

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday June 25, 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 11, 2012 MOTION Pg. 7, 54-66
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 7
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 7, 2-6
 - 6B. Monthly Fire Report Pg. 67-81
 - 6C. Marathon Property, Attorney Letters (Agenda Item) Pg. 82-86
 - 6D. MML Meadowbrook P&LP Insurance Renewal (Agenda Item) Pg. 87-107
 - 6E. Out-Lot "B", Wray Acres (Agenda Item) Pg. 108-116
 - 6F. DDA Minutes, Budget (Agenda Item) Pg. 117-122
 - 6G. 2012-2016 AFSCME CBA (Agenda Item) Pg. 123-154
 - 6H. MDOT I-69 Morrish Repair Pg. 155-162
 - 6I. Flood Claims Correspondence Pg. 163
 - 6J. EVIP Compliancy Update, Plante-Moran Pg. 164-167
 - 6K. AT&T Tower Lease Correspondence Pg. 168
 - 6L. REI News Letter Pg. 169-172
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Marathon Property: Purchase Agreement, HCP LLC RESO. Pg. 8-32
 - 8B. Marathon Property: MPC UST Excavation Agreement RESO. Pg. 33-49
 - 8C. Relocate July 23rd Regular Council Meeting RESO. Pg. 50
 - 8D. Appropriation, Annual Property & Liability Premium RESO. Pg. 50, 87-107
 - 8E. Out Lot "B", Wray Acres, Acquisition RESO. Pg. 50,108-116
 - 8F. 2012-2013 FY Budget Amendment, DDA Façade Program RESO. Pg. 52,117-122
 - 8G. Approve Collective Bargaining Agreement, AFSCME RESO. Pg. 53,123-154
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 June 25, 2012 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 22-June-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** (*Resolutions*)

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

Included with tonight's agenda is a purchase agreement and an agreement with Marathon Petroleum Company for the removal of the underground storage tanks. Let's go exchange an abandoned gas station for a coffee shop...!

- ✓ **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** (*Resolution*)
The Police contract has been settled and approved by both parties. Before the Council tonight is final approval of the AFSCME Agreement. A copy is in your packet, red text denoting changes. This contract is a mirror of the POLC Agreement we approved in April. I have meetings scheduled with the Supervisor's and most likely will be back at the next meeting. 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*)
As you recall, we participated in the County Emergency Management Division's collection of damage reports in order to apply for FEMA Disaster Relief Funding. We've been notified that such funding has been denied. 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** (*Resolution*)
Included with tonight's agenda is a resolution to relocate the July 23rd Meeting to Elms Road Park. Rowe will be providing refreshments. President and CEO John D. Matonich will give an update on services, projects and recent changes in the company.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **APPROPRIATION, ANNUAL LIABILITY & PROPERTY POOL** (*Resolution*)
Included with tonight's agenda is an appropriation for our annual Property and Liability premiums. A half a dozen years ago or so, we dropped coverage for sewer backup claims as the rider had jumped from four or five thousand a year to nearly \$30k for \$75k capped coverage. We made the decision to self insure these claims. Changes in the law have given municipalities a much higher degree of immunity thus lowering the rider

cost. Property & Liability this year is \$59,450. The sewer backup rider is an additional \$2,505 for a total of \$61,955. I have a resolution to appropriate.

✓ **OUT LOT “B” WRAY ACRES** (*Resolution*)

We were a day late and a dollar short on this property acquisition. As you recall, we accepted this on a quit claim deed. At the time, I figured we could get it back before the County acquired it for back taxes. We missed and it's now in the auction phase. We can still obtain it if it's for a public purpose (it is, being access, water and sewer to Springbrook East) and the back taxes are paid. The taxes owed are \$1,354.11. I have a resolution to enter into an agreement with the County to acquire this property from the County treasurer's Office foreclosure rolls.

✓ **DDA BUDGET AMENDMENT, FAÇADE PROGRAM** (*Resolution*)

At the meeting of June 14th, the DDA discussed and decided to reestablish a smaller version of its façade program. The Council may recall that the DDA cancelled the program when tax revenues declined to negatives, 2-3 years ago. In light of new construction, they would like to ease back into the program for at least a year to see where it heads. As the Council has already adopted the budget for 2012-2013, a transfer from unrestricted fund balance would require a budget amendment by the Council. Included with tonight's agenda is a resolution that allows for the transfer.

✓ **I-69 MORRISH ROAD BRIDGE APPROACH, REPAIR DISPUTE** (*Information*)

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. Both are included in the packet. In review of the documents, I still disagree on the repairs. 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.

✓ **CITY DATA STORAGE SYSTEMS** (*Information*)

So the Council is aware, we've run into a few problems with our data management systems over the last several months. What started it was an upgrade from our accounting software vendor, BS&A. The upgrade caused system malfunctions that we determined were workstation errors. It seems some of the workstations were 32 bit and BS&A now requires 64 bit systems. We fixed this by replacing the older workstations. Most of the problems were resolved, however, some remained. We determined that the entire system needed to be re-built (re-programmed) to allow all of the programs to talk correctly with hardware. Our entire data system (servers, web, ftp and email) was down from Friday the 22nd until Monday the 25th while the system was re-built. This should correct the immediate problems; however, there is additional work that needs to be done. I'm probably the fault of all this as I.T. was one of the areas we significantly cut back on expenses over the last couple of years. Hopefully these kinds of problems will

not be the end result of scaling back expenses beyond what is reasonable. I'll keep the Council posted on future problems.

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.* Looking into this. This item is something that might best be suited for the City's School Liaison Officer. The matter has been referred to the Police Department for review and recommendation.
- ❑ *Veterans Park Memorial, Street Signs.* Pricing has been presented to the committee. They are in the process of evaluating it.
- ❑ *Relocate – Remove Drop Boxes, Kroger & Morrish Road Real Estate Office.* They're gone from the Real Estate Office. We have battled over this issue with the box owners. Kroger's tells us they have not given permission to place them. We have given the owners of the boxes until June 15th to relocate them. If they do not comply, we'll send a back hoe down and move them to the rear of the store.
- ❑ *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.

The last of the Veterans Memorial Statues installed at the ceremony on June 14th (Way Cool)



**City of Swartz Creek
RESOLUTIONS**

Regular Council Meeting, Monday June 25, 2012 7:00 P.M.

Resolution No. 120625-4A MINUTES – JUNE 11, 2012

Motion by Councilmember: _____

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 120625-5A 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 June 25, 2012, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 120625-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 120625-8A

**MARATHON PROPERTY: PURCHASE AGREEMENT HCP
LLC**

Motion by Councilmember: _____

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:

(See Below)

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

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.

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 48473-1527

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 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.

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: 200403110028087 03/11/2004
P: 1 of 5 F: \$28.00 B: \$68M
Melvin Phillip McCree T20040008418
Genesee County Register MLES YOUNG



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

3/10/04
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. Kildner

Page 1 of 5
Co 467.50
State 3187.50

Rev. 3655

03637187

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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)

<u>Date of Sale or Lease</u>	<u>Lump Sum Amount</u>
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 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, 2006

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

AND RETURN TO # 26

MIDEED.MAP.1937 Swartz Creek buyback.doc


Instr: 200409110029957 03/11/2004
P.S. of 5 F: \$26.00 9:50AM
Melvin Phillip McCree T20040208415
Genesee County Register 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

Tom Swartz
Signature

Tom 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



Resolution No. 120625-8B

**MARATHON PROPERTY: EXCAVATION AGREEMENT
FOR REMOVAL OF UNDERGROUND STORAGE TANKS,
MARATHON PETROLEUM COMPANY**

Motion by Councilmember: _____

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:

(See Below)

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

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.

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: 200403110028097 03/11/2004
P: 1 of 5 F: \$28.00 B: \$0.00
Melvin Phillip McCree T20040000418
Genesee County Register MLES YOUNG



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

3/10/04
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. Kildner

Page 1 of 5
Co 467.50
State 3187.50

Rev. 3655

03637187

26 x1 5/41

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: *Anne Bernot*
Printed: Anne Bernot

By: *Cynthia L. Snyder*
Printed: Cynthia L. Snyder

MARATHON ASHLAND PETROLEUM LLC

By: *M. E. Peters*
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, 2006

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

AND RETURN TO

26

MIDEED.MAP.1937 Swartz Creek buyback.doc


Instr: 200409110029957 03/11/2004
P.S. of 5 F: \$26.00 9:50AM
Melvin Phillip McCree T20040208415
Genesee County Register 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

Tom Swartz
Signature

Tom Swartz, K. 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



Resolution No. 120625-8C

**RE-LOCATE REGULAR COUNCIL MEETING OF JULY
23RD**

Motion by Councilmember: _____

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.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 120625-8D

**APPROPRIATION, ANNUAL PREMIUMS PROPERTY &
LIABILITY INSURANCE**

Motion by Councilmember: _____

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.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 120625-8E

**OUT-LOT “B” WARY ACRES, ACQUIRE FROM COUNTY
TREASURE’S OFFICE**

Motion by Councilmember: _____

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.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 120625-8F 2012-1013 FY BUDGET AMENDMENT, DDA FAÇADE PROGRAM

Motion by Councilmember: _____

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.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 120625-8G

**APPROVE COLLECTIVE BARGAINING AGREEMENT,
AFSCME COUNCIL #25**

Motion by Councilmember: _____

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.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday June 11, 2012 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 06/112012

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

Invocation and Pledge of Allegiance to the Flag.

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

Councilmembers Absent: 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, Tim Kessler, Ben Kessler, Sharon Shumaker, Kal Nemer, Sandy Raffaelli.

Resolution No. 120611-01

(Carried)

Motion by Councilmember Hurt
Second by Mayor Pro-Tem Krueger

I Move the Swartz Creek City Council excuse the absence of Councilmember Porath due to a work conflict.

YES: Binder, Hicks, Hurt, Krueger, Shumaker, Abrams.

NO: None. Motion Declared Carried.

APPROVAL OF MINUTES

Resolution No. 120611-02

(Carried)

Motion by Mayor Pro-Tem Krueger
Second by Councilmember Shumaker

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting, held May 29, 2012, to be circulated and placed on file.

YES: Hicks, Hurt, Krueger Shumaker, Abrams, Binder.

NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 120611-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the Agenda, as amended, for the Regular Council Meeting of June 11, 2012, to be circulated and placed on file.

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

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 120611-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Binder

I Move the Swartz Creek City Council approve the City Manager's Report of June 11, 2012, to be circulated and placed on file.

Discussion took place.

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

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

MEETING OPENED TO THE PUBLIC:

John Gilbert, 7459 Miller Road, advised that the last statue for the Veteran's Memorial is in and will be installed on Thursday, June 14th with a rain date of June 15th.

Boots Abrams, 5253 Greenleaf Drive, told the City Council that someone stole the flowers from one of the flower pots that the Women's Club planted downtown.

Jim Florence, 4296 Springbrook, spoke about the renovations at Elms Park that were done in May. Mr. Florence recognized how hard Joe Perreault, Mike Martin, Denny Brockway and Denny Olston worked to get things done at the park.

Mayor Abrams mentioned that Mr. Florence was very instrumental in putting the renovations together at Elms Park.

Sandy Raffaelli, 8098 Miller Road, stated that she is having a problem in her yard with coyotes. Ms. Raffaelli said that on three different mornings recently, coyotes have been in her yard. Ms. Raffaelli said that the coyotes come in from the East and leave to the East. Ms. Raffaelli asked what could be done. Ms. Raffaelli asked about recent break ins to vacant homes in the City and asked that the public be informed so that they can keep an eye out.

COUNCIL BUSINESS:

Adopt City-Wide Rates, Fees and Charges (Water Rate Increase)

Resolution No: 120611-05

(Carried)

Motion by Councilmember Binder
Second by Councilmember Hurt

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

Prohibited parking (signs un-necessary)

(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.

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

<u>Residential Heating System</u> (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
<u>Civic Infraction Notice Fines:</u>	
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. 120611-8A	Dated June 11, 2012 (Water Fees)

Discussion Took Place.

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

Year End Fiscal Adjustments

Resolution No: 120611-06 **(Carried)**

Motion by Councilmember Hurt
 Second by Mayor Pro-Tem Krueger

WHEREAS, Act 621 of P.A. 1978 provides for a uniform budgeting system for local units of government; and

WHEREAS, Act 275 of P.A. of 1980 further prohibits deficit spending by local units of government; and

WHEREAS, the City Council has reviewed the City's 2011 - 2012 Fiscal Budget and associated year-to-date balance sheet of expenses and finds that it is not in deficit; however, certain department activity line items may be in deficit.

THEREFORE BE IT RESOLVED, the Swartz Creek City Council hereby authorizes and directs the City Manager to make all necessary year-end budget adjustment amendments.

Discussion Took place.

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

Warrant Review, Traffic Signals Miller & Bristol

Resolution No. 120611-07 **(Carried)**

Motion by Mayor Pro-Tem Krueger

Second by Councilmember Shumaker

I Move the City of Swartz Creek direct the staff to prepare a Signal Warrant Analysis of the traffic signals at Miller and Bristol and to bring the findings back to the Council for review and determination.

Discussion Ensued.

YES: Abrams, Binder, Hicks, Hurt, Krueger, Shumaker.

NO: None. Motion Declared Carried.

Request, Class “C” – “SDM” Liquor License, Dave’s Pizza, 8013 Miller Road

(Discussion Topic)

Councilmember Shumaker questioned the process for the Council on liquor licenses. Mr. Shumaker asked who was going to be looking at the parking issues for Dave’s Pizza. City Manager Bueche stated that they are still working out all of the details.

Mayor Pro-Tem Krueger stated that he heard Mr. Montini was thinking about selling Dave’s Pizza and that it was worth more with a liquor license.

Councilmember Binder asked if a liquor license could be moved from one business to the next.

MEETING OPENED TO THE PUBLIC:

None.

REMARKS BY COUNCILMEMBERS:

Councilmember Shumaker stated that he was looking forward to the last statue being installed on Flag Day and spoke about the history of putting the Veteran’s Memorial together. Mr. Shumaker acknowledged all of the support from the community that brought the Memorial as far as it has. Mr. Shumaker talked about the committee still collecting money for a maintenance fund.

Councilmember Binder stated that bricks are still being sold for the Veteran’s Memorial. Ms. Binder thanked the City for all that has been done and continues to be done.

Councilmember Hurt thanked the Veteran’s Committee for all of the time they have spent making the Memorial happen.

Mayor Pro-Tem Krueger stated his appreciation for the Community of Swartz Creek. Mr. Krueger commended the leadership of the City Council. Mr. Krueger addressed the coyote issue, stating that he has been told of a coyote that has lived on the Meijer property for years and believes she has now been pushed out of her home with the construction. Mr. Krueger talked about the Marathon contract that is in the Council packet.

Mayor Abrams spoke about the elementary school children visiting the Veteran's Memorial. Mr. Abrams recognized the Swartz Creek Girls' Softball winning regionals and going on to the State finals. Mr. Abrams talked about the flowers being stolen from the City flower pots.

Councilmember Binder spoke about the children visiting the Memorial for the past 6 years.

Councilmember Shumaker spoke about money spent on the Memorial and things that were done out of pocket from committee members.

Adjournment

Resolution No. 120611-08

(Carried)

Motion by Mayor Pro-Tem Krueger
Second by Councilmember Shumaker

I Move the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 7:46 p.m.

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

Richard Abrams, Mayor

Juanita Aguilar, City Clerk

DATE: JUNE 18, 2012
TIME: 7:00 PM
LOCATION: STATION 1
SUBJECT: SWARTZ CREEK AREA FIRE AUTHORITY AGENDA



- I. CALL TO ORDER
 - A. PLEDGE OF ALLEGIANCE
 - B. ROLL CALL
 - C. ADDITIONS/CHANGES/DELETIONS AND AGENDA APPROVAL:
 - D. SPECIAL PRESENTATIONS/ANNOUNCEMENTS:

- II. APPROVAL OF MINUTES
 - A. MAY 21, 2012 MEETING:

- III. CORRESPONDENCE:
 - A. MAY INCIDENT SUMMARY REPORT:

- IV. PROFESSIONAL SERVICE REPORTS:
 - A. MAY FINANCIAL REPORT:

- V. COMMITTEE REPORTS:
 - A. BY-LAWS COMMITTEE - Chairman Rick Clolinger, Richard Derby, Bill Cavanaugh and Brent Cole:

 - B. HEALTH AND SAFETY COMMITTEE: Chairman Rich Tesner (Members Chief Cole, Assistant Chief Merriam, Captain Tabit, and Lieut. Jones)

 - C. PERSONNEL COMMITTEE: Chairman Ray Thornton, Richard Derby and David Hurt.

 - D. FIRE AGREEMENT COMPLIANCY COMMITTEE: Chairman Dave Hurt, Richard Derby, Ray Thornton and Attorney Bill Cavanaugh.

- VI. OLD BUSINESS:
 - A. APPARATUS UPDATE from Battalion Chief Jack King-
 - 1. Apparatus status report attached

 - B.

VII. NEW BUSINESS:

- A. MEMBERS FOR PLACEMENT ON PROBATION: none
- B. MEMBERS ELIGIBLE TO COME OFF PROBATION: none
- C. MEMBERS RESIGNING/TERMINATING: none
- D. MEMBERS ELIGIBLE FOR REINSTATEMENT: none

E. ANNUAL PUMP MAINTENANCE AND TESTING QUOTES: A quote from Circle K Service was misplaced.

Vendor	Amount
Circle K Service	\$1,476.45
Apollo Fire	Did not fill out the form as requested, unknown specific amount
Front Line Services	\$2,010.00
Halt Fire	\$2,900.00
LTM Fire	No response

The original recommendation was to accept the quote from Front Line Services. However, since the quote was actually received from Circle K Service, before the deadline of May 15, the information is being presented to the Fireboard for consideration.

Discussion:

F.THE HUNDRED CLUB GRANT APPROVAL: Attached is letter of approval received May 23, 2012, in the amount of \$829.00. The amount requested was \$1,452.00, to cover the cost of 35 Bright Star Flashlight, to outfit each firefighter . The amount of the grant will almost cover the cost of 20. Quotes have been received from 3 on line vendors. The cheapest is from BrightGuy.com in the amount of \$41.50 each. These are non-rechargeable 4 C cell flashlights that hang on the bunker coat. They are made in the USA.

Chief Cole recommends accepting the Hundred Club grant, in the amount of \$829.00 and in turn, allocate \$623.50 from the equipment fund to purchase 35 Bright Star Responder RA 4C 500305 lights in the amount of \$1,452.50 plus shipping.

G.

VIII. GENERAL INFORMATION:

- A. MUNICIPAL BILLINGS for May
- B. MAY BILLS LIST
- C. Flowers fund balance \$40.00
- D. Respect email from Joyce Lay
- E.
- F.

IX. OPEN TO THE PUBLIC:

X. COMMENTS OF FIRE DEPARTMENT PERSONNEL (THROUGH THE CHIEF AND/OR HIS DESIGNATE:

XI. CHAIN OF COMMAND APPEAL TO THE FIRE AUTHORITY:

XII. COMMENTS FROM FIRE AUTHORITY MEMBERS:

XIII. MEETING ADJOURNMENT:

REGULAR MEETING

MAY 21, 2012

SWARTZ CREEK AREA FIRE DEPARTMENT

The regular meeting of the Swartz Creek Area Fire Board was held at Station #1, May 21, 2012. Chairman, Mike Messer, called the meeting to order at 7:00p.m.

I. CALL TO ORDER:

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

Board Members Present:

- Chairman, Mike Messer
- Clayton Representative, Rich Tesner
- City Representative, Boots Abrams
- Clayton Representative, Richard Derby
- City Representative, Dave Hurt

Board Members Absent:

- City Representative, Rick Clolinger
- City Representative, Ray Thornton

Staff Present:

- Fire Chief, Brent Cole
- Attorney, Bill Cavanaugh

Staff Absent:

- Acct./Clerical, Kim Borse
- Assistant Chief Eric Merriam

Others Present:

- Batt. Chief Jack King
- Greg Warning, Gaines Township
- Joe Wolf, Clayton Township
- Adam Hyrman, Clayton Township

C. AGENDA: ADDITIONS/CHANGES/DELETIONS:

- **Resolution 052112-01**
Motion by Rick Derby
Second by Dave Hurt

The SCAFD Board does hereby approve the agenda and addition as presented.

YES: Abrams, Tesner, Derby, Hurt, Messer

NO: None

Motion declared carried

D. SPECIAL PRESENTATION: NONE.

II. APPROVAL OF MINUTES

A. April 16, 2012 BOARD MEETING

- **Resolution 052112-02**
Motion by Boots Abrams
Second by Rick Derby

The SCAFD Board does hereby approve the minutes of April 16, 2012 board meeting, with correction of the next meeting being changed to May 21, 2012.

YES: Abrams, Tesner, Derby, Hurt, Messer

NO: None

Motion declared carried

III. CORRESPONDENCE:

A. APRIL INCIDENT SUMMARY REPORT:

- **Resolution 052112-03**
Motion by Dave Hurt
Second by Rick Derby

The SCAFD Board does hereby accept the April 2012 Incident Summary, as presented

YES: Abrams, Tesner, Derby, Hurt, Messer

NO: None

Motion declared carried

IV. PROFESSIONAL SERVICE REPORTS:

A. APRIL FINANCIAL STATEMENT:

- **Resolution 052112-04**
Motion by Rick Derby
Second by Rich Tesner

The SCAFD Board does hereby approve the April 2012 financial statement, as presented

YES: Tesner, Derby, Hurt, Abrams, Messer

NO: None

Motion declared carried

V. COMMITTEE REPORTS:

- A. *BY-LAWS COMMITTEE MEETING: NONE*
 B. *HEALTH & SAFETY COMMITTEE: NONE*
 C. *PERSONNEL COMMITTEE: Absent report from Thornton presented to the Fireboard.*

- **Resolution 052112-05**

Motion by Dave Hurt
 Second by Boots Abrams

The SCAFD Board does hereby accept the presented Fire Chief's evaluation for placement in his permanent file.

YES: Derby, Hurt, Abrams, Tesner, Messer
 NO: None Motion declared carried

- D. *FIRE AGREEMENT COMPLIANCY COMMITTEE: NONE.*

VI. OLD BUSINESS

- A. *APPARATUS UPDATE:*

1. *Monthly report from Batt. Chief King*

VII. NEW BUSINESS

- A. *MEMBER(S) TO BE PLACED ON PROBATION:*

Joe Wolf, for Station 2

- **Resolution 052112-06**

Motion by Boots Abrams
 Second by Rick Derby

The SCAFD Board does hereby place Joe Wolf on one year probation with the SCAFD.

YES: Hurt, Abrams, Tesner, Derby, Messer
 NO: None Motion declared carried

Adam Hyrman for Station 2

- **Resolution 052112-07**

Motion by Dave Hurt
 Second by Rich Tesner

The SCAFD Board does hereby place Adam Hyrman on one year probation with the SCAFD.

YES: Abrams, Tesner, Derby, Hurt, Messer
 NO: None Motion declared carried

Greg Warning for Station 1

- **Resolution 052112-08**

Motion by Dave Hurt
 Second by Boots Abrams

The SCAFD Board does hereby place Greg Warning on one year probation with the SCAFD.

YES: Abrams, Tesner, Derby, Hurt, Messer
 NO: None Motion declared carried

- B. *MEMBER TO COME OFF PROBATION: None*

- C. *MEMBERS RESIGNING/TERMINATING:*

Jeff Jarrad, submitted his resignation, effective immediately on May 21, 2012.

- **Resolution 052112-09**

Motion by Boots Abrams
 Second by Rick Derby

The SCAFD Board does hereby accept Jeff Jarrad's resignation from the SCAFD with regrets.

YES: Abrams, Tesner, Derby, Hurt, Messer
 NO: None Motion declared carried

- D. *MEMBERS ELIGIBLE FOR REINSTATEMENT: None*

- E. *PAR PLAN GRANT APPLICATION REQUEST:*

- **Resolution 052112-10**

Motion by Dave Hurt
 Second by Boots Abrams

The SCAFD Board does hereby direct the Chief to proceed with applying for Par Plan Grant to cover the amount for the install of vinyl reflective striping on 11, 12, 21, 16, 27 and 23, not to exceed the maximum grant amount that can be applied for, and proceed if the grant is approved.

YES: Tesner, Derby, Hurt, Abrams, Messer
 NO: None Motion declared carried

- F. *ANNUAL PUMP MAINTENANCE AND TESTING QUOTES:*

- **Resolution 052112-11**

Motion by Boots Abrams
 Second by Dave Hurt

The SCAFD Board does hereby approve contracting with Front Line Services in the amount of \$2,010.00 for the annual pump maintenance and testing for the SCAFD.

YES: Derby, Hurt, Abrams, Tesner, Messer

NO: None Motion declared carried

VIII. GENERAL INFORMATION

A. MUNICIPAL BILLINGS

B. APRIL BILLS LIST

C. FLOWERS FUND BALANCE IS \$40.00

D. PAGER SALE BREAKDOWN:

Winning bid including shipping: 734.44

Fees paid to Pay Pal: 21.60

Shipping paid to UPS: 43.54

Fee paid to eBay: 66.85

Total amount after expenses: 602.45

IX. OPEN TO THE PUBLIC: NONE

X. COMMENTS OF FIRE DEPARTMENT PERSONNEL, THROUGH THE CHIEF: NONE

XI. CHAIN OF COMMAND APPEAL TO THE FIRE BOARD: NONE

XII. COMMENTS OF THE FIREBOARD:

Abrams: Welcome to all three firefighters. Chief Cole was asked if the fire truck demonstration ever arrived. Chief Cole indicated it was over 1 hour late from previous demonstrations. While taking a ride on the new hydrogen bus, and sitting next to a Flint City Firefighter, a comment was indicated the SCAFD responded to one as mutual aid. Chief Cole acknowledged responding, and indicated the SCAFD was canceled.

Derby: Congratulations to the new hires and welcome aboard. Chief Cole was asked about the flood damage to station 2. It was reported no water damage occurred.

Hurt: Nothing to add.

Tesner: Welcome to the new probationary firefighters. Great things will be expected from them. Thanks to the fire department for all their hard work during the flood. Special thanks to Jack King and Brian Scott for assisting Clayton Township with damage assessment. Congratulations to Chief Cole for 30 years of service effective July 11.

Messer: Echo welcome and congratulations. Chief Cole was asked how old the oldest Pierce engine was in the fleet. Chief Cole replied Engine 12 is a 1991, so is 21 years old.

XIII. ADJOURNMENT OF MEETING:

Meeting adjourned at 7:46 p.m. The next regular meeting will be 06/18/12 at Station 1 at 7:00 pm

MIKE MESSER
CHAIRMAN
SWARTZ CREEK AREA FIRE BOARD

BRENT COLE
FIRE CHIEF
SWARTZ CREEK AREA FIRE DEPT.

SWARTZ CREEK AREA FIRE DEPT, SWARTZ CREEK MICHIGAN 48473

Incident Log for 05/01/2012 through 05/31/2012

Printed: 06/13/2012

Inc. No. - Exp. Location Involved Name	Date	Disp. Time	Sta. Incident Type Owner Name	Prop & Cont Value	No. Resp Officer in Charge	Disp. to Enrte. Min. Prop & Cont Loss	Resp. Min. Savings	Total Hr:Min:Sec
0000053-000 1825 Mackin RD	05/03/2012	01:25	12 111 MA to City of Flint	\$0	12 \$0	0.00	19.00 \$0	2:40:00
0000054-000 In front of 11118 McEnrue RD	05/03/2012	19:07	1 800 Tree removal, blocked road	\$0	18 \$0	9.00	16.00 \$0	1:42:00
								KING, JACK L - BATT CHIEF
0000055 000 8240 Miller RD Jackie Casemoore	05/03/2012	19:50	1 733 Smoke detector activation due to Jackie Casemoore	\$0	11 \$0	0.00	5.00 \$0	0:35:00
								PLUMB, DAVID J - CAPTAIN/EM
0000056-000 Miller and Frederick	05/03/2012	23:09	1 444 Power line down	\$0	13 \$0	0.00	2.00 \$0	1:11:00
								KING, JACK L - BATT CHIEF
0000057-000 7430 Crosscreek DR MRS Jean Phillpotts	05/04/2012	03:02	1 412 Mistaken gas odor (wet basement) MRS Jean Phillpotts	\$0	4 \$0	0.00	8.00 \$0	1:28:00
								KING, JACK L - BATT CHIEF
0000058-000 In front of 5370 Miller RD	05/04/2012	03:18	1 510 Person in distress, other	\$0	5 \$0	0.00	11.00 \$0	0:21:00
								TABIT, STEPHEN D - CAPTAIN/EM
0000059-000 2462 Anna Clara ST MR Randall Swain	05/04/2012	03:37	2 600 Good intent call, other MR Randall Swain	\$0	3 \$0	0.00	8.00 \$0	0:58:00
								TABIT, STEPHEN D - CAPTAIN/EM
0000060-000 4369 W Roundhouse DR MR Jeromy Grove	05/04/2012	04:35	1 360 Water rescue due to flooding MR Jeromy Grove	\$0	8 \$0	0.00	5.00 \$0	1:31:00
								Scott, Brian - FIREFIGHTER
0000061-000 6060 W Bristol RD	05/04/2012	04:57	1 600 Basement flooding	\$0	7 \$0	0.00	3.00 \$0	1:09:00
								KING, JACK L - BATT CHIEF
0000062-000 2256 S Van Vleet RD MRS Donna Marshni	05/04/2012	08:59	2 550 Public assist flooding, not needed MRS Donna Marshni	\$0	10 \$0	0.00	12.00 \$0	1:13:00
								MERRIAM, ERIC M - ASSISTANT
0000063-000 8044 Sunset DR MRS White	05/05/2012	15:36	2 745 False Alrm, Child playing with MRS White	\$0	12 \$0	0.00	3.00 \$0	0:12:00
								MERRIAM, ERIC M - ASSISTANT
0000064-000 5291 Greenleaf DR Giles G Hoxsey	05/06/2012	17:40	1 311 Medical assist, assist EMS crew Giles G Hoxsey	\$0	12 \$0	10.00	15.00 \$0	0:25:00
								KING, JACK L - BATT CHIEF
0000065-000 338 Riverwoods DR	05/13/2012	17:19	12 111 AMA to Flushing, Canceled	\$0	15 \$0	0.00	13.00 \$0	0:17:00

Incident Log for 05/01/2012 through 05/31/2012

Inc. No. - Exp. Location	Date	Disp. Time	Sta.	Incident Type	Owner Name	Prop & Cont Value	No. Resp	Disp. to Enrte. Min.	Resp. Min. Savings	Total Hr:Min:Sec	
0000066-000 9030 W Hill RD	05/15/2012	19:09	12 142	MA to GTFD, grass fire		\$0	12	8.00	18.00	1:06:00	
							\$0	\$0	\$0		
							Fitzpatrick, Robert M - SERGEANT				
0000067-000 11242 W Coldwater RD	05/18/2012	01:06	12 111	AMA to Flushing		\$0	15	0.00	23.00	0:44:00	
							\$0	\$0	\$0		
0000068-000 1612 Blackberry LN	05/21/2012	01:09	1 111	MA Flint City, squad 16 canceled		\$0	16	0.00	6.00	0:10:00	
							\$0	\$0	\$0		
0000069-000 2028 S Morrish RD MS Sarah Tanner	05/22/2012	21:15	2 531	Odor of smoke, checked with TI	MR Darrell Tanner	\$0	18	0.00	8.00	0:28:00	
							\$0	\$0	\$0		
							COLE, BRENT D - CHIEF				
0000070-000 8167 N Morrish RD	05/23/2012	21:43	12 111	AMA to Flushing		\$0	21	0.00	8.00	0:42:00	
							\$0	\$0	\$0		
0000071-000 8246 Windsor CT MR Brian Grant	05/23/2012	20:26	1 113	Stove top fire	MR Brian Grant	\$275	18	0.00	9.00	0:49:00	
							\$275	\$275	\$0		
							COLE, BRENT D - CHIEF				
0000072-000 11274 W Hill RD	05/25/2012	14:19	12 111	AMA to Gaines, canceled		\$0	9	0.00	7.00	0:14:00	
							\$0	\$0	\$0		
0000073-000 In front of 4129 S Seymour RD MR Bob Godfrey	05/26/2012	20:24	1 600	Tree contact w/primary wires	Unk Unk	\$0	11	0.00	17.00	0:27:00	
							\$0	\$0	\$0		
							KING, JACK L - BATT CHIEF				
Incidents by Shift Including Exposures											
No. Resp.	Total Hr:Min	Prop & Cont Value	Prop & Cont Loss	Savings	0	1	2	3	4		
Totals:	250	18:22:00	\$275	\$275	\$0	0	2	11	8	0	

The total number of incidents, including exposure fires is 21.

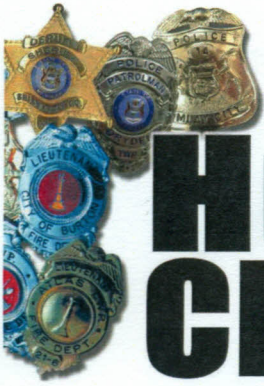
The number of exposure fires is 0.

SWARTZ CREEK AREA FIRE DEPARTMENT
Income/Expense Report
For the Five Months Ending May 31, 2012

	Description	Current Mth	Y-T-D	Budget	Remain.Budget	% Budget
Revenues						
3582	OPERATING CONTRIBUTIONS	4,296.38	118,889.75	227,180.00	108,290.25	(0.52)
3583	EQUIPMENT CONTRIBUTIONS	0.00	0.00	36,190.00	36,190.00	0.00
3628	MISC. INCOME (SUNDRY)	0.00	6.00	0.00	(6.00)	0.00
3630	GRANT INCOME	0.00	4,850.00	0.00	(4,850.00)	0.00
3664	INVESTMENT INCOME	20.11	107.73	120.00	12.27	(0.90)
3673	SALE OF FIXED ASSETS	712.84	712.84	0.00	(712.84)	0.00
	Total Revenues	5,029.33	124,566.32	263,490.00	138,923.68	(0.47)
Expenses						
4703	SOCIAL SECURITY	846.31	3,137.86	10,600.00	7,462.14	0.30
4704	STAFF SALARIES	4,675.77	16,199.08	42,500.00	26,300.92	0.38
4705	MAIN/TRAIN-SALARIES	841.00	3,426.00	10,900.00	7,474.00	0.31
4706	OFFICER SALARIES	1,250.00	5,000.00	15,000.00	10,000.00	0.33
4707	FIREFIGHTERS SALARY	4,296.43	16,392.95	69,000.00	52,607.05	0.24
4708	DEFERRED COMPENSATION	244.25	898.25	3,200.00	2,301.75	0.28
4709	MEDICAL-FIREFIGHTERS	284.20	3,327.20	4,500.00	1,172.80	0.74
4710	UNEMPLOYMENT PAYMENTS	0.00	821.19	5,500.00	4,678.81	0.15
4727	OFFICE SUPPLIES	106.74	364.48	1,000.00	635.52	0.36
4728	BUILDING SUPPLIES	32.31	266.45	700.00	433.55	0.38
4740	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
4741	EQUIPMENT SUPPLIES	655.49	2,428.22	8,000.00	5,571.78	0.30
4801	CONTRACT SERVICES	21.83	5,426.74	6,900.00	1,473.26	0.79
4820	80th Anniversary	0.00	0.00	0.00	0.00	0.00
4850	COMMUNICATIONS	181.80	1,139.36	4,100.00	2,960.64	0.28
4910	INSURANCE	10,637.00	22,952.00	22,000.00	(952.00)	1.04
4920	UTILITIES	763.83	4,275.03	17,000.00	12,724.97	0.25
4960	EDUCATION & TRAINING	66.85	210.51	6,400.00	6,189.49	0.03
4970	OFFICE EQUIPMENT	0.00	0.00	240.00	240.00	0.00
4976	FIRE EQUIPMENT	0.00	4,990.56	16,800.00	11,809.44	0.30
4978	FIRE EQUIP.-MAINT/REPAIR	1,633.36	8,047.65	17,650.00	9,602.35	0.46
4979	FIRE EQUIPMENT-UPGRADES	0.00	0.00	0.00	0.00	0.00
4981	APPARATUS	0.00	0.00	0.00	0.00	0.00
4982	Loose Equip. New Apparatus	0.00	0.00	0.00	0.00	0.00
4983	Misc. Upgrades	0.00	0.00	0.00	0.00	0.00
4984	COMPUTER EQUIPMENT	0.00	0.00	800.00	800.00	0.00
4988	COMPUTER SOFTWARE/UPGRADES	0.00	97.95	700.00	602.05	0.14
4999	RESERVE	0.00	0.00	0.00	0.00	0.00
	Total Expenses	26,537.17	99,401.48	263,490.00	164,088.52	0.38
	Net Income/<Loss>	(21,507.84)	25,164.84	0.00		
3400	FUND BALANCE-Beginning of Year	0.00	107,174.22	0.00		
	Fund Balance-End of Year	(21,507.84)	132,339.06	0.00		

AS OF: June 13, 2012
 TO: Swartz Creek Area Fire Authority
 RECORDED BY: Fire Chief Brent Cole
 SUBJECT: Current Apparatus Readiness Status

Unit	Type	Assignment	Status
11	98 Pumper	Station 1	In service. May 21: Advised by BC King relief valve is still leaking. Contacted LTM Fire, talked to Kayla. To have Mechanic Mike contact us. Will not bill us until issue is resolved. Mechanic contacted Waterous Pumps. Will order a spring and another kit. May 31: BC King contacted LTM for repair status. Additional parts have been received but one part on back order. Should arrive soon. If part arrives today, will be here Friday to proceed. June 1: LTM completed relief valve repair. Tested for leaks, but found none. No billing to be done until it is determined the leaking has stopped. June 4: BC King to contact LTM to advise the repair has been fixed.
12	91 Pumper	Station 1	In service.
16	91 Squad	Station 1	In service.
17	79 Grass Rig	Station 1	In service.
21	99 Pumper	Station 2	In service.
23	92 Tanker	Station 2	In service.
26	93 Squad	Station 2	In service.
27	79 Grass Rig	Station 2	In service.



The
**Hundred
Club** of Genesee, Shiawassee
and Lapeer Counties

May 21, 2012



Swartz Creek Fire Department
Fire Chief Brent Cole
8100 B Civic Drive
Swartz Creek MI 48473

Dear Chief Cole:

On behalf of the Board of Directors and the entire membership, I am pleased to inform you that we have approved a grant in the amount of \$829 to enable you to purchase flashlights for your department.

Please submit your paid invoice for reimbursement to our Treasurer:

Mr. Wayne Schaeffer, President
11405 Fawn Valley Trail
Fenton MI 48430

We would like to personally present you, or a representative from your department, with an acknowledgement of this grant at our upcoming Hero's Night on June 26th at the Flint Golf Club. You will receive your invitation under separate cover. Please return the RSVP card as quickly as possible with the name of the individual who will be attending on behalf of your department. **All guest fees will be waived.**

It is our hope that this grant will greatly contribute to the personal safety of the men and women of your department.

Very truly yours,
THE HUNDRED CLUB OF GSL


Leanne Osterhagen
Executive Secretary

SWARTZ CREEK AREA FIRE DEPARTMENT

8100 B CIVIC DRIVE
 SWARTZ CREEK, MI 48473

INVOICE

Invoice Number: 061312
 Invoice Date: Jun 13, 2012
 Page: 1
Duplicate

Voice: 810/635-2300
 Fax: 810/635-7461

Bill To:
CITY OF SWARTZ CREEK 8083 CIVIC DRIVE SWARTZ CREEK, MI 48473

Ship to:
CITY OF SWARTZ CREEK 8083 CIVIC DRIVE SWARTZ CREEK, MI 48473

Customer ID	Customer PO	Payment Terms	
CITY01		Due at end of Month	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		6/30/12

Quantity	Item	Description	Unit Price	Amount
191.75	FIRE02	FIRE SERVICE 05/2012	12.83	2,460.72

Subtotal	2,460.72
Sales Tax	
Total Invoice Amount	2,460.72
Payment/Credit Applied	
TOTAL	2,460.72

Check/Credit Memo No:

SWARTZ CREEK AREA FIRE DEPARTMENT

8100 B CIVIC DRIVE
 SWARTZ CREEK, MI 48473

INVOICE

Invoice Number: 061313
 Invoice Date: Jun 13, 2012
 Page: 1

Duplicate

Voice: 810/635-2300
 Fax: 810/635-7461

Bill To:
CLAYTON TOWNSHIP 2011 MORRISH ROAD SWARTZ CREEK, MI 48473

Ship to:
CLAYTON TOWNSHIP 2011 MORRISH ROAD SWARTZ CREEK, MI 48473

Customer ID	Customer PO	Payment Terms	
CLAY01		Due at end of Month	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		6/30/12

Quantity	Item	Description	Unit Price	Amount
183.25	FIRE02	FIRE SERVICE 05/2012	12.75	2,336.56

Subtotal	2,336.56
Sales Tax	
Total Invoice Amount	2,336.56
Payment/Credit Applied	
TOTAL	2,336.56

Check/Credit Memo No:

**SWARTZ CREEK AREA FIRE DEPARTMENT
BILLS PAID LIST**

					30-Jun-12
DATE:	CHECKS	PAYEE:	AMT	ACCT	TRANSACTION DESCRIPTION
5/3/2012	16048	BRADY'S BUSINESS SYSTEM	\$21.83	4801	M/A-COPIER
5/3/2012	16049	CLAYTON TOWNSHIP	\$40.51	4920	SEWER STA 2
5/3/2012	16050	SCAFA	\$330.00	22024	ASSOC. DUES
5/3/2012	16051	FRIEND OF THE COURT	\$48.42	22026	FOC
5/3/2012	16052	ICMA	\$362.62	22023	DF COMP EE PORTION
		(INTERNTL CITY/COUNTY MGT ASSOC.)	\$244.25	4708	DF COMP ER PORTION
5/3/2012	16053	J&K CANVAS	\$60.00	4978	HOSE BED COVER REPAIR
5/3/2012	16054	P&W PAGING	\$185.00	4978	PAGER REPAIR
			\$11.75	4727	SHIPPING
5/3/2012	16055	PETER SHEK	\$19.24	22027	GARNISHMENT
5/3/2012	16056	STATE OF MICHIGAN	\$312.56	22022	04/2012 STATE TAX
5/3/2012	16057	VALLEY PETROLEUM	\$234.62	4741	FUEL
5/16/2012	16058	COMCAST	\$181.80	4850	PHONE/INTERNET STA 1
5/16/2012	16059	CONSUMERS ENERGY	\$264.67	4920	UTILITIES- STA 2
5/16/2012	16060	ICMA	\$70.00	22023	DF COMP EE PORTION
5/16/2012	16061	LTM	\$728.36	4978	41-11 RELIEF VALVE
5/16/2012	16062	MCLAREN	\$502.00	4709	PHYSICALS
5/16/2012	16063	VISA	\$94.99	4727	SHIPPING
			\$660.00	4978	M/A POSICHECK
			\$120.77	4741	BATTERY CHARGER S26
			\$32.31	4728	BUILDING SUPPLIES
			\$66.85	4960	EBAY CHARGE
5/21/2012	16064	CITY OF SWARTZ CREEK	\$458.65	4920	GAS/ELEC-STA 1
5/21/2012	16065	MML	\$10,637.00	49102	WORKERS COMP
5/21/2012	16066	VALLEY PETROLEUM	\$300.10	4741	FUEL
5/28/2012	16067	ICMA	\$70.00	22023	DF COMP EE PORTION
			(\$312.56)	22022	04/12 STATE TAX
			\$2,465.08	22021	05/12 SOC SEC
			\$361.33	22022	05/12 STATE TAX PAYABLE
			\$1,094.00	1002	05/02 PAYROLL
			\$70.00	22023	DF COMP EE PORTION
			\$4,830.82	1002	05/09 PAYROLL
			\$1,094.00	1002	05/16 PAYROLL
			\$1,094.00	1002	05/30 PAYROLL
			(\$217.80)		USE OF FIT TEST EQUIP-MUNDY TWP
		TOTAL	\$26,537.17		80

VOID CHECKS:

Chief Brent Cole

From: GTeachabc@aol.com
Sent: Sunday, May 27, 2012 18:34
To: contactjan2011@scafd.com
Subject: RESPECT

Hello

I just want to say that I have the utmost respect for what you all do. You are the true HEROES doing what needs to be done, when it needs to be done regardless of the consequences.

My name is Joyce Lay from San Angelo, Texas and I am just an old retired public school teacher who still teaches Kindergarten in a private school. I am known as station mom to our local stations here in town and the firefighters come to my classroom on a regular basis and read to the children. The children love the men spending time with us whenever they can. Its usually the men from Station 7 since it is the one by our school and the one I feed the most.

I love visiting fire departments when I travel and have met so many wonderful people along the way. I also love visiting fire department sites online and I just wanted to say THANK YOU for all you all do. I know you all do not hear it often and I know its your job, but nonetheless.. its the least you all deserve....A BIG THANK YOU.

GOD bless each and everyone of you.

Joyce Lay

Paul Bueche

From: Patric Parker [PParker@sfplaw.com]
Sent: Monday, June 18, 2012 2:31 PM
To: Paul Bueche
Subject: RE: Swartz Creek - Miller & Elms
Attachments: UST Removal Agreement.0612.pdf; PA with exhibits.061812.pdf

Paul:

In spite of both a detailed fax and phone calls, I have heard nothing more from atty Smith. I answered his questions, and only one thing was a legitimate issue. I did not add a closing time following PA execution, and that time might depend on whether the buyer was going to obtain a survey. I made the following change in paragraph 11 of the PA: line 2, delete the words "expiration of the Feasibility Period", and insert: "full execution of this Agreement, unless both parties agree on a later date." I also added Attachment A and B to the Exhibit 2, which is the removal agreement, though they are not really necessary.

As to the tank removal agreement, I am not aware of any necessary changes from the most recent draft. I thought that draft had been approved, and already executed. I am attaching another copy.

Pat

Patric A. Parker, Esq.
 SIMEN, FIGURA & PARKER, P.L.C.
 Suite 200, Gateway Financial Centre
 5206 Gateway Centre Blvd
 Flint, Michigan 48507
 810-235-9000; 810-235-9010 (fax)
 email: pparker@sfplaw.com
 web: www.sfplaw.com

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From: Paul Bueche [mailto:PBueche@cityofswartzcreek.org]
Sent: Monday, June 18, 2012 12:36 PM
To: Patric Parker
Subject: RE: Swartz Creek - Miller & Elms

Pat,

Do we have a final draft on these agreements (the Purchase Agreement and the Marathon Oil UST Agreement)? We're at the edge where this project will fail unless we can get this paperwork aligned.....

Thanx....

Paul Bueche

From: Patric Parker [<mailto:PParker@sfplaw.com>]
Sent: Monday, June 04, 2012 8:01 PM
To: Paul Bueche
Subject: Fwd: Swartz Creek - Miller & Elms

Paul:

I have been out of town for a couple of days. I see your email, and this fax received in my absence. I will call this attorney tomorrow.

Pat

Patric A. Parker, Esq.
SIMEN FIGURA & PARKER, P.L.C.
5206 Gateway Centre Blvd
Flint, Michigan 48507
(810) 235-9000; (810) 235-9010 (fax)

Sent from my iPad

Begin forwarded message:

From: "Sue Chaplin" <SChaplin@sfplaw.com>
To: "Patric Parker" <PParker@sfplaw.com>
Subject: Swartz Creek - Miller & Elms

Please see attached fax from Dan Atkinson.

Sue E. Chaplin, A.L.S.
Secretary to Sander H. Simen, Patric A. Parker & Stephen W. Walton
Simen, Figura & Parker, P.L.C.
5206 Gateway Centre, Suite 200
Flint, MI 48507
Main: (810) 235-9000
Fax: (810) 235-9010
schaplin@sfplaw.com

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LAW OFFICES
OF
SIMEN, FIGURA & PARKER, P.L.C.

SANDER H. SIMEN, P.C.
PATRIC PARKER, P.C.
PETER T. MOONEY, P.C. **
MICHAEL J. GILDNER, P.C.

GATEWAY FINANCIAL CENTRE, SUITE 200
5206 GATEWAY CENTRE
FLINT, MICHIGAN 48507
TELEPHONE (810) 235-9000/FACSIMILE (810) 235-9010

LAPEER AREA OFFICE
132 W. NEPESSING STREET
LAPEER, MI 48446
TELEPHONE (810) 235-9000

STEPHEN W. WALTON
COLIN M. LINSEMAN
HEATHER V. BURNASH

pparker@sfplaw.com

NORTHERN MICHIGAN OFFICE

RICHARD J. FIGURA, P.C.
of counsel
TELEPHONE: (231) 326-2072

of counsel:

ROBERT H. BANCROFT, P.C.
ALLAN L. PARKER (1929 – 2009)

**L.L.M. in Taxation

June 7, 2012

VIA: Facsimile: 989-725-8347

James R. Smith
Attorney at Law
117 W. Oliver St.
Owosso, MI 48867

RE: Purchase and Development Agreement

Dear Mr. Smith:

I was forwarded a copy of your letter dated May 31, 2012 to William L. Atkinson. I am representing the City of Swartz Creek with regard to the Purchase and Development Agreement. While a number of the paragraphs 1 through 12 that you include are not directly aimed at a response from the City, I am answering the rest.

1. As you know, the Agreement allows the Purchaser to obtain a survey.
2. The provision regarding an increase in the title insurance after you construct would be between you and the title insurer.
3. The "Underground Storage Tank Removal Agreement" to be entered into between Marathon Petroleum Company and the City of Swartz Creek, a copy of which was included with the materials, specifically requires the City to enter into a new "Environmental Assessment or Remediation License" with any of our purchasers. While conceptually I do not disagree that the existing one might be assignable, we have in fact promised to enter into a new one with your client.
4. You are correct that we did not put a specific limit on the "Feasibility Period" in the Agreement. I will call Paul Bueche and ask when his anticipated closing time would be, and insert that. Any reference to the Feasibility Period may be unnecessary. At the time I did the draft of the Agreement, the Buyer had not yet commissioned the Environmental Site Assessment which is now completed. The remaining issue to be answered is whether your client will avail himself of obtaining a survey prior to closing, and if so, how long that will take.
5. See my answer to paragraph 4.

6. The site assessment is complete, though I have not seen it nor do I have a copy of it. It was completed by a professional engaged by your client.
7. The removal agreement has been approved by the City Council, to my understanding, but may not yet have been signed. We would have to attach the proper exhibits for the signature copy of your client's agreement.
8. My understanding is that Marathon intends to begin removal of the tanks right away. I do not know exactly where they stand in that process.
9. We will put the date in as we get closer to closing.
10. I will fix the references so they are consistent.
11. I am not aware of a strict timeline within which Marathon must obtain their No Further Action Determination. My understanding is that once the tanks have been removed and they file their closure report, there is at that point a 90 day period for response by the State.
12. In my way of thinking, there is certainly consideration for the removal agreement. MPC specifically wants access to the property and consent for their response and removal activities. The City, and their subsequent Purchaser, are the beneficiaries of the tank removal and response activities. While there is no specific dollar figure mentioned, it certainly appears to me that there is legally sufficient consideration on both sides.

Please respond to my email or give me a call with additional questions. After I have talked to Paul Bueche I will propose a time frame in lieu of the "Feasibility Period" language and send you a revised document (without exhibits). I believe that the City wants to take this matter up at their city council meeting of next Monday.

Sincerely,

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

Patric A. Parker

PAP/sec
Enclosure(s)

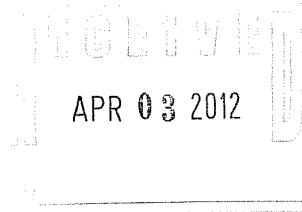


michigan municipal league

Liability & Property Pool

April 2, 2012

City Of Swartz Creek
Attn: Mr. Bueche
8083 Civic Dr.
Swartz Creek, MI 48473



RE: MMLLPP RENEWAL – 07/01/2012

Dear Mr. Bueche:

The Michigan Municipal League Liability and Property Pool appreciates your continued membership. In order to renew your Pool coverage, we ask that you provide the following updated information:

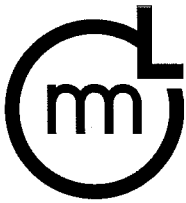
1. Update the enclosed Schedule of Insurance, indicating all changes. When adding a vehicle, indicate the year, make, model, VIN number, cost new, and department.
2. Inland Marine and Electronic Data Processing Equipment are now blanket limits and do not require scheduling. Please verify your blanket (**total**) limit required for these items.
3. If your municipality is not a Member of the MML Workers' Compensation Fund, please provide a copy of your latest workers' compensation audit.
4. Please forward any updated property appraisals.

Please return the attached completed and signed application along with the documents listed above within the next 30 days. We will provide you with your renewal pricing approximately 30 days prior to your renewal. If you need your renewal quote by a certain date, please let us know. Returning your renewal data as soon as possible will help us accommodate your request.

If you have any questions, call your Customer Service Representative, Ellen Skender at 1-800-482-2726, ext. 8582 or your Account Executive, Brian Steckroth at ext. 8283.

Service Provider: Meadowbrook® Insurance Group

Loss Control & Member Services; P.O. Box 2054, Southfield, MI 48037; (248) 204-6123; (800) 482-0626; Fax (248) 358-1614
Southfield Claims Service; P.O. Box 5174, Southfield, MI 48086-5174; (248) 204-6123; (800) 482-0626; Fax (248) 358-3251
Grand Rapids Claims; 3501 Lake Eastbrook S.E., Suite 150, Grand Rapids, MI 49546-5939; (616) 752-7477; Fax (616) 942-0390
www.mmlpool.org



michigan municipal league

MICHIGAN MUNICIPAL LEAGUE LIABILITY & PROPERTY POOL
Administered by the Michigan Municipal League
APPLICATION

INSTRUCTIONS: Please review and update previously supplied information.
Please complete all blank spaces with correct information or N/A if not applicable.

MUNICIPALITY NAME: City Of Swartz Creek
ADDRESS: 8083 Civic Dr. CITY/STATE/ZIP: Swartz Creek, MI 48473
COUNTY: Genesee TYPE: City
TELEPHONE: (810) 635-4464 FAX: (810) 635-2887
E-MAIL ADDRESS: pbueche@cityofswartzcreek.org
INSURANCE CONTACT NAME: Paul Bueche TITLE: Manager PHONE: (810) 635-4464
CURRENT GROSS OPERATING BUDGET OF ALL FUNDS: \$5,231,506
TOTAL PAYROLL LAST FISCAL YEAR: \$0

Please Review, Sign & Update.
Application is only partially complete!

SECTION I. POLICE DEPARTMENT

Check here if this section is not applicable and proceed to next section.

PERSONNEL

Indicate current number by classification:

- 1. Class A - Full-time officers, including chief, with arrest authority 6
2. Class B - Part-time with arrest authority 7
3. Class C - Part-time, auxiliary, or reserve with no arrest authority 0
4. Class D - Clerical/Dispatchers, Civil Process, Jailers/Matrons, Court Security 1
5. Class F - Dogs/Horses 1
6. How many of these officers are certified by the Michigan Commission on Law Enforcement (MCOLES)? 13
7. How many officers with arrest authority have more than five years' experience as a certified law enforcement officer? 13
8. Are any law enforcement activities provided under contract by an outside organization? no

PROCEDURE MANUALS

- 1. Date of last revision of Police Policies and Procedure Manual: 03/2008

JAIL OR PRISONER HOLDING FACILITIES

- 1. Do you detain prisoners in a jail or holding cell? no
2. Indicate the number of cells in your lock-up/holding facility as follows:
a. With Bars: 0 b. Without Bars: 0
3. Average annual number of arrests for the last three years: 350
4. Describe any anticipated improvements in your facilities: none
5. Maximum length of time anyone is held in your lock-up facility: n/a

SECTION II. AMBULANCE OR EMERGENCY MEDICAL SERVICE

Check here if this section is not applicable and proceed to next section.

PERSONNEL

- 1. Certified EMT's: n/a Certified Paramedics: n/a

SERVICES

- 1. Do you provide these services to other communities? n/a
If yes, list communities: n/a
2. Annual number of emergency medical runs: n/a

SECTION III. PUBLIC OFFICIALS

PERSONNEL (Indicate current number by classification).

- 1. Full-time employees (all departments): 20
- 2. Part-time/seasonal employees *not included in question 1.* (all departments): 8

CONTRACTORS

- 1. Number of Contractors: 2
- 2. Personnel cost of contract: 34,800

SECTION IV. AUTOMOBILE LIABILITY

Check here if this section is not applicable and proceed to next section.

- 1. Do you have a formal fleet maintenance program? police only
- 2. Do you have a "dial-a-ride" or other public transit exposure? no

SECTION V. EMPLOYMENT INFORMATION (for all employees, including police)

- 1. Do you use a uniform employment application for all employees? yes
- 2. Do you perform background checks for new employees? yes
- 3. Are there any special criteria used in hiring bus or van drivers? n/a
- 4. Do you have an employee manual? yes
- 5. How many employees have voluntarily resigned in the past 24 months? 1
- 6. How many employees have been terminated in the past 24 months? 0

SECTION VI. PROPERTY

Please update the attached schedule of locations and values.

- 1. When not in use, are your owned vehicles garaged at a location where the combined value of your vehicles exceeds \$100,000? yes
- 2. Do you own any cemeteries? yes
 - a. Number of Headstones: 45
 - b. Number of Plots: 91
- 3. Do you have any vacant or unoccupied buildings? yes
- 4. If yes, please describe and list building address: 4438 S. Morrish Rd. and 7026 Miller

SECTION VII. MUNICIPAL GENERAL LIABILITY

STREETS/ROADS

- 1. How many miles of streets and roads do you maintain? 25

UTILITIES (For each applicable operation, please indicate payroll amount, excluding clerical).

- 1. **Electric Utility Department**
 - a. Payroll, including linemen and plant operators, *not including clerical*: n/a
 - b. Annual receipts: _____
 - c. Annual megawatts sold: _____
 - d. Annual megawatts purchased: _____
 - e. Annual megawatts produced: _____
- 2. **Sewer or Wastewater Treatment**
 - a. Approximate number of miles of sewer lines: 0
 - b. Do you inspect sewer lines? yes If yes, how often? variable
If yes, what inspection method is used? _____
- 3. **Water Department**
 - a. Annual metered water sales: 1,000,000
- 4. **Marinas**
 - a. Annual Receipts: 0
- 5. Do you operate a municipal ski hill? no

SECTION VIII.

CRIME

1. Number of employees handling money or accessing accounts.

4

SECTION IX.

LAND USE

Check here if this section is not applicable and proceed to next section.

1. Does your community have a master plan?

yes

2. When was the plan last reviewed and/or updated?

2010

SECTION X.

SPECIAL EXPOSURES

The Pool's coverage document excludes liability for losses from fireworks, failure to supply utilities, amusement rides, failure of dams, underground storage tanks, and the operation of airports or aircraft. (Please note: *this is for information only; it is not intended to be a complete list of exclusions.* We can help you place appropriate insurance outside of the Pool if you have any of these exposures.)

1. Does your community sponsor any special events or have exposures where liability coverage is needed outside coverage provided by the Pool?

no

2. Are aircraft or watercraft not owned by City of Swartz Creek used for municipal operations?

no

3. Are there any events on municipal property at which beer, wine or liquor are sold?

no

SECTION XI.

OTHER

1. Do you anticipate any changes in services provided to your residents during the coming year? _____

If so, please describe: _____

➤ Please complete/update the attached list of locations requiring state boiler certification inspections including the expiration dates of all certificates.

➤ Return form and additional information to:

Program Manager
Michigan Municipal League Liability and Property Pool
P.O. Box 2054
Southfield, MI 48037-2054

OR e-mail to Ellen Skender at
eskender@meadowbrook.com

The information contained in this application has been reviewed and is true to the best of my knowledge.

Date Completed:	X
-----------------	----------

Prior to binding, application must be signed by an official with authority to make insurance decisions on behalf of the insured entity.

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL
Property Schedule for the City of Swartz Creek
as of 02/07/2012

City Of Swartz Creek
 8083 Civic Dr.
 Swartz Creek, MI 48473

Policy #: MML001107825
 Effective From: 07/01/2011 to 07/01/2012

Michigan Municipal League Liability
 and Property Pool
 PO Box 2054
 Southfield, MI 48037-2054

	LIMITS	DEDUCTIBLE	VALUATION
<u>Location #1: 8083 Civic Dr., Swartz Creek, MI 48473</u>			
Building 1 - City Hall			
Building - Appraisal Date: 2010-08-11	\$1,666,900	\$250	Replacement Cost
Contents	\$211,000	\$250	Replacement Cost
Building 2 - Lighting, Fencing, Veterans Memorial			
Property In The Open	\$326,000	\$250	Replacement Cost
<u>Location #2: 5125 Morrish Rd., Swartz Creek, MI 48473</u>			
Building 1 - Garage, Storage Building			
Building - Appraisal Date: 2010-08-11	\$91,900	\$250	Replacement Cost
Contents	\$10,000	\$250	Replacement Cost
Building 2 - Salt Shed			
Building	\$20,946	\$250	Replacement Cost
Building 3 - Dps Storage Garage #2			
Building - Appraisal Date: 2010-08-11	\$444,600	\$250	Replacement Cost
Contents	\$158,000	\$250	Replacement Cost
<u>Location #3: 8499 Miller Rd., Swartz Creek, MI 48473</u>			
Building 1 - Water Tower			
Property In The Open	\$1,168,100	\$250	Replacement Cost
Building 2 - Fencing			
Property In The Open	\$7,500	\$250	Replacement Cost
<u>Location #4: 5363 Winshall Dr., Swartz Creek, MI 48473</u>			
Building 1 - Pavilion #1			
Building	\$5,676	\$250	Replacement Cost
Building 2 - Pavilion #2			
Building	\$5,676	\$250	Replacement Cost
Building 3 - Pavilion #3			
Building	\$5,676	\$250	Replacement Cost
Building 4 - Pavilion #4			
Building	\$5,497	\$250	Replacement Cost
Building 5 - Restroom			
Building	\$63,464	\$250	Replacement Cost

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

Property Schedule for the City of Swartz Creek

as of 02/07/2012

City Of Swartz Creek
8083 Civic Dr.
Swartz Creek, MI 48473

Policy #: MML001107825
Effective From: 07/01/2011 to 07/01/2012

Michigan Municipal League Liability
and Property Pool
PO Box 2054
Southfield, MI 48037-2054

	LIMITS	DEDUCTIBLE	VALUATION
<u>Location #4: 5363 Winshall Dr., Swartz Creek, MI 48473</u>			
Building 6 - Restroom			
Building	\$67,349	\$250	Replacement Cost
<u>Location #5: 5127 Morrish Rd., Swartz Creek, MI 48473</u>			
Building 1 - Equipment Shed			
Building	\$17,561	\$250	Replacement Cost
Contents	\$14,000	\$250	Replacement Cost
<u>Location #6: 4125 Elms Rd., Swartz Creek, MI 48473</u>			
Building 1 - Pavilion #1			
Building	\$15,890	\$250	Replacement Cost
Contents	\$2,000	\$250	Replacement Cost
Building 2 - Pavilion, Restroom			
Building - Appraisal Date: 2010-08-11	\$100,100	\$250	Replacement Cost
Contents	\$3,000	\$250	Replacement Cost
Building 3 - Pavilion #2			
Building	\$4,888	\$250	Replacement Cost
Building 4 - Pavilion #3			
Building	\$4,888	\$250	Replacement Cost
Building 5 - Tennis Courts, Bball Hoops, Fencing, Playground Equipment			
Building - Appraisal Date: 1998-10-01	\$212,300	\$250	Replacement Cost
Building 6 - Gazebo			
Building	\$14,190	\$250	Replacement Cost
Building 8 - Pavilion			
Building	\$28,154	\$250	Replacement Cost
<u>Location #7: 5033 Holland Dr., Swartz Creek, MI 48473</u>			
Building 1 - Pavilion			
Building	\$4,888	\$250	Replacement Cost
Building 2 - Retaining Wall			
Property In The Open	\$225,000	\$250	Replacement Cost

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

Property Schedule for the City of Swartz Creek

as of 02/07/2012

City Of Swartz Creek
8083 Civic Dr.
Swartz Creek, MI 48473

Policy #: MML001107825
Effective From: 07/01/2011 to 07/01/2012

Michigan Municipal League Liability
and Property Pool
PO Box 2054
Southfield, MI 48037-2054

	LIMITS	DEDUCTIBLE	VALUATION
<u>Location #9: 8301 Cappy Ln., Swartz Creek, MI 48473</u>			
Building 1 - Sewer Lift Station			
Building - Appraisal Date: 2010-08-11	\$89,300	\$250	Replacement Cost
Contents	\$71,000	\$250	Replacement Cost
Building 2 - Generator, Lighting, Fencing			
Property In The Open	\$82,400	\$250	Replacement Cost
<u>Location #11: 8095 Civic Dr., Swartz Creek, MI 48473</u>			
Building 1 - Library & Senior Citizens Center			
Building - Appraisal Date: 2010-08-11	\$1,633,400	\$250	Replacement Cost
Contents	\$100,000	\$250	Replacement Cost
Building 2 - Lighting			
Property In The Open	\$10,400	\$250	Replacement Cost
<u>Location #12: 8100 Civic Dr., Swartz Creek, MI 48473</u>			
Building 1 - Public Safety Building			
Building - Appraisal Date: 2010-08-11	\$2,100,600	\$250	Replacement Cost
Contents	\$182,000	\$250	Replacement Cost
Building 2 - Antenna, Lighting			
Property In The Open	\$42,100	\$250	Replacement Cost
<u>Location #13: Miller & Seymour, Swartz Creek, MI 48473</u>			
Building 1 - Sign			
Property In The Open	\$5,600	\$250	Replacement Cost
<u>Location #14: Cemetery Morrish Rd., Swartz Creek, MI 48473</u>			
Building 1 - Fencing, Sign, Flagpole			
Property In The Open	\$24,300	\$250	Replacement Cost
<u>Location #15: 4438 Morrish, Swartz Creek, MI 48473</u>			
Building 1 - Dwelling			
Building - Appraisal Date: 2011-08-11	\$110,100	\$250	Replacement Cost
Building 2 - Garage			
Building	\$42,448	\$250	Replacement Cost
Building 3 - Garage			
Building	\$42,448	\$250	Replacement Cost

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

Property Schedule for the City of Swartz Creek

as of 02/07/2012

City Of Swartz Creek
8083 Civic Dr.
Swartz Creek, MI 48473

Policy #: MML001107825
Effective From: 07/01/2011 to 07/01/2012

Michigan Municipal League Liability
and Property Pool
PO Box 2054
Southfield, MI 48037-2054

	LIMITS	DEDUCTIBLE	VALUATION
--	--------	------------	-----------

Location #16: Veterans Park, Swartz Creek, MI 48473

Building 1 - Statues, Monuments, Benches

Property In The Open	\$400,000	\$250	Replacement Cost
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Total Property Limit: \$9,841,241

Additional Coverages and Coverage Extensions

Accounts Receivable	\$100,000	\$250	N/A
Computer Equipment and Media	\$55,000	\$250	N/A
Consequential Damage	Included	\$0	N/A
Debris Removal up to \$5,000,000 or 25% of Total Property Limit	Included	\$250	N/A
Demolition and Increased Cost of Construction	\$100,000	\$250	N/A
Earth Movement	\$2,000,000	\$5,000	N/A
Expediting Expense	\$100,000	\$0	N/A
Extra Expense	\$100,000	\$0	N/A
Fine Arts	\$100,000	\$250	N/A
Flood	\$1,000,000	\$5,000	N/A
Loss of Income	\$100,000	\$0	N/A
Loss of Rents	\$100,000	\$0	N/A
Ornamental Trees, Shrubs, Plants or Lawns	\$5,000	\$250	N/A
Personal Effects and Property of Others	\$500	\$250	N/A
Protection and Preservation	\$100,000	\$0	N/A
Valuable Papers and Records	\$100,000	\$250	N/A

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL
Inland Marine Schedule for the City of Swartz Creek
as of 02/07/2012

City Of Swartz Creek
8083 Civic Dr.
Swartz Creek, MI 48473

Policy #: MML001107825
Effective From: 07/01/2011 to 07/01/2012

Michigan Municipal League Liability
and Property Pool
PO Box 2054
Southfield, MI 48037-2054

DESCRIPTION		
Contractors Equipment	\$265,302	\$250
Radio Equipment	\$42,448	\$250
2 Inland Marine Items		

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL
Automobile Schedule for the City of Swartz Creek
as of 02/07/2012

City Of Swartz Creek
8083 Civic Dr.
Swartz Creek, MI 48473

Policy #: MML001107825

Effective From: 07/01/2011 to 07/01/2012

Michigan Municipal League Liability
and Property Pool
PO Box 2054
Southfield, MI 48037-2054

VEH	INSD#	YEAR	MAKE/MODEL/BODY TYPE	VIN
1		1993	Chevy/Truck	1GCGK24K3PE205535
	Dept: Dpw		Comp Deduct: \$250	Coll Deduct: \$1,000
				Actual Cash Value
2		1999	Chevy/Dump Truck	1GDKC34J9XF022179
	Dept:		Comp Deduct: \$250	Coll Deduct: \$1,000
				Actual Cash Value
3		2001	Chevy/S-10 Pickup	1GCCS145X1K141151
	Dept:		Comp Deduct: \$250	Coll Deduct: \$1,000
				Actual Cash Value
4		2003	Gmc/Dump Truck	1GDP8J1CX3F509869
	Dept: Public Service		Comp Deduct: \$250	Coll Deduct: \$1,000
				Actual Cash Value
5		2003	Dodge/Ram Pickup	3D7KU26663G853142
	Dept:		Comp Deduct: \$250	Coll Deduct: \$1,000
				Actual Cash Value
6		2004	Dodge/Pickup	3D7KU26C04G117546
	Dept:		Comp Deduct: \$250	Coll Deduct: \$1,000
				Actual Cash Value
7		1984	Ford/Pickup W/bucket Limti	1F3767ECA1923H
	Dept:		Comp Deduct: \$250	Coll Deduct: \$1,000
				Actual Cash Value
8		2005	Gmc/5 Yard Dump Truck	1GDP8C1C75F504272
	Dept: Dps		Comp Deduct: \$250	Coll Deduct: \$1,000
				Actual Cash Value
9		2005	Chevy/Impala	2G1WF52EX59143168
	Dept: Police		Comp Deduct: \$250	Coll Deduct: \$1,000
				Actual Cash Value
10		2006	Chevy/Impala	2G1WF52E159138649
	Dept: Police		Comp Deduct: \$250	Coll Deduct: \$1,000
				Actual Cash Value
11		2007	Dodge/Charger	2B3KA43G27H844375
	Dept: Police		Comp Deduct: \$250	Coll Deduct: \$1,000
				Actual Cash Value
12		2007	Sterling/Street Sweeper	49HAADB67DX61697
	Dept: Dpw		Comp Deduct: \$250	Coll Deduct: \$1,000
				Actual Cash Value
13		2009	Dodge/Charger	2B3KA43V59H519401
	Dept: Police		Comp Deduct: \$250	Coll Deduct: \$1,000
				Actual Cash Value
14		2008	Chevy/Silverado	1GCHK24K18E193634
	Dept:		Comp Deduct: \$250	Coll Deduct: \$1,000
				Actual Cash Value
15		2008	Chevy/Silverado	1GCHK24K88E193467
	Dept:		Comp Deduct: \$250	Coll Deduct: \$1,000
				Actual Cash Value
16		2009	Dodge/Charger	2B3KA43V09H637226
	Dept: Police		Comp Deduct: \$250	Coll Deduct: \$1,000
				Actual Cash Value

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL
Automobile Schedule for the City of Swartz Creek
as of 02/07/2012

City Of Swartz Creek
 8083 Civic Dr.
 Swartz Creek, MI 48473

Policy #: MML001107825

Effective From: 07/01/2011 to 07/01/2012

Michigan Municipal League Liability
 and Property Pool
 PO Box 2054
 Southfield, MI 48037-2054

VEH	INSD#	YEAR	MAKE/MODEL/BODY TYPE	VIN
17		2010	Dodge/Charger	2B3AA4CV2AH272161
	Dept: Police		Comp Deduct: \$250	Coll Deduct: \$1,000
				Actual Cash Value
18		2012	Dodge/Charger	2C3CDXAG0CH200144
	Dept: Police		Comp Deduct: \$250	Coll Deduct: \$1,000
				Actual Cash Value

18 Vehicles

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL
Crime Schedule for the City of Swartz Creek
as of 02/07/2012

City Of Swartz Creek
 8083 Civic Dr.
 Swartz Creek, MI 48473

Policy #: MML001107825
 Effective From: 07/01/2011 to 07/01/2012

Michigan Municipal League Liability
 and Property Pool
 PO Box 2054
 Southfield, MI 48037-2054

DESCRIPTION	LIMITS	DEDUCTIBLE
Depositors Forgery	\$100,000	\$0
Employee Dishonesty	\$100,000	\$0
Money/Securities Loss Inside	\$100,000	\$0
Money/Securities Loss Outside	\$100,000	\$0
Money Orders/Counterfeit	\$100,000	\$0

Bonds

Bond A: Treasurer	\$100,000	N/A
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Total Number of Bonds = 1

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL
Additional Interests Schedule for the City of Swartz Creek
as of 02/07/2012

City Of Swartz Creek
 8083 Civic Dr.
 Swartz Creek, MI 48473
 Policy #: MML001107825
 Effective From: 07/01/2011 to 07/01/2012

Michigan Municipal League Liability
 and Property Pool
 PO Box 2054
 Southfield, MI 48037-2054

Additional Interest's Name	Coverage
City Of Swartz Creek Downtown Dev Auth	General Liability
D & L Equipment, Inc.	Property
Dave Kunz	General Liability
Genesee County And The Genesee County Sheriff	General Liability
Leon Buning	General Liability
Robert Davis	General Liability
Swartz Creek Fine Arts Association, Inc.	General Liability
United Methodist Church Of Swartz Creek	General Liability

**If Adding An Additional
 Interest, Please Provide:
 Name, Address and Applicable
 Item / Event.**

Coverage and Cost Summary

City Of Swartz Creek

Effective 07-01-2012 to 07-01-2013

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Municipal General Liability (Coverage A)	\$10,000,000	N/A	\$0
Sewer Back-Up Sublimit	No Coverage	N/A	N/A
Personal Injury Liability (Coverage B)	\$10,000,000	N/A	\$0
Medical Payments (Coverage C)	\$10,000	N/A	N/A
Public Officials Liability (Coverage D)	\$10,000,000	N/A	\$0
Law Enforcement Liability (Coverages A, B, and D)	\$10,000,000	N/A	\$0
Employee Benefit Liability	\$1,000,000	\$1,000,000	\$0
Fire Legal Liability	\$100,000	N/A	N/A
Dam Liability	No Coverage	N/A	N/A
Marina Operator Liability	No Coverage	N/A	N/A
Additional Interest	\$10,000,000	N/A	\$0
Automobile Liability (Coverages A and B)	\$10,000,000	N/A	\$0
<u># Vehicles</u>	<u>Comp</u>	<u>Coll</u>	
18	\$250	\$1,000	

Coverages A, B, and D are provided with a combined single limit of liability. The most the Pool will pay for any one occurrence is \$10,000,000 regardless of the number of coverages involved in the occurrence.

Property

Property - Blanket Basis	\$9,658,870	N/A	\$250
Boiler and Machinery	Included	N/A	\$250
Building(s)	Included	N/A	\$250
Contents	Included	N/A	\$250
Property in the Open	Included	N/A	\$250
Protection & Preservation	Included	N/A	N/A
Property - Limited Replacement Cost, if applicable	\$0	N/A	\$0
Accounts Receivable	\$100,000	N/A	\$250
Consequential Damage	\$100,000	N/A	N/A
Contractor's Equipment	\$265,302	N/A	\$250
Debris Removal - the lesser of 25% of physical damage loss or	\$5,000,000	\$5,000,000	N/A
Demolition & Increased Costs of Construction Limit	\$100,000	N/A	N/A
Earthquake	\$2,000,000	\$2,000,000	\$5,000
Electronic Data Processing Equip	\$100,000	N/A	\$250
Expediting Expense	\$100,000	N/A	N/A



Coverage and Cost Summary City Of Swartz Creek

Effective 07-01-2012 to 07-01-2013

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Extra Expense	\$100,000	N/A	N/A
Fine Arts	\$100,000	N/A	\$250
Flood (Except for Members located in Flood Zone A, AO, AH, A1-A999, AE, or AR)	\$1,000,000	\$1,000,000	\$5,000
Loss of Income	\$100,000	N/A	N/A
Loss of Rents	\$100,000	N/A	N/A
Ornamental Trees, Shrubs, Plants or Lawn	\$5,000	\$10,000	\$250
Personal Effects & Property of Others	\$500	\$2,500	\$250
Radio Equipment	\$42,448	N/A	\$250
Valuable Papers	\$100,000	N/A	\$250
Comprehensive Crime Coverage			
Employee Dishonesty Blanket/Faithful Performance	\$100,000	N/A	N/A
Depositors Forgery	\$100,000	N/A	N/A
Money and Securities Inside	\$100,000	N/A	N/A
Money and Securities Outside	\$100,000	N/A	N/A
Money Orders and Counterfeit Paper	\$100,000	N/A	N/A
Bonds			
Bond #: A Treasurer	\$100,000	N/A	N/A

Only one deductible applies to claims involving two or more property coverages.

The Michigan Municipal League Liability and Property Pool is pleased to offer all coverages and services described in this proposal for an annual premium of \$59,450.

Paul Bueche

From: Brian Steckroth [Brian.Steckroth@Meadowbrook.com]
Sent: Tuesday, June 12, 2012 5:16 PM
To: Paul Bueche
Subject: FW: property and liability insurance renewal for City of Swartz Creek
Attachments: SKMBT_C65212061110230.pdf

Paul:

Did council accept this last night?

Brian

From: Brian Steckroth
Sent: Monday, June 11, 2012 10:22 AM
To: pbueche@cityofswartzcreek.org
Subject: property and liability insurance renewal for City of Swartz Creek
Importance: High

Paul:

Just a quick note to let you know the renewal premium for the property and liability insurance renewal for City of Swartz Creek effective 7/1/12-13. The renewal premium is \$59,450 compared to the expiring premium of \$58,103. This is an increase of \$1,347. There are a couple reasons for the increase in premium:

- 1) The State of Michigan increased the per vehicle surcharge for the MCCA under the auto liability
- 2) The total payroll for the City increased by \$13,219

Also, please remember the Board of Directors of the Michigan Municipal League Liability & Property Pool voted to return \$2.8 million in equity to members who renew coverage in 2012. The amount of dividend that City of Swartz Creek would receive after the City renews for the July 1, 2012-13 and pays the annual policy premium is \$9,451.

Attached is the cost coverage summary that outlines the coverages and limits, which are the same as the current policy.

Please drop me an email and let me know if you would like any additional limit and/or deductible options or if the policy should be issued as per the attached cost coverage summary.

Should you have any questions, please contact me.

Best Regards,

<<SKMBT_C65212061110230.pdf>>

Brian M. Steckroth

Account Executive

Meadowbrook Insurance Group

248-204-8283 Direct Line

248-281-0693 Fax

248-943-1186 Cell

Paul Bueche

From: Brian Steckroth [Brian.Steckroth@Meadowbrook.com]

Sent: Monday, June 11, 2012 3:45 PM

To: Paul Bueche

Subject: Fwd: Sewer Back up Quote

Paul:

The sewer back liability coverage with limits of \$100K aggregate and \$100K per occurrence with a \$0 per occurrence deductible is an annual premium of \$2,505.

Please let me know if you wish to this coverage to the renewal.

Best Regards,

Brian Steckroth
Account Executive
Meadowbrook Insurance Group
Direct Line 248-204-8283
Cell 248-943-1186
Fax 248-281-0693

Begin forwarded message:

From: "Kim Newberry" <Kimberly.Newberry@Meadowbrook.com>

Date: June 11, 2012 3:35:24 PM EDT

To: "Brian Steckroth" <Brian.Steckroth@Meadowbrook.com>

Subject: RE: Sewer Back up Quote

SBU quote is \$2505.

Kimberly Newberry, MPA, AINS, CPIW

Senior Municipal Underwriter
Meadowbrook Insurance Group
Phone 248-204-8540 or 1-800-482-2726
Fax 248-281-0514

From: Brian Steckroth

Sent: Monday, June 11, 2012 3:34 PM

To: Kim Newberry

Subject: Fwd: Sewer Back up Quote

Kim

Below is the info you requested. Please review and provide a sbu quote.

Thank you,

Brian Steckroth
Account Executive
Meadowbrook Insurance Group
Direct Line 248-204-8283

Cell 248-943-1186
Fax 248-281-0693

Begin forwarded message:

From: Paul Bueche <PBueche@cityofswartzcreek.org>
Date: June 11, 2012 2:51:32 PM EDT
To: Brian Steckroth <Brian.Steckroth@Meadowbrook.com>
Subject: RE: Sewer Back up Quote

Brian,

About 25 miles and we have paid nothing in many years.

Paul

From: Brian Steckroth [mailto:Brian.Steckroth@Meadowbrook.com]
Sent: Monday, June 11, 2012 1:45 PM
To: Paul Bueche
Subject: Sewer Back up Quote
Importance: High

Paul

I am working on getting you a quote on the sewer back up coverage.

There are a couple pieces of info I will need:

- 1) Total miles of sewer lines (both sanitary and storm)
- 2) Please confirm that the City has not paid out any amounts to cover sewer claims over the past 5 years.

Should you have any questions, please contact me.

Best Regards,

Brian M. Steckroth

Account Executive

Meadowbrook Insurance Group

248-204-8283 Direct Line

248-281-0693 Fax

248-943-1186 Cell

From: Brian Steckroth
Sent: Monday, June 11, 2012 10:22 AM
To: pbueche@cityofswartzcreek.org
Subject: property and liability insurance renewal for City of Swartz Creek
Importance: High

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- 2) The total payroll for the City increased by \$13,219

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Best Regards,

<<SKMBT_C65212061110230.pdf>>

Brian M. Steckroth

Account Executive

Meadowbrook Insurance Group

248-204-8283 Direct Line

248-281-0693 Fax

248-943-1186 Cell



Paul Bueche

City Manager

pbueche@cityofswartzcreek.org

19-March-2012

Honorable Chairperson, Board Members

Swartz Creek Tax Board of Appeals

Re: **Parcel #58-36-578-018**
Outlot "B" Wray Acres
Owner: City of Swartz Creek

On behalf of the City, I kindly request review of the aforementioned parcel for consideration of reduction in the assessed and taxable values. The original intended use of the parcel is speculated to be access to parcels to the north. In addition, the lot serves as a right of way medium for water, storm and sanitary sewer to the adjoining parcels. The previous owner was Woodside Builders who held it for the stated reasons in conjunction with the development of the Springbrook East Condominium Association. Economic recession resulted in the termination of the Springbrook East Project and bank subsequently forced liquidation of Woodside holdings, inclusive of this lot. The City has acquired it by quit-claim instrument from Woodside after bank release of the lien. The public purpose is existing and future underground public utilities for parcels to the north. Lot dimensions are 60' frontage on Miller by 300' depth rendering it nearly, if not impossible, to build on.

Included are reference documents consisting of: petition, petition decision, plat map, aerial photograph, parcel dimension maps (Arc View) and conceptual site plan for Springbrook East Condominiums'. Your time and attention to this matter is greatly appreciated.

Sincerely,

Paul Bueche

City Manager

City of Swartz Creek

8083 Civic Drive

Swartz Creek Michigan 48473

Phone: (810)-635-4464

Fax: (810)-635-2887

www.cityofswartzcreek.org

<ftp://cityofswartzcreek.org>

108

Petition to Board of Review

L-4035

This form is issued under the authority of P.A. 206 of 1893, as amended. Filing is voluntary, however you may not appeal to the Michigan Tax Tribunal or the State Tax Commission unless you first protest to the Board of Review

TO BE COMPLETED BY OWNER OR OWNER'S AGENT

Owner's Name (Please Print or Type) CITY OF SWARTZ CREEK	Petitioner's Name (If Other than Owner. Please Print or Type) - SAME -
Township or City CITY OF SWARTZ CREEK	County GENESEE

The undersigned protests the assessed value and/or the tentative taxable value and/or the property classification and/or the qualified agricultural property exemption of the following described property:

Property Identified (Parcel code required. Property address & legal description optional) :

58-36-578-018

MILLER RD

LOT B WRAY ACRES 84-0000-000

Protested Item Assessed Value Tentative Taxable Value Classification Qualified Agricultural Property Exemption

1. PROTEST OF ASSESSMENT

(Complete this section for a protest of assessed value and/or tentative taxable value)

Assessed Amount 7,000	Owner's Estimated True Cash Value \$ 1,000.	Tentative Taxable Value 5,447	Year 2012
---------------------------------	---	---	---------------------

2. PROTEST OF CLASSIFICATION

(Complete this section for a request to change the classification. The Board of Review must make their decision regarding classification in accordance with section 211.34c of the Michigan Compiled Laws. The Board of Review shall not be influenced by the effect that a particular classification has on that property's status as a homeowner's principal residence or qualified agricultural property.)

Classification of property on this year's assessment roll: **400**

Classification should be: (Please check one of the following)

Agricultural Industrial Timber Cutover Utility (Personal Property Only)

Commercial Residential Developmental

3. PROTEST OF EXEMPTION FOR QUALIFIED AGRICULTURAL PROPERTY

(If the assessor has denied or changed the percentage of the exemption from the 18 mills of local school operating tax for qualified agricultural property, the owner may appeal this action to the March Board of Review. THE BOARD OF REVIEW HAS NO AUTHORITY TO CONSIDER OR ACT UPON THE EXEMPTION FROM THE 18 SCHOOL OPERATING MILLS FOR HOMEOWNER'S PRINCIPAL RESIDENCE PROPERTIES.)

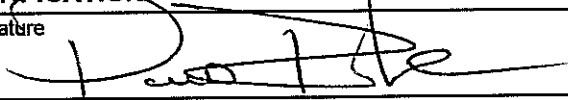
Percent Qualified Agricultural Exemption Granted by Assessor: Enter 0 if exemption is denied)	Percent Qualified Agricultural Exemption Requested by Owner: (Enter 100 if full exemption requested)
---	--

4. REASON FOR PROTEST

State reason(s) for protest of assessed value and/or the tentative taxable value and/or classification and/or qualified agricultural property exemption.

- SEE ATTACHED NARRATIVE -

CERTIFICATION

Signature 	Date 03/13/2012
Address CITY MANAGER	Phone Number 810-635-4464

FOR BOARD OF REVIEW USE ONLY

INSTRUCTIONS: Incorporate a copy of this form and the assigned number in the Board of Review minutes.

Petition Number	Parcel Code 58-36-578-018
-----------------	-------------------------------------

1. ASSESSED VALUE

Disposition by Board of Review. The Board of Review must state the reason for its action below.

Denied Assessed Value Changed From: 7,000 To: _____

Record of Vote - Board or three member committee of board

Chairperson: YES NO _____ Member: YES NO _____ Member: YES NO _____

Reason for Board Action:

If you disagree with the decision of the Board of Review regarding tentative assessed value, further appeal may be made to the Michigan Tax Tribunal, P.O.Box 30232, Lansing, Mi. 48909 by May 31 for Commercial Real, Industrial Real, Developmental Real, Commercial Personal, Industrial Personal and Utility Personal Property by July 31 for Agricultural Real, Residential Real, Timber - Cut Over Real, and Agricultural Personal Property.

2. TENTATIVE TAXABLE VALUE

Disposition by Board of Review. The Board of Review must state the reason for its action below.

Denied Tentative Taxable Value Changed From: 5,447 To: _____

Record of Vote - Board or three member committee of board.

Chairperson: YES NO _____ Member: YES NO _____ Member: YES NO _____

Reason for Board Action:

If you disagree with the decision of the Board of Review regarding tentative taxable value, further appeal may be made to the Michigan Tax Tribunal, P.O.Box 30232, Lansing, Mi. 48909 by May 31 for Commercial Real, Industrial Real, Developmental Real, Commercial Personal, Industrial Personal and Utility Personal Property by July 31 for Agricultural Real, Residential Real, Timber - Cut Over Real, and Agricultural Personal Property.

3. CLASSIFICATION

Disposition by Board of Review. The Board of Review must state the reason for its action below.

Denied Classification Changed From: 400 To: _____

Record of Vote - Board or three member committee of board.

Chairperson: YES NO _____ Member: YES NO _____ Member: YES NO _____

Reason for Board Action:

If you disagree with the decision of the Board of Review regarding classification, appeal is made by sending Form 2167 to the State Tax Commission, P.O. Box 30471, Lansing, Mi. 48909 by June 30.

4. QUALIFIED AGRICULTURAL PROPERTY EXEMPTION

Disposition by Board of Review. The Board of Review must state the reason for its action below.

Exemption Request Denied Exemption percent modified from _____ % To: _____ %

Record of Vote - Board or three member committee of board.

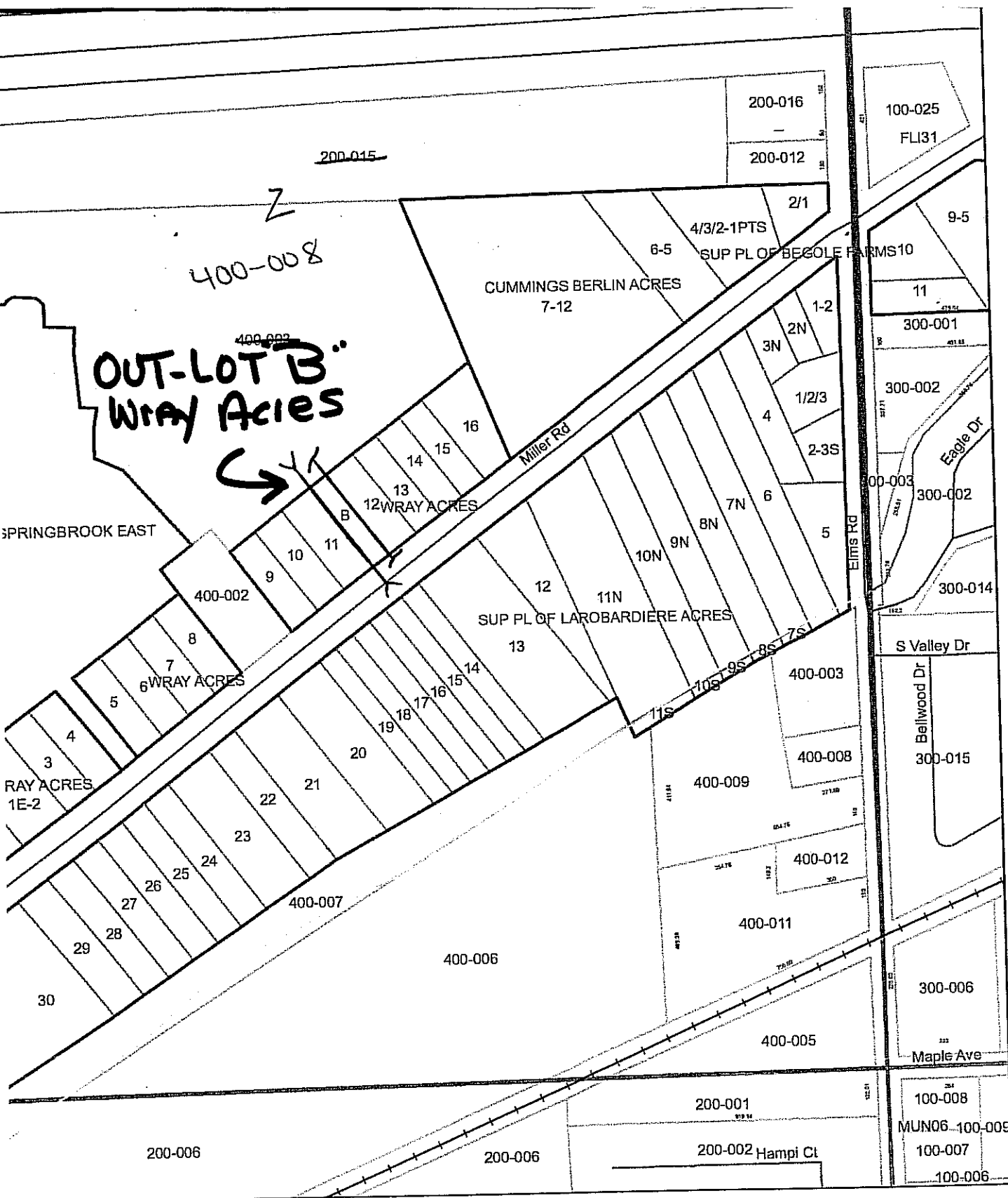
Chairperson: YES NO _____ Member: YES NO _____ Member: YES NO _____

Reason for Board Action:

If you disagree with the decision of the Board of Review regarding classification, appeal is made by sending Form 2167 to the State Tax Commission, P.O. Box 30471, Lansing, Mi. 48909 by June 30.

5. Adjournment

Date of Final adjournment of Board of Review	
Board of Review Secretary Signature	Date

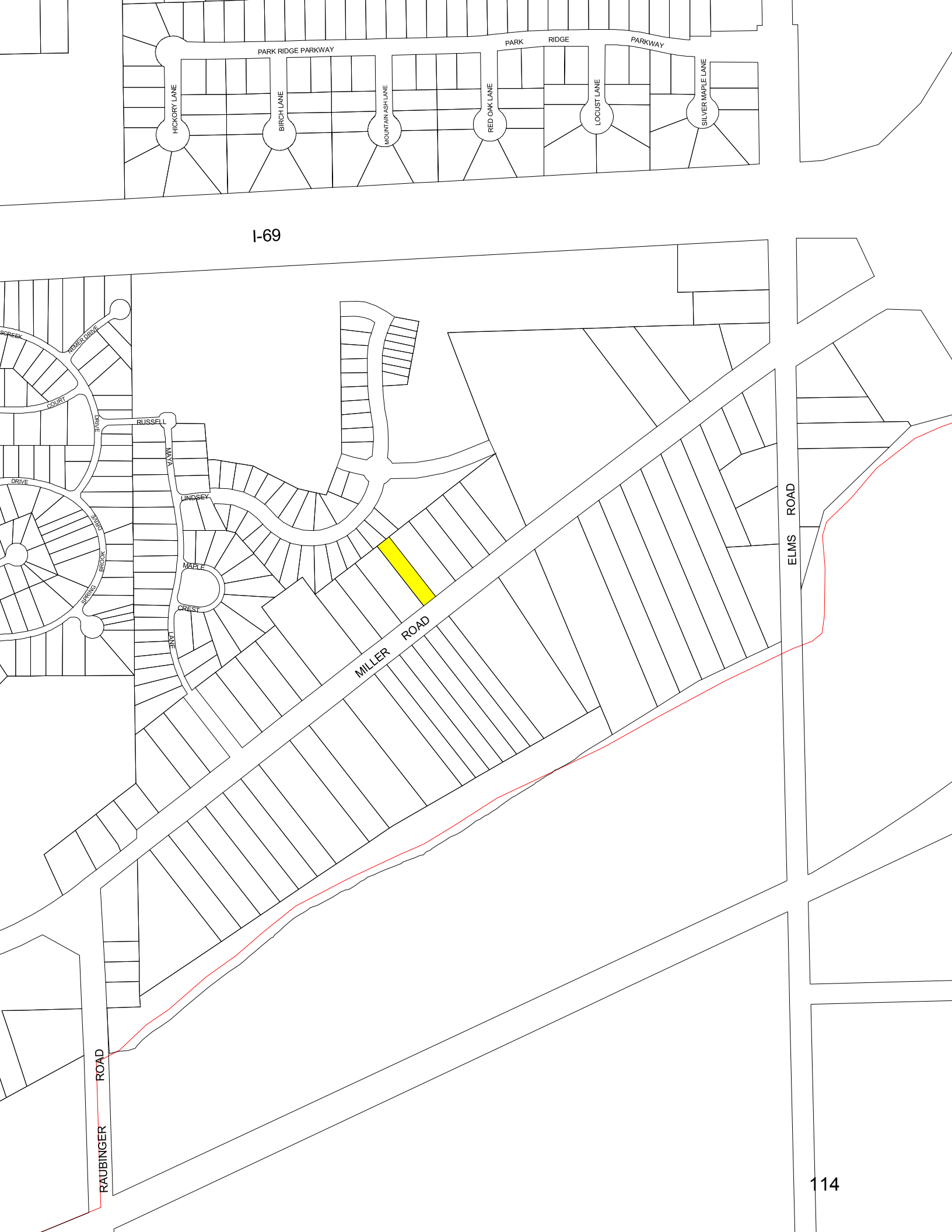


- Subcon
- Sitecondominiums
- Roads
- Railroads



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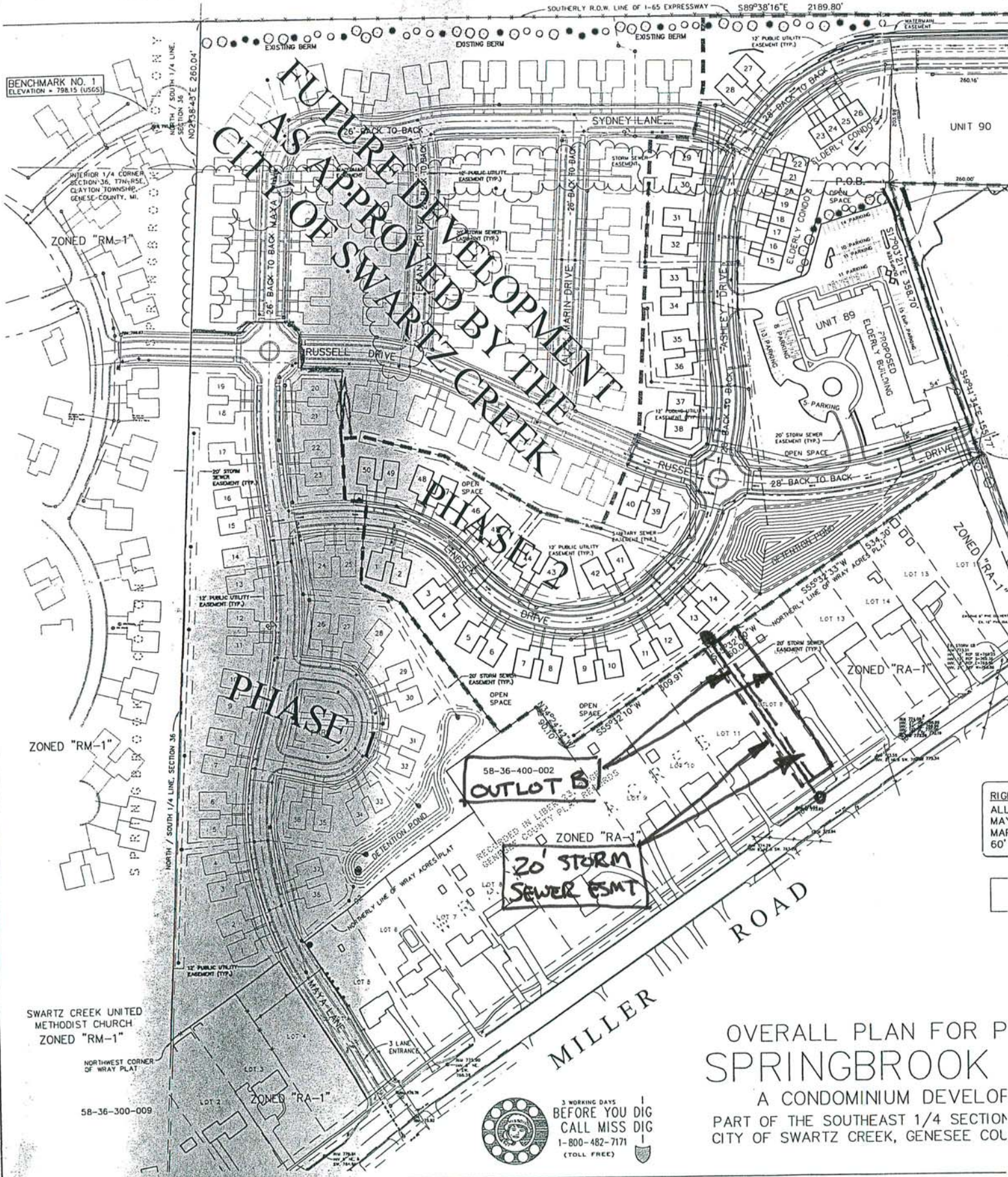


I-69

SITE INFORMATION

ZONED: "P01"
 TYPICAL FRONT SETBACK FROM R.O.W. LINE = 19'
 TYPICAL SEPARATION BETWEEN UNITS = 25'
 TYPICAL REAR SETBACK = 25'

I-69 EXPRESSWAY



58-36-400-002
OUTLOT B

20' STORM SEWER ESMT

**OVERALL PLAN FOR P
 SPRINGBROOK**
 A CONDOMINIUM DEVELOP
 PART OF THE SOUTHEAST 1/4 SECTION
 CITY OF SWARTZ CREEK, GENESEE COL

3 WORKING DAYS
 BEFORE YOU DIG
 CALL MISS DIG
 1-800-482-7171
 (TOLL FREE)



2012 BOARD OF REVIEW DECISION

FROM

CITY OF SWARTZ CREEK

8083 CIVIC DRIVE
SWARTZ CREEK MI 48473-1498

NAME AND ADDRESS OF OWNER OR PERSON NAMED ON ASSESSMENT ROLL:

CITY OF SWARTZ CREEK
8083 CIVIC DRIVE
SWARTZ CREEK MI 48473

PROPERTY IDENTIFICATION: (Parcel Code required. Property address and legal description optional.):

58-36-578-018 MILLER RD

LOT B WRAY ACRES 84-0000-000

THIS PROPERTY IS CLASSIFIED 400 (RESIDENTIAL VACANT)

Thank you for attending this years March Board of Review. The Board has reviewed the information you supplied and the data necessary to compute your assessment and taxable value.

The Board has completed their review of parcel number 58-36-578-018

They have made the following determination based on the information you supplied.

Board of Review Comments

ADJUSTED FOR UNBUILDABLE

2012 ORIGINAL ASSESSED VALUE	7,000
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2012 "BOARD OF REVIEW" ASSESSED VALUE	1,000
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(If the above amounts are the same, no revisions have occurred)

2012 ORIGINAL TAXABLE VALUE	5,447
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2012 "BOARD OF REVIEW" TAXABLE VALUE	1,000
--------------------------------------	-------

2012 PRINCIPAL RESIDENCE EXEMPTION/QUALIFIED AG	0.0000
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Please feel free to contact the assessor at the address listed above or call if you have any questions.

If you disagree with the decision of the Board of Review regarding tentative taxable value, further appeal may be made to the Michigan Tax Tribunal, P.O. Box 30232, Lansing, Mi. 48909 by May 31 for Commercial Real, Industrial Real, Developmental Real, Commercial Personal, Industrial Personal and Utility Personal Property by July 31 for Agricultural Real, Residential Real, Timber - Cut Over Real, and Agricultural Personal Property.

Michigan Tax Tribunal
P.O. Box 30232
Lansing, MI 48909

Property Classification appeals ONLY may be appealed to the State Tax Commission

State Tax Commission
Classification Appeals
P.O.Box 30471
Lansing MI 48909

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE DOWNTOWN DEVELOPMENT AUTHORITY
DATE 06/14/12**

The Regular Meeting was called to order at 6:02, by Boardmember Nemer in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Board Members Present: Abrams, Eckerdt, Gardner, Nemer, Mardlin, Bueche, Spence.

Board Members Absent: Hull, Raffaelli.

Staff Present: Adam Zettel (Late Arrival).

Others Present: Angelo Parlove (View Newspaper)

APPROVAL OF AGENDA:

Resolution No. 061412-01

(Carried)

Motion by Boardmember Mardlin
Second by Boardmember Spence

The Swartz Creek City Downtown Development Authority approves the amended agenda of the April 12, 2012 DDA Meeting.

YES: Unanimous Voice Vote.

NO: None. Motion declared carried.

APPROVAL OF MINUTES:

Resolution No. 061412-02

(Carried)

Motion by Boardmember Spence
Second by Boardmember Mardlin

Friendly amendment: Typing error, amended to show Gardner present at the meeting of April 12, 2012. The Swartz Creek City Downtown Development Authority approves the amended minutes for the April 14, 2012 meeting.

YES: Unanimous Voice Vote.

NO: None. Motion declared carried.

MEETING OPEN TO THE PUBLIC:

No public comment.

BUSINESS:

Façade Program, Budget Amendment

Boardmember Mardlin requests we visit re-installing funds into the Façade Program. Lengthy discussion followed reviewing fund balances, projections on future revenues and in the absence of revenues, how long the DDA can continue to provide programs at the current level. General consensus is that the re-installation of \$5,000 from fund balance into the façade program would not have significant impact on future funding.

Resolution No. 061412-03

(Carried)

Motion by Boardmember Bueche
Second by Boardmember Eckerdt

The Swartz Creek City Downtown Development Authority approve an amendment to the 2012-2013 FY Budget, allowing for a transfer of \$5,000 from unrestricted fund balance to the Façade Program, Account # 248-728-003, and further, direct the staff to seek the necessary budget amendment approval from the City Council.

YES: Unanimous Voice Vote.
NO: None. Motion declared carried.

MEETING OPEN TO PUBLIC:

No public comment.

REMARKS BY BOARD MEMBERS:

Boardmember's Gardner and Spence discussed a better strategic placement of benches along with the addition of one or two more. Bueche advised the matter could be handled administratively.

Boardmember Eckerdt commented on the negative impact of a new sign at Miller & Seymour. Bueche advised the sign has recently been removed.

General board discussion on improvements to the Morrish Road (creek) Bridge and the possibility of extending the improvements further to the north. Bueche advised the staff would monitor the request for feasibility during the bridge's design phase.

CITY OF SWARTZ CREEK, MICHIGAN
MINUTES OF DOWNTOWN DEVELOPMENT AUTHORITY – June 14, 2012

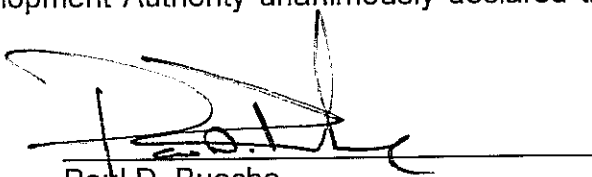
ADJOURNMENT:

Resolution No. 041212-06

(Carried)

The Swartz Creek Downtown Development Authority unanimously declared the meeting adjourned at 6:45 p.m.

Mark Nemer
Chairman



Paul D. Bueche
Secretary

GL NUMBER	DESCRIPTION	09-10 ACTIVITY	10-11 ACTIVITY	11-12 AMENDED BUDGET	11-12	11-12 PROJECTED ACTIVITY	12-13 REQUESTED BUDGET	12-13 RECOMMEND ED BUDGET
					ACTIVITY THRU 05/10/2012			
Fund 248 - Downtown Development Fund								
APPROPRIATIONS								
Dept 173.000-DDA Administration								
248-173.000-726.000	Supplies	0.00	177.00	250.00	520.26	550.00	500.00	500.00
248-173.000-745.000	Postage	81.70	10.40	75.00	36.29	40.00	50.00	50.00
248-173.000-801.000	Contractual Services	0.00	81.25	100.00	0.00	0.00	0.00	0.00
248-173.000-805.000	Bank Fees	0.00	0.00	100.00	0.00	100.00	100.00	100.00
248-173.000-825.000	Admin Services	5,000.00	5,000.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
248-173.000-900.000	Printing and Publishing	0.00	0.00	100.00	0.00	0.00	100.00	100.00
248-173.000-960.000	Education and Training	0.00	0.00	250.00	0.00	0.00	250.00	250.00
248-173.000-961.000	Miscellaneous	754.22	0.00	250.00	0.00	0.00	100.00	100.00
Totals for dept 173.000-DDA Administration		5,835.92	5,268.65	3,625.00	3,056.55	3,190.00	3,600.00	3,600.00
Dept 726.000-DDA Start Up								
248-726.000-801.000	Contractual Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals for dept 726.000-DDA Start Up		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept 728.000-Economic Development								
248-728.000-801.000	Contractual Services	0.00	0.00	0.00	0.00	1,500.00	0.00	0.00
248-728.000-961.000	Miscellaneous	0.00	0.00	0.00	0.00	0.00	2,000.00	2,000.00
Totals for dept 728.000-Economic Development		0.00	0.00	0.00	0.00	1,500.00	2,000.00	2,000.00
Dept 728.002-Streetscape								
248-728.002-726.000	Supplies	3,037.61	0.00	0.00	400.00	1,500.00	5,000.00	5,000.00
248-728.002-801.000	Contractual Services	1,805.38	0.00	0.00	0.00	0.00	0.00	0.00
Totals for dept 728.002-Streetscape		4,842.99	0.00	0.00	400.00	1,500.00	5,000.00	5,000.00
Dept 728.003-Facade Program								
248-728.003-726.000	Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-728.003-801.000	Contractual Services	24,748.02	0.00	0.00	0.00	0.00	0.00	0.00
Totals for dept 728.003-Facade Program		24,748.02	0.00	0.00	0.00	0.00	0.00	0.00
Dept 728.004-Family Movie Night								
248-728.004-726.000	Supplies	1,251.00	0.00	2,000.00	0.00	800.00	2,000.00	2,000.00
248-728.004-801.000	Contractual Services	254.70	2,748.50	1,000.00	1,284.00	1,500.00	1,500.00	1,500.00
248-728.004-900.000	Printing and Publishing	321.87	320.00	400.00	0.00	500.00	500.00	500.00
Totals for dept 728.004-Family Movie Night		1,827.57	3,068.50	3,400.00	1,284.00	2,800.00	4,000.00	4,000.00

248 Fund Estimated Operating Appropriations	37,254.50	8,337.15	7,025.00	4,740.55	8,990.00	14,600.00	14,600.00
248 Fund Estimated Project Appropriations	5,834.45	1,616.54	0.00	0.00	0.00	0.00	0.00
248 Fund Estimated Total Appropriations	43,088.95	9,953.69	7,025.00	4,740.55	8,990.00	14,600.00	14,600.00

**BUDGET REPORT FOR CITY OF SWARTZ CREEK
2012-2013 FISCAL YEAR**

	FY 11 Actual YE Balance	FY 12 Estimated YE Revenues	FY 12 Estimated YE Expend	FY 12 Estimated Effect on Fund Balance	FY 12 Estimated Year End Fund Balance	FY 13 Recom'd Operating Revenues	FY 13 Recom'd Project Revenues	FY 13 Recom'd Operating Expend	FY 13 Recom'd Project Expend	FY 13 Est Effect on Fund Balance	FY 13 Estimated Year End Fund Balance
General Fund	1,320,929	1,781,318	1,861,794	(80,476)	1,240,453	1,680,612	0	1,734,450	0	(53,838)	1,186,615
Major Streets Fund	569,652	369,044	318,799	50,245	619,897	274,334	4,000	145,465	379,298	(246,429)	373,468
Local Streets Fund	84,881	96,131	125,178	(29,047)	55,834	96,722	0	113,373	0	(16,651)	39,183
Garbage Fund	494,986	360,119	400,075	(39,956)	455,030	351,630	0	435,129	0	(83,499)	371,531
DDA Fund	46,038	3,006	8,990	(5,984)	40,054	2,888	0	14,600	0	(11,712)	28,342
Drug Enforcement Fund	2,666	115,903	115,903	0	2,666	110,622	0	110,622	0	0	2,666
Senior Citizens Fund	3	1	0	1	4	0	0	4	0	(4)	0
City Hall Debt Fund	2,377	86,298	86,255	43	2,420	83,875	0	83,830	0	45	2,465
Capital Projects Fund	0	394,993	272,466	122,527	122,527	0	36,202	36,202	0	0	122,527
Fire Equip Fund	81,266	234	0	234	81,500	230	0	0	0	230	81,730
Water Fund	858,404	1,418,869	1,269,634	149,235	1,007,639	1,292,640	0	1,317,104	0	(24,464)	983,175
Sewer Fund	1,801,877	1,204,316	916,632	287,684	2,089,561	1,070,990	0	971,364	234,000	(134,374)	1,955,187
Motor Pool Fund	281,334	127,412	135,414	(8,002)	273,332	118,848	0	168,046	0	(49,198)	224,134
Sidewalks Fund	4,424	0	0	0	4,424	0	0	0	0	0	4,424
Weed Fund	30,317	3,300	0	3,300	33,617	3,300	0	0	0	3,300	36,917
Sewer Assessment Fund	3,650	0	0	0	3,650	0	0	0	0	0	3,650
Totals	5,582,804	5,960,944	5,511,140	449,805	6,032,609	5,086,691	40,202	5,130,189	613,298	(616,594)	5,416,014

AGREEMENT

Between

The

CITY OF SWARTZ CREEK

And

SWARTZ CREEK CITY EMPLOYEES UNION

AFSCME 1918-23

July 1, 2012 – June 30, 2016

AGREEMENT - AFSCME LOCAL 1918-23

JULY 1, 2012 - JUNE 30, 2016

SECTION NO. 1 - AGREEMENT

This agreement is made **this 25th day of June, 2012**, between the City of Swartz Creek, a Municipal Corporation, hereinafter mostly referred to as the "Employer" or the "City" and the Swartz Creek Employees Union, Chapter 23 of Local Union No. 1918 affiliated with Michigan AFSCME Council No. 25 and chartered by the American Federation of State, County and Municipal Employees (AFL-CIO), hereinafter referred to as the "Union", "Unit" or "Bargaining Unit".

HEADINGS: The headings used in this agreement neither add to, nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT: The purpose of this agreement is to set forth terms and conditions of employment; to promote orderly and productive labor relations between the Employer and the Union so as to enhance the Employer's ability to totally serve the community.

SECTION NO. 2 - MANAGEMENT RIGHTS

The City of Swartz Creek, on behalf of the electors of the City of Swartz Creek, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and, without limiting the generality of the foregoing, the right:

1. To the exclusive management and control of the governmental system, its property, facilities, operations and affairs.
2. To hire employees, determine their qualifications, conditions of employment, dismissal, demotion, suspension, or layoff; to determine the number and scheduling of all employees; to promote or transfer all employees; to determine the size of the work force; and to assign duties to, and to direct, all employees.
3. To make and change rules and regulations not inconsistent with the terms and provision of this agreement.
4. To determine services, supplies and equipment; to determine all methods and means of distributing, disseminating or selling its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.
5. To subcontract the performance of services, but not to erode the work force.
6. To determine the number and location or relocation of its facilities.

7. To determine all financial practices and policies, including all accounting procedures, and all matters pertaining to public relations of the City of Swartz Creek.
8. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

The reasonable and responsible exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the City of Swartz Creek, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the United States.

SECTION NO. 3 - RECOGNITION

- A) Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement for all employees of the Employer included in the bargaining units described as follows:
 - 1) Department of Public Services: Public Service Employee I, Public Service Crew Leader, and Public Service General Part-Time. Specific job descriptions shall be kept on file with the City at all times, and available to members of the unit.
 - 2) Administrative Assistants: Administrative Assistant I, Administrative Assistant II, and Administrative Assistant General Part-Time. Specific job descriptions shall be kept on file with the City at all times, and available to members of the unit.
- B) The following employees will not be in the bargaining unit: City Manager, Assistant to the City Manager, City Clerk, City Assessor, City Treasurer, Finance Officer, Code Enforcement Officer, Building Inspector, Director of Public Services, all Police Officers and Fire Fighters.
- C) The Employer will not promote or finance any labor group or organization, which purports to engage in collective bargaining or make any agreement with such group or organization for the purpose of undermining the Union.

SECTION NO. 4 - UNION SECURITY - REQUIREMENTS OF UNION MEMBERSHIP

- A) Employees covered by this agreement at the time it becomes effective, and who are members of the Union, at that time, shall be required as a condition of continued employment to continue membership in the Union for the duration of this agreement.
- B) Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this agreement and covered by this agreement, shall be required as a condition of continued employment to become members of the Union for the duration of

this agreement, on the first pay period of the month after an employee has been employed for a period of thirty (30) days.

- C) Nonpayment of special dues levied by the Union, other than monthly dues, service fees and initiation fees, shall not be construed as affecting the good standing of the employee insofar as disciplinary action on the part of the Employer at the request of the Union is concerned.
- D) On and after the thirty-first (31st) day following the beginning of employment, any present or future employee who is not a Union member and who has not made application for membership shall, as a condition of employment, pay to the Union each month a service fee equivalent to the amount of dues uniformly required of members of the Union.
- E) Employees shall be deemed to be in compliance with the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues or service fees.
- F) The Employer shall be notified in writing, by the Union, of any member who is sixty (60) days in arrears in the payment of membership dues or service fees.

SECTION NO. 5 - UNION DUES, INITIATION FEES AND SERVICE FEES - PAYMENT BY CHECK-OFF

- A) Authorization for Check-Off.

Employees may tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues form, provided by the Union. During the life of this agreement and in accordance with the terms of the Authorization of Check-Off of Dues form, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed the Authorization for Check-Off of Dues form as shown in paragraph (G) of this section

- B) When Deductions Begin

Check-Off deductions under all properly executed Authorization form Check-Off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay following thirty (30) days employment and the first pay period of each month thereafter.

- C) Remittance of Dues to Financial Officer

Check-Off deduction for any calendar month shall be remitted to the designated financial officer of the Local with a list of whom dues have been deducted from as soon as possible after the first day of the following month.

- D) Termination of Check-Off Deductions

An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which the employee is no longer a member of the bargaining unit. The Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

E) Disputes Concerning Membership

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Union, and if not resolved by said representatives said dispute will be submitted at STEP TWO of the grievance procedure.

F) Limit of Employer's Liability

The Employer shall not be liable to the Union for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees.

The Union shall protect and hold harmless the Employer from any and all claims, demands, suit, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this section.

G) Authorization of Check-Off of Dues Form

The Check-Off of Dues Form shall be in that form as shall be approved from time to time by both the Employer and Union, and said form shall be available through the payroll clerk.

H) P.E.O.P.L.E. Check-Off.

The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

SECTION NO. 6 - STEWARDS AND ALTERNATE STEWARDS

Employees in the group classifications listed below shall be represented by a Chief Steward or a Steward for Group I or a steward for Group II. During overtime periods an alternate steward may be appointed by the Chairperson of the Chapter.

1. Group I - Department of Public Services
2. Group II – Administrative Assistants

The Group I Steward, or the Group II Steward, or the Chief Steward may investigate grievances; however, it is agreed that only one steward shall investigate a grievance. If it

becomes necessary for a Steward to investigate grievances during the Steward's normal shift, the Steward shall be paid at his or her regular rate for that time as though working, provided however, such time spent must be kept within reasonable limits.

SECTION NO. 7 - SPECIAL CONFERENCES

- A) Special conferences for important matters may be arranged between the Employer or its designated representative and the Union upon the request of either party. Such conferences shall be between not more than two (2) representatives of the Chapter, a representative of Council No. 25 or the International Union, and two representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in a special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 A.M. and 4:00 P.M. Members of the Union shall not lose time or pay for time spent in such special conferences.
- B) The Union representatives may meet at a place designated on the Employer's property for a time not to exceed one-half hour preceding the conference.
- C) All supplemental agreements shall be subject to the approval of the Employer and the Union. They shall be approved or rejected within a period of fifteen (15) days.

SECTION NO. 8 - GRIEVANCE PROCEDURE

Definition of Grievance

A grievance is defined as a disagreement, arising under and during the term of this agreement, concerning the interpretation and application of the provisions of this agreement.

A) Informal Grievance Procedure – INFORMAL STEP

An aggrieved employee should promptly notify his or her department head or his or her designee that he or she has a grievance. The Employee may at his or her option discuss the matter directly with the supervisor or request the presence of his or her Steward for the purpose of attempting to adjust the grievance.

B) Formal Grievance Procedure - STEP ONE

1. If the aggrieved employee does not receive a satisfactory oral answer, or if he or she does not receive any answer at the Informal Step within three (3) working days following the day of oral presentation, the aggrieved employee may reduce the grievance to writing and submit it to the department head or the department head's designee.
2. A grievance must be submitted in writing within fifteen (15) calendar days of the occurrence of the condition(s) giving rise to the grievance, or within fifteen (15) calendar days of the date it is reasonable to assume the employee(s) should reasonably have become aware of the conditions giving rise to the grievance,

whichever is later, in order for the matter to be considered derivable under this agreement.

3. The grievance shall be submitted on forms provided by the Union, dated, and signed by the aggrieved employee(s) and shall set forth the facts, dates, and provisions of the agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the department head or designee shall sign and date a copy that shall be returned to the grievant and the Chief Steward or his designee. A meeting shall be held if requested by either party.
4. The department head or his or her designee shall provide a written answer to the grievant, and/or the Chief Steward or his or her designee within ten (10) working days. If the written answer of the department head or designated representative is unacceptable to the grievant, the grievance may be appealed in writing to the next higher step of the grievance procedure within five (5) working days after receipt of such written answer.
Any grievance not appealed within five (5) working days after receipt of such written answer shall be considered as forfeited by the grievant and Union.

C) Formal Grievance Procedure - STEP TWO

1. If the grievant is not satisfied with the disposition of the grievance at Step One, the grievant may appeal in writing the grievance to the City Manager within five (5) working days after the date of the Step One answer (See Paragraph No. 4 of Section B, above).
2. Within five (5) working days of receipt of the grievance, the City Manager shall set a date for a meeting with the grievant and the Union in an attempt to resolve the grievance, which shall be held within ten (10) working days following the expiration of said five (5) day period. Only persons directly related to the disposition of the grievance shall be present at the meeting. The grievant may be represented by either the Chief Steward or his or her designee and/or a Council No. 25 representative or a national representative. Representatives of the Employer and the Union shall not exceed five (5) in number collectively (including the grievant).
3. Within seven (7) working days following the conclusion of such meeting(s), the City Manager or his or her designee shall provide the grievant and the Chief Steward or his or her designee with a written disposition of the grievance.

D) Formal Grievance Procedure - STEP THREE

In the event of an unsatisfactory decision, the Chief Steward may submit the grievance to arbitration within ten (10) working days of the expiration of the decision time limit placed on Step Two. Written notice to the Employer shall constitute a request for arbitration.

1. Upon written notice of intention to arbitrate such written grievance, to be given by the Union to the Employer within ten (10) days after disposition of Step 2, the written grievance shall then be submitted to arbitration in accordance with and subject to the following rules and procedures.
 - a) The parties have agreed upon the following panel of arbitrators to hear all grievances appealed to arbitration during the term of this Agreement:

Mark Glazer	Michael P. Long	Elaine Frost
Paul Glendon	Linda Ashford	

The initial rotation order of the panel will be determined by lot. Thereafter, arbitrators will be selected according to that rotation order.
 - b) The written grievance shall then be arbitrated by the arbitrator in accordance with the Labor Arbitration Rules of the American Arbitration Association as amended and effective July 1, 2005.
 - c) The decision of the arbitrator shall be final and binding on all parties, and all parties agree to abide by the same.
 - d) The arbitrator's fee and expenses and the Association's charges shall be borne equally by the Employer and the Union.
2. The arbitrator shall have no authority to add to, or subtract from, alter, change or modify any of the provisions of this agreement.
3. The arbitrator shall not substitute his or her judgment for that of the Employer where the Employer's judgment and actions are based upon reasonable cause and do not violate the written provisions of this agreement. The arbitrator may make no award that provides the employee compensation greater than that which would have resulted had there been no violation.
4. In no event shall the Employer be required to pay back wages for more than thirty (30) working days prior to the date a written grievance is filed. However, in the case of a pay shortage (other than one resulting from misclassification) of which the employee could not have been aware before receiving his or her pay, any adjustment shall be retroactive to the beginning of the pay period in which the shortage occurred; provided that the employee files his or her grievance within fifteen (15) working days after he or she becomes aware of such shortage. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any offsets for unemployment insurance, workmen's compensation and benefits received other than from City employment, and wages earned with other employers during the period,

E) Restitution/Reinstatement

1. Should a decision be rendered at any step of the grievance procedure that the employee was unjustly discharged, demoted, suspended without reasonable and just cause, the Employer agrees to reinstate the employee to the employee's

former position in effect on the day of discharge, demotion, or suspension. Computation of any back wages or benefits, if appropriate, must include offsets for unemployment insurance, workmen's compensation and benefits received other than from City employment, and wages earned with other employers during the period, as indicated in Step Three, Sub-Section No. 4. A decision may be rendered to reinstate the employee without back compensation or benefits.

2. Failure of the grievant to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar any further action or appeal. Failure of the Employer to render a decision on a grievance within the specific time limits shall permit its appeal by the grievant to the next step.
3. Steps of the grievance procedure may be waived in writing by mutual agreement of both parties. The grievant may withdraw a grievance at any step of the procedure. Grievances so withdrawn shall not be reinstated.

SECTION NO. 9 - DISCHARGE AND DISCIPLINE

- A) Progressive discipline. The concept of progressive discipline is hereby adopted to govern disciplinary action. It is understood and agreed, however, that the Employer reserves the right to suspend or discharge for serious infraction without instituting progressive discipline; provided, however, that nothing contained herein shall be deemed to deprive the employee of the grievance procedure.
- B) Notice of discharge or discipline. The Employer agrees to promptly, upon the discharge or discipline of any employee, notify in writing, the Steward of the group in which the discharge or discipline occurs.
- C) Discussion with steward. The discharged or disciplined employee will be allowed to discuss his or her discharge or discipline with the Steward of the group and the Employer will make available an area where he or she may do so before he or she is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the Steward.
- D) Appeal of discharge or discipline. Should the discharged or disciplined employee(s) consider the discharge to be improper, the matter may be referred to the Formal Grievance Procedure set forth in Section 8 (B) through (D).
- E) Use of past record. When imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than eighteen (18) months previously or impose discipline on any employee for mistakes or erroneous information on the employee's employment application, except for any intentional misinformation regarding his or her physical or mental health. Prior to imposition of a suspension of one or more days the Employer will review the employee's past written discipline.

SECTION NO. 10 - SENIORITY - PROBATIONARY EMPLOYEES

- A) Probationary employees. A probationary employee is one who is employed during his or her probationary period as provided in this section. A seniority employee is one who has successfully served his or her probationary period and is no longer a probationary employee.
- B) Union representation. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment, and other working conditions, except that in the event of discharge, discipline, transfer, demotion or layoff of a probationary employee, a probationary employee has no recourse to the grievance and/or arbitration procedure.
- C) Probationary period. The probationary period shall be twelve-(12) months continuous service from date of hire. The period of probation is expressly understood to be a part of the entrance requirements and that the appointee remains a probationary employee until completing the period of probation. Upon satisfactory completion of the twelve-(12) month probationary period, seniority shall commence with the first date of full time employment.
- D) Vacation and absent leave benefits. During the probationary period each employee shall be credited with vacation and absent leave accrual as provided for in this agreement, but in no instance shall such benefits have any value whatsoever unless and until the employee completes his or her probationary period; provided, however, holidays will be paid and, after the first 90 days of probation, a probationary employee may be allowed to use absent days, as pro-rated in accordance with the terms of this agreement and upon approval of a supervisor. If the employee completes his or her probationary period, such benefits shall be credited to the employee as if earned from the first day of hire. An employee failing to complete the probationary period for any reason whatsoever including, but not limited to, resignation, death, discharge, or layoff, shall not be entitled, nor be considered to have earned, the value of any of the benefits he or she would have accrued had he or she satisfactorily completed his or her probationary period.
- E) Orientation – New Employees. In order that each new bargaining unit member may be made familiar with the provisions of this Agreement and his or her rights and responsibilities thereunder, the Employer will allow the Local Union President or, if designated, the area steward an opportunity to meet with new bargaining unit members within thirty (30) days of their arrival within the Union’s jurisdiction. The meeting will be allowed to take place privately in an appropriate location at the work site agreeable to the Employer for a reasonable period.

SECTION NO. 11 – SENIORITY – SENIORITY EMPLOYEES

The seniority status of a seniority employee shall be subject to the following:

- A) Seniority shall not be affected by the race, sex, age, marital status, or dependents of the employee.
- B) The seniority list on the date of this agreement will show: the names, job titles, rates of pay, and date of hire for all employees of the union entitled to seniority.

- C) The Employer will keep the seniority list up-to-date at all times and will provide the Union with an up-to-date copy upon request.
- D) Seniority shall be determined among the employees of each unit, namely Group I and Group II.
- E) Upon satisfactory completion of the probationary period, seniority will commence with the first date of employment.

SECTION NO. 12 - LOSS OF SENIORITY

- A) A seniority employee shall lose his or her status as a seniority employee under the following conditions:
 - 1) He or she quits and/or resigns.
 - 2) He or she is discharged and the discharge is not subsequently reversed.
 - 3) He or she is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his or her last known address that he or she has lost seniority and employment has been terminated.
 - 4) If he or she does not return to work when recalled from layoff as set forth in the recall procedure.
 - 5) If an employee is unable to return to his or her full job assignment after being on short term disability, long term disability or workers comp and, after the exhaustion of such benefit or twenty-four continuous months, whichever shall come first
 - 6) If the employee is laid off for a period of his or her seniority or a three (3) year period, whichever is shorter.
- B) Returns from sick leave and leaves of absences will be treated the same as Sub-Section (A-3) above.
- C) If an employee is dissatisfied with the decision made under Sub-Sections (A-2) or (A-3), above, he or she may seek redress through the grievance procedure.

SECTION NO. 13 - LAY-OFF; DEFINITION; PROCEDURE

- A) The word "layoff" means a reduction of the work force due to either lack of funds or lack of work.
- B) If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary then part-time employees will be laid off first within each classification. Seniority employees will be laid off according to their inverse seniority as defined in Section No. 11 of this agreement.

Employees in higher rated classifications may bump into lower rated classifications provided they have the seniority and the ability to perform the work. Employees may not bump from one group to another.

- C) Employees to be laid off for an indefinite period of time shall be given at least ten (10) calendar days notice of layoff. The Chapter Secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- D) **Notwithstanding the position on the seniority list, the Chapter Chairperson shall, in the event of a layoff, be the last to be laid off, provided there is an open position to be filled within the respective group.**

SECTION NO. 14 - RECALL PROCEDURE

- A) When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section No. 11 of this agreement. Notice of recall shall be sent to the employee at his or her last known address by registered or certified mail. If an employee fails to notify the Employer within seven (7) days after date of recall he or she shall be deemed to have quit their employment with the Employer. An employee that has given notice of intent to return to work after recall, as stipulated within this section, may request additional time for the purpose of giving notice to another employer. Such additional time may be granted at the sole discretion of the City Manager, but in no event shall such time exceed fourteen (14) working days after the date of the recall.
- B) Recall rights are subject to the provision of Section 12(A)(6).

SECTION NO. 15 - TRANSFERS

- A) If an employee is transferred to a position with the Employer not included in the bargaining unit and thereafter, within sixty (60) working days, is transferred again to a position within the bargaining unit, he or she shall accumulate seniority while working in the position at which he or she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this agreement.
- B) In the event of a vacancy or a newly created position within the bargaining unit, employees shall be given the opportunity to transfer on the basis of ability to perform as well as seniority. In such cases, all vacancies and newly created positions shall be posted in a conspicuous place in each building at least seven (7) calendar days prior to filling such vacancy or newly created position.

SECTION NO. 16 - PROMOTIONS

- A) Promotions within the bargaining unit shall be made on the basis of seniority and ability to perform the tasks within the classification. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for the position in a conspicuous place in each building. Employees interested shall apply within the seven

(7) calendar day posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a four (4) week trial period to determine:

1. His or her ability to perform the job.
 2. His or her desire to remain on the job.
- B) If the senior applicant is denied the promotion, the reason for denial shall be given in writing to such employee and the Union. If the employee disagrees with the reason for denial, it shall be a proper subject for the grievance procedure.
- C) During the four (4) week trial period, the employee shall have the opportunity to revert back to his or her former classification.
- D) During the trial period, employees will receive the pay rate for the job they are performing.

SECTION NO. 17 - REEMPLOYMENT

Once having left the Employer's employment an employee's right to reemployment shall be governed by applicable State or Federal law and/or as is otherwise provided for within the terms of this Agreement.

SECTION NO. 18 - ABSENCE LEAVE FOR VETERANS

When an employee is on full time active duty in the Reserve or National Guard, said employee will be paid the difference between his or her reserve pay and their regular pay with the Employer up to a maximum of two (2) weeks per year. The employee shall provide proof of his or her service and their service pay.

SECTION NO. 19 – OTHER LEAVES OF ABSENCE

- A) Leave of absence for public or union office. One seniority employee elected to public or union office shall be granted a leave of absence without pay for the period of his or her first term of active service in such elected office. Seniority will accumulate during the period of such leave. Members of the Union elected or appointed by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive a temporary leave of absence for a period not to exceed two (2) years or the term of the elected office. Such employee upon return shall be reemployed at similar work with accumulated seniority. Members of the Union elected to attend a function of the International Union such as conventions or educational conference shall be allowed time off without pay to attend such conferences and/or conventions; provided, however, such leaves shall only be granted to one employee from each of the units.
- B) Prolonged illness in immediate family. Leave shall be provided for in accordance with the Federal Family and Medical Leave Act of 1993.

- C) Personal leave. Upon receipt of a written request stating bona fide reasons for a personal leave of absence, such leave may be granted to a seniority employee for a period not to exceed thirty (30) days. Such leave will be without pay and seniority will accumulate during this thirty (30) day period. Any such leaves that are requested, and subsequently granted, for more than 30 days, or more than once per fiscal year per employee shall be without pay, benefits or the accumulation of seniority.
- D) Educational leave. Employees who have acquired two (2) or more years of seniority, and who desire to further their education in line with their employment, shall be granted a leave of absence, without pay, not to exceed two (2) years. Seniority will accumulate during such leave. The entire period covered by such leave must be used in attending school.

SECTION NO. 20 - SICK/ACCIDENT COVERAGE AND ABSENT LEAVE

- A) Short and long term disability. A sick, accident or disability insurance policy, consisting of Short Term Disability (STD, 26 weeks or less), and Long Term Disability (LTD, 180 days to 24 months) will be provided to each full time employee under the age of sixty-five (65). Coverage shall commence upon hospitalization, accident or on the eighth consecutive day of sickness, whichever occurs first. Any other lost time not covered within the first eight days of STD or LTD shall be taken by the employee as paid time off (vacation, absent or sick leave), or dock time. Benefits will be paid in the amount of sixty (60%) percent of the employee's gross biweekly wage not to exceed One-Thousand and Three Hundred (\$1,300) Dollars in any biweekly period. Such sick, accident or disability coverage will be provided without cost to the employee, and an employee while on sick leave will be eligible for all other benefits provided by this agreement; however, such benefits shall be determined upon the basis of the employee's rate of pay at the time of inception of the sick, accident or disability leave. Increases in salary as provided by this contract shall not operate to increase sick and accident benefits unless and until the employee shall have worked following the effective date of any such increase. Employees sixty-five years old or older shall not be eligible for this coverage.

Sick and accident insurance benefits shall be effective the first day of the month, after 90 full days of service, following the date of hire.

- B) Absent Leave. Seniority employees will be allowed to be absent from work up to ninety-six (96) hours during the calendar year. Such absent leave shall be earned at the rate of eight hours leave per calendar month worked; provided, however, that seniority employees shall be credited with ninety-six (96) hours of absent leave on January first of each year for use during that calendar year. If said employee terminates employment during said calendar year and has used more absent leave hours than he or she has earned as of the date of termination, said employee shall reimburse the employer for the excess absent leave used. Absent leave will be prorated on all new hires following completion of probation and/or termination, at the rate of eight hours per calendar month of service.

- C) A 2009-2012 CBA Addendum allowed for an additional 20 hours of absent leave posted at the beginning of the calendar year. The additional 20 hours posted on January 1, 2012 shall be adjusted to 10 (ten) hours effective July 1, 2012. Beginning January 1, 2013, the additional time shall be eliminated and absent time shall be earned, posted and used in accordance with the terms of this agreement.
- D) Advance approval. All absent leaves shall be approved in advance by the employee's immediate supervisor and shall be used in increments of no less than one (1) hour. Employees who are absent due to illness shall give notice to their immediate supervisor and give said supervisor reasonable continuing information relative to the expected length of such absence. Prior to the return from any absent leave, the Employer may require medical documentation that the employee is capable of performing his or her job description.
- E) Unused absent leave. If, at the end of a calendar year, an employee has unused absent leave, the employee shall be paid for said absent leave, up to a maximum of seventy-two (72) hours. Such payment shall be made by the employer on the 2nd pay day in January of the next calendar year. Such payment shall be based on said employees hourly wage in effect on the first day of the calendar year during which the unused absent leave is to be paid. No unused absent leave may be carried over for use in a subsequent calendar year.
- F) Probationary employees. Absent leave provisions for probationary employees are subject to Section 10, Paragraph C and D of this Agreement.

SECTION NO. 21 - FUNERAL LEAVE

- A) Funeral leave hours pursuant to this Section are for the express purpose of arrangements and attendance at a funeral. Approved leave hours pursuant to this Section shall not be deducted from the employee's absent or vacation leave unless such deduction is specifically provided for.
- B) An employee shall be allowed to be off from work a maximum of thirty-two (32) hours with pay, per death, as funeral leave for a death in the immediate family. The immediate family is defined as: The employee's Mother, Father, Brother, Sister, Spouse, Son, Daughter, Step-Daughter, Step-Son, Daughter-In-Law, Son-In-Law, Brother-In-Law, Sister-In-Law, Grandparents, Granddaughter, Grandson, Grandparents of employee's spouse, Mother-In-Law, Father-In-Law, Stepmother or Stepfather.
- C) Employees shall be allowed to be off from work the time necessary, up to a maximum of eight (8) hours with pay, to attend the funeral of a relative. Relative is defined as: The employee's Uncle, Aunt, Spouse's Aunt and Uncle, Niece or Nephew.
- D) Upon request, the City Manager, or his or her designee, may authorize funeral leave, up to 8 hours, for the attendance of a(n) employee(s) at the funeral for a deceased or retired city employee or elected official.
- E) If a funeral for a member of the employee's immediate family or relative is held at a location 150 miles or more from the City of Swartz Creek, two (2) travel days may be

authorized; provided, however, such travel days are deducted from the employee's absent or vacation leave. If the employee does not have either absent or vacation leave, travel days may be authorized without pay.

- F) In the event of a funeral for persons not mentioned above, the employee may be authorized to use absent or vacation leave for the purpose of attending the funeral.

SECTION NO. 22 - WORKING HOURS

- A) The regular full work day for the Department of Public Services shall consist of eight (8) hours a day, plus one-half (1/2) hour off for lunch. Said lunch period shall be without pay.
- B) The regular full work day for Administrative Assistant Office Personnel shall consist of eight (8) hours per day with one hour off for lunch. The lunch period shall be without pay.
- C) Employees may take one "coffee break" not to exceed fifteen (15) minutes in length in the morning and one of the same length in the afternoon, or one in the first half and one in the second half of their regular shift, whichever may apply.
- D) If an employee reports for work to his or her regularly assigned shift and is thereafter sent home for reasons other than the imposition of discipline, or the imposition of a suspension pending an investigation, he or she shall be paid for the balance of his or her shift.

SECTION NO. 23 – SHIFT - ASSIGNMENTS

- A) Not including the lunch period, a regular shift in the Department of Public Services shall not exceed eight (8) consecutive hours per day.
- B) Not including the lunch period, a regular shift in the General Office shall not exceed eight (8) consecutive hours per day.
- C) A regular Department of Public Services scheduled work week shall not exceed forty (40) consecutive hours.
- D) A regular General Office scheduled work week shall not exceed forty (40) consecutive hours.
- E) Supervision and/or non-unit members shall not perform bargaining unit work; provided, however, that in the event of emergencies, training sessions or other unforeseen events, supervision or other non-unit members may perform bargaining unit work on a temporary basis only.

SECTION NO. 24 - SHIFT HOURS

- A) The first shift is any shift that regularly starts on or after 6:00 A.M., but before 8:00 A.M.

- B) The second shift is any shift that regularly starts on or after 2:00 P.M., but before 5:00 P.M.
- C) The third shift is any shift that regularly starts on or after 10:00 P.M., but before 1:00 A.M.

SECTION NO. 25 - SHIFT PREMIUM

Employees who work on the second shift shall receive in addition to their regular pay for the pay period twenty-five cents (.25) per hour as additional compensation. Employees who work on the third shift shall receive in addition to their regular pay for the pay period thirty-five cents (.35) per hour as additional compensation.

SECTION NO. 26 - OVERTIME PROVISION

- A) For full-time employees, time and one-half (1 1/2) will be paid as follows:
 - 1. Exclusive of lunches or other non-paid time, any hours worked other than the regularly scheduled eight (8) hour daily shift.
 - 2. An employee required to report for unscheduled overtime duty shall, upon reporting for such duty, be guaranteed at least two (2) hours pay at the rate of time and one-half (1 1/2), unless provided for by Sub-Section "B".
- B) For full-time employees, double time will be paid as follows:
 - 1. For all hours worked during designated Holidays and Sundays, except where the shift starts on a Saturday and continued to Sunday; provided, however, that time and one-half (1 1/2) will be paid for all hours worked on Sunday.
 - 2. In the event an employee is called to work while on vacation.

SECTION NO. 27 - ON CALL DUTY

- A) The Director of Public Services or his or her designee will schedule employees for on call duty when in the opinion of the Director, on call services are needed. When the Director determines such on call services are necessary, on call duty will be rotated among all full time seniority employees of the Department of Public Services in an equalized manner.
- B) Response Time - An on call employee will remain within fifteen (15) miles of the City limits.
- C) On Call Period - The on call period will commence at the end of the employee's regular shift and end at the start of his or her next regular shift.
- D) An employee who is on call shall receive an "on call premium" equal to two (2) hours straight time pay per on call period whether called in to work or not. Such "on call premium" shall be paid in addition to any pay, including overtime pay, the employee receives for working during the on call period.

SECTION NO. 28 - HOLIDAY PROVISIONS

A) The paid holidays are designated as a full day:

- | | |
|-------------------------------|-----------------------------------|
| New Year's Day | Thanksgiving Day |
| Martin Luther King's Birthday | Friday following Thanksgiving Day |
| Presidents' Day | December 24th |
| Good Friday | Christmas Day |
| Memorial Day | December 31st |
| Fourth of July | Employee's Birthday |
| Labor Day | |

Employees will be paid their current rate based on a regular day for said holidays.

B) Should a holiday fall on Saturday, Friday shall be considered as a holiday. Should a holiday fall on Sunday, Monday shall be considered as a holiday.

SECTION NO. 29 - VACATIONS

A) An employee will earn credit toward vacation with pay in accordance with the following schedule. Credits earned during any calendar year may be used after January first of the following calendar year.

Completed Years of Service	Annual Maximum
1-5	10 Days
6-10	15 Days
11-15	20 Days
16-20	22 Days
20+	25 Days

B) Employees who are entitled to four or more weeks of vacation may receive payment in lieu of vacation for up to 40 hours, at the discretion of the Employer, if the vacation request cannot be granted. These employees will be notified within ten (10) working days of their request for the fourth week of vacation whether it will be granted in the form of vacation or in the form of payment in lieu of vacation; provided, however, that requests for the fourth week of vacation shall be made prior to August of the year in which the employee desires said vacation.

C) Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employee and efficient operation of the department concerned. An employee will receive a written explanation for any denial of a vacation request.

D) When a holiday is observed by the Employer during a scheduled vacation, the requested vacation may be extended by one (1) day.

- E) Employees who are entitled to two (2), or three (3) weeks of vacation may receive payment in lieu of vacation for up to forty (40) hours by mutual agreement between the employee and the Employer. Said agreement shall be in writing signed by the employee and the City Manager.
- F) If an employee becomes ill and is under the care of a duly licensed physician prior to his or her vacation, his or her vacation will be rescheduled. If his or her incapacity continues through the year, he or she will be awarded payment in lieu of vacation.
- G) If a regular pay day falls during an employee's vacation, during which vacation the employee will be off from work at least a minimum of forty (40) consecutive hours of vacation, excluding days off, the employee shall receive that paycheck in advance; provided, however, the employee has notified the City at least thirty (30) days in advance of the date of the payday falling within the employee's vacation.
- H) If an employee terminates employment for reasons other than discharge, is laid off, resigns with proper notice (two weeks), or in the event of death of employee, he or she will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of lay off for the current year will have such credit deducted from his or her vacation the following year.
- I) Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement.
- J) Employees may accumulate one (1) week of their annual earned vacation.
- K) Vacation requests within each unit shall be acted upon on a first come first considered basis. Said requests shall be acted upon within ten (10) working days of the request. If two requests for the same period are received the same day, seniority shall prevail in the granting of either request.

SECTION NO. 30 - UNION BULLETIN BOARDS

The Employer, upon request, will provide bulletin board space in each building that may be used by the Union for posting notices.

SECTION NO. 31 - RATES AND CLASSIFICATIONS - NEW POSITIONS

When a new position is created and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a rate and classification structure. If the Union does not agree that the description and rate are proper, the issue shall be negotiated.

SECTION NO. 32 - JURY DUTY, COURT LEAVE

- A) A full time employee who serves on jury duty will be paid the difference between his or her pay for jury duty and his or her regular pay. Employees who are dismissed early from jury duty shall be required to report back to work.
- B) Any employee, who is subpoenaed to appear in Court, as a direct result of their employment, shall not lose pay, vacation or absent time for such appearance in Court.

SECTION NO. 33 - WORKER'S COMPENSATION - ON THE JOB INJURY POLICY

- A) Each employee will be covered by the applicable Worker's Compensation Laws. Any employee who becomes injured because of the performance of his or her duties should report that injury immediately to his or her immediate supervisor. If necessary, the employee should report to a physician.
- B) If the employee suffers lost time because of the injury received at work, Workers' Compensation will be paid in accordance with the provisions of the Workers' Compensation Act of the State of Michigan.
- C) In addition, such employee will receive supplemental compensation equal to the difference between eighty percent (80%) of the employee's normal gross pay and the above Worker's Compensation. Supplemental compensation payments will normally be continued for a maximum of twenty-six (26) weeks.
- D) Any request for extension beyond twenty-six (26) weeks may be considered a subject for a special conference as provided for in Section 7.

SECTION NO. 34 – HEALTH CARE & MAINTENANCE BENEFITS

- A) For the duration of this agreement, and within the terms as set forth within the policy and riders of the provider, or within the terms of this agreement, and except as limited or restricted by 2011 PA 152, the Employer agrees to provide for and pay the premiums for all eligible full time employees and the employee's immediate family, or retirees under the provisions set forth within subsection "G", the current health care and maintenance benefits.

The Employer may search for and change to a replacement Health Care Benefit Plan and provider if deemed necessary for cost savings to both the employer and/or employees. The change in Benefit Plans/Providers must remain substantially equivalent to the current existing plan(s). Prior to any change in benefits the Employer shall inform the Union and provide all proposed changes for the Union's review. Current plan summaries shall be attached as Appendix (A) Medical, Hospitalization; Appendix (B) Dental; Appendix (C) Vision; Appendix (D) Prescription (if applicable).

- B) To the extent the plan provider permits, the Employer will reimburse the employee for the co-pay amount for medical and prescription coverage (\$10.00 for office calls, \$10/\$20 for prescriptions), to the extent such co-pays are incurred by the employee and/or his or her immediate family so covered by the Plan, up to a maximum of Two-Hundred and Fifty (\$250) Dollars per contract year, per employee. Reimbursement is only for those costs incurred within the contract year. Reimbursement shall be subject to employee submission of [a] paid receipt [s] indicating the name of the provider, the name of the patient, a date and description of the service provided, and the amount paid by the employee. Payments will be made once annually, receipts to be held by the employee and submitted no later than June 30th of the contract year in which they were incurred.

- C) If an employee is unable to work due to illness or injury covered by the Employer's Worker's Compensation or Sick and Accident Insurance Program, the Employer agrees to continue to pay and provide for benefits as defined pursuant to each Paragraph of this Section, for a six (6) month period.
- D) Medical, dental and vision insurance benefits shall be available to all new hire, full-time employees; however, costs for these benefits shall be the responsibility of the employee for the first 90 days of employment. Should an employee elect to forego coverage for the first 90 days of employment, he or she may enter the program as provided for in this section commencing on the 91st day of employment, pursuant to provider rules.
- E) Each full time seniority employee may, at such employee's option, elect to purchase at the employee's cost a sponsored dependent rider on such terms and conditions and at such coverage levels as are established from time to time by Blue Care Network, the provider of such coverage. The receipt of such benefits by a seniority employee is subject to the following conditions:
1. That such sponsored dependent coverage is available.
 2. The days on which such sign up is permitted are those established by the provider or providers of such benefits.
 3. On or before the day in which the employee signs up for such benefit, such employee shall pay to the Employer a sum equal to two (2) months premiums for said coverage.
 4. After signing up for such benefits, the employee shall thereafter pay to the Employer a monthly premium for such coverage as established by the provider or providers of such benefits. Said monthly premium shall be paid on or before the first day of the month following the sign up day and shall be paid on or before the first day of each month thereafter.
 5. The employee shall, in addition, be liable for and pay any other costs or expenses charged to the Employer by any provider in connection with the provision of such sponsored dependent rider and, upon presentation of a bill therefore, shall pay same within ten (10) days of the date thereof.
 6. If the Employer has not received from the employee any sum due as provided in subsections 1 through 5 above, the City Manager shall forthwith terminate such benefit for such employee and shall advise the employee of such termination. Any sum due to the Employer as of such date shall be paid by the employee forthwith.
- F) Cash Opt-Out Option. An eligible full time employee, upon written request to the City Manager, may elect not to participate in the health, prescription, dental and vision insurance package currently offered to employees in the bargaining unit. In the event health and prescription are not elected, those employees who elect not to participate shall be paid the sum of Two Hundred Dollars (\$200) for each calendar month the employee does not participate. If an eligible employee wishes to opt back into the Plan,

he or she may do so on the terms as determined by the insurance provider. Any partial month shall be prorated.

- G) Retiring Employees. The Employer will pay a total maximum of Four-Hundred Forty-Six (\$446) of the monthly cumulative premium for insurance coverage(s) as defined within this section, Section 37, subsection "A", 1 through 5, for members of the bargaining unit who retire within the term of this agreement in addition to the person who is such retiree's spouse at the time of said retiree's retirement, but only during such time as said person remains said retiree's spouse. Any and all differences in coverage selected, and any and all future increase in premiums after retirement must be paid by the retiree. Such coverage will be provided for the retiree commencing on the date of the retiree's retirement, provided the retiree has thirty (30) years credited service with the Employer and is in the City's MMERS or Defined Contribution retirement plan and has attained the age of fifty-five (55) years, or, has 30 years of credited service with the Employer and in the City's MMERS retirement Plan and meets the criteria for MMERS Disability Retirement as determined under the provisions of the MMERS Disability retirement plan. Such coverage will continue until the earlier of: (1) the month said retiree attains the age of sixty-five (65) years; or (2) the death of such retiree. No coverage will be provided, however, for a spouse who is eligible for Medicare benefits.

If the retired employee becomes employed by another employer, and is eligible for medical coverage, the retired employee must accept such coverage in lieu of retirement coverage provided by the Employer. If, or when, the retired employee elects to terminate this employment, he or she would again become eligible for coverage relative to this agreement and according to rules set forth pursuant to this Section, or by the Employer's provider. If the retired employee should retire again, and medical coverage is offered, the retired employee must accept this coverage in lieu of coverage offered by the Employer. The Employer retains the right to verify employment and the availability of medical insurance.

SECTION NO. 35 - LIFE INSURANCE COVERAGE

- A) The Employer agrees to pay the full premium of term life insurance plan for each full time, eligible seniority employee, face value of \$20,000 and a double indemnity provision.
- B) The parties agree that the Employer shall not pay for or be held liable for any life insurance premiums or benefits for any person upon retirement. The retiree may, if permitted by the insurance provider, arrange to continue such life insurance coverage after retirement at such retiree's sole expense, and the retiree shall hold the Employer harmless from any and all claims that may arise from either failure of the provider to allow such continuation, or the cancellation of such benefit.
- C) The Employer agrees to pay, pursuant to Paragraph A and B above, life insurance premiums for each month the seniority employee is actively at work. If the employee is unable to work due to illness or injury covered by Workman's Compensation insurance or the sick and accident insurance program in Section 20, the Employer agrees to continue to pay such premium for (6) months.

- D) Life insurance benefits shall be effective the first (1st) day of the agreement.

SECTION NO. 36 - EQUALIZATION OF OVERTIME HOURS

- A) Each full time bargaining unit employee of the Department of Public Services shall be scheduled seven days of standby beginning at 8:00 A.M. Monday through 7:59 A.M. the following Monday. During the seven day period of time, such bargaining unit employee shall be the first employee called if overtime work is needed.
- B) Initial scheduling of bargaining unit employees in the standby rotation schedule shall be in accordance with seniority, starting with the highest seniority person. From and after the initial seven-day standby schedule, the schedule shall rotate among bargaining unit employees in the same order as the original schedule.
- C) The name of new employees shall be inserted into the standby rotation schedule, when qualified to perform the work, the first week following the lowest seniority employee who is on the standby list and has completed their seven-day standby period.
- D) When more than one bargaining unit employee is required for overtime work, the Employer shall call in the next employee on the standby rotation schedule.

SECTION NO. 37 - RETIREMENT PROGRAMS

- A) Full Time Seniority Employees of the bargaining unit hired prior to July 1, 1997 shall be entitled to the following defined benefit retirement plan:
- 1) Defined Benefit Retirement Plan B-2 with F-55/30 rider, contracted by the Employer with the Michigan Municipal Employees Retirement System (MMERS); a copy of said MMERS contract will be kept on file in the City Clerk's Office.
 - 2) For the term of this agreement, employees who are participating in the defined benefit retirement program shall make contributions to the retirement plan at the rate of 2% of the bi-weekly gross wages, said contribution to be deducted by the Employer from the employees pay and forwarded by the employer to MMERS. The remaining contribution required to fund said retirement plan shall be made by the Employer.
- A) Full time seniority employees of the bargaining unit who were hired on or after July 1, 1997 shall not be participants in the defined benefit plan, but shall participate in the following defined contribution plan:
- 1) Defined Contribution Retirement Plan as contracted by the Employer with the International City Manager's Association (ICMA), a copy of said contract to be kept on file in the City Clerks Office.
 - 2) The Employer's contribution to said plan shall be equal to and no greater than 5% of the employee participant's gross bi-weekly wages.

- 3) The Employer's contribution to the defined contribution plan for full time seniority employees referred to in sub-paragraphs B-1 above, shall become vested on behalf of the employee participant in accordance with the following schedule:
- (a) Less than 1 year completed service: 0% vested
 - (b) After 1 year, but less than 2 years completed service: 20% vested
 - (c) After 2 years, but less than 3 years completed service: 40% vested
 - (d) After 3 years, but less than 4 years completed service: 60% vested
 - (e) After 4 years, but less than 5 years completed service: 80% vested
 - (f) After 5 years completed service: 100% vested
- 4) Employees enrolled in the Defined Contribution Plan may make voluntary contributions to said plan by payroll deduction in accordance with the terms set forth by the plan's policy.

SECTION NO. 38 - RATES OF CLASSIFICATIONS

- A) From July 1st of each of the following years, the hourly rate for full time employee classifications listed below, for employees hired prior to January 1, 2006, shall be as follows:

Group #	Classification	Current:	7-1-12 Hourly Rate (+1.5%)	7-1-13 Hourly Rate (+1.5%)	7-1-14 Hourly Rate (+2%)	7-1-15 Hourly Rate (-)
Group I	Public Service I:	\$21.03	\$21.35	\$21.67	\$22.10	OPEN
	Public Ser Crew Leader:	\$21.56	\$21.88	\$22.21	\$22.65	OPEN
Group II	Admin Assistant I:	\$17.64	\$17.90	\$18.17	\$18.53	OPEN
	Admin Assistant II:	\$15.92	\$16.16	\$16.40	\$16.73	OPEN

- B) From July 1 of each of the following years, the hourly rate for the full time employee classifications listed below shall, for employees hired on or after July 1, 2006, be as follows:

Group #	Classification	Current:	7-1-12 Hourly Rate (+1.5%)	7-1-13 Hourly Rate (+1.5%)	7-1-14 Hourly Rate (+2%)	7-1-15 Hourly Rate (-)
Group I	Public Service I:	\$16.98	\$17.23	\$17.49	\$17.84	OPEN
	Public Ser Crew Leader:	-	-	-	-	-
Group II	Admin Assistant I:	\$15.39	\$15.62	\$15.86	\$16.17	OPEN
	Admin Assistant II:	\$13.27	\$13.47	\$13.67	\$13.94	OPEN

- C) From July 1 of each of the following years, the hourly rate for all part time employee classification listed below shall be as follows:

Group #	Classification	Current:	7-1-12 Hourly Rate (+1.5%)	7-1-13 Hourly Rate (+1.5%)	7-1-14 Hourly Rate (+2%)	7-1-15 Hourly Rate (-)
I & II	All Part-Time	\$11.00	\$11.17	\$11.34	\$11.57	OPEN

- D) The Employer is obligated to properly maintain the public water distribution system in accordance with the State of Michigan Public Health Department. As an incentive to

Group I employees to ensure that the City remains current in its certifications for the water distribution system, merit incentives are offered to such employees. Group I employees may receive a yearly stipend of \$2,000 payable upon successful proof of completion of the State of Michigan Water S-2 Certification program. The stipend will be paid, upon proof of certification, in the month of January for the respective contract years.

SECTION NO. 39 - TEMPORARY EMPLOYMENT STATUS

- A) With respect to the hiring of temporary employees, the Employer agrees that the number of temporary employees will not exceed seven (7) employees.
- B) The employment period of temporary employees shall not exceed one hundred twenty (120) days. An extension beyond one hundred twenty (120) days may be considered a subject for a special conference as provided for in Section 7.
- C) The Employer shall not make use of such temporary employees to deprive a full or part time employee of regularly assigned work.
- D) It is understood that the provisions of this agreement do not apply to these temporary employees.

SECTION NO. 40 – UNIFORMS

- A) Employees of Group I shall be provided, without cost to the employee, an appropriate number of uniforms and coveralls necessary for their work in the Department of Public Services.

SECTION NO. 41 - STRIKE CLAUSE

- A) The Union shall not authorize, sanction, condone, or participate in any strike action for the life of this agreement, as defined in Michigan Public Act No. 366 of 1947, as amended [MCL 423.201 et seq]
- B) The employees included within the bargaining unit shall not authorize, sanction, condone, or participate in any strike action during the life of this agreement. Upon compliance with the prohibitions contained herein the Employer agrees that it will not "lock-out" any employees.

SECTION NO. 42 - DEFINITION OF PART TIME EMPLOYEES

- A) Part-Time employees are defined as employees who are generally scheduled for twenty (20) or less hours a week and are not entitled to fringe benefits and/or seniority as outlined within. This does not hinder the Employer from working part-time employees up to forty (40) hours a week as needed. Part-time employees shall be represented by the union only for the purpose of negotiating wages, discharge or discipline, as outlined within by the Grievance Procedure. No other section of this agreement shall apply to part-time employees unless specifically addressed.

- B) In the event that a part-time employee is hired as a full-time employee, lateral entry at a higher pay scale than starting wages, and/or credit posted for seniority may be considered as a subject for a special conference as provided for in Section 7.
- C) If and when a part-time employee works over forty (40) hours a week or eight (8) hours in a day then they will be entitled to overtime pay at time and one-half their regular wage.
- D) The use of part-time employees by the Employer can not be used to erode the bargaining unit.

SECTION NO. 43 - SEPARABILITY AND SAVINGS CLAUSE

- A) If any section or subsection of the agreement or of any riders thereto should be held invalid by operation of law or by any Court of competent jurisdiction, or if compliance with or enforcement of any section or subsection should be restrained by such Court pending a final determination as to its validity, the remainder of this agreement and any rider thereto, or the application of such section or subsection to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B) If any section or subsection is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, for the purpose of arriving at a mutually satisfactory replacement for such section or subsection during the period of invalidity or restraint.
- C) If the parties do not agree on a mutually satisfactory replacement, then this matter shall be a proper subject for the final step of the grievance procedure as set forth in Section 8(D).

SECTION NO. 44 - DRIVER'S LICENSE

- A) All employees of Group I, both full and part-time, shall be required to have a valid commercial driver's license with a "Group B" designation as required by the State of Michigan. An employee who is assigned exclusively to janitorial services is not required to have such license, but said employee shall maintain a valid Michigan operator's license.
- B) If a full-time employee is unable to meet the requirements of any State of Michigan driver licensing certification, as required by subsection (A), above, within a reasonable period of time, the employer and the union shall meet to decide if there is a job assignment the employee could perform.
- C) The Employer shall pay the cost of obtaining a commercial driver's license, as discussed in paragraph A above, provided, the employee shows evidence of a valid license and a paid receipt.

SECTION NO. 45- MAINTENANCE OF STANDARDS

- A) The Employer and the Union agree that all conditions of employment in its individual operation relating to general working conditions and other conditions of employment, including wages and hours of work, as contained in this agreement, shall be maintained at not less than the highest standards in effect at the time of the signing of this agreement.
- B) It is agreed that the provision of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this agreement, if such errors are corrected within thirty (30) days from the date of error.
- C) The Employer shall be bound by any voluntary act on its part which exceeds the terms of this agreement.
- D) Any disagreement between the Union and the Employer with respect of this matter shall be a proper subject for the second step of the grievance procedure.

SECTION NO. 46 – SUCCESSOR CLAUSE

This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by a change of any kind of the ownership or management of either party hereto of any separable, independent segment of either party.

SECTION NO. 47 - EXPIRATION

- A) This agreement shall continue in full force and effect until midnight, **June 30, 2016**.
- B) If either party wishes to terminate this agreement, or modify or amend any section or subsection thereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the date of this agreement. The modification or amendment of any specific section or subsection shall not affect the remainder of this agreement.
- C) If no notice of termination or modification is given by either party as provided for herein, then this agreement shall automatically continue in full force and effect from year to year.

(Signature Page Follows)

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on the date and year first above written.

CITY OF SWARTZ CREEK, MICHIGAN
A Municipal Corporation

A.F.S.C.M.E
Council No. 25, Local Union No.

RICHARD ABRAMS, Mayor

LORI HAMILTON, Council 25
Staff Representative

JUANITA AGUILAR, City Clerk

ROD GARDNER, Bargaining Team

CONNIE ESKEW, Bargaining Team

APPROVED AS TO FORM
Richard J. Figura, City Attorney

APPENDIX “A”

Medical & Hospitalization

APPENDIX “B”

Dental

APPENDIX “C”

Vision

APPENDIX “D”

Prescription

(Not Applicable, Included With Medical & Hospitalization)

Maintenance Memorandum

Date: August 8, 2002

Subject: **Responsibility for Maintenance of Grade Separations on State Trunklines**

The determination established here will govern wherever maintenance responsibility has not been specifically established by contractual agreement or by legislation.

1. Railroads Crossing State Trunkline Highways

All new agreements entered into for railroad/highway grade separation will comply with Section 319(1) of Public Act 354 of 1993, which states maintenance responsibility of railroad/highway grade separations must be contained in the agreement.

In those few instances where no agreement exists, maintenance responsibility shall comply with Section 319(7) of Public Act 354 of 1993, which states the Michigan Department of Transportation shall determine the allotment of maintenance responsibility generally based upon the party whose traffic is carried by the structure.

2. State Trunkline Highways Crossing County or Local Roads and Streets

A. Where the state trunkline highway passes over a road or street owned by a local government unit, the Michigan Department of Transportation will maintain the structure, including retaining walls.

If the grade separation is part of an interchange, the department will also maintain the ramps. (For maintenance purposes, a ramp begins or ends at the local road edge of metal.) Utility contracts and permits in the interchange area will be under the control of the Michigan Department of Transportation.

The department will not be responsible for the maintenance of the highway or street under the grade separation structure, including drainage structures, protective barriers, under clearance signs, slope mowing, non-motorized paths, winter trails, signs, and under bridge lighting.

B. Where the state trunkline highway passes under a locally owned road, street, or a pedestrian walkover serving a locally owned road or street, the Michigan Department of Transportation will maintain its road and the structural integrity of the deck, superstructure, substructure, footings, retaining walls, and the following integral parts of the structure: sidewalks, curbs, railing, and pedestrian screening.

Maintenance Memorandum

Date: August 8, 2002

Subject: **Responsibility for Maintenance of Grade Separations on State Trunklines**

If the grade separation is part of an interchange, the department will also maintain the ramps, including the interchange area. Utility contracts and permits in the interchange area will be under the control of the Michigan Department of Transportation.

The department will not be responsible for the maintenance of the locally owned road or street, or any of the following that is beyond the structure abutments: approach pavement, embankments, drainage facilities, curbs, sidewalks, railing or guardrail. Nor will the department be responsible for the maintenance of the following located on the structure: street lighting, traffic signals, snow and ice removal, temporary patching of potholes and other depressions on the deck surface or sidewalks not affecting the structural integrity of the bridge, sweeping and cleaning of the structure, surface signing, and pavement markings.

Larry E. Tibbits
Chief Operations Officer
(Signature on file)

RAILROAD CODE OF 1993 (EXCERPT)
Act 354 of 1993

462.319 New construction, partial reconstruction, alteration, or removal of grade separation.

Sec. 319. (1) The construction of a new highway/railroad grade separation structure or the total reconstruction of an existing grade separation structure shall require a written agreement between all affected railroads, the road authority, and any other parties required by law to participate in the construction or funding of the grade separation. As a minimum, the written agreement shall include the following:

- (a) A detailed statement of the work to be performed by each party.
- (b) Methods of payment.
- (c) A description of any work to be performed by the affected parties at no cost to the project.
- (d) Each party's share of the project cost.
- (e) An itemized estimate of the cost of work to be performed by the railroad.
- (f) Methods to be used for performing the work, including contract and force account work.
- (g) Maintenance responsibilities.
- (h) Form, duration, and amounts of any needed insurance.
- (i) Appropriate reference to or identification of plans and specifications.
- (j) Statements defining the conditions under which the railroad will provide or require protective services during performance of the work, the type of protective services, and the method of reimbursement to the railroad.
- (k) Required minimum horizontal and vertical clearances for each track and roadway passing over or under the separation.
- (l) A clause providing transfer of responsibilities to successive parties in the event of the change of ownership or jurisdiction of the railroad or highway.
- (m) The parties responsible to expeditiously remove the grade separation structure and cost responsibility if the grade separation is no longer needed.

Each party signing the agreement shall receive an executed copy of the agreement and shall retain the agreement or a facsimile of the agreement for the life of the structure. If the roadway or railroad changes jurisdiction or ownership, the copy of the agreement shall be provided to the new affected party.

(2) The partial reconstruction of an existing highway/railroad grade separation, the alteration of an existing grade separation for increased railroad or highway facilities, or the removal of an existing grade separation shall be accomplished under the terms and conditions of the existing agreement or agreements covering the existing grade separation. If no agreement exists for the separation or if the existing agreement does not adequately address the proposed work, a new written agreement meeting the requirements of subsection (1) shall be executed before commencement of the work.

(3) For new construction, partial reconstruction, alteration, or removal of a grade separation, as provided for in subsections (1) and (2), where the affected parties cannot come to agreement, either the railroad or road authority may request, in writing, the department to order the construction, reconstruction, alteration, or removal of a grade separation. A request by a railroad or road authority shall include proposed profiles, plans, maps, and specifications showing the portions of the street or highway and the railroad or railroads, for which the grade is to be changed or modified and the details of construction necessary for the improvements.

(4) The department shall set a day for a hearing on the request and give written notice, together with a copy of the request, to all known interested parties in the proceeding at least 10 days before the day set for the hearing, and on the day set for hearing, or at any adjournment or continuance of the hearing, the parties in interest shall be entitled to be heard. The department may issue summonses or subpoenas to enforce the attendance of witnesses at the hearing and may make such examination of the location of the grade separation as it considers necessary.

(5) If after the hearing the department finds that the separation of grades, the reconstruction of existing grade separations, or the alteration of existing grade separations for increased highway or railroad facilities is necessary for the public convenience, welfare, and safety, it may by proper order approve the separation of grades, the reconstruction of existing grade separations, or the alteration of existing grade separations for increased highway or railroad facilities, together with the profiles, plans, maps, and specifications to govern the work. If it finds that there is no such necessity, it may by proper order deny the request. The department, if in its judgment finds it is necessary for the public convenience, welfare, and safety, may change or alter the location of a grade separation. When existing grade crossings of any streets or highways with the railroad are near an involved grade separation, plans for which are approved pursuant to this act, and are situated within a reasonable distance of the site approved for grade separation, and when it is considered practical and reasonable to abolish any of such crossings by connecting the streets or highways to the highway directly

served by the approved grade separation project, the department may order such crossings closed, may specify or approve the nature of connections to the highways interrupted by closing these crossings, and may require that the work be included as a part of the grade separation project. Profiles, plans, maps, and specifications for structures and railroad and highway approaches shall be prepared, unless otherwise agreed upon, by the party whose traffic is to be carried thereon, and likewise, unless otherwise agreed upon, the work of construction shall be performed by the party whose traffic is to be carried by such construction. However, if the profiles, plans, maps, and specifications of any party or parties have not been agreed to in writing by the other parties interested in the improvement before the day set for hearing on the application before the department, the department shall in its order prescribe the manner in which the separation of grades, the reconstruction of existing grade separations, or the alteration of existing grade separations shall be affected, fix and approve the profiles, plans, maps, and specifications, and in this behalf may approve in whole or in part, modify, or alter the plans submitted by the applicant.

(6) Unless otherwise agreed upon, the cost of constructing and making separation of grades, the reconstruction of existing grade separations, or the alteration of existing grade separations for increased highway or railroad facilities, computed as provided in this act, shall be borne according to the benefits received, except that projects requested by the road authority shall not exceed 15% by the affected railroad with the balance paid by the road authority, and projects requested by the railroad shall not exceed 15% by the affected road authority with the balance paid by the railroad. If there is more than 1 affected railroad, and the railroads do not agree on the division of the amount to be borne by each, then the division shall be made by the order of the department. If the amount to be borne by more than 1 road authority is not agreed upon, the division of the amount to be borne by them shall be made by the order of the department.

(7) Unless otherwise agreed upon, the department shall determine the parts or sections of a grade separation undertaking that shall be maintained by the railroad and the part or sections that shall be maintained by the road authority. Unless there are special conditions which complicate a direct allotment of the division of maintenance responsibilities, the maintenance of the structure and approaches and corresponding items of work shall be performed and the cost shall be borne entirely by the party whose traffic is carried thereon. The railroad shall repair or replace, at its own expense, any portions that may be damaged or destroyed by accident or otherwise arising from railroad traffic, and the road authority will repair or replace, at its own expense, any portions that may be damaged or destroyed by highway traffic.

(8) In computing the costs of an improvement, abuttal damages, property acquisition costs, engineering costs, all the other costs of construction, both temporary and permanent, including railroad and highway approaches to the structure incident to the separation of grades, reconstruction of existing grade separations, and the alteration of existing grade separations for increased highway or railroad facilities as set forth in the profiles, plans, maps, and specifications approved by the department may be considered. Additional property acquired or to be acquired for economizing the cost of the improvement and necessary to the grade separation structure and immediate approaches for preserving the existing railroad or highway may be considered a construction cost and included in the cost of the improvement.

History: 1993, Act 354, Imd. Eff. Jan. 14, 1994.

NE-NE
Sec.35

CLAYTON TWP.
T7N-R5E

26 25
35 36 CITY LIMITS

AREA OF DETERIORATION

City of
SWARTZ CREEK

MORRISH ROAD

N. base

NW-NW
Sec.36

SE-NE
Sec.35

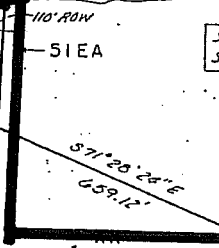
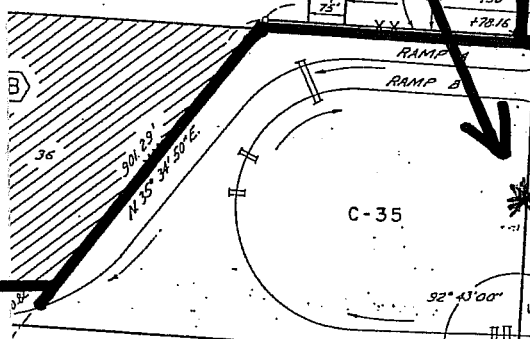
SW-NW
Sec.36

39 OD

189°55'50"E
517.58'

56+75
+52 3' Drain Ditch

Stations Relation
Sta. 1916 +34.38 SWARK R.
Sta. 50 +00 Morrish Rd.

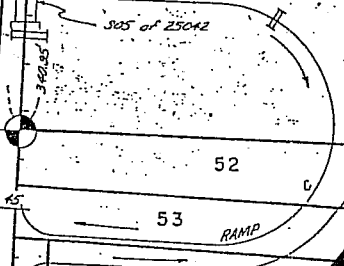
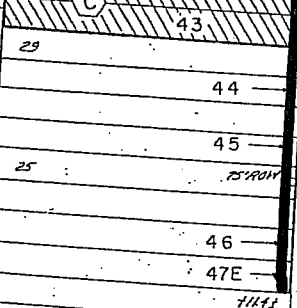


I-69

36

C-42

51



56A

RAMP

54A

1189°55'50"E
477.58'

1122°54'25"E
512.48'

Sup. Plat of
SWARTZ CREEK

NE-SE
Sec.35

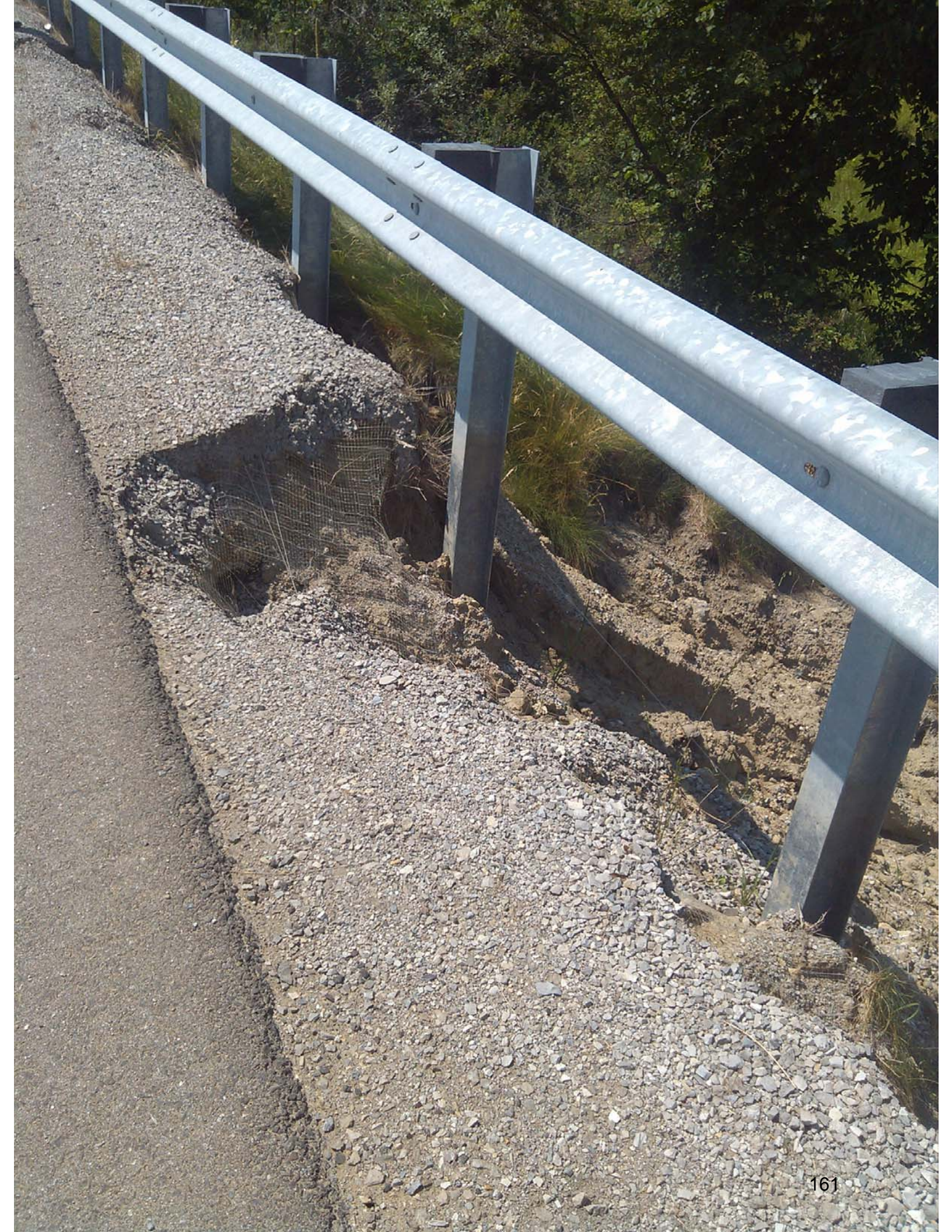
NW-SW
Sec.36

EXC
PAR
D
E



GCRC

GRADE
MAY BE
ICY







City of
Swartz
Creek

City Offices

M-F 8am -5pm
810.635.4464
810.635.2887fax

City Manager's Office

M-F 8am-5pm
810.635.3600

Police Department

Emerg. 911
810.635.4401
810.635.3728 fax

Public Services Department

M-F-8am-4:30pm
810.635.4495

15-June-2012

RE: Flood Loss Occurred May 3, 2012 – May 4, 2012

(Place Label)

Dear Property Owner:

We acknowledge receipt of your claim regarding damages incurred due to a sewer back up and/or flooding that occurred on or about May 3, 2012 – May 4, 2012. In determining our liability, the City of Swartz Creek looks to the proper statutes and/or case law to ascertain whether the City is liable or "legally obligated" to the claim presented.

In January 2001, Legislation introduced Public Act 222 which found governmental agencies are now responsible for direct and indirect storm or sewer back ups that are the result of a construction, design, maintenance, operation or repair defect that is more than 50% the cause of the plaintiff's damages. However, in order to qualify for such a claim; a property owner must **meet all** of the following criteria:

"a claimant may seek compensation for property damage or physical injury from a governmental agency **if all** of the following elements existed at the time of the event:

- a) The governmental agency was an appropriate governmental agency.
- b) The sewage disposal system had a defect.
- c) The governmental agency knew, or in the exercise of reasonable diligence should have known, about the defect.
- d) The governmental agency, having the legal authority to do so, failed to take reasonable steps in a **reasonable amount of time to repair**, correct, or remedy the defect.
- e) The defect was a **substantial proximate cause** of the event and the property damage or physical injury."

In addition to the Act stating that all five elements must exist at the time of the event, the Michigan Court of Appeals held in the case entitled Willett v Waterford Township (2006), that all five elements **must** exist at the time of the event in order for a claim to be successfully presented against a municipality.

The City of Swartz Creek received rainfall in an amount calculated by local meteorologists' to be as much as 9.8" in an eight hour period. The City's sanitary sewer system was operating at full capacity during this event. There were no defects with the system during this event.

It is our position that the City of Swartz Creek did not have a defect to the sanitary sewer system and thus, we do not find that your claim meets all of the requirements of Public Act 222. Therefore, we must respectfully deny your claim. Please contact your homeowner's insurance carrier for coverage.

Sincerely,

Paul Bueche

City Manager
City of Swartz Creek



Update: Revenue Sharing Changes and Other Legislation

6/11/2012

The State budget is awaiting the Governor's signature, which we anticipate will come any day now. With this new budget, comes some tweaks to Revenue Sharing. One major change is moving 20% of the County revenue sharing to an incentive program. Total revenue sharing as compared to 2011-12 is as follows:

	2012-2013	2011-2012 (as of 2/2012)	% change
Constitutional Portion	\$725,496,300	\$697,500,500	+4%
EVIP **	\$225,000,000	\$210,000,000	+7%
County revenue sharing	\$104,480,000	\$115,000,000	
County incentive (EVIP-like)**	\$26,120,000	0	+13%
Grants *	\$15,000,000	\$5,000,000	
Total	\$1,096,096,300	\$1,027,500,500	

The EVIP, County incentive and Grants include significant one-time boilerplate appropriations of \$7.5m, \$2.5m and \$10m respectively.

* Includes School Districts and ISDs in 2012-13, but only if not already receiving a grant from the State School Aid fund. Also, funds can only be used for combining operations with a City, Village, Township or County.

** In order to receive funds for EVIP and the County incentive program, the following requirements must be met:

Category 1 – Accountability and Transparency – due date 10/1/12

- Produce a Citizens Guide, including recognition of unfunded liabilities
- Produce a Performance Dashboard
- Publish a projected budget report – include current and succeeding year, include debt service payments and assumptions used

Category 2 – Consolidation of Services – due date 2/1/13

- Produce a consolidation plan
- If first time, include past endeavors and associated cost savings
- Must include one new initiative with savings estimate and timeline
- If no new initiatives identified, must address why it is not feasible to enter into any new consolidation efforts
- If second time, report on progress of prior plan, including barriers

Category 3 – Employee Compensation – due date 6/1/13

Key point – this section has 3 options.

OPTION 1 – MODIFIED COMPENSATION PLAN

- New hires that are eligible for retirement plans must be put in plans that cap employer contributions at 10% of base salary if eligible for Social Security or 16.2% if not.
- For Defined Benefit plans, maximum multipliers as follows:

Eligible for social security?	Provided with retiree healthcare?	Maximum multiplier
Yes	Yes	1.5%
Yes	No	2.25%
No	Yes	3.00%
No	No	

- For Defined Benefit plans, Final Average Compensation shall use a minimum of 3 years and shall not include more than 240 hours of paid leave. Overtime hours shall not be included.
- Healthcare premium costs for new hires shall include a minimum 20% employee share or employer's share shall be cost competitive with new state preferred provider organization health plan on a per-employee basis.

OPTION 2 – COMPLIANCE WITH PA 152 OF 2011 – Publicly Funded Health Insurance Contribution Act - Certify compliance with the new Act that requires hard caps, or alternately 80%/20% cost sharing. This includes the opt-out provision!

OPTION 3 - Certify that no medical benefits are offered

PAYMENT TIMING HAS CHANGED (well, sort of!)

For all except Counties, the way that payments are distributed has changed. In 11-12, a portion of the payment for each of the 3 categories was paid on each of the six payment dates throughout the year. Now there are only 2 payment dates for each of the 3 categories, such that each local unit will not receive payment associated with each category until the due date, and then the payment will be split between the following two months.

	Prior methodology			New methodology		
	Category			Category		
	1	2	3	1	2	3
October 31, 2012	10,000	10,000	10,000	30,000		
December 31, 2012	10,000	10,000	10,000	30,000		
February 28, 2013	10,000	10,000	10,000		30,000	
April 30, 2013	10,000	10,000	10,000		30,000	
June 30, 2013	10,000	10,000	10,000			30,000
August 31, 2013	10,000	10,000	10,000			30,000

Total	60,000	60,000	60,000	60,000		60,000
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If a local unit fails to meet the initial certification timeline, there is still an opportunity to get the 2nd of the 2 payments if the unit certified prior to the first month of the 2nd distribution. For example, if you miss the 10/1/2012 deadline, a certification prior to 12/1/2012 will allow you to receive the second normally scheduled payment, but not the first.

ASSISTANCE – Detailed guidance is scheduled to be provided by the Department of Treasury by October 1, 2012.

BILLS BEING CONSIDERED

PROHIBITION AGAINST HIRING CURRENT RETIREES

House Bill 5637, the Jobs Initiative Reform Act, is a bill that has been introduced in the House that prohibits public employers in Michigan from employing an individual who is receiving benefits from the public employer's defined benefit retirement plan; and to provide sanctions.

A public employer shall not directly, or indirectly through a contract with a third party, employ an individual who is receiving retirement benefits from a public employee defined benefit retirement plan of that public employer. This prohibition does not apply if the individual waives his or her right to receive previously accrued retirement benefits from that public employer's defined benefit retirement plan while reemployed by the public employer.

Sanctions would consist of reimbursing the defined benefit retirement plan for retirement benefits that the defined benefit retirement plan paid to the individual during the prohibited employment.

This appears to be an issue only if a retiree is being rehired by the existing employer and would not apply if that retiree seeks employment with a different employer.

PA 314 PENSION CHANGES

Senate Bill 797 and House Bill 5416 make some significant changes to Public Act 314, as follows:

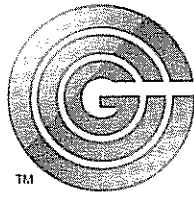
- The legislation utilizes existing asset classes but expands some categories such as foreign equities (from 20% to 70%), real estate (5-10 percentage points higher) and the "basket clause" (10 percentage points higher than existing limits for all plan sizes)
- Requires fee disclosures by investment service providers
- Establishes uniform transparency standards to allow for benchmarking
- Expands prohibition against payments to providers that make contributions to plan sponsor officials
- Permits local pension boards to self-police which means they can remove a member who is legally incapacitated, convicted of certain violations or has committed material breaches of policies
- Imposes limits on dollars spent on training to the lesser of \$12,000 per board trustee or \$150,000. No one trustee can spend more than \$30,000.
- Requires the retention of records for six years

PENSION AND OPEB BONDING PROPOSAL

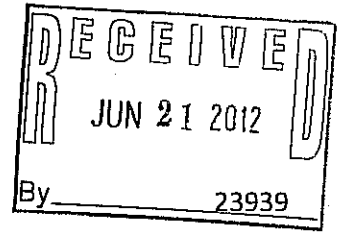
Introduced in the House in April 2012, Bill 5530 amends the Municipal Finance Act to allow for bonding for the unfunded accrued liability related to both pension and retiree healthcare under two scenarios:

- Limited tax general obligations - By ordinance or resolution, without a vote
- Unlimited tax general obligations – By resolution and with a vote

Municipal securities issued under the Act, along with debt currently outstanding, shall not exceed 5% of State Equalized Value. In addition, the government unit must have a credit rating of at least “A”. Lastly, securities shall not be issued unless the projected difference between the assumed rate of return on the healthcare trust fund or the pension fund investments and the projected actual interest rate paid on the securities is at least 100 basis points.



**COMMUNICATIONS
CAPITAL GROUP_{LLC}**



City Of Swartz Creek
8083 Civic Dr
Swartz Creek
MI, 48473-1498

Dear Landlord:

Perhaps you've heard that your T-Mobile tower located at **4355 S Elms Rd, MI** is for sale. AT&T recently called off their plans to buy T-Mobile. Since then T-Mobile has put their portfolio of 7000 towers up for sale, including yours.

I would like to share my insights on the pending T-Mobile Towers sale and discuss how this new development could affect the value of your cell tower ground lease. Call me directly at: **(858) 692-4434** or send me an email: dwright@comcapgroup.com.

Kindest Regards,

Dylan Wright
Director of Acquisitions
Communications Capital Group

A note about my firm and client:

Communications Capital Group (CCG) is a wireless infrastructure investment company formed to build a selective portfolio of cell site assets and at the same time, give landlords the opportunity to leverage their often undervalued cellular revenue streams. We bring a transparent approach to landlords about our investment interests, and the criteria we use to structure our transactions.

CCG is institutionally capitalized through private equity investments from Ulysses Management LLC (Ulysses) and Tenth Avenue Partners (TAP) and debt financing from Macquarie Bank of Australia

connexions

Large Firm Resources. Personal Attention. sm

ROWE Professional Services Company Celebrates Golden Anniversary

This year, ROWE is celebrating five decades of success. Sticking to our founder's original philosophy of doing what's best for the client in the long term, getting involved personally, and giving back to our communities has made this longevity possible.

In 1962, a young David T. Rowe, PE, PS, founded Rowe Engineering and Surveying Services. It began with a small survey crew and a receptionist in the basement of his Davison, MI home. Today, the company has expanded to more than 100 employees in six offices, five in Michigan and one in South Carolina. Along with land surveying and civil engineering, services have broadened to include aerial photography/mapping, landscape architecture, planning, and land development.

Some ROWE achievements to note:

- ROWE's first out-of-state project was in 1982 in Montana; today, staff includes engineers licensed in 16 states and surveyors licensed in 9.
- Our number of MDOT-funded projects has grown from one in 1974 to currently more than 70 per year.
- ROWE has provided landscape architecture services for numerous projects since the addition of the division in 1991, including more than \$15 million of non-motorized pathways.
- Since purchasing Air-Land Surveys in 2002, ROWE provides clients with aerial mapping and photogrammetry services nationwide.

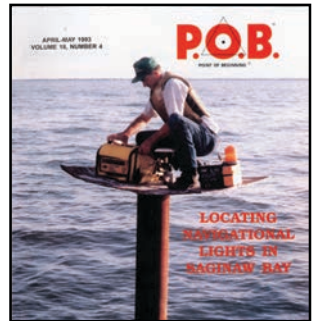
ROWE truly appreciates the opportunity to team with fantastic clients for the past 50 years and ardently looks forward to providing "large firm resources with personal attention" throughout the 21st century.



ROWE's principals have always been hands-on and can be found working in the field, as humorized here in 1993.



ROWE employees give back to the community.



ROWE's work has been featured in many magazines.



Staff Make Adrian's Trailway Wish a Reality

In 2011, ROWE helped the City of Adrian, MI staff and residents realize their 25-year-old dream of connecting an existing trail to their southernmost community park, Riverside Park. ROWE was the design engineer for scoping, concepts, permits, construction drawings, and construction assistance for 0.13 mile of trailway and elevated boardwalk design (pictured at left, bottom) and 83-feet of prefabricated non-motorized bridge (pictured at left, top) over the River Raisin in the city. Staff completed FieldManager duties for this Michigan Department of Transportation-let project and provided onsite FieldBook documentation to support city staff.

The \$453,000 project was funded by a federal Congestion Mitigation and Air Quality Improvement Program grant and a 20 percent match from the city.

"The ROWE staff developed an easy working relationship with our staff, with the contractors, and with the MDOT staff. They were always responsive to any questions or situations that arose and provided workable solutions for any of the typical roadblocks that pop up during a construction project," said Mark Gasche, City of Adrian parks and recreation department director.

A parking lot and trailhead meeting ADA compliance in a flood-prone area was also developed.

An Adrian resident emailed this message to Gasche soon after the project was completed: "I went for an early morning run today and picked up the Kiwanis trail at Maumee heading towards Riverside Park. The run into the park was absolutely beautiful at sunrise. My hat is off to you and everyone else that is responsible for making that happen."

A sewer interceptor project was completed simultaneously with the bridge project.

"This created some logistical problems, but with ROWE's oversight and communication, the projects were able to proceed seamlessly without interruptions," Gasche remarked.

Projects' Space Constraints, Tight Timelines Conquered

Staff in ROWE's Myrtle Beach, SC office is tackling challenging beach access projects for the City of North Myrtle Beach.

ROWE is on a design build team with Bill Clark Homes to complete projects at three sites. The projects include creating a paved access and parking area on thin strips of land between existing multi-family developments to replace natural paths people utilize to reach the beach from the road. Also included are the construction of restroom facilities and public showers and the implementation of erosion-control measures.



A family takes a trip to the beach via one of the new paved accesses.

Like most "infill" projects, the limited area and fixed constraints of the existing developments make the design and construction of the projects tricky. Also, the desire to open one of the sites in early summer, only a few months after the project award, kept the team hopping.

ROWE's responsibilities for the projects include construction staking and engineering reviews of site and grading plans prepared by the City of North Myrtle Beach's engineering department.

ROWE Projects Honored

ROWE was a team member for the completion of several projects recently recognized for excellence.

The **Michigan Concrete Association Award of Excellence:**



Above, Vernon lagoon; below, GM plant entrance.



I-94 reconstruction/rehabilitation project in Jackson County, MI
Michigan Recreation & Park Association Design Award: Paradise Peninsula Playscape at Waterford Oaks County Park, Waterford, MI
The American Public Works Association-Michigan Chapter Projects of the Year: Cold-in-place recycling project in the City of Charlotte, MI and the Village of Vernon, MI's wastewater lagoon and collection system upgrade
The Flexible Pavements of Ohio Association: Reconstruction of the truck entrance at the General Motors Defiance, OH Powertrain Plant

Creativity Keeps Project Budget in Check Despite Design Changes

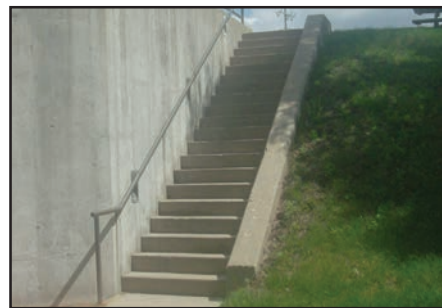
Change orders make clients cringe, but innovative thinking helped ROWE maintain Community Mental Health for Central Michigan's (CMHCM) budget during a recent project at the company's Mecosta County Center in Big Rapids, MI. The design changes even made the project, which included a new stairway and retaining wall, more durable and easier to maintain.

ROWE was the design and construction engineer for replacing an aging and unsightly retaining wall, sidewalk, and staircase. The Isabella Corporation of Mt. Pleasant, MI was the contractor.

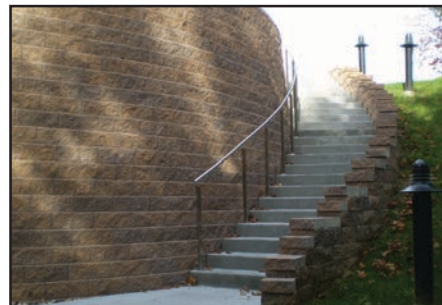
The original design was to use segmental block stairs for aesthetics and ease of construction. Due to durability concerns with heavy salting and the possibility of future settlement issues, the decision was made to pour cement stairs.

Providing greater clearance between the door at the top of the staircase and the stairs was another change in the design. This required moving the retaining wall by 6 inches, which permitted installation of a stronger handrail system. However, with only 16 inches between the upper-level door and lower-level window, one of the two lower level windows had to be enclosed. Once the window issue was resolved, the retaining wall could be installed with greater setback per block, creating a sturdier wall. Enclosing the window was an added expense; however, eliminating unnecessary railing from the design saved money and kept the budget on track.

"Sometimes changes like that can increase costs, but ROWE really worked with us on that," said Kim Boulier, CMHCM program director for Mecosta and Osceola Counties.



Above, the original stairway; below, the safer solution.



Above, the original second level landing; below, new wire railing creates airy feeling.



Creating greater clearance at the top of the staircase, and installing a sturdier stainless steel rail sounded wonderful, but installation on a 13 1/2-foot tall helix shape proved tricky.

"Staff were terrified of the steep steps – they didn't even want to walk down them in the winter," Boulier said. "It was ROWE's idea to design them on a curve, which really helped so they didn't have to be so steep. Replacing the flimsy railing makes it safer too."

Mecosta Center Office Manager Paula Hunter worked closely with ROWE on the project and said she was happy with the experience and the results.

The ROWE project team knows the challenges were worth it!

Air-Land Surveys Coordinates Three Out-of-State Companies to Complete Mapping Project for U.S. Army Corps of Engineers

Air-Land Surveys (ALS), a ROWE company, proved its ability to successfully complete projects that require coordination with multiple agencies located in various parts of the U.S. One of its recent projects, performed for MWH Americas Inc. and Missouri River Energy Services, was to map a 100-acre site centered on the Des Moines River at the outflow of the dam at Red Rock Lake near Pella, IA. The purpose was to provide a base map for the design of a new 55-megawatt hydroelectric facility to be located just below the Red Rock Dam operated by the U.S Army Corps of Engineers.

To complete the project, ALS staff in Flint, MI coordinated the services of three companies, each located in different Iowa cities.

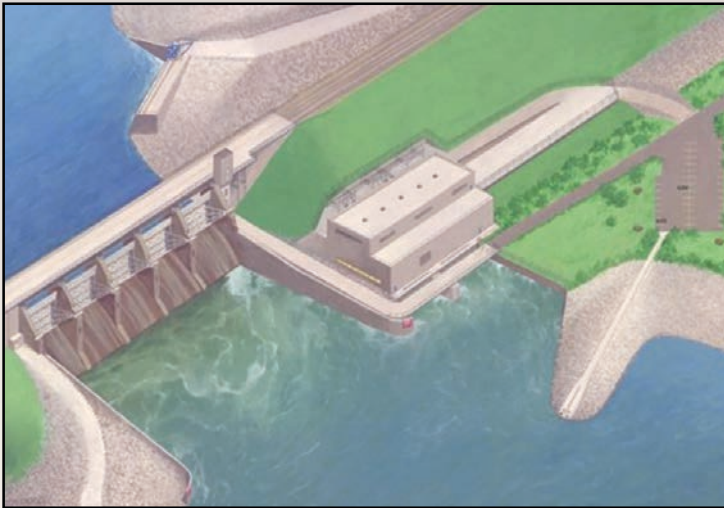
- A land surveyor to measure photo control and perform utility surveys of the existing structures on the site.
- An aerial photography company to perform low-altitude aerial photography to produce digital topographic mapping of the area around the lake and river.
- A bathymetric surveyor to survey above the dam and part of the

Des Moines River below the dam spillway, which required the use of Sonar equipment. Where water was too shallow to allow Sonar measurements, GPS surveys were conducted to fill in the required elevation detail.

After this work was completed in Iowa, ALS produced the deliverables in Michigan. A single digital terrain model that covered the hydrographic and topographic survey data area was assembled and contours for the entire surface were computed and submitted in a single AutoCAD drawing file. High-resolution digital orthophotography was also produced.

Construction of the new hydroelectric facility is expected to begin in 2013. It is anticipated that the facility will become operational in 2016.

For more information about ALS' services, contact Production Manager Greg Lemke, CP, at 800-447-1627 or glemke@airlandsurveys.com.



This rendering shows what the Red Rock Dam Hydroelectric Facility will look like when completed. It should be operational by 2016.



This aerial photograph, which shows the project area at Red Rock Lake and Dam and the Missouri River, was used to generate topographic mapping.

ROWE Offers Floodplain Services

As government office staff field concerns from residents about expensive floodplain insurance, they may want to refer them to ROWE for assistance with answering questions. Experienced floodplain surveyors are located in all ROWE offices and can help people whose lenders are requiring them to purchase flood insurance.

The National Flood Insurance Program has been in existence since the 1970s. However, the ongoing map modernization program and renewed scrutiny of homeowners' insurance requirements have increased the need for homeowners to understand the program and its impact. The map modernization program has been controversial. Some communities that previously did not have mapped floodplains must now map them. Communities that had existing floodplains may now have to identify larger floodplain areas.

If a property is located in a high-risk area for floods, purchasing flood insurance is mandatory for all federally-related financial

assistance. Lenders may still require the owners of properties located in medium- to low-risk areas to purchase flood insurance during the life of their home loan, even though it is not a federal mandate.

For people whose homes are considered in a floodplain, but whose homes are located on high ground, the only resort to reduce the cost of, or avoid paying, flood insurance is a Letter of Map Amendment stating revisions made to a Federal Emergency Management Agency flood map. ROWE can assist residents with the application process and complete a flood elevation assessment. Typically, these field surveys can be completed in one day; combining multiple properties in a neighborhood can decrease the cost of the survey to the individual homeowners.

For more information, contact Survey Project Manager John Rauser, PS, at 800-837-9131 or JRauser@rowepsc.com.

Staff Updates

Project Manager is Promoted

Jeremy M. Lynn, PE, has been promoted from project manager to senior project manager. He is an associate owner who works out of ROWE's corporate headquarters in Flint, MI where he serves as a construction and safety engineer and oversees the construction division.



Lynn

Staff Earn Professional Licenses



Sorenson



Westbrook

- Cole A. Sorenson, PS, recently earned his professional surveyors license. He is an assistant project surveyor who works out of ROWE's Grayling, MI office. His job includes collecting field measurements using total stations and GPS equipment, assisting with construction testing services, preparing finished CAD products, and performing project research.
- Justin A. Westbrook, PE, recently earned his professional engineer license. He is an assistant project engineer in the Civil Utilities Division who works out of ROWE's corporate headquarters in Flint, where he assists with the design and analysis of various road and infrastructure projects.

Engineering Group Expands

- Mark A. Helinski, PE, joined the Transportation Division as a senior project manager. He graduated from Michigan State University with a B.S. in civil engineering and has more than 20 years of bridge design and project management experience.
- Deveron Q. Sanders, PE, joined the Civil Utilities Division as an assistant project engineer. He earned a B.S. in civil engineering from the University of Michigan and is currently pursuing an M.S. in operations management at Kettering University. His 10+ years of experience includes



Helinski

extensive work with the inspection and management of general site construction.

- Mitchell J. Hastings joined the Special Services Division as an Engineering Technician II. He earned a B.S. in construction engineering from Central Michigan University. His experience includes four construction seasons serving as a construction inspector/technician, including time spent as a co-op student for the Michigan Department of Transportation.
- ## Graduate Engineers Join ROWE Team
- Samantha M. Kalakay joined the Civil Utilities Division as a graduate engineer. She recently earned a B.S. in civil engineering from Trine University and plans to obtain a professional engineer license. Her experience includes working for ROWE as an intern for five summers.
 - Nicholas J. Ryan, EIT, joined the Civil Utilities Division as a graduate engineer. He recently earned a B.S. in civil engineering and one in civil surveying from Michigan Technological University (MTU) and is pursuing professional engineer and surveyor licenses. His experience includes working as a lab technician in the cementitious materials lab at MTU and serving as an intern at ROWE in summer 2011.
 - Ashley M. Hufnagel joined the Special Services Division as a graduate engineer. She earned a B.S. in civil engineering at Lawrence Technological University and plans to obtain a professional engineer license. She comes to ROWE with one year of experience with another engineering firm and the skills she learned from an internship with the Michigan Department of Transportation.
 - Nathan A. Raburn joined the Transportation Division as a graduate engineer. He earned a B.S. in civil engineering from Western Michigan University and plans to obtain a professional engineer license. His experience includes one year of work at another engineering company and the skills he learned from an internship with MDOT.

Don't Miss Our Community Education Series

Are you aware ROWE offers multiple FREE education seminars every year? The two-hour sessions are led by our planning, engineering, or survey department staff and provide valuable information for government or elected officials and contractors. Subjects include everything from sample language for ordinances to GPS-controlled machine grading.

At our March program, a bond attorney and representatives from the Michigan Department of Environmental Quality, United States Department of Agriculture - Rural Development, and Michigan Economic Development Corporation reviewed funding programs and grant opportunities for various types of projects, including sewer, water, and downtown revitalization. They explained many aspects of these opportunities, such as qualifications and deadlines.

ROWE Planner J. Douglas Piggott, AICP, PCP, shared information about the Right to Farm Act with a crowd of more than 50 representatives of rural and urban communities at a session in April. He answered many questions, such as "How far can we go to 'zone out' agricultural operations from certain areas of our community?" and, "To what extent can we adopt ordinances that regulate agricultural operations?"

Our planning department has scheduled a seminar for **October 24** at The Rowe Building in Flint, MI. Our engineering department is developing a program as well, with a date and topic to be announced soon. Check www.rowepsc.com for more information as details are finalized.



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Lapeer, MI 48446
(810) 664-9411

419 N. Madison Ave.
Bay City, MI 48708
(989) 894-4001

403 Huron St.
Grayling, MI 49738
(989) 348-4036

511 Broadway St.
Myrtle Beach, SC 29577
(843) 444-1020



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