

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday August 12, 2013 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 July 22, 2013 MOTION Pg. 8, 19-24
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 8
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 8, 2-7
 - 6B. Monthly [Police, DPW & Check Ledger](#) Pg. 25, 33, 39
 - 6C. Planning Comm Packet, Aardvark Mini-Storage (Agenda Item) Pg. 44-58
 - 6D. Development Agreement, Taco Bell Restaurant (Agenda Item) Pg. 59-71
 - 6E. Pavement Striping Bids (Agenda Item) Pg. 72-75
 - 6F. Fairchild Street Repairs, C&H Construction (Agenda Item) Pg. 76
 - 6G. 2012-2013 FY Audit, Plante Moran Engagement Letter (Agenda Item) Pg. 77-83
 - 6H. Phase IV Sewer Re-Hab, Liqui-Force Final Invoices (Agenda Item) Pg. 84-88
 - 6I. Park Fee Waiver, Hope Lutheran (Agenda Item) Pg. 89
 - 6J. Fire Services Agreement, Clayton Township (Agenda Item) Pg. 90-107
 - 6K. Miller-Elms PDD Debt, Basil & Hiam Andoni (Agenda Item) Pg. 108-131
 - 6L. Morrish Road Bridge Project (Agenda Item) Pg. 132-138
 - 6M. Long-Term Finances, Solutions (Agenda Item) CD.
 - 6N. Sample Ballot Question Language (Agenda Item) Pg. 139
 - 6O. Cross Connection Control Program, Report Pg. 140-144
 - 6P. 911 Consortium, EMS Dispatch Pg. 145-147
 - 6Q. Class "C" MI-LCC License Withdrawal Pg. 148-150
 - 6R. Meijer Morrish Paving Project, Final Reconciliation Pg. 151-157
 - 6S. Letter Gaines, Police Services Pg. 158
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Final Site Plan Approval, Aardvark Addition RESO. Pg. 9, 44-58
 - 8B. Development Agreement, Taco Bell of America RESO. Pg. 9, 59-71
 - 8C. Appropriation, Street Striping RESO. Pg. 9, 72-75
 - 8D. Fairchild Street Repairs, Post Work Approval RESO. Pg. 10, 76
 - 8E. Appropriation, 2012-2013 FY Audit, Plante-Moran RESO. Pg. 12, 77-83
 - 8F. Appropriation, Phase IV Sewer Re-Hab Cost Over-Run RESO. Pg. 12, 84-88
 - 8G. Park Fee Waiver, Hope Lutheran RESO. Pg. 14, 89
 - 8H. Fire Services Agreement, Clayton Township RESO. Pg. 15, 90-107
 - 8I. City of Swartz Creek v. Basil & Hiam Andoni RESO. Pg. 15, 108-131
 - 8J. Morrish Road Bridge Project DISC. Pg. 132-138
 - 8K. Long-Term Finance Solutions RESO. Pg. 18, CD
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

City of Swartz Creek
CITY MANAGER'S REPORT
Regular Council Meeting of Monday August 12, 2013 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 9-August-2013

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

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

☐ **MORRISH ROAD BRIDGE PROJECT** (*Discussion*)

Work continues on the Morrish Road Bridge Project. Cost estimates, using the lowest bid return, are as follows:

Morrish Road Bridge Deck Project (Summer, 2013)

Constr Total	Constr City Match	P.E.	C.E.	Total City Match	Project Total
\$425,453	\$36,957*	\$29,589	\$70,931	\$137,477	\$525,973

*Includes Enhancements & Walk-Way / Does Not Include Lighting (4)

In tonight's packet is a letter accompanied by photographs from the City's Engineer to the contractor regarding deficiencies in the rail construction. The letter and pictures tell the story. I've set this for a brief discussion / update to further explain the problem and solution and answer any questions the Council may have.

✓ **2013-2014 FY BUDGET, LONG-TERM PUBLIC SAFETY FUNDING** (*Resolution*)

Regarding our structural debt issues and potential solutions we've been discussing, I have a final report included with tonight's packet. I have also taken the liberty to include a sample ballot question drafted by Mr. Gildner. IF we decide to seek a ballot question, and IF we want it on the November election cycle, the language must be submitted to the County by August 26th. It's my suggestion that we toss this around a bit tonight to allow everyone to weigh in, then we set a special meeting in about a week to make a final decision. I have a resolution to set a special meeting included with tonight's agenda, in case we decide to go this direction.

✓ **WATER – SEWER ISSUES PENDING** (*See Individual Category*)

☐ **REHABILITATION PROGRAM** (*Status*)

Pending creation of a new plan for continuation of the Rehabilitation Program.

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

As the Council is aware, some of the elected positions have changed in Gaines Township. I'm going to let this sit a bit longer to allow the new board to acclimate before addressing it. The County WWS has it on their radar and may push in the near future to reach a resolve.

☐ **KWA** (*Status*)

Pending

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

Pending.

- ✓ **CITY PROPERTY, 4438 MORRISH ROAD** (*Status*)
Tom is seeking quotes right now to demolish the house. We've been using the garage and pole barn for storage. Back fill for the basement might add a chunk of change to the demo work, but before we can proceed to a demo bid, we need to know the approximate costs. Tom advises he would like to have the house down by the time the winter weather sets in. I'll keep the Council informed.
- ✓ **LABOR CONTRACTS, SHARED SERVICES, 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 the City Manager contract. Mundy Township has officially offered its commitments to perform building services for the City and Flint Township. We continue to look into the building services consolidation.
- ✓ **FIRE DEPARTMENT: CONTRACT, COST RECOVERY & APPARATUS** (*Resolution*)
Included with tonight's packet is a draft agreement I've reached with the Township. Clayton approved this agreement at their meeting of August 8th. The proposed draft is the 2009 (expired) agreement with very few changes. The primary one is the term "Authority" which has been replaced with "Board". The C.I.P. section, which was the major sticking point, is unchanged. The only question I was unable to get answered was the term. There was some talk about a three year contract, which I advised the team we were not opposed to. As of the writing of this report, I was unable to confirm with the Township what they actually decided on at their meeting of Aug 8th. At any rate, I've included the 2009 expired agreement for comparison. I recommend we approve. The apparatus question is still out there. Now that it appears we are past the agreement issue, perhaps we can work to solve the vehicle issue.
- ✓ **SPRINGBROOK EAST & HERITAGE S.A.D. – VACANT LOTS** (*Status*)
A couple of items remain; accept the streets into our Act #51 Street System and the 17 vacant lots the City owns. The street acceptance 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. They have attorneys that are preparing documents for the transfer. On the vacant lots, I have a flurry of interest in purchasing them. We are still working on a mechanism to RFP the lots in a fair manner.
- ✓ **MEIJER, TRAFFIC SIGNAL, COMMUNITY DONATION** (*Status*)
We're reconciling final invoices and when finished, I'll drop a copy in the packet for review. On the Meijer Community Donation, we are still looking at several options for consideration, one of which is a sidewalk segment that would accompany the parking lot tire grant work we are looking to do.
- ✓ **MI-LCC PENDING LICENSES** (*See Individual Category*)
 - ☐ **CLASS "C" NEW, 8013 MILLER, MONTINI** (*Status*)
We received a letter from the attorney representing Mr. Montini requesting the withdrawal of their pursuit to obtain the new Class "C" license available in the City. A copy is included in tonight's packet.
 - ☐ **NEW SDM & SDD, 4141 MORRISH ROAD, MEIJER INC.** (*Status*)
The SDM has been issued. Meijer is in the process of purchasing an SDD license for package liquor sales.

- ✓ **I-69 MORRISH ROAD BRIDGE REPAIR, FLOOD RELIEF GRANT** (*Status*)
We have been awarded a \$30,000 grant from the State's Emergency Management Division from the damage that occurred during the May 4th 2012 flood. Work has been completed by the contractor, Zeller & Sons Contracting, at the bid cost of \$27,000. As soon as final invoicing is in we will submit for reimbursement under the grant.
- ✓ **MPSC COMPLAINT, FRONTIER v CITY** (*Status*)
I met with Frontier in late January, the meeting being quite positive. They will be formerly addressing the Council on several matters either late this month or first of July. In the meantime, they continue to repair poor workmanship locations in the overhead infrastructure. I'll keep the Council posted on developments.
- ✓ **MI-DEQ SCRAP TIRE GRANT** (*Status*)
We've received a notice of award for \$136,904 from the MI-DEQ Scrap Tire Grant Program. The estimated total project costs are \$322,000 of which the City's match would be \$182,000 (includes design and construction engineering which is ineligible for grant funds). As we've discussed, the program is a 50% construction cost grant for public paving improvements that use recycled scrap tires in the asphalt process. We applied for a couple of our parking lots, being Public Safety Building and the north alley lot behind Hank & Don's. If the process goes well, we may be able to make it work for paving some of the local streets in the future.
- ✓ **FARMERS MARKET** (*Status*)
Underway. After a month or so in operation, I'll have Mr. Mattson report on the progress.
- ✓ **EVIP COMPETITIVE GRANT ASSISTANCE PROGRAM** (*Status*)
As we discussed a couple of meetings ago, we are looking at this grant source for the development of the Bristol Road property into a sports complex, with the schools. Lou has advised Rowe can do the application for \$1,200. We're going to proceed forward on the outside chance that funds may be available. I'll keep the Council posted on developments.
- ✓ **PARK RESERVATION REQUEST, ART GUILD** (*Status*)
The Swartz Creek Art Guild, represented by Mr. Chuck Jackson, has requested to reserve all of Elms Park on Saturday September 13th and Sunday September 14th 2014, to hold a fundraiser arts & crafts show for the guild. The matter is under review by the Park Board and the staff. A recommendation will be back before the Council in the near future.
- ✓ **I.T. SOFTWARE UPGRADES** (*Status*)
At the last meeting, we approved the purchase of a handful of desktop units. In addition, as we discussed, our office software all needs updating. Juanita has been working on a number of quotes for Microsoft Office packages; however, I did not have time to review them in time to make this packet. I may have them as an add on item for this meeting, if I can get to them over the weekend.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **FINAL SITE PLAN APPROVAL, AARDVARK STORAGE ADDITION** (*Resolution*)
Included with tonight's agenda is final site plan approval for an addition to Aardvark Mini-Storage, 4140 South Morrish. Planning Commission recommends approval with some minor conditions.
- ✓ **DEVELOPMENT AGREEMENT, TACO BELL OF AMERICA** (*Resolution*)
Included with tonight's agenda is a Development Agreement with the Taco Bell Restaurant. Hopefully this project is not dead. Aside from a good addition to the City, a lot of time and money has been invested.
- ✓ **PAVEMENT RE-STRIPING BIDS** (*Resolution*)
They need it again. It looks like this will be a yearly maintenance issue. The only explanation is that we now use water based paint, per MDOT standards, as opposed to oil base, which we've used up till about six years ago. One good thing is it's much cheaper than oil base. At any rate, there are only two companies that do this work, M & M Contracting and PK Contracting. M & M has the County Road Commission bid for 2012 through 2013. We obtained a quote from PK Contracting to use as a comparative. Their price is more than double M & M's. Included with tonight's program is a resolution to appropriate for re-striping.
- ✓ **FAIRCHILD STREET REPAIR** (*Resolution*)
We had a section of Fairchild south of Ingalls collapse overnight last week after fairly heavy rains. When we opened it up, we found that an entire cross-over storm sewer pipe was rusted away leaving a significant void under the width of the street. We also located an abandoned storm sewer manhole under the roadway that had been left open and asphalted over. There were no other options but to continue excavating, replace the pipe, catch basins and base. As of writing, most of the work has been completed, except the paving. C & H is the contractor and the estimated total cost is \$11,450. It should come in a bit cheaper as the paving costs were calculated with wide contingencies. I have a resolution approving the payment for post work done on an emergency basis.
- ✓ **2012-2013 FY AUDIT** (*Resolution*)
Included with tonight's agenda is a resolution for appropriation and engagement commitment for the 2012-2013 FY Audit. Preparation is currently underway by the staff with field work set for September. As you may remember, we appointed Plante – Moran for a five year term running through 2016. The estimated cost this year is \$20,825. I have a resolution for appropriation included with tonight's program.
- ✓ **APPROPRIATION, SANITARY SEWER COST OVER-RUN** (*Resolution*)
I'll try and explain this one, albeit as briefly as possible. On July 25, 2011, we approved Phase IV of the sewer re-hab program (Winshall Drive). When we performed the work in the winter of early 2012, we discovered the broken main in the 5100 block of Winshall. The re-hab worked stopped for a period of time while we performed additional TV investigation and engineering design for the excavation of the main. During the summer of 2012, we bid for the work, performed it in the fall and paid the \$146k. We also continued on with Phase IV of the sewer re-hab finishing the scope of work along Winshall. The extra TV and relining associated

with the excavation created additional costs. Here is the breakdown of where we are today.

Council approved \$82,492.50, plus 5% contingency, to Liqui-Force on July 25, 2011. The total P.O. was issued for \$86,617. The total for all of Liqui-Force's Phase IV work, inclusive of the extra work associated with the excavation and replacement of the main on Winshall came to \$105,215, \$18,598 over the original approved amount. All of the work was at the bid awarded time and materials price. I have a resolution for appropriation of the additional over-run.

✓ **PARK FEE WAIVER, HOPE LUTHERAN CHURCH** (*Resolution*)

Mr. Krueger, on behalf of Hope Lutheran Church, has requested the use of Elms Park Pavilion #4 on Saturday, September 14th, for an "Oktoberfest" picnic. In addition, they look to have a small, non-amplified live music performance during the event. I have a resolution for approval included with tonight's program.

✓ **CITY OF SWARTZ CREEK v. BASIL & HIAM ANDONI** (*Resolution*)

As the Council may be aware, we got caught in a showdown over debts owed the City by Basil & Hiam Andoni of 5178 Wyndemere Square, Swartz Creek. The debts were over the Miller – Elms PDD Development and consisted of \$63,760.18 over the extension of the left turn lane into the property and \$9,369.58 in taxes and weed assessments. Just before the final closing sale of the property from the Andoni's to the developer (Aragona Properties) Mr. Andoni decided he did not want to pay the City, despite an agreement to do so. He demanded that all the City fees be removed from the closing settlement, placing the City in the precarious position of having to immediately decide if we wanted to "chase the money after closing, or use the "big bang" approach by stopping the sale until we recovered the money. We opted for the firecracker strategy by locking all related transactions with the City down (Taco Bell building permits, water-sewer permits, land splits, trade & sub-contractor permits, etc.). To reinforce how serious we were, we immediately filed a law suit in Circuit Court against Basil & Hiam Andoni. We remained grid locked in a stalemate for about a week, but the strategy finally worked in that it got the attention of the title company who refused to issue a title insurance policy until someone, anyone, paid the outstanding debts. We were asked to negotiate the fees, however, I felt that the debts were not negotiable as the funds used for the left turn lane extension were 202 Act 51 money, subject to MDOT Audit, and the rest were taxes or assessments, which the City would have no authority to reduce. The only option would have been to have the General Fund pay them, which would have created additional profit for the parties to the sale (Aragona and Andoni), at tax payer expense... hardly the right thing to do. At any rate, the property sale did take place on Thursday August 8th. The \$73k owed the City was escrowed from the sale. We received the checks Friday for full settlement. All that remains now is for the Council to direct the City Attorney to dismiss the suit.

✓ **PAVING APPROACHES, MILLER ROAD** (*Information*)

As the Council may recall, we approved a quote from Delta Paving to repair two intersection approaches, one at Fairchild to Miller and the other at Winston to Miller. The cost was in the middle \$4,000 range for both... a steal. It seems the quote was predicated on whether Delta got the school paving award. They did not. They

backed out of the job and we approached Ace Asphalt, who did get the job. They want \$20k and we declined. We'll keep searching for an equitable solution.

✓ **Q.B.S. ENGINEERING SERVICES BIDS** (*Status*)

Bids are back with five submittals. We did not have time to get through them in preparation for this meeting. With some hope, they should be coming to a meeting near you, soon.

Council Questions, Inquiries, Requests and Comments

- *Additional Lighting, Miller – Fairchild Intersection.* We are back trying to get a review by Consumers Energy.
- *High School Arts Center, Construction Debris.* We got a partial cleanup. We'll keep an eye on it.
- *Parkridge Parkway “No Parking Signs”.* They are missing in the back phase near Hickory Lane. We are working to replace them.
- *Deteriorated Grain Elevator Building, Morrish at CNA Crossing.* A demolition permit has been issued for the removal of a portion of the structure. Work is underway.

City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday August 12, 2013 7:00 P.M.

Resolution No. 130812-4A MINUTES – JULY 22, 2013

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday July 22, 2013, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130812-5A 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 August 12, 2013, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130812-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager’s Report of August 12, 2013, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130812-8A

FINAL SITE PLAN APPROVAL, AARDVARK MINI-STORAGE ADDITION, 4140 MORRISH, TAX ID #58-35-200-007

Motion by Councilmember: _____

I Move the City of Swartz Creek accept the recommendation of the Planning Commission and approve the final site plan dated June 4, 2013 with revision date of August 7, 2013, submitted by J.O.B.O. LLC, Mr. Alan Jory, for an addition to the Aardvark Min-Storage, 4140 South Morrish Road, Tax ID #58-35-200-007, with the following conditions and stipulations recommended by the Planning Commission:

1. No additional fencing is required beyond what is present on site.
2. Plan dimensions as illustrated, shall be used instead of Note #7 on sheet A1.
3. Finish asphalt cap on entire project before occupancy is granted for Building E.
4. Petitioner shall provide a performance bond to the City of Swartz Creek in an amount sufficient to pave all base coated areas within one year if not otherwise completed by petitioner.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130812-8B

DEVELOPMENT AGREEMENT, TACO BELL OF AMERICA LLC

Motion by Councilmember: _____

I Move the City of Swartz Creek enter into a development agreement with Taco Bell of America LLC, a Delaware based Company of Irving California, a copy of which is attached hereto, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130812-8C

APPROPRIATION – STREET STRIPING

Motion by Councilmember: _____

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, 2012 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 \$4,509 plus 15% contingency, for the striping of streets in accordance with the estimate, as follows, expenses to be distributed proportionate to use at the direction of the City’s Finance Director.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**Resolution No. 130812-8D APPROPRIATION, FAIRCHILD STREET REPAIRS –
POST WORK APPROVAL**

Motion by Councilmember: _____

WHEREAS, a section of Fairchild south of Ingalls experienced an overnight partial collapse on August 5th, presenting public health and safety concerns that predicated immediate excavation to determine the cause and extent of the damage and to develop a solution for repair; and

WHEREAS, upon excavation, the cause was determined to be significant deterioration of a cross-over storm sewer line and associated catch basins that created considerable voids under the pavement, and further, public safety concerns dictated the continuation of repairs; and

WHEREAS, City Ordinance Part II Chapter 2 Section 405 Provides that

“If an emergency or an apparent emergency endangering the public peace, health and/or safety of the city should arise, and the delay of established purchasing procedures would vitally affect the welfare of the city, the purchasing agent, finance officer, or any department head may purchase directly any supplies, materials, or equipment that the department head deems to be immediately necessary. Within three working days from the time of purchase, the purchaser shall file in writing with the purchasing agent a detailed explanation of the necessity for any purchases, in addition to a request for such purchases. If the emergency transaction is \$5,000.00 or more, the purchasing agent shall submit the statement to the council no later than its next regular meeting before payment thereof may be authorized”

WHEREAS, the contractor, being C & H Construction of Gaines, has performed most of the repair and replacement work associated with the collapse and have submitted an invoice of to-date work that includes the total amount to finish the pavement portion of the work, total amount not to exceed \$11,450.

NOW, THEREFORE, I Move the City finds that such work meets the requirements of City Ordinance Part II Chapter 2 Section #405, and further appropriates an amount not to exceed \$11,450 to C & H Construction of Gaines, for the partial repair work completed and anticipated final paving work, in accordance with the invoice and proposal submitted as follows, funds to be appropriated from 202 Major Streets



August 5, 2013

To : City of Swartz Creek , DPW
8083 Civic Drive
Swartz Creek , Michigan 48473

Re : Fairchild Street Storm Sewer Replacement
Emergency Repair do to pipe failure under
center line of roadway.

Attn: Thomas Svrcek , Director of Public Work.

Description of Operations	Qty.
1. Sawcutting existing asphalt pavement	116' Lin.Ft.
2. Demolition with Breaker , Removal and Disposal off site , shipped to Mackenize Crushing.	552 Sq.Ft.
3. Excavation and Removal of existing failed piping that had collapsed under roadway including a hand built 18" Dia. Basin found 2.8 feet below top of pavement.	38' Lin.Ft.
4. Installation of new SDR-26 PVC Storm Sewer run from existing curb inlet basin east side to west side curb basin .	38' Lin.Ft.
5. Cleaning and Plastering existing Catch Basins.	2 Bach
6. 21AA Crushed Stone Mix hauled in.	22 Yds.
7. 6AA RCA Crushed Stone Mix hauled in. (Bedding)	10 Yds.
8. 4" Corrugated Tile w/ Sock run from existing 5" Tile in center of road east to 4' Dia. Curb Inlet located between 5111 and 5121 Fairchild Street.	24' Lin.Ft.
9. Traffic Control	Lump Sum
10. Trucking soils off site and cleanup.	Lump Sum

(Started 7:00 A.M. To 7:30 P.M.)

To be completed Asphalt Replacement as follows. 552 Sq.Ft.
Match Like in Kind , 9" Depth as found.

Asphalt Cross Section 6" 500C Base
To be installed. 3" 1100 T Topping w/ Tack Coating

Approximate Total : 11,450.00

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130812-8E

APPROPRIATION, 2012-2013 FY AUDIT, PLANTE-MORAN

Motion by Councilmember: _____

I Move the City of Swartz Creek continue its agreement for professional audit services with Plante-Moran and appropriate an amount not to exceed \$20,825 for the 2012-2013 FY Audit, funds to be distributed proportionately at the discretion of the Finance Director.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130812-8F

APPROPRIATION, SANITARY SEWER RE-HAB PROJECT, PHASE IV COST OVER-RUN

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek extended the low bid award to Liqui-Force of Romulus Michigan for Phase IV of its Sanitary Sewer Re-Habilitation Program, estimated cost calculated on time and material basis of \$82,492.50, plus 5% contingency for a total of \$86,617, resolution of approval as follows:

Appropriation, Phase IV Sanitary Sewer Rehabilitation

Resolution No. 110725-07

(Carried)

*Motion by Councilmember Porath
Second by Councilmember Hurt*

WHEREAS, the City of Swartz Creek has a continuing sanitary sewer rehabilitation program which incorporates TV video, jetting and relining of the system in phase increments, the work having been bid and awarded to Liqui-Force on March 8, 2008, such rehabilitation reducing infiltration, inflow and vastly extending the useful life; and

WHEREAS, the City has completed three phases of the work and is prepared to begin Phase IV, Phase III approved for work on December 7, 2009 with the work completed in the spring of 2010, resolution for approval as follows:

Appropriation, Phase III Sewer Rehabilitation Program

Resolution No. 091207-04

(Carried)

*Motion by Councilmember Hicks
Second by Councilmember Hurt*

WHEREAS, the City is charged with preserving the health, safety, and welfare of its residents, and consummate to this, provides public utilities inclusive of a sanitary sewer system; and

WHEREAS, the city's sanitary sewer system is 50+ years of age and although still quite functional, is in need of maintenance and repair in order to extend and renew its longevity; and

WHEREAS, the staff, in consultation with its engineer's, have developed a plan to reline the existing sewer extending the life indefinitely, and further, have assigned a priority based on age and maintenance records, being the sections within the Winchester Village Subdivision, a section of which has already been completed; and

WHEREAS, the City's Engineer and Staff developed specifications and let the project for bid, based on unit costs, the low bidder being Liqui-Force, of Romulus Michigan, bid being awarded by the City Council on March 8, 2008; and

WHEREAS, on October 13, 2008, the City appropriated an amount not to exceed \$220,000 for Phase II Sanitary Sewer Rehabilitation, Manhole #166-164 Oxford/Oakview, Manhole #172-163 Daval/Helmsley, Manhole #13-17 Greenleaf/Durwood, Manhole # 41-36 Durwood Drive; and

WHEREAS, Manhole #166-164 Oxford/Oakview was bumped from Phase II to Phase III due to unanticipated costs after televising within the lines; and

WHEREAS, the Staff and City Engineer has identified a section of sanitary sewer within the Winchester Village Subdivision to be done in this phase, Phase III, being Manhole #166-164 Oxford/Oakview (\$37,596), and Manhole #44-41 Seymour Road (\$32,433), total for this work is \$70,029.

NOW, THEREFORE, I Move the City of Swartz Creek approve Phase III of the City's Sanitary Sewer Rehabilitation Program and appropriate an amount not to exceed \$70,029 plus 15% contingency, from the Sewer Fund 590, to Liqui-Force, for the rehabilitation of Manhole #166-164 Oxford/Oakview, and Manhole #44-41 Seymour Road, in accordance with the bid specification and award adopted by the City on March 8, 2008, and further, direct the Staff and City Engineer to prepare all necessary paperwork as specified in the bid documents.

BE IT FURTHER RESOLVED, that the City Council directs the Mayor and City Clerk to execute all necessary documents and contracts in accordance with the specifications as adopted by the City at the March 8 2008 Regular Council Meeting.

Discussion Took Place.

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

WHEREAS, the City Engineer and Staff have identified the next most critical area, being the re-lining of Manholes 126 to 140 on Winshall Drive, and the jetting and video of Manholes 140 to 150 on Winshall; and

WHEREAS, the engineers calculations of cost for such work, using time, materials and unit costs from the bid returns is \$82,492.50.

NOW, THEREFORE, I Move the City of Swartz Creek approve Phase IV of the City's Sanitary Sewer Re-Habilitation Program, being the re-lining of Manholes 126 to 140

on Winshall Drive, and the jetting and video of Manholes 140 to 150 on Winshall Drive, and further, appropriate an amount not to exceed \$82,492.50, plus 5% contingency from the sanitary sewer fund 591, contractor being the March 2008 awardee Liqui-Force of Romulus Michigan, and further, direct the staff to execute any and all documents associated for the completion of this Phase of the program.

Discussion Ensued.

YES: Shumaker, Abrams, Binder, Hicks, Hurt, Krueger, Porath
NO: None

WHEREAS, problems were encountered during the re-habilitation work resulting in the open excavation and repair of collapsed main in the 5100 block of Winshall Drive; and

WHEREAS, Phase IV re-habilitation work was completed in the winter and spring of 2013, however, additional TV and re-lining was required as a result of the repair of the collapsed main resulting in a cost over-run of \$18,598.

NOW, THEREFORE, I Move the City of Swartz Creek finds that the cost over-runs were unforeseen and are consistent with the time and material based bids, and further, amends resolution #110725-07 from the maximum appropriated amount of \$86,617 to \$105,215, expense to be posted in the 2012-2013 FY ledger.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130812-8G

**PARK FEE WAIVER, HOPE LUTHERAN CHURCH
PICNIC**

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the use of Elms Road Park Pavilion #4, with waiver of fees, for the Swartz Creek Hope Lutheran Church's "Oktoberfest" Picnic, which might also be referred to as "Septemberfest" as it will be held on Saturday September 14, 2013 from 12:00 Noon to 8:00 PM, and further, allow for non-amplified live music during the specified hours.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130812-8H

FIRE SERVICES AGREEMENT, CLAYTON TOWNSHIP

Motion by Councilmember: _____

I Move the City of Swartz Creek enter into an agreement for combined fire protection services with the Township of Clayton, term of the agreement to run from August 12, 2013 through March 31, 201_____, a copy of which is attached hereto, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City:

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130812-8I

CITY OF SWARTZ CREEK v. BASIL & HIAM ANDONI

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek filed a law suit for breach of contract against Basil & Hiam Andoni, of 5178 Wyndemere Square, Swartz Creek, a copy of the Circuit Court Complaint as follows:

STATE OF MICHIGAN

IN THE GENESEE COUNTY CIRCUIT COURT

CITY OF SWARTZ CREEK, a
Michigan home rule city,

Plaintiff,

CASE NO.

-vs-

BASIL G. ANDONI and
HIAM G. ANDONI,
jointly and severally,

Defendants.

SIMEN, FIGURA & PARKER, P.L.C.
BY: MICHAEL J. GILDNER (P49732)
Attorney for Plaintiff
5206 Gateway Centre, Suite 200
Flint, Michigan 48507
(810) 235-9000

COMPLAINT

1. The City of Swartz Creek ("City") is a Michigan home rule city having its principal place of business in Genesee County, Michigan.
2. Basil G. Andoni and Hiam G. Andoni ("Andoni") are husband and wife who resided at all relevant times in Genesee County, State of Michigan.
3. The Court has subject matter jurisdiction in that the City seeks damages in excess of

\$25,000, plus interest, costs and attorney fees as allowed by law.

General Allegations

4. The Andonis owned a parcel of property located at the southeast corner of Elms Road and Miller Road in the City ("the Property").

5. The Andonis wished to develop the Property for commercial purposes and proposed a Planned Unit Development District for the Property, called the Elms-Miller Business Unit Development (the "Project").

6. The Andonis' plan for the Project was to develop building sites on the Property and sell those sites to commercial developers.

7. As a condition of developing the Property as proposed, the Andonis needed certain improvements made to Elms Road, specifically the installation of curbs, curb cuts, lane widening for a southbound left turn lane, and restriping.

8. But for the Project, the City did not intend or have the need to make the above improvements to Elms Road.

9. The Andonis requested that the City undertake the Elms Road improvements, and the City was willing to do so, but only on the condition that it be reimbursed the costs of doing so.

10. On or about March 14, 2011, the City entered into a Development Agreement with the Andonis.

11. A copy of the Development Agreement is attached as Exhibit 1 and incorporated herein by reference.

12. As it relates to the Elms Road improvements, the Agreement says:

*The Project includes the design, engineering and construction of certain Public Improvements to Elms Road as described on Exhibit E ("the Elms Road Improvement Project"). The Elms Road Improvement Project includes curbs, curb cuts, lane widening for a southbound left turn lane and restriping. **The City agrees to design, engineer and construct the Elms Road Improvement Project at its expense subject to being reimbursed for same by the Andonis.** The City further agrees to complete the Elms Road Improvement Project by December 31, 2011. (Exhibit 1, p. 4) (emphasis added).*

13. Concerning the Andonis' promise to reimburse the City the cost of the Elms Road improvements, the Agreement says:

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

14. The City completed the Elms Road Improvement Project by the agreed-upon date.

15. The City's actual costs of completing the Elms Road Improvement Project was \$63,760.18.

16. The City has sent invoices to the Andonis for the costs of the Elms Road Improvement Project and the Andonis have not disputed or challenged the accuracy of those invoices, or their liability to pay them.

17. Copies of the invoices sent to the Andonis are attached as Exhibit 2 and incorporated herein by reference.

18. As a result of the City's improvements to Elms Road, one of the sites within the Project

has been offered for sale to developers who wish to construct a Taco Bell restaurant.

19. The City incorporates by reference the preceding paragraphs.
20. The parties entered into the Agreement attached as Exhibit 1.
21. The City fulfilled its obligations under the Agreement by advancing public funds toward the Elms Road Improvement Project.
22. The Andonis committed the first material breach that Agreement by failing or refusing to reimburse the City for the costs of the Elms Road Improvement Project.
23. The City suffered damages as a result of the Andonis' unlawful conduct.
24. The City incorporates by reference the preceding paragraphs.
25. By promising to repay any funds advanced by the City for the Elms Road Improvement Project, the Andonis induced the City into advancing public funds to finance improvements that it would not have made but for this Project.
26. The Elms Road Improvement Project made the Property more accessible and hence, more marketable, making it easier for the Andonis to sell development sites within the Project.
27. The Andonis have benefitted as a result of the City's advancement of public funds to make the Elms Road improvements.
28. If the Andonis are not required to reimburse the City the costs of making those improvements, the Andonis will be unjustly enriched.
29. Under these circumstances, it would be inequitable for the Andonis not to reimburse the City its expenses in making the Elms Road improvements.

For these reasons, the City of Swartz Creek requests entry of a money judgment against Defendants, jointly and severally, in the amount of \$63,760.18, plus interest, costs and attorney fees as allowed by law.

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

BY: _____
Michael J. Gildner (P49732)
Attorney for City of Swartz Creek
5206 Gateway Centre, Suite 200
Flint, Michigan 48507
(810) 235-9000
Date: August 6, 2013

WHEREAS, as a result of the debt owed the City and subsequent litigation, Greco Title Company of Mt. Clemens Michigan refused to issue title insurance on the property; and

WHEREAS, the parties to the sale, being Basil & Hiam Andoni, Aragona Properties, Taco Bell of America LLC and Cooper Commercial Real Estate re-negotiated terms of the sale to cover the debt owed the City; and

WHEREAS, on Friday August 9, 2013, the City received full settlement for all debts owed from Greco Title, consisting of \$63,760.18 for road construction and \$9,369.58 for taxes and assessments owed, total of \$73,129.76.

NOW, THEREFORE, I Move the City of Swartz Creek direct the City Attorney and Staff to file any and all paperwork necessary to terminate litigation and any further collection mechanism, purpose being the debts have been settled, paid in full.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130812-8K

**CITY'S LONG-TERM FINANCE PLAN, SOLUTIONS: SET
SPECIAL MEETING**

Motion by Councilmember: _____

I Move the City of Swartz Creek set a Special Council Meeting to be held on _____, August _____, 2013 at _____ PM, for the purpose of discussing the City's long-term financing issues and problems and seek solutions.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday July 22, 2013 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 7/22/2013

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

Invocation and Pledge of Allegiance to the Flag.

Councilmembers Present: Abrams, Gilbert, Hicks, Hurt, Shumaker.

Councilmembers Absent: Krueger , Porath.

Staff Present: City Manager Paul Bueche, City Clerk Juanita Aguilar,

Others Present: Boots Abrams, Tommy Butler, Sharon Shumaker, Jim Florence, Bob Plumb, Ron Schultz, Lou Fleury, C. Brunette, Bud Grimes.

Resolution No. 130722-01

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hicks

I Move the Swartz Creek City Council excuse the absences of Mayor Krueger due to being on vacation and Councilmember Porath due to a work commitment.

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

APPROVAL OF MINUTES

Resolution No. 130722-02

(Carried)

Motion Councilmember Shumaker
Second by Councilmember Hurt

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting, as corrected, held Monday, July 8, 2013 to be circulated and placed on file.

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

NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 130722-03

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

I Move the Swartz Creek City Council approves the Agenda, as amended, for the Regular Council Meeting of July 22, 2013, to be circulated and placed on file.

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

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 130722-04

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Shumaker

I Move the Swartz Creek City Council approve the City Manager's Report of July 22, 2013, to be circulated and placed on file.

YES: Shumaker, Abrams, Gilbert, 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:

Accept MI-DEQ Scrap Tire Market Development Grant, Award, Execute Contract

Resolution No. 130722-05

(Carried)

Motion by Councilmember Hurt
Second By Councilmember Hicks

WHEREAS, the City of Swartz Creek has identified a pressing need to make repairs to many of its properties and infrastructure; however, insufficient revenue have prohibited such repairs in recent years; and

WHEREAS, the availability of grant funds from the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance, Scrap Tire Market Development Grant Program, have made the repairs of some of the City’s parking facilities feasible; and

WHEREAS, the City of Swartz Creek applied to the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance Scrap Tire Market Development Grant Program for funding assistance to mill, re-surface and repair parking lots located at the Public Safety Police-Fire Building and adjoining Civic Drive, located at 8100-A Civic Drive and a City Owned public parking lot located north of 8002 through 8024 Miller Road; and

WHEREAS, the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance have notified the City that funding has been approved; and

WHEREAS, terms of the grant are limited to construction costs with a 50-50 match, total estimated costs as follows:

	MI-DEQ Grant	City Match	Total
Construction	\$136,904	\$136,904	\$273,808
Design & Engineering	-0-	\$48,192	\$48,192
Total	\$136,904	\$185,096	\$322,000

NOW, THEREFORE I Move the City of Swartz Creek accept the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance Scrap Tire Market Development Grant, inclusive of its terms and conditions, and further, direct Mayor Pro-Tem Richard Abrams and the City Clerk to execute any and all documents, contracts and agreements necessary, on behalf of the City.

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

NO: None. Motion Declared Carried.

Appropriation, Design and Construction Engineering, MI-DEQ Scrap Tire Market Development Grant, Parking Lot Repairs, ROWE Professional Services, Inc.

Resolution No. 130722-06

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the City of Swartz Creek appropriate an amount not to exceed \$48,192 to Rowe Professional Services Inc., for design, bid, construction engineering and grant administration services, regarding renovations consisting of mill, re-surface and repair of parking lots located at the Public Safety Police-Fire Building and adjoining Civic Drive, located at 8100-A Civic Drive and a City owned public parking lot located north

of 8002 through 8024 Miller Road, funds to be appropriated from 101 General and 203 Local Streets, apportioned by actual relative expense.

Discussion Took Place.

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

Morrish Road Bridge Lighting Costs

Resolution No. 130722-07

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Hicks

I Move the City of Swartz Creek appropriate an amount not to exceed \$9318.40 for the purchase of four decorative streetlights for the Morrish Road Bridge Project, manufacturer ,Holophane and distributor to be determined.

And Further, appropriate an amount not to exceed \$10,000 for the installation of the lights, contractor to be determined.

Discussion Took Place.

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

Appropriation, 2013-2014 Annual Property & Liability Pool Insurance Premium Renewal

Resolution No. 130722-08

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

I Move the City of Swartz Creek appropriate an amount not to exceed \$62,399 to Michigan Municipal League Meadow Brook Insurance, payment of the City's annual 2013-2014 premiums for property and liability insurance, policy to include sewer backup and puppy replacement riders, funds to be distributed apportioned to the cost per department.

Discussion Took Place.

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

Appropriation, I.T. System Upgrades

Resolution No. 130722-09

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Hicks

I Move the City of Swartz Creek appropriate an amount not to exceed \$5,200 plus 15% contingency, for the purchase, configuration and relocation of eight new Dell desktop computers, funds to be distributed proportionately across the general ledger.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

Park Fee Waiver Request, GFWC Swartz Creek Women's Club

Resolution No. 130722-10

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Hicks

I Move the City of Swartz Creek grant a waiver of fees and approve the use of Elms Road Park Pavilion #1 on Sunday, September 22, 2013, 12:00 noon to 6:00pm, for the Swartz Creek branch of the GFWC Women's Club.

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

NO: None. Motion Declared Carried.

MEETING OPEN TO PUBLIC:

Tommy Butler, 40 Somerset, spoke about the newsletter the City recently distributed to residents, saying that the people that he had spoken to seemed to like it. Mr. Butler stated that he spoke to Senator Ananich's people in Lansing about coming to a Council meeting.

Jim Florence, 4296 Springbrook, spoke about the Art Fest at the Cage Fieldhouse on July 27 and 28 and invited everyone to attend.

Boots Abrams, 5352 Greenleaf Drive, addressed how the garbage company does not place the empty garbage cans back into the residents' yard, but often drops them in the street instead.

REMARKS BY COUNCILMEMBERS:

Councilmember Shumaker commented on the garbage bin issue, stating that he believes it is just the trash containers and not the recycle containers that are not placed properly when emptied by the garbage company. Mr. Shumaker stated that he appreciates that City Manager Bueche included a thank you letter from the Chief of Police to Roger Meier, for his donation to Camp 911, in the Council Packet. Mr. Shumaker talked about Camp 911 and how good he felt it was.

Councilmember Gilbert spoke about the garbage can issue stating that he has mentioned the issue to the garbage company in the past. Mr. Gilbert mentioned again that two headstones in the Swartz Creek Cemetery were crooked from being hit by a lawnmower and asked that they be fixed.

Councilmember Hurt explained that he has not seen the problem with the garbage bins in his neighborhood. Mr. Hurt stated that he typically sees the cans back in the yards when emptied.

Mayor Pro-Tem Abrams stated that when he drove home around 1:00 in the afternoon, the garbage bins were scattered all over the place in the Village.

Adjournment

Resolution No. 130722-11

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Shumaker

I Move the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 7:32 p.m.

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

Richard Abrams, Mayor Pro-Tem

Juanita Aguilar, City Clerk

SWARTZ CREEK POLICE DEPARTMENT
MOTOR POOL RENTAL HOURS
JULY 2013

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	17	0	0	0
#05-649	74	0	0	0
#07-375	123	3	0	0
#12-144	327	7	0	0
#09-401	42	0	0	0
#09-226	68	1	0	5
#10-161	117	10	0	0
TOTAL	768	21	0	5

Officer: All Officers	Shift: All Shifts	Assignment: All Assignments
-----------------------	-------------------	-----------------------------

	07/01/2013
	07/31/2013
Primary Hours	1,740:30
Time Categories (Total Hours)	1,740:30
G Administrative	216:15
G Clerical	111:30
G Court	6:30
G Investigations	145:15
G Traffic Enforcement	240:30
G Uniformed	681:15
R Administration	30:00
R Clerical	19:00
R Uniformed	13:15
S Administration	1:00
S Clerical	5:30
Z Training	24:00
Z Uniformed	5:45
ZZ Absent	30:00
ZZ Funeral	1:15
ZZ Holiday	64:00
ZZ Vacation	145:30
Activity Categories (Total Count)	3,287
G Business Checks	1,515
G Desk Assignments	72
G Felony Arrest	8
G Initated Calls	951
G Misdemeanor Arrest	26
G PD Accident	7
G PI Accident	2
G Parking Citations	1
G Radio Calls	289
G Service Request	1
G Suspicious Person	46
G Vacation Checks	242
G Verbal Warning	77
G Written Warning	18
R Business Checks	2
R Radio Calls	2
Z Agency Assist	7
Z Building Searches	2
Z Felony Arrest	2
Z Initated Calls	1
Z Narcotics Seized	1
Z Negative Tracks	4
Z Radio Calls	8
Z Vehicle Searches	3

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date
Traffic	All	07/01/2013	07/31/2013

Number	Name	Date	Location	Description	Officer	Fine
T-1264469		07/01/13	BRISTOL AT MORRISH	TINTED WINDOWS/NO WINDSHIELD		
T-1264470		07/02/13	BRISTOL NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1264579-A		07/03/13	MILLER NEAR HOLLAND	NO HAZARD LIGHTS		
T-1264579-B		07/03/13	MILLER NEAR HOLLAND	NO PROOF INSURANCE/POSSESS		
T-1264579-C		07/03/13	MILLER NEAR HOLLAND	FAIL TO SIGN REGISTRATION/NO		
T-1220957		07/12/13	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1264335-A		07/14/13	ELMS NEAR MILLER	NO CYCLE/MOPED END.		
T-1264335-B		07/14/13	ELMS NEAR MILLER	Unregistered motor vehicle		
T-1264336-A		07/14/13	MILLER NEAR SEYMOUR	SUSP/REVOKED/NEVER APPL.		
T-1264336-B		07/14/13	MILLER NEAR SEYMOUR	NO PLATE/FAIL TO DISPLAY/EXPIR		
T-1264336-C		07/14/13	MILLER NEAR SEYMOUR	NO PROOF INSURANCE/POSSESS		
T-1264471-A		07/15/13	MILLER NEAR MAYA	EXCEEDED POSTED SPEED LIMIT		
T-1264471-B		07/15/13	MILLER NEAR MAYA	SUSP/REVOKED/NEVER APPL.		
T-1220751		07/16/13	I-69 NEAR SEYMOUR	OWI		
T-1264472		07/16/13	ELMS NEAR PARKRIDGE	EXCEEDED POSTED SPEED LIMIT		
T-1221093		07/16/13	MORRISH NEAR APPLE CREEK	PASS. ON RT. OFF ROADWAY		
T-1264337-A		07/18/13	MILLER NEAR SCHOOL	SUSP/REVOKED/NEVER APPL.		
T-1264337-B		07/18/13	MILLER NEAR SCHOOL	NO PROOF INSURANCE/POSSESS		
T-1264337-C		07/18/13	MILLER NEAR SCHOOL	WHITE LIGHT TO REAR		
T-1264473		07/18/13	MILLER AT MORRISH	DISREGARDED TRAFFIC SIGNAL/!		
T-1264338-A		07/18/13	I-69 NEAR MILLER	SUSP/REVOKED/NEVER APPL.		
T-1264338-B		07/18/13	I-69 NEAR MILLER	NO PROOF INSURANCE/POSSESS		
T-1264474		07/19/13	BRISTOL NEAR HERITAGE	EXCEEDED POSTED SPEED LIMIT		
T-1264485		07/19/13	MILLER NEAR THIRD	UNABLE TO STOP IN ASSURED CI		
T-1264475		07/21/13	MORRISH NEAR APPLE CREEK	EXCEEDED POSTED SPEED LIMIT		
T-1264581		07/22/13	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1264316		07/22/13	MILLER NEAR SEYMOUR	DISREGARDED TRAFFIC SIGNAL/!		
T-1264476		07/24/13	BRISTOL NEAR HERITAGE	EXCEEDED POSTED SPEED LIMIT		
T-1264317		07/26/13	MILLER NEAR FAIRCHILD	FAIL TO CHANGE ADDRESS		
T-1264318		07/26/13	MILLER NEAR SCHOOL	SEAT BELT DRIVER/PASSENGER		
T-1264319		07/26/13	MILLER NEAR FAIRCHILD	NO PROOF INSURANCE/POSSESS		
T-1264320		07/26/13	HERITAGE & BRISTOL	FAIL TO STOP FOR STOP SIGN		
T-1264321		07/26/13	MILLER NEAR ELMS	NO BRAKES		
T-1264322-A		07/27/13	DON SHENK AT DURWOOD	NO OPS IN POSSESSION		
T-1264322-B		07/27/13	DON SHENK AT DURWOOD	NO PROOF INSURANCE/POSSESS		
T-1264323		07/27/13	MILLER AT ELMS	SEAT BELT DRIVER/PASSENGER		
T-1221094-A		07/27/13	FAIRCHILD NEAR INGALLS	SUSP/REVOKED/NEVER APPL.		
T-1221094-B		07/27/13	FAIRCHILD NEAR INGALLS	NO PROOF INSURANCE/POSSESS		
T-1221094-C		07/27/13	FAIRCHILD NEAR INGALLS	NO PLATE/FAIL TO DISPLAY/EXPIR		
T-1264324		07/28/13	MORRISH NEAR I-69	NO PROOF INSURANCE/POSSESS		
T-1264325		07/28/13	MILLER NEAR ELMS	Fail to stop before entering roadway		
T-1264477-A		07/30/13	BRISTOL NEAR CANTERBURY	EXCEEDED POSTED SPEED LIMIT		
T-1264477-B		07/30/13	BRISTOL NEAR CANTERBURY	NO PROOF INSURANCE/POSSESS		
T-1264478-A		07/30/13	ELMS RD, 4315	SUSP/REVOKED/NEVER APPL.		
T-1264478-B		07/30/13	ELMS RD, 4315	NO PLATE/FAIL TO DISPLAY/EXPIR		
T-1264478-C		07/30/13	ELMS RD, 4315	NO PROOF INSURANCE/POSSESS		

Tickets so far: 46

Charges so far: 46

Fines Subtotal:

0.00

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date
Traffic	All	07/01/2013	07/31/2013

Number	Name	Date	Location	Description	Officer	Fine
T-1220745		07/31/13	MORRISH NEAR I-69	NO PROOF INSURANCE/POSSESE		
Tickets Total: 47		Charges Total: 47		Fines Total:		0.00

Uniform Crime Report

Report Criteria:

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

Class	Description	JULY 2012	JULY 2013	YR TO DATE
0100-0	Sovereignty	0	0	0
0200-0	Military	0	0	0
0300-0	Immigration	0	0	0
0900-1	Murder/Non-negligent Manslaughter (Voluntary)	0	0	0
0900-2	Negligent Homicide/Manslaughter (Involuntary)	0	0	0
0900-3	Negligent Homicide - Vehicle/Boat/Snowmobile/ORV	0	0	0
0900-4	Justifiable Homicide	0	0	0
1000-1	Kidnapping/Abduction	0	0	0
1000-2	Parental Kidnapping	0	0	0
1100-1	Sexual Penetration Penis/Vagina - CSC 1st Degree	0	0	0
1100-2	Sexual Penetration Penis/Vagina - CSC 3rd Degree	0	0	0
1100-3	Sexual Penetration Oral/Anal - CSC 1st Degree	0	0	0
1100-4	Sexual Penetration Oral/Anal - CSC 3rd Degree	0	0	0
1100-5	Sexual Penetration Object - CSC 1st Degree	0	0	0
1100-6	Sexual Penetration Object - CSC 3rd Degree	0	0	0
1100-7	Sexual Contact Forcible - CSC 2nd Degree	0	0	1
1100-8	Sexual Contact Forcible - CSC 4th Degree	0	0	0
1200-0	Robbery	0	0	0
1300-1	Non-Aggravated Assault	4	2	26
1300-2	Aggravated/Felonious Assault	0	1	2
1300-3	Intimidation/Stalking	1	1	7
1400-0	Abortion	0	0	0
2000-0	Arson	0	0	0
2100-0	Extortion	0	0	0
2200-1	Burglary - Forced Entry	1	2	17
2200-2	Burglary - Entry Without Force (Intent to Commit)	1	1	2
2200-3	Burglary - Entry Without Authority With or Without Force (No Intent)	0	0	3
2200-4	Possession of Burglary Tools	0	0	0
2300-1	Larceny - Pocketpicking	0	0	0
2300-2	Larceny - Purse Snatching	1	0	0
2300-3	Larceny - Theft from Building	1	0	7
2300-4	Larceny - Theft from Coin-Operated Machine/Device	0	0	0
2300-5	Larceny - Theft from Motor Vehicle	5	3	10
2300-6	Larceny - Theft of Motor Vehicle Parts/Accessories	5	0	0
2300-7	Larceny - Other	2	1	14
2400-1	Motor Vehicle Theft	0	2	4
2400-2	Motor Vehicle as Stolen Property	0	0	0
2400-3	Motor Vehicle Fraud	0	0	0
2500-0	Forgery/Counterfeiting	0	0	0
2600-1	Fraud - False Pretense/Swindle/Confidence Game	1	0	2
2600-2	Fraud - Credit Card/Automatic Teller Machine	1	2	8
2600-3	Fraud - Impersonation	1	0	1
2600-4	Fraud - Welfare Fraud	0	0	0
2600-5	Fraud - Wire Fraud	1	0	0
2600-6	Fraud - Bad Checks	0	1	3
2700-0	Embezzlement	0	0	0
2800-0	Stolen Property	0	0	0

Uniform Crime Report

Report Criteria:

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

Class	Description	JULY 2012	JULY 2013	YR TO DATE
2900-0	Damage to Property	0	1	12
3000-1	Retail Fraud - Misrepresentation	0	0	0
3000-2	Retail Fraud - Theft	0	6	9
3000-3	Retail Fraud - Refund/Exchange	0	0	0
3500-1	Violation of Controlled Substance - Act	2	0	13
3500-2	Narcotic Equipment Violations	0	0	1
3600-1	Sexual Penetration Non-forcible - Blood/Affinity (CSC 1st/3rd Degr)	0	0	0
3600-2	Sexual Penetration Non-forcible - Other (CSC 1st and 3rd Degree)	0	0	2
3600-3	Peeping Tom	0	0	0
3600-4	Sex Offense - Other	0	0	0
3700-0	Obscenity	0	0	0
3800-1	Family - Abuse/Neglect Nonviolent	0	0	6
3800-2	Family - Non-Support	0	0	0
3800-3	Family - Other	0	0	0
3900-1	Gambling - Betting/Wagering	0	0	0
3900-2	Gambling - Operating/Promoting/Assisting	0	0	0
3900-3	Gambling - Equipment Violations	0	0	0
3900-4	Gambling - Sports Tampering	0	0	0
4000-1	Commercialized Sex - Prostitution	0	0	0
4000-2	Commercialized Sex- Assisting/Promoting Prostitution	0	0	0
4100-1	Liquor License - Establishment	0	0	0
4100-2	Liquor Violations - Other	1	0	8
4200-0	Drunkenness - Except OUIL	0	0	0
4800-0	Obstructing Police	1	0	9
4900-0	Escape/Flight	0	0	3
5000-0	Obstructing Justice	9	1	25
5100-0	Bribery	0	0	0
5200-1	Weapons Offense - Concealed	0	0	2
5200-2	Weapons Offense - Explosives	0	0	1
5200-3	Weapons Offense - Other	1	0	1
5300-1	Disorderly Conduct	0	0	0
5300-2	Public Peace - Other	3	0	5
5400-1	Hit & Run Motor Vehicle Accident	4	0	10
5400-2	Operating Under the Influence of Liquor or Drugs (OUIL or OUID)	0	1	9
5400-3	Driving Law Violations	7	7	49
5500-0	Health and Safety	2	1	8
5600-0	Civil Rights	0	0	0
5700-1	Trespass	0	0	1
5700-2	Invasion of Privacy - Other	0	0	0
5800-0	Smuggling	0	0	0
5900-0	Election Laws	0	0	0
6000-0	Antitrust	0	0	0
6100-0	Tax/Revenue	0	0	0
6200-0	Conservation	0	0	0
6300-0	Vagrancy	0	0	0
7000-0	Juvenile Runaway	0	0	4
7300-0	Miscellaneous Criminal Offense	0	5	34

Uniform Crime Report

Report Criteria:

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

Class	Description	JULY 2012	JULY 2013	YR TO DATE
7500-0	Solicitation (All Crimes Except Prostitution)	0	0	0
7700-0	Conspiracy	0	0	0
8900-1	SERVICE OF COMMISSION PAPERS	0	0	0
8900-2	UNAUTHORIZED TRANSPORTATION	0	0	0
8900-3	VIOLATION OF RULES/REGISTRATION	0	0	0
8900-4	WARRANTS	0	0	0
8900-5	MOTOR CARRIER SAFETY RULES	0	0	0
8900-6	INSPECTIONS OF HOMES TO BE MOVED	0	0	0
8900-7	MIGRANT AGRICULTURE WORKERS TRANSP	0	0	0
8900-9	ALL OTHER MOTOR CARRIER VIOLATIONS	0	0	0
9100-1	DELINQUENT MINOR	0	0	0
9100-2	RUNAWAYS	0	0	0
9200-1	DIVORCE AND SUPPORT	0	0	0
9200-2	INCAPACITATION	0	0	3
9200-3	WALK-AWAY - MENTAL INSTITUTIONS ETC	0	0	0
9200-4	ORDER FOR PICKUP AND EXAMINATION	1	0	0
9200-5	CIVIL INFRACTION - ALCOHOL POSSES.	0	0	0
9300-1	Property Damage Accident/Personal Injury	0	5	45
9300-2	NON-TRAFFIC PDA	3	4	18
9300-3	TRAFFIC VIOLATIONS/CIVIL INFRACTION	0	0	0
9300-4	TOWED VEHICLE	0	2	10
9300-5	TRAFFIC HAZARD/ABANDONED VEHICLE	0	0	0
9300-6	TRAFFIC POLICING	0	0	0
9400-1	FALSE ALARM ACTIVATION	0	0	0
9400-2	VALID ALARM ACTIVATION	0	0	0
9400-3	REST AREA/ROADSIDE PARK VIOLATIONS	0	0	0
9500-1	ACCIDENTAL FIRE	0	0	0
9500-2	ACCIDENTAL EXPLOSION	0	0	0
9500-4	OPEN BURNING	0	0	0
9500-6	FIRE-HAZARDOUS CONDITIONS	0	0	0
9700-0	ACCIDENTAL SHOOTING	0	0	0
9700-5	ACCIDENTAL DEATH-WATER	0	0	0
9700-6	ACCIDENT - ALL OTHER	0	0	0
9800-2	RECOVERED PROPERTY	0	0	0
9800-3	PROPERTY INSPECTION	0	0	0
9800-4	OTHER INSPECTIONS/WEAPONS	7	1	40
9800-5	ALARMS	0	0	1
9800-6	CIVIL	1	2	23
9800-7	SUSPICIOUS SITUATION	1	0	15
9800-8	LOST AND FOUND PROPERTY	3	3	14
9800-9	OVERDOSE	0	0	1
9900-1	SUICIDE	0	0	1
9900-2	DOA - NATURAL	0	1	4
9900-3	MISSING PERSON	0	1	2
9900-7	SAFEKEEPING	0	0	0
9900-8	DEPARTMENTAL ASSIST	0	3	15
9900-9	GENERAL - NON CRIMINAL	7	3	40

Uniform Crime Report

Report Criteria:

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

Class	Description	JULY 2012	JULY 2013	YR TO DATE
Totals:		78	63	551

Public Works
Monthly Work Orders
08/01/13

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
CKME13-0205 COMPLETED	LU10-009162-0000-01	OLSEN, SARAH 9162 LUEA LN	07/03/13 07/03/13	CHECK METER
CKME13-0206 COMPLETED	YA10-007035-0000-01	HAIST, ROLAND J 7035 YARMY DR	07/08/13 07/08/13	CHECK METER
CKME13-0207 COMPLETED	WO10-005210-0000-02	RAY, REBECCA 5210 WORCHESTER DR	07/29/13 07/29/13	CHECK METER
CKME13-0208 COMPLETED	CO10-004472-0000-01	ROSS, KATHERINE 4472 COLONY CT	07/22/13 07/22/13	CHECK METER
CKME13-0209 COMPLETED	HE10-005170-0000-06	CHARLES, JASON 5170 HELMSLEY DR	07/26/13 07/26/13	CHECK METER
DRAN13-0020	JI10-009227-0000-01	KATO, JOHN 9227 JILL MARIE LN	07/02/13	STORM DRAINS
ELEC13-0037 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	07/01/13 07/01/13	ELEC SETUP/TAKEDO
FNRD 13-954 COMPLETED	DO10-005304-0000-05	ZERKA, JOHN 5304 DON SHENK DR	07/22/13 07/23/13	FINAL READ
FNRD13-0558 COMPLETED	HE10-005154-0000-03	KLEPI, ROBERT 5154 HELMSLEY DR	07/08/13 07/08/13	FINAL READ
FNRD13-0559 COMPLETED	MI10-005420-0000-05	HOWD, LORI 5420 MILLER RD	07/03/13 07/03/13	FINAL READ
FNRD13-0560 COMPLETED	SC20-005021-0000-05	WALKER, LINDSEY 5021 SCHOOL ST	07/12/13 07/12/13	FINAL READ
FNRD13-0561 COMPLETED	BR20-006189-0000-01	WARLAND, JOHN 6189 BRISTOL RD	07/02/13 07/03/13	FINAL READ
FNRD13-0562 COMPLETED	HA10-005014-0000-04	HUTCHISON, TIMOTHY 5014 HAYES ST	07/03/13 07/05/13	FINAL READ
FNRD13-0563 COMPLETED	EL10-003235-0000-05	KERR, MARY ANN 3235 ELMS RD	07/05/13 07/05/13	FINAL READ
FNRD13-0564 COMPLETED	AS10-000060-0000-03	SOVIA, THOMAS 60 ASHLEY CIR	07/11/13 07/12/13	FINAL READ
FNRD13-0565 COMPLETED	DU10-005232-0000-04	GREEN, TIMOTHY 5232 DURWOOD DR	07/12/13 07/12/13	FINAL READ
FNRD13-0566 COMPLETED	FA10-005121-0000-01	WISE, HURSHEL 5121 FAIRCHILD ST	07/15/13 07/15/13	FINAL READ
FNRD13-0567 COMPLETED	OA10-005202-0000-02	NATIONSTAR MORTGAGE 5202 OAKVIEW DR	07/17/13 07/18/13	FINAL READ
FNRD13-0568 COMPLETED	BI10-005204-0000-01	JONES, MELVIN C 5204 BIRCHCREST DR	07/24/13 07/24/13	FINAL READ
FNRD13-0569 COMPLETED	HT10-003414-0000-01	BURHANS, KARYN 3414 HERITAGE BLVD	07/25/13 07/25/13	FINAL 33 AD

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
FNRD13-0570 COMPLETED	FI10-005019-0000-03	HARGRAVE, MICHAEL JR 5019 FIRST ST	07/26/13 07/26/13	FINAL READ
FNRD13-0571 COMPLETED	CH20-008493-0000-05	ANDERSON, JOSHUA 8493 CHESTERFIELD DR	07/26/13 07/26/13	FINAL READ
FNRD13-0572 COMPLETED	AS10-000116-0000-02	VALUE HOMES 116 ASHLEY CIR	07/26/13 07/26/13	FINAL READ
FNRD13-0573 COMPLETED	YA10-007115-0000-07	DUNCAN, THOMAS 7115 YARMY DR	07/26/13 07/26/13	FINAL READ
FNRD13-0574 COMPLETED	MO20-004206-0000-02	ALMAROOF, BABATUNDE 4206 MOUNTAIN ASH LN	07/29/13 07/30/13	FINAL READ
FNRD13-0575 COMPLETED	CC10-007380-0000-01	GRINAGER, PATRICIA 7380 CROSSCREEK DR	07/29/13 07/30/13	FINAL READ
FNRD13-0576 COMPLETED	LI10-004261-0000-07	ALBABA PROPERTIES 4261 LINDSEY DR	07/31/13 07/31/13	FINAL READ
GWO13-0280 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	07/23/13 07/23/13	GENERIC WORK ORDE
LNSD13-0071	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	07/12/13	LANDSCAPING
LNSD13-0072 COMPLETED	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	07/19/13 07/19/13	LANDSCAPING
LNSD13-0073 COMPLETED	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	07/26/13 07/26/13	LANDSCAPING
MNT13-0135 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	07/03/13 07/05/13	BUILDING MAINTENA
MNT13-0136 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	07/08/13 07/09/13	BUILDING MAINTENA
MNT13-0137 COMPLETED	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	07/11/13 07/15/13	BUILDING MAINTENA
MNT13-0138	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	07/22/13	BUILDING MAINTENA
MNT13-0139 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	07/24/13 07/26/13	BUILDING MAINTENA
MTRP13-0386 COMPLETED	DU10-005232-0000-04	GREEN, TIMOTHY 5232 DURWOOD DR	07/16/13 07/16/13	METER REPAIR
MTRP13-0387 COMPLETED	SE20-005464-0000-01	WINELAND, JOE 5464 SEYMOUR RD	07/19/13 07/19/13	METER REPAIR
MTRP13-0388 COMPLETED	MC10-005098-0000-01	SCHULZ, AUDREY 5098 MC LAIN ST	07/19/13 07/19/13	METER REPAIR
MTRP13-0389 COMPLETED	OA10-009263-0000-00	BAIR, WILLIAM 9263 OAKVIEW	07/19/13 07/19/13	METER REPAIR
MTRP13-0390 COMPLETED	MO10-004453-0000-01	MANCILLAS, ANDREW 4453 MORRISH RD	07/25/13 07/25/13	METER REPAIR
MTRP13-0391	SE20-005203-0000-02	CHRISLER, TERRY E.	07/23/13	METER REPAIR

Work Order #	Location ID	Customer Name	Date Read	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		5203 SEYMOUR RD	07/23/13	
MTRP13-0392	HI20-004203-0000-05	BADGLEY, LISA	07/30/13	METER REPAIR
COMPLETED		4203 HICKORY LN	07/30/13	
READ13-0299	MI10-005428-0000-04	IVEY, JIM	07/09/13	READ METER
COMPLETED		5428 MILLER RD	07/09/13	
READ13-0300	CH10-009050-0000-01	OSTWALD, JOHN	07/01/13	READ METER
COMPLETED		9050 CHELMSFORD DR	07/01/13	
READ13-0301	DA10-005160-0000-01	WORGES, KARL W	07/23/13	READ METER
COMPLETED		5160 DAVAL DR	07/23/13	
READ13-0302	YA10-007035-0000-01	HAIST, ROLAND J	07/08/13	READ METER
COMPLETED		7035 YARMY DR	07/19/13	
READ13-0303	CH10-009050-0000-01	OSTWALD, JOHN	07/29/13	READ METER
COMPLETED		9050 CHELMSFORD DR	07/29/13	
READ13-0304	MO10-004453-0000-01	MANCILLAS, ANDREW	07/15/13	READ METER
COMPLETED		4453 MORRISH RD	07/15/13	
READ13-0305	WI10-005360-0000-02	OCKERMAN, RICHARD	07/17/13	READ METER
COMPLETED		5360 WINSHALL DR	07/17/13	
RPLR13-0009	HE10-005170-0000-06	CHARLES, JASON	07/26/13	REPLACE READER
COMPLETED		5170 HELMSLEY DR	07/26/13	
SETM13-0010	HT10-003340-0000-01	WOODSIDE BUILDERS	07/16/13	SET METER
		3340 HERITAGE BLVD		
STRT13-0043	HI10-009251-0000-01	MATTSON, RICHARD	07/11/13	STREET REPAIR
COMPLETED		9251 HILL RD	07/15/13	
STRT13-0044	OX10-005162-0000-01	WEBER, WILLIAM	07/22/13	STREET REPAIR
		5162 OXFORD CT		
STRT13-0045	CI10-008083-0000-01	CITY OF SWARTZ CREEK	07/31/13	STREET REPAIR
		8083 CIVIC DR		
SWR13-0033	HE10-005170-0000-06	CHARLES, JASON	07/26/13	SEWER DRAIN PROBL
COMPLETED		5170 HELMSLEY DR	07/26/13	
TRDN13-0045	WO10-005313-0000-01	ADKINS, DALE	07/23/13	TREE-TAKE DOWN
		5313 WORCHESTER DR		
TRDN13-0046	WO10-005351-0000-02	BRAYAN, ROBERT	07/23/13	TREE-TAKE DOWN
		5351 WORCHESTER DR		
TRDN13-0047	DU10-005352-0000-02	BANKWITZ, REBECCA	07/23/13	TREE-TAKE DOWN
		5352 DURWOOD DR		
TRDN13-0048	MI10-007335-0000-05	WELCH, ANTHONY	07/23/13	TREE-TAKE DOWN
		7335 MILLER RD		
TRDN13-0049	WI10-005330-0000-02	LUCAS, MARIE A	07/23/13	TREE-TAKE DOWN
		5330 WINSHALL DR		
WOFF13-0954	WA10-007459-0000-04	SWARTZ, JOSEPH	07/22/13	WATER TURN OFF
CANCELLED		7459 WADE ST	07/23/13	
WOFF13-0955	OA10-005202-0000-02	NATIONSTAR MORTGAGE	07/25/13	WATER TURN OFF
CANCELLED		5202 OAKVIEW DR	07/25/13	

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WOFF13-0956 COMPLETED	EL10-004126-0000-09	WRIGHT, TARISHA 4126 ELMS RD	07/29/13 07/29/13	WATER TURN OFF
WREP13-0048 COMPLETED	LO10-004196-0000-03	HADDON, DAVID 4196 LOCUST LN	07/15/13 07/15/13	WATER REPAIRS
WTON13-0636 COMPLETED	DO10-005304-0000-05	ZERKA, JOHN 5304 DON SHENK DR	07/02/13 07/02/13	WATER TURN ON
WTON13-0637 COMPLETED	CO20-007455-0000-02	POWNALL, ELAINE A 7455 COUNTRY MEADOW DR	07/03/13 07/03/13	WATER TURN ON
WTON13-0638 COMPLETED	CH20-008493-0000-04	WODELL, TROY 8493 CHESTERFIELD DR	07/17/13 07/17/13	WATER TURN ON
WTON13-0639	EL10-004126-0000-09	WRIGHT, TARISHA 4126 ELMS RD	07/29/13	WATER TURN ON

Total Records: 69

DPS ACTIVITY - JULY 2013

	<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	33.00	3.22	2.85	0.46	1.00	2.00
783.0 ELMS PARK	11.50	0.70		0.45	1.00	2.00
784.0 BICENT. PARK	2.00	0.24	0.24	0.02		
790.0 SENIOR CENTER/LIBRA	24.00	1.42	0.98	1.15		
792.0 P S BLDG	11.50	0.56	0.24	0.18		
793.0 CITY HALL	4.24	0.31	0.21	0.16		
794.0 COMM PROMO	10.00	0.22		0.16		
796.0 CEMETERY						
202 MAJOR STREET FUND						
429.0 SAFETY						
441.0 PARK & RIDE	3.00	0.11	1.00			
463.0 STREET MAIN	67.50	4.79	6.60	1.64		
474.0 TRAFFIC	2.00	0.22		0.06		
478.0 SNOW & ICE						
482.0 ADMIN	3.30	0.22	0.88			
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	13.00	0.22		0.66		
474.0 TRAFFIC	2.00	0.11		0.03		
478.0 SNOW & ICE						
482.0 ADMIN	3.30	0.22	0.88			
226 GARBAGE FUND						
528.0 COLLECT	1.00					
530.0 WOODCHIPPING	47.50	3.98	3.00	1.05		
782.0 WINSHALL PARK GARBA	18.00	0.95	1.00	0.03	3.00	3.00
783.0 ELMS PARK GARBAGE	20.00	0.95	2.00	0.03	3.00	3.00
793.0 CITY HALL	4.24	0.31	0.21	0.16		
590 WATER						
540.0 WATER SYSTEM	80.20	5.76	14.93	0.50		
540.0 WATER-ON CALL	5.00	0.44	0.12	0.04		
542.0 READ & BILL	35.00	0.54	15.00	1.78		
793.0 CITY HALL	4.26	0.31	0.21	0.16		
591 SEWER						
536.0 SEWER SYSTEM	64.70	4.36	14.32	0.44		
536.0 SEWER-ON CALL	4.00	0.34	0.12	0.04		
537.0 LIFT STATION	9.00	0.54		0.33		
542.0 READ & BILL	35.00	0.54	15.00	1.78		
793.0 CITY HALL	4.26	0.31	0.21	0.16		
661 MOTOR POOL FUND						
795.0 CITY GARAGE	4.00	0.11		0.03		
DAILY HOURS TOTAL	526.50	32.00	80.00	11.50	8.00	10.00

July 2013	MILES DRIVEN	GALLONS GAS PURCHASED	GALLONS DIESEL PURCHASED
#1 P/U 4WD			
#3 P/U 4WD	520	28	
07-03 P/U 4WD	288		17
09-03 P/U 4WD	702		30
#2 P/U 2WD	630	55	
#6-00 BACKHOE			
#9 DUMP			
#10 DUMP			
#11 DUMP	161	28	
#12-02 DUMP			
#12-04 DUMP			
#12-99 GENERATOR			
#9-02 BRUSH HOG			
#17 CASE BACKHOE			16
#19 JD TRACTOR			
#06-99 BUCKET TRUCK			
#21 WOOD CHIPPER			27
#807 STREET SWEEPER	54		26
#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	321	16	
TOTAL	2676	127	116

08/01/2013

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 07/01/2013 - 07/31/2013

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
07/03/2013	37771	AMY NICHOLS	COPAY REIMBURSEMENTS	104.90
07/03/2013	37772	CONNIE ESKEW	COPAY REIMBURSEMENTS	40.00
07/03/2013	37773	DEANNA KORTH	COPAY REIMBURSEMENT	464.11
07/03/2013	37774	FIDELITY SECURITY LIFE INSUR/EYEMEC	JULY 2013 VISION - RETIREES (4)	20.98
07/03/2013	37775	JOSE A MIRELES	MOW & TRIM CITY LOTS/RESIDENTIAL (1)	780.00
07/03/2013	37776	JUANITA AGUILAR	COPAY REIMBURSEMENT	167.24
07/03/2013	37777	RICK CLOLINGER	COPAY REIMBURSEMENT	221.54
07/03/2013	37778	VALLEY PETROLEUM	6/16-6/30/13 FUEL USAGE - POLICE	1,173.13
07/03/2013	37779	VALLEY PETROLEUM	6/16-6/30/13 FUEL USAGE - DPW	413.77
07/09/2013	37780	ADS PLUS PRINTING LLC	POSTAGE FOR NEWSLETTER	0.00 V
		Void Reason: WRONG VENDOR		
07/09/2013	37781	U. S. POST OFFICE	POSTAGE FOR POSTMASTER	513.55
07/11/2013	37782	ADAM H ZETTEL	CONSULTING SERVICES	787.50
			CONSULTING SERVICES	393.75
				1,181.25
07/11/2013	37783	ADS PLUS PRINTING LLC	NEWSLETTER PRINTING	1,167.66
07/11/2013	37784	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	90.66
			MATS, SUPPLIES	27.44
			UNIFORMS, MATS, SUPPLIES, ENV.	77.20
			MATS, SUPPLIES	27.44
			UNIFORMS, MATS, SUPPLIES, ENV.	77.37
			MATS, SUPPLIES	27.50
				327.61
07/11/2013	37785	BASIL AND CORALENE BLOSS	SUPP MED INS JUNE 2012-JUNE 2013	4,589.26
07/11/2013	37786	C & H CONSTRUCTION CO INC	REPAIR CATCH BASIN NORBURY/GREENLEAF	1,985.60
07/11/2013	37787	CITY OF SWARTZ CREEK	3/20-6/20/13 UB 4125 ELMS	263.22
			3/20-6/20/13 UB 5121 MORRISH	121.65
			3/20-6/20/13 UB 5363 WINSHALL	255.11
			3/20-6/20/13 UB 8059 FORTINO	738.27
			3/20-6/20/13 UB 8083 CIVIC	411.05
			3/20-6/20/13 UB 8095 CIVIC	192.08
			3/20-6/20/13 UB 8100 CIVIC	499.80
				2,481.18
07/11/2013	37788	CONSUMERS ENERGY	6/1-6/30/13 4524 MORRISH RD	42.89
07/11/2013	37789	CONSUMERS ENERGY	6/1-6/30/13 ELMS PARKING LOT	29.23
07/11/2013	37790	CONSUMERS ENERGY	6/1-6/30/13 STREET LIGHTS	10,149.96
07/11/2013	37791	CONSUMERS ENERGY	6/1-6/30/13 SIRENS	26.98
07/11/2013	37792	CONSUMERS ENERGY	6/1-6/30/13 TRAFFIC LIGHTS	404.74
07/11/2013	37793	CONSUMERS ENERGY	6/5-7/5/13 A WINSHALL RESTROOMS	41.32
07/11/2013	37794	CONSUMERS ENERGY	6/6-7/3/13 A 8059 FORTINO DR	48.19
07/11/2013	37795	CONSUMERS ENERGY	6/6-7/3/13 A 8083 CIVIC DR	821.09
07/11/2013	37796	CONSUMERS ENERGY	6/6-7/3/13 A 8095 CIVIC DR	1,038.93
07/11/2013	37797	CONSUMERS ENERGY	6/6-7/3/13 A 8100 CIVIC DR	977.06
07/11/2013	37798	CONSUMERS ENERGY	6/6-7/5/13 A 8301 CAPPY LN	363.83
07/11/2013	37799	CONSUMERS ENERGY	6/6-7/3/13 E 8499 MILLER RD	23.42
07/11/2013	37800	CONSUMERS ENERGY	6/6-7/3/13 A 5121 MORRISH RD	266.84

07/11/2013	37801	CONSUMERS ENERGY	6/5-7/5/13 A 5257 WINSHALL DR	22.39
07/11/2013	37802	CONSUMERS ENERGY	6/5-7/5/13 A 5361 WINSHALL DR	22.39
07/11/2013	37803	CONSUMERS ENERGY	6/6-7/3/13 A 8011 MILLER RD	22.39
07/11/2013	37804	D & G EQUIPMENT INC	LINE TRIMMER	106.64
07/11/2013	37805	DEANA GREEN	UB REFUND 5377 DURWOOD	99.00
07/11/2013	37806	DENNIS MITCHELL	CHIPPING 6/27/13	1,105.00
			CHIPPING 7/3/13	780.00
			TREE REMOVAL WINSHALL PARK	1,500.00
				3,385.00
07/11/2013	37807	FAMILY FARM AND HOME INC	TRIMMER LINE	9.95
			GLOVES (2)	23.98
			POLE PRUNER/OIL	41.98
				75.91
07/11/2013	37808	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
07/11/2013	37809	GILL ROYS HARDWARE	HOSE REEL CART/HOSE NOZZLE	47.48
			PRUNING PAINT	9.49
			PINE-SOL/SPRAY BOTTLE	6.58
			WILD FLOWER SEEDS	1.98
			8 PK AAA BATTERIES	8.99
			CORNER IRON/NUTS, BOLTS, SCREWS	9.17
			16" UNDER CABINET LIGHT	12.99
			VELCRO FOR LT OFFICE	4.29
			INSECT SPRAY FOR OFFICE	15.98
			FLOUR. TUBE BULB	7.49
			RETURN TUBE BULB	(7.49)
			HOT SHOT FOGGER (2)	23.98
			WASP & HORNET SPRAY	5.99
			SOAP	18.92
			SUPPLIES	38.03
			JUNE 2013 DISCOUNT	(20.23)
				183.64
07/11/2013	37810	GIVE 'EM A BRAKE SAFETY	DETOUR (20)/RD CLOSED (10)/BARRICADE (6)	1,871.50
07/11/2013	37811	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND COMI	300.00
07/11/2013	37812	JEANINE MELROSE	UB REFUND 9291 CEDAR CREEK	129.94
07/11/2013	37813	JOSE A MIRELES	MOW & TRIM CITY LOTS/RESIDENTIAL (1)	790.00
07/11/2013	37814	NICK PAUL	COPAY REIMBURSEMENTS	250.00
07/11/2013	37815	OVERHEAD DOOR CO.	REPAIR DOOR AT DPW	222.45
07/11/2013	37816	PAUL BUECHE	LUNCH BUECHE, SVRCEK, ATTORNEY	41.31
			COPAY REIMBURSEMENT	157.62
				198.93
07/11/2013	37817	ROBERT R DAVIS	APRIL-JUNE 2013 MECH/PLUMB INSPECTIONS	830.00
07/11/2013	37818	ROWE PROFESSIONAL SERVICES CO	SITE PLAN RVW JOBO/EASEMNT REC MEIJER	160.00
07/11/2013	37819	ROWE PROFESSIONAL SERVICES CO	CONST ENG AND TESTING SRVCS MORRISH RD B	9,912.00
07/11/2013	37820	ROYALTY SERVICES INC	SCREENED TOP SOIL/DELIVERY	335.00
07/11/2013	37821	RWS OF MID MICHIGAN	FY13 GARBAGE/RECYCLING/YARD WASTE	20,554.56
07/11/2013	37822	SHANNON RILEY	UB REFUND 5249 WORCHESTER	45.42
07/11/2013	37823	SWANK MOTION PICTURE INC.	DVD RISE OF THE GUARDIANS/MOVIE 6/28/13	321.00
07/11/2013	37824	SWARTZ CREEK ELEVATOR	WEED KILLER	9.99

			GRASS SEED/FERTILIZER	59.00
				68.99
07/11/2013	37825	THOMAS SVRCEK	COPAY REIMBURSEMENTS	102.41
07/11/2013	37826	TOM O'BRIEN	HEALTH INS MONTHLY PREM JULY 2013	599.05
07/11/2013	37827	VERIZON WIRELESS	JUNE 2013	495.40
07/11/2013	37828	VERMEER OF MICHIGAN	REPAIR WOOD CHIPPER	648.14
07/11/2013	37829	VIEW NEWSPAPER GROUP	MORRISH RD BRIDGE/SIDEWALKS/WATER QUALTY	1,746.90
07/18/2013	37830	ACE OUTDOOR SERVICES LLC	COCO MULCH 2 YDS/ELMS PARK	44.00
07/18/2013	37831	ALLIE BROTHERS INC	(2) UNIFORM LT BADGES/(1) BADGE HOLDER	177.95
07/18/2013	37832	AMERICAN MESSAGING	7/15-8/14/13 8108332563 8108331159	24.60
07/18/2013	37833	ARROW UNIFORM RENTAL	MATS, SUPPLIES	27.50
			UNIFORMS, MATS, SUPPLIES, ENV.	77.37
				104.87
07/18/2013	37834	BLUMERICH COMMUNICATIONS	CPU CABLE REPLACED 09-226	195.00
07/18/2013	37835	BRADYS BUSINESS SYSTEMS	CANON IR-C2225 COPIER	4,262.00
07/18/2013	37836	CONSUMERS ENERGY	6/7-7/9/13 E 4125 ELMS RD	27.74
07/18/2013	37837	CONSUMERS ENERGY	6/7-7/9/13 A 4125 ELMS RD PAVILION	25.96
07/18/2013	37838	CONSUMERS ENERGY	6/7-7/8/13 A 6425 MILLER RD PARK & RIDE	63.71
07/18/2013	37839	COOKS DIESEL RV & TRUCK REPAIR	REPLACED BATTERIES	290.30
07/18/2013	37840	CREEK AUTO SERVICES LLC	MONTHLY MAINT LOF 07-375	29.95
			REPAIR EXHAUST LEAK 07-375	147.00
			REPLACE FRONT BRAKES/ROTORS 12-144	218.09
				395.04
07/18/2013	37841	DELTA DENTAL PLAN	AUG 2013 DENTAL - RETIREES (4)/EST TAX	271.56
07/18/2013	37842	DELUX TROPHIES & AWARDS	(4) CAMP 911 TROPHIES/E M HALKA PLAQUE	161.00
07/18/2013	37843	DONALD KORTH	UPDATED EJS AT POLICE	75.00
			HP DESKTOP PC (8)/QUOTE J4656947	3,216.96
			BADE'S WRKSTN/RECONFIG VPN/RSLV PHONE	300.00
				3,591.96
07/18/2013	37844	ELITE BUSINESS PRODUCTS	OFFICE SUPPLIES	63.82
07/18/2013	37845	ENCORE PROMOTIONS	(150) CAMP 911 SHIRTS	706.00
07/18/2013	37846	F S E	STAKE W 20 FT LOT 2 WINCHESTER MEADOWS	350.00
07/18/2013	37847	GEN CTY ROAD COMMISSION	SIGNS	207.14
07/18/2013	37848	GEN CTY ROAD COMMISSION	JUNE 2013 S-MTCE & OPERATIONS MILLER@ELM	49.21
07/18/2013	37849	GENESEE COUNTY TREASURER	PURCHASE OF PARCEL 58-03-576-014	971.01
07/18/2013	37850	GENESEE CTY DRAIN COMMISSIONER	SEWER APRIL-JUNE 2013	139,624.96
07/18/2013	37851	GENESEE CTY DRAIN COMMISSIONER	5/29-6/28/13 COMM/READY TO SERVE	76,557.22
07/18/2013	37852	GREG RACOSTA	COPAY REIMBURSEMENT	223.80
07/18/2013	37853	INTERACT PUBLIC SAFETY SYSTEMS	DDP POLICE RMS SOFTWARE 8/1-7/31/14	2,425.00
07/18/2013	37854	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	770.00
07/18/2013	37855	KENDALL PRINTING	LT BADE BUSN CARDS/PRIV PROP ACC PADS	90.00
07/18/2013	37856	KETZLERS FLORIST	FLOWERS/JOHN SNELL DEATH	97.95
07/18/2013	37857	L E O R T C	LED FUNDS PA 302 SPRING TRAINING	794.07
07/18/2013	37858	LETAVIS ENTERPRISES INC.	VEH. WASHES JUNE 2013 32 @ 6.75	216.00
07/18/2013	37859	MCLAREN MEDICAL MANAGEMENT INC	NEW HIRE PYHSICAL EXAM	87.00
07/18/2013	37860	MLIVE MEDIA GROUP	SIDEWALK REPAIR BID AD	143.05
			PROFESSIONAL ENGINEERING BID AD	177.44
				320.49

07/18/2013	37861	MY-CAN LLC	PORT A JON RENTAL 7/8-8/13/13	520.00
07/18/2013	37862	SIMEN FIGURA & PARKER PLC	JUNE 2013 GENERAL/TRAFFIC/ORDIN	2,560.25
07/18/2013	37863	SPRINGBROOK EAST CONDO ASSOC	MOWING 6/15/13 LOTS LINDSEY & RUSSELL	130.44
			MOWING 7/13/13 LOTS LINDSEY & RUSSELL	130.44
				260.88
07/18/2013	37864	SWANK MOTION PICTURE INC.	DVD PIRATES BAND MISFITS/MOVIE 7/12/13	321.00
07/18/2013	37865	SWARTZ CREEK AREA FIRE DEPT.	JUNE 2013 MONTHLY RUNS	2,005.39
07/18/2013	37866	THAT AED GUY LLC	REPLACED AED BATTERY/CITY HALL	113.90
07/18/2013	37867	TUCKER CHRYSLER JEEP DODGE	REMOVE & REPLACE INTERIOR EQUIP 12-144	120.00
07/18/2013	37868	UNUM LIFE INSURANCE	AUG 2013 LIFE INS. SHANNON	10.35
07/18/2013	37869	SWARTZ CREEK AREA SENIOR CITZ.	2012 CDBG APRIL 3013 EXPENDITURES	192.60
			2012 CDBG MAY 2013 EXPENDITURES	197.60
			2012 CDBG JUNE 2013 EXPENDITURES	162.10
				552.30
07/25/2013	37870	AICPA	STATE & LOCAL GOVT 2013	60.83
07/25/2013	37871	AMERAPLAN INC	HEALTH BILLING FOR AUGUST 2013	254.25
07/25/2013	37872	ARROW UNIFORM RENTAL	MATS, SUPPLIES	27.50
			UNIFORMS, MATS, SUPPLIES, ENV.	91.97
				119.47
07/25/2013	37873	BETTY SHANNON	JULY-AUG 2013 PER CONTRACT REIMB	158.00
07/25/2013	37874	BLUE CARE NETWORK-EAST MI	AUG 2013 RETIREE MED INS KELLY	460.05
			AUG 2013 RETIREE MED INS PETRUCHA	1,058.11
			AUG 2013 RETIREE MED INS TYLER	460.05
			AUG 2013 RETIREE MED INS SHANNON	460.05
			AUGUST 2013 CLAIM TAX ASSESSMENT	157.52
				2,595.78
07/25/2013	37875	COMCAST BUSINESS	7/26-8/25/13 CITY HALL	278.75
07/25/2013	37876	DEANNA KORTH	ADVANCE FOR 8/6/13 ELECTION SUPPLIES	100.00
07/25/2013	37877	DENNIS MITCHELL	TRIMMING TREES (3) 7/10/13 WINSHALL PARK	450.00
07/25/2013	37878	GENERAL PARTS, INC.	SLIDE-ON TERMINALS (2)	3.99
			8 LED WORK LIGHTS (3)	22.47
				26.46
07/25/2013	37879	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES/RESIDENT (2)	800.00
07/25/2013	37880	LANDMARK APPRAISAL CO	ASSESSOR SERVICES JULY 2013	2,289.17
07/25/2013	37881	LEON BUNING	APRIL-JUNE 2013 ELEC INSPECTIONS	520.00
			JULY 1-JULY 18 2013 ELEC INSPECTIONS	120.00
				640.00
07/25/2013	37882	MICHIGAN MUNICIPAL LEAGUE	POOL RENEWAL PREMIUM 7/1/13-7/1/14	62,456.00
07/25/2013	37883	MICHIGAN PIPE AND VALVE	FIRE HYDRANT PARTS	120.81
07/25/2013	37884	SELF SERVE LUMBER CO.	TREATED LUMBER AND PLYWOOD	46.14
07/25/2013	37885	STATE OF MICHIGAN	LIC. PLATE TABS 05-168 (CHIEFS VEH)	13.00

			LIC PLATE TABS 05-649 (DET. VEH)	13.00
				26.00
07/25/2013	37886	STATE OF MICHIGAN DEPT TRANS	I69 RACEWY SIGNAL ENERGY 10/1/12-3/31/13	50.73
07/25/2013	37887	THE ESTATE OF JOHN SNELL	REFUND LIFE INS PREMIUM	25.25
07/25/2013	37888	THE TRUGREEN COMPANY	FLEA & TICK CONTROL/PAJTAS THEATER	125.00
07/25/2013	37889	UNITED METHODIST CHURCH -SW CK	ELECTION AUGUST 6, 2013	700.00
07/25/2013	37890	UNITED STATES TREASURY	QE 6/30/13 PCOR TAXES	31.00
07/25/2013	37891	VALLEY PETROLEUM	7/1-7/15/13 FUEL USAGE - DPW	691.56
07/25/2013	37892	VALLEY PETROLEUM	7/1-7/15/13 FUEL USAGE - POLICE	1,096.89

GEN TOTALS:

(1 Check Voided)

Total of 121 Disbursements: 386,165.83

DRAFT

CITY OF SWARTZ CREEK, MICHIGAN
MINUTES OF PLANNING COMMISSION –July 16, 2013

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF PLANNING COMMISSION MEETING
July 16, 2013**

Meeting called to order at 7:01 p.m. by Commissioner Stephens.

Pledge of Allegiance.

ROLL CALL:

Commissioners present: Krueger, Conner, Florence, Florine, Grimes, Hurt, Ridley, Stephens.

Commissioners absent: Bueche.

Staff present: Adam Zettel, Zoning Administrator.

Others present: Al Jory.

APPROVAL OF AGENDA:

Resolution No. 130716-01 (Carried)

Motion by Commissioner Hurt support by Commissioner Krueger, the Swartz Creek Planning Commission approves the agenda for the July 16, 2013 Planning Commission meeting as printed.

Motion declared carried.

APPROVAL OF MINUTES:

Resolution No. 130716-02 (Carried)

Motion by Commissioner Krueger support by Commissioner Florence the Swartz Creek Planning Commission approves the amended minutes for the May 7, 2013 Planning Commission meeting as presented.

Motion declared carried.

MEETING OPENED TO THE PUBLIC:

None.

DRAFT

CITY OF SWARTZ CREEK, MICHIGAN
MINUTES OF PLANNING COMMISSION –July 16, 2013

NEW BUSINESS:

Al Jory of J.O.B.O. LLC, made a brief presentation.

Resolution No. 130716-03

(Failed)

Motion by Commissioner Hurt, support by Commissioner Krueger, the Swartz Creek Planning Commission hereby recommends site plan approval for the amended mini storage proposal, as applied for in plans illustrated and sealed on June 3, 2013, to the Swartz Creek City Council with the following conditions:

1. Finish asphalt on Phase I before obtaining occupancy permit for Phase II.
2. Dispense with chain link fence on south side.
3. Correct dimensions on Note 7 of plans.

Resolution No. 130716-03b

(Carried)

Motion by Commissioner Hurt, support by Commissioner Krueger, the Swartz Creek Planning Commission hereby proposes amending resolution no. 130716-03 to include requiring a performance bond for paving all base coated areas within one year.

YES: Hurt, Ridley, Stephens, Krueger, Conner, Florence, Florine, Grimes.

NO: None. Motion Declared Carried.

Resolution No. 130716-03c

(Amended)

Motion by Commissioner Hurt, support by Commissioner Krueger, the Swartz Creek Planning Commission hereby recommends site plan approval for the amended mini storage proposal, as applied for in plans illustrated and sealed on June 3, 2013, to the Swartz Creek City Council with the following conditions:

1. No additional fencing is required beyond what is present on site.
2. Plan dimensions as illustrated, shall be used instead of Note #7 on sheet A1.
3. Finish asphalt cap on entire project before occupancy is granted for Building E.
4. Petitioner shall provide a performance bond to the City of Swartz Creek in an amount sufficient to pave all base coated areas within one year if not otherwise completed by petitioner.

DRAFT

CITY OF SWARTZ CREEK, MICHIGAN
MINUTES OF PLANNING COMMISSION –July 16, 2013

YES: Florence, Florine, Grimes, Hurt, Ridley, Stephens, Krueger,
Conner.

NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

None.

REMARKS BY PLANNING COMMISSION MEMBERS:

Commissioner Conner wanted it clarified that corrected drawings would still be brought in before the City Council Meeting. He was advised that Mr. Jory is expected to submit corrected drawings.

ADJOURNMENT:

Resolution No. 130716-04

(Carried)

The Swartz Creek Planning Commission adjourns the July 16, 2013
Planning Commission meeting.

Unanimous voice vote.

Motion declared carried.

Meeting adjourned at 8:14 p.m.

Paul Bueche,
Secretary

CITY OF SWARTZ CREEK PLANNING COMMISSION



MEETING OF JULY 16, 2013

**7PM IN THE SWARTZ CREEK
CITY COUNCIL CHAMBERS**

CITY OF SWARTZ CREEK
PLANNING COMMISSION
AGENDA
TUESDAY, JULY 16, 2013
7:00 P.M.

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. ROLL CALL: BUECHE, CONNER, FLORENCE, FLORINE, GRIMES, HURT,
KRUEGER, RIDLEY, STEPHENS.
4. APPROVAL OF AGENDA:
5. APPROVAL OF MINUTES:
6. MEETING OPENED TO PUBLIC (NON-PUBLIC HEARING ITEMS):
7. CORRESPONDENCE:
 - A. RESOLUTIONS
 - B. MINUTES: MAY 7, 2013
 - C. STAFF MEETING LETTER
 - D. ROWE REVIEW LETTER
 - E. APPLICATION AND PLANS FOR 4140 MORRISH ROAD (ATTACHED)
8. BUSINESS:
 - A. AMENDED SITE PLAN : 4140 MORRISH ROAD MINI-STORAGE
9. MEETING OPENED TO THE PUBLIC:
10. REMARKS BY PLANNING COMMISSION MEMBERS:
11. ADJOURNMENT:

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
PLANNING COMMISSION
RESOLUTIONS
TUESDAY, JULY 16, 2013
7:00 P.M.

RESOLUTION NO. 130716-__

(CARRIED/DENIED)

MOTION BY COMMISSIONER _____, SUPPORT BY COMMISSIONER _____, THE SWARTZ CREEK PLANNING COMMISSION APPROVES THE AGENDA FOR THE JULY 16, 2013 PLANNING COMMISSION MEETING.

YES: _____.

NO: _____. MOTION DECLARED CARRIED/DENIED.

RESOLUTION NO. 130507-__

(CARRIED/DENIED)

MOTION BY COMMISSIONER _____, SUPPORT BY COMMISSIONER _____, THE SWARTZ CREEK PLANNING COMMISSION APPROVES THE MINUTES FOR THE MAY 7, 2013 PLANNING COMMISSION MEETING.

YES: _____.

NO: _____. MOTION DECLARED CARRIED/DENIED.

RESOLUTION NO. 130507-__

(CARRIED/DENIED)

MOTION BY COMMISSIONER _____, SUPPORT BY COMMISSIONER _____, THE SWARTZ CREEK PLANNING COMMISSION HEREBY RECOMMENDS SITE PLAN APPROVAL FOR THE AMENDED MINI STORAGE PROPOSAL, AS APPLIED FOR IN PLANS ILLUSTRATED AND SEALED ON JUNE 3, 2013, TO THE SWARTZ CREEK CITY COUNCIL WITH THE FOLLOWING CONDITIONS:

1. _____
2. _____

YES: _____.

NO: _____. MOTION DECLARED CARRIED/DENIED.

RESOLUTION NO. 130507-__

(CARRIED/DENIED)

MOTION BY COMMISSIONER _____, SUPPORT BY COMMISSIONER _____, THE SWARTZ CREEK PLANNING COMMISSION ADJOURNS THE JULY 16, 2013 PLANNING COMMISSION MEETING.

YES: _____.
NO: _____. MOTION DECLARED CARRIED/DENIED.

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF PLANNING COMMISSION MEETING
May 7, 2013**

Meeting called to order at 7:03 p.m. by Commissioner Stephens.

Pledge of Allegiance.

ROLL CALL:

Commissioners present: Krueger, Bueche, Florence, Florine, Hurt, Ridley, Stephens.

Commissioners absent: Conner, Grimes.

Staff present: Adam Zettel, Zoning Administrator.

Others present: Francis Aragona, Bill Beckett, James Abbs, JJ Schmidt, Basil Andoni, Steve & Mary Carwile.

APPROVAL OF AGENDA:

Resolution No. 130507-01 (Carried)

Motion by Commissioner Hurt support by Commissioner Florence, the Swartz Creek Planning Commission approves the agenda for the May 7, 2013 Planning Commission meeting as printed.

Motion declared carried.

APPROVAL OF MINUTES:

Resolution No. 130507-02 (Carried)

Motion by Commissioner Hurt support by Commissioner Krueger the Swartz Creek Planning Commission approves the minutes for the March 5, 2013 Planning Commission meeting as presented.

Motion declared carried.

MEETING OPENED TO THE PUBLIC:

None.

NEW BUSINESS:

Resolution No. 130507-03

(Carried)

Motion by Commissioner Hurt, support by Commissioner Krueger, the Swartz Creek Planning Commission hereby recommends site plan approval for the Taco Bell, as applied illustrated in plans dated April 17, 2013, to the Swartz Creek City Council with the following conditions:

1. Approval of the drive thru special land use
2. Approval of the PUD Amendment pertaining to the plans dated April 18, 2013.

YES: Florence, Florine, Hurt, Ridley, Stephens, Krueger, Bueche.

NO: None. Motion Declared Carried.

Public Hearing: Taco Bell Drive Thru: 58-31-551-004

Adam Zettel explained that every drive thru approval requires a special land use approval.

Public Hearing Open:

Mary Carwile, 4325 Elms, stated that her issue is that Family Farm and Home has not put a fence up yet. Ms. Carwile stated that she notified Family Farm & Home immediately after they opened to let them know that a fence was needed. Ms. Carwile spoke about the amount of garbage that her husband has to pick up out of their yard daily. Ms. Carwile stated that she is worried that it will be a bigger issue when Taco Bell comes. Ms. Carwile stated that she wants the fence that they were promised and she would like it done right away.

Public Hearing Closed.

Resolution No. 130507-04

(Carried)

Motion by Commissioner Hurt, support by Commissioner Florine, the Swartz Creek Planning Commission hereby recommends approval for the Taco Bell special land use for a drive thru as illustrated in plans dated April 17, 2013, to the Swartz Creek City Council with the following conditions and waivers:

1. Waiver of a drive thru by-pass lane, as permitted by ordinance
2. Waiver of a traffic impact study, as permitted by ordinance
3. Waiver of the required parking (drive thru stacking spaces), as permitted by ordinance
4. Removal of the exit only access at the drive thru.
5. Removal of strips by drive thru entrance, "pork chop".

YES: Florine, Hurt, Ridley, Stephens, Krueger, Bueche, Florence.
NO: None. Motion Declared Carried.

Public Hearing: Elms & Miller PUD Amendment

Adam Zettel gave a brief explanation of what the PUD Amendment entails.

Public Hearing Open:

No public Comments.

Public Hearing Closed.

Resolution No. 130507-05

(Carried)

Motion by Commissioner Hurt, support by Commissioner Florine, the Swartz Creek Planning Commission hereby recommends approval of the Planned Unit Development Amendment for the South East corner of Miller and Elms Roads, as detailed in plans dated April 18, 2013, to the Swartz Creek City Council with the following conditions:

1. All signs shall comply with height, area, material, and other requirements of the zoning ordinance or be granted variances.
2. The sidewalk shall be designed and planned to connect to the Elms Road sidewalk.
3. "Adequate" privacy fence on the south lot line to separate the PUD from the residential area.

YES: Ridley, Stephens, Krueger, Bueche, Florence, Florine, Hurt.
NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

None.

REMARKS BY PLANNING COMMISSION MEMBERS:

Commissioner Florence stated that he feels that the site plan enforcement on Family Farm & Home has been poor.

Commissioner Stephens mentioned the possibility of changing the sign ordinance.

ADJOURNMENT:

Resolution No. 130507-06

(Carried)

The Swartz Creek Planning Commission adjourns the May 7, 2013
Planning Commission meeting.

Unanimous voice vote.

Motion declared carried.

Meeting adjourned at 10:06 p.m.

Paul Bueche,
Secretary



Adam Zettel, AICP

Zoning Administrator

zettelconsulting@gmail.com

Date: July 3, 2013

To: Planning Commissioners
From: Adam Zettel, AICP
RE: July 16, 2013 Planning Commission Meeting

Hello everyone,

We will be meeting at 7:00 p.m. on July 16, 2013, in the city council chambers. We have an amended site plan for the Aardvark mini-storage located at 4140 Morrish Road (PID 58-35-200-007).

The applicant is essentially petitioning to finish the site plan in accordance with previously submitted plans as amended to reflect build-out conditions on the site. The primary concern is the site was not built out in a timely manner, and this occurrence requires further review by the planning commission.

Based upon meeting minutes, this proposal has given the city fits in the past. The proposal appears to have been postponed and/or tabled numerous times during the initial application period in 2002. The plans were ultimately approved by the city council with the following resolutions:

Final Site Plan Approval – Morrish Road Mini-Storage

Resolution No. 030512-05 (Carried as amended by 030512-08)

Motion by Mayor Pro-Tem Christie,
Second by Councilmember Hurt,

The Swartz Creek City Council, under recommendation of the Swartz Creek City Planning Commission, approves the Final Site Plan for the Morrish Road Mini-Storage, Tax Description No. 58-35-200-007, with the following conditions:

1. All items to be addressed and approved administratively pursuant to LSL's letter dated May 5, 2003.

2. Colors as specified on TBS Sheet; trim and door colors to be cedar red, roof and wall to be classic beige, with masonry primarily great white with band of 100902B2, said band to be smooth.
3. Perimeter improvements, such as basin, fencing, and landscaping, be in place during calendar year 2003.
4. Two-year construction deadline commencing at the date of Council approval, at which time the project would need to be resubmitted for review by the City Planning Commission.

Alan Jory, developer for the project, was present and answered questions from Council.

Mayor Pro-Tem mentioned there was a construction deadline for the church on Seymour Road, and he would like a deadline for the mini-storage project as well.

Further discussion took place.

Resolution No. 030512-06

(Withdrawn)

Motion by Mayor Pro-Tem Christie,
Second by Councilmember Plumb,

The Swartz Creek City Council amend Resolution No. 030512-05 by the addition of a one-year construction deadline commencing at the time building permits are issued.

10537

Resolution No. 030512-07

(Amended by 030512-08)

Motion by Mayor Pro-Tem Christie,
Second by Councilmember Plumb,

The Swartz Creek City Council amend Resolution No. 030512-05 by the addition of a one-year construction deadline commencing at the date of Council approval, at which time the project would need to be resubmitted for review by the City Planning Commission.

Chairperson Hurt felt one year was too stringent.

Resolution No. 030512-08

(Carried)

Motion by Councilmember Porath,
Second by Councilmember Hurt,

The Swartz Creek City Council amends Resolution No. 030512-07 by modifying the one-year construction deadline to a two-year construction deadline commencing at the date of Council approval, at which time the project would need to be resubmitted for review by the City Planning Commission.

July 16, 2013
Planning Commission

YES: Abrams, Christie, Hurt, Plumb, Porath, Shumaker.
NO: None. Motion declared carried.

Restatement of motion by Mayor Abrams. (See Resolution No. 030512-05 above.)

* * *

As you can see, the construction timeline was of crucial importance to the council. Obviously, the build-out did not occur within the two year timeline (though the required site improvements for drainage did). This puts us where we are today, reviewing the remaining portions of the plans in accordance with the resolution of the city council.

I can keep this review brief because all components of a normal site plan review have already been completed and approved by the city in 2003. Since the site plan has been built in accordance with previously submitted plans, as amended, a high level of scrutiny has already been applied to this proposal. I do not see any reason why the build-out of the project should not be able to occur as applied for. The city's engineer concurs with this assessment as it relates to site drainage. Obviously, all other components such as ingress/egress, lighting, and building materials have already been approved and installed.

The only concern that the city still has is related to finalizing the build-out of the site. These types of projects tend to be 'phased in' by the developer and often receive their certificates of occupancy for partial occupation before the site is completed. This is obviously not intended to be the case, but that is exactly what occurred here. The city will simply need to take extra measures to ensure the completion of all proposed structures and illustrated site features before such a certificate is granted.

Summarily, I recommend approval of the site plans as submitted with the understanding that the petitioner is limited by the existing time constraints that exist in the zoning ordinance and building code concerning the validity of site plans (one year for vesting) and building permits (per the international building code).

That is all I have for you now. If you have any comments, questions, or concerns call my cell at 810.287.2147 or email me at zettelconsulting@gmail.com.



Adam H. Zettel, AICP
Zoning Administrator
City of Swartz Creek
zettelconsulting@gmail.com



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention. sm

June 18, 2013

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

RE: J.O.B.O. - Site Plan Review
Plans dated 06/04/13

Dear Mr. Bueche:

At the request of the city, we have conducted a drainage review for the above referenced property. The 4.5 acre parcel is situated north of I-69 and has public frontage on Morrish Road. This site plan was approved by the city in 2002. Construction that has been completed to date is consistent with the approved site plan. The proposed expansion will consist of the construction of storage units "D" and "E".

The proposed site drainage has been previously approved by our office as well as the Genesee County Drain Commissioner; therefore, we have no comments at this time regarding the storm sewer collection and detention system.

If you have any questions or require additional information, please contact our corporate office.

Sincerely,
ROWE Professional Services Company


Louis P. Fleury, P.E.
Project Manager

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DEVELOPMENT AGREEMENT
between
THE CITY OF SWARTZ CREEK
and
TACO BELL

THIS AGREEMENT Is made this ____ day of _____, 2013, by and between the CITY OF SWARTZ CREEK, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, MI 48473 (“City”) and **TACO BELL OF AMERICA, LLC, a Delaware limited liability company, with principal offices at 1 Glen Bell Way, MD 518, Irvine, CA 92618 (“Taco Bell”)**

WHEREAS, **Taco Bell** has proposed to develop a commercial retail restaurant in a Planned Unit Development known as the Elms-Miller Commercial Planned Unit Development (“PUD”) located at the southeast corner of Elms and Miller roads in the City of Swartz Creek; and

WHEREAS, the site on which **Taco Bell** plans to develop the restaurant is that property legally described in Exhibit “A” (**Taco Bell Site**); and

WHEREAS, the **Taco Bell** Restaurant site plan was approved by the City on May 13, 2013, inclusive of a Special Land Use permit allowing for a drive-thru take-out window and subsequent amendments to the Elms-Miller Commercial Planned Unit Development, as set forth in Exhibit “B”; and

WHEREAS, variances were granted by the Swartz Creek Zoning Board of Appeals on June 4, 2013, allowing for sign variances, as set forth in Exhibit “C”; and

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

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

NOW, THEREFORE, THE CITY AND TACO BELL AGREE AS FOLLOWS:

1. Definitions.

- A) “City” means the City of Swartz Creek, a Michigan Municipal Corporation with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473.
- B) “**Taco Bell**” means the retail Taco Bell restaurant & property, the construction of which

will take place on the Elms-Miller Commercial Planned Unit Development Site within the PUD and will be the second phase in the development of the PUD.

- C) "Taco Bell Site Plan" means that site plan for the Taco Bell Restaurant on the portion of the Elms-Miller Commercial Planned Unit Development property set forth in Exhibit "A", together with the amendments, conditions, stipulations and permits upon which the City's approval was based.
- D) "Taco Bell Special Land Use Permit" means that special land use permit for the Taco Bell Restaurant on the Taco Bell Site within the PUD as approved by the City, together with the conditions upon which the City's approval was based.
- E) "PUD" means the Elms-Miller Commercial Planned Unit Development, which was approved by the City on October 25, 2010 with amendments thereto approved on March 14, 2011 and May 13, 2013 together with the approved plans therefor, and the development of which is the subject of a separate agreement between the City and Basil G. Andoni and Hiam G. Andoni, said agreement dated March 14, 2011, a copy of which is attached as Exhibit "D" ("Andoni Development Agreement").

2. Conditions and Acknowledgments.

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

- a. The Taco Bell Site and the Taco Bell Restaurant shall be developed solely in the manner set forth in the Taco Bell Site Plan and in compliance with the Taco Bell Special Land Use Permit. Taco Bell shall not engage in, participate in, or assist in any activity to develop the Site or the Restaurant in any manner different from, or contrary to that described in the approved Final Site Plan and Special Land Use Permit unless appropriate changes are approved by the City in accordance with the procedures set forth in the City's Zoning Ordinance.
- b. The Taco Bell Restaurant and Site Plan shall meet the standards and requirements of the zoning ordinance of the City of Swartz Creek.
- c. As a condition for approval of the Taco Bell Site Plan and Special Land Use Permit, Taco Bell acknowledges that it has received a copy of that certain Reciprocal Easement, Roadway and Maintenance Agreement ("Reciprocal Easement") executed by Basil G Andoni and Hiam G. Andoni, husband and wife ("Andonis"), dated March 21, 2011 and attached hereto as Exhibit "D", by which the Andonis established, as grantors, an easement over the property comprising the PUD for the benefit of Family Farm & Home and any other subsequent owners and users of the Property. Further, Taco Bell acknowledges that the Reciprocal Easement grants to it and to any other fee owner, lessee or occupant of any part of the Property, the right, privilege and easement to use the land described in said reciprocal Easement for access, egress, parking, and storm drainage, all as more particularly described in the Reciprocal Easement. Along with acknowledging receipt of the Reciprocal Easement, Taco Bell agrees to abide by the terms and conditions of said easement as if it were a party thereto, and also agrees that the Reciprocal Easement

satisfactorily provides it with all of the access, egress and storm capacity required for the development of the Taco Bell Site and Restaurant within the PUD.

- d. The City agrees that, in the development of additional phases of the PUD, it will require the same acknowledgment of and agreement to the terms of the Reciprocal Easement on the part of other landowners, tenants and users seeking zoning approval for such further phases.
- e. Taco Bell has been granted certain approvals, conditions and variances by the City for signs located off premises of the Taco Bell Site, within the Elms-Miller Commercial Planned Unit Development. Taco Bell agrees to maintain and manage all such signs and further, that such approvals and variances are conditioned upon Taco Bell allowing the co-location of other businesses and/or tenants that are located, or will locate within the Elms-Miller Commercial Planned Unit Development.

3. Survey.

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

4. Further Approvals.

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

- A. Approval of the project plans by the City Engineer;
- B. Issuance of a grading permit by the City, if required; and
- C. Any other permits required by the County of Genesee and/or the State of Michigan.

7. Development Activities.

A) Erosion control.

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

B) Dust control.

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

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

Taco Bell shall conduct all of its activities in connection with the construction of

the Project so as not to cause sand, gravel, dirt, clay, mud or construction materials of any kind to be deposited on any public street, sidewalk or right-of-way. Taco Bell shall remove any sand, gravel, dirt, clay, mud or construction materials of any kind which it may have caused to be deposited on any public street, sidewalk or right-of-way. If Taco Bell fails to do so within 48 hours of receipt of written notice, the City may remove such sand, gravel, dirt, clay, mud or construction materials and Taco Bell shall pay the cost incurred by the City in doing so.

D) Environmental safety.

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

E) Public safety.

Taco Bell shall conduct all construction covered by this Agreement in a safe manner so as not to cause any threat to the health and safety of the public.

F. Worker Safety.

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

G) Toilet facilities.

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

8. Default.

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

9. "Taco Bell" Is All Inclusive.

Whenever a duty or obligation is imposed upon Taco Bell by this Agreement or the Taco Bell Site Plan or the Taco Bell Special Land Use Permit, or Taco Bell is prohibited from taking any action under this Agreement or the Taco Bell Site Plan or the Taco Bell Special Land Use Permit, such duty, obligation or prohibition shall equally apply to any contractor,

subcontractor, officer, agent, employee, assignee or successor in interest or any other person or entity performing activities on the project under the direction and control of, at the request of, under contract with, or in succession of Taco Bell.

10. Notices.

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

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

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

If to Taco Bell:

Taco Bell of America, LLC
1 Glen Bell Way, MD 518
Irvine, CA 92618
Attention: Real Estate Legal Department

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

11. Term.

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

12. Applicable law.

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

13. Severability.

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

14. Entire Agreement.

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

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

TACO BELL OF AMERICA, LLC

CITY OF SWARTZ CREEK

David Krueger, Mayor

Juanita Aguilar, Clerk

Approved as to form:

Michael Gildner
City Attorney

EXHIBIT “A”

Legal Description

EXHIBIT “B”

Site Plan, Special Land Use & PUD Approvals

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 5/13/2013
“Excerpts”**

Taco Bell, Final Site Plan Approval

Resolution No. 130513-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Hurt

I Move the City of Swartz Creek accept the recommendation of the Swartz Creek Planning Commission and approve the final site plan for the construction of a Taco Bell Restaurant, as applied for and illustrated in plans submitted to the City and dated April 17, 2013, with the following conditions:

1. Approval of the drive thru special land use
2. Approval of the PUD Amendment pertaining to the plans dated April 18, 2013.
3. Enter into a Development Agreement with the City.

YES: Shumaker, Abrams, Gilbert, Hurt, Krueger,
NO: Hicks. Motion Declared Carried.

Bill Beckett from WT Development Co. made a brief presentation in regards to Special Land Use Permit and responded to questions regarding it.

TACO BELL, SPECIAL LAND USE PERMIT, DRIVE THROUGH WINDOW, TAX ID #58-31-551-004 (Portion Thereof)

Resolution No. 130513-06

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Shumaker

I Move the City of Swartz Creek accept the recommendation of the Swartz Creek Planning Commission and approve the Taco Bell Restaurant’s special land use for a drive thru take out window as illustrated in plans submitted to the City and dated April 17, 2013, with the following conditions and waivers:

1. Waiver of a drive thru by-pass lane, as permitted by ordinance
2. Waiver of a traffic impact study, as permitted by ordinance
3. Waiver of the required parking (drive thru stacking spaces), as permitted by ordinance

4. Removal of the exit only access at the drive thru.
5. Removal of strips by drive thru entrance, "pork chop".

YES: Shumaker, Abrams, Gilbert, Hurt, Krueger,
NO: Hicks. Motion Declared Carried.

ELMS-MILLER PDD-PUD AMENDMENT, TAX ID #58-31-551-004

Resolution No. 130513-07A

(Failed)

Motion by Mayor Pro Tem Abrams
Second by Councilmember Hurt

I Move the City of Swartz Creek accept the recommendation of the Swartz Creek Planning Commission and approve a Planned Unit Development Amendment for the South East corner of Miller and Elms Roads, as detailed in plans submitted to the City and dated April 18, 2013, with the following conditions:

1. All signs shall comply with height, area, material, and other requirements of the zoning ordinance or be granted variances.
2. The sidewalk shall be designed and planned to connect to the Elms Road sidewalk.
3. "Adequate" privacy fence on the south lot line to separate the PUD from the residential area.

Resolution No. 130513-07B

(Carried)

Motion by Councilmember Hurt
Second by Mayor Pro Tem Abrams

I Move the City of Swartz Creek to amend item number two to state
"The sidewalk shall be designed and planned to connect to the crossing at the corner of Elms and Miller and the planned sidewalk on south Elms Rd will be eliminated . "

YES: Abrams, Gilbert, Hurt, Krueger, Shumaker.
NO: Hicks. Motion Declared Carried.

Resolution No. 130513-07C

(Amended)

I Move the City of Swartz Creek accept the recommendation of the Swartz Creek Planning Commission and approve a Planned Unit Development Amendment for the South East corner of Miller and Elms Roads, as detailed in plans submitted to the City and dated April 18, 2013, with the following conditions:

1. All signs shall comply with height, area, material, and other requirements of the zoning ordinance or be granted variances.
2. The sidewalk shall be designed and planned to connect to the crossing at the corner of Elms and Miller and the planned sidewalk on south Elms Rd. will be eliminated.
3. "Adequate" privacy fence on the south lot line to separate the PUD from the residential area.

YES: Gilbert, Hurt, Krueger, Shumaker, Abrams.
NO: Hicks. Motion Declared Carried.

EXHIBIT "C"

Zoning Board of Appeals Waivers

CITY OF SWARTZ CREEK, MICHIGAN
MINUTES OF ZONING BOARD OF APPEALS – June 4, 2013, Excerpts

Variance Application

Bill Beckett, representing Taco Bell, explained their petition.

City Manager Bueche gave the Board a brief history of the project.

Adam Zettel explained his findings to the Board.

Resolution No. 130604-03

(Carried)

Motion by Boardmember Porath,
Second by Boardmember Packer

The Swartz Creek Zoning Board of Appeals makes the following findings in relation to the variance application for 4301 Elms Road:

1. The site is unique because its sole drive is from Elms Road to the west, its frontage is along Miller Road, and its primary vantage point is on I-69 to the east.
2. The interstate is elevated at this location, making the permitted pylon sign height up to 25' higher.
3. A pylon sign of 60' in height would be very difficult to construct of masonry materials.
4. The chart reflecting distances from the right-of-way in section 21.1 should apply to the pylon sign proposed at this location.
5. The tree line creates visibility problems about 50 feet in height for the pylon.
6. The colors of the sign tend to blend in with the forestry in the background.

YES: Porath, Schultz, Smith, Stephens, Packer.
NO: None. Motion Declared Carried.

Resolution No. 130604-04a

(Withdrawn)

Motion by Boardmember Stephens
Second by Boardmember Smith

The Swartz Creek Zoning Board of Appeals approves/denies the monument sign variance request with the following conditions:

1. _____
2. _____

Discussion Took Place.

Resolution No. 130604-05

(Carried)

Motion by Boardmember Packer
Second by Boardmember Stephens

The Swartz Creek Zoning Board of Appeals approves the variance request for additional wall signs as proposed with the following conditions:

No extra conditions.

YES: Schultz, Smith, Stephens, Packer, Porath.

NO: None. Motion Declared Carried.

Applicant verbally requested the removal of variance 130604-04

Resolution No. 130604-06

(Carried)

Motion by Boardmember Smith
Second by Boardmember Porath

The Swartz Creek Zoning Board of Appeals approves the variance request for pylon sign changes as proposed with the following conditions:

1. 140 square feet in area maximum.

YES: Smith, Stephens, Packer, Porath, Schultz.

NO:None. Motion Declared Carried.

EXHIBIT “D”

Andoni PUD Development Agreement & Reciprocating Easement

M & M Pavement Marking

PO Box 530
Grand Blanc, MI 48480

Estimate

Date	Estimate #
8/2/2013	1030

Name / Address
City of Swartz Creek 8083 Civic Drive Swartz Creek, MI 48473-1377

Project

Description	Qty	Rate	Total
4" Solid Yellow	63,260	0.043	2,720.18
4" Skip Yellow	3,294	0.05	264.70
4" Solid White - Lane Lines	1,055	0.041	43.26
4" Skip White	1,748	0.06	104.88
4" Solid White - Edge Lines	33,558	0.041	1,375.88
Total			\$4,508.90

Phone #	810-695-4833
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MAIN OFFICE
1965 Barrett Drive
Troy, MI 48064-5372
PHONE 248-362-2130
FAX 248-362-4969

DATE: JULY 30, 2013
TO: CITY OF SWARTZ CREEK
ATTN: TOM SURCEK

CITY STREETS STRIPING
CITY OF SWARTZ CREEK

DESCRIPTION	PLAN QUANTITY	PRICE	EXTENSION
<u>Pavement Markings</u>			
Waterborne, 4" White	41,369.00 LFT	\$0.080	\$3,309.52
Waterborne, 4" Yellow	76,692.00 LFT	\$0.085	\$6,518.82
		TOTAL	\$9,828.34

NOTE:
ALL WORK WILL BE IN ACCORDANCE WITH MICHIGAN D.O.T. SPECIFICATIONS.

SINCERELY,
P.K. CONTRACTING, INC.

DAVE MORIARTY
ESTIMATOR

Swartz Creek Street Striping



C & H Construction Co. Inc.

9215 WEST GRAND-BLANC RD. GAINES, MI 48436

(810) 635-9411 DAY OR NIGHT

August 5, 2013

To : City of Swartz Creek , DPW
8083 Civic Drive
Swartz Creek , Michigan 48473

Re : Fairchild Street Storm Sewer Replacement
Emergency Repair do to pipe failure under
center line of roadway.

Attn: Thomas Svrcek , Director of Public Work.

Description of Operations	Qty.
1. Sawcutting existing asphalt pavement	116' Lin.Ft.
2. Demolition with Breaker , Removal and Disposal off site , shipped to Mackenize Crushing.	552 Sq.Ft.
3. Excavation and Removal of existing failed piping that had collapsed under roadway including a hand built 18" Dia. Basin found 2.8 feet below top of pavement.	38' Lin.Ft.
4. Installation of new SDR-26 PVC Storm Sewer run from existing curb inlet basin east side to west side curb basin .	38' Lin.Ft.
5. Cleaning and Plastering existing Catch Basins.	2 Each
6. 21AA Crushed Stone Mix hauled in.	22 Yds.
7. 6AA RCA Crushed Stone Mix hauled in. (Bedding)	10 Yds.
8. 4" Corrugated Tile w/ Sock run from existing 5" Tile in center of road east to 4' Dia. Curb Inlet located between 5111 and 5121 Fairchild Street.	24' Lin.Ft.
9. Traffic Control	Lump Sum
10. Trucking soils off site and cleanup.	Lump Sum

(Started 7:00 A.M. To 7:30 P.M.)

To be completed Asphalt Replacement as follows. 552 Sq.Ft.

Match Like in Kind , 9" Depth as found.

Asphalt Cross Section 6" 500C Base
3" 1100 T Topping w/ Tack Coating

To be installed.

Approximate Total : 11,450.00

Sincerely

Michael Casto vp
C & H Construction Company , Inc.

June 25, 2013

Mr. Paul Bueche, City Manager
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473-1377

Dear Mr. Bueche:

We continue to be complimented by your selection of our firm to assist you. We are sending this letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, to confirm our understanding of the nature, limitations, and terms of the services we will provide to City of Swartz Creek.

Scope of Services

We will audit City of Swartz Creek's financial statements as of and for the year ended June 30, 2013. In addition, the other supplemental information accompanying the financial statements, consisting of the nonmajor governmental funds combining balance sheet, nonmajor governmental funds combining statement of revenue, expenditures, and changes in fund balances, and the fiduciary funds statement of assets and liabilities, will be subjected to the auditing procedures applied in our audit of the financial statements.

In connection with our audit engagement, we will assist you in drafting your financial statements, other supplemental information, and related notes. This assistance is considered a non-audit service; you agree to the contemporaneous provision of these audit and non-audit services. If you require any additional services, including accounting, consulting, or tax assistance, those services will be detailed in a separate engagement letter.

Timing of Services

We expect to begin fieldwork for this engagement at your offices on September 9, 2013. We anticipate that our on-site audit work will end September 20, 2013 and that our report will be issued by November 30, 2013.

Fees and Payment Terms

Our fee for this financial audit engagement will be based on the value of the services provided, which is primarily a function of the time that Plane & Moran staff expend at our standard hours rates. Our fee for this engagement will be \$20,825 based on the contract signed between the City and Plante Moran in 2011.

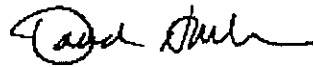
Invoices for audit services will be rendered to reflect this payment schedule. Invoices for other services and out-of-pocket costs will be rendered as services are provided and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Sincerely yours,

PLANTE & MORAN, PLLC



Tadd Harburn, CPA
Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between City of Swartz Creek and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

City of Swartz Creek

Mr. Paul Bueche

Date

Title

Professional Services Agreement – Audit Services Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for audit services dated June 25, 2013 between Plante & Moran, PLLC (referred to herein as "PM") and City of Swartz Creek (referred to herein as City of Swartz Creek").

1. **Financial Statements** – The financial statements of City of Swartz Creek being audited by PM are to be presented in accordance with accounting principles generally accepted in the United States of America (GAAP).
2. **Management Responsibilities** – City of Swartz Creek management is responsible for the preparation and fair presentation of these financial statements in accordance with the applicable financial reporting framework, including compliance with the requirements of accounting principles generally accepted in the United States of America and the completeness and accuracy of the information presented and disclosed therein. Management is also responsible for the capability and integrity of City of Swartz Creek personnel responsible for City of Swartz Creek's underlying accounting and financial records.

City of Swartz Creek personnel will provide PM, in a timely and orderly manner, with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and additional information that the auditor may request from management for the purpose of the audit. This includes providing assistance and information PM requests during the course of its audit, including retrieval of records and preparation of schedules, analyses of accounts, and confirmations. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and oral requests as necessary during the course of PM's audit. In addition, City of Swartz Creek will provide PM with all information in its possession that has a material impact on any material transaction and that information will be complete, truthful, and accurate. City of Swartz Creek will allow PM unrestricted access to personnel within the company from whom PM determines it necessary to obtain audit evidence.

Management is responsible for making all management decisions and performing all management functions relating to the financial statements, supplementary financial information, and related notes and for accepting full responsibility for such decisions, even if PM provides advice as to the application of accounting principles or assists in drafting the financial statements, supplementary financial information, and related notes. City of Swartz Creek has designated Mr. Paul Bueche to oversee financial statement related services PM provides. Management will be required to acknowledge in the management representation letter that it has reviewed and approved the financial statements, supplementary financial information, and related notes prior to their issuance and have accepted responsibility for the adequacy of the financial statements.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing PM about all known or suspected fraud affecting the company involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing PM of its knowledge of any allegations of fraud or suspected fraud affecting the company received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

3. **Objective of an Audit of Financial Statements** – The objective of PM's audit is the expression of an opinion on the City of Swartz Creek financial statements specified in the accompanying engagement letter. PM offers no guarantee, express or implied, that its opinion will be unqualified or that it will be able to form an opinion about these financial statements in the event that City of Swartz Creek's internal controls or accounting and financial records prove to be unreliable or otherwise not auditable. If PM's opinion is to be other than unqualified, PM will discuss the reasons with City of Swartz Creek management in advance of the issuance of its audit report. If, for any reason, PM is prevented from completing its audit or is unable to form an opinion on these financial statements, PM may terminate the engagement and decline to issue a report.
4. **Supplementary Information** – In any document that contains supplementary information to the basic financial statements that indicates that the auditor has reported on such supplementary information, management agrees to include the auditor's report on that supplementary information. In addition, management agrees to present the supplementary information with the audited financial statements or to make the audited financial statements readily available no later than the date of issuance by City of Swartz Creek of the supplementary information and the auditor's report thereon.
5. **Internal Controls** – City of Swartz Creek is responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including controls established for the purpose of preventing or detecting errors in financial reporting, preventing fraud or misappropriation of assets, and identifying and

complying with applicable laws and regulations. PM, in making its risk assessments, will consider internal control relevant to City of Swartz Creek's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. PM's audit will not be designed to provide assurance on the design or operating effectiveness of City of Swartz Creek's internal controls or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the audit of the financial statements, instances of fraud, or misappropriation of assets that come to PM's attention.

6. **Audit Procedures and Limitations** – PM's audit will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and will include examination, on a test basis, of evidence supporting the amounts and disclosures in the City of Swartz Creek financial statements specified in this engagement letter. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. An audit in accordance with GAAS involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, PM's audit can only be designed to provide reasonable rather than absolute assurance that these financial statements are free from material misstatement. In addition, an audit in accordance with GAAS is not designed to detect errors or fraud that are immaterial to the financial statements. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected always exists, even in an audit properly planned and performed in accordance with GAAS. In recognition of these limitations, City of Swartz Creek acknowledges that PM's audit cannot guarantee that all instances of error or fraud will be identified.
7. **Auditor Communications** – PM is obligated to communicate certain matters related to the audit to those responsible for governance of City of Swartz Creek, including instances of error or fraud and significant deficiencies and material weaknesses in internal control that PM identifies during its audit. PM will communicate these matters to the members of City of Swartz Creek's governing board, and City of Swartz Creek acknowledges and agrees that communication in this manner is sufficient for City of Swartz Creek's purposes.
8. **Accounting and Financial Records** – City of Swartz Creek agrees that it is responsible for providing PM with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of GAAP, for providing schedules and analyses of accounts that PM requests, and for making all City of Swartz Creek financial records and related information available to PM for purposes of PM's audit. Where PM has provided estimates of the timing of its work and completion of PM's engagement and issuance of PM's report, those estimates are dependent on City of Swartz Creek providing PM with all such accounting and financial records, schedules, and analyses on the date PM's work commences. PM will assess the condition of City of Swartz Creek's accounting and financial records, schedules, and analyses of accounts prior to commencing its work. In the event that such records, schedules, and analyses are not closed, complete, accurate, or in conformity with GAAP, PM may have to reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its audit report.

In any circumstance where PM's work is rescheduled due to City of Swartz Creek's failure to provide information as described in the preceding paragraph, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of the audit work or issuance of its audit report. Because rescheduling audit work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for the additional time PM incurs as a result of rescheduling its work. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

9. **Audit Adjustments** – PM will recommend adjustments to City of Swartz Creek's accounting records that PM believes are appropriate. City of Swartz Creek management is responsible for adjusting City of Swartz Creek accounting records and financial statements to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments identified during PM's audit are immaterial, both individually and in the aggregate, to the City of Swartz Creek financial statements specified in this agreement.
10. **Management Representations** – City of Swartz Creek is responsible for the financial statements being audited and the implicit and explicit representations and assertions regarding the recognition, measurement, presentation, and disclosure of information therein. During the course of the audit, PM will request information and explanations from City of Swartz Creek officers, management and other personnel regarding accounting and financial matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. PM will also require that management make certain representations to PM in writing as a precondition to issuance of PM's report.

PM's audit procedures will be significantly affected by the representations and assertions PM receives from management and, accordingly, false representations could cause material error or fraud to go undetected by PM's procedures. Accordingly, City of Swartz Creek acknowledges and agrees that it will instruct each person

providing information, explanations, or representations to an auditor to provide true and complete information, to the best of his or her knowledge and belief. It is also agreed that any deliberate misrepresentation by any director, officer or member of management, or any other person acting under the direction thereof ("Client Personnel"), intended to influence, coerce, manipulate, or mislead PM in the conduct of its audit of the financial statements will be considered a material breach of this agreement. In addition, as a condition of its audit engagement, City of Swartz Creek agrees to indemnify and hold PM and its partners, affiliates, and employees harmless from any and all claims, including associated attorneys' fees and costs, based on PM's failure to detect material misstatements in City of Swartz Creek financial statements resulting in whole or in part from deliberate false or misleading representations, whether oral or written, made to PM by Client Personnel. This indemnity will be inoperative only if, and to the extent that, a court having competent jurisdiction has determined that PM failed to conduct its audit in accordance with generally accepted auditing standards and such failure resulted in PM not determining such misrepresentation by Client Personnel was false.

11. **Use of Report** – PM's report on the financial statements must be associated only with the financial statements that were the subject of PM's audit engagement. City of Swartz Creek may make copies of the audit report, but only if the entire financial statements (including related footnotes and supplemental information, as appropriate) are reproduced and distributed with that report. City of Swartz Creek agrees not to reproduce or associate PM's audit report with any other financial statements, or portions thereof, that are not the subject of this engagement.

If PM's report on the financial statements being audited is to be published in any manner or if City of Swartz Creek intends to make reference to PM in a publication of any type, City of Swartz Creek agrees to submit proofs of the publication to PM for review prior to such publication and cooperate with PM in PM's performance of any additional audit procedures PM deems necessary in the circumstances, the nature and extent of which will be at PM's sole discretion. City of Swartz Creek acknowledges and agrees that additional fees for such work will be determined in accordance with the Fee Adjustments provision of this agreement. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on City of Swartz Creek's Internet website, City of Swartz Creek understands that electronic sites are a means to distribute information and, therefore, PM is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

12. **Securities Offerings** – PM's audit does not contemplate, and does not include, any services in connection with any offering of securities, whether registered or exempt from registration. In the event City of Swartz Creek elects to incorporate or make reference to PM's report in connection with any offering of debt or equity securities and request PM's consent to such incorporation or reference, City of Swartz Creek understands that PM must perform additional procedures, the nature and extent of which will be at PM's sole discretion, and agrees that additional fees for such work will be determined based on the actual time that PM staff expend at current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.
13. **Tax Return Preparation** – This engagement does not include preparation of any tax returns or filings. If City of Swartz Creek requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.
14. **Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of City of Swartz Creek, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to City of Swartz Creek, and PM will not use such information for any purpose other than its audit or disclose such information to any other person or entity without the prior written consent of City of Swartz Creek.

In some circumstances, PM may use third-party service providers to assist with PM's audit services. PM will inform City of Swartz Creek if it intends to use a third-party service provider. In order to enable these service providers to assist PM in this capacity, PM must disclose information to these service providers that is relevant to the services they provide. Disclosure of such information shall not constitute a breach of the provisions of this agreement.

In the interest of facilitating PM's services to City of Swartz Creek, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other method. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, City of Swartz Creek recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consent to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both City of Swartz Creek and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform City of Swartz Creek in a timely manner of such request and to cooperate with City of Swartz Creek should it attempt, at City of Swartz Creek's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to City of Swartz Creek as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

Both City of Swartz Creek and PM acknowledge that upon completion of the audit PM is required to send an electronic copy of City of Swartz Creek's financial report, PM's official letter of comments and recommendations, and auditing procedures report directly to the State of Michigan pursuant to Michigan Department of Treasury Regulations. City of Swartz Creek authorizes and directs PM to provide such information and disclosure of such information shall not constitute a breach of the provisions of this agreement.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon City of Swartz Creek's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. City of Swartz Creek acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

15. Fee Quotes – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on information provided by City of Swartz Creek regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and the design and operating effectiveness of its internal controls. City of Swartz Creek acknowledges that the following circumstances will result in an increase in fees:

- Failure by City of Swartz Creek to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure by City of Swartz Creek to complete the audit preparation work by the applicable due dates;
- Significant unanticipated or undisclosed transactions, audit issues, or other such unforeseeable circumstances;
- Delays by City of Swartz Creek causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances, or report disclosures that impact the current year engagement;
- An excessive number of audit adjustments.

PM will endeavor to advise City of Swartz Creek in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

16. Payment Terms – PM's invoices for audit services are due on the agreed-upon dates. Other invoices are due upon receipt. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's audit work or issuance of PM's audit report upon resumption of PM's work. City of Swartz Creek agrees that in the event PM stops work or terminates this Agreement as a result of City of Swartz Creek's failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

17. **Fee Adjustments** – Any fee adjustments for reasons described elsewhere in this agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. City of Swartz Creek acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.
18. **Subsequent Discovery of Facts** – After the date of PM's report on the financial statements, PM has no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the audited financial statements covered by PM's report, unless new information that may affect the report comes to PM's attention. If PM becomes aware of information that relates to these financial statements but was not known to PM at the date of its report, and that is of such a nature and from such a source that PM would have investigated it had it come to PM's attention during the course of the audit, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's report. In this connection, PM will discuss the matter with City of Swartz Creek and request cooperation in whatever investigation and modification of the financial statements that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expend at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and City of Swartz Creek acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.
19. **Termination of Engagement** – This agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. City of Swartz Creek will be obligated to compensate PM for all time expended and to reimburse PM for all out-of-pocket expenditures through the date of termination of this engagement.
20. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

End of Professional Services Agreement – Audit Services



July 17, 2013

City of Swartz Creek
8080 Civic Dr.
Swartz Creek MI 48473

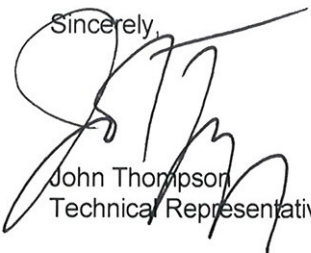
Attn: Mr. Tom Svrcek
Re: Rehabilitation of Winshall Drive Sewer

As discussed, we have completed the rehabilitation of the sanitary sewer located between Mh126 and Mh 140 as well as the cleaning and inspection of the sewer between Mh148 to 139 and Mh 150 to Mh146 in the rear yard of Winshall Dr. The attached are the invoices for the work completed that due to the delays associated with the open cut repairs spanned over 13 months. Please note that the project total is \$22,722.50 above the original estimate due to the actual field quantities being greater than those shown on the drawings (sewer being 209ft longer, 23 additional laterals to reinstate). In addition to these variances in quantity, we were required to perform the cleaning of the sewers a second time due to the open cut repairs and the length of time between the original pipe preparation and liner installation.

To date we have received payment of \$17,038.50 and therefore have an outstanding amount of \$88,176.50 due for work completed prior to February 28th, 2013.

If you require additional information or have any questions with respect to the work completed please feel free to contact me directly. We look forward to continuing to work with you and the City in their efforts to maintain the aging underground infrastructure.

Sincerely,



John Thompson
Technical Representative



INVOICE

"Do What's Right"

28529 Goddard Rd. Suite #106
Romulus, Michigan 48174
Phone (734) 955-2508 Fax (734) 955-2504

DATE: February 28, 2013
INVOICE # US1471

BILL TO:
Swartz Creek
8080 Civic Dr.
Swartz Creek, Michigan 48473
Attn: Accounts Payable

FOR: Winshall Dr. Lining

DESCRIPTION	UNIT	UNIT PRICE	AMOUNT
February 2013 - CIPP Lining			\$ -
Full Length Lining Prep:			
Don Shenk/Winshall Easement - High Pressure Water Jet Cleaning	1495	3.25	4,858.75
Don Shenk/Winshall Easement - CCTV	571	1.25	713.75
Don Shenk/Winshall Easement - Calcite Reaming (Light)	571	4.00	2,284.00
Full Length Lining:			
8" CIPP Lining	1495	36.00	53,820.00
Lateral Reinstatement	53.00	500.00	26,500.00
SUBTOTAL			\$ 88,176.50
OTHER			
TOTAL			\$ 88,176.50

Make all checks payable to **Liqui-Force Services (USA) Inc.**
Total due in 30 days. Overdue accounts subject to a service charge of 1% per month.

LIQUI-FORCE THANKS YOU FOR YOUR BUSINESS!



INVOICE

"Do What's Right"

28529 Goddard Rd. Suite #106
Romulus, Michigan 48174
Phone (734) 955-2508 Fax (734) 955-2504

DATE: January 31, 2012
INVOICE # US1335

BILL TO:
Swartz Creek
8080 Civic Dr.
Swartz Creek, Michigan 48473
Attn: Accounts Payable

FOR: Winshall Dr. Lining,
CCTV & Clean / Rehab

*PAID IN
Full*

DESCRIPTION	UNIT	UNIT PRICE	AMOUNT
January 2012 - CCTV & Clean & Rehab Work Performed			\$ -
Full Length Lining Prep:			
Don Shenk/Winshall Easement - High Pressure Water Jet Cleaning	924.00	3.25	3,003.00
Don Shenk/Winshall Easement - CCTV	924.00	1.25	1,155.00
Don Shenk/Winshall Easement - Calcite Reaming (Light)	924.00	4.00	3,696.00
CCTV & Clean (Rehab Assessment):			
Don Shenk/Winshall Easement - High Pressure Water Jet Cleaning	2041.00	3.25	6,633.25
Don Shenk/Winshall Easement - CCTV	2041.00	1.25	2,551.25
SUBTOTAL			\$ 17,038.50
OTHER			
TOTAL			\$ 17,038.50

Make all checks payable to **Liqui-Force Services (USA) Inc.**
Total due in 30 days. Overdue accounts subject to a service charge of 1% per month.

LIQUI-FORCE THANKS YOU FOR YOUR BUSINESS!

Appropriation, Phase IV Sanitary Sewer Rehabilitation

Resolution No. 110725-07

(Carried)

Motion by Councilmember Porath
Second by Councilmember Hurt

WHEREAS, the City of Swartz Creek has a continuing sanitary sewer rehabilitation program which incorporates TV video, jetting and relining of the system in phase increments, the work having been bid and awarded to Liqui-Force on March 8, 2008, such rehabilitation reducing infiltration, inflow and vastly extending the useful life; and

WHEREAS, the City has completed three phases of the work and is prepared to begin Phase IV, Phase III approved for work on December 7, 2009 with the work completed in the spring of 2010, resolution for approval as follows:

Appropriation, Phase III Sewer Rehabilitation Program

Resolution No. 091207-04
(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

WHEREAS, *the City is charged with preserving the health, safety, and welfare of its residents, and consummate to this, provides public utilities inclusive of a sanitary sewer system; and*

WHEREAS, *the city's sanitary sewer system is 50+ years of age and although still quite functional, is in need of maintenance and repair in order to extend and renew its longevity; and*

WHEREAS, *the staff, in consultation with its engineer's, have developed a plan to reline the existing sewer extending the life indefinitely, and further, have assigned a priority based on age and maintenance records, being the sections within the Winchester Village Subdivision, a section of which has already been completed; and*

WHEREAS, *the City's Engineer and Staff developed specifications and let the project for bid, based on unit costs, the low bidder being Liqui-Force, of Romulus Michigan, bid being awarded by the City Council on March 8, 2008; and*

WHEREAS, *on October 13, 2008, the City appropriated an amount not to exceed \$220,000 for Phase II Sanitary Sewer Rehabilitation, Manhole #166-164 Oxford/Oakview, Manhole #172-163 Daval/Helmsley, Manhole #13-17 Greenleaf/Durwood, Manhole #41-36 Durwood Drive; and*

WHEREAS, Manhole #166-164 Oxford/Oakview was bumped from Phase II to Phase III due to unanticipated costs after televising within the lines; and

WHEREAS, the Staff and City Engineer has identified a section of sanitary sewer within the Winchester Village Subdivision to be done in this phase, Phase III, being Manhole #166-164 Oxford/Oakview (\$37,596), and Manhole #44-41 Seymour Road (\$32,433), total for this work is \$70,029.

NOW, THEREFORE, I Move the City of Swartz Creek approve Phase III of the City's Sanitary Sewer Rehabilitation Program and appropriate an amount not to exceed \$70,029 plus 15% contingency, from the Sewer Fund 590, to Liqui-Force, for the rehabilitation of Manhole #166-164 Oxford/Oakview, and Manhole #44-41 Seymour Road, in accordance with the bid specification and award adopted by the City on March 8, 2008, and further, direct the Staff and City Engineer to prepare all necessary paperwork as specified in the bid documents.

BE IT FURTHER RESOLVED, that the City Council directs the Mayor and City Clerk to execute all necessary documents and contracts in accordance with the specifications as adopted by the City at the March 8 2008 Regular Council Meeting.

Discussion Took Place.

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

NO: None. Motion Declared Carried.

WHEREAS, the City Engineer and Staff have identified the next most critical area, being the re-lining of Manholes 126 to 140 on Winshall Drive, and the jetting and video of Manholes 140 to 150 on Winshall; and

WHEREAS, the engineers calculations of cost for such work, using time, materials and unit costs from the bid returns is \$82,492.50.

NOW, THEREFORE, I Move the City of Swartz Creek approve Phase IV of the City's Sanitary Sewer Re-Habilitation Program, being the re-lining of Manholes 126 to 140 on Winshall Drive, and the jetting and video of Manholes 140 to 150 on Winshall Drive, and further, appropriate an amount not to exceed \$82,492.50, plus 5% contingency from the sanitary sewer fund 591, contractor being the March 2008 awardee Liqui-Force of Romulus Michigan, and further, direct the staff to execute any and all documents associated for the completion of this Phase of the program.

Discussion Ensued.

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

NO: None

Proof of Pavilion Reservation

PARK RULES

*PARK HOURS ARE FROM 8AM TIL DUSK.
*NO CAMPING

- *Reservation holder must be present at all times and is responsible for all guests and cleanup.
*No Alcoholic beverages permitted.
*No open fires (BBQ for food preparation ONLY).
*No defacing of park property, including lawn plantings and tree damage from climbing, swinging, etc.
*No fundraising activities, organizational or public meetings including: gambling, revival acts, unless approved by City Council.
*No parking on lawn or sidewalks.
*No rollerblades or skateboards on or in the playscapes, tennis and basketball courts.
*Have fun with friends and family.
*Pets must be leashed and their waste disposed of properly.
*No loud music, excessive noise, fireworks, or [redacted] allowed in the park.
**NO INFLATABLE PLAY EQUIPMENT IS PERMITTED.

Non-Reservable: Playscapes, Restrooms, Play Equipment, Tennis Courts, Volleyball Courts and Basketball Courts. Ball diamonds may be requested during the week by submitting a schedule to the City Offices, including dates, times, ball diamond location and group requesting the reservation; all of which will be reviewed and scheduled administratively.

All monies must be paid at time of reservation. Only Cash payments will be accepted for a rental date of five (5) days or less. Any cancellations must be made two (2) weeks prior to event date. All cancellations are subject to a \$20.00 Cancellation Fee. ABSOLUTELY NO REFUNDS DUE TO WEATHER.

Name of Responsible Party David Krueger
Address 7399 Miller Rd. Phone: (810) 635-4692
Number of Guests 100 Nature of Activity Oktoberfest picnic
X Responsible Party Signature David A. Krueger

Park Fees Apply on Fridays, Saturdays, Sundays and Holidays. Fees Charged May through October.

Elms Park- 4125 Elms Rd

Winshall Park- 5225 Winshall Dr.

- #1 \$70.00 70-80 People Electricity 8 Tables
#2 \$120.00 90-100 People Electricity 7 Tables
#3 \$70.00 25-30 People 4 Tables
X #4 \$120.00 80-90 People Electricity 12 Tables

- #1 \$70.00 60 People 4 Large Tables
#2 \$70.00 80 People 6 Large Tables
#3 \$70.00 40 People 4 Small Tables

Date of Reservation 9/14/2013

Area restrooms are attended to during the early morning hours in the Summertime. Due to high park volume and vandalism, you are strongly encouraged to bring your own paper products and soap or sanitizer for restroom use.

IF THERE ARE PROBLEMS AT THE PARK, CONTACT THE SWARTZ CREEK POLICE AT (810)635-4401 OR 911.

City Official Connie Chew Date 7-19-13

Receipt # 145438

**SWARTZ CREEK – CLAYTON TOWNSHIP
AMENDED AND RESTATED
2013 FIRE DEPARTMENT AGREEMENT**

THIS AGREEMENT is made this 12th day of August, 2013, 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 the Charter Township of Clayton, a Michigan Public Body Corporate, with principal offices at 2011 South Morrish Road, Swartz Creek, Michigan 48473 (“Township”).

WHEREAS, the City and the Township have, for many years, jointly provided fire protection services to their geographical areas; and

WHEREAS, the joint provision of such fire protection services was covered by a written Agreement; and

WHEREAS, the current Agreement between the City and the Township expired in 2011 but both the City and the Township have continued to provide fire protection services under the terms of that Agreement while this new Agreement was being developed; and

WHEREAS, the Michigan Urban Cooperation Act of 1967, 1967 PA 7 (Ex Sess) [MCL 124.501 et seq] (“UCA”) authorizes two (2) Municipalities to enter into an interlocal Agreement by which they agree to exercise jointly “any power, privilege, or authority that the agencies share in common and that each might exercise separately;” and

WHEREAS, Section 7 of the UCA [MCL 124.507] provides that such an interlocal Agreement “may provide for a separate legal or administrative entity to administer or execute the Agreement which may be a Commission, Board or Council constituted pursuant to the Agreement,” and that such administrative entity “shall be a Public Body, Corporate or Politic for the purposes of this act;” and

WHEREAS, the City and the Township share in common the power and authority to establish and maintain a Fire Department and provide fire protection services; and

WHEREAS, as empowered to do so by the UCA, the City and the Township wish to continue to jointly provide fire protection services and operate a Fire Department to serve the City and the Township and to do so under the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto acting pursuant to the authority of resolutions duly adopted by their respective legislative bodies, HEREBY AGREE AS FOLLOWS:

1. POWERS AND DUTIES OF THE SCAFD BOARD

Pursuant to the authority of Section 7 of the UCA [MCL 124.507] there is hereby established an administrative entity to administer and execute this interlocal Agreement; such entity to be known as the “Swartz Creek Area Fire Board” (“Board”).

2. NAME

The Board shall provide its fire protection services and shall conduct its business under the name, "Swartz Creek Area Fire Department," and shall file a "d/b/a" certificate to that effect with the Genesee County Clerk.

3. GOVERNANCE OF SCAFD

- A. The SCAFD shall be governed by a Board consisting of seven (7) members ("Board") who shall be appointed as follows:
- 1) Three (3) members shall be appointed by the City, one (1) of whom shall be a member of the City Council. The other City appointees shall be residents of the City and shall hold no other elective City Office.
 - 2) Three (3) members shall be appointed by the Township, one (1) of whom shall be a member of the Township Board. The other Township appointees shall be residents of the Township and shall hold no other elective Township Office.
 - 3) The seventh member shall be appointed on an alternating basis between the parties with the Township making the appointment in odd numbered years. Such member shall be appointed as and be designated as the "at-large" member. The "at-large" member shall be appointed for a term of one (1) year commencing on April 1 of each year and, at the completion of said term, the appropriate appointing authority shall designate its appointee as the "at-large" member.
 - 4) Except as provided in Subparagraph (5) below, no active Swartz Creek Area Fire Department Firefighter, volunteer or otherwise, shall be eligible for appointment to the Board.
 - 5) The Fire Chief shall be an Ex-Officio Member of the Board, but shall have no right to vote on matters coming before the Board.
 - 6) Each of the appointees, including the "at-large" member, shall hold office until their replacement is appointed as provided herein.
 - 7) Vacancies shall be filled by the appropriate appointing authority consistent with the provisions contained herein related to appointees to the Board.
- B. The Board shall have the exclusive authority to manage and operate the provision of fire protection services to the City and Township and shall have, except as otherwise provided or limited by the terms of this Agreement, such power as may be required for the faithful performance of its duties.
- C. The Board shall develop and maintain a command structure for the Fire Department, which shall be headed by a Fire Chief who shall be appointed by a majority vote of both the Township Board and the City Council and who shall serve at the pleasure of the Board. The terms and conditions of the employment for the Fire Chief shall be set forth in a separate employment Agreement. The termination of the Fire Chief by the Board may be overruled by a majority vote of both the Township Board and the City Council, but such votes must occur within sixty (60) days of the termination.

The SCAFD Chief shall seek and interview paid, on-call, Firefighters and shall recommend, in writing to the SCAFD Board, the hiring of all employees. All employees shall be hired by a majority vote of the SCAFD Board. The number of employees shall be limited by the budget allocated to the SCAFD by the Township Board and the City Council. Employees of the SCAFD may only be terminated following a written recommendation to the SCAFD Board by the SCAFD Chief. Employees of the SCAFD may only be terminated by a majority vote of the SCAFD Board.

No member of the Township Board or the City Council shall be eligible for the appointment to, or to serve in, a position as either a full or part time Firefighter, whether paid, on-call or volunteer.

- D. The Board shall provide the fire protection services provided for, herein, through the use of paid, on-call Firefighters; provided, however, that the Board shall not have the authority to hire or otherwise retain full-time or part-time personnel without there being funds in the budget for such hiring or retention. Nothing contained herein shall prohibit the Board from contracting with a volunteer or on-call organization for services on an "as needed basis".
- E. The SCAFD Board and its Members shall be responsible for reasonable reporting requirements and providing information to the Township or the City as requested.

4. BYLAWS

The SCAFD Board shall establish its own Officers and adopt bylaws to govern the conduct of its meetings. The SCAFD Board shall not adopt any rules or regulations that exceed the provisions of this Agreement or the provisions of [MCL 124.501 et al].

The SCAFD Board shall only operate and conduct business with a quorum of five (5) members present and by a majority vote of the entire board membership. (4 votes)

5. FIRE HALLS

- A. The Township hereby provides the fire hall located at 1494 Seymour Road in the Township at the disposal of the SCAFD Board for its use during the effective period of this Agreement.
- B. The City hereby provides the fire hall located at 8100-B Civic Drive in the City at the disposal of the SCAFD Board for its use during the effective period of this Agreement.
- C. Such use shall be subject to the following:
 - 1) The City and Township shall each retain ownership of, or lease rights to, the fire halls so designated and the Board shall have no power to use or authorize the use of the fire halls for any use other than the provision of fire protection services to the City and Township; unless authority for such other use or activity is obtained in writing, or by email with receipt confirmation, from the City (as to the City's fire hall) or the Township (as to the Township fire hall).

- 2) The Board shall not engage in any activity or take any action which will result in a lien, mortgage, or other encumbrance on the title of the City or the Township to their respective fire halls or the land on which they are located.
- 3) The Board shall be responsible for maintenance and repairs, including snow/ice removal and lawn cutting services and payment of all utilities, for the designated fire halls during the effective period of this Agreement.
- 4) Except for maintenance and repairs, no additions and/or alterations to said fire halls may be made by the Board without the express prior written approval of the governmental unit owning said structure; provided, however, that, upon termination of this Agreement, such additions and/or improvements shall become the property of the governmental unit owning the structure.

6. TOWNSHIP MINI PUMPER

The 1979 Mini Pumper, Serial No. W41CT9138438, presently owned by the Township, shall be, and is hereby placed at the use of the Board for the provision of fire services as provided for in this Agreement, subject to the following conditions:

- A. The Board shall be responsible for, and maintain public liability and property damage insurance, upon said vehicle with the Township being named as a co-insured.
- B. Said vehicle shall remain titled in the name of the Township.
- C. Upon dissolution of the Board, said vehicle shall be returned to the Township and/or the Township shall have the right to summary repossession of said vehicle. The Board shall have no control whatsoever over said vehicle upon dissolution of the Board.

7. CITY MINI PUMPER

The 1979 Mini Pumper, Serial No. CKL339B160091, presently owned by the City, shall be, and is hereby placed, at the use of the Board for the provision of fire services as provided for in this Agreement, subject to the following conditions:

- A. The Board shall be responsible for, and maintain public liability and property damage insurance, upon said vehicle with the City being named as a co-insured.
- B. Said vehicle shall remain titled in the name of the City.
- C. Upon dissolution of the Board, said vehicle shall be returned to the City and/or the City shall have the right to summary repossession of said vehicle. The Board shall have no control whatsoever over said vehicle upon dissolution of the Board.

8. SCAFD ASSETS

- A. Except as may be provided above as to the fire halls and the mini pumpers, the City and Township shall each have an undivided one-half (1/2) interest in and to all assets of the SCAFD. An inventory of said assets shall be prepared annually by the Board and filed with the City Clerk and the Township Clerk as provided in Subparagraph (D), below.

- B. All of the assets of the SCAFD shall be housed at the fire halls designated within this Agreement in such quantities, as shall, within the discretion of the Board, provide maximum efficient fire protection services for the areas to be provided such service.
- C. Assets that are determined by the Board to have no value, due to age or damage, shall be destroyed. Assets that have value, but are no longer needed by the SCAFD, shall be sold by sealed bid, RFP, auction or online internet auction to the highest bidder. The Board shall create and implement a policy for disposal of such assets. Assets that have been sold shall be logged as such on the annual inventory for at least one (1) year.
- D. The Board shall file an annual inventory of such assets with the City and the Township no later than February 15th of each year.

9. ADDITIONAL ASSETS

Nothing contained herein shall prohibit the City or the Township from acquiring such additional equipment and/or providing such additional services as it sees fit to be used within its boundaries. Such additional equipment and/or services provided shall not be subject to the terms of this Agreement and ownership of same shall not be shared.

10. INSURANCE

The Board shall secure, and keep in force and effect during the effective period of the Agreement, appropriate property damage and public liability insurance insuring its activities in such amounts as it sees fit. However, in no instance shall such limits of insurance be less than One Million Dollars (\$1,000,000.00) Single Limit Public Liability and Property Damage Policy, with a Three Million Dollar (\$3,000,000.00) Umbrella. In addition, thereto the Board shall secure and keep in force and effect during the effective during the effective period of the Agreement, appropriate Workman's Compensation Insurance coverage and any other insurance coverage required by law.

11. SERVICES TO OTHER GOVERNMENTAL UNITS

The SCAFD shall not provide fire protection services to other governmental units, by contract or otherwise, without first obtaining the approval of the City and the Township before such services are rendered; provided, however, that such prohibition shall not extend to the participation by the Board in a mutual aid pact with other units of government. Pursuant to the SCAFD Evaluation, all current mutual aid pacts should be reviewed by the SCAFD Board to redefine the terms under which automatic mutual aid is provided to obtain a more equitable balance of services. All aid agreements currently in place shall become attachments to this Agreement. Any future aid agreements shall be approved by the City and the Township.

12. BOOKS and RECORDS; ANNUAL AUDIT

- A. The Board shall provide for the keeping of books and records regarding its operation. The keeping of such books and records shall conform to generally accepted accounting principles.
- B. The Board shall provide for an annual audit of its revenue and expenditures. The auditing firm shall be selected through competitive bidding every three (3) years and the same firm shall not be selected for than two (2) consecutive terms.

- C. The audit shall be completed no later than ninety (90) days following the close of the SCAFD's fiscal year, and a copy of said audit shall be submitted to the City Clerk and the Township Clerk within seven (7) days after its completion.

13. FISCAL YEAR; BUDGET

- A. The fiscal year of the SCAFD shall be from January 1 through December 31.
- B. Beginning no later than August 1 of each year, the City Manager and the Township Supervisor shall meet with the Fire Chief and develop a draft budget. Such draft shall reasonably reflect the findings and recommendations set forth in the Swartz Creek Area Fire Department Evaluation adopted in January 2008 by the City and the Township. The draft budget shall be submitted to the SCAFD Board no later than October 1.
- C. The Board shall review the proposed budget of its anticipated expenses, including any suggested amendments, and shall forward same to the City Council and Township Board for approval no later than October 31 of each year. The City and the Township may approve the budget as presented or may approve it with amendments. The final budget shall be in such form as shall be approved by both the City and the Township.
- D. Upon approval of the final budget, the City and the Township shall each appropriate its share of the funding for said budget, and such funds shall be transmitted to the SCAFD Board for its use. Once the final budget is approved, such sums, as each party are required to contribute, shall be a debt of each notwithstanding any subsequent disagreement between the parties.
- E. The SCAFD shall expend funds pursuant to the adopted budget; provided, however, the Board shall have the authority within a single year, without the approval of the city and Township, to amend line item expenditures by an amount not to exceed ten percent (10%) of the amount provided for the subject line item in the final budget as approved by the City and the Township, so long as the total budget is not exceeded. Line item budget amendments exceeding ten percent (10%), singularly or cumulatively in a single fiscal year, shall require approval of both the City and the Township.
- F. The Board shall not exceed the budget as approved by the City and the Township without express prior approval by both the City and the Township who, concurrent with such approval, shall appropriate such sums as are necessary to finance such increased expense.

14. CAPITAL IMPROVEMENT FUND

Pursuant to the Swartz Creek Area Fire Department Evaluation, accepted in January 2008 by the City and the Township, a Capital Improvement Program Fund (CIPF) is hereby established. The budget for the CIPF shall be established annually in the same manner and, at the same time, as the annual operating budget. The City and the Township shall determine an amount to be contributed to the CIPF, said contribution to be appropriated each year at the same time as the annual appropriation for operation of the SCAFD is made at the beginning of each unit's fiscal year. CIPF funds contributed by the City and the Township shall be held, and independently accounted for, by the Board and shall be invested in an interest bearing account. The Board shall adopt an investment policy that conforms to the State of Michigan's authorized and suitable investments for local units of government (1988 Public Act 239, M.C.L. 129.91). The Board may not use or expend any funds in the CIPF without the prior approval by a majority vote of both the Township Board and the City Council.

The City and the Township, by mutual agreement of the majority of each governing Boards, may elect to deposit any unspent operating funds left over from a previous year budget, into the CIPF.

The SCAFD Board shall exhaust all CIPF funds prior to seeking any financing for capital purchases from the Township or the City.

15. COSTS OF FIRE RUNS; LABOR COSTS

Except as to the labor costs attendant with each fire run, the entire cost of providing fire protection services as agreed to herein shall be borne by the City and the Township equally. As to labor costs attendant with each fire run, it is hereby agreed that such cost shall be borne solely by the party, City or Township, wherein the service is provided. Such costs shall be provided for in the budget required by Paragraph (13) hereof. The City and the Township, as suggested in the January 2008 Fire Department Evaluation, shall work to develop a cost recovery ordinance that both municipalities can adopt and implement.

16. EFFECTIVE DATE; TERM; EXPIRATION OF TERM

The effective date of this Agreement is August 12, 2013. The term of this Agreement shall be August 12, 2013 through March 31, 201____. The expiration of the Agreement shall not operate to relieve the City or the Township of their financial obligations hereunder. The financial obligations of each party shall continue until all termination activities set forth in Paragraph (17), below, are completed.

17. TERMINATION

Upon termination of this Agreement, the Board shall proceed as follows:

- A. At least sixty (60) days prior to the termination date, the Board shall cause its last annual inventory to be made current.
- B. The Board shall cause an appraisal to be made of all of the jointly owned assets under its control other than the fire halls and the mini pumpers described in section 7 and 8. Said appraisal shall be made no later than thirty (30) days prior to the date of termination and shall be submitted to the City Clerk and the Township Clerk forthwith.
- C. The Board shall attempt to assign the assets to the parties consistent with the provisions and intent of this Agreement. Upon completion of such asset assignment, the Board shall recommend same to the City and the Township. Upon Agreement of the City and the Township, the Board shall assign the assets to the parties.
- D. Notwithstanding, the termination date and/or its attempts to assign the assets, the Board shall continue to perform its duties and obligations until the effective date of the termination of this Agreement.

18. NEGOTIATED ASSIGNMENT

The parties need not wait for the recommendation of the Board as to the division and assignment of assets, but may commence negotiations relative to such division and assignment at any time prior to the termination date; provided, however, that the parties by and through their respective governing bodies, shall meet no less than sixty (60) days prior to effective date of termination, if Agreement or

assignment of assets has not otherwise occurred, to negotiate assignment of assets and/or the providing for an orderly transition and continuing of fire protection services beyond the termination date.

19. NOTICES

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

If to the City:

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

If to the Township:

Charter Township of Clayton
C/O Township Supervisor
2011 South Morrish Road
Swartz Creek, MI 48473
Attention: Township Supervisor

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

20. SEVERABILITY

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

21. ENTIRE AGREEMENT

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

(SIGNATURE PAGE FOLLOWS)

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

TOWNSHIP OF CLAYTON

Dated: _____

By: _____

Chris Gehringer, Supervisor
Charter Township of Clayton

Dated: _____

By: _____

Dennis Milem, Clerk
Charter Township of Clayton

CITY OF SWARTZ CREEK

Dated: _____

By: _____

David Kruger, Mayor
City of Swartz Creek

Dated: _____

By: _____

Jaunita Aguilar, Clerk
City of Swartz Creek

DRAFT

**SWARTZ CREEK - CLAYTON TOWNSHIP
AMENDED AND RESTATED
FIRE DEPARTMENT AGREEMENT**

THIS AGREEMENT is made this 26th day of October, 2009, 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 the Charter Township of Clayton, a Michigan public body corporate, with principal offices at 2011 South Morrish Road, Swartz Creek, Michigan 48473 ("Township").

WHEREAS, the City and the Township have for many years jointly provided fire protection services to their geographical areas; and

WHEREAS, the joint provision of such fire protection services was covered by a written agreement; and

WHEREAS, the current agreement between the City and the Township expired on March 31, 2008, but both the City and the Township have continued to provide fire protection services under the terms of that agreement while this new agreement was being developed; and

WHEREAS, the Michigan Urban Cooperation Act of 1967, 1967 PA 7 (Ex Sess) [MCL 124.501 et seq] ("UCA") authorizes two municipalities to enter into an interlocal agreement by which they agree to exercise jointly "any power, privilege, or authority that the agencies share in common and that each might exercise separately;" and.

WHEREAS, section 7 of the UCA [MCL 124.507] provides that such an interlocal agreement "may provide for a separate legal or administrative entity to administer or execute the agreement which may be a commission, board, or council constituted pursuant to the agreement," and that such administrative entity "shall be a public body, corporate or politic for the purposes of this act;" and

WHEREAS, the City and the Township share in common the power and authority to establish and maintain a fire department and provide fire protection services; and

WHEREAS, as empowered to do so by the UCA, the City and the Township wish to continue to jointly provide fire protection services and operate a fire department to serve the City and the Township and to do so under the terms and conditions of this agreement;

NOW, THEREFORE, the parties hereto acting pursuant to the authority of resolutions duly adopted by their respective legislative bodies, **HEREBY AGREE AS FOLLOWS:**

1. Establishment of Authority.

Pursuant to the authority of section 7 of the UCA [MCL 124.507] there is hereby established an administrative entity to administer and execute this interlocal agreement , such entity to be known as the "Swartz Creek Area Fire Authority" ("Authority"). The Authority is the

successor to and the continuation of that entity heretofore known as the Swartz Creek Area Fire Board.

2. Name.

The Authority shall provide its fire protection services and shall conduct its business under the name, "Swartz Creek Area Fire Department," and shall file a d/b/a certificate to that effect with the Genesee County Clerk.

3. Governance of Authority.

A. The Authority shall be governed by a board consisting of seven (7) members ("Board") who shall be appointed as follows:

- 1) Three (3) members shall be appointed by the City, one of whom shall be a member of the City Council. The other City appointees shall be residents of the City and shall hold no other elective City office.
- 2) Three (3) members shall be appointed by the Township, one of whom shall be a member of the Township Board. The other Township appointees shall be residents of the Township and shall hold no other elective Township office.
- 3) The seventh member shall be appointed on an alternating basis between the parties with the Township making the first such appointment. Such member shall be appointed as and be designated as the "at-large" member. The at-large member shall be appointed for a term of one year commencing on April 1 of each year and at the completion of said term the appropriate appointing authority shall designate its appointee as the at-large member.
- 4) Except as provided in subparagraph (5), below, no active Swartz Creek Area Fire Authority firefighter, volunteer or otherwise, shall be eligible for appointment to the Board.
- 5) The Fire Chief shall be an ex-officio member of the Board, but shall have no right to vote on matters coming before the Board.
- 6) Each of the appointees, including the at-large member, shall hold office until their replacement is appointed as provided herein.
- 7) Vacancies shall be filled by the appropriate appointing authority consistent with the provisions contained herein related to appointees to the Board.

B. The Authority shall have the exclusive authority to manage and operate the provision of fire protection services to the City and Township and shall have, except as otherwise provided or limited by the terms of this agreement, such power as may be required for the faithful performance of its duties.

C. The Authority shall develop and maintain a command structure for the Fire Department which shall be headed by a Fire Chief who shall be appointed by a majority vote of both the township board and the city council and who shall serve at the pleasure of the

Board. The terms and conditions of employment for the Fire Chief shall be set forth in a separate employment agreement. The termination of the Fire Chief by the Board may be overruled by a majority vote of both the township board and the city council, but such votes must occur within thirty (30) days of the termination. The Fire Chief shall be responsible for hiring, managing and firing all personnel of the Authority, none of whom shall be full time employees. The Fire Chief's authority to hire employees is limited to a fixed number of employees as determined at the time that the budget is adopted. No member of the Township Board or the City Council shall be eligible for appointment to, or to serve in, a position as either a full or part time firefighter, whether paid, on call or volunteer.

- D. The Authority shall provide the fire protection services provided for herein through the use of paid on-call firefighters; provided, however, that the Authority shall not have the authority to hire or otherwise retain full-time or part-time personnel without there being funds in the budget for such hiring or retention. Nothing contained herein shall prohibit the Board from contracting with a volunteer or on-call organization for services on an as needed basis.

4. Bylaws.

The Authority and the Board shall operate under bylaws adopted by the City and the Township. Said bylaws shall provide for the organization of the Board, Board officers, committees, meetings, meeting quorum, voting, and all other organizational and operational matters normally contained in bylaws. Once adopted by the City and the Township, said bylaws may only be amended by agreement of the City and the Township.

5. Fire Halls.

- A. The Township hereby provides the fire hall located at 1494 Seymour Road in the Township at the disposal of the Authority for its use during the effective period of this Agreement.
- B. The City hereby provides the fire hall located at 8100-B Civic Drive in the City at the disposal of the Authority for its use during the effective period of this Agreement:
- C. Such use shall be subject to the following:
 - 1) The City and Township shall each retain ownership of or lease rights to the fire halls so designated and the Authority shall have no power to use or authorize the use of the fire halls for any use other than the provision of fire protection services to the City and Township, unless authority for such other use or activity is obtained in writing, email acceptable, from the City (as to the City's fire hall) or the Township (as to the Township fire hall).
 - 2) The Authority shall not engage in any activity or take any action which will result in a lien, mortgage, or other encumbrance on the title of the City or the Township to their respective fire halls or the land on which they are located.
 - 3) The Authority shall be responsible for maintenance and repairs for the designated fire halls during the effective period of this Agreement.

- 4) Except for maintenance and repairs, no additions and/or alternations to said fire halls may be made by the Authority without the express prior written approval of the governmental unit owning said structure; provided, however, that upon termination of this Agreement such additions and/or improvements shall become the property of the governmental unit owning the structure.

6. Township Mini Pumper.

The 1979 Mini Pumper, Serial No. W41CT9138438, presently owned by the Township, shall be and is hereby placed at the use of the Authority for the provision of fire services as provided for in this Agreement, subject to the following conditions:

- A. The Authority shall be responsible for and maintain public liability and property damage insurance upon said vehicle with the Township being named as a co-insured.
- B. Said vehicle shall remain titled in the name of the Township.
- C. Upon dissolution of the Authority, said vehicle shall be returned to the Township and/or the Township shall have the right to summary repossession of said vehicle. The Authority shall have no control whatsoever over said vehicle upon dissolution of the Authority.

7. City Mini Pumper.

The 1979 Mini Pumper, Serial No. CKL339B160091, presently owned by the City, shall be and is hereby placed at the use of the Authority for the provision of fire services as provided for in this Agreement, subject to the following conditions:

- A. The Authority shall be responsible for and maintain public liability and property damage insurance upon said vehicle with the City being named as a co-insured.
- B. Said vehicle shall remain titled in the name of the City.
- C. Upon dissolution of the Authority, said vehicle shall be returned to the City and/or the City shall have the right to summary repossession of said vehicle. The Authority shall have no control whatsoever over said vehicle upon dissolution of the Authority.

8. Authority Assets.

- A. Except as may be provided above as to the fire halls and the mini pumpers, the City and Township shall each have an undivided one-half (1/2) interest in and to all assets of the Authority. An inventory of said assets shall be prepared annually by the Authority and filed with the City Clerk and the Township Clerk as provided in subparagraph D, below.
- B. All of the assets of the Authority shall be housed at the fire halls designated within this agreement in such quantities, as shall within the discretion of the Authority provide maximum efficient fire protection services for the areas to be provided such service.

- C. Assets that are determined by the Board to have no value, due to age or damage, shall be destroyed. Assets that have value, but are no longer needed by the Authority, shall be sold by sealed bid, RFP, auction or online internet auction to the highest bidder. The Board shall create and implement a policy for disposal of such assets. Assets that have been sold shall be logged as such on the annual inventory for at least one year.
- D. The Authority shall file an annual inventory of such assets with the City and the Township no later than February 15th of each year.

9. Additional Assets.

Nothing contained herein shall prohibit the City or the Township from acquiring such additional equipment and/or providing such additional services as it sees fit to be used within its boundaries. Such additional equipment and/or services provided shall not be subject to the terms of this Agreement and ownership of same shall not be shared.

10. Insurance.

The Authority shall secure and keep in force and effect during the effective period of this Agreement appropriate property damage and public liability insurance insuring its activities in such amounts as it sees fit; however, in no instance shall such limits of insurance be less than One Million Dollars (\$1,000,000) Single Limit Public Liability and Property Damage Policy, with a Three Million Dollar (\$3,000,000.00) Umbrella. In addition thereto the Authority shall secure and keep in force and effect during the effective period of the Agreement appropriate workmen's Compensation Insurance coverage and any other insurance coverages required by law.

11. Services to Other Governmental Units.

The Authority shall not provide fire protection services to other governmental units, by contract or otherwise, without first obtaining the approval of the City and the Township before such services are rendered; provided, however, that such prohibition shall not extend to the participation by the board in a mutual aid pact with other units of government.

12. Books and Records; Annual Audit.

- A. The Authority shall provide for the keeping of books and records regarding its operation. The keeping of such books and records shall conform to generally accepted accounting principles.
- B. The Authority shall provide for an annual audit of its revenue and expenditures. The auditing firm shall be selected through competitive bidding every 3 years and the same firm shall not be selected for more than two (2) consecutive terms.
- C. The audit shall be completed no later than ninety (90) days following the close of the Authority's fiscal year, and a copy of said audit shall be submitted to the City Clerk and the Township Clerk within seven (7) days after its completion.

13. Fiscal Year; Budget.

- A. The fiscal year of the Authority shall be from January 1 through December 31.

- B. Beginning no later than August 1 of each year, the City Manager and the Township Supervisor shall meet with the Fire Chief and develop a draft budget. Such draft shall reasonably reflect the findings and recommendations set forth in the Swartz Creek Area Fire Department Evaluation adopted in January 2008 by the City and the Township. The draft budget shall be submitted to the Authority Board no later than October 1.
- C. The Authority Board shall review the proposed budget of its anticipated expenses, including any suggested amendments, and shall forward same to the City Council and Township Board for approval no later than October 31 of each year. The City and the Township may approve the budget as presented or may approve it with amendments. The final budget shall be in such form as shall be approved by both the City and the Township.
- D. Upon approval of the final budget, the City and the Township shall each appropriate its share of the funding for said budget, and such funds shall be transmitted to the Authority for its use. Once the final budget is approved, such sums as each party are required to contribute shall be a debt of each notwithstanding any subsequent disagreement between the parties.
- E. The Authority shall expend funds pursuant to the adopted budget; provided, however, the Board shall have the authority within a single year, without the approval of the City and Township, to amend line item expenditures by an amount not to exceed ten percent (10%) of the amount provided for the subject line item in the final budget as approved by the City and the Township, so long as the total budget is not exceeded. Line item budget amendments exceeding ten percent (10%) singularly or cumulatively in a single fiscal year shall require approval of both the City and Township.
- F. The Authority shall not exceed the budget as approved by the City and Township without express prior approval by both the City and Township who, concurrent with such approval, shall appropriate such sums as are necessary to finance such increased expense.

14. Capital Improvement Fund.

Pursuant to the Swartz Creek Area Fire Department Evaluation, adopted in January 2008 by the City and the Township, a Capital Improvement Program Fund (CIPF) is hereby established. The budget for the CIPF shall be established annually in the same manner and at the same time as the annual operating budget. The City and the Township shall determine an amount to be contributed to the CIPF, said contribution to be appropriated each year at the same time as the annual appropriation for operation of the Authority is made at the beginning of each unit's fiscal year. CIP Funds contributed by the City and the Township shall be held and independently accounted for by the Authority and shall be invested in an interest bearing account. The Authority shall adopt an investment policy that conforms to the State of Michigan's authorized and suitable investments for local units of government (1988 Public Act 239, M.C.L. 129.91) The Authority may not use or expend any funds in the CIPF without the prior approval by a majority vote of both the township board and the city council. The City and the Township, by a mutual agreement of the majority of each governing boards, may elect to deposit any unspent operating funds left over from a previous year budget, into the CIPF.

15. Costs of Fire Runs; Labor Costs.

Except as to the labor costs attendant with each fire run, the entire cost of providing fire protection services as agreed to herein shall be borne by the City and Township equally. As to labor costs attendant with each fire run, it is hereby agreed that such cost shall be borne solely by the party, City or Township, wherein the service is provided. Such costs shall be provided for in the budget required by paragraph 13 hereof. The City and the Township, as suggested in the January 2008 Fire Department Evaluation, shall work to develop a cost recovery ordinance that both municipalities can adopt and implement.

16. Effective Date; Term; Expiration of Term.

The effective date of this agreement is October 26, 2009. The term of this Agreement shall be October 26, 2009 through March 31, 2011. The expiration of this agreement shall not operate to relieve the City or the Township of their financial obligations hereunder. The financial obligations of each party shall continue until all termination activities set forth in paragraph 17, below, are completed.

17. Termination.

Upon termination of this agreement, the Authority shall proceed as follows:

- A. At least sixty (60) days prior to the termination date, the Authority shall cause its last annual inventory to be made current.
- B. The Authority shall cause an appraisal to be made of all of the assets under its control other than the fire halls and the mini pumpers described in sections 7 and 8. Said appraisal shall be made no later than thirty (30) days prior to the date of termination and shall be submitted to the City Clerk and the Township Clerk forthwith.
- C. The Authority shall attempt to assign the assets to the parties consistent with the provisions and intent of this agreement. Upon completion of such asset assignment, the Authority shall recommend same to the City and the Township. Upon agreement of the City and the Township, the Authority shall assign the assets to the parties.
- E. Notwithstanding the termination date and/or its attempts to assign the assets, the Authority shall continue to perform its duties and obligations until the effective date of the termination of this agreement.

18. Negotiated Assignment.

The parties need not wait for the recommendation of the Board as to the division and assignment of assets, but may commence negotiations relative to such division and assignment at any time prior to the termination date; provided, however, that the parties by and through their respective governing bodies, shall meet no less than sixty (60) days prior to effective date of termination, if agreement or assignment of assets has not otherwise occurred, to negotiate assignment of assets and/or the providing for an orderly transition and continuing of fire protection services beyond the termination date.

19. Notices.

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

If to the City:

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

If to the Township:

Clayton Township
C/O Township Supervisor
2011 South Morrish Road
Swartz Creek, MI 48473
Attention: Township Supervisor

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

20. Severability.

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

21. Entire agreement.


This agreement supersedes all previous or contemporaneous negotiations and/or agreements and constitutes the entire agreement between the parties with respect to the joint provision of fire protection services in the City and the Township. No verbal statements or prior written materials not specifically incorporated in this agreement have been relied upon by the parties in entering into this agreement.

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

(Signature Page to Follow)

TOWNSHIP OF CLAYTON

Dated: 11-3, 2009


By: 
Bruce Beatty, Supervisor

Dated: 11/10, 2009

By: 
Dennis Milem, Township Clerk

CITY OF SWARTZ CREEK

Dated: Oct 27, 2009

By: 
Richard Abrams, Mayor

Dated: Oct 26, 2009

By: 
Juanita Aguilar, City Clerk



SWARTZ CREEK CITY HALL
 8083 CIVIC DR
 SWARTZ CREEK, MI 48473
 (810) 635-4464

STATEMENT

DATE: 07/23/2013

CURRENT	0.00
OVER 30	0.00
OVER 60	0.00
OVER 90	0.00
OVER 120	63,760.18

Customer No: 000208

ANDONI, BASIL G. AND HIAM G.
 5178 WYNDEMERE SQUARE
 SWARTZ CREEK, MI 48473

Property Address:

Invoice #	Date	Check Number	Charges	Pmts/Adjustments	Balance
1100005040	06/30/2011		58,621.85		58,621.85
1100005061	09/26/2011		320.83		58,942.68
1100005060	09/26/2011		67.50		59,010.18
1100005062	09/26/2011		337.50		59,347.68
1100005072	09/29/2011		362.50		59,710.18
1100005077	09/29/2011		937.50		60,647.68
1100005074	09/29/2011		887.50		61,535.18
1100005073	09/29/2011		1,425.00		62,960.18
1100005076	09/29/2011		225.00		63,185.18
1100005075	09/29/2011		575.00		63,760.18



SWARTZ CREEK CITY HALL
 8083 CIVIC DR
 SWARTZ CREEK, MI 48473

(810) 635-4464

INVOICE

CUST #:000208
 INVOICE #:1100005040
 SERVICE DATE:05/15/2011
 INVOICE DATE:06/30/2011
 DUE DATE:09/30/2011

ANDONI, BASIL G. AND HIAM G.
 5178 WYNDEMERE SQUARE
 SWARTZ CREEK MI 48473

PROPERTY ADDRESS

QTY	DESCRIPTION	Office Use	UNIT PRICE	AMOUNT
1.000	REIMB DEVELOPMENT COSTS ESTIMATED COSTS OF PUBLIC IMPROVEMENTS MILLER/ELMS INTERSEC EAST TO TALLMADGE	202-453.101-581.000-45	58,621.850	58,621.85
TOTAL INVOICE:				58,621.85

SWARTZ CREEK CITY HALL
 8083 CIVIC DR
 SWARTZ CREEK, MI 48473

(810) 635-4464

CUST #:000208
 INVOICE #:1100005040
 SERVICE DATE:05/15/2011
 INVOICE DATE:06/30/2011
 DUE DATE:09/30/2011

ANDONI, BASIL G. AND HIAM G.
 5178 WYNDEMERE SQUARE
 SWARTZ CREEK MI 48473

PROPERTY ADDRESS





SWARTZ CREEK CITY HALL
 8083 CIVIC DR
 SWARTZ CREEK, MI 48473

(810) 635-4464

INVOICE

CUST #:000208
 INVOICE #:1100005060
 SERVICE DATE:05/05/2011
 INVOICE DATE:09/26/2011
 DUE DATE:10/26/2011

ANDONI, BASIL G. AND HIAM G.
 5178 WYNDEMERE SQUARE
 SWARTZ CREEK MI 48473

PROPERTY ADDRESS

QTY	DESCRIPTION	Office Use	UNIT PRICE	AMOUNT
1.000	REIMB DEVELOPMENT COSTS PROGRESSIVE #141772 MILLER/ELMS INTERSEC	202-453.101-581.000-45	67.5000	67.50
TOTAL INVOICE:				67.50

SWARTZ CREEK CITY HALL
 8083 CIVIC DR
 SWARTZ CREEK, MI 48473

(810) 635-4464

CUST #:000208
 INVOICE #:1100005060
 SERVICE DATE:05/05/2011
 INVOICE DATE:09/26/2011
 DUE DATE:10/26/2011

ANDONI, BASIL G. AND HIAM G.
 5178 WYNDEMERE SQUARE
 SWARTZ CREEK MI 48473

PROPERTY ADDRESS





SWARTZ CREEK CITY HALL
 8083 CIVIC DR
 SWARTZ CREEK, MI 48473

(810) 635-4464

INVOICE

CUST #:000208
 INVOICE #:1100005061
 SERVICE DATE:12/14/2010
 INVOICE DATE:09/26/2011
 DUE DATE:10/26/2011

ANDONI, BASIL G. AND HIAM G.
 5178 WYNDEMERE SQUARE
 SWARTZ CREEK MI 48473

PROPERTY ADDRESS

QTY	DESCRIPTION	Office Use	UNIT PRICE	AMOUNT
1.000	REIMB DEVELOPMENT COSTS PROGRESSIVE #140814 MILLER/ELMS INTERSEC	202-453.101-581.000-45	320.8300	320.83
TOTAL INVOICE:				320.83

SWARTZ CREEK CITY HALL
 8083 CIVIC DR
 SWARTZ CREEK, MI 48473

(810) 635-4464

CUST #:000208
 INVOICE #:1100005061
 SERVICE DATE:12/14/2010
 INVOICE DATE:09/26/2011
 DUE DATE:10/26/2011

ANDONI, BASIL G. AND HIAM G.
 5178 WYNDEMERE SQUARE
 SWARTZ CREEK MI 48473

PROPERTY ADDRESS





SWARTZ CREEK CITY HALL
 8083 CIVIC DR
 SWARTZ CREEK, MI 48473

(810) 635-4464

INVOICE

CUST #:000208
 INVOICE #:1100005062
 SERVICE DATE:11/19/2010
 INVOICE DATE:09/26/2011
 DUE DATE:10/26/2011

ANDONI, BASIL G. AND HIAM G.
 5178 WYNDEMERE SQUARE
 SWARTZ CREEK MI 48473

PROPERTY ADDRESS

QTY	DESCRIPTION	Office Use	UNIT PRICE	AMOUNT
1.000	REIMB DEVELOPMENT COSTS PROGRESSIVE #140704 MILLER/ELMS INTERSEC	202-453.101-581.000-45	337.5000	337.50
TOTAL INVOICE:				337.50

SWARTZ CREEK CITY HALL
 8083 CIVIC DR
 SWARTZ CREEK, MI 48473

(810) 635-4464

CUST #:000208
 INVOICE #:1100005062
 SERVICE DATE:11/19/2010
 INVOICE DATE:09/26/2011
 DUE DATE:10/26/2011

ANDONI, BASIL G. AND HIAM G.
 5178 WYNDEMERE SQUARE
 SWARTZ CREEK MI 48473

PROPERTY ADDRESS





SWARTZ CREEK CITY HALL
8083 CIVIC DR
SWARTZ CREEK, MI 48473

(810) 635-4464

INVOICE

CUST #:000208
INVOICE #:1100005072
SERVICE DATE:11/12/2010
INVOICE DATE:09/29/2011
DUE DATE:10/29/2011

ANDONI, BASIL G. AND HIAM G.
5178 WYNDEMERE SQUARE
SWARTZ CREEK MI 48473

PROPERTY ADDRESS

QTY	DESCRIPTION	Office Use	UNIT PRICE	AMOUNT
1.000	REIMB DEVELOPMENT COSTS FIGURA INV 156859 MILLER/ELMS INTERSEC	202-453.101-581.000-45	362.5000	362.50
TOTAL INVOICE:				362.50

SWARTZ CREEK CITY HALL
8083 CIVIC DR
SWARTZ CREEK, MI 48473

(810) 635-4464

CUST #:000208
INVOICE #:1100005072
SERVICE DATE:11/12/2010
INVOICE DATE:09/29/2011
DUE DATE:10/29/2011

ANDONI, BASIL G. AND HIAM G.
5178 WYNDEMERE SQUARE
SWARTZ CREEK MI 48473

PROPERTY ADDRESS





SWARTZ CREEK CITY HALL
 8083 CIVIC DR
 SWARTZ CREEK, MI 48473

(810) 635-4464

INVOICE

CUST #:000208
 INVOICE #:1100005073
 SERVICE DATE:12/09/2010
 INVOICE DATE:09/29/2011
 DUE DATE:10/29/2011

ANDONI, BASIL G. AND HIAM G.
 5178 WYNDEMERE SQUARE
 SWARTZ CREEK MI 48473

PROPERTY ADDRESS

QTY	DESCRIPTION	Office Use	UNIT PRICE	AMOUNT
1.000	REIMB DEVELOPMENT COSTS FIGURA INV 157238 MILLER/ELMS INTERSEC	202-453.101-581.000-45	1,425.0000	1,425.00
TOTAL INVOICE:				1,425.00

SWARTZ CREEK CITY HALL
 8083 CIVIC DR
 SWARTZ CREEK, MI 48473

(810) 635-4464

CUST #:000208
 INVOICE #:1100005073
 SERVICE DATE:12/09/2010
 INVOICE DATE:09/29/2011
 DUE DATE:10/29/2011

ANDONI, BASIL G. AND HIAM G.
 5178 WYNDEMERE SQUARE
 SWARTZ CREEK MI 48473

PROPERTY ADDRESS





SWARTZ CREEK CITY HALL
 8083 CIVIC DR
 SWARTZ CREEK, MI 48473

(810) 635-4464

INVOICE

CUST #:000208
 INVOICE #:1100005074
 SERVICE DATE:01/05/2011
 INVOICE DATE:09/29/2011
 DUE DATE:10/29/2011

ANDONI, BASIL G. AND HIAM G.
 5178 WYNDEMERE SQUARE
 SWARTZ CREEK MI 48473

PROPERTY ADDRESS

QTY	DESCRIPTION	Office Use	UNIT PRICE	AMOUNT
1.000	REIMB DEVELOPMENT COSTS FIGURA INV 157462 MILLER/ELMS INTERSEC	202-453.101-581.000-45	887.5000	887.50
TOTAL INVOICE:				887.50

SWARTZ CREEK CITY HALL
 8083 CIVIC DR
 SWARTZ CREEK, MI 48473

(810) 635-4464

CUST #:000208
 INVOICE #:1100005074
 SERVICE DATE:01/05/2011
 INVOICE DATE:09/29/2011
 DUE DATE:10/29/2011

ANDONI, BASIL G. AND HIAM G.
 5178 WYNDEMERE SQUARE
 SWARTZ CREEK MI 48473

PROPERTY ADDRESS





SWARTZ CREEK CITY HALL
 8083 CIVIC DR
 SWARTZ CREEK, MI 48473

(810) 635-4464

INVOICE

CUST #:000208
 INVOICE #:1100005075
 SERVICE DATE:02/03/2011
 INVOICE DATE:09/29/2011
 DUE DATE:10/29/2011

ANDONI, BASIL G. AND HIAM G.
 5178 WYNDEMERE SQUARE
 SWARTZ CREEK MI 48473

PROPERTY ADDRESS

QTY	DESCRIPTION	Office Use	UNIT PRICE	AMOUNT
1.000	REIMB DEVELOPMENT COSTS FIGURA INV 157976 MILLER/ELMS INTERSEC	202-453.101-581.000-45	575.0000	575.00
TOTAL INVOICE:				575.00

SWARTZ CREEK CITY HALL
 8083 CIVIC DR
 SWARTZ CREEK, MI 48473

(810) 635-4464

CUST #:000208
 INVOICE #:1100005075
 SERVICE DATE:02/03/2011
 INVOICE DATE:09/29/2011
 DUE DATE:10/29/2011

ANDONI, BASIL G. AND HIAM G.
 5178 WYNDEMERE SQUARE
 SWARTZ CREEK MI 48473

PROPERTY ADDRESS





SWARTZ CREEK CITY HALL
 8083 CIVIC DR
 SWARTZ CREEK, MI 48473

(810) 635-4464

INVOICE

CUST #:000208
 INVOICE #:1100005076
 SERVICE DATE:03/14/2011
 INVOICE DATE:09/29/2011
 DUE DATE:10/29/2011

ANDONI, BASIL G. AND HIAM G.
 5178 WYNDEMERE SQUARE
 SWARTZ CREEK MI 48473

PROPERTY ADDRESS

QTY	DESCRIPTION	Office Use	UNIT PRICE	AMOUNT
1.000	REIMB DEVELOPMENT COSTS FIGURA INV 158715 MILLER/ELMS INTERSEC	202-453.101-581.000-45	225.0000	225.00
TOTAL INVOICE:				225.00

SWARTZ CREEK CITY HALL
 8083 CIVIC DR
 SWARTZ CREEK, MI 48473

(810) 635-4464

CUST #:000208
 INVOICE #:1100005076
 SERVICE DATE:03/14/2011
 INVOICE DATE:09/29/2011
 DUE DATE:10/29/2011

ANDONI, BASIL G. AND HIAM G.
 5178 WYNDEMERE SQUARE
 SWARTZ CREEK MI 48473

PROPERTY ADDRESS





SWARTZ CREEK CITY HALL
 8083 CIVIC DR
 SWARTZ CREEK, MI 48473

(810) 635-4464

INVOICE

CUST #:000208
 INVOICE #:1100005077
 SERVICE DATE:04/14/2011
 INVOICE DATE:09/29/2011
 DUE DATE:10/29/2011

ANDONI, BASIL G. AND HIAM G.
 5178 WYNDEMERE SQUARE
 SWARTZ CREEK MI 48473

PROPERTY ADDRESS

QTY	DESCRIPTION	Office Use	UNIT PRICE	AMOUNT
1.000	REIMB DEVELOPMENT COSTS FIGURA INV 159180 MILLER/ELMS INTERSEC	202-453.101-581.000-45	937.5000	937.50
TOTAL INVOICE:				937.50

SWARTZ CREEK CITY HALL
 8083 CIVIC DR
 SWARTZ CREEK, MI 48473

(810) 635-4464

CUST #:000208
 INVOICE #:1100005077
 SERVICE DATE:04/14/2011
 INVOICE DATE:09/29/2011
 DUE DATE:10/29/2011

ANDONI, BASIL G. AND HIAM G.
 5178 WYNDEMERE SQUARE
 SWARTZ CREEK MI 48473

PROPERTY ADDRESS



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
CHARLES A. BOIKE

mgildner@sfpplaw.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

July 23, 2013

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

RE: Elms Road Improvements

Dear Mr. and Mrs. Andoni:

I am corporate counsel for the City of Swartz Creek. I am writing on behalf of the City to enforce the Development Agreement that you made with it.

In that agreement, you promised to pay the City the sum of \$65,100 toward the cost of improvements to Elms Road for the Elms-Miller Business Planned Unit Development, called the Project. The City made all of the Elms Road improvements contemplated by the Development Agreement, but you have not paid any portion of the amount that you promised to pay.

The City has waited since May 15, 2011 for you to make this payment. It can no longer be patient. To protect the public's investment in the Project, the City has directed me to take all enforcement action available to it. In that respect:

1. Be advised that the City will not issue any occupancy permit related to the Project until you pay the sum of \$63,760.18, which is the final cost of these improvements as reflected in Exhibit 1. This includes any occupancy permit requests for the Taco Bell development site; and
2. If you do not pay this sum within 14 days from the date of this letter, I will be filing suit against both of you, individually, for breach of the Development Agreement.

If you wish to avoid the time, trouble and expense that comes with these enforcement options, please remit the sum of \$63,760.18 to the City offices no later than August 6, 2013.

Sincerely yours,

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


Michael J. Gildner

MJG/ksd

cc: Robert Chimovitz
Paul Bueche

APMP, LLC

July 31, 2013

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

Re: Real Estate Purchase Agreement ("Agreement") between the parties dated 7-12-12 for the vacant land at the SEC of Miller & Elms, Swartz Creek MI

Dear Basil and Hiam Andoni:

Please see the attached letter, dated July 23, 2013 from Michael Gildner, corporate counsel for the City of Swartz Creek. This letter indicates that the Seller is in default for the unpaid sum of \$63,760.18 to the City of Swartz Creek per a Development Agreement Seller had entered into with the City of Swartz Creek for the Property. The City of Swartz Creeks intends to deny any future occupancy certificates for the Property which will severely impact and jeopardize the Buyer's present and future use of the Property value.

Seller is in default of numerous portions of Section 7 of the Agreement. Per Section 7 of the Agreement the Seller represented at execution thereof the following non exhaustive warranties and covenants:

(iii) No actions, suits, claims or proceedings have been instituted or to the best of Seller's knowledge threatened against or affecting the Property at law or in equity or before any federal, state or municipal governmental department or agency or instrumentality thereof.

(xi) To the best of Seller's knowledge there are no outstanding liens, expenses or claims available to or made by any party for the payment of sums due for the furnishing of labor and/or materials to the Property or the Seller prior to the date of Closing. In the event any such liens, expenses or claims arise against the Property subsequent to Closing as a result of the furnishing of such materials and/or labor, Seller shall immediately pay said expense or claim or discharge said lien.

(xii) To the best of Seller's knowledge there are no threatened or pending condemnation, zoning, or any other proceedings or litigation with respect to the Property, and Seller has not been advised that any governmental authority has determined or threatens to determine that there are any violations or any statutes, ordinances, or regulations relating to the Property, and there are no such violations.

(xiii) To the best of Seller's knowledge there are no unrecorded building or use restrictions, development agreements, or reciprocal agreements which prohibit, interfere with, or affect the use of the Property.

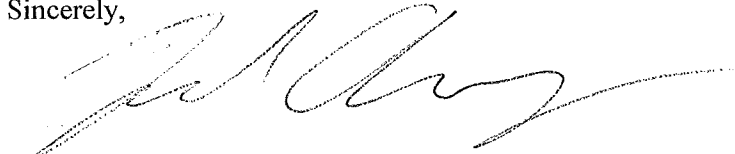
Seller is in default of all these provisions. The fact that there is not a lien recorded on the Property by the City of Swartz Creek is not a defense. The aforementioned warranties and covenants are much broader in scope and do not require a lien to be recorded against the Property. They cover general claims both at law and equity. Seller can only remedy this default by paying the outstanding claim at or before Closing. Therefore amount of \$63,760.18 will be withheld

APMP, LLC

from Seller's proceeds and held in escrow with the Title Company until such time this claim is resolved without present and future repercussions to the Property. Buyer will proceed to Closing tomorrow accordingly. If not acceptable, Buyer will have no other alternative but to seek specific performance, damages and attorneys fees.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Frank S. Aragona', with a long horizontal flourish extending to the right.

Frank S. Aragona
Counsel for APMP, LLC

Paul Bueche

Subject: FW: Swartz Creek - Closing

Mike,

[Basil's email to Francis Aragona.....](#)

Paul

From: basil andoni [mailto:basil487@hotmail.com]

Sent: Wednesday, July 31, 2013 9:07 PM

To: Francis Aragona; Danny Andoni; p. pbuche

Cc: Giacomo Garrisi; JJ Schmidt; Dan Groleau

Subject: RE: Swartz Creek - Closing

Frances

per out phone conversation this morning you agreed to not to withhold the money you are saying I owe city of swartz creek,I have not recieved any documents

From: Francis@Aragonaproperties.net

To: basil487@hotmail.com; daniel@attorneyandoni.com; pbueche@cityofswartzcreek.org

CC: ggarrisi@grecotitle.com; jj@marlinproperties.com; dan@coopercom.com

Date: Tue, 30 Jul 2013 14:08:24 -0400

Subject: RE: Swartz Creek - Closing

Gentleman,

We are prepared on our end to close on the property this Thursday morning as scheduled. However, I have not seen any confirmation from Mr. Andoni (the Seller) that he is in agreement with having these funds that he owes to the City of Swartz Creek paid at closing (per the line item in the Seller's Statement), or has worked out something with the City regarding the letter sent from the City attorney last week. I have heard that Mr. Andoni and the City are having conversations regarding this, but we have not been privy to specifics nor have confirmation this is true. If there are indeed active conversations regarding this among Mr. Andoni & the City, would we it behoove everyone to move the closing date to next Wednesday, August 7th , so that those parties have some additional time to reach a resolution by then?

Either way, I'll need Mr. Andoni to provide us written notice (signed letter stating the same) that he is in agreement with this line item in the Seller's Statement, or provide proof such funds have been paid prior to the closing on the property.

If someone can please advise, it would be greatly appreciated.

Regards,

Francis A. Aragona
 ARAGONA PROPERTIES
 37020 Garfield, Suite T-1
 Clinton Township, MI 48036
 P (586) 286-0334
 F (586) 286-1215

francis@aragonaproperties.net
www.aragonaproperties.com

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From: Francis Aragona
Sent: Wednesday, July 24, 2013 11:46 AM
To: 'Dan Groleau'; 'basil andoni'
Cc: 'Giacomo Garrisi'
Subject: Swartz Creek - Closing

Good Morning Gentleman,

I received a copy of this letter from the City. With this, we'll need this claim to be:
 Paid (and proof it was paid) by Mr. & Mrs. Andoni ASAP before Closing
 Remain a line item at Closing payable directly to the City
 This amount be escrowed at Closing, and then Mr. & Mrs. Andoni can work out something else with the City

Failure to promptly cure this will cause damages, as the Seller represented in several areas of the purchase agreement no such claim existed.

Regards,

Francis A. Aragona
 ARAGONA PROPERTIES
 37020 Garfield, Suite T-1
 Clinton Township, MI 48036
 P (586) 286-0334
 F (586) 286-1215

francis@aragonaproperties.net
www.aragonaproperties.com

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STATE OF MICHIGAN
IN THE GENESEE COUNTY CIRCUIT COURT

CITY OF SWARTZ CREEK, a
Michigan home rule city,

Plaintiff,

CASE NO.

-vs-

BASIL G. ANDONI and
HIAM G. ANDONI,
jointly and severally,

Defendants.

SIMEN, FIGURA & PARKER, P.L.C.
BY: MICHAEL J. GILDNER (P49732)
Attorney for Plaintiff
5206 Gateway Centre, Suite 200
Flint, Michigan 48507
(810) 235-9000

COMPLAINT

1. The City of Swartz Creek ("City") is a Michigan home rule city having its principal place of business in Genesee County, Michigan.
2. Basil G. Andoni and Hiam G. Andoni ("Andoni") are husband and wife who resided at all relevant times in Genesee County, State of Michigan.
3. The Court has subject matter jurisdiction in that the City seeks damages in excess of \$25,000, plus interest, costs and attorney fees as allowed by law.

General Allegations

4. The Andonis owned a parcel of property located at the southeast corner of Elms Road and Miller Road in the City ("the Property").
5. The Andonis wished to develop the Property for commercial purposes and

proposed a Planned Unit Development District for the Property, called the Elms-Miller Business Unit Development (the "Project").

6. The Andonis' plan for the Project was to develop building sites on the Property and sell those sites to commercial developers.
7. As a condition of developing the Property as proposed, the Andonis needed certain improvements made to Elms Road, specifically the installation of curbs, curb cuts, lane widening for a southbound left turn lane, and restriping.
8. But for the Project, the City did not intend or have the need to make the above improvements to Elms Road.
9. The Andonis requested that the City undertake the Elms Road improvements, and the City was willing to do so, but only on the condition that it be reimbursed the costs of doing so.
10. On or about March 14, 2011, the City entered into a Development Agreement with the Andonis.
11. A copy of the Development Agreement is attached as Exhibit 1 and incorporated herein by reference.
12. As it relates to the Elms Road improvements, the Agreement says:

The Project includes the design, engineering and construction of certain Public Improvements to Elms Road as described on Exhibit E ("the Elms Road Improvement Project"). The Elms Road Improvement Project includes curbs, curb cuts, lane widening for a southbound left turn lane and restriping. ***The City agrees to design, engineer and construct the Elms Road Improvement Project at its expense subject to being reimbursed for same by the Andonis.*** The City further agrees to complete the Elms Road Improvement Project by December 31, 2011. (*Exhibit 1, p. 4) (emphasis added).*

13. Concerning the Andonis' promise to reimburse the City the cost of the Elms Road improvements, the Agreement says:

Construction of the Elms Road Improvement Project is conditioned on the Andonis paying to the City no later than May 15, 2011 the sum of \$65,100, said sum being the

estimated total cost of said public improvements. Following the completion of the construction of the Elms Road Public Improvement Project, the City will return to the Andonis any amount of said sum remaining after paying all costs of construction for said improvements. If said sum is insufficient to fully pay for the cost of construction of said improvements, the Andonis shall, within fifteen days after being notified of such insufficiency, pay to the City the full amount of said insufficiency. No occupancy permits for any portion of the project shall be issued by the City if said sum is not paid by said date.

14. The City completed the Elms Road Improvement Project by the agreed-upon date.
15. The City's actual costs of completing the Elms Road Improvement Project was \$63,760.18.
16. The City has sent invoices to the Andonis for the costs of the Elms Road Improvement Project and the Andonis have not disputed or challenged the accuracy of those invoices, or their liability to pay them.
17. Copies of the invoices sent to the Andonis are attached as Exhibit 2 and incorporated herein by reference.
18. As a result of the City's improvements to Elms Road, one of the sites within the Project has been offered for sale to developers who wish to construct a Taco Bell restaurant.

I

19. The City incorporates by reference the preceding paragraphs.
20. The parties entered into the Agreement attached as Exhibit 1.
21. The City fulfilled its obligations under the Agreement by advancing public funds toward the Elms Road Improvement Project.
22. The Andonis committed the first material breach that Agreement by failing or refusing to reimburse the City for the costs of the Elms Road Improvement Project.
23. The City suffered damages as a result of the Andonis' unlawful conduct.

II

24. The City incorporates by reference the preceding paragraphs.
25. By promising to repay any funds advanced by the City for the Elms Road Improvement Project, the Andonis induced the City into advancing public funds to finance improvements that it would not have made but for this Project.
26. The Elms Road Improvement Project made the Property more accessible and hence, more marketable, making it easier for the Andonis to sell development sites within the Project.
27. The Andonis have benefitted as a result of the City's advancement of public funds to make the Elms Road improvements.
28. If the Andonis are not required to reimburse the City the costs of making those improvements, the Andonis will be unjustly enriched.
29. Under these circumstances, it would be inequitable for the Andonis not to reimburse the City its expenses in making the Elms Road improvements.

For these reasons, the City of Swartz Creek requests entry of a money judgment against Defendants, jointly and severally, in the amount of \$63,760.18, plus interest, costs and attorney fees as allowed by law.

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

BY: _____
Michael J. Gildner (P49732)
Attorney for City of Swartz Creek
5206 Gateway Centre, Suite 200
Flint, Michigan 48507
(810) 235-9000

Date: August 6, 2013

STATEMENT

DATE: 07/12/2013



SWARTZ CREEK CITY HALL
8083 CIVIC DR
SWARTZ CREEK, MI 48473
(810) 635-4464

CURRENT	0.00
OVER 30	0.00
OVER 60	0.00
OVER 90	0.00
OVER 120	63,760.18

Customer No: 000208

ANDONI, BASIL G. AND HIAM G.
5178 WYNDEMERE SQUARE
SWARTZ CREEK, MI 48473

Property Address:

Invoice #	Date	Check Number	Charges	Pmts/Adjustments	Balance
1100005040	06/30/2011		58,621.85		58,621.85
1100005061	09/26/2011		320.83		58,942.68
1100005060	09/26/2011		67.50		59,010.18
1100005062	09/26/2011		337.50		59,347.68
1100005072	09/29/2011		362.50		59,710.18
1100005077	09/29/2011		937.50		60,647.68
1100005074	09/29/2011		887.50		61,535.18
1100005073	09/29/2011		1,425.00		62,960.18
1100005076	09/29/2011		225.00		63,185.18
1100005075	09/29/2011		575.00		63,760.18

Greco Title Agency, LLC
118 Cass Ave.
Mt. Clemens, MI 48043
Ph:(586) 463-7200 Fax:(586) 463-9703

THE HUNTINGTON NATIONAL
BANK
MICHIGAN, WEST VIRGINIA
REGIONS
COLUMBUS, OHIO 43216
ESCROW ACCOUNT

19458

GF No. 25-12254234-GCM

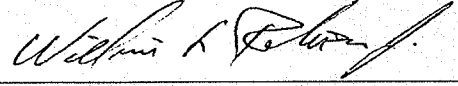
PAY *Nine Thousand Three Hundred Sixty Nine and 58/100*

DATE
08/08/2013

AMOUNT
\$9,369.58

TO THE ORDER OF City of Swartz Creek Treasurer
8083 Civic Dr.
Swartz Creek, MI 48473

VOID AFTER 90 DAYS



SAFEGUARD SECURITY

Memo: 4301 Elms Road, Swartz Creek

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈000019458⑈ ⑆072403473⑆ 01381944619⑈

Greco Title Agency, LLC
118 Cass Ave.
Mt. Clemens, MI 48043
Ph:(586) 463-7200 Fax:(586) 463-9703

THE HUNTINGTON NATIONAL
BANK
MICHIGAN, WEST VIRGINIA
REGIONS

19458

Printed by: Giacomo Garrisi

25-12254234-GCM Check Date: 08/08/2013
PAYEE: City of Swartz Creek Treasurer
SELLER: Basil G. Andoni and Hiam G. Andoni, husband and wife
BUYER: APMP, LLC, a Michigan limited liability company
ADDRESS: 4301 Elms Road, Swartz Creek, MI 48473

\$9,369.58

Line Items	Description	Amount
2503	2013 Accumulated Summer Taxes	\$9,069.58
	mowing invoice	\$300.00

Greco Title Agency, LLC
118 Cass Ave.
Mt. Clemens, MI 48043
Ph:(586) 463-7200 Fax:(586) 463-9703

THE HUNTINGTON NATIONAL
BANK
MICHIGAN, WEST VIRGINIA
REGIONS
COLUMBUS, OHIO 43216
ESCROW ACCOUNT

19455

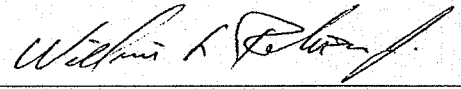
GF No. 25-12254234-GCM

PAY *Sixty Three Thousand Seven Hundred Sixty and 18/100*

DATE 08/08/2013 AMOUNT \$63,760.18

TO THE ORDER OF City of Swartz Creek Treasurer
8083 Civic Dr.
Swartz Creek, MI 48473

VOID AFTER 90 DAYS



SAFEGUARD SECURE
SAFEGUARD SECURE
MP

Memo: 4301 Elms Road, Swartz Creek

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈000019455⑈ ⑆072403473⑆ 01381944619⑈

Greco Title Agency, LLC
118 Cass Ave.
Mt. Clemens, MI 48043
Ph:(586) 463-7200 Fax:(586) 463-9703

THE HUNTINGTON NATIONAL
BANK
MICHIGAN, WEST VIRGINIA
REGIONS

19455

Printed by: Giacomo Garrisi

25-12254234-GCM Check Date: 08/08/2013
PAYEE: City of Swartz Creek Treasurer
SELLER: Basil G. Andoni and Hiam G. Andoni, husband and wife
BUYER: APMP, LLC, a Michigan limited liability company
ADDRESS: 4301 Elms Road, Swartz Creek, MI 48473

\$63,760.18

Line Items	Description	Amount
2504	Municipal Invoice	\$63,760.18



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention. sm

August 7, 2013

Mr. Mark Price
Slagter and Son Construction
1326 142nd Avenue
Wayland, MI 49348

Re: JN 112204 – Morrish Road Bridge – Deficient Bridge Railings and Deck Surface out of Tolerance.

Dear Mr. Price:

ROWE Professional Services Company has reviewed the condition of the Texas Classic bridge railing on the above referenced and has found it to be deficient. The openings in the railing are not uniform in height, width spacing, angle of opening or in location when measured from the deck up to the bottom of the opening.

The special provision for the Texas Classic bridge railing references section 711 of the 2012 MDOT Standard Specifications for Construction. In section 711.03.B, Concrete Railings it states, **“Provide smooth and tight fitting forms. Rigidly hold forms to the line and grade shown on the plans and remove without damaging the concrete. Construct moldings, panel work, and bevel strips with mitered joints. Provide true, sharp, clean-cut, finished corners, free of cracks, spalls, or other defects.”**

Section 711.03.B also states that the railings need to be cast in accordance with section 706. Section 706.03.M.4, Surface Tolerances, states that **all “other” surfaces shall be cast within ¼”**.

I have measured the spacing on the “windows” and found they vary up to 2 inches horizontally and 3 inches vertically (see attached photographs).

The bridge railing as constructed deviates significantly from the plans and no amount of grinding or corrective action will be able to adequately repair the deficiency while still providing the bridge railings in conformance project specifications.

Due to the above referenced findings, we are rejecting this work. The railings need to be removed in their entirety and replaced at no cost to the project.

Additionally, during our inspection of the bridge railing, three spots on the sidewalk are currently holding water. Two locations on the east sidewalk are at least ¼” deep and the one location on the west sidewalk is at least 3/8” deep, see attached photos. We have not been able to check the deck with a 10 foot straight edge as specified in section 706.03.M.4 of the Standard Specifications due to the forming debris scattered across the surface. Please clean off the deck and we will confirm these locations do not meet the specification.

Engineering | Surveying | Aerial Photography/Mapping | Landscape Architecture | Planning

Corporate: The ROWE Building, 540 S. Saginaw Street, Ste. 200; P.O. Box 3748 • Flint, MI 48502 • O (810) 341-7500 • F (810) 341-7573

With Offices In: Lapeer, MI • Mt. Pleasant, MI • Farmington Hills, MI • Grayling, MI • Tri-Cities, MI • Myrtle Beach, SC

www.rowepsc.com

Mr. Mark Price
August 7, 2013
Page 2

If these areas are not found to be within specification, please prepare a plan to correct the sidewalk surface in these areas and submit for approval. Any standing water on the sidewalks has the potential to turn into a hazard and a liability to the City of Swartz Creek during winter months.

Sincerely,
ROWE Professional Services Company

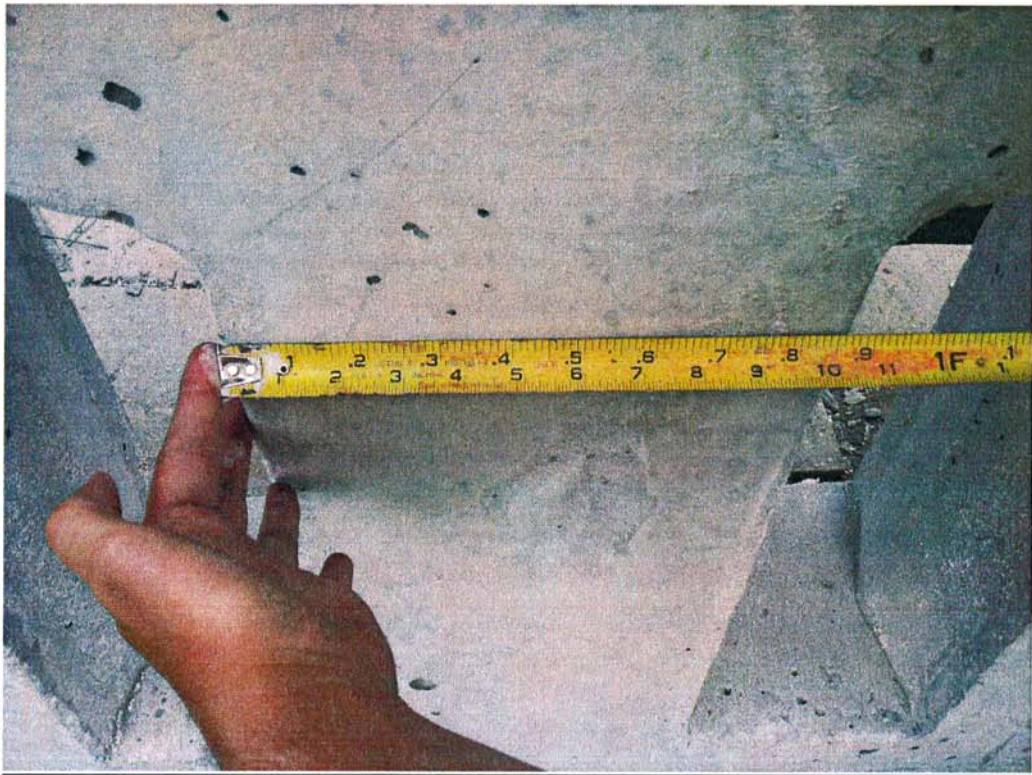
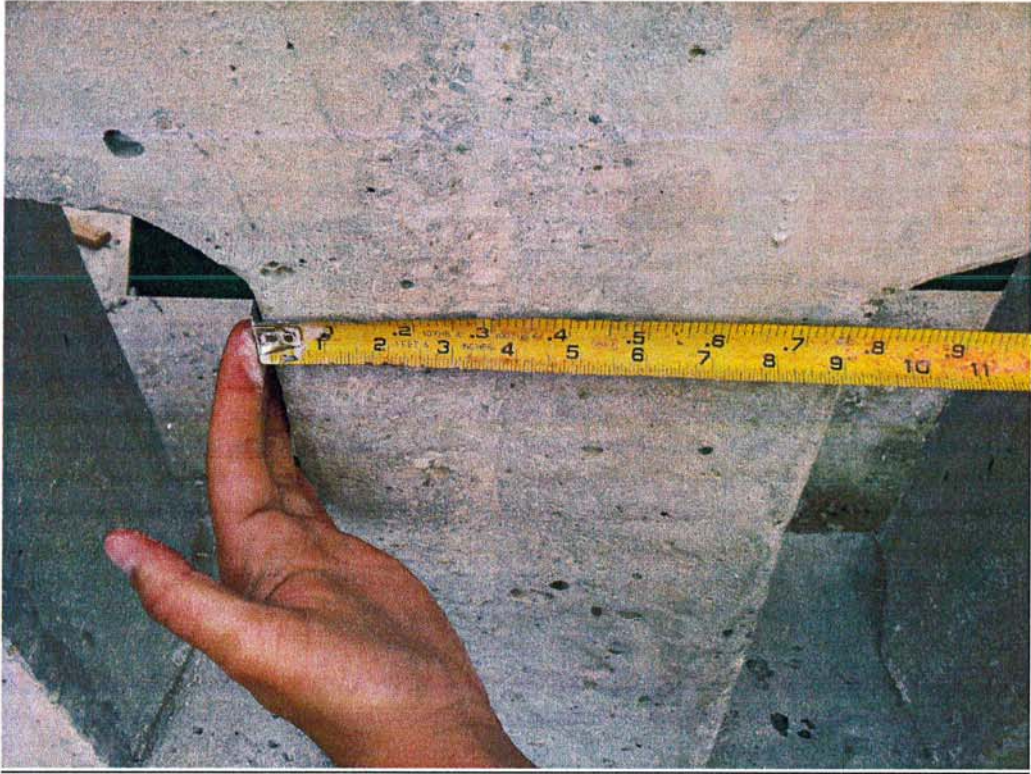


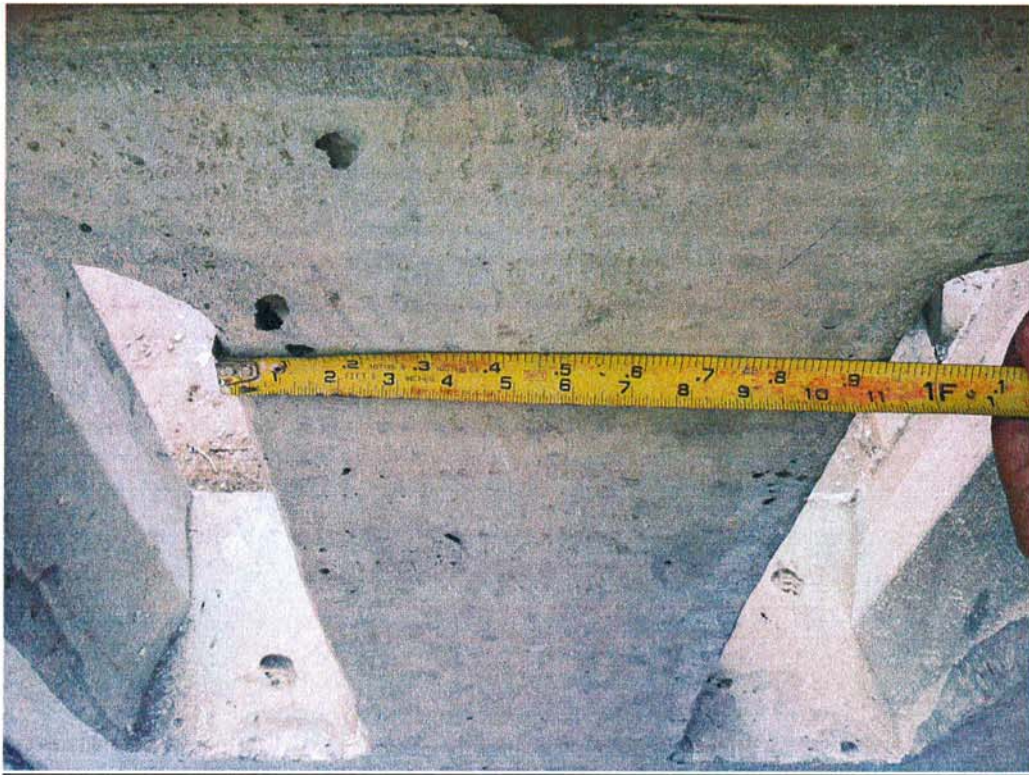
Nate Whiting, P.E.
Senior Project Engineer

R:\Projects\13C0029\Construction Docs\112 - Correspondence\8-06-2013 - Bridge Railings Deficient.docx

JN 112204A – Morrish Road in the City of Swartz Creek











SAMPLE BALLOT LANGUAGE

Shall the City of Swartz Creek assess a millage levy in the amount of ___ mills (\$___ per \$1,000.00) for public safety purposes, on the taxable valuation of all real and personal property within the city as finally equalized from July 1, 20__ through June 30, 20__, said millage levy to be dedicated to providing funds to finance both fire and police equipment and operational expenses? It is estimated that 1.0 mill would raise approximately \$_____ in the first year of the levy.

YES _____

NO _____

In the City of Swartz Creek, there is a Downtown Development Authority which, in accordance with State law, captures and uses for authorized purposes tax increment revenues from property taxes levied by the City of Swartz Creek. The total amount of captured tax increment revenues from the above millage in the first year of the levy is an estimated \$_____ less than ___% of the total revenue generated.

		Admin Fee
Real	\$ 127,863.94	\$ 1,278.64
Personal	<u>11,317.10</u>	<u>113.17</u>
Total	<u>\$ 139,181.04</u>	<u>\$ 1,391.81</u>

DDA is currently in the negative -1.3 million Taxable value –
Estimated levy to be captured is zero

Corporate Headquarters

5700 Crooks Rd., Suite 100
Troy, MI 48098
phn: 248.250.5000
fax: 248.786.1789
www.hydrodesignsinc.com

July 23, 2013

Mr. Thomas Svreck
Director of Public Works
City of Swartz Creek
8083 Civic Avenue
Swartz Creek, MI 48473

Dear Mr. Svreck,

Attached please find the *Cross Connection Control Program Summary Quarterly Report* for the second quarter of April 2013 through June 2013. This report provides a summary of information based on the calendar year.

The following breakdown clarifies the information presented in the *Cross Connection Control Program Summary Quarterly Report*:

- *Inspections, Re-inspections, Compliance Inspections** – This represents the number of on-site inspections performed during the most recent quarter. Note that more than one (1) on-site inspection may have been required to attempt compliance status.
- *Facilities in Inspection Compliance** – This represents the number of facilities determined to be “compliant” as a result of inspection(s) performed during the recent quarter.
- *Facilities in Inspection Non-Compliance** – This represents the number of facilities determined to be “non-compliant” as a result of inspection(s) performed during the recent quarter.
- *Number of Testable Assemblies* – This represents the total number of testable assemblies identified program to date.
- *Number of Testable Assemblies Tested* – This represents the total number of testable assemblies tested during the most recent quarter. This number may change if we receive forms late. The new number will be reflected in next quarter’s report.

* Please note the “*Inspections, Re-inspections, Compliance Inspections*” total may represent multiple inspections performed at the same facility

Hydro Designs, Inc. is committed to providing the City of Swartz Creek with the highest level of customer satisfaction. If for any reason you have any questions or concerns regarding the attached report or your program, please contact me directly at **1.800.690.6651 ext. 5017**. You can also e-mail me at **bpatterson@hydrodesignsinc.com**.

On behalf of everyone at Hydro Designs, Inc., thank you for allowing us to serve you. We look forward to meeting your Cross Connection Control Program needs.

Sincerely,

Bethany Patterson

Bethany Patterson
HDI, Municipal Division Administration Account Manager

Facility Survey Report : Surveys Completed

System: City of Swartz Creek

Inspections Completed for Qtr II 2013

Page 1 of 1

#	Facility Name	Address	Status	Initiated	Last Insp.	Next Insp	Comply	Shutoff	Tot Insp.	
1	Dr. Lum Dentist	8512 Miller Road	Complete	10/12/2012	05/08/2013	05/08/2014	05/08/2013			
2	Dr. Bobby Grossi	4495 Morrish Road	Complete	05/08/2013	05/08/2013	05/08/2014	05/08/2013			
3	Super Cleaners	8603 Miller Road	Complete	05/08/2013	05/08/2013	05/08/2014	05/08/2013			
4	Dr. Ryan	6203 Miller Road	Complete	05/08/2013	05/08/2013	05/08/2014	05/08/2013			
5	General Motors S.P.O.	6060 W. Bristol Rd	Complete	05/08/2013	05/08/2013	05/08/2014	05/08/2013			
6	Hougen Manufacturing	3001 Hougen Drive	Complete	05/08/2013	05/08/2013	05/08/2014	05/08/2013			
7	Letavis Auto Wash	8540 Miller Rd.	Complete	05/08/2013	05/08/2013	05/08/2014	05/08/2013			
8	Sharp Funeral Home	8138 Miller Road	Complete	05/08/2013	05/08/2013	05/08/2014	05/08/2013			
9	Burger King	7030 Miller Road	Complete	05/08/2013	05/08/2013	05/08/2018	05/08/2013			
10	Executive Financial	7577 Miller Road	Complete	05/08/2013	05/08/2013	05/08/2018	05/08/2013			
11	Subway	8603 Miller Road	Complete	05/08/2013	05/08/2013	05/08/2018	05/08/2013			
Completed - In Compliance			Total Facilities	11						

Facility Survey Report : Surveys Not-Completed

System: City of Swartz Creek

Inspections Completed for Qtr II 2013

Page 1 of 1

#	Facility Name	Address	Status	Initiated	Last Insp.	Next Insp	Comply	Shutoff	Tot Insp.	
1	The Pines of Swartz Creek	8240 Miller Road	Rescheduled	05/08/2013	05/08/2013	01/01/2013				
Not Yet Completed			Total Facilities							1

Cross Connection Control Program Summary Report City of Swartz Creek 2013 Current Contract: 12/1/10 - 11/30/13	
Quarter 1 (Jan-March 2013)	
Inspections, Re-inspections, Compliance Inspections	10
Facilities in Inspection Compliance	9
Facilities in Inspection Non-Compliance (in notification process)	1
Number of Testable Assemblies - Program to Date	68
Number of Testable Assemblies Tested - Year to Date	0
Quarter 2 (April-June 2013)	
Inspections, Re-inspections, Compliance Inspections	12
Facilities in Inspection Compliance	11
Facilities in Inspection Non-Compliance (in notification process)	1
Number of Testable Assemblies - Program to Date	69
Number of Testable Assemblies Tested - Year to Date	32
Quarter 3 (July-September 2013)	
Inspections, Re-inspections, Compliance Inspections	0
Facilities in Inspection Compliance	0
Facilities in Inspection Non-Compliance (in notification process)	0
Number of Testable Assemblies - Program to Date	0
Number of Testable Assemblies Tested - Year to Date	0
Quarter 4 (October - December 2013)	
Inspections, Re-inspections, Compliance Inspections	0
Facilities in Inspection Compliance	0
Facilities in Inspection Non-Compliance (in notification process)	0
Number of Testable Assemblies - Program to Date	0
Number of Testable Assemblies Tested - Year to Date	0
2013 Summary	
Inspections, Re-inspections, Compliance Inspections - YTD	22
Facilities in Inspection Compliance - YTD	20
Facilities in Inspection Non-Compliance (in notification process) YTD	2
Number of Testable Assemblies	69
Number of Testable Assemblies Tested - YTD	32
Total Number of Facilities	136
Facilities Inspected since beginning of the program	136
Current Contract 12/1/10 - 11/30/13	
Current Contract Required Inspections	93
Current Contract Inspections Completed	87

* The total number of assemblies tested may vary from past reports due to continuous receipt of incoming test reports.

Swartz Creek Vacancy Report

Facility Name	Address	Street	City	Zip Code	Facility Type
Occupant		Miller	Swartz Creek	48473-	Vacant Building / Suite
Occupant		Miller	Swartz Creek	48473-	Vacant Building / Suite
Occupant		Miller	Swartz Creek	48473-	Vacant Building / Suite
Occupant		Miller	Swartz Creek	48473-	Vacant Building / Suite
Occupant		Morrish	Swartz Creek	48473-	Vacant Building / Suite
Occupant		Miller	Swartz Creek	48473-	Vacant Building / Suite
Occupant		Miller	Swartz Creek	48473-	Vacant Building / Suite
Occupant		Miller	Swartz Creek	48473-	Vacant Building / Suite
Occupant		Miller	Swartz Creek	48473-	Vacant Building / Suite
Occupant		Miller	Swartz Creek	48473-	Vacant Building / Suite
Occupant		Miller	Swartz Creek	48473-	Vacant Building / Suite
Occupant		Holland	Swartz Creek	48473-	Vacant Building / Suite
Occupant		Miller Rd	Swartz Creek	48473	Vacant Building / Suite

Lloyd R. Fayling
Director
David C. Ackley
Deputy Director

Executive Board

Chairman
Kurt Soper
Supervisor
Davison Township

Vice Chairman
Paul Bueche
Manager
City of Swartz Creek

Treasurer
Karyn Miller
Supervisor
Flint Township

Dennis Bow
Manager
City of Flushing

Robert Cole
Supervisor
Argentine Township

Larry Green
Supervisor
Mt. Morris Township

Dave Guigear
Supervisor
Mundy Township

Mark Emmendorfer
Supervisor
Montrose Township

Jakki Sidge
Manager
Village of Goodrich

Ted Henry
Commissioner
Genesee County

Omar Sims
Commissioner
Genesee County

F/Lt. Matt Bolger
Post Commander
Michigan State Police

Robert Pickell
Sheriff
Genesee County

FOR IMMEDIATE RELEASE
July 12, 2013

Contact: Lloyd Fayling, Genesee County Communications Center
810-732-4720

Bruce Trevithick, Genesee County Medical Control Authority
810-262-2555

Genesee County 9-1-1 to Begin Direct Dispatching of Emergency Medical Services

The Genesee County 9-1-1 Center and Genesee County Medical Control Authority have announced that the move to direct dispatching of Emergency Medical Services (EMS) in Genesee County will begin on September 9, 2013. On that date all EMS calls will be dispatched directly to the closest, most appropriate ambulance or other EMS vehicle.

Dispatchers will send EMS units based upon Automatic Vehicle Locator, or AVL, technology that is placed in every unit and allows the 9-1-1 Center's computers to determine the closest unit to the request for emergency medical care. The dispatcher will then communicate directly via radio with that EMS crew and send detailed information about the call to a computer in the vehicle.

"This new system will significantly reduce the amount of time it takes our dispatchers to get an ambulance rolling to a person who needs help," said Lloyd Fayling, Director of Genesee County 9-1-1. "Instead of calling an ambulance company's dispatcher to see if they have a crew sitting in a base, we will be able to immediately and directly send an ambulance that is already on the road to a call."

The proposed change was first announced by 9-1-1 in 2010 based upon a continuing effort to improve service. Since that time, 9-1-1 and the Medical Control Authority have been working through numerous technical, policy, financial, and political issues to get the system on line. The new system requires each private ambulance company's existing computer, dispatching, and communication systems to be integrated with 9-1-1.

"Pulling together nine private ambulance companies into a single system is no small feat," Director Fayling stated. "There have been significant hurdles that had to be overcome, but overall we have had good cooperation from everyone involved."

There are currently three 9-1-1 centers that dispatch EMS in the county: Genesee County, the City of Flint, and the City of Fenton. This move will initially affect only the Genesee County 9-1-1 service area. Some City of Flint EMS calls are currently being dispatched by Genesee County 9-1-1, and it is expected that the city will be fully integrated into the new system within a few months after the September 9th start date.

"This is an incredible improvement for our EMS system and one we have encouraged for many years," said Bruce Trevithick, Executive Director of the Genesee County Medical Control Authority. "Whenever you can save time, you can save lives."

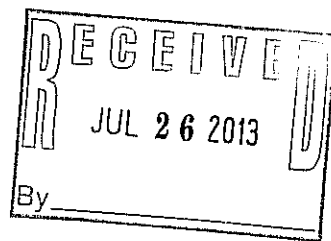
Under the current process, 9-1-1 does not know where all of the EMS units are at any given time. When a request for help comes in, the 9-1-1 dispatcher is given the closest ambulance base to the call, then the dispatcher calls the private company to see if an ambulance is available at the location. If not, they have to repeat the process for the next closest ambulance company's base.

The process on average takes ninety seconds to two minutes, and there have been instances where it has taken much longer. According to Director Fayling, with this change in dispatching it will be virtually instantaneous.

“While this is a positive step forward, we will need to watch it closely over the next several months and years,” Trevithick cautioned. “In a free market EMS system, like we have here, the potential consequences of this type of change is a heightened level of competitiveness that could result in decreased coverage in some areas of the county and at certain times of the day.”

The Law Offices of Mark J. Newman, PLLC

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



July 25, 2013

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,

This letter is in follow up to our prior exchange of telephone calls, emails, and in-person meeting, regarding the above referenced liquor control commission application.

As you will undoubtedly recall, my client, Pietro Montini, is the owner and operator of Dave’s Pizza, located on Miller Road, in the City of Swartz Creek. Previously, an application was submitted, to your office, for local approval, for a Class C license, New SDM license with new Sunday sales permit (PM), new Sunday sales permit (AM), new dance-entertainment permit, and new outdoor-service area. After discussing Mr. Montini’s application with you, and Mr. Zettle, the City Planner, all parties agreed that it was best to withdraw the dance-entertainment permit request. We have, in fact, withdrawn that request, formally, with the City, as well as the Michigan Liquor Control Commission.


In light of the foregoing, there was still the issue of obtaining a special use permit for the outdoor café that Mr. Montini intended to open and, once approved to do so, serve alcohol in. However, since our last exchange of information, I have had an opportunity to speak with Mr. Montini, and he no longer wishes to pursue the outdoor-service area permit. As such, I would ask that you accept this letter as our formal withdraw of that portion of his application/request.

OPTIONAL FORM NO. 10, MAY 1962 EDITION. GSA FPMR (41 CFR) 101-11.6. U.S. GOVERNMENT PRINTING OFFICE: 1962 O 550-000

At this time, I believe that there is a simple zoning issue left to address. We have not discussed that, in detail, as we felt that the special use permit, for the outdoor café, would have to be addressed first. However, it is my recollection that it may involve the parking issues outlined in Mr. Zettle's letter, from April of last year.

Please contact me, upon receipt of this letter, to discuss this matter further. Of course, if you wish to continue to communicate by email, that would be welcomed as well.

Very truly yours,



Mark J. Newman

The Law Offices of Mark J. Newman, PLLC

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

July 25, 2013

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 outdoor-service area 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,



Mark J. Newman

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

08/08/2013
 GL ACTIVITY REPORT FOR CITY OF SWARTZ CREEK
 FROM 202-463.300-510.100-463.300 TO 202-463.300-801.500-463.300
 TRANSACTIONS FROM 07/01/2005 TO 08/08/2013

Date	JNL	Type	Description	Reference #	Debits	Credits
07/01/2005			202-463.300-510.100-463.300 Surface Transportation Program			
			This revenue item was put with expenditures to show only revenue from Meijers			
08/08/2013			Cumulative Net Debits and Credits:	END BALANCE	0.00	0.00
07/01/2005			202-463.300-583.003-463.300 Contrib - Morrish Rd (Meijers)			
12/09/2008	MRB	JE	CORRECTING JE 68917 - PROJECT ACCOUNT	Payment from Meijers 00066371		150,000.00
04/14/2010	MRB		SUMMARY MRB 04/14/2010	Payment from Meijers		945,000.00
05/02/2013	GJ	JE	Moving bill to proper accounts	Payment from Meijers 71169		29,187.90
08/08/2013			Cumulative Net Debits and Credits:	END BALANCE	0.00	1,124,187.90
07/01/2005			202-463.300-677.000-463.300 Reimbursements			
			This revenue item was put with expenditures to show only revenue from Meijers			
08/08/2013			Cumulative Net Debits and Credits:	END BALANCE	0.00	0.00
			Total Revenue Received			1,124,187.90

Morrish North Road Improvements

Date	JNL	Type	Description	Reference #	Debits	Credits
07/01/2005			202-463.300-801.000-463.300 Contractual Services			
11/13/2008	AP	JE	AP Ref 17108 Genesee Co Drain	Plan Review Fee 00066851	250.00	
06/04/2009	AP	INV	N MORRISH RD	Rowe Professional 00018367	928.00	
01/21/2010	AP	INV	TRAFFIC STUDY FOR NORTH MORRISH RD	Progressive 00019559	976.24	
03/04/2010	AP	INV	APP RENEW 09-0024 MRSH I-69/BRSTL SOIL	Genesee Co Drain 00019871	500.00	
07/15/2010	AP	INV	POLE RELOCATION MORRISH RD PROJECT	Consumers Energy 06/29/10	2,916.00	
09/30/2010	CR	RCPT	Miscellaneous 09/30/2010	Consumers Energy Refund	(570.00)	
08/08/2013			Cumulative Net Debits and Credits:	END BALANCE	5,000.24	
07/01/2005			202-463.300-801.400-463.300 Design Engineering			
10/02/2008	AP	INV	RECONST DESIGN FOR MORRISH RD/RACEWAY TO	Rowe Professional 00016836	8,249.50	
10/30/2008	AP	INV	RECONST DESIGN FOR MORRISH RD/RACEWAY TO	Rowe Professional 00017021	21,447.00	
12/04/2008	AP	INV	RECONST DESIGN FOR MORRISH RD/RACEWAY TO	Rowe Professional 00017224	23,514.25	
01/08/2009	AP	INV	RECONST DESIGN FOR MORRISH RD/RACEWAY TO	Rowe Professional 00017429	9,708.50	
02/05/2009	AP	INV	RECONST DESIGN FOR MORRISH RD/RACEWAY TO	Rowe Professional 00017622	7,864.75	
02/05/2009	GJ	JE	WRONG DEPT USED ON INVOICE 62375-ROWE	Rowe Professional 00066444	276.00	
03/05/2009	AP	INV	RECONST DESIGN FOR MORRISH RD/RACEWAY TO	Rowe Professional 00017807	2,000.00	
04/02/2009	AP	INV	RECONST DESIGN FOR MORRISH RD/RACEWAY TO	Rowe Professional 00017984	268.00	
06/25/2009	AP	INV	MORRISH/BRISTOL REVIEW	Rowe Professional 00018477	320.04	
06/30/2009	AP	INV	MORRISH/BRISTOL REVIEW	Rowe Professional 00018567	1,783.74	
08/20/2009	AP	INV	MORRISH/BRISTOL REVIEW	Rowe Professional 00018768	416.06	

10/15/2009	AP	INV	BRISTOL&MORRISH IMPR/PAVEMENT MARKINGS	Rowe Professional	00019057	873.50
08/08/2013			Cumulative Net Debits and Credits:		END BALANCE	76,721.34
07/01/2005			202-463.300-801.450-463.300 Construction Engineering			
09/02/2010	AP	INV	CONSTRUCTION ENGINEERING ON MORRISH RD N	Rowe Professional	0065550	44,180.25
09/02/2010	AP	INV	CONSTRUCTION ENGINEERING ON MORRISH RD N	Rowe Professional	0065153	26,244.75
09/02/2010	AP	INV	CONSTRUCTION ENGINEERING ON MORRISH RD N	Rowe Professional	0065363	34,622.25
10/28/2010	AP	INV	CONTR ADMIN MORRISH RD I-69 TO BRISTOL	Rowe Professional	0065941	4,114.75
08/08/2013			Cumulative Net Debits and Credits:		END BALANCE	109,162.00
07/01/2005			202-463.300-801.500-463.300 MDOT Project Pmts			
07/29/2010	AP	INV	PROGRESS BILLING #1 MORRISH RD NORTH	MDOT	327529	167,557.88
08/19/2010	AP	INV	LOCAL PROGRESS BILL #2 MORRISH NORTH	MDOT	AP 327990	239,388.44
10/07/2010	AP	INV	LOCAL PROG BILLING #3 MORRISH RD NORTH	MDOT	AP 329159	220,191.75
10/07/2010	AP	INV	LOCAL PROG BILLING #4 MORRISH RD NORTH	MDOT	AP 329768	18,444.40
02/17/2011	AP	INV	LOCAL PROGRESS BILL #5 MORRISH RD NORTH	MDOT	AP333092	37,137.50
03/17/2011	AP	INV	LOCAL PROGRESS BILLING #6	MDOT	AP 333606	2,084.97
06/30/2011	AP	INV	LOCAL PROGRESS BILLING #7	MDOT	AP336918	15,521.45
12/27/2011	CR	RCPT	Federal Funding Maximized	MDOT Refund		(23,115.53)
08/08/2013			Cumulative Net Debits and Credits:		END BALANCE	677,210.86

Total Road Project Expenditures

868,094.44

Morrish / Bristol Intersection

07/01/2005			202-463.302-801.000-463.302 Contractual Services			
02/25/2010	AP	INV	R.O.W. ACQUISITION	James Fortino	00019750	1,500.00
02/25/2010	AP	INV	R.O.W. ACQUISITION	Larry and Sara Bush	00019751	1,500.00
03/25/2010	AP	INV	REVV PLANS FOR BID PRICE BRISTOL/MORRISH	Rowe Professional	00020004	198.00
04/14/2010	AP	INV	MARCH 10 GENERAL/TRAFFIC/ORDIN	Simen,Figura, Parker PLC	153709	525.00
04/22/2013			Cumulative Net Debits and Credits:		END BALANCE	3,723.00

07/01/2005			202-463.302-801.400-463.302 Design Engineering			
02/25/2010	AP	INV	STAKE EASMNT/GRADNG LMTS BRISTOL/MORRISH	Rowe Professional	00019732	375.00
02/25/2010	AP	INV	BRISTOL-MORRISH INTERSECTION	Rowe Professional	00019746	4,000.00
10/21/2010	AP	INV	BALANCE OF BRISTOL-MORRISH INVOICE	Rowe Professional	64200A	206.00
04/22/2013			Cumulative Net Debits and Credits:		END BALANCE	4,581.00

07/01/2005			202-463.302-801.500-463.302 MDOT Project Pmts			
10/28/2010	AP	INV	MORRISH/BRISTOL INTERSECTION	Zito Construction	10/20/10	149,868.21
12/22/2010	AP	INV	MORRISH/BRISTOL INTERSECTION	Zito Construction	#2	97,921.26
04/22/2013			Cumulative Net Debits and Credits:		END BALANCE	247,789.47

TOTAL Intersection Project Expenditures

256,093.47

***This section includes streetlights**

Streetlights revenues from streetlights tab			15,662.50
Streetlights expenditures from streetlights tab	Consumers Energy		15,662.50
TOTAL Revenues for Meijers Road Project			1,139,850.40
TOTAL Expenditures for Meijers Road Project			1,139,850.41
Balance Due as of 08/08/2013			0.01
Maximum contribution from Meijer for this section			1,245,000.00
Under (over) maximum contribution			105,149.59

GL ACTIVITY REPORT FOR CITY OF SWARTZ CREEK
 FROM 202-463.303-583.003-463.303 TO 202-463.303-801.500-463.303

Date	JNL	Type Description	Reference #	AMT	BALANCE
I-69 Westbound @Morrish Rd. Light					
07/01/2011		202-463.303-583.003-463.303 Contrib - Morrish Rd (Meijers)			0.00
05/02/2013	GJ	JE Moving bill to proper accounts	71169		101,516.05
08/08/2013		202-463.303-583.003-463.303 Contrib - Morrish Rd (Meijers)		END BALANCE	101,516.05
Total Revenue Received					

I-69 WB at Morrish Rd Intersection					
07/01/2011		202-463.303-801.000-463.303 Contractual Services			0.00
05/17/2012	AP	INV ENGINEERING SERVICES FOR SIGNAL WORK MOR	Progressive AE	00143969	942.50
05/24/2012	AP	INV ENGINEERING SERVICES FOR SIGNAL WORK MOR	Progressive AE	00144153	7,936.25
06/21/2012	AP	INV ENGINEERING SERVICES FOR SIGNAL WORK MOR	Progressive AE	00144304	201.15
08/23/2012	AP	INV ENGINEERING SERVICES FOR SIGNAL WORK MOR	Progressive AE	00144788	398.75
09/27/2012	AP	INV ENGINEERING SERVICES FOR SIGNAL WORK MOR	Progressive AE	00145019	3,903.70
10/25/2012	AP	INV ENGINEERING SERVICES FOR SIGNAL WORK MOR	Progressive AE	00145213	591.35
11/21/2012	AP	INV ENGINEERING SERVICES FOR SIGNAL WORK MOR	Progressive AE	00145683	10,165.70
01/24/2013	AP	INV ENGINEERING SERVICES FOR SIGNAL WORK MOR	Progressive AE	00146258	4,570.05
02/28/2013	AP	INV ENGINEERING SERVICES FOR SIGNAL WORK MOR	Progressive AE	00145936 A	5,969.00
04/18/2013	AP	INV SIGNAL Poles & Mast Arms	Carrier & Gable Inc.	243421	71,670.00
04/19/2013	AP	INV ANCHOR BOLTS & HARDWARE PER QUOTE	AA Anchor Bolt Inc.	51430	4,247.50
05/16/2013	AP	INV ENGINEERING SERVICES FOR SIGNAL WORK MOR	Progressive AE	00146361	1,100.10
05/23/2013	AP	INV ENGINEERING SERVICES FOR SIGNAL WORK MOR	Progressive AE	00147488	4,033.45
06/20/2013	AP	INV REIMBURSE PETTY CASH for overnite postage	US Post Office	6/17/13	14.10
06/20/2013	AP	INV INSTALL TRAFFIC SIGNAL MORRISH & I-69	Strain Electric Co.	1	90,489.00
06/20/2013	AP	INV INSTALL TRAFFIC SIGNAL MORRISH & I-69	Strain Electric Co.	2	11,145.00
08/08/2013		202-463.303-801.000-463.303 Contractual Services		END BALANCE	217,377.60

Total Revenues for I-69 WB@Morrish Light		101,516.05
Total Expenditures for I-69 WB@Morrish Light	217,377.60	
Original Balance Due as of 08/08/2013		115,861.55
Maximum contribution from Meijer for this section	175,000.00	
Under (over) maximum contribution as of 08/08/2013		(42,377.60) over
Actual Balance Due as of 07/31/2013		73,483.95

GL ACTIVITY REPORT FOR CITY OF SWARTZ CREEK
 FROM 202-463.304-583.003-463.304 TO 202-463.304-801.000-463.304
 TRANSACTIONS FROM 07/01/2011 TO 08/08/2013

Date	JNL	Type	DESC	Reference #	AMT	BALANCE
Fund 202 Major Street Fund						
07/01/2011			202-463.304-583.003-463.304 Contrib - Morrish Rd (Meijers)	BEG. BALANCE		0.00
05/02/2013	GJ	JE	Moving bill to proper accounts	71169		15,662.50
08/08/2013			202-463.304-583.003-463.304 Contrib - Morrish Rd (Meijers)	END BALANCE		15,662.50
Total Revenue Received						
Morrish Rd Streetlights at Meijers Property						
07/01/2011			202-463.304-801.000-463.304 Contractual Services	BEG. BALANCE	0.00	
04/12/2013	AP	INV	N MORRISH RD STREETLIGHTS Consumers Energy	100202479	15,662.50	
08/08/2013			202-463.304-801.000-463.304 Contractual Services	END BALANCE	15,662.50	
TOTAL FOR FUND 202 Major Street Fund					15,662.50	15,662.50
Total Revenues for Morrish Rd Streetlights at Meijers Property						15,662.50
Total Expenditures for Morrish Rd Streetlights at Meijers Property					15,662.50	
Difference						0.00

****Included in Morrish Rd North totals**

Bristol/Morrish Intersection Traffic Light

202-463.305-583.003-463.305

202-463.305-801.000-463.305

***Nothing expensed as of 08/08/2013**

Totals of entire project as of: **8/8/2013**

First amedment to Development Agreement:

- a) \$150,000.00 towards the cost of the Morrish Road Improvements
 - b) \$945,000.00 after the State awards the winning bids for phase 2
 - c) \$150,000.00 after the entire Morrish Road Improvement Project (except for both signals) is finished (Includes streetlights)
 - d) \$175,000.00 after the Morrish/I-69 WB Signal is warranted and the City awards the winning bid for construction
 - e) \$80,000.00 after the Morrish/Bristol Signal is warranted and the City awards the winning bid for construction
- \$1,500,000.00

As of:

8/8/2013 \$1,139,850.41 Amounts spent by City for Morrish Rd Improvements (including streetlights)
8/8/2013 \$217,377.60 Amounts spent by City for Morrish/WB I-69 Traffic Signal
8/8/2013 \$0.00 Amounts spend by City for Morrish/Bristol Traffic Signal

\$1,357,228.01

8/8/2013 \$1,357,228.01 Amounts spent by City
8/8/2013 \$1,241,366.45 Amounts rec'd by City from Meijers

\$115,861.56 Amount to be paid to City
(42,377.60) City overage on I-69 Light

\$73,483.96 Still owed to City for work done

\$80,000.00 Future Morrish/Bristol Signal



Paul Bueche

City Manager

pbueche@cityofswartzcreek.org

31-July-2013

Mr. CHUCK MELKI, Supervisor

C/O Gaines Township
9255 West Grand Blanc Road
Gaines, Michigan 48436

Re: **Contracted Police Services**

Dear **Mr. MELKI,**

In regards to your correspondence date 22-July-2013, the City might be willing to provide such services at an approximate cost of \$92,000 per year. In addition to the above forty hours of general patrol, routine investigative services would run about \$20 per hour per officer. Vehicle expenses can be variable, but generally would run at actual cost.

Please take note that the data provided is broad based on variable assumptions. If you need to discuss this further, please feel free to call.

Sincerely,

PAUL BUECHE

City Manager
(810)-635-4464

Copy: City Council

8083 Civic Drive

Swartz Creek Michigan 48473

Phone: (810)-635-4464

Fax: (810)-635-2887

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