

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday October 8, 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 September 24, 2012 MOTION Pg. 6, 11-20
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 6
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 6, 2-5
 - 6B. Monthly DPW Report Pg. 21-27
 - 6C. Monthly Check Ledger Pg. 28-31
 - 6D. Marathon Demo Agreement, Revised (Agenda Item) Pg. 32-34
 - 6E. MI-LCC License Request, Montini (Agenda Item) Pg. 35-41
 - 6F. Chamber of Commerce Gaming License Application (Agenda Item) Pg. 42-44
 - 6G. Resident Letter, Winshall Sewer Project Pg. 45
 - 6H. BS&A Quote, Online Records Program Pg. 46-51
 - 6I. County Solid Waste Plan, Public Inspection Draft CD
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Marathon Project, Revised Demo Agreement RESO. Pg. 7, 32-34
 - 8B. LCC Class "C" – SDM License Application RESO. Pg. 9, 35-41
 - 8C. Set Public Needs Hearing, CDBG Funding Distribution Cycle RESO. Pg. 9, 5
 - 8D. Charitable Gaming Application, Chamber of Commerce RESO. Pg. 10, 42-44
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 October 8, 2012 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUCHE // City Manager
DATE: 5-October-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 are the non-participating enhancements as well as the road closure for construction. The project is estimated to last for two months and will be timed while the school is on summer break (2013).

On a related matter, the five year TIP call for projects will be coming up shortly. Staff meetings with our engineer are suggesting that we put all of Miller Road between Seymour and Dye in, as well as the Bristol Road cuts in front of GM-SPO and the corresponding sections of Bristol. This should just about take care of our major streets for a little while. Any other suggestions, please let me know.

✓ **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 revealed we have one for sure, and possibly a second breach 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 approved light design engineering, survey and bid package preparation in the amount of \$6,847 at the meeting of February 27th. After extensive review of all options, we bid for excavation and repair with the low bidder being Joe Raica

Excavating of Fowlerville Michigan in the amount of \$146,500. We have a pre-construction meeting scheduled with residents on Wednesday October 10th and 7:00 PM. Work should begin shortly after this meeting. I'll keep the Council informed on developments.

❑ **BEAR CREEK SANITARY SEWER AGREEMENT** (*Status*)

Design of the bridge has been accepted by MDOT and it appears they will not require the relocation of the sanitary sewer line. I'm going to give the project a bit more time before approaching the county on a solution for ownership of the line.

✓ **MARATHON REDEVELOPMENT PROJECT** (*Resolution*)

The Council selected the Biggby Project at the Special Meeting of February 20th. Here is the revised 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:	October, 2012
Building & UST Demo"	October-November 2012
Final Site Plan Approval, Develop	
Agreement Approval:	November, 2012
Commence Construction:	T.B.D.

As discussed at the meeting of July 23rd, we are in Circuit Court for quiet title acquisition. Mr. Gildner advises that most of the lien holders have defaulted. He is negotiating a stipulation with the banks involved and is mostly confident that he can succeed. As you may recall, we have assumed the risk in demolishing the building and removing the UST's. We entered into an agreement with Marathon on the UST removal and we also passed a resolution to enter into an agreement at the meeting of September 10th with HCP-LLC (Atkinson Construction) to demolish the building. After approving the demolition agreement, the attorney for HCP-LLC / Atkinson Construction desired some changes to the text. The changes have been approved by the staff and reviewed and approved by Mr. Gildner. I have a resolution to rescind the September 10th agreement and set this one into the record. In addition, we may have to add an addendum to the original Purchase Agreement to cover time frames for the quiet title process. If Mr. Gildner can have it finished by Monday, I'll add it on for tonight's meeting.

✓ **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 & ASSESSOR CONTRACTS, BUILDING DEPARTMENT** (*Status*)*

The POLC, AFSCME, Supervisor, Assessor, Zoning Administrator and Part-Time Police Officers have been settled. The remaining loose ends are the building inspector's employment agreement, which in part is addressed in the Shared Services Study and will be discussed by the review committee, and the City Manager contract.

✓ **FIRE DEPARTMENT: BOARD, CONTRACT & COST RECOVERY** (*Status*)

I met with the Township Supervisor and Fire Chief on the 2013 Budget. The Township Board will be reviewing the budget in the near future. We'll look to take action as soon

as the Township responds. We briefly discussed the contract and I outlined the City's position. Mr. Sepanak advises he'll put this matter back up for discussion.

- ✓ **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)**
The review committee continues to meet and should have some recommendations within the next couple of meetings.
- ✓ **SCHOOL PERFORMING ARTS CENTER (Status)**
Construction and associated "dry weather dust" continues to progress.
- ✓ **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. 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 signals and other related improvements. MDOT has given final approval for the traffic signal and Mr. LaMourie has begun final design and shop drawings. The state delays have placed us under a time constraint as there's about a four month stack delay in ordering steel. On the other side, construction on the site is in high gear. I've included a few on-site photos with tonight's disk.
- ✓ **FIVE-YEAR PARKS & RECREATION PLAN, ELMS PARK PROJECT (Status)**
Awaiting a draft, expected sometime in November.
- ✓ **TRAFFIC SIGNALS, BRISTOL & MILLER (Status)**
Set for data collection and warrant analysis this month.
- ✓ **CLASS "C", "SDM" LIQUOR LICENSES, NEW (Resolution)**
The applicant, via his attorney, has re-submitted the request, minus the entertainment permit. It's closer, but it still needs a fair amount of review. We recommend the Council refer the matter to the Planning Commission for further review and recommendation. I have a resolution to this effect included with tonight's program.
- ✓ **I-69 MORRISH ROAD BRIDGE REPAIR, FLOOD RELIEF GRANT (Status)**
Lou's preparing a design and bid proposal which should be back shortly for review.
- ✓ **TRI-COUNTY LEASE AGREEMENT (Status)**
As we discussed at the July 23rd Meeting, we have lease agreements with Tri-County Wireless, an internet provider, for the location of a transceiver on top of the water tower

at Miller & Seymour. The lease is scheduled to expire this month and Tri-county requests to renew it. They are paid up in good standing. I'm proceeding with a contract renewal based on our disinterest in WI-FI service. I should have something back within the next meeting or two for approval.

- ✓ **CITY WEB SITE, RELATED SERVICES** (*Status*)
Pending.

- ✓ **CDBG FUNDING CYCLE APPLICATION** (*Resolution*)
The application for next three year round of CDBG Funding is due in November. As a requirement for distribution, we need to conduct a public needs hearing, which we are out for advertisement at the regular meeting of October 22nd. I have a resolution to set the public hearing included with tonight's agenda. We'll have a list of potential projects for consideration at the October 22nd meeting.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **CHARITABLE GAMING LICENSE, CHAMBER OF COMMERCE** (*Resolution*)
The Swartz Creek Chamber of Commerce would like to obtain a state raffle license to assist them with fundraising gaming events. As is the case with charitable organizations that are new in the eyes of the state lottery commission, they need an endorsement as such with the local government. I suspect this is to verify that the organization is more for the community or charity than themselves. My experience with the Chamber is they regularly conduct community and charitable events. I have included a resolution with tonight's packet.

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.
- *South Seymour Road Parking.* Pending Review and Recommendation.
- *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 Grain Elevator Building, Morrish at CNA Crossing.* Pending.

City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday October 8, 2012 7:00 P.M.

Resolution No. 121008-4A **MINUTES – SEPTEMBER 24, 2012**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held September 24, 2012 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 121008-5A **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 October 8, 2012, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 121008-6A **CITY MANAGER'S REPORT**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager's Report of October 8, 2012, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

MARATHON PROJECT, REVISED DEMOLITION AGREEMENT

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek approved an agreement with HCP-LLC for the demolition of the abandoned Marathon Building at 7026 Miller, agreement as follows:

Marathon Property, Demolition Agreement & Permit

Resolution No. 120910-08

(Carried)

Motion by Councilmember Hurt

Second by Councilmember Hicks

I Move the City of Swartz Creek enter into an agreement with HPC L.L.C. of Durand Michigan, for the demolition of the structure at 7026 Miller Road, agreement as it appears in the Council packet and as revised by discussion of City Manager Bueche:

AGREEMENT & DEMOLITION PERMIT

Between
CITY OF SWARTZ CREEK
And
HCP L.L.C

This Agreement is between the City of Swartz Creek, a Michigan municipal corporation of 8083 Civic Drive, Swartz Creek, Michigan 48473 ("the City") and HCP, LLC, a Michigan limited liability company of 12568 Lansing Highway, Durand, Michigan 48429 ("HCP").

Recitals

WHEREAS, the City owns a parcel of property commonly known as 7026 Miller Road, Swartz Creek, Michigan 48473, and described more specifically in Exhibit "1" that is attached hereto ("the Property");

WHEREAS, HCP has entered into a Purchase and Development Agreement with the City concerning the Property and wishes to begin work on the Property in anticipation of the parties closing on the Purchase and Development Agreement;

WHEREAS, the City and HCP presently intend to close on the Purchase and Development Agreement but acknowledge that questions concerning the City's clear title prevent them from closing before HCP's work can begin;

WHEREAS, notwithstanding the unsettled nature of the Purchase and Development Agreement, the City is willing to permit HCP to begin work on the Property according to the terms and conditions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Upon receipt of all necessary permits by City, state or federal governmental regulatory bodies, HCP may enter onto the Property to demolish the structure located thereon, lawfully dispose of the remnants of that structure and excavate to a finish grade;
2. HCP acknowledges that asbestos or other hazardous materials might exist on the Property or in the structure located thereon, and represents that it will adhere to all local, state or federal regulations concerning the handling, transport and disposal of all such materials. HCP, for itself and its agents, directors, employees, insurers and assigns, also agrees to indemnify and hold harmless the City (including its agents, employees, public officials and assigns) from all claims, demands, suits or causes of action that relate to or arise from (1) its handling, transport and disposal of any such hazardous substances located on the Property; and (2) its activities on the Property;
3. If the parties do not close on the Purchase and Development Agreement for any reason, the City shall pay HCP liquidated damages in an amount equal to the actual costs it incurred pursuant to this Agreement, not to exceed Twenty-Five Thousand Dollars (\$25,000.00);
4. The person signing this Agreement on behalf of HCP has full authority to execute this Agreement and to bind HCP and its agents, employees and successors.
5. This agreement shall be governed by, interpreted, construed, and enforced pursuant to and in

accordance with the laws of the State of Michigan.

6. If any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this agreement which shall remain in full force and effect and enforceable in accordance with its terms.

7. This agreement supersedes all previous or contemporaneous negotiations and/or agreements, except the purchase agreement, and constitutes the agreement between the parties. No verbal statements or prior written materials not specifically incorporated in this agreement have been relied upon by the parties in entering into this agreement.

8. The City and HCP acknowledge that HCP is an independent contractor, is not subject to or covered by the personnel policies and procedures of the City, and is not entitled to any of the employee benefits described or provided therein.

9. HCP agrees that all work and subsequent demolition on the property will be performed by qualified contractors and sub-contractors that are insured and licensed to do business in the State of Michigan.

10. HCP shall be required to secure automobile, casualty and worker's compensation insurance coverage, and shall name the City as an additional insured on all such policies of insurance, which policies shall provide for public liability coverage of not less than \$1,000,000.00, and include at least \$50,000.00 in coverage for property damage.

EXHIBIT 1

LEGAL DESCRIPTION

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

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

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

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

Discussion Took Place.

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

NO: None. Motion Declared Carried.

WHEREAS, the attorney representing HCP-LLC desired changes to the agreement, the proposed changes having been reviewed by the staff and the City Attorney and incorporated into a new agreement by the City Attorney.

NOW, THEREFORE, I Move the City of Swartz Creek rescind resolution #120910-08 dated September 10, 2012 and approve a revised agreement with HPC L.L.C. of Durand Michigan, for the demolition of the structure at 7026 Miller Road, a copy of the agreement attached hereto, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 121008-8B **MI-LCC APPLICATION, CLASS “C” – SDM LICENSE,
PIETRO MONTINI, 8013 MILLER ROAD**

Motion by Councilmember: _____

I Move the City of Swartz Creek accept for consideration the MI-LCC application of Pietro Montini for a new Class “C” – “SDM” license for use at 8013 Miller Road, and further, refer the matter to the Staff and Planning Commission for review and investigation, the results, findings and recommendation to be brought back to the Council for review and final determination.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 121008-8C **SET PUBLIC NEEDS HEARING, CDBG THREE YEAR
CYCLE DISTRIBUTION**

Motion by Councilmember: _____

I Move the City of Swartz Creek set a public hearing to be held at the regularly scheduled Council meeting of Monday October 22, 2012 at 7:00 PM, or as soon after as the matter can be heard, to hear public comments and consider projects for the City’s three year cycle of Community Development Block Grant fund distribution, and further, direct the staff to publish a notice of the hearing in accordance with law.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion by Councilmember: _____

I Move the City of Swartz Creek, at the request of the Swartz Creek Chamber of Commerce, a not-for-profit charitable organization located in Swartz Creek, Genesee County, Michigan, hereby recognize and proclaim that the organization is a not-for-profit charitable entity engaged in the business of community service, and further, recommend that the Michigan State Lottery and Gaming Commission consider and approve a license to conduct raffles and other gaming events for the purpose of raising funds.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday September 24, 2012 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 09/24/2012

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

Invocation and Pledge of Allegiance to the Flag.

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

Councilmembers Absent: Binder.

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

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

Resolution No. 120924-01

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Hicks

I Move the Swartz Creek City Council excuse the absence of Councilmember Binder due to the poor health of her fiancée.

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

NO: None. Motion Declared Carried.

APPROVAL OF MINUTES

Resolution No. 120924-02

(Carried)

Motion by Councilmember Porath
Second by Councilmember Hurt

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held September 10, 2012, to be circulated and placed on file.

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

NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 120924-03

(Carried)

Motion by Mayor Pro-Tem Krueger
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the Agenda, as printed, for the Regular Council Meeting of September 24, 2012, to be circulated and placed on file.

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

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 120924-04

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the City Manager's Report of September 24, 2012, to be circulated and placed on file.

Discussion took place.

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

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

MEETING OPENED TO THE PUBLIC:

None.

COUNCIL BUSINESS:

Bid Award & Appropriation, Winshall Drive Sanitary Sewer Repair Project

Resolution No. 120924-05

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hicks

WHEREAS, the City conducts an ongoing sanitary sewer maintenance program wherein annually, segments of the sewer lines are televised and then relined with PVC; and

WHEREAS, the 2012 sanitary sewer relining project targeted a section of the City's sanitary sewer along the backyards of residents on the north side of Winshall between Durwood and Daval, the camera inspection disclosing two breaks in the line in the 5200 block of Winshall; and

WHEREAS, the City's Engineer, Rowe Professional Services Inc., reviewed all possible options for repair and have recommended the only fix is the full excavation and replacement of the damaged sections; and

WHEREAS, Rowe has conducted a site survey, developed construction plans and let for bid a package for repair with five returns ranging from \$146,500 to \$181,000, with the low bidder being Joe Raica Excavating of Fowlerville Michigan.

NOW THEREFORE, I Move the City of Swartz Creek award the bid for the repair of the Winshall Drive Sanitary Sewer Project to the low bidder Joe Raica Excavating of Fowlerville Michigan, in the amount of \$146,500, in accordance with the construction plans and specifications as drafted and bid by the City's Engineer, funds to be appropriated from 591 sanitary sewer.

BE IT FURTHER RESOLVED that the City allow for a 10% contingency for any undisclosed expenses related to the excavation project and any additional engineering inspection costs associated with the project.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are directed to execute a construction contract and any other associated documents on behalf of the City

Discussion Ensued.

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

NO: None. Motion Declared Carried.

Extend Professional Services Agreement, Zettel Consulting

Resolution No. 120924-06

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Hicks

I Move the City of Swartz Creek enter into a Professional Services Agreement with Adam Zettel of Zettel Consulting Services, to provide consulting services for Zoning, Planning, DDA, Grants, and Water Distribution System, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City, agreement as follows:

**PROFESSIONAL SERVICES AGREEMENT
Between
THE CITY OF SWARTZ CREEK**

**And
ZETTEL CONSULTING**

This agreement is made this 14TH day of September, 2012 by and between the **City of Swartz Creek**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 ("City") and **Zettel Consulting**, with principal offices at 5023 Holland Street, Swartz Creek Michigan 48473 ("Provider")

WHEREAS, the City desires to employ a consultant for planning, zoning, DDA, community development, and water system administration; and

WHEREAS, the Provider has the necessary experience and qualifications to provide the above described professional services and is willing to provide those services to the City.

NOW, THEREFORE, the City and the Provider AGREE AS FOLLOWS:

1. Agreement Term.

The term of this Agreement shall be for the following period:
September 24, 2012 through November 30, 2013.

2. Scope of Services:

The scope of services to be performed by the Provider is as follows:

A. Consulting services for the administration of planning, zoning and Zoning Board of Appeals, including, but not limited to, the attendance at meetings, budget finance, site plan review, Planning Commission packets, ordinance updates, Master Plan, Trailway Plan and Park Plan, or other duties that the City Manager may determine necessary.

B. Consulting Services for the administration of the Downtown Development Authority including, but not limited to, the attendance at meetings, related budget and finance or other duties that the City Manager may determine necessary.

C. Consulting services for the administration of the City's Water Distribution System, including, but not limited to, creation and monitoring of a new comprehensive paperwork documentation system for repairs, maintenance, tracking and reporting, rate review and calculations, assistance with budget, finance and capital improvements, or other duties that the City Manager may determine necessary.

D. Consulting services for grant maintenance including, but not limited to application, reporting, documentation and the continuation of existing sources, CDBG and EECBG.

E. Consulting services for community development projects, as needed.

3. Compensation:

The Provider shall be compensated as follows:
The City shall pay the Provider an hourly rate of \$75 per hour, detailed invoice submitted monthly at the first of the month for the previous month, net due 20 days.

4. Applicable Law.

This Agreement shall be governed by and in accordance with the laws of the State of Michigan applicable to contracts made and to be performed in this state.

5. Obligations to the City.

The Provider shall maintain all licenses currently held, including, but not limited to AICP and S-2 water distribution operator. The Provider shall remain current and not be in default of any obligations due to the City including, but not limited to, the payment of taxes, fines, penalties, licenses or other monies due to the City. Violations of this clause shall constitute a substantial and material breach of this Agreement. Such breach shall constitute good cause for the termination of this Agreement should the City determine to terminate on a basis other than convenience.

6. Disclaimer of Contractual Relationship.

Nothing contained in the Agreement Documents shall create any contractual relationship between the City and any Subcontractor of the Provider.

7. Independent Contractor

No provision of this Agreement herein contained shall be construed by the parties or by any other person as one creating an employer-employee relationship. It is hereby expressly understood and agreed that the Provider is an independent contractor as that phrase has been defined and interpreted by the Courts of the State of Michigan, and, as such, he/she is not entitled to any benefits not otherwise specified herein.

8. Hold Harmless and Indemnification:

To the fullest extent permitted by law, the Provider agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury or death and/or property damage including loss of use thereof, which may arise as a result of his act, omissions, faults and negligence or any of his employees, agents and representative in performance of this Agreement.

9. Non Exclusive

Nothing in this contract shall be deemed to grant the provider an exclusive franchise or an exclusive right to provide any such services defined in this agreement, or otherwise, within the City.

10. Insurance.

The Provider shall not commence work under this Agreement until he/she or it has procured and provided evidence of insurance required under this section. All coverage's shall be placed with insurance companies licensed and admitted to do business in the State of Michigan unless otherwise approved by the City. Policies shall be reviewed by the City for completeness and limits of coverage. All coverage's shall be with insurance carriers acceptable to the City. The Provider shall maintain the following insurance coverage's for the duration of the Agreement.

A. Commercial General Liability coverage of not less than five hundred thousand dollars (\$500,000 per person and per occurrence combined single limit with the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as Additional Insured. The coverage shall be primary as to the Additional Insured's, and not contributing with any other insurance or similar protections available to the Additional Insured's, whether said other available coverage be primary, contributing or excess.

B. Workers Compensation Insurance in accordance with Michigan statutory requirements including Employer's Liability Coverage.

C. Commercial Automobile-Vehicle Insurance in accordance with Michigan statutory requirements.

The Provider shall furnish the City with certificates of insurance for all coverage's requested and with original endorsements for those policies requiring the Additional Insured status. All certificates of insurance must provide the City with not less than 30 days advance written notices in the event of cancellation, non-payment of premium, non-renewal or any material change in policy coverage. In addition, failure to mail such notice shall impose no obligation or liability of any kind upon the City, its agent or representatives. All certificates must identify the City as the Certificate Holder and additional insured party. The Provider must provide, upon request, certified copies of all insurance policies. If any of the above coverage's expire during the term of this Agreement, the Provider shall deliver renewal certificates and/or policies to the City at least ten days prior to the expiration date.

11. Interpretation.

In the event any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal or official to be contrary to any provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this agreement enforceable, such provision may be modified or severed by such court or administrative tribunal or official having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties to this Agreement, considering the purpose of the entire Agreement as it relates to such provision.

12. Laws and Ordinances.

The Provider shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Swartz Creek, applicable to the performance of this agreement, including, but not limited to, labor laws.

13. Modifications/Changes.

Any modification to this Agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such contractual modifications pursuant to the state law and local ordinances.

14. Non-Assignability.

The Provider shall not assign or transfer any interest in this Agreement without the prior written consent of the City Manager.

15. Non-Disclosure/Confidentiality.

Upon delivery as provided in Paragraph 1 (Change in Scope of Services) hereof, the documents prepared by the Provider shall be the property of the City. The Provider agrees that said documents are confidential information intended for the sole use of the City and that he/she will not disclose any such information, or in any other way make such documents public, without the express written approval of the City Manager or the order of a court of competent jurisdiction or as required by the laws of the State of Michigan.

16. Notices.

Notices to the City shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the City Manager, City of Swartz Creek, 8083 Civic Drive, Swartz Creek Michigan 48473, or to such other address as may be designated in writing by the City Manager from time to time.

Notices to the Provider shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the Provider, Zettel Consulting, 5023 Holland Street, Swartz Creek Michigan 48473, or to such other address as may be designated in writing by the Provider from time to time.

17. Records / Reports.

The Provider shall prepare and submit all such reports as may be required or requested by the City Manager or to the City Manager.

18. Severability.

The invalidation of one or more terms of this Agreement shall not affect the validity of the remaining terms.

19. Standards of Performance.

The Provider agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, and ability of the Provider. The Provider agrees that all of the obligations required by he/she pursuant to this Agreement shall be performed by him, her or it. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the Provider maintaining any required certifications in accordance with the requirements of state or local law, rule or ordinance.

20. Termination.

This Agreement may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective thirty (30) days from the date it is submitted unless otherwise agreed to by the parties hereto. The Provider, upon receiving such notice and prorated payment upon termination of this Agreement shall turn over and give to the City all pertinent records, data and information by the date of termination.

21. Time of Service/Performance.

The Provider's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without unreasonable delay.

22. Whole Agreement Clause.

This written agreement embodies the entire agreement between the parties hereto, and additions, deletion or modification hereto must be in writing and signed by both parties.

The City and the Provider have executed this Agreement as of the date first above written.

/S/

*I, **Adam Zettel, of Zettel Consulting**, do hereby declare that I am a Sole Proprietor performing work and/or services as an independent Contractor for the City of Swartz Creek, and will not employ any person(s) in the work to be performed for the City. As a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers Compensation Act of the State of Michigan. In consideration of being awarded this work, I agree to hold harmless the City for any and all injuries or illness that I may sustain during the course of this work. I hereby agree to notify the City Manager in writing, prior to hiring any person(s), full time or part time, to assist with any work or services performed, and to secure Workers Compensation Insurance prior to any person beginning work or assisting in the performance of any work and that no such work will be subcontracted to any other subcontractor or entity.*
SIGNED: _____ Dated: _____

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

NO: None. Motion Declared Carried.

Appropriation- Street Striping

Resolution No. 120924-07

(Carried)

Motion by Councilmember Porath
Second by Councilmember Hurt

WHEREAS, the City finds the need to re-stripe portions of its street system; and

WHEREAS, the City’s Purchasing Ordinance, Chapter 2, Article VI, Section 2-406 provides for and encourages cooperative government purchasing practices; and

WHEREAS, the Genesee County Road Commission accepts and awards bids for the re-striping of roadways under its jurisdiction within the County; and

WHEREAS, the County Road Commission awarded a contract on October 1, 2011 to M&M Pavement Marking Inc., also DBA as D&D Striping Inc. of Grand Blanc Michigan, a copy of the contract award reviewed by the City Council; and

WHEREAS, the City finds that the costs cannot be matched do to volume of work, if attempts were made to bid on the open market or through private sources.

NOW, THEREFORE, I MOVE the City of Swartz Creek City accept the Genesee County Road Commission’s cooperative purchasing extension and appropriate an amount not to exceed \$5,864 plus 15% contingency, for the striping of streets in accordance with the estimate, as follows:

M & M Pavement Marking

PO Box 530
Grand Blanc, MI 48430

Estimate

Date	Estimate #
9/14/2012	1012

Name / Address
City of Swartz Creek 8085 Civic Drive Swartz Creek, MI 48075-4372

Description	Qty	Rate	Project
			Total
<small>Quantities are estimates only - Each road will be logged when poured and actual poured also will be invoiced - If total quantities are less - actual line will be invoiced and invoice will reflect a lower cost. If quantities are more, actual line will be invoiced and a discount will be given so that the total invoice will not exceed the total price below of \$5,664.00 for budget reasons.</small>			
Solid Yellow	81,000	0.043	3,483.00
Strip Yellow	13,000	4.05	526.50
Strip White	2,500	4.05	101.25
Solid White - Lane Line	1,000	0.041	41.00
Solid White - Edge Line	40,000	0.041	1,640.00
Total			\$5,864.00

expenses to be distributed proportionate to use at the direction of the City's Finance Director.

Discussion Took Place.

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

Shared Services Study, Final Report

Mark Nottley made a brief presentation, going over his final report with the City Council.

Resolution No. 120924-08

(Carried)

Motion by Mayor Pro-Tem Krueger
Second by Councilmember Hurt

I Move the City of Swartz Creek accept the final report prepared by Michigan Consulting Services of Ann Arbor, presented and authored by Principal Mark Nottley, and further, direct the staff to place on file and distribute accordingly.

Discussion Took Place.

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

MEETING OPENED TO THE PUBLIC:

John Gilbert, 7459 Miller Road, asked if the new streetlights on Fortino Drive were set on concrete. Mr. Bueche stated that Consumers Energy installed the lights and he is not sure if there is concrete or not. Mr. Gilbert asked about street striping and walkways for Springbrook. Mr. Bueche stated that those things can possibly be done once the City takes control of the streets in Springbrook. Mr. Gilbert asked about 7425 Miller Road, questioning who put a large rock on the sidewalk when the lawn was mowed.

Tommy Butler, 40 Somerset, asked about a turn around on Seymour Road near the railroad tracks. Mr. Bueche stated that he thinks the railroad trucks caused that. Mr. Butler spoke about visiting another jurisdiction and seeing an employee using spray cans to paint stripes on the road instead of contracting the work out.

REMARKS BY COUNCILMEMBERS:

Councilmember Shumaker stated that he likes the lights on Fortino Drive, that it enhances all of the buildings on Fortino Drive. Mr. Shumaker spoke about how crosswalks are marked in Howell and Fenton and suggested that the City take a look at how they are done.

Mayor Pro-Tem Krueger suggested establishing an economic development commission, possibly with the townships.

Councilmember Porath spoke about the I-69 corridor and asked if that was the same type of thing.

Mayor Pro-Tem Krueger stated that he spoke to the Chamber of Commerce about an economic development commission. Mr. Krueger also stated that the town that he grew up in, in Wisconsin, has something similar so he could advise a commission.

Adjournment

Resolution No. 120924-09

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 8:55 p.m.

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

Richard Abrams, Mayor

Juanita Aguilar, City Clerk

DPS ACTIVITY - SEPTEMBER 2012

	<u>REG</u>	<u>HOL</u>	<u>VAC</u>	<u>ABSENT</u>	<u>OT</u>	<u>DT</u>
101 GENERAL FUND						
262.0 ELECTIONS						
781.0 AMPHI-PARK						
782.0 WINSHALL PARK	7.00	0.17	0.73	0.11		
783.0 ELMS PARK	10.00		0.46	0.19		
784.0 BICENT. PARK						
790.0 SENIOR CENTER/LIBRARY	28.00	1.84	3.73	0.29		
792.0 P S BLDG	21.50	2.06	3.50	0.05		
793.0 CITY HALL	2.62	0.19	0.25	0.01		
794.0 COMM PROMO	16.00	0.88	1.00	0.09	4.00	
796.0 CEMETERY						
202 MAJOR STREET FUND						
429.0 SAFETY						
441.0 PARK & RIDE GARBAGE	4.00	0.11		0.06		
463.0 STREET MAIN	22.00	1.56	1.00	0.16		
474.0 TRAFFIC	4.00			0.05		
478.0 SNOW & ICE						
482.0 ADMIN	4.18	0.22				
203 LOCAL STREET FUND						
429.0 SAFETY	1.00	0.11				
463.0 STREET MAIN	35.00	1.33	1.00	0.29		
474.0 TRAFFIC	6.00	0.44				
478.0 SNOW & ICE						
482.0 ADMIN	4.18	0.22				
226 GARBAGE FUND						
528.0 COLLECT	58.50	3.90	3.23	0.90		
530.0 WOODCHIPPING	36.60	4.15	4.50	0.07		
782.0 WINSHALL PARK GARBAGE	19.00	1.23	2.23	0.16	4.00	5.00
783.0 ELMS PARK GARBAGE	20.00	1.34	2.23	0.16	4.00	5.00
793.0 CITY HALL	2.62	0.19	0.25	0.01		
590 WATER						
540.0 WATER SYSTEM	114.02	6.09	2.73	0.51	2.00	2.00
540.0 WATER-ON CALL						
542.0 READ & BILL	30.50	0.56	2.33	0.66		
793.0 CITY HALL	2.63	0.19	0.25	0.01		
591 SEWER						
536.0 SEWER SYSTEM	76.02	4.25				
536.0 SEWER-ON CALL						
537.0 LIFT STATION	5.00	0.22				
542.0 READ & BILL	30.50	0.56	2.33	0.66		
793.0 CITY HALL	2.63	0.19	0.25	0.01		
661 MOTOR POOL FUND						
795.0 CITY GARAGE	8.00			0.05		
DAILY HOURS TOTAL	571.50	32.00	32.00	4.50	14.00	12.00

September 2012	MILES DRIVEN	GALLONS GAS PURCHASED	GALLONS DIESEL PURCHASED
#1 P/U 4WD			
#3 P/U 4WD	464	50	
07-03 P/U 4WD	226		28
09-03 P/U 4WD	535		42
#2 P/U 2WD	511	42	
#6-00 BACKHOE			
#9 DUMP			
#10 DUMP			
#11 DUMP	12		
#12-02 DUMP			
#12-04 DUMP	32		42
#12-99 GENERATOR			
#9-02 BRUSH HOG			
#17 CASE BACKHOE			
#19 JD TRACTOR			
#06-99 BUCKET TRUCK			
#21 WOOD CHIPPER			
#807 STREET SWEEPER	143		109
#42 ASPHALT HEATER			
#37 TRAIL ARROW			
#10-98 3" PUMP			
#28A 3" PUMP			
3" PUMP			
#30 4" PUMP			
#31 4" PUMP			
#32 4" PUMP			
1" PUMP			
S-10	167	15	
TOTAL	2090	107	221

Public Works
Monthly Work Orders
10/02/12

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
BXRP12-0061	WO10-005197-0000-03	WRIGHT, CHUCK AND DIANE 5197 WORCHESTER DR	09/17/12	CURB BOX REPAIR
BXRP12-0062	SE20-005276-0000-01	COCHRAN, C D 5276 SEYMOUR RD	09/17/12	CURB BOX REPAIR
BXRP12-0063	WI10-005182-0000-01	ALEXANDER, LINDA J 5182 WINSHALL DR	09/24/12	CURB BOX REPAIR
FLAG12-0083 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/10/12 09/12/12	LOWER/RAISE FLAG
FLAG12-0084 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/14/12 09/15/12	LOWER/RAISE FLAG
FLAG12-0085 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/13/12 09/17/12	LOWER/RAISE FLAG
FNRD12-0455 COMPLETED	MP10-007237-0000-02	FED HOME LOAN MORT CORP 7237 MAPLE CREST CIR	09/05/12 09/05/12	FINAL READ
FNRD12-0456 COMPLETED	PA10-007104-0000-01	SOMERS, KENT 7104 PARK RIDGE PKY	09/04/12 09/04/12	FINAL READ
FNRD12-0462 COMPLETED	NO10-009138-0000-02	MAY, CURTIS 9138 NORBURY DR	09/04/12 09/04/12	FINAL READ
FNRD12-0463 COMPLETED	MI10-008067-0000-01	PROUSE, RUTH 8067 MILLER RD	09/06/12 09/07/12	FINAL READ
FNRD12-0464 COMPLETED	DO10-005227-0000-01	NILES, MICHAEL 5227 DON SHENK DR	09/07/12 09/10/12	FINAL READ
FNRD12-0465 CANCELLED	JII10-009214-0000-04	BAC FIELD SERVICES CORP 9214 JILL MARIE LN	09/26/12	FINAL READ
GWO12-0236 CANCELLED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/20/12	GENERIC WORK ORDE
GWO12-0243 COMPLETED	NO10-009176-0000-01	CATON, JERRY L 9176 NORBURY DR	09/14/12 09/14/12	GENERIC WORK ORDE
GWO12-0244	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/27/12	GENERIC WORK ORDE
LIMB12-0010	WI20-005022-0000-05	ALLEN-ANTHONY, NICOLE 5022 WINSTON DR	09/10/12	TREE LIMB DOWN
MNT12-0112 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/10/12 09/11/12	BUILDING MAINTENA
MTRP12-0369 COMPLETED	MO10-005152-B108-01	RIVERSIDE MANOR TOWNHOUSES 5152 MORRISH # B108 RD	09/26/12 09/26/12	METER REPAIR
READ12-0268 COMPLETED	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	09/25/12 09/25/12	READ METER
READ12-0269 CANCELLED	MO10-005152-B108-01	RIVERSIDE MANOR TOWNHOUSES 5152 MORRISH # B108 RD	09/25/12	READ ME TER

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
READ12-0270 COMPLETED	RO10-004304-00G5-01	APPLE CREEK STATION 4304 ROUNDHOUSE # G5 RD	09/25/12 09/26/12	READ METER
READ12-0271 CANCELLED	WI10-005116-0000-03	KELLY, BARBARA 5116 WINSHALL DR	09/25/12	READ METER
TRDN12-0038	SE20-005129-0000-01	ANDERSON, RAYMOND A 5129 SEYMOUR RD	09/10/12	TREE-TAKE DOWN
TRDN12-0039	CH10-009148-0000-01	COLE, DENNIS 9148 CHELMSFORD DR	09/10/12	TREE-TAKE DOWN
TRDN12-0040	CH20-009071-0000-01	JANKOWSKI, MICHAEL 9071 CHESTERFIELD DR	09/10/12	TREE-TAKE DOWN
WMBK12-0025 COMPLETED	EL10-003500-0000-02	MESSINGER, TRACY 3500 ELMS RD	09/11/12 09/11/12	WATER MAIN BREAK
WOFF12-0751 COMPLETED	BR20-006211-0000-01	CRAMER, JACK 6211 BRISTOL RD	09/04/12 09/04/12	WATER TURN OFF
WOFF12-0752 COMPLETED	WI20-005051-0000-05	GENESEE COUNTY LAND BANK 5051 WINSTON DR	09/04/12 09/04/12	WATER TURN OFF
WOFF12-0753 COMPLETED	EL10-003500-0000-02	MESSINGER, TRACY 3500 ELMS RD	09/14/12 09/14/12	WATER TURN OFF
WOFF12-0754 CANCELLED	BR10-005032-0000-01	JOZWIAK, BERNADETTE 5032 BRADY ST	09/13/12 09/13/12	WATER TURN OFF
WOFF12-0755 COMPLETED	DA10-005149-0000-01	CRISSMAN, RUSSELL 5149 DAVAL DR	09/13/12 09/13/12	WATER TURN OFF
WOFF12-0756 COMPLETED	DU10-005275-0000-02	GAGE, SHAWN 5275 DURWOOD DR	09/13/12 09/13/12	WATER TURN OFF
WOFF12-0757 COMPLETED	DU10-005346-0000-01	GRAZIANO, REBECCA 5346 DURWOOD DR	09/13/12 09/13/12	WATER TURN OFF
WOFF12-0758 COMPLETED	EL10-004126-0000-07	FUNSETH, TREVER 4126 ELMS RD	09/13/12 09/13/12	WATER TURN OFF
WOFF12-0759 CANCELLED	MA20-008040-0000-02	RANCOUR, ROBERT 8040 MAPLE ST	09/13/12	WATER TURN OFF
WOFF12-0760 COMPLETED	MI10-008343-0000-01	KRUMMEL, JEFF 8343 MILLER RD	09/13/12 09/13/12	WATER TURN OFF
WOFF12-0761 CANCELLED	MO10-005157-0000-02	MILLER, RICHARD 5157 MORRISH RD	09/13/12	WATER TURN OFF
WOFF12-0762 CANCELLED	MO10-005220-0000-04	B AND T PIZZA 5220 MORRISH RD	09/13/12	WATER TURN OFF
WOFF12-0763	SE20-005311-0000-02	NICHOLS, DAWN 5311 SEYMOUR RD	09/13/12	WATER TURN OFF
WOFF12-0764 CANCELLED	WA10-007459-0000-04	SWARTZ, JOSEPH 7459 WADE ST	09/13/12	WATER TURN OFF
WOFF12-0765 CANCELLED	WI10-005366-0000-01	BROOKMAN, MARY 5366 WINSHALL DR	09/13/12	WATER TURN OFF
WOFF12-0766	WI20-005036-0000-05	LOPEZ, STEPHANIE	09/13/12	WATER TURN OFF

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		5036 WINSTON DR	09/13/12	
WOFF12-0767	CC10-007359-0000-01	FANNIE MAE	09/17/12	WATER TURN OFF
COMPLETED		7359 CROSSCREEK DR	09/17/12	
WOFF12-0768	DO10-005399-0000-02	PIGGOTT, JODY	09/17/12	WATER TURN OFF
COMPLETED		5399 DON SHENK DR	09/17/12	
WOFF12-0769	EL10-003493-0000-02	SPALDING, MICHELLE	09/17/12	WATER TURN OFF
COMPLETED		3493 ELMS RD	09/17/12	
WOFF12-0770	EL10-004056-0000-09	VSETULA, PAULA	09/17/12	WATER TURN OFF
COMPLETED		4056 ELMS RD	09/17/12	
WOFF12-0771	FA10-005093-0000-04	BROWN, DEWELDON	09/17/12	WATER TURN OFF
COMPLETED		5093 FAIRCHILD ST	09/17/12	
WOFF12-0772	GR20-007512-0000-02	GREEN, DIANE	09/17/12	WATER TURN OFF
COMPLETED		7512 GROVE ST	09/17/12	
WOFF12-0773	HE10-005155-0000-01	LESTER, STEVEN	09/17/12	WATER TURN OFF
COMPLETED		5155 HELMSLEY DR	09/17/12	
WOFF12-0774	HI20-004183-0000-01	FICK, DANEEN	09/17/12	WATER TURN OFF
CANCELLED		4183 HICKORY LN		
WOFF12-0775	JE10-004057-0000-02	SWYERS, ELEANOR J	09/17/12	WATER TURN OFF
COMPLETED		4057 JENNIE LN	09/17/12	
WOFF12-0776	JE10-004194-0000-05	THOMPSON, SHANNON	09/17/12	WATER TURN OFF
COMPLETED		4194 JENNIE LN	09/17/12	
WOFF12-0777	MC10-005014-0000-01	BONDARENKO, HERBERT	09/17/12	WATER TURN OFF
COMPLETED		5014 MC LAIN ST	09/17/12	
WOFF12-0778	MI10-008127-0000-01	BAKERY, SWARTZ CREEK	09/17/12	WATER TURN OFF
CANCELLED		8127 MILLER RD		
WOFF12-0779	MI10-008169-0000-03	JAGGAER, MICHAEL	09/17/12	WATER TURN OFF
COMPLETED		8169 MILLER RD	09/17/12	
WOFF12-0780	MI10-008215-0000-01	ADAMS, BETHANY	09/17/12	WATER TURN OFF
COMPLETED		8215 MILLER RD	09/17/12	
WOFF12-0781	MO10-005130-0000-01	BERENS, LORENE	09/17/12	WATER TURN OFF
COMPLETED		5130 MORRISH RD	09/17/12	
WOFF12-0782	NO10-009152-0000-02	BUTLER, BRENT	09/17/12	WATER TURN OFF
COMPLETED		9152 NORBURY DR	09/17/12	
WOFF12-0783	SE20-005276-0000-01	COCHRAN, C D	09/17/12	WATER TURN OFF
CANCELLED		5276 SEYMOUR RD		
WOFF12-0784	ST10-006321-0000-01	PARTLO, PHILIP	09/17/12	WATER TURN OFF
COMPLETED		6321 ST CHARLES PASS	09/17/12	
WOFF12-0785	WA10-007465-0000-02	PLUMB, ANGELA L	09/17/12	WATER TURN OFF
COMPLETED		7465 WADE ST	09/17/12	
WOFF12-0786	WI20-005022-0000-05	ALLEN-ANTHONY, NICOLE	09/17/12	WATER TURN OFF
CANCELLED		5022 WINSTON DR		
WOFF12-0787	WO10-005197-0000-03	WRIGHT, CHUCK AND DIANE	09/17/12	WATER TURN OFF
CANCELLED		5197 WORCHESTER DR		

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WOFF12-0788 COMPLETED	WO10-005235-0000-02	ARMSTRONG, RODNEY 5235 WORCHESTER DR	09/17/12 09/17/12	WATER TURN OFF
WOFF12-0789 COMPLETED	YA10-007115-0000-07	DUNCAN, THOMAS 7115 YARMY DR	09/17/12 09/17/12	WATER TURN OFF
WOFF12-0790 COMPLETED	HA10-005014-0000-04	HUTCHISON, TIMOTHY 5014 HAYES ST	09/17/12 09/17/12	WATER TURN OFF
WOFF12-0791 CANCELLED	ST10-006315-0000-01	CHRISTIE, JASON 6315 ST CHARLES PASS	09/17/12	WATER TURN OFF
WOFF12-0792	FO20-008059-SPRI-00	VETERAN'S MEMORIAL 8059 PAUL FORTINO DR	09/20/12	WATER TURN OFF
WOFF12-0793 CANCELLED	CH20-008493-0000-04	WOODELL, TROY 8493 CHESTERFIELD DR	09/24/12	WATER TURN OFF
WOFF12-0794 CANCELLED	SE20-005325-0000-01	SCHAFFER, ANDRE 5325 SEYMOUR RD	09/24/12	WATER TURN OFF
WOFF12-0795 CANCELLED	WO10-005307-0000-02	SHEROSKI JR, TERRANCE 5307 WORCHESTER DR	09/24/12	WATER TURN OFF
WOFF12-0796 COMPLETED	CA10-008396-0000-04	FLAGSTAR BANK 8396 CAPPY LN	09/25/12 09/28/12	WATER TURN OFF
WREP12-0036	CH10-009096-0000-01	LYONS, DONNA 9096 CHELMSFORD DR	09/06/12	CURB BOX REPAIR
WTON12-0534 COMPLETED	OA10-009194-0000-02	FUTURE HOLDINGS, LLC 9194 OAKVIEW DR	09/06/12 09/06/12	WATER TURN ON
WTON12-0535 COMPLETED	MP10-007237-0000-02	FED HOME LOAN MORT CORP 7237 MAPLE CREST CIR	09/07/12 09/07/12	WATER TURN ON
WTON12-0536 COMPLETED	WI20-005051-0000-05	GENESEEE COUNTY LAND BANK 5051 WINSTON DR	09/10/12 09/11/12	WATER TURN ON
WTON12-0537 COMPLETED	SE20-005371-0000-03	GENESEEE COUNTY LAND BANK 5371 SEYMOUR RD	09/12/12 09/12/12	WATER TURN ON
WTON12-0538 COMPLETED	MI10-008343-0000-01	KRUMMEL, JEFF 8343 MILLER RD	09/13/12 09/13/12	WATER TURN ON
WTON12-0539 COMPLETED	DU10-005346-0000-01	GRAZIANO, REBECCA 5346 DURWOOD DR	09/13/12 09/13/12	WATER TURN ON
WTON12-0540 COMPLETED	DU10-005275-0000-02	GAGE, SHAWN 5275 DURWOOD DR	09/14/12 09/14/12	WATER TURN ON
WTON12-0541 COMPLETED	WI20-005036-0000-05	LOPEZ, STEPHANIE 5036 WINSTON DR	09/14/12 09/14/12	WATER TURN ON
WTON12-0542 COMPLETED	EL10-003500-0000-02	MESSINGER, TRACY 3500 ELMS RD	09/14/12 09/14/12	WATER TURN ON
WTON12-0543 COMPLETED	WO10-005235-0000-02	ARMSTRONG, RODNEY 5235 WORCHESTER DR	09/17/12 09/17/12	WATER TURN ON
WTON12-0544 COMPLETED	DO10-005399-0000-02	PIGGOTT, JODY 5399 DON SHENK DR	09/17/12 09/17/12	WATER TURN ON
WTON12-0545	EL10-003493-0000-02	SPALDING, MICHELLE	09/17/12	WATER TURN ON

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		3493 ELMS RD	09/17/12	
WTON12-0546	ST10-006321-0000-01	PARTLO, PHILIP	09/17/12	WATER TURN ON
COMPLETED		6321 ST CHARLES PASS	09/17/12	
WTON12-0547	MI10-008169-0000-03	JAGGAER, MICHAEL	09/17/12	WATER TURN ON
COMPLETED		8169 MILLER RD	09/17/12	
WTON12-0548	YA10-007115-0000-07	DUNCAN, THOMAS	09/17/12	WATER TURN ON
COMPLETED		7115 YARMY DR	09/17/12	
WTON12-0549	MC10-005014-0000-01	BONDARENKO, HERBERT	09/17/12	WATER TURN ON
COMPLETED		5014 MC LAIN ST	09/17/12	
WTON12-0550	WA10-007465-0000-02	PLUMB, ANGELA L	09/18/12	WATER TURN ON
COMPLETED		7465 WADE ST	09/18/12	
WTON12-0551	JE10-004194-0000-05	THOMPSON, SHANNON	09/19/12	WATER TURN ON
COMPLETED		4194 JENNIE LN	09/19/12	
WTON12-0552	HA10-005014-0000-04	HUTCHISON, TIMOTHY	09/19/12	WATER TURN ON
COMPLETED		5014 HAYES ST	09/19/12	
WTON12-0553	MI10-005354-0000-04	CARLSON, CARL	09/27/12	WATER TURN ON
		5354 MILLER RD		

Total Records: 93

10/02/2012

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 09/01/2012 - 09/30/2012

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
09/06/2012	36563	ACE OUTDOOR SERVICES LLC	MOW 5052 FAIRCHILD	35.00
09/06/2012	36564	ALLIED RENT-ALL	RENTAL 2 ARROWBOARDS/MORRISH RD GUAR	272.00
09/06/2012	36565	BRADYS BUSINESS SYSTEMS	COPY MACH MAINT 8/27-11/27/12	362.66
09/06/2012	36566	DONALD KORTH	RESOLVE EJS SYSTEM ISSUES AT PD	300.00
			RESOLVE POWER OUTAGE ISSUES	75.00
			RESOLVE MAIL SERVER ISSUES	150.00
				525.00
09/06/2012	36567	FAMILY FARM AND HOME INC	KNEE-HI BOOTS	26.99
			T-SHIRTS	31.98
			RETURN T-SHIRTS	(31.98)
				26.99
09/06/2012	36568	GENESEE CTY DRAIN COMMISSIONER	NPDES PHASE II IMPL FEES 7/1-9/30/12	345.09
09/06/2012	36569	GILL ROYS HARDWARE	SOAP	14.27
			SPRAY PAINT	16.48
			PADLOCK FOR MARATHON STATION	4.59
			SOAP	10.96
			65W BULB	18.99
			FOAM WASP & HORNET KILLER	21.16
			PARTS FOR SHUT OFF BOX REPAIRS	18.16
			8 PK STEEL WOOL	2.99
			9-VOLT BATTERIES	8.99
			WASP & HORNET SPRAY	16.58
			KEY CAPS/KEY/LUBRICANT	6.95
			YARD WASTE BAGS	7.99
			SANDPAPER/GRAFFITI REMOVER	10.48
			LIQUID HAND SOAP	15.66
			SPRAY PAINT	4.89
			SPRAY PAINT	4.89
			EASY-OFF CLEANER (2)	11.78
			175W HALIDE BULBS	33.99
			M6 FURNACE FILTERS (2)/LIBRARY	7.38
			WASP & HORNET SPRAY	8.29
			6' FAUCET EXT/FLY RIBBON	19.98
			WASP & HORNET SPRAY (2)/NUTS&WASHERS	62.85
			HEX NUTS	5.29
			HEX NUTS RETURNED	(6.99)
			AUG 2012 DISCOUNT	(28.25)
				298.35
09/06/2012	36570	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND C	300.00
09/06/2012	36571	MID MICHIGAN MANUFACTURING	JETTED MILLER/SCHOOL/SCHOOL LOT/ALLEY	850.00
09/06/2012	36572	PARAGON LABORATORIES INC	WATER SAMPLES	157.50
09/06/2012	36573	PAULA WILLIAMS	UB REFUND 4029 JENNIE	174.31
09/06/2012	36574	ROWE PROFESSIONAL SERVICES CO	3 DRIVE EASEMENTS BETWN KROGER&MARAT	904.00
09/06/2012	36575	ROWE PROFESSIONAL SERVICES CO	DESIGN AND CONST PLANS FOR MORRISH RD I	257.25
09/06/2012	36576	ROWE PROFESSIONAL SERVICES CO	CONST OBSRVTN WTR&SWR MIEJER/FIRE SUP	7,621.52
09/06/2012	36577	ROYALTY SERVICES INC	MOW & TRIM 8/28/12 CITY PROPERTIES	815.00
			MOW & TRIM 9/5/12 CITY PROPERTIES	815.00
				1,630.00
09/06/2012	36578	RWS OF MID MICHIGAN	FY13 GARBAGE/RECYCLING/YARD WASTE	20,554.56
09/06/2012	36579	SCHAEFER'S OFFICE SOURCE	TOWELS AND BATH TISSUE	126.67
09/06/2012	36580	SHERWIN WILLIAMS	HIGHWAY WHITE PAINT	558.77
09/06/2012	36581	SPRINGBROOK EAST CONDO ASSOC	JULY MOW CITY OWNED LOTS SPRNGBRK EAS	104.40

09/10/2012	36582	FIDELITY SECURITY LIFE INSUR/EYEME	JULY 2012 VISION - RETIREES (4)	20.98
			AUG 2012 VISION - RETIREES (4)	20.98
			SEPT 2012 VISION - RETIREES (4)	20.98
				62.94
09/10/2012	36583	VALLEY PETROLEUM	8/6-8/31/12 FUEL USAGE - POLICE	1,111.02
09/10/2012	36584	VALLEY PETROLEUM	8/16-8/31/12 FUEL USAGE - DPW	543.33
09/13/2012	36585	ADAM H ZETTEL	CONSULTING SERVICES	1,153.75
09/13/2012	36586	AMERAPLAN INC	OCT 2012 BILLING FOR HEALTH CARE	254.25
09/13/2012	36587	AMERICAN MESSAGING	9/15-10/14/12 8108332563 8108331159	24.04
09/13/2012	36588	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	77.02
			MATS, SUPPLIES	27.38
				104.40
09/13/2012	36589	BELL EQUIPMENT CO	BROOM SET/STREET SWEEPER	129.50
09/13/2012	36590	CONSUMERS ENERGY	8/1-8/31/12 4524 MORRISH RD	41.42
09/13/2012	36591	CONSUMERS ENERGY	8/4-8/31/12 5121 MORRISH RD	213.90
09/13/2012	36592	CONSUMERS ENERGY	8/3-9/4/12 A 5257 WINSHALL RD	22.20
09/13/2012	36593	CONSUMERS ENERGY	8/3-9/4/12 A 5361 WINSHALL DR	22.20
09/13/2012	36594	CONSUMERS ENERGY	8/3-9/4/12 A WINSHALL RESTROOMS	26.72
09/13/2012	36595	CONSUMERS ENERGY	8/4-8/31/12 A 8011 MILLER RD	22.20
09/13/2012	36596	CONSUMERS ENERGY	8/3-8/31/12 A 8059 FORTINO DR	35.71
09/13/2012	36597	CONSUMERS ENERGY	8/3-8/31/12 E 8083 CIVIC DR	1,008.63
09/13/2012	36598	CONSUMERS ENERGY	8/3-8/31/12 A 8095 CIVIC DR	1,265.60
09/13/2012	36599	CONSUMERS ENERGY	8/3-8/31/12 A 8100 CIVIC DR	1,072.83
09/13/2012	36600	CONSUMERS ENERGY	8/4-8/31/12 A 8301 CAPPY LN	229.38
09/13/2012	36601	CONSUMERS ENERGY	8/4-8/31/12 E 8499 MILLER RD	24.08
09/13/2012	36602	CONSUMERS ENERGY	8/3-8/31/12 A 9099 MILLER RD	35.29
09/13/2012	36603	CONSUMERS ENERGY	8/1-8/31/12 ELMS PARKING LOT	28.43
09/13/2012	36604	CONSUMERS ENERGY	8/1-8/31/12 STREET LIGHTS	9,574.22
09/13/2012	36605	CONSUMERS ENERGY	8/1-8/31/12 SIRENS	26.07
09/13/2012	36606	CONSUMERS ENERGY	8/1-8/31/12 TRAFFIC LIGHTS	375.04
09/13/2012	36607	CONSUMERS ENERGY	8/7-9/5/12 A 6425 MILLER PARK & RIDE	64.77
09/13/2012	36608	CONSUMERS ENERGY	8/7-9/5/12 E 4125 ELMS RD	26.98
09/13/2012	36609	CONSUMERS ENERGY	8/7-9/5/12 A 4125 ELMS RD PAVILION	25.07
09/13/2012	36610	CORELOGIC INC	REFUND OVRPMT 58-03-531-167 SUM 2012	2,344.75
09/13/2012	36611	DANIEL RAUDOUX	MODIFY K-9 CAGE FROM FORD TO FIT 09-226	600.00
09/13/2012	36612	DONALD KORTH	ADVANCE TO ORDER SCSI DRIVES 8	250.00
09/13/2012	36613	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
09/13/2012	36614	MCLAREN MEDICAL MANAGEMENT INC	HEP B INJ SANFORD	53.00
09/13/2012	36615	MY-CAN LLC	PORTA JON RENTALS & CLEAN ELMS/WINSHAL	330.00
09/13/2012	36616	RICHARD ABRAMS	SMALL CITIES MTG DINNER/MILEAGE	37.57
09/13/2012	36617	SCHAEFER'S OFFICE SOURCE	TRASH BAGS	53.50
			FOLDERS/PAPER/POST ITS/STAPLES	62.86
				116.36
09/13/2012	36618	SIMEN FIGURA & PARKER PLC	AUG 2012 GEN'L/TRAFFIC/ORDIN	2,301.50
09/13/2012	36619	SPRINGBROOK EAST CONDO ASSOC	AUG MOW CITY OWNED LOTS SPRINGBROOK E	104.40
09/13/2012	36620	SWARTZ CREEK AREA FIRE DEPT.	AUGUST 2012 MONTHLY RUNS	2,388.60
09/13/2012	36621	WOODS COLLISION	INTERIOR DETAIL/CLEAN UP 05-275	80.00
09/20/2012	36622	ADS PLUS PRINTING LLC	WINDOW ENV (3000)/PURCH REQ (1000)	433.08
09/20/2012	36623	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	90.46
			MATS, SUPPLIES	27.38
				117.84
09/20/2012	36624	BLUE CARE NETWORK-EAST MI	OCT 2012 RETIREE MED INS KELLY	460.05
			OCT 2012 RETIREE MED INS PETRUCHA	1,068.11
			OCT 2012 RETIREE MED INS TYLER	460.05
			OCT 2012 RETIREE MED INS SHANNON	460.05
			OCT 2012 CLAIM TAX ASSESSMENT	148.76
				2,597.02

09/20/2012	36625	BLUMERICH COMMUNICATIONS	REPAIR RADIO 721CEY9821 REPAIR RADIO 500CEY4459	60.00 61.86
				121.86
09/20/2012	36626	BORDINE'S	PEAR CHANTICLEER TREES (10)/DON SHENK	1,000.00
09/20/2012	36627	CITY OF SWARTZ CREEK	REIMB PETTY CASH	61.05
09/20/2012	36628	CREEK AUTO SERVICES LLC	09-401 STRUT, TIE ROD END 10-161 REPLACE BATTERY 07-375 LOF MONTHLY, WIPERS 10-161 LOF MONTHLY 05-168 LOF MONTHLY	271.61 192.02 53.95 29.95 29.95
				577.48
09/20/2012	36629	DAVID KUNZ AND RICHARD HOLLAND	MTT SETTLEMENT 58-35-576-039 DKT 390148 MTT SETTLEMENT INT 58-35-576-039 390148	649.54 1.59
				651.13
09/20/2012	36630	DAVID KUNZ AND RICHARD HOLLAND	MTT SETTLEMENT 58-35-576-040 DKT 390148 MTT SETTLEMENT INT 58-35-576-040 390148	1,040.19 2.54
				1,042.73
09/20/2012	36631	DELTA DENTAL PLAN	NOV 2012 DENTAL - RETIREE (4)/EST TAX STORMS ADJUSTMENT	288.98 (155.49)
				133.49
09/20/2012	36632	DONALD KORTH	REPROGRAM PHONE SYSTEM PD & FIRE DEPT PATCHED AND DEFRAGGED SERVER/WRKSTN	75.00 300.00
				375.00
09/20/2012	36633	ELITE BUSINESS PRODUCTS	OFFICE SUPPLIES OFFICE SUPPLIES	51.50 50.15
				101.65
09/20/2012	36634	GEN CTY ROAD COMMISSION	STREET SIGNS	377.76
09/20/2012	36635	GEN CTY ROAD COMMISSION	AUG 2012 S-MTCE & OPERATIONS	2,560.42
09/20/2012	36636	GENESEE CTY DRAIN COMMISSIONER	7/30-8/29/12 COMM/READY TO SERVE	85,148.95
09/20/2012	36637	LETAVIS ENTERPRISES INC.	(40) VEH. WASHES @ 6.75 EA	270.00
09/20/2012	36638	MID STATES BOLT AND SCREW CO	WASHERS & NUTS	39.78
09/20/2012	36639	MLIVE MEDIA GROUP	VEHICLE AUCTION 2002 DODGE	20.22
09/20/2012	36640	NEXTEL COMMUNICATIONS	AUGUST 2012 MONTHLY BILL	533.11
09/20/2012	36641	PLANTE & MORAN PLLC	FY2012 AUDIT SERVICES	10,000.00
09/20/2012	36642	ROYALTY SERVICES INC	MOW & TRIM 9/11/12 CITY PROPERTIES	815.00
09/20/2012	36643	SIG SAUER INC.	HAND GUN GRIP HANDLE SCREWS (18)	21.45
09/20/2012	36644	STATE OF MICHIGAN-DEQ WTR	5/1-9/6/12 DRINKING WATER LAB TESTING	642.00
09/20/2012	36645	SUBURBAN AUTO SUPPLY	FUSE FOR 09-226 MASKING TAPE/AUTOMOTIVE ADHESIVE	4.99 8.38
				13.37
09/20/2012	36646	UNUM LIFE INSURANCE	OCT 2012 LIFE INS SHANNON/SNELL	15.74
09/20/2012	36647	VALLEY PETROLEUM	9/1-9/15/12 FUEL USAGE - POLICE	993.38
09/20/2012	36648	VALLEY PETROLEUM	9/1-9/15/12 FUEL USAGE - DPW	551.46
09/20/2012	36649	VILLAGE CLEANERS	AUG 2012 UNIFORM CLEANING	160.25
09/27/2012	36650	A+ SUPPLY CO INC	LIGHTS AT PUBLIC SAFETY BLDG	189.71
09/27/2012	36651	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	77.02

			MATS, SUPPLIES	27.38
				104.40
09/27/2012	36652	COMCAST BUSINESS	9/26-10/25/12 CITY HALL	275.80
09/27/2012	36653	DENNIS MITCHELL	CHIPPING 9/19/12	1,040.00
			TREE TRIM (1)/REMOVAL (6)/7/12 & 8/12/12	1,562.50
			TREE REMOVAL (7) 9/12/12	1,800.00
				4,402.50
09/27/2012	36654	DONALD KORTH	UPS QUOTE/ADJ ADVANCE #36612	38.52
			CORRECT PMT INVOICE #2012-0023	225.00
			RESOLVE ISSUE PD VOICE MAIL & FAX	225.00
				488.52
09/27/2012	36655	GENESEE CTY DRAIN COMMISSIONER	7151 PARKRIDGE PKWY WATER TAP FEE DSCR	1,000.00
09/27/2012	36656	GREGORY R CRUTHERS	PRTL PAYMENT ON NEW CITY WEBSITE	1,000.00
09/27/2012	36657	LANDMARK APPRAISAL CO	ASSESSOR SERVICES NOV 1, 2011-OCT 31, 20	2,233.33
09/27/2012	36658	MICHIGAN PIPE AND VALVE	3/4 MTR VLVECLAMP (8)/JRSY GLOVES (12)	436.56
09/27/2012	36659	PROGRESSIVE AE	TRAFFIC REVIEW MILLER/ELMS SE	398.75
			ENGINEERING SERVICES FOR SIGNAL WORK M	3,903.70
				4,302.45
09/27/2012	36660	SCHAEFER'S OFFICE SOURCE	GARBAGE BAGS/PAPER TOWELS	80.23
09/27/2012	36661	U. S. POST OFFICE	POSTAGE FOR OCT 12 WATER/SEWER BILLS	667.24
09/28/2012	36662	JUANITA AGUILAR	ATTEND HEALTHCARE REFORM SEMINAR	142.08

GEN TOTALS:

Total of 100 Disbursements: 185,937.26

AGREEMENT

This Agreement is between the City of Swartz Creek, a Michigan municipal corporation of 8083 Civic Drive, Swartz Creek, Michigan 48473 ("the City") and HCP, LLC, a Michigan limited liability company of 12568 Lansing Highway, Durand, Michigan 48429 ("HCP").

Recitals

WHEREAS, the City owns a parcel of property commonly known as 7026 Miller Road, Swartz Creek, Michigan 48473, and described more specifically in Exhibit 1 that is attached hereto ("the Property");

WHEREAS, HCP has entered into a Purchase and Development Agreement with the City concerning the Property and wishes to begin work on the Property in anticipation of the parties closing on the Purchase and Development Agreement;

WHEREAS, the City and HCP presently intend to close on the Purchase and Development Agreement but acknowledge that questions concerning the City's clear title prevent them from closing before HCP's work can begin;

WHEREAS, notwithstanding the unsettled nature of the Purchase and Development Agreement, the City is willing to permit HCP to begin work on the Property according to the terms and conditions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Upon receipt of all necessary permits by City, state or federal governmental regulatory bodies, HCP and its contractor may enter onto the Property to demolish the structure located thereon, lawfully dispose of the remnants of that structure and excavate to a finish grade;
2. HCP acknowledges that asbestos or other hazardous materials might exist on the Property or in the structure located thereon, and represents that it will adhere to all local, state or federal regulations concerning the handling, transport and disposal of all such materials. HCP, for itself and its agents, directors, employees, insurers and assigns, also agrees to indemnify and hold harmless the City (including its agents, employees, public officials and assigns) from all claims, demands, suits or causes of action that relate to or arise from (1) its handling, transport and disposal of any such hazardous substances located on the Property;
3. If the parties do not close on the Purchase and Development Agreement for any reason, the City shall pay HCP liquidated damages in an amount equal to the actual costs it incurred pursuant to this Agreement, not to

exceed Twenty Five Thousand dollars (\$25,000.00). The City represents that it has filed a quiet title action in Genesee County Circuit Court in the State of Michigan relating to the title to the property. The City shall indemnify and hold harmless HCP from any claim for loss of property value made by third parties who have or may have an interest in the property;

4. The person signing this Agreement on behalf of HCP has full authority to execute this Agreement and to bind HCP and its agents, employees and successors.
5. This agreement shall be governed by, interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Michigan.
6. If any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this agreement which shall remain in full force and effect and enforceable in accordance with its terms.
7. When in conflict with terms and conditions set forth in the Purchase & Development Agreement with HCP dated June 30, 2012, this agreement supersedes and replaces same, but otherwise the terms and conditions of said Purchase & Development Agreement shall remain in full force and effective.
8. The City and HCP acknowledge that HCP is an independent contractor, is not subject to or covered by the personnel policies and procedures of the City, and is not entitled to any of the employee benefits described or provided therein.
9. HCP agrees that all work and subsequent demolition on the property will be performed by qualified contractors and sub-contractors that are insured and licensed to do business in the State of Michigan.
10. HCP shall be required to secure automobile, casualty and worker's compensation insurance coverage, and shall name the City as an additional insured on all such policies of insurance, which policies shall provide for public liability coverage of not less than \$100,000.00, and include at least \$25,000.00 in coverage for property damage.

CITY OF SWARTZ CREEK

HCP, LLC

Richard Abrams, Mayor

Its:

Juanita Aguilar, Clerk

Witness

Witness

Approved as to form:

Michael J. Gildner, City Attorney



Adam Zettel

Zoning Administrator

azettel@cityofswartzcreek.org

Date: April 28, 2012

Attention: Mr. Bueche
Subject: LCC Permit; 8013 Miller Road

Dear Mr. Bueche:

At your request, I have reviewed the application for a new Class C liquor license that was made by Mr. Montini for 8013 Miller Road. The request is for "Sunday Sales Permit (PM), new Sunday Sales Permit (AM), new Dance-Entertainment Permit and new Outdoor-Service Area" to be located at 8013 Miller Road. The request ID number is 653652.

While there are not any pronounced issues with this request for properties in the Central Business District per se, my findings indicate that permitting this request at this location would be extremely problematic and contrary to current zoning approvals. In short, the request would be adding and/or changing the primary use onsite to one that is more intense and is not currently permitted as-of-right.

Specifically, the city does not have any records indicated that this location has approval to perform outdoor services. This use has not been observed at this location for at least ten years, if ever, and such use is a special land use under the existing zoning ordinance. Outdoor sales and service are not permitted at this time.

Furthermore, the current primary use onsite is 'restaurant.' The effect of approving liquor sales onsite would effectively intensify the use to 'restaurant with liquor sales.' The Dance-Entertainment Permit could further result in a classification as a 'nightclub with liquor sales' depending on sales volume. The intensification of the primary use at this site has practical and policy implications on the need for parking. The schedule is as follows:

- Current restaurant: 14 spaces per 1000 sq ft or .5 spaces per seat. (~2125 sq. ft.)
- A restaurant with liquor sales is 20 spaces per 1000 sq ft
- A nightclub with liquor sales is 25 spaces per 1000 sq ft

April 28, 2012
LCC Application for 8013 Miller Road

As you can see, the resulting use could generate a demand for 78% more parking spaces. Because this site provides zero (0) onsite parking spaces, the pursuit of this change of use via the zoning ordinance would be extremely problematic.

Given the current circumstances and existing approvals, I recommend the city council deny the application at this time. Please do not hesitate to contact me on this matter. If you or the petitioner wishes to discuss the specifics of zoning approvals as they relate to this case, let me know.

Sincerely,



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



RECEIVED
APR 02 2012

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN LIQUOR CONTROL COMMISSION
ANDREW J. DELONEY
CHAIRMAN

STEVEN H. HILFINGER
DIRECTOR

LOCAL APPROVAL NOTICE
(Authorized by MCL 436.1501(2) and MAC 1105(2)(d))

March 28, 2012

Swartz Creek City
Attn: Clerk
8083 Civic Dr.
Swartz Creek, MI 48473

Request ID #653652

Applicant: Pietro Montini is requesting a new Class C license and new SDM license with new Sunday Sales Permit(PM), new Sunday Sales Permit(AM), new Dance-Entertainment Permit and new Outdoor-Service Area to be located at 8013 Miller, Swartz Creek, MI 48473 in Swartz Creek City, Genesee County.

Local Legislative approval is required for new and transferring On-Premises licenses by MCL 436.1501 of the Michigan Liquor Control Code of 1998. Local approval is also required for Dance, Entertainment, Dance-Entertainment or Topless Activity permits by authority of MCL 436.1916.

For your convenience a resolution form is enclosed that includes a description of the licensing transaction requiring approval. The clerk should complete the resolution certifying that your decision of approval or disapproval of the application was made at an official meeting. **Please return the completed resolution to the Liquor Control Commission as soon as possible.**

**PLEASE COMPLETE ENCLOSED RESOLUTION AND RETURN
TO THE LIQUOR CONTROL COMMISSION AT ABOVE ADDRESS**

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LIQUOR CONTROL COMMISSION

RESOLUTION

At a _____ meeting of the _____
(Regular or Special) (Township Board, City or Village Council)

called to order by _____ on _____ at _____ P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request from:

Pietro Montini is requesting a new Class C license and new SDM license with new Sunday Sales Permit(PM), new Sunday Sales Permit(AM), new Dance-Entertainment Permit and new Outdoor-Service Area to be located at 8013 Miller, Swartz Creek, MI 48473 in Swartz Creek City, Genesee County.

be considered for _____ **"above all others"**
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

It is the consensus of this legislative body that the application be:

_____ for issuance
(Recommended or not Recommended)

State of Michigan _____)

County of _____)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
(Township Board, City or Village Council) (Regular or Special)

meeting held on _____
(Date)

SEAL

(Signed) _____
(Township, City or Village Clerk)

(Mailing address of Township, City or Village)

The Law Offices of Mark J. Newman, PLLC

2351 Stonebridge Dr. – Bldg. G

Flint, Michigan 48532

www.attymnewman.com



September 20, 2012

Michigan Dept. of Licensing & Regulatory Affairs
Liquor Control Commission
Attn: Sharon Martin
7150 Harris Drive
P.O. Box 30005
Lansing, MI 48909-7505

RE: Application for New License and Permit
Applicant: Pietro Montini
Request I.D.: 653652

Dear Ms. Martin,

As your records should reflect, in the above referenced file, this firm represents Pietro Montini, d/b/a Dave's Pizza. We are assisting Mr. Montini and his business in their application for various liquor licenses in their location in the City of Swartz Creek, County of Genesee, Michigan. Included in our client's initial application, was a request for an entertainment permit. After reviewing this issue further, and discussing it with representatives of the City of Swartz Creek, our client has decided to withdrawal this portion of his application. Therefore, we would ask that you accept this letter as our request to remove that portion of the application; however, if you require additional documentation or information, we would ask that you contact us, immediately, by telephone, so we may address any such request.

Thank you in advance for your anticipated cooperation, and your assistance in this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mark J. Newman".

Mark J. Newman

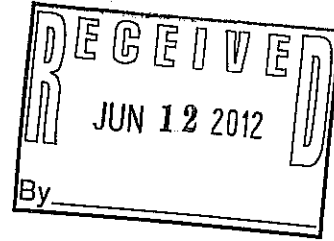
CC: Client;
Paul Bueche, City of Swartz Creek Supervisor

The Law Offices of Mark J. Newman, PLLC

2351 Stonebridge Dr. – Bldg. G
Flint, Michigan 48532
www.attymnewman.com

June 12, 2012

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



RE: LCC Permit – 8013 Miller Road – Dave’s Pizza

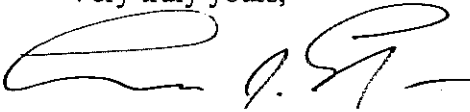
Dear Mr. Bueche,

As I believe you are aware, I am legal counsel to Pete Montini, the owner and operator of Dave’s Pizza. Previously, we had submitted a request to the City Clerk to have the approval of my client’s application for a liquor license, placed on the agenda. When inquiring as to the status of that application, we were advised by the City Attorney, Michael Gildner, that a review and opinion letter of the Zoning Administrator, Adam Zettel, had recommended denial of the request. In light of the fact that we had not seen this letter, dated April 28, 2012, and thus not given an opportunity to respond to Mr. Zettel’s concerns, Mr. Gildner felt it was prudent to remove the application request from the June 11th agenda. Obviously, I was in agreement with that determination, as it will give my client and I an opportunity to respond to Mr. Zettel’s concerns.

In light of the foregoing, and as I am now in receipt of Mr. Zettel’s opinion letter, dated April 28, 2012, I will be meeting with Mr. Montini to prepare a response, and to provide supplemental information to the City of Swartz Creek. When submitting that information, I will provide a copy to your office, the Clerk’s Office, and Mr. Zettel as well. Additionally, all correspondence that I have, with any member of your staff, or any elected official, will be copied to Attorney Michael Gildner, per our agreement.

Thank you for your attention to this matter, your assistance in processing Mr. Montini's application, and I look forward to working with the City of Swartz Creek towards an approval of his application for a liquor license.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Mark J. Newman', with a large, stylized initial 'M' and 'N'.

Mark J. Newman

CC: Client
Atty. Michael Gildner



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL.432.103(9))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____.
APPROVAL/DISAPPROVAL

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-123 (R10/06)

We have received documentation to qualify your organization as a Local Civic organization to conduct licensed gaming events as allowed by Act 382 of the Public Acts of 1972, as amended.

To complete the qualification process, please submit the following information:

1. A copy of the organization's current bylaws or constitution signed and dated by your principal officer.
2. A provision in your bylaws, constitution, or Articles of Incorporation that states should the organization dissolve, all assets, and real and personal property will revert:
 - A. If exempt under 501(c)3, to another 501(c)3 organization.
 - B. If not exempt under 501(c)3, to the local government.
3. A copy of a resolution passed by the local government stating the organization is a recognized nonprofit organization in the community; a sample is enclosed.
4. A receipt and expenditure statement for the last two years, i.e., 990's, treasurer's report, audit. Explain all expenditures made to individuals. Please do not send check registers or cancelled checks.
5. A written statement defining your membership criteria, if any. The charitable gaming rules require the licensed gaming event chairperson(s) be a bona fide member for 6 months. If you do not have general membership criteria, your chairperson(s) must be members of your board of directors.
6. A complete filed copy of the Articles of Incorporation.

Please enclose a copy of this letter with the requested information and mail or fax to 517/267-2285. Be sure to include your organization ID number 131955 on all correspondence submitted to our office.



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL 432.103(9))

At a REGULAR meeting of the SWARTZ CREEK CITY COUNCIL
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by MAYOR RICHARD ABRAMS on OCTOBER 8, 2012
DATE

at 7:00 a.m. (p.m.) the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from SWARTZ CREEK AREA CHAMBER OF COMMERCE of SWARTZ CREEK
NAME OF ORGANIZATION CITY

county of GENESEE, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for APPROVAL
APPROVAL/DISAPPROVAL

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and
 adopted by the SWARTZ CREEK CITY COUNCIL at a REGULAR
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on MONDAY OCTOBER 8, 2012
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(4/10/06)

October 2, 2012

NAME
ADDRESS
CITY,ST,ZIP

RE: Sanitary Sewer Repairs

Dear Resident:

The City of Swartz Creek will be making repairs to the Sanitary Sewer System in the Right of Way behind your home. All fencing and buildings located in the easement will be removed and reinstalled at the end of the project. We hope to begin this project the week of October 15th and it is estimated that it will take at least four weeks to complete.

We are requesting that you attend the meeting to be held on October 10, 2012, at 7:00 p.m. at the City Hall office. The City Engineer Lou Fluery of Rowe Engineering, Contractor Joe Raica of Joe Raica Excavating of Fowlerville Michigan and Tom Svrcek, Director of Public Works will be giving a brief outline of the project. They will also be available to answer any questions you may have.

You are strongly encouraged to attend this meeting. If you can not attend this meeting please call the office at 810 635-4464 as we would like to have a contact number where you can be reached between 8:00 a.m. and 5:00 p.m. in case of an emergency.

Sincerely,

Thomas Svrcek,
Director of Public Works

Proposal for Internet Services, Presented to...
City of Swartz Creek, Genesee County MI
September 26, 2012
Quoted by: Tricia Hoeffs



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Contents

Please return all pages, retaining a copy for your records.

Cost Summary.....	3
Option; Frequency; Data Selection.....	4
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Contact Information.....	6



Cost Summary

Internet Services provides a convenient way to display your BS&A databases on the web, giving taxpayers and business professionals a way to access your data at any time.

Included with Internet Services is an online directory of customers who host data online using our software. The intent of this directory is to provide interested parties with an accessible list of online data. Directory membership is included free with the use of Internet Services, and is accessed by going to <http://directory.is.bsasoftware.com>.

Pay-Per-Hit Option

With this option, your municipality uses Internet Services **free of charge - you pay us nothing**. Rather, BS&A will charge users a small per-hit convenience fee - a credit card is required to view the **daily updated** or **real-time** BS&A data (taxpayers may look up their own property data for free). BS&A sets up your system and configures the website.

Municipality's Annual Service Fee

Free

Data updated daily or real-time

End Users' Cost

Property lookups, to include:	\$2/record
Assessing data	
Tax data	
Special Assessment data	
Delinquent Personal Property data	
P.R.E. Audit data	
Comparable Sales Search (Assessing records)	\$2/record
<i>Allows searches for comparable sale data based on query and Neighborhood filters</i>	
Building Department lookups	\$2/record
Cemetery Management lookups	\$2/record
Utility Billing lookups	\$1/record
Miscellaneous Receivables lookups	\$1/record
Animal License lookups	\$1/record

Subscription Option

With this option, your municipality pays an Annual Service Fee that covers basic service, including general lookup of your BS&A data. Users of the website pay nothing to view the available data. **Try it FREE for 3 months**. BS&A sets up your system and configures the website.

Prices based on an approximate parcel count of 2,714. Due to continuous changes and improvements in technology, BS&A Software reserves the right to increase the Annual Service Fee yearly, based on the CPI.

	Update Frequency Options	
	Real-time/Daily	Monthly
Municipality's Annual Service Fee	\$3,000	\$2,000
(Optional; annual fee) Assessing Comparable Sales Search	\$1,500	\$1,000
<i>Allows searches for comparable sale data based on query and Neighborhood filters</i>		

Questions? Please call Tricia Hoeffs at (855) 272-7638 or email thoeffs@bsasoftware.com

Page 3 of 7

Prices good for a period of 90 days from date on quote

Option; Frequency; Data Selection

STEP 1: Select Your Option

Pay-Per-Hit (includes Assessing Comparable Sales)

OR

Subscription

(optional) Assessing Comparable Sales

STEP 2: Select Your Update Frequency

Real-time

Daily

Monthly

Internet connection requirements: Internet Services requires a high-speed internet connection (cable modem or DSL) to provide **real-time** or **daily** update frequencies.

Real-time requirements: BS&A requires that all real-time hosted sites have either an on-staff IT person, or grant BS&A a remote terminal services ability to the machine on which the real-time service is installed. This is necessary to ensure service availability and quality.

STEP 3: Select the Data to Display

Animal License

Assessing

Assessing Comparable Sales

Building Department

Cemetery Management

Delinquent Personal Property

Miscellaneous Receivables

P.R.E. Audit

Special Assessment

Tax

Utility Billing

STEP 4: (Subscription Option Only) Select Whether or Not to Try It Free for 3 Months

Yes

No

Acceptance

Signature constitutes...	
1. An order for products and services as quoted	
2. Agreement with the proposed Annual Service Fee (Subscription option)	
Signature	Date

Returning Accepted Proposal to BS&A

Please return the entire proposal, with signature/date (this page) and contact information (next page) filled out, by any of these methods:

Mail: BS&A Software
14965 Abbey Lane
Bath, MI 48808

Fax: (517) 641-8960

Email: thoeffs@bsasoftware.com



Once your proposal is received, a BS&A representative will contact you to begin the setup process.

Contact Information

If any mailing addresses are PO Boxes, please also provide a Street Address for UPS/Overnight mail.

If additional contacts need to be submitted, please make a copy of this page.

Support Contact

Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____

IT Contact

Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____