

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday March 11, 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 February 25, 2013 MOTION Pg. 7, 10-23
5. **APPROVE AGENDA**
  - 5A. Proposed / Amended Agenda MOTION Pg. 7
6. **REPORTS & COMMUNICATIONS:**
  - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg.7, 2-6
  - 6B. Monthly DPW Report Pg. 24-30
  - 6C. Monthly Check Ledger Pg. 31-34
  - 6D. Rev-Exp Summary Report Pg. 35-36
  - 6E. Bid Tabulations, Morrish I-69 Overpass Repairs (Agenda Item) Pg. 37-38
  - 6F. 2012-2016 Supervisor's Labor Agreement (Agenda Item) Pg. 39-56
  - 6G. DDA & Planning Commission Packets CD.
  - 6H. EVIP Supplement Filing CD.
  - 6I. 2014-2017 TIP Tentative Schedule Pg. 57-58
  - 6J. Title VI Notice Pg. 59-60
  - 6K. Sr. Center Shelter Notice Pg. 61
  - 6L. Sheriff's Department Siren Grant Asset Transfer Pg. 62-63
  - 6M. Comcast Notices, Changes & Promotion Pg. 64-66
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
  - 8A. Bid Award, Appropriation: Morrish Road I-69 Overpass RESO. Pg. 8, 37-38
  - 8B. Tri-County Wireless Agreement, Exercise Option RESO. Pg. 8, 5
  - 8C. Addendum, Supervisor's Labor Agreement RESO. Pg. 9, 39-56
  - 8D. Meijer Opening Events & Issues DISC. Pg.
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 March 11, 2013 7:00 P.M.**

**TO:** Honorable Mayor, Mayor Pro-Tem & Council Members  
**FROM:** PAUL BUCHE // City Manager  
**DATE:** 8-March-2013

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

- ✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** (See Individual Category)
- **2014-2017 T.I.P. APPLICATION** (Status)

Applications have been filed on the following streets for the next round of the TIP Program: **Bristol Road** (GM-SPO to Miller Road), **Fairchild, Winston, Cappy & Worchester** (Miller to Miller), **Miller Road Segment #1** (Elms to Tallmadge), **Miller Road Segment #2** (Morrish to Elms), **Miller Road Segment #3** (Seymour to Morrish), **Miller Road Segment #4** (Tallmadge to Dye). Below is a tentative schedule for repair (funded streets above the line), not yet approved by the MPO:

AGENCY	PROJECT	LIMITS	SUBMITTED		PER LN ADT	Total Fed	Cost Per LN FT
			PASER	SCORED PASER			
GCRC	Flushing Road	Linden Road to Mill Road	2	2	1,581	\$ 716,680.00	\$ 52.30
GCRC	Pierson Road	Linden Road to I-75	3	3	6,485	\$ 954,776.00	\$ 86.77
GCRC	Coldwater Road	Neff Road to Saginaw Road	2	2	1,581	\$ 1,471,080.00	\$ 87.07
GCRC	Coldwater Road	Clio Road to Neff Road	2	2	1,493	\$ 1,471,080.00	\$ 87.07
GCRC	Clio Road	Dodge Road to Wilson Road	2	2	1,471	\$ 1,239,240.00	\$ 90.44
Swartz Creek	Fairchild, Winston	Miller Road to Miller Road	2	2	557	\$ 510,657.00	\$ 71.96
Swartz Creek	Miller Road	Morrish Road to Elms Road	3	3	6,942	\$ 887,621.00	\$ 58.37
Swartz Creek	Miller Road	Tallmadge Court to Dye Road	3	3	4,309	\$ 891,494.00	\$ 43.97
Mt Morris	Saginaw Street	South City Limits to Mt Morris Ro	2	2	3,461	\$ 627,115.00	\$ 74.23
GCRC	Flushing Road	Warner Road to Linden Road	2	2	1,389	\$ 570,400.00	\$ 41.63
Flint	Kearsley Street	Chevrolet Ave to Beach Street	3	3	6,443	\$ 954,467.00	\$ 66.86
Mt Morris	Saginaw Street	Mt Morris Road to North City Lim	2	2	2,331	\$ 634,404.00	\$ 75.10
Burton	Center Road	Atherton Road to Lippincott Blvd	3	3	5,104	\$ 979,275.00	\$ 46.37
GCRC	Linden Road	Lennon Road to Corunna Road	3	3	6,811	\$ 1,910,444.00	\$ 87.68
GCRC	Coldwater Road	Saginaw Road to Dort Highway	2	2	974	\$ 839,960.00	\$ 48.03
GCRC	Linden Road	Corunna Road to Calkins Road	3	3	5,825	\$ 1,898,880.00	\$ 89.55
Fenton	Poplar Street	Silver Lake Road to North Road	3	3	4,388	\$ 466,338.00	\$ 753.44
GCRC	Linden Road	Frances Road to Dodge Road	2	2	1,657	\$ 480,000.00	\$ 57.51
Mt Morris	Roosevelt Street	Benson Street (City Limits) to Sag	2	2	215	\$ 416,417.00	\$ 170.02
GCRC	Davison Road	Irish Road to Davison City Limits	3	3	3,640	\$ 1,035,920.00	\$ 34.04
Flint	Fenton Road	Campbell Street to I-69	5	3	3,380	\$ 1,323,045.00	\$ 73.87
Burton	Center Road	Bristol Road to Atherton Road	3	3	3,771	\$ 993,134.00	\$ 47.02
GCRC	N Saginaw Road	Mt Morris City Limits to Frances f	3	3	2,147	\$ 526,240.00	\$ 47.10
Davison	W Rising, Dayton,	State Street (M-15) to Main Stree	3	3	838	\$ 547,931.00	\$ 115.83
GCRC	N Saginaw Road	Carpenter Road to Coldwater Roa	3	3	2,109	\$ 937,480.00	\$ 44.30
Swartz Creek	Miller Road	Seymour Road to Morrish Road	4	4	5,402	\$ 924,543.00	\$ 56.12
GCRC	N Saginaw Road	Stanley Road to Mt Morris City Li	3	3	4,038	\$ 474,720.00	\$ 46.15

Assuming this list will be approved, all of the streets we have submitted finished near the top of the repair list. All of the streets are within the funding level, with the exception of the Miller Road piece between Morrish and Seymour, which falls just below the funding line. As a note, Fairchild, Cappy, Worchester and Winston may likely be pulled from the funding section by MDOT as the traffic counts are not significant enough to justify limited funds. Even so, we would be able to repair Miller from Morrish to Dye, with the exception of the piece near I-69. It's probably a safe bet that Miler between Morrish and Seymour will not make the 2014-2017 funding call. Not a bad finish though...

- **MORRISH ROAD BRIDGE PROJECT** (Status)

The Morrish Road Bridge Project is the last remaining project funded in the 2011-2014 TIP. Barring any unforeseen items, the project is under projected costs by about \$25k. The only item we do not have a price on yet are the four lights included

in the design. We are awaiting this data from Consumer's Energy. Updated cost estimates 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)

The project is estimated to last for two months and with a tentative start date of June 17<sup>th</sup>. The first round of notification letters have gone out with additional letters planned later into the spring.

✓ **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.

✓ **MARATHON REDEVELOPMENT PROJECT (Status)**

The Council selected the Biggby Project at the Special Meeting of February 20<sup>th</sup>. Here is the revised schedule:

RFP Issued:	September 8, 2011
RFP Response Deadline:	November 1, 2011 @ 4:00 p.m.
Presentations by Invitation:	February 2, 2012
Council Selection:	February 20, 2012
Purchase Agreement:	June, 2012
Planning Commission Site Plan:	TBD, 2013
Building Demo:	October, 2012
UST Removal:	December, 2012
Property Closing:	March, 2013
Commence Construction:	T.B.D.

The Circuit Court has granted a default motion to quiet title. The title company is collecting the paperwork needed for closing and the Atkinson's are reviewing the requested deed covenants offered by the Marathon Petroleum Company.

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

Pending.

✓ **CITY PROPERTY, 4438 MORRISH ROAD (Status)**

We'll look at a disposition for the house at 4438 Morrish in the spring.

✓ **LABOR CONTRACTS, SHARED SERVICES, BUILDING DEPARTMENT (Resolution)**

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. Flint Township will be visiting the matter at their meeting to be held this evening. Our shared services committee continues to meet and should have a report back to the Council soon.

As the Council is aware, Lt. DeShano is retiring on May 1<sup>st</sup>. Rick is working on a process to fill the position with the best qualified candidate, either within or outside the department. We've run an ad seeking applications for the position, the deadline being March 20<sup>th</sup>. The position will require joining the Supervisor's Bargaining unit and before we do hire, we'd like to make a few adjustments to this agreement to accommodate the transition. The best way is through an addendum to the existing agreement, a copy of which I've provided with tonight's packet. The union still must agree to the addendum, but I see no problem with it. I have another issue I'd like to change in the addendum. As it stands now, the City Clerk position is not eligible for comp time (Section No. 7). The Clerk's position is eligible for an additional 40 hours absent leave in lieu of the comp time (Section No. 11-C of the agreement). The position generates a considerable amount of afterhour's time by nature of the job description. I'd like to move this position from Section No. 11-C to comp time eligible, Section No. 7. I've included a general provisions resolution allowing for an addendum to the agreement.

- ✓ **FIRE DEPARTMENT: BUDGET, CONTRACT & COST RECOVERY** (*Status*)  
I met with the township regarding the contract. The meeting produced a step closer to resolving the CIP issue. I'm doing a bit of research before a yet to be scheduled second meeting.
- ✓ **SPRINGBROOK EAST & HERITAGE ASSOCIATION S.A.D.** (*Status*)  
All that remains is to accept the streets into our Act #51 Street System. This process is a bit lengthy insofar as legal steps required assuring a proper transfer. Mr. Figura has prepared the paperwork on this end. There are several steps the Associations need to complete before we can begin our process. As soon as we get past this busy spurt, I'll fire up the Associations to start the process.
- ✓ **SIGN ORDINANCE, APPENDIX A REVISIONS** (*Status*)  
The Planning Commission, at their January 8<sup>th</sup> meeting, discussed changes to the Sign Ordinance as well as design standard changes in Appendix A. They held the required public hearing and approved the recommendation for changes to both. The matter is in to the City Attorney for proper formatting and should be back to the Council for final consideration in the near future.
- ✓ **MEIJER OPENING, INTERSTATE TRAFFIC SIGNAL** (*Discussion*)  
The Council approved an amended site plan allowing for the construction of a gross square foot store of 192,214 along with related changes to parking, traffic circulation, lighting, landscaping, and signage, all of which have been deemed by the City's staff as minor and within the general concept of the original site plan approval. On paid-in capital, Meijer funded improvements capped at \$1,500,000. To date, they have paid \$1,095,000. They owe the City \$52,873, which when invoiced and paid, will put their contribution, to date, for the Morrish project at \$1,147,873. This leaves \$352,127 left to fund traffic signals and other related improvements.

We have updated costs estimates for the signal, as follows:

*Meijer Entrance & I-69 Traffic Signal*

Constr Est	P.E. / C.E.	Street Lights	Total	Avail Funds	Remain Funds
\$198,000	\$39,812	\$11,000	\$248,812	\$352,127	\$103,315

We have the traffic signal installation schedule kicked into high gear. The final permit from MDOT was issued Tuesday March 5<sup>th</sup>, after having to tickle politicians to get it out of the state. The project still needs to be bid, awarded, set to a schedule, bonded with MDOT and constructed. There is also utility pole relocation from Frontier that although in the works, we have little control over. I have serious concerns over whether we'll make this for the opening or not. I'll keep the Council posted.

The tentative schedule for the opening of the Meijer Fuel Station is Thursday April 18<sup>th</sup>. The store has a soft opening scheduled for Thursday May 16<sup>th</sup> with a grand opening set to begin Sunday May 19<sup>th</sup>. Meijer states this will be their 200<sup>th</sup> store and the 10<sup>th</sup> in the Flint area. They are planning a big splash to coincide with the 200<sup>th</sup> opening.

I have set this for a brief discussion pertaining to opening issues and ideas that Meijer Corporate is looking to do.

- ✓ **MI-LCC PENDING LICENSES** (*See Individual Category*)
  - ❑ **CLASS "C" NEW, 8013 MILLER, MONTINI** (*Status*)  
Referred to Planning Commission. Request needs review as it may be a significant change of use and accompanies a request for outdoor sales.
  - ❑ **SDM NEW, 4141 MORRISH ROAD, MEIJER INC.** (*Status*)  
Pending further correspondence from MI-LCC.
  - ❑ **CLASS "C" TRANSFER, 6104 MILLER, KENDRA LLC** (*Status*)  
Pending further correspondence from MI-LCC.
  
- ✓ **I-69 MORRISH ROAD BRIDGE REPAIR, FLOOD RELIEF GRANT** (*Resolution*)  
Returns are back and have been reviewed by the City's Engineer. Out of seven returns ranging from a high of \$48,000 to a low of \$27,000, the lowest was L. Zeller & Sons Excavating, of Flint. Mr. Fluery is familiar with the low bidder and endorses their work. We can get in and do this work in April, prior to the opening of the Meijer store, if we act now. As the Council may recall, we have been awarded a \$30,000 grant from the State's Emergency Management Division as the overpass was damaged during the May 4<sup>th</sup> 2012 flood. Additionally, this is the jurisdiction dispute with MDOT as to which road agency is responsible for repairs. We sort of dropped the complaint when the State Police awarded the grant. I have a resolution included with tonight's agenda to accept the low bid and proceed with the work. I've built in a hefty contingency of 25% to cover construction engineering, if needed along with a possibility of fixing a "hump" in the transition of the bridge deck to approach when travelling northbound, just north of the overpass.
  
- ✓ **TRI-COUNTY LEASE AGREEMENT** (*Resolution*)  
At the last meeting, we made some minor changes to the Tri-County Lease. I sent along a message to Tri-County with their response being that rather than make any changes and involve their legal department, etc., they desire only to exercise the renewal option in the agreement. I see no problem with this, other than Councilmember Shumaker had desired stronger language related to the painting of the tower and how this might affect the relocation of the wires. The section of the current agreement that addresses the City's right to maintain (and paint) is as follows:

6. **Additional Maintenance Expenses.** Upon notice from the City, the Tenant shall promptly pay to the City any additional City expenses incurred in maintaining the Leased Premises, including painting or other maintenance of the Water Tower, which is made necessary by the Tenant's occupancy of the Leased Premises.

The language could bear improvement, but given the circumstances, it's probably sufficient. At any rate, I have a short resolution that rescinds last meetings new contract and approves the extension of the option.

✓ **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 in late March or April. 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*)

The MI-DEQ has initiated a program wherein they will pay for 50% of the construction costs for public paving improvements that use recycled scrap tires in the asphalt process. We are looking at our parking lots, being Public Safety Building and the north alley lot behind Hank & Don's, as a test. If the grant works, then it may be something to look at for paving some of the local streets several years down the road.

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

- ✓ None ( 无, aucun, ...의 어느 조금도 ... 않다, keiner, κανένας, níl, nessuno, なし, nemo, żaden, никто, ninguno, hiçbir, không ai, 𑜉𑜂𑜫 )

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

- *Deteriorated Retaining Walls & Planters at City Buildings.* The wall along the north side of the building has been repaired. We are looking at options on some of the other repairs around the site.
- *Additional Lighting, Miller – Fairchild Intersection.* We are back trying to get a review by Consumers Energy.
- *Deteriorated Grain Elevator Building, Morrish at CNA Crossing.* Pending.



**City of Swartz Creek**  
**RESOLUTIONS**  
**Regular Council Meeting, Monday March 11, 2013 7:00 P.M.**

**Resolution No. 130311-4A      MINUTES – FEBRUARY 25, 2013**

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

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday February 25, 2013, to be circulated and placed on file.

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

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

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

**Resolution No. 130311-5A      AGENDA APPROVAL**

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

**I Move** the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of March 11, 2013, to be circulated and placed on file.

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

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

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

**Resolution No. 130311-6A      CITY MANAGER’S REPORT**

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

**I Move** the Swartz Creek City Council approve the City Manager’s Report of March 11, 2013, to be circulated and placed on file.

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

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

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

**Resolution No. 130311-8A**

**BID AWARD, APPROPRIATION, MORRISH ROAD & I-69  
BRIDGE REPAIR**

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

**I Move** the City of Swartz Creek award the repair of the Morrish Road at the I-69 Overpass to the low bidder L. Zeller & Sons Excavating of Flint Michigan, in an amount not to exceed \$27,000 plus 25% contingency, work to be performed in accordance with the specifications as set forth in the bid documents drafted by the City’s Engineer, and further, direct the Mayor and City Clerk to execute any and all necessary documents on behalf of the City, Funds to be appropriated from 202 Major Streets.

**Be it further resolved** that the City Council direct the staff to independently account for and recover expenses related to the repair of the overpass from a grant awarded the City from the State of Michigan, purpose of the grant being damages suffered as a result of flooding that occurred on May 4, 2012, grant amount capped at \$30,000.

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

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

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

**Resolution No. 130311-8B**

**TRI-COUNTY WIRELESS LEASE RENEWAL OPTION**

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

**I Move** the City of Swartz Creek rescind Resolution #130225-07a, the approval of a new lease with Tri-County Wireless, enacted at the regular City Council Meeting of Monday, February 25, 2013, and approve the lease option extension as provided for in Section No. 2 of the lease agreement dated September 1, 2007 between the City and Tri-County Wireless, all other terms and conditions in full force and effect, as provided for therein.

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

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

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



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

**I Move** the City of Swartz Creek authorize an addendum to the 2012-2016 Collective Bargaining Agreement between the City and the Swartz Creek Supervisor’s Association, addendum to include changes to the following:

1. Language consistency changes to reflect “Lieutenant” and to remove any reference to “Sergeant”.
2. Add new language to create a probationary period for new hires.
3. Limit Police Lieutenant to a maximum 96 hours absent time with no eligibility for comp time.

**Be it further directed** that the Council authorizes the Mayor and City Clerk to execute an addendum on behalf of the City.

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

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

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

**City of Swartz Creek**  
**Regular Council Meeting Minutes**  
*Of the Meeting Held*  
**Monday February 25, 2013 7:00 P.M.**

**CITY OF SWARTZ CREEK**  
**SWARTZ CREEK, MICHIGAN**  
**MINUTES OF THE COUNCIL MEETING**  
**DATE 2/25/2013**

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

Invocation and Pledge of Allegiance to the Flag.

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

Councilmembers Absent: Hicks.

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

Others Present: Sharon Shumaker, Bob Plumb, Bud Grimes, Boots Abrams, Ron Schultz, Jim Florence, Steven Shumaker, Tommy Butler.

**Resolution No. 120225-01**

**(Carried)**

Motion by Mayor Pro-Tem Abrams  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council excuse the absence of Councilmember Hicks due to her being out of town.

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

**APPROVAL OF MINUTES**

**Resolution No. 130225-02**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting, held Monday, February 11, 2013, to be circulated and placed on file.

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

NO: None. Motion Declared Carried.

## **APPROVAL OF AGENDA**

### **Resolution No. 130225-03**

**(Carried)**

Motion by Mayor Pro-Tem Abrams  
Second by Councilmember Shumaker

**I Move** the Swartz Creek City Council approve the Agenda, as presented, for the Regular Council Meeting of February 25, 2013, to be circulated and placed on file.

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

## **REPORTS AND COMMUNICATIONS:**

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

#### **Resolution No. 130225-04**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council approve the City Manager's Report of February 25, 2013, to be circulated and placed on file.

Discussion Took Place.

YES: Krueger, Porath, Shumaker, Abrams, Gilbert, 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:**

### **Appointment & Appropriation, Construction Testing—Engineering, Morrish Road Bridge Project**

#### **Resolution No. 130225-05**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek appoint Rowe Professional Services Inc. to perform construction engineering and testing services in conjunction with the Morrish Road Bridge Project, in accordance with Rowe's proposal, and further, appropriate an amount not to exceed \$70,931 payment for services, funds to be allocated from 202 Major Streets, Morrish Road Bridge Project, and further authorize the City Staff to make necessary ledger entries and adjustments.

Discussion Took Place.

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

**Meijer Traffic Signal, Appropriate Additional PE—CE Engineering Fees**

**Resolution No. 130225-06**

**(Carried)**

Motion by Councilmember Hurt  
Second by Mayor Pro-Tem Abrams

**WHEREAS**, the City retained the services of Progressive AE of Grand Rapids to design, bid and oversee construction of a traffic signal at Westbound I-69 Ramps and Morrish Road entrance to a Meijer retail center currently under construction, resolution as follows:

**Appropriation, Progressive AE: Morrish Road Meijer Traffic Signals, Data Collection, Warrants**

**Resolution No. 120312-06**

**(Carried)**

Motion by Councilmember Hurt  
Second by Councilmember Binder

**I Move** the City of Swartz Creek appropriate an amount not to exceed \$29,582 plus 10% contingency, to the City's Traffic Engineering Firm Progressive AE of Grand Rapids Michigan, for traffic safety and engineering services on Morrish Road from I-69 to Bristol Road, consummate to the development of a Meijer Retail Outlet at 4141 Morrish (Main Store) and 4155 Morrish (Convenience Store), in accordance with the specifications in the proposal dated March 9, 2012, and further, direct the City Staff to make necessary adjustments to the City's accounting system reflect revenues and expenses related to the project.

Discussion Took Place.

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

**WHEREAS**, Progressive AE is among a limited number of engineering firms pre-qualified and authorized to perform design and engineering services with MDOT – FDOT interstate right of Ways; and

**WHEREAS**, regulations, requirements and demands for additional data by the Michigan Department of Transportation caused the scope of services set forth by



Second by Councilmember Hurt

**I Move** the City of Swartz Creek enter into a lease agreement with Tri County Wireless of Fenton Michigan, lease as follows:

**CITY OF SWARTZ CREEK  
WATER TOWER SITE LEASE AGREEMENT**

Between

**The City of Swartz Creek**

And

**Tri-County Wireless Inc**

**THIS WATER TOWER SITE LEASE AGREEMENT** ("Lease"), is made this 25<sup>th</sup> day of February, 2013, between the City of Swartz Creek, a Michigan Municipal Corporation with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 ("City"), and Tri-County Wireless Inc, a Michigan Corporation with principal offices at 240 N. Fenway, Fenton, Michigan 48430 ("Tenant").

**WHEREAS**, the City is the owner of a water tower located south of Miller Road and west of Winston Drive, Tax Parcel I.D. No. 58-02-100-005, in the City ("Water Tower"); and

**WHEREAS**, the Tenant is in the business of providing wireless internet access and services to internet users; and

**WHEREAS**, the Tenant currently operates a wireless receiver on the Water Tower in order to provide wireless internet access and services to the area in and around the City; and

**WHEREAS**, the City previously subscribed to the Tenant for wireless services as an even exchange of value for the Tenant's occupancy of the water tower; and

**WHEREAS**, the City no longer utilizes wireless services and is desirous of renegotiating a market rent for occupancy of the water tower; and

**WHEREAS**, the City is desirous of leasing space on the Water Tower to permit the Tenant to continue to operate a wireless receiver thereon under the terms and conditions set forth in this lease.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **Leased Premises.** The City hereby leases to the Tenant, for the term of this lease, and upon the terms and conditions set forth herein, the non-exclusive use of the top of the Water Tower upon which Tenant may place two (2) small wireless receivers, together with adequate space on the ground below the Water Tower in order to install and place a control box (approximately 3' x 3') thereon and also grants to Tenant reasonable access thereto for adequate utility services (the "Leased Premises").
2. **Term.** The initial term of this Lease Agreement shall commence on the date first written (the "Commencement Date") above and shall be for two (2) years, with an additional renewal term of two (2) years. Said renewal term shall commence automatically without further action on the part of the City or the Tenant, unless either party provides the other party with written notice that it does not intend to renew this Lease Agreement at least three (3) months before the expiration of the term.
3. **Rent.**  
Tenant shall pay rent annually to the City at the rate of One Thousand Eight Hundred Dollars (\$1,800.00) per year during the term of this Lease Agreement, or an amount equal to twenty percent (20%) of annual service fees collected from said tower, whichever is higher. Such rent shall be paid in advance on or before the Commencement Date and in equal installments monthly thereafter on or before the Commencement Date. Rent based upon service fees will be determined by the preceding year's receipts which Tenant shall provide the City upon written request at reasonable times, but no less than twice each year.  
The rent to be paid by the Tenant for any renewal term of this Lease Agreement shall be that agreed to by the City and the Tenant at least six (6) months prior to the commencement of such renewal term. Upon early termination of this agreement, the City agrees to refund a prorated share of the prepaid rent.
4. **Governmental Approval Contingency.**
  - a. The Tenant's right to use the Leased Premises is conditioned upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. The City shall cooperate with Tenant in its efforts to obtain and retain such approvals and shall take no action which would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof.
  - b. If any application necessary under Subparagraph 4(a) above is finally rejected or any certificate, permit, license, or approval issued to the Tenant is cancelled, expires, lapses, or is otherwise withdrawn

or terminated by any governmental authority so that the Tenant will be unable to use the Leased Premises for its intended purposes, the City or the Tenant shall have the right to terminate this Lease upon thirty (30) days written notice to the City. Notice of the Tenant's exercise of its right to terminate shall be given to the City in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the City as evidenced by the return receipt. Upon termination, pre-paid rent shall be pro rated with any and all remaining rent dollars returned to the Tenant. Except as required under Subparagraph 10(c) below, upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other.

5. **Tenant's Use.**

a. User Priority. Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease is in effect, and Tenant's use shall be subordinate accordingly:

1. The City;
2. Public safety agencies, including law enforcement, fire, and ambulance services, that are not part of the City;
3. Other governmental agencies where use is not related to public safety; and
4. Government-regulated entities whose antenna offer a service to the general public for a fee, in a manner similar to a public utility, such as long distance and cellular telephone, not including radio or a service similar to that which the Tenant is legally authorized to provide. This use shall be non-exclusive, and the City specifically reserves the right to allow the Leased Premises to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Leased Premises.

(b) Purposes. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating a wireless internet service receiver facility, and related equipment, including a control cabinet, and uses incidental thereto for providing wireless internet access and services which the Tenant is legally authorized to provide. This use shall be non-exclusive, and the City specifically reserves the right to allow the Leased Premises to be used by other parties and to make additions, deletions, or modifications to the Water Tower and its own facilities on the Leased Premises or on the property on which the Leased Premises is located.

(c) Operation. The Tenant shall have the right, at its sole cost and expense, to operate and maintain the wireless internet receiver and related equipment on the Leased Premises in accordance with good engineering practices and with all applicable FCC rules and regulations. The Tenant's installation of a wireless receiver and related equipment on the water Tower shall be done according to plans approved by the City, which approval shall not be unreasonably withheld. Any damage done to the Leased Premises or other City property during installation or during operations, shall be repaired at the Tenant's expense within 30 days after notification of said damage. The wireless internet receiver and related equipment installed by the Tenant shall remain the exclusive property of the Tenant.

(d) Maintenance Improvement Expense. All modifications to the Leased Premises and all improvements made for the Tenant's benefit shall be at the Tenant's expense and such improvements, including antenna, facilities and equipment, shall be maintained in a good state of repair, at least equal to the standard of maintenance of the City's facilities on or adjacent to the Leased Premises. If Tenant's Antenna Facilities are mounted on the Water Tower they shall, at all times, be painted, at Tenant's expense, the same color as the Water Tower.

(e) Drawings. Tenant shall provide the City with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all the Tenant's wireless receivers and related equipment. Said drawings shall be accompanied by a complete and detailed inventory of all equipment and personal property placed on the Leased Premises.

(f) No Interference. The Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to the City so as not to conflict with the use of the surrounding premises by the City. The Tenant shall not unreasonably interfere with the operations of any prior tenant using the Water Tower and shall not interfere with the working use of the water storage facilities thereon or to be placed thereon by the City.

(g) Access. The Tenant, at all times during the term of this Lease Agreement, shall have access to the Leased Premises in order to install, operate, and maintain its wireless internet receiver and related equipment. The Tenant shall request access to the Water Tower twenty-four (24) hours in advance, and the City's approval thereof shall not be unreasonably withheld or delayed. In the event it is necessary for the Tenant to have access to the Water Tower at some time other than the normal working hours of the City, the City may charge the Tenant for whatever expense, including employees' wages, that the City may incur in providing such access to the Tenant.



6. **Additional Maintenance Expenses.** Upon notice from the City, the Tenant shall promptly pay to the City any additional City expenses incurred in maintaining the Leased Premises, including painting or other maintenance of the Water Tower, which is made necessary by the Tenant's occupancy of the Leased Premises.
7. **Advances in Technology.** As technology advances and improved receivers are developed which are routinely used in the Tenant's business, the City may require, in its sole discretion, the replacement of existing receivers with the improved receivers if the new receivers are more aesthetically pleasing or otherwise foster a public purpose, as long as the installation and use of the improved receivers are practical and technically feasible at this location.
8. **Insurance and Indemnification.**
  - (a) The Tenant shall, during the term of this Lease Agreement, maintain property damage insurance coverage on all personal property and fixtures owned by the Tenant. The Tenant acknowledges that the City is not responsible for insuring against the loss of the Tenant's equipment improvements. The Tenant shall also maintain single limit or combined limit general liability insurance policy of an amount not less than one-million dollars (\$1,000,000) individual and two-million (\$2,000,000) aggregate for property damage arising from one occurrence or for bodily or personal injuries or death or damages arising from one occurrence.
  - (b) The Tenant shall hold the City and its agents, officers, employees, elected officials, contractors, heirs, and assignees harmless from and indemnify the City against any and all liability, damage, loss and expense (including attorneys fees) for damages to persons or property arising or resulting from the acts or omissions or caused by the Tenant or the Tenant's employees, servants, agents, guests, assigns, subtenants, visitors or licensees, in, upon or about the Leased Premises, the Water Tower or the adjacent areas, including all common areas.
9. **Damage or Destruction.** If the Leased Premises are damaged or destroyed by fire, winds, flood or other natural or manmade causes, the City shall have the option to repair or replace the Leased Premises at its sole expense, or to terminate this Lease effective on the date of such damage or destruction. In the event the City terminates this Lease, neither the Tenant nor the City shall have any further obligations hereunder. If the City elects to repair or replace the Leased Premises, until such repair or replacement is completed so that the Tenant can resume full operations, the Tenant's rental hereunder shall abate until the Leased Premises are restored to a condition that the Tenant can resume full operations.
10. **Lease Termination.**
  - (a) **Events of Termination.** Except as otherwise provided herein, this Lease may be terminated upon sixty (60) days written notice to the other party as follows:
    - (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);
    - (ii) by the City or Tenant for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the wireless internet services.
    - (iii) by the City, upon 120 day's prior written notice to the Tenant if the City decides, for any reason, to redevelop the Leased Premises in a manner inconsistent with continued use of the Leased Premises by Tenant and/or removal and/or discontinued use of the Water Tower for all purposes;
    - (v) by the City if it determines that the Water Tower is structurally unsound, including, but not limited to, consideration of age of the Water Tower, damage or destruction of all or part of the Water Tower on the Leased Premises from any source, or factors relating to condition of the Leased Premises;
    - (vi) by the City if it determines that a potential user with a higher priority under Subparagraph 5(a) above cannot find another adequate location, or the Tenant's wireless receiver(s) or related equipment unreasonably interferes with another user with a higher priority; or
    - (vii) by the City if it determines that the Tenant has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to government approvals granted thereunder, after a public hearing before the City Council
  - (b) **Notice of Termination.** The parties shall give Notice of Termination in writing by certified mail, return receipt requested. Such Notice shall be effective upon receipt as evidenced by the return receipt, or such later date as stated in the Notice. All rentals paid for the Lease Agreement prior to said termination date shall be retained by The City.

(c) Site Restoration. If this Lease is terminated or not renewed, the Tenant shall have 60 days from the termination or expiration date to remove its wireless receivers and related equipment from the Leased Premises, repair the site and restore the surface of the Water Tower. If the Tenant's wireless receivers and related equipment are not removed to the reasonable satisfaction of the City, they shall be deemed abandoned and become the property of the City and the Tenant shall have no further rights thereto.

11. **Tenant Interference.**

(a) With Water Tower. The Tenant shall not interfere with the City's use of the Water Tower and agrees to cease all such actions which unreasonably and materially interfere with the City's use thereof no later than three business days after receipt of written notice of the interference from the City. If the Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease.

(b) With Higher Priority Users. If the Tenant's wireless receivers or related equipment cause impermissible interference with higher priority users as set forth in Subparagraph 5(a) above or with pre-existing tenants, the Tenant shall take any action necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receiving the City's written notice of same, the Tenant shall immediately cease operating its wireless receivers or related equipment and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated within 30 days after the Tenant received the City's written notice, the City may at its option terminate this Lease immediately.

(c) Interference Study - New Occupants. Upon written notice by the City that it has a bona fide request from any other party to lease an area including or in close proximity to the Leased Premises ("Leased Premises Area"), Tenant agrees to provide the City, within sixty (60) days, the radio frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational by Tenant on the Leased Premises at the time of such request. The City may then have an independent, registered professional engineer of the City's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to the Tenant. The City shall require the new applicant to pay for such interference studies, unless the City or other higher priority user requests the use. In that event, the Tenant and all other tenants occupying the Leased Premises Area shall pay for the necessary interference studies, pro rata.

(d) Interference - New Occupants. The City agrees that it will not grant a future lease in the Leased Premises Area to any party who is of equal or lower priority to the Tenant, if such party's use is reasonably anticipated to interfere with the Tenant's operation of its Antenna Facilities. The City agrees further that any future lease of the Leased Premises Area will prohibit a user of equal or lower priority from interfering with the Tenant's Antenna Facilities. The City agrees that it will require any subsequent occupants of the Leased Premises Area of equal or lower priority to the Tenant to provide the Tenant these same assurances against interference.

12. **Assignment.** This Lease may not be sold, assigned, or transferred by Tenant without the written consent of the City, such consent not to be unreasonably withheld.

13. **Miscellaneous Provisions.**

(a) The City warrants that it has full right, power, and authority to execute this agreement. The City covenants that the Tenant, in return for paying rent and complying with the terms of this Lease Agreement, shall and may peacefully and quietly have, hold, and enjoy the leased property.

(b) The provisions of this Lease shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns.

(c) This Lease contains the entire agreement of the parties with respect to any matter mentioned herein and supersedes any prior oral or written agreements ~~including, but not limited to the Tri-County Lease agreement dated May 31, 2005 and the Tri-County service Agreement dated-~~

(d) This Lease may be amended in writing only, signed by the parties in interest at the time of such amendment.

(e) No waiver by either party of any provision hereof shall be deemed a waiver of any other provision or of any prior or subsequent breach or any provision hereof.

(f) If any term or provision of this Lease Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not be construed to affect any other provision of this Lease Agreement, and the remaining provision shall be enforceable in accordance with their terms.

(i) This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

(j) If the Tenant does not promptly vacate the premises at the end of the Lease term, such holding

over shall be treated as creating a month to month tenancy.

**IN WITNESS WHEREOF**, the parties have executed this Lease agreement as of the day and year first written above.

**CITY OF SWARTZ CREEK**

**TRI-COUNTY WIRELESS INC.**

By: \_\_\_\_\_  
**David Krueger, Mayor**

By: \_\_\_\_\_  
**Its:**

By: \_\_\_\_\_  
**Juanita Aguilar, City Clerk**

By: \_\_\_\_\_  
**Its:**

Approved as to Form:  
Richard J. Figura, City Attorney

**Resolution No. 130225-07b**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council amend the Tri County Water Tower Lease Agreement to include language that states that Tri-County Wireless, Inc. will be responsible for any repairs or maintenance and/or installation of conduit in the event that damage occurs while painting or maintaining the water tower.

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

**Resolution No. 130225-07c**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek enter into a lease agreement with Tri County Wireless of Fenton Michigan, lease as follows:

**CITY OF SWARTZ CREEK  
WATER TOWER SITE LEASE AGREEMENT  
Between  
The City of Swartz Creek  
And  
Tri-County Wireless Inc**

**THIS WATER TOWER SITE LEASE AGREEMENT** ("Lease"), is made this 25<sup>th</sup> day of February, 2013, between the City of Swartz Creek, a Michigan Municipal Corporation with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 ("City"), and Tri-County Wireless Inc, a Michigan Corporation with principal offices at 240 N. Fenway, Fenton, Michigan 48430 ("Tenant").

**WHEREAS**, the City is the owner of a water tower located south of Miller Road and west of Winston Drive, Tax Parcel I.D. No. 58-02-100-005, in the City ("Water Tower"); and

**WHEREAS**, the Tenant is in the business of providing wireless internet access and services to internet users; and

**WHEREAS**, the Tenant currently operates a wireless receiver on the Water Tower in order to provide wireless internet access and services to the area in and around the City; and

**WHEREAS**, the City previously subscribed to the Tenant for wireless services as an even exchange of value for the Tenant's occupancy of the water tower; and

**WHEREAS**, the City no longer utilizes wireless services and is desirous of renegotiating a market rent

for occupancy of the water tower; and

**WHEREAS**, the City is desirous of leasing space on the Water Tower to permit the Tenant to continue to operate a wireless receiver thereon under the terms and conditions set forth in this lease.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **Leased Premises.** The City hereby leases to the Tenant, for the term of this lease, and upon the terms and conditions set forth herein, the non-exclusive use of the top of the Water Tower upon which Tenant may place two (2) small wireless receivers, together with adequate space on the ground below the Water Tower in order to install and place a control box (approximately 3' x 3') thereon and also grants to Tenant reasonable access thereto for adequate utility services (the "Leased Premises").
2. **Term.** The initial term of this Lease Agreement shall commence on the date first written (the "Commencement Date") above and shall be for **two (2) years, with an additional renewal term of two (2) years.** Said renewal term shall commence automatically without further action on the part of the City or the Tenant, unless either party provides the other party with written notice that it does not intend to renew this Lease Agreement at least **three (3) months** before the expiration of the term.
3. **Rent.**  
Tenant shall pay rent annually to the City at the rate of One Thousand Eight Hundred Dollars (\$1,800.00) per year during the term of this Lease Agreement, or an amount equal to twenty percent (20%) of annual service fees collected from said tower, whichever is higher. Such rent shall be paid in advance on or before the Commencement Date and in equal installments monthly thereafter on or before the Commencement Date. Rent based upon service fees will be determined by the preceding year's receipts which Tenant shall provide the City upon written request at reasonable times, but no less than twice each year.  
The rent to be paid by the Tenant for any renewal term of this Lease Agreement shall be that agreed to by the City and the Tenant at least six (6) months prior to the commencement of such renewal term.  
Upon early termination of this agreement, the City agrees to refund a prorated share of the prepaid rent.
4. **Governmental Approval Contingency.**
  - a. The Tenant's right to use the Leased Premises is conditioned upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. The City shall cooperate with Tenant in its efforts to obtain and retain such approvals and shall take no action which would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof.
  - b. If any application necessary under Subparagraph 4(a) above is finally rejected or any certificate, permit, license, or approval issued to the Tenant is cancelled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority so that the Tenant will be unable to use the Leased Premises for its intended purposes, the City or the Tenant shall have the right to terminate this Lease upon thirty (30) days written notice to the City. Notice of the Tenant's exercise of its right to terminate shall be given to the City in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the City as evidenced by the return receipt. Upon termination, pre-paid rent shall be pro rated with any and all remaining rent dollars returned to the Tenant. Except as required under Subparagraph 10(c) below, upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other.
5. **Tenant's Use.**
  - a. **User Priority.** Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease is in effect, and Tenant's use shall be subordinate accordingly:
    1. The City;
    2. Public safety agencies, including law enforcement, fire, and ambulance services, that are not part of the City;
    3. Other governmental agencies where use is not related to public safety; and
    4. Government-regulated entities whose antenna offer a service to the general public for a fee, in a manner similar to a public utility, such as long distance and cellular telephone, not including radio or a service similar to that which the Tenant is legally authorized to provide. This use shall be non-exclusive, and the City specifically reserves the right to allow the Leased Premises to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Leased Premises.
  - (b) **Purposes.** Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating a wireless internet service receiver facility, and related equipment, including a control cabinet, and uses incidental thereto for providing wireless internet access and services which the Tenant is legally authorized to provide. This use shall be non-exclusive, and the City specifically



reserves the right to allow the Leased Premises to be used by other parties and to make additions, deletions, or modifications to the Water Tower and its own facilities on the Leased Premises or on the property on which the Leased Premises is located.

(c) Operation. The Tenant shall have the right, at its sole cost and expense, to operate and maintain the wireless internet receiver and related equipment on the Leased Premises in accordance with good engineering practices and with all applicable FCC rules and regulations. The Tenant's installation of a wireless receiver and related equipment on the water Tower shall be done according to plans approved by the City, which approval shall not be unreasonably withheld. Any damage done to the Leased Premises or other City property during installation or during operations, shall be repaired at the Tenant's expense within 30 days after notification of said damage. The wireless internet receiver and related equipment installed by the Tenant shall remain the exclusive property of the Tenant.

(d) Maintenance Improvement Expense. All modifications to the Leased Premises and all improvements made for the Tenant's benefit shall be at the Tenant's expense and such improvements, including antenna, facilities and equipment, shall be maintained in a good state of repair, at least equal to the standard of maintenance of the City's facilities on or adjacent to the Leased Premises. If Tenant's Antenna Facilities are mounted on the Water Tower they shall, at all times, be painted, at Tenant's expense, the same color as the Water Tower.

(e) Drawings. Tenant shall provide the City with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all the Tenant's wireless receivers and related equipment. Said drawings shall be accompanied by a complete and detailed inventory of all equipment and personal property placed on the Leased Premises.

(f) No Interference. The Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to the City so as not to conflict with the use of the surrounding premises by the City. The Tenant shall not unreasonably interfere with the operations of any prior tenant using the Water Tower and shall not interfere with the working use of the water storage facilities thereon or to be placed thereon by the City.

(g) Access. The Tenant, at all times during the term of this Lease Agreement, shall have access to the Leased Premises in order to install, operate, and maintain its wireless internet receiver and related equipment. The Tenant shall request access to the Water Tower twenty-four (24) hours in advance, and the City's approval thereof shall not be unreasonably withheld or delayed. In the event it is necessary for the Tenant to have access to the Water Tower at some time other than the normal working hours of the City, the City may charge the Tenant for whatever expense, including employees' wages, that the City may incur in providing such access to the Tenant.

6. Additional Maintenance Expenses. Upon notice from the City, the Tenant shall promptly pay to the City any additional City expenses incurred in maintaining the Leased Premises, **including painting and associated removal and/or replacement and/or enclosure of wires in conduit**, or other maintenance of the Water Tower, which is made necessary by the Tenant's occupancy of the Leased Premises.

7. Advances in Technology. As technology advances and improved receivers are developed which are routinely used in the Tenant's business, the City may require, in its sole discretion, the replacement of existing receivers with the improved receivers if the new receivers are more aesthetically pleasing or otherwise foster a public purpose, as long as the installation and use of the improved receivers are practical and technically feasible at this location.

8. Insurance and Indemnification.

(a) The Tenant shall, during the term of this Lease Agreement, maintain property damage insurance coverage on all personal property and fixtures owned by the Tenant. The Tenant acknowledges that the City is not responsible for insuring against the loss of the Tenant's equipment improvements. The Tenant shall also maintain single limit or combined limit general liability insurance policy of an amount not less than one-million dollars (\$1,000,000) individual and two-million (\$2,000,000) aggregate for property damage arising from one occurrence or for bodily or personal injuries or death or damages arising from one occurrence.

(b) The Tenant shall hold the City and its agents, officers, employees, elected officials, contractors, heirs, and assignees harmless from and indemnify the City against any and all liability, damage, loss and expense (including attorneys fees) for damages to persons or property arising or resulting from the acts or omissions or caused by the Tenant or the Tenant's employees, servants, agents, guests, assigns, subtenants, visitors or licensees, in, upon or about the Leased Premises, the Water Tower or the adjacent areas, including all common areas.

9. Damage or Destruction. If the Leased Premises are damaged or destroyed by fire, winds, flood or other natural or manmade causes, the City shall have the option to repair or replace the Leased Premises at its sole expense, or to terminate this Lease effective on the date of such damage or

destruction. In the event the City terminates this Lease, neither the Tenant nor the City shall have any further obligations hereunder. If the City elects to repair or replace the Leased Premises, until such repair or replacement is completed so that the Tenant can resume full operations, the Tenant's rental hereunder shall abate until the Leased Premises are restored to a condition that the Tenant can resume full operations.

10. **Lease Termination.**

(a) **Events of Termination.** Except as otherwise provided herein, this Lease may be terminated upon sixty (60) days written notice to the other party as follows:

(i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);

(ii) by the City or Tenant for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the wireless internet services.

(iii) by the City, upon 120 day's prior written notice to the Tenant if the City decides, for any reason, to redevelop the Leased Premises in a manner inconsistent with continued use of the Leased Premises by Tenant and/or removal and/or discontinued use of the Water Tower for all purposes;

(v) by the City if it determines that the Water Tower is structurally unsound, including, but not limited to, consideration of age of the Water Tower, damage or destruction of all or part of the Water Tower on the Leased Premises from any source, or factors relating to condition of the Leased Premises;

(vi) by the City if it determines that a potential user with a higher priority under Subparagraph 5(a) above cannot find another adequate location, or the Tenant's wireless receiver(s) or related equipment unreasonably interferes with another user with a higher priority; or

(vii) by the City if it determines that the Tenant has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to government approvals granted thereunder, after a public hearing before the City Council

(b) **Notice of Termination.** The parties shall give Notice of Termination in writing by certified mail, return receipt requested. Such Notice shall be effective upon receipt as evidenced by the return receipt, or such later date as stated in the Notice. All rentals paid for the Lease Agreement prior to said termination date shall be retained by The City.

(c) **Site Restoration.** If this Lease is terminated or not renewed, the Tenant shall have 60 days from the termination or expiration date to remove its wireless receivers and related equipment from the Leased Premises, repair the site and restore the surface of the Water Tower. If the Tenant's wireless receivers and related equipment are not removed to the reasonable satisfaction of the City, they shall be deemed abandoned and become the property of the City and the Tenant shall have no further rights thereto.

11. **Tenant Interference.**

(a) **With Water Tower.** The Tenant shall not interfere with the City's use of the Water Tower and agrees to cease all such actions which unreasonably and materially interfere with the City's use thereof no later than three business days after receipt of written notice of the interference from the City. If the Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease.

(b) **With Higher Priority Users.** If the Tenant's wireless receivers or related equipment cause impermissible interference with higher priority users as set forth in Subparagraph 5(a) above or with pre-existing tenants, the Tenant shall take any action necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receiving the City's written notice of same, the Tenant shall immediately cease operating its wireless receivers or related equipment and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated within 30 days after the Tenant received the City's written notice, the City may at its option terminate this Lease immediately.

(c) **Interference Study - New Occupants.** Upon written notice by the City that it has a bona fide request from any other party to lease an area including or in close proximity to the Leased Premises ("Leased Premises Area"), Tenant agrees to provide the City, within sixty (60) days, the radio frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational by Tenant on the Leased Premises at the time of such request. The City may

then have an independent, registered professional engineer of the City's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to the Tenant. The City shall require the new applicant to pay for such interference studies, unless the City or other higher priority user requests the use. In that event, the Tenant and all other tenants occupying the Leased Premises Area shall pay for the necessary interference studies, pro rata.

(d) Interference - New Occupants. The City agrees that it will not grant a future lease in the Leased Premises Area to any party who is of equal or lower priority to the Tenant, if such party's use is reasonably anticipated to interfere with the Tenant's operation of its Antenna Facilities. The City agrees further that any future lease of the Leased Premises Area will prohibit a user of equal or lower priority from interfering with the Tenant's Antenna Facilities. The City agrees that it will require any subsequent occupants of the Leased Premises Area of equal or lower priority to the Tenant to provide the Tenant these same assurances against interference.

12. **Assignment.** This Lease may not be sold, assigned, or transferred by Tenant without the written consent of the City, such consent not to be unreasonably withheld.

13. **Miscellaneous Provisions.**

(a) The City warrants that it has full right, power, and authority to execute this agreement. The City covenants that the Tenant, in return for paying rent and complying with the terms of this Lease Agreement, shall and may peacefully and quietly have, hold, and enjoy the leased property.

(b) The provisions of this Lease shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns.

(c) This Lease contains the entire agreement of the parties with respect to any matter mentioned herein and supersedes any prior oral or written agreements ~~including, but not limited to the Tri-County Lease agreement dated May 31, 2005 and the Tri-County service Agreement dated-~~

(d) This Lease may be amended in writing only, signed by the parties in interest at the time of such amendment.

(e) No waiver by either party of any provision hereof shall be deemed a waiver of any other provision or of any prior or subsequent breach or any provision hereof.

(f) If any term or provision of this Lease Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not be construed to affect any other provision of this Lease Agreement, and the remaining provision shall be enforceable in accordance with their terms.

(i) This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

(j) If the Tenant does not promptly vacate the premises at the end of the Lease term, such holding over shall be treated as creating a month to month tenancy.

**IN WITNESS WHEREOF**, the parties have executed this Lease agreement as of the day and year first written above.

**CITY OF SWARTZ CREEK**

**TRI-COUNTY WIRELESS INC.**

By: \_\_\_\_\_  
**David Krueger, Mayor**

By: \_\_\_\_\_  
**Its:**

By: \_\_\_\_\_  
**Juanita Aguilar, City Clerk**

By: \_\_\_\_\_  
**Its:**

Approved as to Form:  
Richard J. Figura, City Attorney

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

**Fire Contract, Progress Update**

**(Discussion)**

City Manager Bueche updated the City Council on the progress of the Fire Contract.

**MEETING OPENED TO THE PUBLIC:**



Tommy Butler, 40 Somerset, spoke about the status of the police department and the fact that he feels that the City does not need to lose the police department. Mr. Butler stated that he was impressed that when he called the police department, the Chief answered the phone.

**REMARKS BY COUNCILMEMBERS:**

Councilmember Gilbert stated that the dog statue for the Veteran’s Memorial has been ordered.

Councilmember Shumaker spoke about an article in the View about the Veteran’s Memorial. Mr. Shumaker stated that the Committee passed a resolution not to add anything new to the Veteran’s Memorial. Mr. Shumaker spoke about Memorials in other communities and stated that Swartz Creek should be very proud of the memorial. Mr. Shumaker talked about turning all of the responsibilities of the maintenance of the memorial to the City.

Councilmember Porath asked if there would be a sidewalk on both sides of the bridge on Morrish Road. Mr. Porath asked about the time frame for the Fire Department getting their new piece of equipment.

Mayor Pro-Tem Abrams agreed with Mr. Butler about the police, citing how well they patrol when residents are out of town. Mr. Abrams stated that if anyone wants to commemorate a war, they can buy a brick for the Veteran’s Memorial.

Mayor Krueger also agreed with Mr. Butler about the police department. Mr. Krueger questioned why the flag was gone off of the pole at the entrance to the City Hall. He was advised that the new ones are ready to be picked up and the DPS was waiting for the wind speeds to let up so there would be less damage to the flags. Mr. Krueger spoke about the opening dates for the new Meijer store.

**Adjournment**

**Resolution No. 130225-08**

**(Carried)**

Motion by Councilmember Hurt  
Second by Councilmember Shumaker

**I Move** the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 8:22 p.m.

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

**David A. Krueger, Mayor**

**Juanita Aguilar, City Clerk**

DPS ACTIVITY - FEBRUARY 2013

	REG	HOL	VAC	ABSENT	OT	DT
<b>101 GENERAL FUND</b>						
262.0 ELECTIONS	1.00	0.11				
781.0 AMPHI-PARK						
782.0 WINSHALL PARK	16.50	0.17		0.15		
783.0 ELMS PARK	1.50	0.17		0.01		
784.0 BICENT. PARK						
790.0 SENIOR CENTER/LIBRA	32.13	2.10		0.45		
792.0 P S BLDG	28.47	2.66		0.27		
793.0 CITY HALL	6.83	0.67		0.08		
794.0 COMM PROMO	2.00			0.01		
796.0 CEMETERY	1.00	0.11		0.02		
<b>202 MAJOR STREET FUND</b>						
429.0 SAFETY						
441.0 PARK & RIDE GARBAGE	5.13	0.64			2.00	
463.0 STREET MAIN	34.13	1.21		0.16		
474.0 TRAFFIC	6.07	0.71		0.03		
478.0 SNOW & ICE	34.83	2.56		0.13	28.00	4.00
482.0 ADMIN	4.18	0.22				
<b>203 LOCAL STREET FUND</b>						
429.0 SAFETY						
463.0 STREET MAIN	35.40	2.28		0.22		
474.0 TRAFFIC						
478.0 SNOW & ICE	44.90	2.50		0.28	3.00	10.50
482.0 ADMIN	4.18	0.22				
<b>226 GARBAGE FUND</b>						
528.0 COLLECT	1.00	0.11		0.02		
530.0 WOODCHIPPING	7.60	0.40				
782.0 WINSHALL PARK GARBAGE						
783.0 ELMS PARK GARBAGE	3.07	0.38				
793.0 CITY HALL	6.83	0.67		0.08		
<b>590 WATER</b>						
540.0 WATER SYSTEM	98.59	5.49		0.06	2.00	9.00
540.0 WATER-ON CALL						
542.0 READ & BILL	25.57	0.94				
793.0 CITY HALL	6.83	0.67		0.08		
<b>591 SEWER</b>						
536.0 SEWER SYSTEM	77.65	4.72				
536.0 SEWER-ON CALL						
537.0 LIFT STATION	15.13	0.75		0.04		
542.0 READ & BILL	25.57	0.94				
793.0 CITY HALL	6.83	0.67		0.08		
<b>661 MOTOR POOL FUND</b>						
795.0 CITY GARAGE	64.58	7.93		0.33	0.50	
<b>DAILY HOURS TOTAL</b>						
	597.50	40.00	0.00	2.50	35.50	23.50

**Public Works**  
**Monthly Work Orders**

03/01/13

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
BXRP13-0068	DU10-005337-0000-03	DESSINGER, CATHY 5337 DURWOOD DR	02/28/13	CURB BOX REPAIR
BXRP13-0069	SE20-005297-0000-03	FUWELL, MICHAEL 5297 SEYMOUR RD	02/28/13	CURB BOX REPAIR
CKME13-0195 COMPLETED	DA10-005196-0000-01	GAFNEY, CHARLES 5196 DAVAL DR	02/19/13 02/19/13	CHECK METER
DAPU13-0011 COMPLETED	EL10-003500-0000-02	MESSINGER, TRACY 3500 ELMS RD	02/22/13 02/22/13	DEAD ANIMAL PICK
DRAN13-0013 COMPLETED	DA10-005173-0000-01	JURATICH, STEVEN 5173 DAVAL DR	02/19/13 02/19/13	STORM DRAINS
ELEC13-0031 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	02/13/13 02/13/13	ELEC SETUP/TAKEDO
FLAG13-0089 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	02/07/13 02/12/13	LOWER/RAISE FLAG
FLAG13-0090 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	02/07/13 02/07/13	LOWER/RAISE FLAG
FNRD13-0500 COMPLETED	FA10-005111-0000-12	SIMPSON, SARAH 5111 FAIRCHILD ST	02/05/13 02/06/13	FINAL READ
FNRD13-0501 COMPLETED	BR30-000164-0000-02	BENTON, WARREN 164 BROOKFIELD DR	02/07/13 02/07/13	FINAL READ
FNRD13-0502 COMPLETED	KI10-000012-0000-05	MORRIS, JASON 12 KINGSLEY DR	02/07/13 02/07/13	FINAL READ
FNRD13-0503 COMPLETED	DU10-005232-0000-03	WELLS FARGO BANK 5232 DURWOOD DR	02/07/13 02/07/13	FINAL READ
FNRD13-0504 COMPLETED	NO10-009152-0000-04	NEMER, DAVID 9152 NORBURY DR	02/14/13 02/14/13	FINAL READ
FNRD13-0506 COMPLETED	BI10-005184-0000-02	PARENTEAU, CHAD 5184 BIRCHCREST DR	02/20/13 02/20/13	FINAL READ
FNRD13-0507 COMPLETED	WI10-005200-0000-03	BANK OF AMERICA 5200 WINSHALL DR	02/20/13 02/20/13	FINAL READ
FNRD13-0508 COMPLETED	SO10-000036-0000-01	JENKINS, BARBRA 36 SOMERSET DR	02/25/13 02/25/13	FINAL READ
FNRD13-0509 COMPLETED	SO10-000146-0000-01	PATTY, CHRISTINA 146 SOMERSET DR	02/25/13 02/25/13	FINAL READ
FNRD13-0510 CANCELLED	MA30-007579-0000-01	KETCHMARK, PHILLIP 7579 MASON ST	02/25/13 02/25/13	FINAL READ
FNRD13-0511	FI10-005019-0000-02	FERRIS, BRAD 5019 FIRST ST	02/28/13	FINAL READ
FNRD13-0512	CC10-007359-0000-01	FANNIE MAE 7359 CROSSCREEK DR	02/28/13	FINAL READ

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
FNRD13-0513	DO10-005202-0000-02	TRIPLETT, NICOLE 5202 DON SHENK DR	02/28/13 02/28/13	FINAL READ
FNRD13-0514 CANCELLED	OA10-005202-0000-01	CARMODY, MATTHEW 5202 OAKVIEW DR	02/28/13 02/28/13	FINAL READ
FNRD13-0515 COMPLETED	DU10-005213-0000-04	HALL, TIM 5213 DURWOOD DR	02/28/13 02/28/13	FINAL READ
GWO13-0262 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	02/12/13 02/12/13	GENERIC WORK ORDE
GWO13-0263 COMPLETED	YO10-009220-0000-01	AUTEN, SHELIA 9220 YOUNG DR	02/08/13 02/11/13	GENERIC WORK ORDE
MNT13-0119 COMPLETED	CI10-008100-0000-01	PUBLIC SAFETY BUILDING 8100 CIVIC DR	02/12/13 02/12/13	BUILDING MAINTENA
MNT13-0120	CI10-008100-0000-01	PUBLIC SAFETY BUILDING 8100 CIVIC DR	02/14/13	BUILDING MAINTENA
MNT13-0121 COMPLETED	CI10-008100-0000-01	PUBLIC SAFETY BUILDING 8100 CIVIC DR	02/19/13 02/20/13	BUILDING MAINTENA
MNT13-0122 COMPLETED	CI10-008100-0000-01	PUBLIC SAFETY BUILDING 8100 CIVIC DR	02/20/13 02/20/13	BUILDING MAINTENA
MNT13-0123 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	02/28/13 02/28/13	BUILDING MAINTENA
MTRP13-0373 COMPLETED	WI10-005132-0000-01	VINCENT, FRED 5132 WINSHALL DR	02/01/13 02/01/13	METER REPAIR
MTRP13-0374 COMPLETED	SP10-004380-0000-01	TAUNT, RUSSELL 4380 SPRINGBROOK DR	02/04/13 02/04/13	METER REPAIR
MTRP13-0375 COMPLETED	SP10-004434-0000-01	SCHAFFER, MEL 4434 SPRINGBROOK DR	02/08/13 02/20/07	METER REPAIR
MTRP13-0376 COMPLETED	WO10-005333-0000-03	GENESEE CO LAND BANK 5333 WORCHESTER DR	02/04/13 02/05/13	METER REPAIR
MTRP13-0377 COMPLETED	BR20-006413-0000-01	LAUER, R.K. 6413 BRISTOL RD	02/06/13 02/06/13	METER REPAIR
MTRP13-0378 COMPLETED	CH10-009033-0000-01	SPOHN, RAE 9033 CHELMSFORD DR	02/15/13 02/15/13	METER REPAIR
REPL13-0036 COMPLETED	CO10-004465-0000-04	MONTINI, PIETRO 4465 COLONY CT	02/06/13 02/06/13	METER REPLACEMENT
REPL13-0037 COMPLETED	CO10-004463-0000-01	PALMER, PAM 4463 COLONY CT	02/06/13 02/06/13	METER REPLACEMENT
REPL13-0038 COMPLETED	BR10-005024-0000-01	GARDNER, RODNEY 5024 BRADY ST	02/06/13 02/06/13	METER REPLACEMENT
REPL13-0039 COMPLETED	WI10-005206-0000-03	SANDFORD, JAY 5206 WINSHALL DR	02/06/13 02/06/13	METER REPLACEMENT
WMBK13-0035 COMPLETED	MI10-006141-0000-02	WOODRUFF, ADAM 6141 MILLER RD	02/28/13 02/28/13	WATER MAIN BREAK
WOFF13-0854	CE10-009291-0000-02	MELROSE, JEANINE	02/01/13	WATER TURN OFF

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
COMPLETED		9291 CEDAR CREEK CT	02/01/13	
WOFF13-0855 COMPLETED	EL10-003493-0000-03	SPALDING, MICHELLE 3493 ELMS RD	02/11/13 02/11/13	WATER TURN OFF
WOFF13-0856 COMPLETED	WI10-005185-0000-04	WELLS FARGO BANK 5185 WINSHALL DR	02/14/13 02/14/13	WATER TURN OFF
WOFF13-0857 CANCELLED	DO10-005157-0000-01	JURATICH, VALORIE 5157 DON SHENK DR	02/20/13 02/21/13	WATER TURN OFF
WOFF13-0858	BI10-005241-0000-02	ROBERTSON, KEVIN 5241 BIRCHCREST DR	02/25/13	WATER TURN OFF
WOFF13-0859 CANCELLED	BR10-005032-0000-01	JOZWIAK, BERNADETTE 5032 BRADY ST	02/25/13	WATER TURN OFF
WOFF13-0860 COMPLETED	CA10-008433-0000-05	DEWEY, KRISTEN 8433 CAPPY LN	02/25/13 02/28/13	WATER TURN OFF
WOFF13-0861 CANCELLED	CH20-008493-0000-04	WOODELL, TROY 8493 CHESTERFIELD DR	02/25/13	WATER TURN OFF
WOFF13-0862 CANCELLED	CH20-009040-0000-02	STIFF, BRADLEY 9040 CHESTERFIELD DR	02/25/13	WATER TURN OFF
WOFF13-0863 COMPLETED	CR10-008051-0000-01	LAWRENCE, KEN 8051 CRAPO ST	02/25/13 11/26/12	WATER TURN OFF
WOFF13-0864 CANCELLED	CR10-008109-0000-01	HARRISON, ROBERT 8109 CRAPO ST	02/25/13	WATER TURN OFF
WOFF13-0865	DO10-005362-0000-02	FOOTE, DEBBIE 5362 DON SHENK DR	02/25/13	WATER TURN OFF
WOFF13-0866 CANCELLED	DU10-005129-0000-01	POBOCIK, BRUCE 5129 DURWOOD DR	02/25/13	WATER TURN OFF
WOFF13-0867 COMPLETED	DU10-005141-0000-06	DRENDALL, MELANIE 5141 DURWOOD DR	02/25/13 02/28/13	WATER TURN OFF
WOFF13-0868 COMPLETED	DU10-005213-0000-04	HALL, TIM 5213 DURWOOD DR	02/25/13 02/28/13	WATER TURN OFF
WOFF13-0869 CANCELLED	DU10-005256-0000-03	EGRESICS, VICKIE 5256 DURWOOD DR	02/25/13	WATER TURN OFF
WOFF13-0870 CANCELLED	DU10-005337-0000-03	DESSINGER, CATHY 5337 DURWOOD DR	02/25/13	WATER TURN OFF
WOFF13-0871 COMPLETED	DU10-005346-0000-01	GRAZIANO, REBECCA 5346 DURWOOD DR	02/25/13 02/28/13	WATER TURN OFF
WOFF13-0872 COMPLETED	DU10-005388-0000-01	DOUGLAS, KEVIN 5388 DURWOOD DR	02/25/13 02/28/13	WATER TURN OFF
WOFF13-0873 CANCELLED	EL10-003247-0000-01	PUGLIESE, MARIO 3247 ELMS RD	02/25/13 02/25/13	WATER TURN OFF
WOFF13-0874 CANCELLED	EL10-003365-0000-02	SWYRTEK, TINA 3365 ELMS RD	02/25/13 02/25/13	WATER TURN OFF
WOFF13-0875 COMPLETED	FO10-005020-0000-05	WEFEL, DUSTIN 5020 FORD ST	02/25/13 02/28/13	WATER TURN OFF

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WOFF13-0876 CANCELLED	GR10-005395-0000-02	FREEMAN, KATHLEEN 5395 GREENLEAF DR	02/25/13	WATER TURN OFF
WOFF13-0877 CANCELLED	IN10-008051-0000-04	BANKS, LORI 8051 INGALLS ST	02/25/13	WATER TURN OFF
WOFF13-0878 COMPLETED	MC10-005014-0000-02	LAURENCE, LOUANA 5014 MC LAIN ST	02/25/13 02/26/13	WATER TURN OFF
WOFF13-0879 CANCELLED	MI10-005387-0000-01	BOWLES, RICHARD 5387 MILLER RD	02/25/13	WATER TURN OFF
WOFF13-0880 CANCELLED	MI10-007165-0000-01	BARTLEY, REBECCA 7165 MILLER RD	02/25/13	WATER TURN OFF
WOFF13-0881 COMPLETED	MI10-007470-0000-02	BOWERS, JAMES & LESLEY 7470 MILLER RD	02/25/13 02/26/13	WATER TURN OFF
WOFF13-0882 COMPLETED	MI10-007543-0000-03	HUYCK, JOLEEN 7543 MILLER RD	02/25/13 02/26/13	WATER TURN OFF
WOFF13-0883 CANCELLED	MI10-007550-0000-04	PERAULT INS AGENCY 7550 MILLER RD	02/25/13	WATER TURN OFF
WOFF13-0884 CANCELLED	MI10-008014-0000-02	ERWIN, TANYA 8014 MILLER RD	02/25/13	WATER TURN OFF
WOFF13-0885 CANCELLED	MO10-004048-0000-02	BANK OF AMERICA 4048 MORRISH RD	02/25/13	WATER TURN OFF
WOFF13-0886 CANCELLED	MO10-005058-0000-03	PAVLICA, BRIAN 5058 MORRISH RD	02/25/13	WATER TURN OFF
WOFF13-0887 CANCELLED	MO10-005099-0000-01	OBRIEN GARAGE 5099 MORRISH RD	02/25/13 02/25/13	WATER TURN OFF
WOFF13-0888 CANCELLED	MO10-005144-0000-02	SHUMAKER, ROGER JR 5144 MORRISH RD	02/25/13	WATER TURN OFF
WOFF13-0889 CANCELLED	OA10-005154-0000-01	HATFIELD, TRACIE 5154 OAKVIEW DR	02/25/13 02/26/13	WATER TURN OFF
WOFF13-0890 CANCELLED	OA10-005195-0000-01	YAX, ROY 5195 OAKVIEW DR	02/25/13	WATER TURN OFF
WOFF13-0891 CANCELLED	OA10-005329-0000-06	TURNER, ANNE 5329 OAKVIEW DR	02/25/13	WATER TURN OFF
WOFF13-0892 CANCELLED	SC20-005074-0000-03	BLUNT, RONALD 5074 SCHOOL ST	02/25/13	WATER TURN OFF
WOFF13-0893 COMPLETED	SC20-005097-0000-03	COOK, SHANNON 5097 SCHOOL ST	02/25/13 02/26/13	WATER TURN OFF
WOFF13-0894 CANCELLED	SE20-005276-0000-01	COCHRAN, C D 5276 SEYMOUR RD	02/25/13	WATER TURN OFF
WOFF13-0895	SE20-005297-0000-03	FUWELL, MICHAEL 5297 SEYMOUR RD	02/25/13	WATER TURN OFF
WOFF13-0896 COMPLETED	SE20-005311-0000-02	NICHOLS, DAWN 5311 SEYMOUR RD	02/25/13 02/28/13	WATER TURN OFF
WOFF13-0897	SP10-004393-0000-01	ARNOULD, ROBERT	02/25/13	WATER TURN OFF

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		4393 SPRINGBROOK DR	02/25/13	
WOFF13-0898 CANCELLED	WA10-007484-0000-01	SERVICE, THOMPSON 7484 WADE ST	02/25/13	WATER TURN OFF
WOFF13-0899	WI10-005342-0000-01	CAMPBELL, CHARLES 5342 WINSHALL DR	02/25/13	WATER TURN OFF
WOFF13-0900	WO10-005215-0000-04	SMYTH, CHRISTINE 5215 WORCHESTER DR	02/25/13	WATER TURN OFF
WOFF13-0901 CANCELLED	YA10-007060-0000-05	INDISH, KELLY 7060 YARMY DR	02/25/13	WATER TURN OFF
WOFF13-0902 COMPLETED	YA10-007115-0000-07	DUNCAN, THOMAS 7115 YARMY DR	02/25/13 02/26/13	WATER TURN OFF
WREP13-0041 COMPLETED	MI10-008486-0000-01	LETAVIS, EDWARD 8486 MILLER RD	02/04/13 02/04/13	WATER REPAIRS
WTON13-0581 COMPLETED	CE10-009291-0000-02	MELROSE, JEANINE 9291 CEDAR CREEK CT	02/01/13 02/01/13	WATER TURN ON
WTON13-0582 COMPLETED	MO10-004437-0000-02	TAG CO 4437 MORRISH RD	02/04/13 02/04/13	WATER TURN ON
WTON13-0583 COMPLETED	EL10-003493-0000-03	SPALDING, MICHELLE 3493 ELMS RD	02/15/13 02/15/13	WATER TURN ON
WTON13-0584 COMPLETED	CH10-009044-0000-03	NICKS, RONALD N TRUST 9044 CHELMSFORD DR	02/22/13 02/22/13	WATER TURN ON
WTON13-0585 COMPLETED	YA10-007115-0000-07	DUNCAN, THOMAS 7115 YARMY DR	02/26/13 02/26/13	WATER TURN ON
WTON13-0586 COMPLETED	MI10-007470-0000-02	BOWERS, JAMES & LESLEY 7470 MILLER RD	02/27/13 02/27/13	WATER TURN ON
WTON13-0587 COMPLETED	FO10-005020-0000-05	WEFEL, DUSTIN 5020 FORD ST	02/28/13 02/28/13	WATER TURN ON
WTON13-0588 COMPLETED	SE20-005311-0000-02	NICHOLS, DAWN 5311 SEYMOUR RD	02/28/13 02/28/13	WATER TURN ON
WTON13-0589 COMPLETED	DU10-005346-0000-01	GRAZIANO, REBECCA 5346 DURWOOD DR	02/28/13 02/28/13	WATER TURN ON
WTON13-0590 COMPLETED	SP10-004393-0000-01	ARNOULD, ROBERT 4393 SPRINGBROOK DR	02/28/13 02/28/13	WATER TURN ON
WTON13-0591 COMPLETED	DU10-005141-0000-06	DRENDALL, MELANIE 5141 DURWOOD DR	02/28/13 02/28/13	WATER TURN ON

Total Records: 102



February 2013	MILES DRIVEN	GALLONS GAS PURCHASED	GALLONS DIESEL PURCHASED
#1 P/U 4WD			
#3 P/U 4WD	229	20	
07-03 P/U 4WD	459		48
09-03 P/U 4WD	782		74
#2 P/U 2WD	219	25	
#6-00 BACKHOE			24
#9 DUMP			
#10 DUMP			
#11 DUMP			
#12-02 DUMP	291		76
#12-04 DUMP	454		187
#12-99 GENERATOR			
#9-02 BRUSH HOG			
#17 CASE BACKHOE			
#19 JD TRACTOR			
#06-99 BUCKET TRUCK			
#21 WOOD CHIPPER			
#807 STREET SWEEPER			
#42 ASPHALT HEATER			
#37 TRAIL ARROW			
#10-98 3" PUMP			
#28A 3" PUMP			
3" PUMP			
#30 4" PUMP			
#31 4" PUMP			
#32 4" PUMP			
1" PUMP			
S-10	215	30	
TOTAL	2649	75	409

03/01/2013

CHECK REGISTER FOR CITY OF SWARTZ CREEK  
 CHECK DATE FROM 02/01/2013 - 02/28/2013

Date	Check	Vendor Name	Description	Amount
02/07/2013	37156	ARROW UNIFORM RENTAL	MATS, SUPPLIES	27.38
			UNIFORMS, MATS, SUPPLIES, ENV.	90.46
				117.84
02/07/2013	37157	CAPITAL TIRE	(2) P225/60R18 EAGLE ULT	256.44
02/07/2013	37158	CONSUMERS ENERGY	1/1-1/31/13 4524 MORRISH RD	43.15
02/07/2013	37159	CONSUMERS ENERGY	1/1-1/31/13 ELMS PARKING LOT	29.33
02/07/2013	37160	CONSUMERS ENERGY	1/1-1/31/13 STREET LIGHTS	9,835.73
02/07/2013	37161	CONSUMERS ENERGY	1/1-1/31/13 SIRENS	27.50
02/07/2013	37162	CONSUMERS ENERGY	1/1-1/31/13 TRAFFIC LIGHTS	394.75
02/07/2013	37163	CREEK AUTO SERVICES LLC	MT & BAL 2 SNOW TIRES 10-161	32.00
			MT&BAL 2 SNOW TIRES/SEAT SWITCH 07-375	114.50
			MT & BAL 2 SNOW TIRES 09-226	32.00
			L.O.F. MONTHLY MAINT 12-144	29.95
			NEW RIM, MT & BAL 12-144	146.00
				354.45
02/07/2013	37164	DETROIT SALT COMPANY	ROAD SALT AT \$54.69 PER TON	2,660.67
02/07/2013	37165	DONALD KORTH	RESOLVE COMPUTER ISSUES AT POLICE	75.00
02/07/2013	37166	GEN CTY ROAD COMMISSION	DEC 2012 S-MTCE & OPERATIONS	306.14
02/07/2013	37167	GILL ROYS HARDWARE	MR CLEAN MAGIC ERASER (2)	7.18
			HAND SOAP/GRAY FLOODLIGHT CONTROL	27.55
			STORAGE BOX (2)	21.98
			HAND SANITIZER (5)	9.95
			LIQUID DRAIN OPENER	12.58
			VACUUM/SWIFFER DUSTER	150.98
			NUTS/BOLTS/SCREWS	13.92
			SINGLE CUT KEY (4)	7.16
			BLANK COVER/BOX SWITCH/STEEL BEAM CLAMP	6.17
			TIRE SEALANT	5.99
			CARPET CLEANER	14.99
			CARPET CLEANER	14.99
			CARPET CLEANER	14.99
			JAN 2013 DISCOUNT	(29.48)
				278.95
02/07/2013	37168	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND COM	300.00
02/07/2013	37169	INSULMASTER INC	PAINT LOBBY & COUNCIL CHAMBERS	2,791.00
02/07/2013	37170	JENNIFER HALL	UB REFUND 7025 YARMY	336.58
02/07/2013	37171	KNAPHEIDE TRUCK EQUIPMENT	RETURN MOTOR ASSY	(135.05)
			CUTTING EDGE ASSY	160.47
				25.42
02/07/2013	37172	LETAVIS ENTERPRISES INC.	21 VEH. WASHES @ \$6.75 EACH	141.75
02/07/2013	37173	MATT BELMONTI	CLEAR CITY LOTS & WALKS	473.00
02/07/2013	37174	MI MUNICIPAL WORKERS COMP FUND	7/1/11-7/1/12 PAYROLL AUDIT	667.00
02/07/2013	37175	MID STATES BOLT AND SCREW CO	PLOW BOLT(8)/LOCKNUT (36)	81.13
02/07/2013	37176	ROWE PROFESSIONAL SERVICES CO	WNCHSTR SWR CONST/EASMNT FPCU&5294 DAV,	580.00
02/07/2013	37177	ROWE PROFESSIONAL SERVICES CO	WINCHESTER SANITARY SWR/CORNERSTONE	580.00

02/07/2013	37178	ROWE PROFESSIONAL SERVICES CO	PREPARING PARKS & REC'S 5 YEAR PLAN	760.75
02/07/2013	37179	ROWE PROFESSIONAL SERVICES CO	CONST CURB & GUTTER MORRISH/I-69	642.25
02/07/2013	37180	ROWE PROFESSIONAL SERVICES CO	MEIJER CONTRACT ADMINISTRATION	322.00
02/07/2013	37181	RWS OF MID MICHIGAN	FY13 GARBAGE/RECYCLING/YARD WASTE	20,554.56
02/07/2013	37182	SWARTZ CREEK ELEVATOR	20 LB PROPANE	16.00
02/07/2013	37183	THE SCALE PEOPLE INC	POSTAL RATE CHART	13.90
02/07/2013	37184	UPS	RETURN SHIPPING	9.41
02/07/2013	37185	VALLEY PETROLEUM	1/16-1/31/13 FUEL USAGE - POLICE	1,089.76
02/07/2013	37186	VALLEY PETROLEUM	1/16-1/31/13 FUEL USAGE - DPW	688.00
02/07/2013	37187	VERIZON WIRELESS	JAN 2013 MONTHLY BILLING	496.15
02/07/2013	37188	VIEW NEWSPAPER GROUP	ZBA MTG 2/20/13 HERITAGE	42.30
02/07/2013	37189	WINDER POLICE EQUIPMENT	LIGHT BAR PARTS 07-375	305.44
02/14/2013	37190	ACE-SAGINAW PAVING COMPANY	COLD PATCH	690.00
02/14/2013	37191	ADAM H ZETTEL	CONSULTING SERVICES	993.75
02/14/2013	37192	AMERAPLAN INC	HEALTH PLAN MARCH 2013	254.25
02/14/2013	37193	AMERICAN MESSAGING	2/15-3/14/13 8108332563 8108331159	24.05
02/14/2013	37194	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	76.85
			MATS, SUPPLIES	27.31
			UNIFORMS, MATS, SUPPLIES, ENV.	76.85
			MATS, SUPPLIES	27.31
				208.32
02/14/2013	37195	BLUE CARE NETWORK-EAST MI	MARCH 2013 RETIREE MED INS KELLY	460.05
			MARCH 2013 RETIREE MED INS PETRUCHA	1,058.11
			MARCH 2013 RETIREE MED INS TYLER	460.05
			MARCH 2013 RETIREE MED INS SHANNON	460.05
			MARCH 2013 CLAIM TAX ASSESSMENT	157.52
				2,595.78
02/14/2013	37196	CONSUMERS ENERGY	1/5-2/4/13 A 5121 MORRISH RD	830.47
02/14/2013	37197	CONSUMERS ENERGY	1/6-2/1/13 A WINSHALL RESTROOMS	25.64
02/14/2013	37198	CONSUMERS ENERGY	1/6-2/4/13 A 8011 MILLER RD	22.97
02/14/2013	37199	CONSUMERS ENERGY	1/6-2/4/13 A 8059 FORTINO DR	38.43
02/14/2013	37200	CONSUMERS ENERGY	1/6-2/4/13 A 8083 CIVIC DR	949.49
02/14/2013	37201	CONSUMERS ENERGY	1/6-2/4/13 A 8095 CIVIC DR	947.33
02/14/2013	37202	CONSUMERS ENERGY	1/6-2/4/13 A 8100 CIVIC DR	1,548.30
02/14/2013	37203	CONSUMERS ENERGY	1/6-2/4/13 E 8301 CAPPY LN	353.45
02/14/2013	37204	CONSUMERS ENERGY	1/6-2/1/13 A 9099 MILLER RD	31.38
02/14/2013	37205	CONSUMERS ENERGY	1/9-2/5/13 E 4125 ELMS RD	29.06
02/14/2013	37206	CONSUMERS ENERGY	1/9-2/5/13 A 4125 ELMS RD PAVILION	23.95
02/14/2013	37207	CONSUMERS ENERGY	1/6-2/1/13 A 5257 WINSHALL DR	22.24
02/14/2013	37208	CONSUMERS ENERGY	1/6-2/1/13 A 5361 WINSHALL DR	22.24
02/14/2013	37209	CONSUMERS ENERGY	1/8-2/5/13 A 6425 MILLER RD PARK&RIDE	76.65
02/14/2013	37210	CONSUMERS ENERGY	1/6-2/1/13 ADJ 8499 MILLER RD	21.34
02/14/2013	37211	CONSUMERS ENERGY	1/1-1/31/13 STREET LIGHTS ADJ.	282.05
02/14/2013	37212	DAVID KRUEGER	SMALL CITIES MTG 2/6/13	12.28
02/14/2013	37213	DETROIT SALT COMPANY	ROAD SALT AT \$54.69 PER TON	2,723.02
			ROAD SALT AT \$54.69 PER TON	2,701.14
				5,424.16
02/14/2013	37214	FIDELITY SECURITY LIFE INSUR/EYEMIF	FEB 2013 VISION - RETIREES (4)	20.98
02/14/2013	37215	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
02/14/2013	37216	HOLLAND HEATING & COOLING	REPLACE BLOWER MOTOR ON FURNACE	732.00
02/14/2013	37217	IVAN SMITH LIBRARIAN	CLEANING SUPPLIES FOR LIBRARY	4.85
02/14/2013	37218	JOHNS TRUCK SERVICE	EXHAUST GASKET & LABOR S-10	44.71
02/14/2013	37219	MCLAREN MEDICAL MANAGEMENT INC	HEP B INJ SANDFORD	53.00

02/14/2013	37220	MICHIGAN METER TECHNOLOGY GRP.	WATER METER/METER SUPPLIES	4,097.00
			BOTTOM CAP FREEZE PLATE	59.13
			SPRINKLER METER	625.00
				4,781.13
02/14/2013	37221	RICHARD ABRAMS	SMALL CITIES MTG 2/6/13 DINNER/MILEAGE	33.20
02/14/2013	37222	ROWE PROFESSIONAL SERVICES CO	2013 TIP APPLICATIONS	4,316.00
02/14/2013	37223	SCHAEFER'S OFFICE SOURCE	ROLL TOWELS/BATH TISSUE	116.81
02/14/2013	37224	SIMEN FIGURA & PARKER PLC	JAN 2013 GENERAL/TRAFFIC/ORDIN	2,078.00
02/14/2013	37225	STATE OF MICHIGAN-DEQ WTR	MUNICIPAL SW ANNUAL PERMITFEE MS4	2,000.00
02/14/2013	37226	VALLEY PETROLEUM	DIESEL FUEL	199.02
02/20/2013	37227	WINANS INC	ELECTRIC MOTOR/PUB SAFETY RESTROOM FAN	52.45
02/21/2013	37228	ADVANCED RANGES INC	QUAL. SHOOT OFC RACOSTA	10.00
02/21/2013	37229	COMCAST BUSINESS	2/26-3/25/13 CITY HALL	275.80
02/21/2013	37230	CREEK AUTO SERVICES LLC	INSTALL NEW BATTERY 07-375	166.50
			LOF MONTHLY MAINT 07-375	29.95
			LOF/L WHEEL BEARING/REAR BRAKES 05-168	345.40
			LOF MONTHLY MIANT. 09-226	29.95
				571.80
02/21/2013	37231	DEAN & FULKERSON PC	LEGAL WORK RACOSTA/CASE 1/7 1/10 1/16/13	505.31
02/21/2013	37232	DELTA DENTAL PLAN	MARCH 2013 DENTAL - RETIREES (4)/EST TAX	290.24
02/21/2013	37233	DETROIT SALT COMPANY	ROAD SALT AT \$54.69 PER TON	2,759.11
02/21/2013	37234	DONALD KORTH	UPGRADED ANTI-VIRUS/PATCHED ENTERPRISE	750.00
			RESOLVE NETWORK ISSUE	112.50
			AOC 22" WIDE SCREEN MONITOR	136.74
			PICKED UP & INSTALL MONITOR/CLOLINGER	75.00
				1,074.24
02/21/2013	37235	ELITE BUSINESS PRODUCTS	OFFICE SUPPLIES	76.13
02/21/2013	37236	GEN CTY ROAD COMMISSION	JAN 2013 S-MTCE & OPERATIONS	130.60
02/21/2013	37237	GEN CTY ROAD COMMISSION	SIGNAL MILLER @ FAIRCHILD	137.84
02/21/2013	37238	GENESEEE COUNTY TREASURER	2013 TAX ASSESSMENT CHANGE NOTICES	125.16
02/21/2013	37239	GENESEEE CTY DRAIN COMMISSIONER	SPECIAL ASSESSMENTS 2012 DRAIN REPAIRS	5,300.00
02/21/2013	37240	GENESEEE CTY DRAIN COMMISSIONER	12/27/12-1/30/13 COMM/READY TO SERVE	83,546.86
02/21/2013	37241	HOLLAND HEATING & COOLING	INSTALL RETURNS WITH GRILLES	995.00
02/21/2013	37242	LETAVIS ENTERPRISES INC.	18 VEH. WASHES @ \$6.75 EA	121.50
02/21/2013	37243	MY-CAN LLC	PORTA JON RENTAL/ELMS PARK	140.00
02/21/2013	37244	PITNEY BOWES INC.	RENTAL CHARGES 11/30/12-2/28/13	150.00
02/21/2013	37245	PSYBUS PC	FIT FOR DUTY EVAL OFC RACOSTA 1/16&21/13	2,900.00
02/21/2013	37246	SCHAEFER'S OFFICE SOURCE	OFFICE SUPPLIES	286.83
02/21/2013	37247	SUBURBAN AUTO SUPPLY	WINDSHIELD WIPERS 07-375	23.98
02/21/2013	37248	SW CREEK AREA CHAMBER OF COMMI	CHAMBER ANNUAL MEMBERSHIP 2013	150.00
02/21/2013	37249	SWARTZ CREEK AREA FIRE DEPT.	JAN 2013 MONTHLY RUNS	4,155.74
02/21/2013	37250	SWARTZ CREEK AREA SENIOR CITZ.	DECEMBER CDBG EXPENSES	228.00
02/21/2013	37251	VALLEY PETROLEUM	2/1-2/15/13 FUEL USAGE - POLICE	1,023.69
02/21/2013	37252	VALLEY PETROLEUM	2/1-2/15/13 FUEL USAGE - DPW	821.18
02/21/2013	37253	VILLAGE CLEANERS	UNIFORM CLEANING JAN 2013	122.50
02/21/2013	37254	WINDER POLICE EQUIPMENT	OVERHEAD LIGHT PARTS	193.40
02/28/2013	37255	A+ SUPPLY CO INC	LIGHT/LIGHT BULBS	183.55
02/28/2013	37256	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	76.85
			MATS, SUPPLIES	27.31
				104.16

02/28/2013	37257	COOKS DIESEL RV & TRUCK REPAIR	REPLACED EXHAUST SYSTEM #12-04	1,112.35
02/28/2013	37258	GENESEE CTY DRAIN COMMISSIONER	7163 PARKRIDGE PKWY SEWER CONNECTION	1,000.00
02/28/2013	37259	HOLLAND HEATING & COOLING	INSTALL UV LIGHTS (2) AIR PURIFIERS	1,795.00
02/28/2013	37260	LANDMARK APPRAISAL CO	ASSESSOR SERVICES NOV 1, 2012-OCT 31, 20	2,289.17
02/28/2013	37261	MICHIGAN LUMBER CO	PICNIC TABLE HARDWARE SET (3)	244.65
02/28/2013	37262	MICHIGAN METER TECHNOLOGY GRP.	WATER METER & SUPPLIES	749.46
02/28/2013	37263	MICHIGAN PIPE AND VALVE	3/4 METER VALVE COMP (12)	624.60
02/28/2013	37264	MUZZALL GRAPHICS	A/P LASER CHECKS QTY 2000	219.37
02/28/2013	37265	PARAGON LABORATORIES INC	WATER SAMPLES	157.50
02/28/2013	37266	PROGRESSIVE AE	ENGINEERING SERVICES FOR SIGNAL WORK MOF	5,969.00
02/28/2013	37267	PURCHASE POWER	POSTAGE/TRANS FEE	2,019.99
02/28/2013	37268	ROWE PROFESSIONAL SERVICES CO	PREPARING PARKS & REC'S 5 YEAR PLAN	2,000.00
02/28/2013	37269	ROWE PROFESSIONAL SERVICES CO	SCRAP TIRE GRANT	285.00
02/28/2013	37270	ROWE PROFESSIONAL SERVICES CO	DESIGN AND CONST PLANS FOR MORRISH RD BR	104.00
02/28/2013	37271	SUBURBAN AUTO SUPPLY	DRY GAS (12)	33.48
			DRY GAS (11)	30.69
				64.17
02/28/2013	37272	TED AND RUTH KRAMER	CLAIM FOR DAMAGES WAIVE 6224 BAINBRIDGE	949.82
02/28/2013	37273	VIVIAN P BROPHY	CLEAN 10 CHAIRS AT LIBRARY	50.00

GEN TOTALS:

**Total of 118 Disbursements:**

**201,197.78**

**REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK**  
**FEBRUARY 28, 2013**

GL NUMBER	2012-13 AMENDED BUDGET	END BALANCE 02/28/2013 NORMAL (ABNORMAL)	ACTIVITY FOR 02/28/2013 INC (DECREASE)	AVAILABLE BALANCE	% BDGT USED
<b>Fund 101 - General Fund</b>					
TOTAL REVENUES	1,686,678.00	1,183,379.92	155,285.12	503,298.08	70.16
TOTAL EXPENDITURES	1,788,702.11	1,132,718.30	106,384.25	655,983.81	63.33
NET OF REVENUES & EXPENDITURES	(102,024.11)	50,505.23	48,900.87		
<b>Fund 202 - Major Street Fund</b>					
TOTAL REVENUES	294,607.00	145,052.65	23,803.41	149,554.35	49.24
TOTAL EXPENDITURES	578,891.34	98,641.68	26,239.52	480,249.66	17.04
NET OF REVENUES & EXPENDITURES	(284,284.34)	46,410.97	(2,436.11)		
<b>Fund 203 - Local Street Fund</b>					
TOTAL REVENUES	96,722.00	41,914.99	7,486.93	54,807.01	43.34
TOTAL EXPENDITURES	113,373.00	41,551.71	12,674.87	71,821.29	36.65
NET OF REVENUES & EXPENDITURES	(16,651.00)	363.28	(5,187.94)		
<b>Fund 226 - Garbage Fund</b>					
TOTAL REVENUES	351,630.00	325,709.44	49,228.66	25,920.56	92.63
TOTAL EXPENDITURES	435,129.00	255,024.05	26,282.37	180,104.95	58.61
NET OF REVENUES & EXPENDITURES	(83,499.00)	70,685.39	22,946.29		
<b>Fund 248 - Downtown Development Fund</b>					
TOTAL REVENUES	2,888.00	30.94	0.00	2,857.06	1.07
TOTAL EXPENDITURES	14,600.00	2,168.47	0.00	12,431.53	14.85
NET OF REVENUES & EXPENDITURES	(11,712.00)	(2,137.53)	0.00		
<b>Fund 265 - Drug Enforcement Fund</b>					
TOTAL REVENUES	110,622.00	67,424.41	0.00	43,197.59	60.95
TOTAL EXPENDITURES	110,622.00	53,888.28	0.00	56,733.72	48.71
NET OF REVENUES & EXPENDITURES	0.00	13,536.13	0.00		
<b>Fund 350 - City Hall Debt Fund</b>					
TOTAL REVENUES	83,875.00	83,844.64	0.00	30.36	99.96
TOTAL EXPENDITURES	83,830.00	16,902.50	0.00	66,927.50	20.16
NET OF REVENUES & EXPENDITURES	45.00	66,942.14	0.00		
<b>Fund 401 - Capital Project Fund</b>					
TOTAL REVENUES	36,202.00	5.30	0.00	36,196.70	0.01
TOTAL EXPENDITURES	36,202.00	0.00	0.00	36,202.00	0.00
NET OF REVENUES & EXPENDITURES	0.00	5.30	0.00		
<b>Fund 402 - Fire Equip Replacement Fund</b>					
TOTAL REVENUES	230.00	147.54	79.65	82.46	64.15
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	230.00	147.54	79.65		
<b>Fund 590 - Water Supply Fund</b>					
TOTAL REVENUES	1,292,640.00	725,015.36	3,515.56	567,624.64	56.09
TOTAL EXPENDITURES	1,317,891.25	790,270.19	105,986.74	527,621.06	59.96
NET OF REVENUES & EXPENDITURES	(25,251.25)	(65,254.83)	(102,471.18)		
<b>Fund 591 - Sanitary Sewer Fund</b>					
TOTAL REVENUES	1,070,990.00	554,373.43	3,540.05	516,616.57	51.76
TOTAL EXPENDITURES	1,451,092.63	633,728.46	21,161.72	817,364.17	43.67
NET OF REVENUES & EXPENDITURES	(380,102.63)	(79,355.03)	(17,621.67)		

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK  
FEBRUARY 28, 2013

GL NUMBER	2012-13 AMENDED BUDGET	END BALANCE 02/28/2013 NORMAL (ABNORMAL)	ACTIVITY FOR 02/28/2013 INC (DECREASE)	AVAILABLE BALANCE	% BDGT USED
<b>Fund 661 - Motor Pool Fund</b>					
TOTAL REVENUES	118,848.00	74,203.79	0.00	44,644.21	62.44
TOTAL EXPENDITURES	177,023.00	82,317.59	11,225.83	94,705.41	46.50
NET OF REVENUES & EXPENDITURES	(58,175.00)	(8,113.80)	(11,225.83)		
<b>Fund 865 - Sidewalks</b>					
TOTAL REVENUES	0.00	5,782.63	0.00	(5,782.63)	100.00
TOTAL EXPENDITURES	0.00	5,534.84	0.00	(5,534.84)	100.00
NET OF REVENUES & EXPENDITURES	0.00	247.79	0.00		
<b>Fund 866 - Weed Fund</b>					
TOTAL REVENUES	0.00	3,600.00	0.00	(3,600.00)	100.00
TOTAL EXPENDITURES	0.00	585.00	0.00	(585.00)	100.00
NET OF REVENUES & EXPENDITURES	0.00	3,015.00	0.00		





# ROWE PROFESSIONAL SERVICES COMPANY

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

February 28, 2013

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

RE: Morrish Road Drainage Improvements

Dear Mr. Bueche:

Enclosed please find a copy of the bid tabulation for the above referenced project. All bids opened and read at the bid opening on February 26, 2013 have been reviewed and audited. L. Zellar and Sons Excavating was the low bidder with a bid amount of **\$27,000**.

We have worked successfully in the past with L. Zellar and Sons Excavating on similar projects and it is our recommendation to award them the contract.

If you have any questions, or need additional information regarding this matter, please feel free to contact me.

Sincerely,  
ROWE Professional Services Company

Louis P. Fleury, P.E.  
Project Manager

Enclosure

R:\Projects\12C0183\Docs\recommendation ltr.doc

**TABULATION OF BIDS**



ROWE PROFESSIONAL  
SERVICES COMPANY

OWNER: City of Swartz Creek  
 PROJECT: Morrish Road Drainage Improvements  
 JOB NO.: 12C0183  
 DATE: February 26, 2013

	QUANTITY	UNIT	LUMP SUM BID PRICE
L. Zellar and Sons Excavating 1406 S. Linden Rd. Flint, MI 48532	1	LS	\$27,000.00
Kennedy Excavating 4345 N. State Road Davison, MI 48423	1	LS	\$27,100.00
L & M Landshaping 4340 N. State Road Davison, MI 48423	1	LS	\$27,400.00
P O Box 129 8493 Reed Road New Lothrop, MI 48460	1	LS	\$29,554.00
Fick Excavating & Trucking 2500 S. Elms Road Swartz Creek, MI 48473	1	LS	\$34,000.00
Dean Holmes Excavating 8350 East Richfield Rd. Davison, MI 48423	1	LS	\$35,289.71
Joe Raica Excavating 3640 Nicholson Fowlerville, MI 48836	1	LS	\$48,000.00

**LABOR AGREEMENT**  
**Between**  
**CITY OF SWARTZ CREEK**  
**And**  
**SWARTZ CREEK SUPERVISORS ASSOCIATION**  
JULY 1, 2012 - JUNE 30, 2016

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**SECTION NO. 1 - AGREEMENT**

This Agreement is made this 27<sup>th</sup> day of August, 2012, between the City of Swartz Creek, a Michigan Municipal Corporation, hereinafter referred to as the "Employer" or the "City" and the Swartz Creek City Supervisor's Association, hereinafter referred to as the "Association."

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

**SECTION NO. 2 - PURPOSE AND INTENT**

The purpose of this agreement is to set forth terms and conditions of employment; to promote orderly and productive labor relations between the Employer and the Association.

**SECTION NO. 3 - RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended [MCL 423.201, et seq], as amended, the Employer does hereby recognize the Association as the sole, exclusive representative for the purposes of collective bargaining with respect to the rates of pay, wages, hours of employment and other terms and conditions of employment during the term of this Agreement for those Association members including:

All supervisory positions as certified in MERC case number R-76L-541 as follows:

UNIT I - City Clerk, City Treasurer, Assessor, Finance Officer, Police Chief, Department of Public Services Director, excluding the City Manager.

UNIT II - Police Sergeant / Lieutenant Code Enforcement Officer, Public Services Foreman, Deputy Finance Officer, and all other deputies, excluding the City Manager.

The above language is not intended to limit additions, deletions, combinations or titles from UNIT I or II by mutual agreement.

For the life of this agreement, the Employer and the Association agree to the following positions / combined positions, the job descriptions for which shall be kept on file with the City Manager's Office: City Clerk – Finance Officer; Finance Director; Treasurer; Director of Public & Community Services; Chief of Police – Director of Public Safety; Police Lieutenant.

The Employer and the Association shall continue to be autonomous as certified by MERC (See paragraphs above) and may bargain separately and/or individually in any future negotiations when requested by either said Employer or Association.

#### **SECTION NO. 4 - MANAGEMENT RIGHTS**

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

- A). Of exclusive management and control of the governmental system, its property, facilities, operations, and affairs.
- B). To hire employees, determine their qualifications, conditions of employment, dismissal, demotion, suspension, or layoff; to create, combine, separate, schedule, transfer or promote supervisory employees and/or positions; to determine the size of the working force; and to assign duties to, and to direct all employees;
- C). To make and change rules and regulations not inconsistent with the terms and conditions of employment set forth in the provisions of this agreement.
- D). To determine services, supplies and equipment; to determine all methods and means of distributing, dissemination or selling its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.
- E). To subcontract the performance of services, but not to erode the work force.
- F). To determine the number and location or relocation of its facilities.
- G). To determine all financial practices and policies, including all accounting procedures, and all matters pertaining to public relations of the City of Swartz Creek.
- H). To determine the size of the management organization, its functions, authority, amount of supervision and table or organization.

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

#### **SECTION NO. 5 - ASSOCIATION DUES, INITIATION FEES AND SERVICE FEES - PAYMENT BY CHECK-OFF**

- A). Employees may tender an initiation fee and monthly membership dues by signing the Authorization for Check-Off of dues form, provided by the Association. During the life of this agreement and in accordance with the terms of the Authorization of Check-Off of Dues form, and to the extent the laws of the State of Michigan permit, the

Employer agrees to deduct Association membership dues levied in accordance with the membership vote of the Association from the pay of each employee who executes or has executed the Authorization for Check-Off of Dues form as shown in paragraph (g) of this section.

B). When Deductions Begin

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

C). Remittance of Dues to Financial Officer

Deductions pursuant to paragraph (b) above shall be remitted to the designated financial officer of the Association with a list of those from whom dues have been deducted as soon as possible after the first day of the following month.

D). Termination of Check-Off

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

E). Disputes Concerning Membership

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

F). Limit of Employer's Liability

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

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

G). Authorization of Dues Check-Off Form

Following is the form for the Authorization of Dues Check-Off:

SWARTZ CREEK CITY SUPERVISOR'S ASSOCIATION  
Swartz Creek, Michigan 48473      Effective Date \_\_\_\_\_

To: City of Swartz Creek, Payroll Department

From: \_\_\_\_\_

I hereby request and authorize you to deduct from my earnings every two weeks an amount sufficient to provide for the regular payment of current rate of Association dues established by the Swartz Creek City Supervisor's Association. The Association shall

certify the amount and any change in such amount shall be certified by the Association. The amount deducted shall be paid to the Secretary-Treasurer of the Association on a monthly basis.

( ) Regular Membership            ( ) Agency Shop Fee

Street Address \_\_\_\_\_

City-State-Zip Code \_\_\_\_\_

Member's Signature \_\_\_\_\_

**SECTION NO. 6 - ANNUAL SALARIES AND JOB DESCRIPTIONS**

A). Updated job descriptions approved by the Employer and Association will remain in force during the life of this Agreement and may be further updated by the City Manager and the Association by mutual agreement.

B). It is hereby agreed the annual rate of pay for members of the Bargaining Unit effective from and after July 1, 2012 shall be as follows:

<u>Position</u>	<u>Jul 1, 2012 (1.5%)</u>	<u>Jul 1, 2013 (1.5%)</u>	<u>Jul 1, 2014 (2%)</u>	<u>Jul 1, 2015</u>
<u>City Clerk – Finance Officer:</u>	\$54,363	\$55,178	\$56,282	Open
<u>Finance Director:</u>	\$53,350	\$54,150	\$55,233	Open
<u>Treasurer:</u>	\$47,713	\$48,429	\$49,398	Open
<u>Dir of Public &amp; Comm Services:</u>	\$56,749	\$57,600	\$58,752	Open
<u>Asses – Zon Admin – Code Enf:</u>	N/A	N/A	N/A	N/A
<u>Chief of Police – Dir of Pub Saf:</u>	\$59,071	\$59,957	\$61,156	Open
<u>Police Lieutenant:</u>	\$53,540	\$54,343	\$55,430	Open

C). It is agreed that in the event that the position of a deputy or a police supervisor to any member of the bargaining unit is filled, the annual rate of such positions shall be negotiated between the parties.

D). It is agreed that the wage scale provided above applies to present members of the bargaining unit and if a vacancy occurs in any position, the Employer reserves the right to fill such vacancy at whatever beginning rate the Employer may so determine.

**SECTION NO. 7 - COMPENSATORY TIME/OVERTIME**

A). In consideration of the fact that positions in the bargaining unit, with the exception of the Police Lieutenant, are not entitled to overtime pay, the Police Chief and the Department of Public and Community Services Director may receive compensatory time off upon application to the City Manager. The City Manager may grant or deny such request at his/her discretion. Nothing contained herein relative to compensatory time off shall operate or be interpreted to create a vested right to compensatory time off or to accumulate or be paid for such time or overtime. In addition, the City Manager may grant flex or split shift allowances upon request, so long as such time falls within the same pay period.

B). The Police Lieutenant's scheduling will be based on an eighty (80) hour bi-week. A regular schedule will be posted in time frames that are reasonably consistent with the patrol officer's schedule. Such schedule will be regular (i.e. five (5) eight hour days per

week, four (4) ten hour days per week, etc.). Split shifts are allowable upon request and approval of the Chief of Police. The Police Lieutenant shall receive overtime pay at the rate of time and one-half of all hours worked in excess of his/her regular assigned shift. Holiday reimbursement for hours not worked will be limited to eight hours at regular rate.

C). In the event the Police Lieutenant is required to work on holidays, holiday pay at time and one-half times their regular rate shall be paid for all hours worked.

## **SECTION NO. 8 - LONGEVITY PAY**

Eliminated in October, 2004.

## **SECTION NO. 9 - VACATIONS**

A). Newly hired employees will, upon starting employment, be credited with a number of vacation days equal to one (1) vacation day per month for each month left in the calendar year during which they are hired (including the month in which their employment commences) up to a maximum of ten (10) days. On January 1 of the first calendar year following the year in which they commence employment, said employees shall be credited with fifteen (15) vacation days to be used during such year. Additionally, during the first calendar year following the year in which they commence employment, said employees shall earn vacation days to be used in the next subsequent year in accordance with the schedule set forth below.

All existing employees, and all newly hired employees beginning with their second calendar year of employment, will earn credit towards vacation with pay in accordance with the following schedule during the calendar year for use after January 1<sup>st</sup> of the following calendar year.

<b>Completed Years of Service</b>	<b>Annual Maximum</b>
1-4	15 Days
5-20	20 Days
20+	25 Days

B). Employees who are entitled to a fifth week of vacation shall receive payment in lieu of said fifth week of vacation, if, at the discretion of the Employer the vacation cannot be granted. These employees will be notified within ten (10) working days of their request for the fifth week of vacation whether it will be granted in the form of vacation or in payment in lieu of vacation. The payment in lieu of vacation shall be at said employee's regular rate of pay.

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

D). When a day which is observed by the Employer as a paid holiday falls within a scheduled vacation, the holiday will not count as a vacation day.

E). A vacation day or days may be waived by an Employee and the Employer by mutual agreement, and the Employee shall be paid at said employee's regular rate of pay for the vacation day or days so waived; provided, however, said payment is limited to two (2) weeks in lieu of vacation.

F). If an employee becomes ill and is under the care of a duly licensed physician prior to his/her vacation, such vacation will be re-scheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation at his/her regular rate of pay.

G). If a regular pay day falls during an employee's vacation, during which vacation the employee will be off from work at least a minimum of forty (40) consecutive hours of vacation, excluding days off, the employee shall receive that paycheck in advance; provided, however, the employee has notified the city in writing of such request at least thirty (30) days in advance of the date of the payday falling within the employee's vacation.

H). If an employee is terminated, laid off, retires, resigns with proper notice (two weeks), or in the event of death of an employee he/she will receive any unused vacation credit including that accrued in the current calendar year.

I). Employees will be paid their current salary based on their regular scheduled pay rate while on vacation and will receive credit for any benefits provided for in this agreement.

J). Employees may accumulate and carry over to the following calendar year a maximum of one (1) week of their annual earned vacation, which must then be used in that following calendar year.

## **SECTION NO. 10 - HOLIDAY PROVISIONS**

A). The following days are designated as City holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, December 24th, Christmas Day, December 31st, and the employee's Birthday, respectively. Employees will be paid their current salary based on a regular day for said holidays.

B). Should one of the above listed a holidays fall on a Saturday, the preceding Friday shall be considered as a holiday. Should one of the above listed holidays fall on a Sunday, the following Monday shall be considered as a holiday.

## **SECTION NO. 11 - SICK/ACCIDENT COVERAGE AND ABSENT LEAVE**

A). A sickness, accident or disability insurance policy, consisting of Short Term Disability (STD, 26 weeks or less), and Long Term Disability (LTD, 180 days to 24 months) will be provided to each full time employee under the age of sixty-five (65). Coverage shall commence on the first (1st) day of hospitalization or the first (1st) day of an accident, or on the eighth (8th) consecutive day of sickness when such sickness or accident prevents such employee from performing his or her job. Benefits will be paid in the amount of sixty (60%) percent of the employee's gross biweekly wage not to exceed One-Thousand and Three Hundred (\$1,300) Dollars for any biweekly period. Such sick, accident or disability coverage will be provided without cost to the employee, and an



employee while on sick leave will be eligible for all other benefits provided by this agreement; however, such benefits shall be determined upon the basis of the employee's rate of pay at the time of inception of the sick, accident or disability leave. Increases in salary as provided by this contract shall not operate to increase sick and accident benefits unless and until the employee shall have worked following the effective date of any such increase. Employees sixty-five years old or older shall not be eligible for this coverage.

B). Sick and accident insurance benefits shall be effective immediately, or as soon as the provider allows for activation.

C). Absent Leave. All employees of the bargaining unit will be allowed to be absent from work up to ninety-six (96) hours during the calendar year. In consideration of the fact that positions in the bargaining unit, with the exception of the Police Lieutenant, are not entitled to overtime pay, the City Clerk-Finance Officer, Finance Director, Treasurer and Police Lieutenant shall receive an additional forty (40) hours of absent time, for a total of one-hundred thirty-six (136) hours. The Positions of City Clerk-Finance Officer, Finance Director, Treasurer and Police Lieutenant are not eligible for compensatory time. Such absent leave shall be earned at the rate of eight (8) hours leave per calendar month for the positions of Police Chief and the Department of Public and Community Services Director and at the rate of 11.33 hours leave per calendar month worked for the positions of City Clerk-Finance Officer, Finance Director, Treasurer and Police Lieutenant. All such corresponding leave shall be credited on January first of each year for use during that calendar year. If said employee terminates employment during said calendar year and has used more absent leave hours than he or she has earned as of the date of termination, said employee shall reimburse the employer for the excess absent leave used, and said amount may be deducted by the City from said employee's final pay check. Absent leave will be prorated on all new hires and terminations, at the rate as defined by position herein.

D). All absent leaves shall be approved in advance by the employee's immediate supervisor and shall be used in increments of no less than one (1) hour. Employees absent due to illness shall give notice to their immediate supervisor and give said supervisor reasonable continuing information relative to the expected length of such absence. Prior to the return from any absent leave, the City may require medical documentation that the employee is capable of performing his/her job description.

E). If at the end of a calendar year an employee has unused absent leave, the employee shall be paid for said absent leave, up to a maximum of seventy-two (72) hours. The employer shall make such payment on the 2<sup>nd</sup> payday in January of the next calendar year. Such payment shall be based on said employee's regular rate of pay in effect on the first day of the calendar year during which the unused absent leave was accrued. No unused absent leave may be carried over for use in a subsequent calendar year.

## **SECTION NO. 12 - LEAVES OF ABSENCE**

A). Family and Medical Leave.

An employee may be granted a leave of absence, as stipulated in the Family and Medical Leave Act. Immediate family is to be defined as follows: Mother, Father,

Brother, Sister, Spouse, Son, Daughter, Mother-In-Law, Father-In-Law, Grandparents, or a member of the employee's immediate household. Such leave will be without pay.

B). Personal Leave.

A written request stating bona fide reasons for a personal leave of absence shall be granted to an employee for a period not to exceed thirty (30) days. Such leave will be without pay.

C). Military Leave for Veterans

Employees who are in a branch of the Armed Forces, Reserve or National Guard, will be paid the difference between the reserve pay and their regular pay with the units when they are on full time active duty in the Reserve or National Guard; provided, proof of service and pay are submitted, to a maximum of two (2) weeks per year.

### **SECTION NO. 13 - FUNERAL LEAVE**

A). Funeral leave is for the express purpose of making arrangements for and attendance at a funeral. Approved leave hours pursuant to this Section shall not be deducted from the employee's absent or vacation leave unless such deduction is specifically provided for.

B). As funeral leave, an employee shall be allowed to be off from work a maximum of thirty-two (32) hours with pay, per death, beginning with the day of death and terminating with the day of funeral, for a death in the immediate family. The immediate family is defined as: The employee's Mother, Father, Brother, Sister, Spouse, Son, Daughter, Step-Daughter, Step-Son, Daughter-In-Law, Son-In-Law, Brother-In-Law, Sister-In-Law, Grandparents, Granddaughter, Grandson, Grandparents of employee's spouse, Mother-In-Law, Father-In-Law, Stepmother or Stepfather.

C). Employees shall be allowed to be off from work the time necessary, up to a maximum of eight (8) hours with pay, to attend the funeral of a relative. Relative is defined as: The employee's Uncle, Aunt, Spouse's Aunt and Uncle, Niece or Nephew.

D). Upon request, the City Manager may authorize funeral leave, up to 8 hours, for the attendance of a(n) employee(s) at the funeral for a deceased or retired city employee or elected or appointed official.

E). If a funeral for a member of the employee's immediate family or relative is held at a location 150 miles or more from the City of Swartz Creek, two (2) travel days may be authorized.

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

### **SECTION NO. 14 - RETIREMENT PROGRAM**

A). Senior Members of Bargaining Unit.

Employees who are members of this bargaining unit prior to July 1, 1997 shall be entitled to the following retirement benefits:

1). Retirement Plan B-4, with attachment of the following Options: F-50 Rider (after 25 years), FAC - three years, with E-1 and E-2 options contracted by the Employer with the Michigan Municipal Employees Retirement System (MMERS), will be in force for the life of this agreement. The MMERS contract shall be kept on file in the City Clerk's office of the Employer.

2). For the term of this agreement, employee contributions to the retirement plan shall be made at the rate of 4% of gross wages. The remaining contribution required annually by said retirement plan shall be made by the Employer.

B). Newly Hired Employees.

Those employees of this bargaining unit who were hired on or after July 1, 1997 shall not be participants in the defined benefit plan, but shall be entitled to participate in the MMERS defined contribution plan, with the Employer's contribution to said plan to be equal to and no greater than 7% of the employee participant's gross wages.

C). Current Employees Not Members of Bargaining Unit.

Those employees of the City who are not members of the bargaining unit but who are employees of the City as of June 30, 1997, shall, upon becoming a member of this bargaining unit after July 1, 1997, be required to become a participant in the MMERS defined contribution plan.

If, prior to becoming a member of this bargaining unit and a participant in the MMERS defined contribution plan, said employee was a participant in any defined benefit retirement plan provided by the Employer, the then present value of such employee's account within the defined benefit retirement plan shall be transferred to the MMERS defined contribution plan. Such transfer shall take place simultaneously with said employee assuming the position which enables him or her to become a member of this bargaining unit, and, as a condition of being appointed to such position, said employee shall, to the extent necessary, assist the Employer and MMERS by signing any documents required to effectuate said transfer.

D). Defined Contribution Plan Vesting.

The Employer's contribution to the defined contribution plan for full time employees referred to in sub-paragraphs b and c above, shall become vested on behalf of the employee participant in accordance with the following schedule:

Less than 1 year completed service:	0% vested
After 1 year, but less than 2 years completed service:	20% vested
After 2 years, but less than 3 years completed service:	40% vested
After 3 years, but less than 4 years completed service:	60% vested
After 4 years, but less than 5 years completed service:	80% vested
After 5 years completed service:	100% vested

E). Defined Contribution Plan - Employee Voluntary Contribution.

Employees enrolled in the Defined Contribution Plan may make voluntary contributions by payroll deduction of an amount not to exceed the contribution authorized by the MMERS plan. Employee contributions are not subject to the vesting provisions of Subsection D), above. Employees may change their voluntary contribution one time each contract year.

## **SECTION NO. 15 - LIFE INSURANCE COVERAGE**

A). The Employer agrees to pay the full premium of a term life insurance plan for each employee, face value of \$50,000 double indemnity for all association unit members.

## **SECTION NO. 16 - HOSPITALIZATION - MEDICAL COVERAGE**

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

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

B). To the extent the plan provider permits, the Employer will reimburse the employee for the co-pay amount for medical and prescription coverage (\$10.00 for office calls, \$10/\$20 for prescriptions), to the extent such co-pays are incurred by the employee and/or his or her immediate family so covered by the Plan, up to a maximum of One-Thousand (\$1,000) Dollars per contract year, per employee. Reimbursement is only for those costs incurred within the contract year. Reimbursement shall be subject to employee submission of [a] paid receipt [s] indicating the name of the provider, the name of the patient, a date and description of the service provided, and the amount paid by the employee. Receipts shall be held by the employee and submitted no later than June 30<sup>th</sup> of the contract year in which they were incurred.

C). If an employee is unable to work due to illness or injury covered by the Employer's Worker's Compensation or Sick and Accident Insurance Program, the Employer agrees to continue to pay and provide for benefits as defined pursuant to each Paragraph of this Section, for a six (6) month period.

D). Medical, dental and vision insurance benefits shall be available to all new hire, full-time employees; however, costs for these benefits shall be the responsibility of the employee for the first 90 days of employment. Should an employee elect to forego coverage for the first 90 days of employment, he or she may enter the program as provided for in this section commencing on the 91st day of employment, pursuant to provider rules.

E). Each full time seniority employee may, at such employee's option, elect to purchase at the employee's cost a sponsored dependent rider on such terms and conditions and at such coverage levels as are established from time to time by Blue Care Network, the provider of such coverage. The receipt of such benefits by a seniority employee is subject to the following conditions:

- 1). That such sponsored dependent coverage is available.
- 2). The days on which such sign up is permitted are those established by the provider or providers of such benefits.
- 3). On or before the day in which the employee signs up for such benefit, such employee shall pay to the Employer a sum equal to two (2) months premiums for said coverage.
- 4). After signing up for such benefits, the employee shall thereafter pay to the Employer a monthly premium for such coverage as established by the provider or providers of such benefits. Said monthly premium shall be paid on or before the first day of the month following the sign up day and shall be paid on or before the first day of each month thereafter.
- 5). The employee shall, in addition, be liable for and pay any other costs or expenses charged to the Employer by any provider in connection with the provision of such sponsored dependent rider and, upon presentation of a bill therefore, shall pay same within ten (10) days of the date thereof.
- 6). If the Employer has not received from the employee any sum due as provided in subsections 1 through 5 above, the City Manager shall forthwith terminate such benefit for such employee and shall advise the employee of such termination. Any sum due to the Employer as of such date shall be paid by the employee forthwith.

F). Cash Opt-Out Option. An eligible full time employee, upon written request to the City Manager, may elect not to participate in the health, prescription, dental and vision insurance package currently offered to employees in the bargaining unit. In the event health and prescription are not elected, those employees who elect not to participate shall be paid the sum of Two Hundred Dollars (\$200) for each calendar month the employee does not participate. If an eligible employee wishes to opt back into the Plan, he or she may do so on the terms as determined by the insurance provider. Any partial month shall be prorated.

G). Retiring Employees. Subject to availability, rules and conditions set forth by the provider, the employer will pay a maximum of 70% of the monthly cumulative premium for medical & prescription insurance coverage as defined within this section, Section 16, subsection "(A)", for members of the bargaining unit who retire within the term of this agreement and the person who is such retiree's spouse at the time of said retiree's retirement, subject to the terms of Section 16, G), 1). The retiree will be responsible for the remaining 30% cost of the selected medical coverage (Section 16 A). The retiree shall have the option of purchasing additional coverage's listed in Section 16 (dental and vision) provided such retiree pays the full cost of the plan(s). Such coverage will be provided for the retiree commencing on the date of the retiree's retirement, provided the retiree has twenty-five (25) years credited service with the City of Swartz Creek and in the City's MMERS Defined Benefit or Defined Contribution Retirement Plan and has attained the age of fifty (50) years, or, has 25 years of credited service with the City of Swartz Creek and in the City's MMERS Defined Benefit or Contribution Retirement Plan and meets the criteria for MMERS Disability Retirement as determined under the provisions of the MMERS Disability retirement plan. Such coverage will continue until

the month said retiree attains the age of sixty-five (65) years. No coverage will be provided for a retiree or spouse who is eligible for Medicare benefits.

1). Post retirement medical coverage provided for in this section shall extend to the spouse of an eligible retiree, within the following provisions and subject to the availability and rules set forth by the City's provider:

a). That such person is the spouse of the retiree at the time of retirement.

b). If the spouse ceases to be the spouse of an eligible retiree by divorce or becomes separated, then such coverage shall be terminated. In the event that a court orders the retiree to provide such coverage for the former spouse or separated spouse than the retiree shall be responsible for payment of the extended coverage.

c). If an eligible retired employee passes away, such retiree's spouse who is, and was married to the retiree at the time of retirement, may elect to continue coverage as provided for in this section, on a cost shared decreasing schedule. For the first year following the death of the retiree, the City will pay 70%. Year two, the City will pay 50%. Year three, the City will pay 30%. Year four, the City will pay 10%. Year five and beyond, the retiree's widow(er) spouse may elect to continue coverage at his/her sole expense. If the spouse re-marries, then all coverage available from the City shall be terminated.

d). If a retired, eligible employee marries after retirement, all costs associated with the coverage of the new spouse will be the responsibility of the retiree. If the retiree passes away, the spouse may elect to continue coverage at his/her sole expense, subject to availability and terms as may be determined by the provider. If the spouse re-marries, then all coverage available from the City shall be terminated.

2). It is agreed between the parties that retiree medical shall be re-negotiated at such a time that employees participating in the Defined Contribution retirement programs reach fifteen (15) years credited service with the City of Swartz Creek.

3). In the event the eligible retired employee or deceased retired employees widowed spouse who was married to the retiree at the time of retirement becomes employed by another employer, and is eligible for medical coverage, the retired employee must accept such coverage in lieu of retirement coverage provided by the City of Swartz Creek. If, or when, the retired employee elects to terminate such other employment, he/she would again become eligible for coverage relative to this agreement and according to rules set forth pursuant to this Section, or by the City's provider. If the retired employee should retire again, and medical coverage is offered, the retired employee must accept this coverage in lieu of coverage offered by the City of Swartz Creek. The City of Swartz Creek retains the right to verify employment and the availability of medical insurance.

4). The City reserves the right to require a thirty-day advance deposit of all sums due the City. Thereafter, such retiree or eligible widow(er) shall pay the monthly premium on or before the first day of each month. If such retiree or widow(er) fails to pay said premium, then the City shall send by U.S. Mail, at the last known address, a fourteen-day notice of termination. If such retiree or

retiree's widow(er) desires to correct the arrearage, a 10% late fee shall be added along with any additional associated costs. If no response is received, then the coverage shall be terminated.

## **SECTION NO. 17 - WORKERS' COMPENSATION - ON THE JOB INJURY POLICY**

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

## **SECTION NO. 18 - UNIFORMS**

The Employer will provide to the Chief of Police, Director of Public Services, Foreman of the Public Services, Police Lieutenant, and Code Enforcement Officer, or any other salaried employee required to wear a uniform, all necessary and appropriate uniforms at the Employer's expense.

## **SECTION NO. 19 - JURY DUTY**

Employees who serve on jury duty will be paid the difference between his/her pay for jury duty and his/her regular salary.

## **SECTION NO. 20 - DISCHARGE AND DISCIPLINE**

- A). The concept of progressive discipline is hereby adopted to govern disciplinary action. It is understood and agreed, however, that the Employer reserves the right to suspend or discharge for a serious infraction without instituting progress discipline; provided further than in such instances nothing contained herein shall operate to deprive the salaried employee of the grievance procedure.
- B). The Employer agrees promptly upon the discharge of discipline of any salaried employee to notify in writing the Association President of the discharge or discipline.
- C). The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Association President and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request the Employer or its designated representative will discuss the discharge or discipline with the employee and Association President.

- D). Should the discharged or disciplined employee consider the discharge or discipline to be improper, the matter may be referred to the grievance procedure at step one.
- E). In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than eighteen (18) months previously. Prior to imposition of a suspension of one or more days the Employer will review the employee's past written discipline.

## **SECTION NO. 21 - GRIEVANCE PROCEDURE**

### Definition of Grievance

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

#### A). Informal Grievance Procedure – INFORMAL STEP.

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

#### B). Formal Grievance Procedure - STEP ONE.

1). If the aggrieved employee does not receive a satisfactory oral answer, or if she/he does not receive any answer at the Informal Step within three (3) working days following the day of oral presentation, the aggrieved employee may reduce the grievance to writing and submit it to her/his immediate supervisor or designee.

2). A grievance must be submitted in writing within fifteen (15) calendar days of the occurrence of the condition(s) giving rise to the grievance, or within fifteen (15) calendar days of the date it is reasonable to assume the employee(s) should reasonably have become aware of the conditions giving rise to the grievance, whichever is later, in order for the matter to be considered a grievance under this agreement.

3). The grievance shall be submitted on forms provided by the Association, dated, and signed by the aggrieved employee(s) and shall set forth the facts involved in the grievance, the date(s) of the grievance, and the provisions of this agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the immediate supervisor or designee shall sign and date a copy, which shall be returned to the grievant and the Association President or his/her designee. A meeting shall be held if requested by either party.

4). The immediate supervisor or his/her designee shall provide a written answer to the grievant, and/or the Association President or their designee within ten (10) working days. The grievance may be appealed in writing to the next



higher step of the grievance procedure within ten (10) working days after receipt of such written answer.

5). If the written answer of the immediate supervisor or designated representative is unacceptable to the grievant, the grievance may be appealed in writing to the next higher step of this grievance procedure. Any grievance not appealed within ten (10) working days after such answer shall be considered as forfeited by the Association.

C). STEP TWO

1). If the grievant is not satisfied with the decision of the grievance at Step One, the grievant may appeal in writing the grievance to the City Attorney for Unit I members and the City Manager for Unit II members within ten (10) working days after the date of the Step One answer (See Subsection (B)(5), above).

2). Within ten (10) working days of receipt of the grievance the City Attorney (for a Unit I grievance) or the City Manager (for a Unit II grievance) may hold a meeting with the grievant and the Association in an attempt to resolve the alleged grievance. Only persons directly related to the disposition of the grievance shall be present at the meeting. The grievant may be represented by either the Association President or his/her designee. Representatives of the Employer and the Association shall not exceed five (5) in number collectively (including the grievant).

3). Within seven (7) working days following the conclusion of such meeting(s), the City Attorney (for a Unit I grievance) or the City Manager (for a Unit II grievance) or his/her designee shall provide the grievant and the Association President or designee with a written disposition of grievance.

D). STEP THREE

In the event of an unsatisfactory decision, the Association President may submit the grievance to arbitration within ten (10) working days following receipt of the grievance disposition received in Step Two above. Written notice to the Employer shall constitute a request for arbitration.

1). The Employer and the Association shall meet within seven (7) working days after notice of arbitration has been given for the purpose of selecting an arbitrator. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either party or both parties to provide a panel or arbitrators. The parties shall attempt to select an arbitrator from this list within ten (10) working days. If there is no selection from this list, the American Arbitration Association shall be requested to provide a second panel of arbitrators. The parties shall attempt to select an arbitrator from this list within ten (10) working days. If there is no selection from the second list, the American Arbitration Association shall appoint an arbitrator.

2). The rules of the American Arbitration Association shall apply to all arbitration hearings. The arbitrator shall be requested to issue her/his decision within thirty (30) days after the conclusion of testimony agreement, and the submission of briefs. The decision of the arbitrator will be final and binding on all

parties, and judgment thereon may be entered in any Court of competent jurisdiction.

3). Fees and authorized expenses of the arbitrator shall be shared equally by the Employer and the Association.

4). The arbitrator shall have no authority to add to, or subtract from, alter, change, or modify any of the provisions of this agreement.

5). The arbitrator shall not substitute her/his judgment for that of the Employer where the Employer's judgment and actions are based upon reasonable cause and do not violate the written provisions of this agreement. The arbitrator may make no award that provides the employee compensation greater than would have resulted had there been no violation.

6). The Employer, in no event, shall be required to pay back wages for more than thirty (30) working days prior to the date the written grievance is filed. However, in the case of a claim of a pay shortage (other than one resulting from miss-classification) of which the employee could not have been aware before receiving her/his pay, any adjustment shall be retroactive to the beginning of the pay period in which the shortage occurred, if the employee files her/his grievance within fifteen (15) working days after she/he becomes aware of such shortage. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned.

E). Restitution/Reinstatement.

1). Should a decision be rendered at any step of the grievance procedure that the employee was unjustly discharged, demoted, suspended without reasonable and just cause, the Employer agrees to reinstate the employee to the employee's former position in effect on the day of discharge, demotion, or suspension. Computation of any back wages or benefits, if appropriate, must include offsets for unemployment insurance. A decision may be rendered to reinstate the employee without back compensation or benefits.

2). Failure of the grievant to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Failure of the Employer to render a decision on a grievance within the specific time limits shall permit its appeal by the grievant to the next step.

3). Steps of the grievance procedure may be waived in writing by mutual agreement of both parties. The grievant may withdraw a grievance at any step of the procedure. Grievances so withdrawn shall not be reinstated.

4). The Employer and the grievant may adjust a grievance without the involvement of the Association, provided the adjustment is not contrary to any of the provisions of this agreement, provided, the Association is notified the adjustment is not contrary to the provisions of this agreement.

## **SECTION NO. 22 - PROFESSIONAL MEMBERSHIP FEES**

The Employer agrees to pay annual membership fees for Association Members, such as, City Clerks Association, Chief of Police Association, Assessor's Association, Building Officials Association, Public Works Association, Water and Waste Association, etc.

## **SECTION NO. 23 - TERM OF AGREEMENT**

A). This agreement shall continue in full force and effect until the 30<sup>th</sup> day of June, 2016.


B). If either party wishes to terminate this agreement, or modify or amend any section or subsection hereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the date of termination of this agreement. The modification or amendment of any specific section or subsection shall not affect the remainder of this agreement.

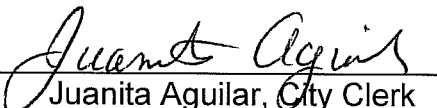
C). If no notice of termination of modification is given by either party as provided for herein, then this agreement shall automatically continue in full force and effect from year to year.

***(Signature Page to Follow)***

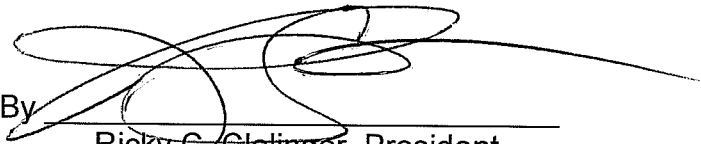
**IN WITNESS WHEREOF** the parties hereto have caused this instrument to be executed on the date and year first above written.

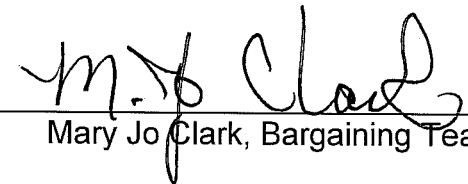
**CITY OF SWARTZ CREEK**  
A Michigan Municipal Corporation

By   
Richard B. Abrams, Mayor

By   
Juanita Aguilar, City Clerk

**SWARTZ CREEK CITY SUPERVISORS ASSOCIATION**

By   
Ricky C. Glotinger, President

By   
Mary Jo Clark, Bargaining Team

APPROVED AS TO FORM:  
Richard J. Figura,  
City Attorney

DRAFT: 2014 - 2017 CALL FOR PROJECTS APPLICATIONS - PRESERVATION

AGENCY	PROJECT	LIMITS	SUBMITTED		PER LN ADT	Total Fed	Cost Per LN FT	Scoring Breakdown						TOTAL SCORE
			PASER	SCORED PASER				PASER	ADT	Complete Streets	Safety	Access Mgmt	Areawide Impact	
GCRC	Flushing Road	Linden Road to Mill Road	2	2	1,581	\$ 716,680.00	\$ 52.30	65	3	5	5	3	3	84
GCRC	Pierson Road	Linden Road to I-75	3	3	6,485	\$ 954,776.00	\$ 86.77	55	13	3	5	5	3	84
GCRC	Coldwater Road	Neff Road to Saginaw Road	2	2	1,581	\$ 1,471,080.00	\$ 87.07	65	3	5	5	3	1	82
GCRC	Coldwater Road	Clio Road to Neff Road	2	2	1,493	\$ 1,471,080.00	\$ 87.07	65	3	5	5	3	1	82
GCRC	Clio Road	Dodge Road to Wilson Road	2	2	1,471	\$ 1,239,240.00	\$ 90.44	65	3	5	5	3	1	82
Swartz Creek	Fairchild, Winston	Miller Road to Miller Road	2	2	557	\$ 510,657.00	\$ 71.96	65	3	3	2	3	5	81
Swartz Creek	Miller Road	Morrish Road to Elms Road	3	3	6,942	\$ 887,621.00	\$ 58.37	55	13	3	2	3	5	81
Swartz Creek	Miller Road	Tallmadge Court to Dye Road	3	3	4,309	\$ 891,494.00	\$ 43.97	55	5	5	5	5	5	80
Mt Morris	Saginaw Street	South City Limits to Mt Morris Ro	2	2	3,461	\$ 627,115.00	\$ 74.23	65	5	3	2	3	1	79
GCRC	Flushing Road	Warner Road to Linden Road	2	2	1,389	\$ 570,400.00	\$ 41.63	65	3	3	2	3	3	79
Flint	Kearsley Street	Chevrolet Ave to Beach Street	3	3	6,443	\$ 954,467.00	\$ 66.86	55	13	3	2	5	1	79
Mt Morris	Saginaw Street	Mt Morris Road to North City Lim	2	2	2,331	\$ 634,404.00	\$ 75.10	65	5	3	2	2	1	78
Burton	Center Road	Atherton Road to Lippincott Blvd	3	3	5,104	\$ 979,275.00	\$ 46.37	55	10	3	2	3	5	78
GCRC	Linden Road	Lennon Road to Corunna Road	3	3	6,811	\$ 1,910,444.00	\$ 87.68	55	13	3	2	1	3	77
GCRC	Coldwater Road	Saginaw Road to Dort Highway	2	2	974	\$ 839,960.00	\$ 48.03	65	3	3	2	0	3	76
GCRC	Linden Road	Corunna Road to Calkins Road	3	3	5,825	\$ 1,898,880.00	\$ 89.55	55	10	3	2	1	5	76
Fenton	Poplar Street	Silver Lake Road to North Road	3	3	4,388	\$ 466,338.00	\$ 253.44	55	5	5	5	5	1	76
GCRC	Linden Road	Frances Road to Dodge Road	2	2	1,657	\$ 480,000.00	\$ 57.51	65	3	3	2	0	1	74
Mt Morris	Roosevelt Street	Benson Street (City Limits) to Sag	2	2	215	\$ 416,417.00	\$ 170.02	65	3	3	2	0	1	74
GCRC	Irish Road	Irish Road to Davison City Limits	3	3	3,640	\$ 1,035,920.00	\$ 34.04	55	5	3	2	1	5	71
Flint	Fenton Road	Campbell Street to I-69	5	3	3,380	\$ 1,323,045.00	\$ 73.87	55	5	3	2	3	3	71
Burton	Center Road	Bristol Road to Atherton Road	3	3	3,771	\$ 993,134.00	\$ 47.02	55	5	3	2	2	3	70
GCRC	N Saginaw Road	Mt Morris City Limits to Frances F	3	3	2,147	\$ 526,240.00	\$ 47.10	55	5	3	2	1	3	69
Davison	W Rising, Dayton,	State Street (M-15) to Main Stree	3	3	838	\$ 547,931.00	\$ 115.83	55	3	3	2	1	5	69
GCRC	N Saginaw Road	Carpenter Road to Coldwater Ro	3	3	2,109	\$ 937,480.00	\$ 44.30	55	5	3	2	0	3	68
Swartz Creek	Miller Road	Seymour Road to Morrish Road	4	4	5,402	\$ 924,543.00	\$ 56.12	45	10	3	2	3	5	68
GCRC	N Saginaw Road	Stanley Road to Mt Morris City Li	3	3	4,038	\$ 474,720.00	\$ 46.15	55	5	3	0	0	3	66
Flushing	Seymour Road	Southern City Limits to Main Stre	4	4	3,350	\$ 757,171.00	\$ 119.05	45	5	5	3	5	3	66
GCRC	Fenton Road	Hill Road to Maple Ave	3	3	3,686	\$ 743,360.00	\$ 39.85	55	5	3	0	1	65	66
GCRC	Linden Road	Dodge Road to Wilson Road	3	3	1,983	\$ 488,000.00	\$ 57.48	55	3	3	2	0	1	64
Grand Blanc	Genesee Road	50 ft North of Kings Fairway Lane	3	3	1,428	\$ 326,536.00	\$ 58.31	55	3	3	2	0	1	64
Grand Blanc	Center Road	Tupper Street to City limits	4	4	5,813	\$ 375,968.00	\$ 92.15	45	10	3	5	0	1	64
GCRC	Van Slyke Road	Maple Ave to Bristol Road	3	4	2,521	\$ 683,560.00	\$ 39.43	45	5	5	3	0	1	64
Flint	Fenton Road	W Hemphill Road to Campbell Str	4	4	3,380	\$ 630,871.00	\$ 74.68	45	5	3	2	5	3	64
Clio	Smith Street	New Street to Mill Street (Clio Ro	4	4	1,571	\$ 281,600.00	\$ 119.04	45	3	3	2	5	5	63
Flint	Dupont Road	Stewart Ave to Carpenter	5	4	4,824	\$ 1,313,714.00	\$ 76.80	45	5	3	2	5	1	61
Flint	Robert T. Longway	Center Road to Dort Hwy	4	4	4,660	\$ 906,725.00	\$ 68.46	45	5	3	2	3	3	61
Flint	Stewart Ave	Andrew Street to Dupont Street	4	4	3,235	\$ 1,306,950.00	\$ 67.30	45	5	3	2	5	1	61
Swartz Creek	Miller Road	Elms Road to Tallmadge Court	4	4	3,840	\$ 481,171.00	\$ 55.56	45	5	3	2	0	5	60
Swartz Creek	Bristol Road	Eastern GM Entrance to Miller Rc	4	4	2,550	\$ 232,193.00	\$ 343.48	45	5	5	2	0	3	60
Flushing	Seymour Road	Main Street to Western City Limit	4	4	2,872	\$ 350,753.00	\$ 97.43	45	5	0	3	3	3	60
Clio	N Mill Street	M-57 (Vienna Road) to Field Road	3	4	1,394	\$ 461,120.00	\$ 52.48	45	3	3	2	2	3	58
GCRC	McCandlish Road	S Saginaw Road to Vassar Road	4	4	3,083	\$ 1,380,000.00	\$ 110.43	45	5	3	2	0	1	56
GCRC	Silver Lake Road	Sage Road to McCaslin Lake Road	3	4	2,973	\$ 313,600.00	\$ 57.51	45	5	3	2	0	1	56
Goodrich	West Hegel Road	West Village Limits to Golf Course	4	4	2,587	\$ 732,960.00	\$ 138.82	45	5	0	3	2	1	56
Flint	Saginaw Street	Flint River to Hamilton Road	5	5	3,562	\$ 1,552,656.00	\$ 65.06	25	5	3	3	5	5	46
Davison	E Clark Street	S Main Street to East City Limits	5	5	740	\$ 400,480.00	\$ 79.01	25	3	5	3	2	5	43
Flint	Robert T. Longway	Dort Hwy (M-54) to I-475	5	5	2,330	\$ 1,466,719.00	\$ 74.20	25	5	3	2	3	3	41
Flint	Lapeer Road	Center Road to Dort Hwy	5	5	1,469	\$ 1,222,079.00	\$ 72.33	25	3	3	3	3	3	39
Flint	Lapeer Road	Dort Hwy to I-69	5	5	1,469	\$ 1,106,377.00	\$ 72.76	25	3	3	2	2	3	38
GCRC	Pierson Road	I-75 to Jennings Road	3	6	5,346	\$ 549,240.00	\$ 53.73	10	10	3	0	2	3	28

Prog \$ 17,023,911  
 Alloc \$ 16,933,444  
 Rem \$ (90,466.52)

## Draft 2014-2017 TIP Proposed Funding Levels

### Urban Preservation and Reconstruction Projects

Agency	Lane Miles	% Lane Miles	Lane Mile Share	Proposed Funding
GCRC	722.5	49.8%	\$ 11,321,891	\$ 11,072,540
Burton	155.0	10.7%	\$ 2,429,704	\$ 4,310,156
Flint	422.2	29.1%	\$ 6,616,260	\$ 954,467
Small Cities	151.2	10.4%	\$ 2,369,403	\$ 5,362,457
	1450.9	100.0%	\$ 22,737,258	\$ 21,699,620



STATE OF MICHIGAN

RICK SNYDER

GOVERNOR

**DEPARTMENT OF TRANSPORTATION**

LANSING

KIRK T. STEUDLE

DIRECTOR

March 4, 2013

David Krueger, Mayor  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, Michigan 48473

Dear Mr. Krueger:

Title VI of the Civil Rights Act of 1964, and related statutes state that, "No person in the United States shall on the grounds of race, color, or national origin, sex, age, disability, or socio-economic status, be excluded from participation in, be denied the benefit of, or otherwise be subjected to discrimination in any program or activity receiving Federal financial assistance". The Civil Rights Restoration Act of 1987 restored the full intent of Title VI to require compliance by all federal-aid recipients and sub-recipients whether their programs or activities are federally funded or not.

Related to Title VI, Executive Order 12898, Limited English Proficiency and Executive Order 13166, Environmental Justice was enacted to ensure non-discrimination against low-income populations, minority populations and persons who have limited ability to speak, write, or understand English. These Executive Orders require recipients and sub-recipients to address Environmental Justice and Limited English Proficiency in consideration of and approach to any program, service, or activity receiving federal-financial assistance, in their Title VI Plans.

***Our records indicate that the Michigan Department of Transportation (MDOT) does not have a Title VI Plan on file for the City of Swartz Creek.***

A Title VI Plan is required *prior to the receipt* of federal financial assistance. *If you have ever entered into a contract with MDOT for federal highway funds or have received assistance from the Federal Highway Administration (FHWA) in relationship to an MDOT project, you must have a Title VI Plan.*

Failure to comply with this requirement may place you in deficiency status until you have complied with the regulation as specified in 23 CFR Part 200 and 49 CFR Part 21. You must verify that your organization meets compliance requirements by completing and submitting the enclosed "Sub-Recipient Application for Certification of Title VI and EEO Compliance and Assurances - form 0106."

**YOU HAVE 90 CALENDAR DAYS (6/3/13) FROM RECEIPT OF THIS CORRESPONDENCE TO HAVE YOUR FINAL COMPLETED PLAN IN PLACE AND POSTED ON YOUR WEBSITE. YOUR DRAFT PLAN MUST BE SUBMITTED FOR REVIEW BY OUR OFFICE WITHIN 30 DAYS (4/3/13) SO THAT WE CAN ASSIST YOU IN MAKING CORRECTIONS; TO ENSURE THAT YOUR TITLE VI PLAN IS IN COMPLIANCE WITH THE REGULATIONS. PLEASE NOTE THAT YOUR FINAL DRAFT PLAN MUST**

MURRAY D. VAN WAGONER BUILDING • P.O. BOX 30050 • LANSING, MICHIGAN 48909

www.michigan.gov • (517) 373-2090

**BE REVIEWED AND RECEIVE APPROVAL BY OUR STAFF PRIOR TO SENDING IT TO YOUR CITY COUNCIL FOR ADOPTION.**

Please include methods and procedures in your Title VI Plan to ensure non-discrimination with regard to Executive Order 12898 and Executive Order 13166. At a minimum, your Title VI Plan must include:


- Title VI Assurances signed by the City Manager or other appropriate executive or responsible authority
- Appendix A, B, and C must be inserted in every contract or sub-contract (enclosed for your reference)
- Local Public Agency (LPA) Plans must include at a minimum:
  - Designation of a Title VI Coordinator or EEO Officer with full authority to implement the Title VI Plan and related statutes
  - Internal compliance reviews of all programs
  - Public outreach and education plan
  - Training programs for staff and others
  - Complaint procedures including time limits for responding
  - Procedures for identifying and addressing Title VI Issues
  - Periodically report on the status of Title VI compliance
  - Detailed plans for bringing discriminatory programs into compliance
  - Methods to prevent discrimination in policy, programs, and procedures
  - Data collections procedures and methods
  - Prevention of discrimination by ensuring fairness in sub-contracting
  - Assurances against discrimination in employment
  - Limited English Proficiency Plan (LEP)
  - Environmental Justice Plan (To address the effects of projects on low-income populations and minority populations)
  - Retaliation clause

After initial certification, you must complete and submit the enclosed annual certification form 0179 – “Title VI Sub-Recipient Annual Certification Form” by October 5<sup>th</sup> of the reporting year. If you would like assistance in completing your Title VI Plan, please contact:

Teshia Johnson  
Civil Rights Program Assistant  
Michigan Department of Transportation  
425 W. Ottawa  
Lansing, Michigan 48909  
(517) 241-7462  
Fax: 517-335-2785  
[Johnsont35@michigan.gov](mailto:Johnsont35@michigan.gov)

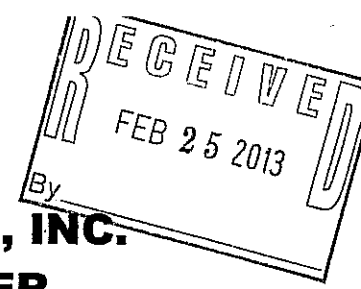
Linda LaNoue  
Student Assistant  
Michigan Department of Transportation  
425 W. Ottawa  
Lansing, Michigan 48909  
(517) 335-2381  
Fax: 517-335-2785  
[Lanouel@michigan.gov](mailto:Lanouel@michigan.gov)

I look forward to working with you to ensure non-discrimination. The work you do is vital to the economic vitality of our state and the nation, and requires that public funds be used for the benefit of all in a fair and equitable manner.

Sincerely,  
  
Cheryl J. Hudson  
EEO Officer

Enclosure(s)





**SWARTZ CREEK AREA SENIOR CITIZENS, INC.  
SWARTZ CREEK AREA SENIOR CENTER**

**WARMING AND COOLING SITE POLICY**

Swartz Creek Area Senior Citizens, Inc. dba the Swartz Creek Area Senior Center will function as a warming and cooling site in the capacity of a, "pass through" agency. The center will assist seniors during regular business hours only, when temperatures are considered extremely dangerous. The center will not provide meals, long term shelter, or medical intervention.

The center's participation as a heating and cooling site is to prevent unnecessary health risks for the community's most frail elderly. Staff at the senior center will do the following:

- Provide water, coffee or tea.
- Make the senior as comfortable as possible.
- Contact relatives, neighbors or friends to provide assistance.
- Contact agencies for additional services to assist the senior.

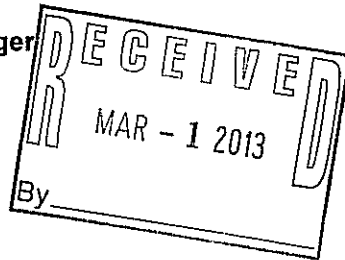
Should the senior center be mandated to facilitate emergency measures due to a crisis situation within the community, it will do so only with the assistance of local government departments (police/fire, etc.), outside agencies such as the Red Cross, Valley Area Agency on Aging, and/or GCCARD.

Policy Adopted  
1/9/2013



**Office of Genesee County Sheriff**  
**Emergency Management/Homeland Security**  
**SHERIFF ROBERT J. PICKELL**

Jenifier Boyer, P.E.M.  
Emergency Management Manager  
(810) 257-3064  
(810) 237-6169 (fax)



Undersheriff Christopher Swanson  
1002 S. Saginaw, Flint, MI 48502  
(810) 257-3407  
(810) 257-3077 (fax)

February 22, 2013

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

RE: Homeland Security Grant – Equipment Transfer of Ownership Form

Dear Paul,

Attached please find two copies of the Transfer of Ownership Form for the SIREN NARROWBANDING project. I have already signed the attached forms for your convenience, please sign both and return one copy to my attention. Please don't hesitate to call me if you have any questions or concerns.

Thank you,

Jenifier Boyer, P.E.M.  
Emergency Management Manager

**EQUIPMENT TRANSFER FORM**

LOCAL UNIT: City of Swartz Creek

**DESCRIPTION OF EQUIPMENT: SIREN NARROWBANDING**

**SIREN AT 6060 Bristol Road**

One new controller board serial #412353192 \$1,460

Reprogramming \$ 280

**SIREN AT 4100 North Elms Road**

One new controller board serial #412353147 \$1,460

Reprogramming \$ 280

**SIREN AT 8100 Civic Drive**

One new controller board serial #412353180 \$1,460

Reprogramming \$ 280

**SIREN AT 5200 Oakview**

One new controller board serial #412353184 \$1,460

Reprogramming SOUTH \$ 280

**SIREN AT 5372 ~~North~~ Seymour**

One new controller board serial #412353167 \$1,460

Reprogramming \$ 280

---

Total Project \$8,700

**FOR THE LOCAL UNIT**

By executing this Equipment Transfer Form, the designated official below warrants that they have been authorized by the Local Unit to accept the Equipment described above, and agrees on behalf of the Local Unit to abide by the terms of the SUBGRANT AND TRANSFER OF EQUIPMENT AGREEMENT executed between the Local Unit and Genesee County, and the Standards therein described.

[Signature]  
Signature

City Manager  
Title

MARCH 1, 2013  
Date

**FOR THE COUNTY**

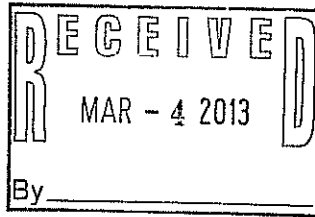
By executing this Equipment Transfer Form, the Emergency Manager hereby transfers ownership of the described Equipment to the Local Unit, subject to the terms and conditions of the SUBGRANT AND TRANSFER OF EQUIPMENT AGREEMENT executed between the Local Unit and Genesee County, and the Standards therein described.

[Signature]  
Emergency Manager

2/20/2013  
Date



February 27, 2013



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

Dear Mr. Bueche:

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

Effective on or about April 4, 2013, Jewelry TV (ch.14) will be added to the Economy Tier and Digital Starter Service.

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

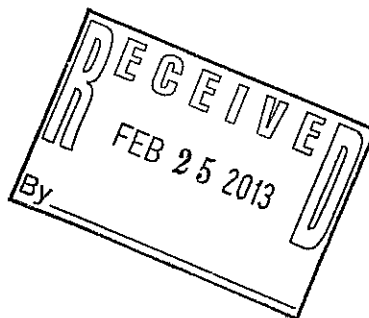
Sincerely,

A handwritten signature in black ink, appearing to read "Gerald W. Smith". The signature is fluid and cursive, with a large loop at the end.

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



February 21, 2013



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

**RE: Digital Network Enhancement Expansion to Limited Basic Service**

Dear Mr. Bueche:

Comcast is *expanding* our digital network enhancement project to include *all Limited Basic service channels* – including Public, Government and Educational Access (“PEG”) channels - in your community. Channel placements will not change as a result of this project; current channels will simply be delivered in digital rather than analog format.

This enhancement will allow us to deliver the world of all digital entertainment to all Comcast video service customers in April 2013. This means that customers will need a digital receiver or digital adapter from Comcast or a third party device with a CableCARD™ **for all televisions** on which they wish to continue receiving Comcast video services.<sup>[1]</sup>

Enclosed please find a copy of the notice being provided by Comcast to our **Limited Basic** service customers informing them of the enhancement and offer of up to three digital adapters at no additional cost. This notice provides further detailed information.

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

Sincerely,

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

Enclosure

<sup>[1]</sup> Customers with digital QAM tuner televisions will continue to receive Limited Basic service channels without a digital device. To see channels above the Limited Basic service tier, QAM tuner TVs will need a digital device. The Limited Basic service channel line-up varies by area but in general includes local broadcast TV stations plus local Public, Government and Educational Access (“PEG”) channels.

# Network upgrade information for *all* of your TVs at

[SERVICE ADDRESS INFORMATION]



Sample A. Sample  
Apt 1-A  
123 Anystreet  
Anytown US 12345  
  
\*\*\*\*\*BARCODE\*\*\*\*\*

To keep your channels,  
you may need new equipment by  
**April 9, 2013.**

There's no additional monthly service charge.

Dear [Sample A. Sample],

We are currently upgrading our network to an all-digital platform to provide you with a crisp digital picture and sound. Once the upgrade is complete, you may need a digital set-top box, digital adapter or CableCARD™ on each of your TVs to continue enjoying your current channels.

If you have TVs without one of the devices, simply:



Digital set-top box



Digital adapter

- 1** Call 1-877-634-4434 and speak to a helpful representative, or visit [comcast.com/digitalnow](http://comcast.com/digitalnow).
- 2** Order up to three digital adapters — at no charge. Get more digital adapters for just \$0.50 each per month.
- 3** Connect your digital adapters to the TVs and follow the easy activation instructions. If you'd like professional installation, we can provide it for an additional charge.

After these simple steps, you'll watch your current channels, just like always, but now with crisp digital picture and sound. You'll also receive new channels, including WDCQ World, WDCQ Create and WJRT Live Well.

**Make sure you have the equipment you need by April 2, 2013.**  
Call 1-877-634-4434 or visit [comcast.com/digitalnow](http://comcast.com/digitalnow) today.

P.S. If you do nothing, you may not be able to receive channels with your current equipment. Act today.

## Contact us today.

**1-877-634-4434**  
**[comcast.com/digitalnow](http://comcast.com/digitalnow)**

Please have the following information ready:

**Unique Digital ID #:**

[XXXX-XXXX-XXXX-XXXX]

**Account #:**

[XXXX-XXXX-XXXX-XXXX]

**Home Phone #:**

[XXX-XXX-XXXX]

**Call us at 1-877-634-4434 or visit [comcast.com/digitalnow](http://comcast.com/digitalnow) to order your equipment today.**

Not available in all areas. Limited to residential customers receiving Limited Basic service. QAM tuner TVs will continue to receive Limited Basic channels 2-12, 15-19, 21, 90, 95-96 & 99 without a digital device unless signals are encrypted. Customers with an authorized CableCARD device will not require additional equipment. Pricing subject to change. Applicable equipment, installation, taxes, franchise and other fees extra. Call for details. © 2013 Comcast. All rights reserved.