

# City of Swartz Creek

## AGENDA

Regular Council Meeting, Monday January 27, 2014 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 January 13, 2014 MOTION Pg. 21
5. **APPROVE AGENDA**
  - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
  - 6A. City Manager's Report (Agenda Item) MOTION Pg. 2
  - 6B. Rescinding of Lot Sale Resolutions Pg. 29
  - 6C. Hazardous Waste Request Pg. 31
  - 6D. Mundy Township Building Services Agreement Pg. 32
  - 6E. Springbrook Colony Utility Transfer Pg. 36
  - 6F. Park Reservations (Waivers) Pg. 47
  - 6G. Sewer Relining and Inspection Contract Pg. 49
  - 6H. FANG Dues Notice Pg. 57
  - 6G. Blood Draw Contract (OWI) Pg. 59
  - 6I. Retail Fraud Ordinance Amendment Pg. 63
  - 6J. Police Department Monthly Reports Pg. 65
  - 6K. Comcast Change Notifications Pg. 68
  - 6L. EVIP Category II Submission Pg. 70
  - 6M. KWA News Article Pg. 74
  - 6N. MDOT Contract Change Pg. 77
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
  - 8A. Rescinding of Lot Sale Resolutions RESO. Pg. 13
  - 8B. Hazardous Waste Request RESO. Pg. 13
  - 8C. Mundy Township Building Services Agreement RESO Pg. 14
  - 8D. Springbrook Colony Utility Transfer RESO Pg. 14
  - 8E. Park Fee Waiver (GCWC) RESO Pg. 17
  - 8F. Park Fee Waiver (Girl Scouts) RESO Pg. 18
  - 8G. Sewer Relining and Inspection Contract RESO Pg. 18
  - 8H. FANG Dues & Budget Adjustment RESO Pg. 18
  - 8I. Blood Draw Contract (OWI) RESO Pg. 19
  - 8J. Retail Fraud Ordinance Amendment RESO. Pg. 19
  - 8K. Kroger Tax Appeal Discussion DISC. Pg. 10
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 January 27, 2014 - 7:00 P.M.

**TO:** *Honorable Mayor, Mayor Pro-Tem & Council Members*  
**FROM:** Adam Zettel // City Manager  
**DATE:** January 17, 2014

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

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

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

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 (Estimated to be \$10,000)

The bridge is complete, along with the decorative lighting. We continue to hold back proportioned payments related to the masonry sides until all matters are resolved, however, the contractor does not appear to be cooperating with MDOT. We'll continue to work with the state to determine what, if any, costs are to be paid for this work item. This dispute continues, but the city does not have much skin in the game to be honest. A letter that sheds some light on things is attached.

In related news, the contract has been modified through work changes orders to be reduced by \$5,395.85. This was executed administratively since it was a reduction in the anticipated costs and is within the parameters of the budget and other approvals.

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

The special assessment district has been approved and will be implemented for the fiscal year beginning on July 1, 2014. Staff will be incorporating these revenues in the preparation of the FY 2015 budget draft. Until this is done, a complete picture of the general fund and overall services levels will not be possible. As you are aware, much of the SAD will go to offset a general fund deficit.

We intend to have two full time police officer positions filled at or around the beginning of the fiscal year. Staff will also be analyzing options to fill the finance director position. This could include a full time position, a contracted service, a part time position, a realignment of existing staff duties, or any combination of such options.

We will be incorporating the projected contract terms for building services, potential code enforcement services, and a possible fourth position at the department of public works. If time permits, we may have a proposal for rental registration and inspection as well (likely on a contracted basis). Note that these are just ideas. We are assuming nothing, and any changes to the budget that reflect such concepts will all be subject to review and approval by the city council.

✓ **MI-DEQ SCRAP TIRE GRANT PROJECT #1, PARKING LOTS (Update)**

We've received a notice of award for \$136,904 from the MI-DEQ Scrap Tire Grant Program. We applied for a couple of our parking lots, being Public Safety Building and the north alley lot behind Hank & Don's.

The estimated total project costs have changed, along with some of the revenues. The changes include the water main addition, the alley hardscape, and the Meijer sidewalk. The breakdown on fund allocation is listed. The current budget includes approximately \$170,000 of general fund money for this purpose. The additional funds are not yet budgeted. We will look to bring this up for the FY 2015 budget. The new estimates are as follows:

**Project Costs**

Public Safety/Civic Drive	\$190,000
Sidewalk	\$30,000
Downtown Alley/Parking	\$65,000
Alley Enhancement (includes lighting, landscaping, retaining wall, railing, and colored concrete)	\$65,000
Water main Loop (for ductile iron water main)	\$80,000
Design/Construction Engineering	\$71,350
Total Project Cost	\$501,350

**Fund Sources**

Scrap Tire Grant	\$136,000
Meijer Contribution	\$10,000
Local Match	\$354,446

**Fund Impact**

Total Cost	\$501,350
Scrap Tire Grant	\$136,904
Meijer	\$10,000
CDBG (Pending)	\$29,000
Water Fund	\$103,158
General Fund	\$222,288

✓ **MI-DEQ SCRAP TIRE GRANT PROJECT #2, WINCHESTER STREETS (Status)**

After reviewing this fix with the city engineer and Mr. Svrcek, we decided to drop this application. The timelines for completion were tight, and the solution was only temporary. We feel a larger public engagement process is needed to give residents alternates for the street restoration. We ultimately felt that proceeding with this process would compromise such discussions.

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

☐ **REHABILITATION PROGRAM (Update)**

A full program will take more time to develop. In the interest of addressing the current issues, we have an agenda item related to sewer relining and inspection prepared for this meeting.

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

WWS advises that now that we have cleared the sanitary sewer concerns as it relates to the main that crosses the creek at the bridge, they'll begin preparing agreements for transfer of the main to the County. As soon as I get a draft of the agreement, I'll set the matter up for discussion on the terms.

❑ **KWA** (*Update*)

The city enacted a pass-along increase beginning after the first of the year for the first phase of the debt retirement for the KWA. Costs for future service are very uncertain and will undoubtedly rise much. Despite that, I believe that we need to look at local increases to support a local capital improvement program for aging infrastructure. This may not amount to much, but we need to start somewhere. If we simply pass along increase from the other authorities, we will not even be able to keep up with inflationary increases for operating.

On the bright side, those continuing to purchase Detroit water may find rates tripling! This could encourage Oakland County to join the KWA or make rates in Genesee County even more competitive. I have attached an interesting Free Press Article on the matter.

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

I expect to make some changes here. There is not an existing set of policies outside of the police department and union contracts. I may enact a very skeleton set of policies, and begin the process of adding to it. I may also have a couple separate policies enabled in the near future based on need, such as a technology use policy or other flex/compensation time policies.

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

I have a couple community development ideas for the property that the planning commission and city council should consider. I will revisit the demolition potential with Mr. Svrcek soon since the building's days are certainly numbered. This is something we may look at this summer.

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

The agreements for POLC, AFSCME, Supervisor, and the Assessor have been settled. The outstanding agreement involves building services with Mundy Township. This is on the agenda for business and discussed below.

✓ **FIRE DEPARTMENT: COST RECOVERY & APPARATUS** (*Status*)

Pending

✓ **SPRINGBROOK EAST & HERITAGE S.A.D. – VACANT LOTS** (*Update*)

Following are issues pending for the three Associations:

SPRINGBROOK COLONY	SPRINGBROOK EAST	HERITAGE VILLAGE
<i>Transfer Water, Sanitary Sewer, Storm Sewer to City.</i>	<i>Seek Solution for 12 Vacant Lots Owned by City.</i>	<i>Transfer Water, Sanitary Sewer, Storm Sewer, Streets to City. Seek Solution for 5</i>



		Vacant Lots Owned by City.
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The Springbrook Colony utility transfer agreement is attached. I spoke with the legal counsel for the home owners association, as well as Mr. Gildner on the issue. The agreement has been labored over for some time and is in a form that I recommend the city council approve.

The fate of the lots in Springbrook East is pending. Like the Heritage lots, there are many issues with the charter requirements related to sales and the current/anticipated market value of the transfers as proposed.

Heritage Village utility and street transfers will need to occur at some point, but I need to reinvent the wheel here and start over. I will keep the council posted.

✓ **MEIJER COMMUNITY DONATION (Status)**

Regarding the Meijer Community Donation, we are still looking at several options for consideration, one of which is a sidewalk segment that would accompany the parking lot tire grant work we are looking to do. The costs for this may be a burden. I will be looking at options with Mr. Svrcek and bouncing those off the council and Meijer.

✓ **EVIP COMPETITIVE GRANT ASSISTANCE PROGRAM (Update)**

I have attached the EVIP Category II report that is due at the end of this month. There is nothing remarkable here since most of it is a rehash of efforts that were previously reported. I have added a couple new initiatives that involve service provision within our Department of Public Services. Preliminary discussions with all DPS staff and the executive team have already begun.

Last year, the city was are looking at a grant source for the development of the Bristol Road property into a sports complex, with the schools. Lou has advised Rowe can do the application for \$1,200. We're going to proceed forward on the outside chance that funds may be available. I'll keep the Council posted on developments.

✓ **PARK RESERVATION REQUEST, ART GUILD (Update)**

The Swartz Creek Art Guild, represented by Mr. Chuck Jackson, has requested to reserve all of Elms Park on Saturday September 13<sup>th</sup> and Sunday September 14<sup>th</sup> 2014, to hold a fundraiser arts & crafts show for the guild. The matter was reviewed by the Park Board and the staff. However, the request has been withdrawn according to Mr. Svrcek. The park board may be working on a general policy this calendar year to be better prepared for such requests in the future.

✓ **MDOT CALL FOR SAFETY PROJECTS (Status)**

We've re-submitted the Morrish – Fortino Intersection reconstruction for consideration. Chances are slim the project will qualify as it lacks accident data statistics. The application is pending MDOT review. I'll keep the Council posted on results.

✓ **WINCHESTER WOODS LOTS (Update)**

Staff notified the interested parties that a sale will not be forthcoming anytime soon. They do not appear to be in a hurry and will await the council's decision.

I want to take a harder look at the development of this area. Previously, the city considered an assessment that would provide drainage, curbs, gutters, road construction, street lights and sidewalks. The price per lot was absurd. I think the goal should be to make these lots buildable for quality homes. The city could probably achieve this with less intensive ditching and surfacing of the roads, sans the underground drainage system, lights, curbs, and sidewalks. This would drastically reduce the scope of the project.

A sale of lots to an adjacent property owner could compromise the success of any special assessment for improvements and the ability to use this lots for single family homes.

✓ **ANNUAL TAX FORECLOSED REVERTED PROPERTY (Update)**

The city has notified the county that it is willing to vacant land on Cardigan and Young Streets, as well as 5017 Third Street. We will notify the council when these transfers occur.

✓ **SIDEWALKS (Update)**

The general consensus appears to be that that the council would like to take a look at revisiting our sidewalk ordinance. It is understood that the current ordinance is difficult to enforce and is not producing the results that are indicated. A past council was advised to eliminate the ordinance and eliminate any perceived liability to the public. That is still an option.

Another option is to create an ordinance that stresses compliances and can be reasonably enforced. Mike Gildner and I will be looking at more options. It may be that the Property Maintenance Code provides such conditions. If not, we will offer some models or suggestions.

✓ **SOCIAL MEDIA (Update)**

The city now has a Facebook page. It had 500 users within two days and is functioning well. If you use Facebook or would like to learn how, let me know and I can connect you. This should be very useful.

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

✓ **RESCINDING OF LOT SALES (Resolution)**

We discussed the vacant lot sales in the Woods at the last meeting, but we did not spend much time on the intent that the council had for Springbrook East and Heritage. After looking at prior resolutions, it appears that the council was looking to sell lots to the association or other interests. I studied the resolutions and the charter and found that some procedural processes were not followed. For good or bad, I believe that the lot sales are not valid yet and must be redone. I have attached a letter from the attorney that further explains this, as well as some resolutions to rescind the prior actions.

I must admit that I am not entirely disappointed that the lot sales are not valid. I think the council should take another look at options and consider what the goal or intent of owning/selling such lots is. As I see it, there are four basic options:

1. Act as a transfer agent only and sell the lots for costs incurred
2. Act as a transfer agent and sell the lots for their market value
3. Hold the lots to realize anticipated appreciation, paying taxes and performing maintenance accordingly
4. Develop the lots and sell them as finished homes, at market value

I am not sure what the intent of the council was last fall, but I am a little leering of selling lots below market value. While ridding the city of lots quickly has lots of merit, the lower prices raises concerns related to the fairness of the transaction/process and the impact on assessed values elsewhere. I will explain this more at the meeting.

For those interested in the market value, vacant lots in subdivisions in Clayton and Mundy Township are way up. Our assessor indicates that dozens of lots have sold within a few miles of the city, and they have been selling for an average of \$8,000. Some have sold for twice that amount. She also believes that most buildable lots will be valued at around \$20,000 in the next few years.

✓ **HAZARDOUS WASTE REQUEST** (*Resolution*)

Keep Genesee County Beautiful requests a contribution each year to support household hazardous waste collections. A letter describing the program, its impact, and methods of support is attached. The city has financially contributed to this program in the past, but stress on the waste fund put an end to that practice after 2012. They are requesting \$750.00 this year. The waste fund definitely has its issues, but I recommend the city approve this request. This service is an important one given the nature of the items they collect. Additionally, the site selected for this year is the Swartz Creek High School. I suspect they would move this to another city if we do not contribute. Keep Genesee County Beautiful has also supported many mini-grants for service clubs in the community.

✓ **MUNDY TOWNSHIP BUILDING SERVICES AGREEMENT** (*Resolution*)

The city has working on shared services for building for quite some time. I believe the council is up to date, so I will not dwell too much on it. Since Rob Kehoe resigned, the city has been working with Mundy on a temporary basis to provide essential review, permitting, and inspection services for building and trades. The proposed agreement has been in the works for some time, and it has already been approved by the Mundy Township Board.

While this arrangement does not create a separate authority that includes Flint Township, Mundy Township, and the city, it does result in a higher level of service at a reduced cost. The arrangement will enable a full time staff member of Mundy Township to act as the building administrator for the city, as well as a full time administrative assistant that will have limited access to the city's building and permitting software/database.

The exact savings are not known since the revenues and expenses rely heavily on the value of permits written in any year. However, since the fees to the township are based upon a percentage of permits sold, we can rely on sustainable activity surpluses resulting from this agreement. This is an improvement over the prior contract the city had in which a fixed amount of nearly \$30,000 was allocated annually.

I like this arrangement. It has been a long time in the making and will truly improve the efficiency for the city. I have a lot of faith in the staff involved. We are concurrently installing a building and permitting module for the software we use as well. This will integrate and fully digitize receipting, work orders, permitting, and code enforcement. On the whole, we are pretty excited about the whole thing from a service level and cost standpoint. I recommend approval. If things do not work out, we have an easy out and can pursue other options. If things work out quickly, we can look to piggy-back rental registration and inspections using the same software package and contractual relationship.

✓ **SPRINGBROOK UTILITY AGREEMENT** (*Resolution*)

This agreement has been in the works for a long time and is finally ready for approval. The intent is to take over ownership, operation, and maintenance of the underground utilities in Springbrook Colony. The impetus for doing so goes back to requests by the DEQ to loop the system and account for best practice water system distribution maintenance techniques. In the interests of the public system and service to these customers, Paul had worked diligently on such an arrangement to transfer the underground systems. The association has agreed. Note that the city anticipated this with Springbrook East and planned for public infrastructure for that development, including roads. The road system in Springbrook Colony will remain private, as will all repairs resulting from required work on the underground system.

Mr. Figura has reviewed this agreement and has no issues. I recommend the city accept the utilities and direct staff to execute all necessary documents to that end.

✓ **PARK FEE WAIVERS** (*Resolution*)

The city has granted waivers of fees for local non-profits in the past. There is currently a request from the girl scouts and the women's club to do so for single pavilion rentals late this summer. The reservations are attached, and a pair of resolutions are included. I see no reason to change from past practice.

✓ **SEWER RELINING AND INSPECTION CONTRACT FOR 2014 SEASON** (*Resolution*)

In 2008, the city issued a request for proposals to perform sewer inspections and repairs in the city. The work included video inspections of lines, relining of lines, and repair of manholes. The review criteria was based upon firm experience, price, warranty, location of contractor, and related company features. At that time, Liqui-Force was selected to perform such services on behalf of the city for a period of four years. The original term for service was supposed to run from March 2008 to March of 2012. However, the contract was not awarded until December of 2008. Furthermore, funding delays have postponed a portion of the original scope of work, and the sewer rehabilitation plan was not completed by December of 2012.

As you are aware, we intend to develop another five year capital improvement/maintenance plan for the sewer system. However, we do not believe we can develop this in time for this season. In the interest of completing the current sewer rehabilitation plan and moving on to the next, Tom has been working with Liqui-Force to see if they will extend their unit prices into 2014 and complete the rehabilitation needs previously drawn up (these are attached). Liqui-Force has agree to do so. The

city is recommending relining of portions of the Winshall Drive sewer line and inspection of sections of Miller Road and other areas in the village as indicated on the map. Extending the units costs to this scope of work is estimated to cost \$148,429.

We recommend approval of the project and its funding so that work can be completed while the ground is still frozen (sometime in August). Staff will be working on compiling documentation to demonstrate the current condition of the system, recent work performed, and outstanding needs. The intent will be to develop and present a new capital improvement plan before next season.

✓ **FANG DUES AND BUDGET ADJUSTMENT** (*Resolution*)

Included in the packet is an invoice and request to authorize the payment of our 2013-2014 membership dues to FANG.

The city has been a member of the FLINT AREA NARCOTICS GROUP (FANG) for the past 14 years, with an officer assigned to this unit for 8 years. This unit is a drug enforcement, undercover unit that provides narcotic investigations for all of its member agencies. The unit receives federal grant monies and is supported by its members' dues.

The dues are calculated using the following calculations: The State Equalized Value (SEV) of our municipality is divided by the total SEV of all the municipalities, resulting in the SEV factor and percentage. Base dues are determined by multiplying our SEV factor by the total population, which calculates our dues at \$7850.60.

The council is also requested to make a budget adjustment for the dues as this line item had been removed from the current year's budget. It should come from line item 265-333-000-801-000.

Our membership to the FANG unit is paramount as they fight the war on drugs in this city as well as the rest of this county, which knows no borders or jurisdictions.

✓ **BLOOD DRAW CONTRACT (OWI)** (*Resolution*)

Chief Clolinger is requesting authorization to sign a contract with GLC-LAB LLC for blood draws for OWI or OUID arrest (booze and drugs). In the past the city had a signed contract MEDLAW, but they recently went out of business. The contract with MEDLAW began in 2004, and they performed the test for a charge of \$90.00 per draw. The new contract with GLC-LAB LLC will be \$125.00 per draw, and \$175.00 on the listed holidays. This money is recovered in cost recovery ordered by the court. This contract can be terminated by either party by written notice in 30 days. Options here are limited, and I trust Mr. Clolinger found the best available service. Either way, the city is not on the hook for the cost and must find a way to perform these tests. I recommend approval.

✓ **RETAIL FRAUD ORDINANCE #411** (*Resolution*)

Lieutenant Bade has been working with the city attorney on the retail fraud ordinance. To comply with state statute, the city should alter the existing ordinance. The change is very minor and amounts to increasing the applicable sentence by three days (from 90

to 93). The amended ordinance draft is included and I recommend its approval based upon the work of Mr. Bade and Mr. Linsenman.

✓ **KROGER SITE - TOPVALCO** (*Discussion*)

The owners of the Kroger site are in for another appeal. This is extremely bad news. This property was assessed at approximately \$8,000,000 a few years ago. An appeal that was settled last year cut this in half. They are requesting to half their assessment yet again. It is my opinion that the businesses in the community will continue to take such appeals to the Michigan Tax Tribunal as long as the city continues to settle such appeals instead of fighting them. The long term consequences are catastrophic.

The immediate result from this appeal would be a loss of approximately \$13,000 in property taxes/assessments that the city would expect from the Kroger site. If this were successful, the city would be short nearly \$40,000 in taxes and assessments compared to the pre-appeal values for this site alone. This is bad. What is worse is that the appeal values are used to combat other appeals in the area. I can think of a few commercial establishments that would benefit from values that might be settled at 25% of prior value.

The bottom line is that our city is known to settle and this has endorsed a culture of unreasonable appeals that set low values for the entire tax base. To make matters worse, the equalization process performed at the county level requires that the entire commercial tax base reduces each year at predetermined amounts (~4% a year for the last five years). If big appeals are gained by big businesses, the reductions to the community tax base need to be offset by maintaining (or increasing!) values on other commercial properties. In plain English, this means that if the Kroger property losses \$6,000,000 in value, the assessor cannot collectively lower other taxable values in the city by that amount even if year-over-year reductions merit it. This results in effective tax decreases for other businesses of about 8% total over the last half decade while successful MTT petitioners are cut in half (or more).

There is a solution. Values are rebounding. The sale of land alone for the Taco Bell site was approximately \$175,000 per acre. This is enough to make the Kroger site worth the \$2,000,000 in value that they are requesting in land alone. If the site is collecting rents of about \$12 per square foot, they may be generating enough income to capitalize the site at 2-3x what they are claiming in value. Based on these market conditions, I suggest the city council order an appraisal and fight this. The city cannot afford to lose any more revenue, we cannot afford to allow settlements to encourage extreme value reductions and waster our time, and the smaller commercial outfits cannot endure the inequitable distribution of the tax burden that is resulting from deeper pockets filing more appeals.

This case is on the docket for May. An appraisal should be ordered in February to prepare our case. Heather estimates that the cost would be \$10,000. I would like comment from the council on whether or not to proceed with a resolution and allocation to see this through.

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



- *Additional Lighting, Miller – Fairchild Intersection.* We are back trying to get a review by Consumers Energy.
- *Parkridge Parkway “No Parking Signs”.* They are missing in the back phase near Hickory Lane. We are working to replace them, but it will likely be when the ground thaws.
- *Mr. Pirochta’s Father.* Larry’s dad passed away earlier on January 23<sup>rd</sup>. I do not know what funeral or memorial arrangements are forthcoming, but keep his family in your thoughts and wish him well if you see him.



**City of Swartz Creek  
RESOLUTIONS  
Regular Council Meeting, Monday January 27, 2014 7:00 P.M.**

**Resolution No. 140127-4A                    MINUTES – JANUARY 13, 2014**

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

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday January 13, 2014, to be circulated and placed on file.

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

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

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

**Resolution No. 140127-5A                    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 January 27, 2014, to be circulated and placed on file.

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

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

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

**Resolution No. 140127-6A                    CITY MANAGER’S REPORT**

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

**I Move** the Swartz Creek City Council approve the City Manager’s Report of January 27, 2014, to be circulated and placed on file.

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

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

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

**Resolution No. 140127-8A**

**RESCINDING OF LOT SALE RESOLUTIONS**

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

**WHEREAS**, the City of Swartz Creek City Council passed resolution 131014-09 to offer certain properties in Springbrook East and Heritage Village condominiums for sale to specific interests, based upon certain contingencies, and;

**WHEREAS**, the council subsequently passed resolution 131028-07 to sell five lots in Heritage Village condominium to three buyers, and;

**WHEREAS**, City Charter Section13.3(b)(2) requires a land sale resolution to be passed in its final form and placed on file for 30 days for public inspection before any sale can be executed, and;

**WHEREAS**, the city attorney believes the process taken may be subject to disputes over validity.

**NOW THEREFORE, I Move** the City of Swartz Creek rescind resolutions 131014-09 and 131028-07 and direct the city clerk to make adjustments to the records to reflect such changes.

**BE IT FURTHER RESOLVED**, that the city council directs staff to renegotiate the proposed sales in Heritage Village and bring back a resolution that satisfies the charter requirements.

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

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

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

**Resolution No. 140127-8B**

**HAZARDOUS WASTE REQUEST**

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

**I Move** the City of Swartz Creek approve payment in the amount of \$750.00 to Keep Genesee County Beautiful for the purpose of supporting the 2014 hazardous household waste collection program, such funds to be allocated from the contractual service account of the city’s waste services fund.

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

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

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

**Resolution No. 140127-8C**

**MUNDY TOWNSHIP BUILDING SERVICES AGREEMENT**

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

**WHEREAS**, the city operates a building services department that performs permitting, reviews, and inspections for building and trade occupations within the city limits ; and

**WHEREAS**, this is a fundamental service that is fundamental to the health and safety of the community; and

**WHEREAS**, Public Act 63 of 2011, introduced the Economic Vitality Incentive Program, requires municipalizes receiving over \$4,500 in revenue sharing to engage in numerous activities, including service consolidation; and

**WHEREAS**, the city is currently without a building official; and

**WHEREAS**, a study commissioned by the city recommended that the city cooperate with the Township of Mundy to perform building services.

**NOW, THEREFORE, I Move** the City of Swartz Creek hereby approves the agreement for joint services with Mundy Township as attached and directs staff to integrate the terms of the agreement into the official minutes of record and to establish and set procedures, policies, and duties as necessary to implement and carry out building services as outlined in the agreement.

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

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

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

**Resolution No. 140127-8D**

**SPRINGBROOK COLONY UTILITY TRANSFER**

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

**WHEREAS**, Springbrook Colony Condominium (“Springbrook”), a site condominium project, was established in 1986 and work on the development of same commenced in 1986; and

**WHEREAS**, the Master Deed for Springbrook was initially recorded with the Genesee County Register of Deeds on September 18, 1986, at Liber 1551 Pages 3661-3699 (Genesee County Condominium Subdivision Plan #60); and

**WHEREAS**, the Master Deed provided for the establishment of the Association and the Association’s Bylaws (the Master Deed, the Association’s Bylaws, and their amendments, are collectively referred to herein as the “Condominium Documents”); and

**WHEREAS**, the Association is the owner of certain sanitary sewer and water lines that run through Springbrook; and

**WHEREAS**, the Association desires to transfer the ownership of said sanitary sewer system and water system (“the Utility Systems”) to the City; and

**WHEREAS**, the City is willing to take over the ownership and operation of the Utility Systems under the terms and conditions set forth in this agreement, the primary reason being the repeated demands for such ownership received from the Michigan Department of Environmental Quality (DEQ).

**NOW, THEREFORE, it is hereby agreed** by and through the City and the Association, acting through their duly authorized representatives, as follows:

**1. Composition of the Utility Systems.**

The Utility Systems consist of that sanitary sewer system and water system currently existing in Springbrook (excluding the leads to individual units) as more particularly described and depicted in Exhibit “A” hereto.

**2. Transfer, Dedication and Acceptance of the Utility Systems.**

The Association hereby conveys, transfers and grants to the City and dedicates to the public the Utility Systems up to the point of their connection to the water and sewer leads at each unit in Springbrook as depicted on Exhibit “A”; and the City agrees to accept said grant of dedication and conveyance and to assume ownership and operation of the Utility Systems as described in Exhibit “A;” provided, however, that if such dedication requires an amendment to the condominium master deed to be effective, the City shall be under no obligation to accept such dedication unless it is provided with evidence that such amendment has been completed. Otherwise, the dedication by the Association shall be accomplished in the manner required by law and shall be in a form approved by the City’s legal counsel. The City’s acceptance of the dedication by the Association shall be by city council resolution.

**3. Repairs and Indemnification of City.**

The City shall be responsible for the cost of maintenance and repairs to the Utility Systems. Any other damage caused by maintenance and repairs, including, but not limited to streets, curbs, gutters, drainage structures, sidewalks, driveways, lawns, gardens, etc., shall be the responsibility of the Association. The Association agrees to hold the City harmless for any damage related to the repair and maintenance of the Utility Systems. Following any work performed by the City or its contractors, the City shall, pursuant to its standard procedures, restore the work area to grade, seed where appropriate and re-gravel streets or sidewalks as necessary. In that regard, the Association shall assign to the City the easements it may have, if any, for the maintenance, repair and/or replacement of the Utility Systems or any component thereof and shall, as may be necessary, grant to the City easements for maintenance, repair and/or replacement of the Utility Systems. The easement shall have a width of ten (10) feet for the water lines and shall extend five (5) feet on either side of the center of said water lines. The easement shall have a width of twenty (20) feet for the sewer lines and shall extend ten (10) feet on either side of the center of said sewer lines.

**4. Term.**

The transfer of the water and sewer system from the Association to the City, and the terms of this agreement, are in perpetuity.

**5. Notices.**

Whenever it is necessary or required by law or by this agreement that notice be given by one party to this agreement to the other party, unless otherwise specifically authorized in writing, such notice shall be personally delivered or sent by first class mail, postage prepaid, to the following:

To the City:

Mr. Adam Zettel  
City Manager  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

With a copy to:

Richard J. Figura, Esq.  
SIMEN, FIGURA & PARKER, P.L.C.  
5206 Gateway Centre  
Flint, MI 48507

To the Association:

Larry Carter  
Resident Agent  
5454 gateway Center, Suite A  
Flint, Michigan 48507

With a copy to:

Jeremy R.M. Piper, Attorney  
503 S. Saginaw Street, Ste. 1426  
Flint, Michigan 48502

**6. Resident agent and officers of the Association.**

The Association shall advise the City annually by January 15 of the names and addresses of its resident agent and its officers.

**7. Entire Agreement.**

This agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreements between them relating to the transactions herein contemplated. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of this contract leading up to its execution and not set

forth herein shall be used by any of the parties to construe or affect the validity of this contract.

**8. Amendments.**

This agreement may be amended or modified only by a document in writing executed by both the City and the Association.

**9. Assignment.**

Any assignment of this agreement by either party to another person or entity shall not be effective against the other party unless such other party approves such assignment in writing.

**10. Applicable Law.**

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

**11. Severability.**

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

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

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

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

**Resolution No. 140127-8E**

**PARK FEE WAIVER REQUEST – GFWC SWARTZ CREEK WOMENS CLUB**

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

**I Move** the City of Swartz Creek grant a waiver of fees and approve the use of Elms Road Park Pavilion #2 on Sunday, September 7, 2013, 12:00 noon to 6:00pm, for the Swartz Creek branch of the GFWC Women’s Club.

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

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

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

**Resolution No. 140127-8F**

**PARK FEE WIAVER REQUEST – GIRL SCOUTS OF AMERICA**

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

**I Move** the City of Swartz Creek grant a waiver of fees and approve the use of Elms Road Park Pavilion #2 on Sunday, September 21, 2013, 12:00 noon to 6:00pm, for the Swartz Creek branch of the Girl Scouts of America Reunion.

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

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

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

**Resolution No. 140127-8G**

**SEWER LINING AND INSPECTION SERVICES**

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

**WHEREAS**, the city selected Liqui-Force Services Inc., to perform certain sewer inspections and repairs in December 2008; and

**WHEREAS**, Liqui-Force Services Inc., was selected based upon a competitive request-for-proposal process that included fixed unit costs for services; and

**WHEREAS**, the scope of work was to span four years and terminate in December 2012, but circumstances resulted in the delay of specific work items; and

**WHEREAS**, Liqui-Force has agreed to extend their unit costs through June of 2014 for the purpose of completing work on the sanitary sewer system.

**NOW, THEREFORE, I Move** the City of Swartz Creek hereby approves the proposal to perform inspections and repair on the sanitary sewer system as outlined on the updated proposal dated April 15, 2013, in the amount of \$148,429, and hereby amends the fiscal year 2014 city budget to allocate such amount to the 591 fund.

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

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

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

**Resolution No. 140127-8H**

**FANG DUES & BUDGET ADJUSTMENT**

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

**I Move** the City of Swartz Creek City Council approve the payment of \$7,850.60 to the Flint Area Narcotics Group (FANG) for annual dues, and direct staff to amend the budget to reflect a transfer from Fund 101 unencumbered unreserved fund balance, to the appropriate account within the police department.



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

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

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

**Resolution No. 140127-8I                      BLOOD DRAW CONTRACT (OWI)**

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

**WHEREAS**, the city has contracted with MEDLAW for blood draws performed on behalf of the police department in carrying out enforcement related to alcohol and drug related offenses ; and

**WHEREAS**, charges incurred for this service were recoverable; and

**WHEREAS**, MEDLAW is no longer in business and a new service provided is needed..

**NOW, THEREFORE, I Move** the City of Swartz Creek hereby approves the contract with GLC-LAB, L.L.C. and direct Mr. Clolinger to execute and file all required documentation to formalize the agreement.

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

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

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

**Resolution No. 140127-8J                      ADOPT ORDINANCE #411, SECTION 10-143, RETAIL FRAUD**

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

**I Move** the City of Swartz Creek ordain:

*CITY OF SWARTZ CREEK*

*ORDINANCE NO. 411*

***AN ORDINANCE TO AMEND SECTION 10-143 OF THE CODE OF ORDINANCES OF THE CITY OF SWARTZ CREEK TO INCREASE THE POSSIBLE TERM OF IMPRISONMENT FROM 90 DAYS TO 93 DAYS.***

***THE CITY OF SWARTZ CREEK ORDAINS:***

***Section 1.                      Amendment of Section 10-143 of the Code of Ordinances of the City of Swartz Creek.***

*Section 10-143 of the Code of Ordinances of the City of Swartz Creek, Michigan, is hereby amended to read as follows:*

***Sec. 10-143.- Retail fraud.***

*It shall be unlawful for any person to commit the following in a store or in its immediate vicinity:*

- (1) While a store is open to the public, alter, transfer, remove and replace, conceal, or otherwise misrepresent the price at which property is offered for sale, with the intent not to pay for the property or to pay less than the price at which the property is offered for sale.
- (2) While a store is open to the public, steal property of the store that is offered for sale.
- (3) With intent to defraud, obtain or attempt to obtain money or property from the store as a refund or exchange for property that was not paid for and belongs to the store.
- (4) A person who violates this section shall be guilty of a misdemeanor punishable by imprisonment for not more than 93 days or a fine of \$500.00 or both.

**Section 2. Effective Date.**

*This ordinance shall be effective on the 1st day of March, 2014.*

*At a regular meeting of the City Council of the City of Swartz Creek held on January 27, 2014, adoption of the foregoing ordinance was moved by \_\_\_\_\_ and supported by \_\_\_\_\_.*

*Voting for:*

*Voting against:*

*The Mayor declared the ordinance adopted.*

\_\_\_\_\_  
*David Kreuger  
 Mayor*

**CERTIFICATION**

*The foregoing is a true copy of Ordinance No. 411, which was enacted by the City Council of the City of Swartz Creek at a regular meeting held on January 27, 2014.*

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

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

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

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

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE COUNCIL MEETING  
DATE 1/13/2014**

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, Hicks, Hurt, Krueger, Porath, Shumaker.

Councilmembers Absent: None

Staff Present: City Manager Adam Zettel, DPS Director Tom Svrcek, City Clerk Juanita Aguilar.

Others Present: Boots Abrams, Tommy Butler, Jim Florence, Ron Schultz, Sharon Shumaker, Annalicia Hernandez, Lou Fleury

**APPROVAL OF MINUTES**

**Resolution No. 140113-01** **(Carried)**

Motion Councilmember Porath  
Second by Councilmember Shumaker

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting, held Monday, December 9, 2013 to be circulated and placed on file.

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

**APPROVAL OF AGENDA**

**Resolution No. 140113-02** **(Carried)**

Motion by Mayor Pro-Tem Abrams  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council approve the Agenda as presented, for the Regular Council Meeting of January 13, 2014, to be circulated and placed on file.

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

**REPORTS AND COMMUNICATIONS:**

**City Manager’s Report**

City Manager Zettel corrected a mistake on the City Manager’s Report, stating the section that refers to “Labor Contracts, Shared Services, Building Department” contains a statement that part time police officers’ contract has been settled. Mr. Zettel wanted it noted that the part time police officers do not have a contract under POLC.

**Resolution No. 140113-03**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Mayor Pro-Tem Abrams

**I Move** the Swartz Creek City Council approve the City Manager’s Report of January 13, 2014, to be circulated and placed on file.

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

Discussion Ensued.

**MEETING OPENED TO THE PUBLIC**

None.

**COUNCIL BUSINESS**

**Hydro Designs Three Year Contract**

**Resolution No. 140113-04**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Hurt

**WHEREAS**, to remain compliant to the Safe Drinking Water Act of 1976, PA 339, the City of Swartz Creek instituted a Cross Connection Control and Compliancy Program, solicited and awarded sealed bids to Hydro-Designs Inc. of Troy Michigan, to implement the program, and;

**WHEREAS**, Hydro-Designs have brought the City into full compliancy with the Act and MI-DNRE Regulations, and;

**WHEREAS**, it is mandatory for the City to continue the program in order to remain compliant with the Act and MI-DNRE Regulations, and;

**WHEREAS**, the work performed by Hydro-Designs is specialized and cannot be done by regularly employed crews of the City, and;

**WHEREAS**, it is efficient and desirable for the City to remain with a single company to maintain compliancy and continued continuity of the established records currently maintained by Hydro-Designs, and further, Hydro-Designs has offered a three year agreement for \$285 per month, a savings of \$15 per month.

**NOW THEREFORE, I Move** the City of Swartz Creek appropriate an amount not to exceed \$285 per month for 36 months, total accrued amount not to exceed \$10,260, payment for continuation of the City's Cross Connection Compliancy and Control Program, to Hydro-Designs Inc. of Troy Michigan, contract period to run from January 1, 2014 through December 31, 2016, funds to be appropriated from 590, Water Supply.

Discussion Took Place.

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

**CDBG Signature Cards**

**Resolution No. 140113-05**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Hurt

**WHEREAS**, the City of Swartz Creek participates in the Genesee County Community Development Program; and

**WHEREAS**, the Genesee County Community Development Program has requested that we update our authorized signature cards.

**NOW, THEREFORE, BE IT RESOLVED** that the following individuals be authorized to request reimbursement from the Community Development Block Grant Program:

1. Juanita Aguilar, City Clerk
2. Adam Zettel, City Manager
3. Deana Korth, City Treasurer
4. Thomas Svrcek, City Director of Public Services

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

**MML Dues**

**Resolution No. 140113-06**

**(Carried)**

Motion by Councilmember Hurt  
Second by Councilmember Hicks

**I Move** the City of Swartz Creek approve the continued participation in the Michigan Municipal League, and further, appropriate an amount not to exceed \$2,978 for payment thereof, funds to be allocated at the discretion of the city clerk.

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

**Pictometry Contract**

**Resolution No. 140113-07**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Hurt

**WHEREAS**, the City has participated in the County's Pictometry – Orthoimagery Program since its inception in 2005; and

**WHEREAS**, the approximate average yearly cost to the City since the program initiation has been approximately \$400; and

**WHEREAS**, the City finds the program very useful in assessing, site plan review and evaluation, traffic design, engineering and management as well as law enforcement; and

**WHEREAS**, the County had suspended the 2011 scheduled update due to a downturn in the economy and now desires to resume updates and negotiate a six year agreement with the vendor; and

**WHEREAS**, the Swartz Creek city council committed to participating and funding this project, with an estimated participating cost being \$3,020 which includes six years of software support with two photograph updates, on August 26, 2013; and

**WHEREAS**, the commitment was conditioned upon submission of an agreement to perform such services and the county has supplied an acceptable agreement.

**NOW, THEREFORE, I Move** the City of Swartz Creek hereby commit to participation in the Genesee County G.I.S. Pictometry – Orthoimagery Program, for the 2014-2020 cycle, total cost of \$3,018.20, and further direct the staff to execute the agreement as attached.

Discussion Ensued.

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

**Water Main Design Services**

**Resolution No. 140113-08**

**(Carried)**

Motion by Mayor Pro-Tem Abrams  
Second by Councilmember Hurt

**WHEREAS**, the city has been awarded a grant to partially fund specific improvements in the city, including a public alley north of Miller Road and west of Morrish Road, commonly referred to as the Hank and Don's parking lot; and

**WHEREAS**, the improvements will include reconstruction of a commercial grade driving surface over the top of an existing water main that is nearly the end of its useful life; and

**WHEREAS**, prudent asset management practices encourage the replacement of such underground features during surface disturbances; and

**WHEREAS**, preliminary engineering, permitting approvals, and bid specifications are required for the water main feature; and

**WHEREAS**, the project must be commenced by early July 2014, making time of the essence; and

**WHEREAS**, the city's engineering has completed a proposal to provide such engineering and permitting services.

**NOW, THEREFORE, I Move** the City of Swartz Creek hereby approves professional services in the amount of \$10,258 for the purpose of designing and permitting the water main project for the public alley as described, and hereby amends the fiscal year 2014 city budget to allocate such amount to the 590 fund.

Discussion Ensued

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

**Chase Bank Authorized Agents**

**Resolution No. 140113-09**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Councilmember Hurt

**WHEREAS**, the City of Swartz Creek utilizes Chase Bank for banking and checking services on its accounts; and

**WHEREAS**, changes need to be made periodically to account signers and system administrators due to changes in staff or the duties of staff.

**NOW, THEREFORE, BE IT RESOLVED** that city manager is authorized to make such adjustments on behalf of the city, and that the staff shall file a copy of such



requests in the office of the clerk and make it available to the city auditors to ensure proper and transparent financial processes.

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

### **Fire Department Budget Adjustments**

#### **Resolution No. 140113-10**

**(Carried)**

Motion by Councilmember Hurt  
Second by Councilmember Gilbert

**WHEREAS**, the city operates a joint fire authority with Clayton Township and such authority has a board that functions in accordance with the terms and conditions set by the interlocal agreement as approved pursuant to the Urban Cooperation Act of 1967, MCL 124.501 et al; and

**WHEREAS**, the board has made adjustments to the fire department budget that exceed 10% of line item allocations; and

**WHEREAS**, such changes are required to be approved by the respective legislative bodies under the new agreement..

**NOW, THEREFORE, I Move** the City of Swartz Creek hereby approves intra-fund transfers in the total amount of \$5,055.06 as attached for the fiscal year 2014 fire budget.

Discussion Ensued.

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

#### **MEETING OPEN TO PUBLIC:**

Tommy Butler, 40 Somerset, stated that the agenda is the most informative one that he has seen in some time.

Tom Svrcek, DPS Director, stated that the Council would be getting many complaints about the potholes in the streets as the thaw begins. Mr. Svrcek stated that the DPS crew is patching the holes.

City Manager Zettel spoke about the sidewalks not being cleared. Mr. Zettel stated that some changes may need to be made to the ordinance in order to be able to enforce it. Mayor Pro-Tem Abrams stated that some years ago City Attorney Figura suggested that the City get rid of that ordinance as it could hold the City liable for slip and fall accidents.

## REMARKS BY COUNCILMEMBERS:

Councilmember Porath spoke about the sidewalks and the liability issue. Mr. Porath stated that the City did a wonderful job on clearing the snow after the storm.

Councilmember Shumaker spoke about the power outages during the last ice storm. Mr. Shumaker stated that the Consumer's Energy crews did a great job. Mr. Shumaker stated that he believes that Consumers needs to do a better job trimming the trees around the power lines. Mr. Shumaker spoke about Cornerstone Church's desire to help the City with projects such as youth programs and such.

Councilmember Hicks spoke to the sidewalk issue, stating that people walking over the north Morrish Road bridge toward Meijer. Ms. Hicks stated that there is no sidewalk there and it scares her to see people walking it with or without snow on the road. Ms. Hicks stated that on the day it snowed there were 3 people in her neighborhood clearing the sidewalks with snow blowers. Ms. Hicks spoke about a police officer picking up an elderly woman who was walking in the bike lane in front of her house during the storm. Ms. Hicks thanked the Park Board and the Swartz Creek Women's Club for the Christmas lights contest.

Councilmember Gilbert spoke about the "Clear the Creek" campaign. Mr. Gilbert stated that the sidewalks in front of Mary Crapo school were still not cleared of snow. Mr. Gilbert stated that when the drive was plowed, it was all placed on the sidewalk.

Councilmember Hurt asked about the plan for picking up recycling. He was advised that the regular recycling schedule would be resumed.

Mayor Pro-Tem Abrams commended Gil Roy's Hardware for staying open during the ice storm even though they had no power. Mr. Abrams stated he thought the City did a great job clearing the roads. Mr. Abrams mentioned that there should be a picture of the current Mayor on the wall. Mr. Abrams spoke about the upcoming MML conference.

Mayor Krueger spoke about a letter from a resident pertaining to the cleanup of limbs after the ice storm. Mr. Krueger commented on the great job the DPW did on clearing the streets after the snow storm. Mr. Krueger stated that he spoke to his insurance agent after the SAD was passed and that the agent told him that the insurance rates would have gone up significantly without the SAD.

## Adjournment

**Resolution No. 140113-11**

**(Carried)**

Motion by Councilmember Hurt  
Second by Councilmember Hicks

**I Move** the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 8:30 p.m.

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

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**David Krueger, Mayor**

---

**Juanita Aguilar, City Clerk**

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

PATRIC A. PARKER \*  
PETER T. MOONEY \*\*  
MICHAEL J. GILDNER \*

GATEWAY FINANCIAL CENTRE, SUITE 200  
5206 GATEWAY CENTRE  
FLINT, MICHIGAN 48507

TELEPHONE (810) 235-9000/FACSIMILE (810) 235-9010

mgildner@sfplaw.com

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

SANDER H. SIMEN (1942 – 2013)

STEPHEN W. WALTON  
COLIN M. LINSSENMAN  
CHARLES A. BOIKE

*of counsel*  
RICHARD J. FIGURA, P.C.  
ROBERT H. BANCROFT, P.C.  
ALLAN L. PARKER (1929 – 2009)

\* principal of a professional corporation  
+ L.L.M. in Taxation

January 16, 2014

**VIA EMAIL AND FACSIMILE**

Adam Zettel and  
Members of the City Council  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, Michigan 48473

**RE: Sale of Heritage Parcels**

Dear Mr. Zettel:

On October 14 and again on October 28, 2013, Council passed a resolution authorizing the sale of several parcels in Heritage. Yesterday, Mr. Zettel brought to my attention Section 13.3(b)(2) from the Charter which says:

- (2) In the case of real estate owned by [the City], the resolution authorizing the sale, lease or disposal thereof shall be completed in the manner in which it is to be finally passed and has remained on file with the Clerk for public inspection for 30 days before the final adoption or passage thereof. . . .

In other words, the Charter says that before the City can sell property, it must prepare a proposed resolution of sale that is on file with the Clerk and available for public inspection for at least 30 days before it is finally adopted. Mr. Zettel tells me that was not done.

To eliminate any questions or disputes concerning the validity of these sales in light of this oversight, I recommend that the October 14 and 28, 2013 resolutions be rescinded and a process implemented that conforms with this section of the City Charter.

I plan on attending your January 27, 2014 Council meeting to answer any questions that this opinion letter may generate.

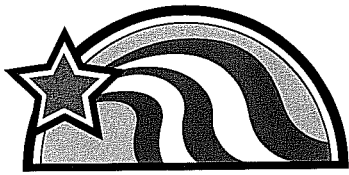
Sincerely yours,

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



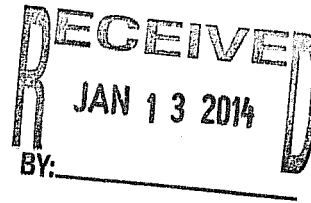
Michael J. Gildner

MJG/ksd



**KEEP GENESEE  
COUNTY BEAUTIFUL**

January 10, 2014



Subject: **Genesee County Household Hazardous Waste Contributions**

**Board of Directors**

- Gordon Barden  
*Community Volunteer*
- Ron Butler  
*Community Volunteer*
- Dan Emerton  
*Retired, UAW Local 599*
- Greg Gaines  
*Mr. Rogers Program*
- Rebecca Gale-Gonzalez  
*Mott Community College-  
Green Initiatives Team*
- Jamie Gaskin  
*United Way of Genesee County*
- Roxy Moreno  
*Community Volunteer*
- Cary Rouse  
*Michigan Department of  
Transportation*
- Dale Scanlon  
*Citizens Nuisance Task Force*
- Sheila Taylor  
*Genesee County Metropolitan  
Planning Commission*
- Brian VanPatten  
*Genesee County Parks and  
Recreation Commission*
- Betty Walker  
*Walker Farms & Greenhouse*
- Angela Warren  
*Genesee Conservation District*
- Karen West  
*Lead Consultant/Director*

Dear Paul:

Thank you for the assistance you provided in 2012 to help make the household hazardous waste collections possible and know that we have missed your support since that time. The program began in 1993 and with efforts from many entities, nearly 2 million pounds of hazardous waste has been collected and properly disposed of from county residents.

The 2013 events collected a total of 124,000 pounds of both hazardous and electronic waste and tires at a cost of \$37,000, which included materials from your residents. The next collection is in the spring, and staff is currently working to secure a date and location. As soon as the information is available, all local units will be notified.

As this program becomes more successful in removing harmful materials from the environment, the cost to dispose of larger quantities also increases. We know you recognize the importance of hazardous waste collections and are hopeful that will be confirmed with your support again this year. Please see the attached suggested donation amount which is based on the size of your community.

In the past, the donations to help finance these collections have been sent to the Genesee County Recycling Coalition. Since 2008, Keep Genesee County Beautiful has provided fiscal responsibility for the Household Hazardous Waste collections in Genesee County.

This program continues to be successful with your assistance, local volunteers, and support from Genesee County, the Genesee County Metropolitan Planning Commission, General Motors, UAW Local 599, and several other local organizations. Should you have any questions regarding the use of the funding or collection events, please contact Shane Kelly at the Genesee County Metropolitan Planning Commission at 810.766.6570.

Thank you,

*Karen West*

Karen West, Program Director  
Keep Genesee County Beautiful



## **AGREEMENT FOR JOINT SERVICES**

This is an Agreement for joint services. This Agreement made by and between the Charter Township of Mundy, hereinafter referred to as "Mundy", the Charter Township of Flint, hereinafter referred to as "Flint", and the City of Swartz Creek, hereinafter referred to as "Swartz Creek". The purpose of this Agreement is the shared services as envisioned and directed by state law so as to, amongst other lawful purposes, reduce costs and expenses for each of the participating municipalities.

Mundy shall employ a licensed building inspector/official, who is certified and registered with the State of Michigan, pursuant to MCL 338.2306, and is qualified to perform plan reviews, standard zoning permit reviews and inspections relative to the activities of building and development. Mundy shall furnish to Flint and Swartz Creek the inspector's services, pursuant to the fee schedule attached hereto and made a part hereof by reference. The issue of permits for all developments, specifically including:

- A. Decks;
- B. Porches;
- C. Pole Barns;
- D. Garages;
- E. Houses;
- F. Commercial Buildings;
- G. Churches;
- H. Plumbing, Electrical, and Mechanical;
- I. Swimming Pools; and
- J. Demolition.

This Agreement may be terminated by either party on sixty (60) days written notice, without, or for, any reason. Upon notice of termination, the parties shall conclude all in-process activities under this Agreement.

### **SPECIFIC DUTIES AND RESPONSIBILITIES OF BUILDING INSPECTOR**

The building inspector shall:

- A. Receive building permit applications; review, check and examine construction plans, specifications and drawings to determine building code, site plan, and related ordinance compliance with state and local codes, laws and ordinances; issue building permits; and maintain appropriate building permit records.



- B. Insure appropriate staffing levels are available so that work is completed in a timely manner; supervise and direct all employees of the building department of each municipality, as necessary; ensure the availability of plumbing, electrical and mechanical inspectors; issue permits for new construction improvements, occupancy, and like permits; perform all inspections, or assign other inspectors, all at no additional cost, pursuant to this Agreement.
- C. Oversee investigations of ordinance violation complaints and institute actions to prosecute violators of the building code; represent and be available for Flint and Swartz Creek regarding violations of the building code and all legal matters regarding building issues.
- D. Participate in building inspections and issue violation notices, if needed, to violators; conduct occupancy inspections on both new and existing buildings, and issue permits accordingly.
- E. Provide information and counsel on building code requirements to residents, builders, architects, engineers, and attorneys, as well as the elected officials.
- F. Develop annual department financial budget and monitors throughout fiscal year; provide monthly reports to the elected official regarding department activities.
- G. Oversee proper maintenance of all applications, permits, plans and correspondence regarding buildings within Flint and Swartz Creek; maintain files of flood plain permits and records.
- H. Maintain required certification as the building inspector, at no cost to Flint or Swartz Creek; maintain ongoing awareness of construction trends and new materials through trade journals and attending seminars and trade conferences, again at no cost to Flint or Swartz Creek.
- I. Attend meetings of various municipal boards, including the Planning Commission and the Zoning Board of Appeals, as required;
- J. Coordinate development and construction issues with the Planning Department, as necessary.

- K. Recommend passage or amendment of building, electrical, mechanical and plumbing codes as required; assist in developing other building department related ordinances and codes.

THE CHARTER TOWNSHIP OF MUNDY

THE CITY OF SWARTZ CREEK

By: DAVID GUIGEAR, Supervisor

By: DAVID KRUEGER, Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

THE CHARTER TOWNSHIP OF FLINT

By: KARYN MILLER, Supervisor

Dated: \_\_\_\_\_

Prepared By:  
F. JACK BELZER (P23306)  
Attorney at Law  
3153 W. Hill Road  
Flint, MI 48507  
(810) 234-3300

## ATTACHMENT A

Mundy will provide Building Official Services to Swartz Creek and Flint at the following rates and for the noted sums:

Deck/ Porch permit	45% of permit fee plus \$20.00 per inspection
Pole Barn / Garage permit	45% of permit fee plus \$25.00 per inspection
House with attached garage and deck permit	45% of permit fee plus \$35.00 per inspection
Commercial Building & Church permit	45% of permit fee plus \$50.00 per inspection
Plumbing, Electrical & Mechanical permit	45% of permit fee plus \$40.00 per inspection
Swimming Pool & Demolition permit	75% of permit fee (includes inspections)
Plan Reviews	\$39.00 per hour
Standard Zoning permit review	\$10.00
Re-Inspections	(at the inspection rate for the permit)
Code enforcement or other activities not associated with a permit	\$39.00 per hour

**UTILITY TRANSFER AND DEDICATION AGREEMENT**  
**Between**  
**CITY OF SWARTZ CREEK**  
**And**  
**SPRINGBROOK COLONY ASSOCIATION**

---

This agreement is made as of the \_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Swartz Creek, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek Michigan 48473 (“City”) and Springbrook Colony Association, a Michigan nonprofit corporation, with principal offices at 5454 Gateway Centre, Suite B, Flint, Michigan 48507 (“Association”).

**WHEREAS**, Springbrook Colony Condominium (“Springbrook”), a site condominium project, was established in 1986 and work on the development of same commenced in 1986; and

**WHEREAS**, the Master Deed for Springbrook was initially recorded with the Genesee County Register of Deeds on September 18, 1986, at Liber 1551 Pages 3661-3699 (Genesee County Condominium Subdivision Plan #60); and

**WHEREAS**, the Master Deed provided for the establishment of the Association and the Association’s Bylaws (the Master Deed, the Association’s Bylaws, and their amendments, are collectively referred to herein as the “Condominium Documents”); and

**WHEREAS**, the Association is the owner of certain sanitary sewer and water lines that run through Springbrook; and

**WHEREAS**, the Association desires to transfer the ownership of said sanitary sewer system and water system (“the Utility Systems”) to the City; and

**WHEREAS**, the City is willing to take over the ownership and operation of the Utility Systems under the terms and conditions set forth in this agreement, the primary reason being the repeated demands for such ownership received from the Michigan Department of Environmental Quality (DEQ).

**NOW, THEREFORE, it is hereby agreed** by and through the City and the Association, acting through their duly authorized representatives, as follows:

**1. Composition of the Utility Systems.**

The Utility Systems consist of that sanitary sewer system and water system currently existing in Springbrook (excluding the leads to individual units) as more particularly described and depicted in Exhibit "A" hereto.

**2. Transfer, Dedication and Acceptance of the Utility Systems.**

The Association hereby conveys, transfers and grants to the City and dedicates to the public the Utility Systems up to the point of their connection to the water and sewer leads at each unit in Springbrook as depicted on Exhibit "A"; and the City agrees to accept said grant of dedication and conveyance and to assume ownership and operation of the Utility Systems as described in Exhibit "A;" provided, however, that if such dedication requires an amendment to the condominium master deed to be effective, the City shall be under no obligation to accept such dedication unless it is provided with evidence that such amendment has been completed. Otherwise, the dedication by the Association shall be accomplished in the manner required by law and shall be in a form approved by the City's legal counsel. The City's acceptance of the dedication by the Association shall be by city council resolution.

**3. Repairs and Indemnification of City.**

The City shall be responsible for the cost of maintenance and repairs to the Utility Systems. Any other damage caused by maintenance and repairs, including, but not limited to streets, curbs, gutters, drainage structures, sidewalks, driveways, lawns, gardens, etc., shall be the responsibility of the Association. The Association agrees to hold the City harmless for any damage related to the repair and maintenance of the Utility Systems. Following any work performed by the City or its contractors, the City shall, pursuant to its standard procedures, restore the work area to grade, seed where appropriate and re-gravel streets or sidewalks as necessary. In that regard, the Association shall assign to the City the easements it may have, if any, for the maintenance, repair and/or replacement of the Utility Systems or any component thereof and shall, as may be necessary, grant to the City easements for maintenance, repair and/or replacement of the Utility Systems. The easement shall have a width of ten (10) feet for the water lines and shall extend five (5) feet on either side of the center of said water lines. The easement shall have a width of twenty (20) feet for the sewer lines and shall extend ten (10) feet on either side of the center of said sewer lines.

**4. Term.**

The transfer of the water and sewer system from the Association to the City, and the terms of this agreement, are in perpetuity.

**5. Notices.**

Whenever it is necessary or required by law or by this agreement that notice be given by one party to this agreement to the other party, unless otherwise specifically authorized in writing, such notice shall be personally delivered or sent by first class mail, postage prepaid, to the following:

To the City:

Mr. Adam Zettel

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

With a copy to:

Richard J. Figura, Esq.  
SIMEN, FIGURA & PARKER, P.L.C.  
5206 Gateway Centre  
Flint, MI 48507

To the Association:

Larry Carter  
Resident Agent  
5454 gateway Center, Suite A  
Flint, Michigan 48507

With a copy to:

Jeremy R.M. Piper, Attorney  
503 S. Saginaw Street, Ste. 1426  
Flint, Michigan 48502

**6. Resident agent and officers of the Association.**

The Association shall advise the City annually by January 15 of the names and addresses of its resident agent and its officers.

**7. Entire Agreement.**

This agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreements between them relating to the transactions herein contemplated. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of this contract leading up to its execution and not set forth herein shall be used by any of the parties to construe or affect the validity of this contract.

**8. Amendments.**

This agreement may be amended or modified only by a document in writing executed by both the City and the Association.

**9. Assignment.**

Any assignment of this agreement by either party to another person or entity shall not be effective against the other party unless such other party approves such assignment in writing.

**10. Applicable Law.**

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

**11. Severability.**

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

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

**CITY OF SWARTZ CREEK**

\_\_\_\_\_  
**David Krueger**, Mayor

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

**SPRINGBROOK CONDOMINIUM  
ASSOCIATION OF SWARTZ CREEK**

\_\_\_\_\_  
**Shirley Oliver**, President

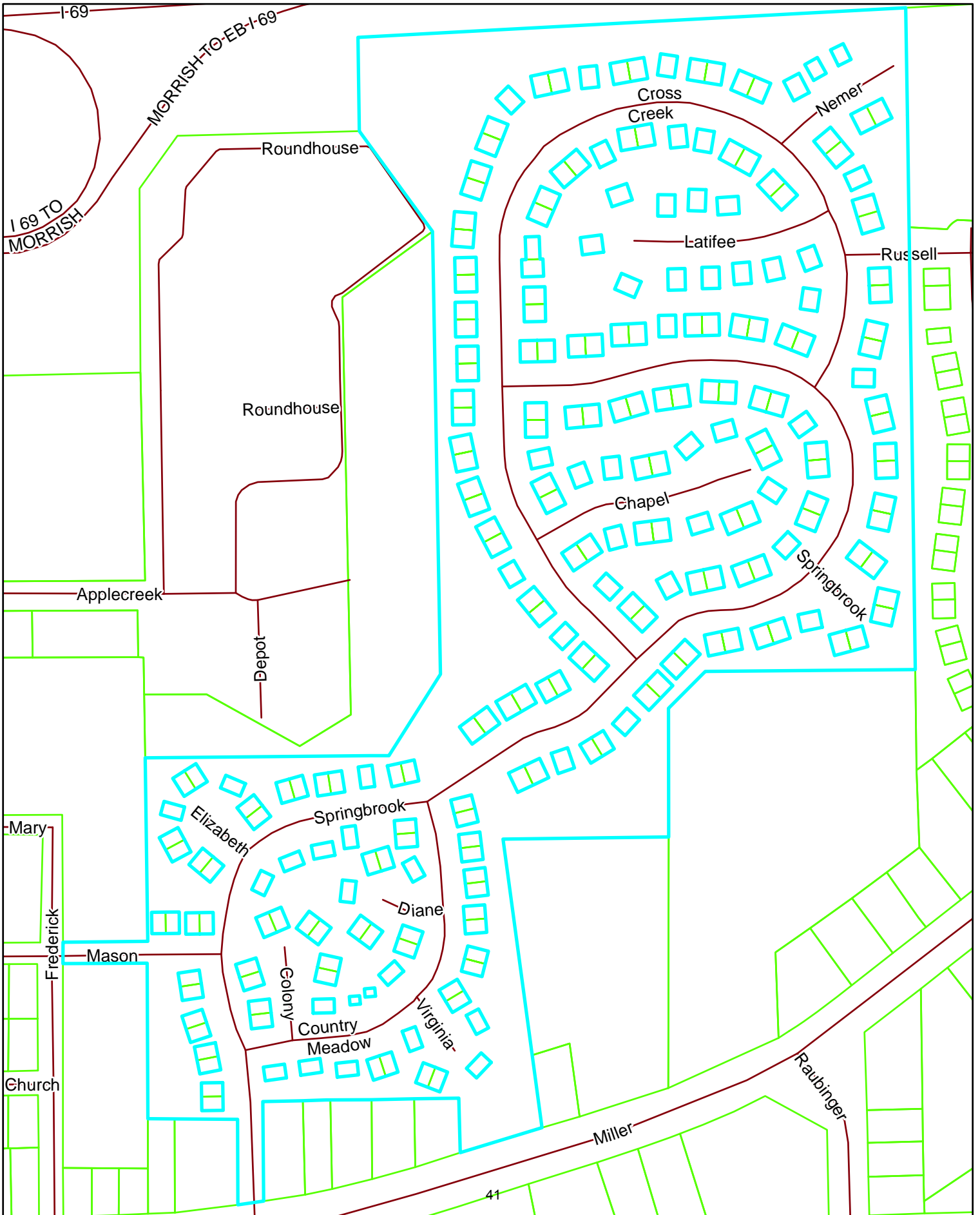
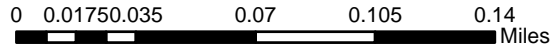
\_\_\_\_\_  
**Betty Long**, Secretary

# EXHIBIT “A”

Map, Springbrook Colony Common Areas Subject to Municipal  
Easement  
Depiction of Private-Public Areas and Limits of Utilities



# City of Swartz Creek Springbrook Colony



## Construction Plan References for Springbrook Utilities, Illustrating Specific Utility Features and Locations (as filed with the city clerk)

Phase 1 – August 1985; GCWW water/sewer permit dated September 5, 1985; DNR Permit dated September 20, 1985

Phase 2 – October 1986; GCWW permit and DNR permits unknown

Phase 3 – February 1989; GCWW and DNR permits unknown

Phase 4 – July 1991; GCWW water/sewer permit dated March 29, 1993; DNR permit unknown

Phase 5 – July 1991; GCWW water/sewer permit dated July 11, 1994; DNR permit dated August 9, 1994

Phase 6 – June 3, 1996; GCWW water/sewer permit dated July 23, 1996; Department of Public Health Permit dated August 7, 1996

Phase 7 – July 1, 1998

**RESOLUTION  
OF SPRINGBROOK COLONY CONDOMINIUM ASSOCIATION,  
A Domestic Nonprofit Corporation**

**WHEREBY** the Board of Directors of Springbrook Colony Condominium Association, Inc. (the "Association"), having met in accordance with the terms and conditions of the By Laws, specifically but not limited to Article X section 7 took the following action by unanimous consent:

**BE IT RESOLVED**, at a meeting held on or about 8/12/13, the Association has determined that the water distribution systems, the sanitary sewer systems and the storm sewer systems, all of which are part of the General Common Elements of the Association, should be conveyed to the City of Swartz Creek. The City shall then be responsible for the maintenance of these systems.

**BE IT FURTHER RESOLVED**, that this conveyance does not materially alter or change the rights of the co-owners and the provisions of the Master Deed are not altered by this conveyance, specifically Article IV, section I.

All of the resolutions in this Meeting shall be deemed to have become effective on the 12<sup>th</sup> day of August 2013.

*Signatures follow on the next page.*

Signature page of Resolution

SPRINGBROOK COLONY CONDOMINIUM ASSOCIATION, INC

Betty J Long - Sec

8-12-13

Gay R Smith

8-12-13 TRUSTEE

*[Signature]* 8/12/13

*[Signature]* President

Dated: 8-12-13

Dated: 8-12-13

*[Signature]* V.P.

Dated: 8-12-13

*[Signature]*

Dated: \_\_\_\_\_

STATE OF MICHIGAN )  
                                  ) SS:  
COUNTY OF GENESEE)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the following individuals: \_\_\_\_\_

\_\_\_\_\_

Notary Public, \_\_\_\_\_, County, MI  
My Commission Expires:

# JEREMY R.M. PIPER, PLC

ATTORNEY-AT-LAW  
1426 MOTT FOUNDATION BUILDING  
503 SOUTH SAGINAW STREET  
FLINT, MI 48502

TELEPHONE: 810.235.2558 [www.PIPERLEGALONLINE.com](http://www.PIPERLEGALONLINE.com)

FAX: 810.235.5035

CITY OF SWARTZ CREEK  
ATTN: PAUL BEUCHE  
8083 Civic Drive  
Swartz Creek, MI 48473

August 9, 2013

Re: Springbrook Colony Association

Dear Sir:

I serve as counsel to Springbrook Colony Association, a Michigan non-profit corporation. I understand that the Association and the City of Swartz Creek desire to enter into an agreement whereby the common element sanitary sewer system and water system of the Association would be dedicated to the public. The primary reason being that the City is desirous of owning, operating and maintaining these utility systems.

I have been asked to provide you with my opinion regarding the authority of the Association to enter into such an agreement with the City as well as the Association's authority to grant a general easement to the City for access to the utility systems. To provide this opinion I have examined the following documents:

- a. The Springbrook Colony Condominium's master deed and bylaws including all amendments.
- b. Michigan State law including the Condominium Act MCL 559.101.

In my capacity as counsel to the Association I have examined copies of documents that in my judgment are necessary to render the opinions expressed below. As to any factual matters material to this opinion that I did not independently verify I relied upon the Association's representation.

Based on our examination of the forgoing and our examination of questions of laws as we have considered necessary or appropriate we are of the opinion that:

1. The Association is a duly established domestic non- profit corporation incorporated under the laws of the State of Michigan and is currently in good standing with the State of Michigan.
2. The Association has the power through its Board of Directors and its designated officers to manage its affairs and assets and carry on the business as now conducted.
3. The Association has the right, capacity and authority to convey and assign real and personal property on behalf of the Association in furtherance of any purpose of the Association.
4. The Association will conduct the appropriate procedures in compliance with its governing documents and applicable law in regards to dedication of the utility systems to the public. In accordance with the governing documents the Association's Board of Directors approved and signed a Board resolution that authorized the Association's Board of Directors and officers to take any and all actions necessary to consummate this transaction.

Accordingly it is my opinion that the Association has the authority to enter into such an agreement with the City and has the authority to grant a general easement to the City for access to the utility systems.

The opinions expressed in this letter are solely for the use of the City and are not to be relied upon by any other person, firms, entities without my prior written approval. These opinions expressed in this letter are limited to the matters set forth in this letter and no other opinion should be inferred beyond the matters expressly stated.

Please contact my office to discuss this matter if you have any questions.

Yours Truly,



**JEREMY R.M. PIPER**  
**ATTORNEY AT LAW**

**cc: Springbrook Colony Association**

# City of Swartz Creek Proof of Pavilion Reservation

### PARK RULES

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

- \*Reservation holder must be present at all times and is responsible for all guests and cleanup.
- \*No Alcoholic beverages permitted.
- \*No open fires (BBQ for food preparation ONLY).
- \*No defacing of park property, including lawn plantings and tree damage from climbing, swinging, etc.
- \*No fundraising activities, organizational or public meetings including: gambling, revival acts, unless approved by City Council.
- \*No parking on lawn or sidewalks.
- \*No rollerblades or skateboards on or in the playscapes, tennis and basketball courts.
- \*Have fun with friends and family.
- \***Pets must be leashed and their waste disposed of properly.** Pets are not allowed in playscape or playground area.
- \***No loud music, excessive noise, fireworks, or firearms/weapons allowed in the park.**
- \*\***NO INFLATABLE PLAY EQUIPMENT IS PERMITTED.**

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

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

Name of Responsible Party Women's Club

Address 5352 Greenleaf Dr Phone: 635-9224

Number of Guests 40 Nature of Activity Picnic

**X** Responsible Party Signature Sue Abram

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

#### Elms Park- 4125 Elms Rd

#### Winshall Park- 5225 Winshall Dr.

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

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

Date of Reservation 9-7-14

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

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

City Official \_\_\_\_\_ Date \_\_\_\_\_

Receipt #



Proof of Pavilion Reservation

PARK RULES

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

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

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

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

Name of Responsible Party Girl Scout Reunion
Address 5352 Greenleaf Dr Phone: 635-9224
Number of Guests 50 Nature of Activity Reunion
Responsible Party Signature [Signature]

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

Elms Park- 4125 Elms Rd

Winshall Park- 5225 Winshall Dr.

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

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

Date of Reservation 9-21-14

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

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

City Official \_\_\_\_\_ Date \_\_\_\_\_

Receipt #





April 15, 2013

City of Swartz Creek  
8083 Civic Center Dr.  
Swartz Creek MI 48473

**Attn: Mr. Tom Svrcek**  
**Re: 2013 / 2014 Sanitary Sewer Rehabilitation Program**

As requested, we have prepared estimates to complete the scope of work during the 2013 / 2014 budget year, as outlined for each of the areas. Our estimates have been prepared utilizing the unit rates and work requirements specified in our current Agreement. We have anticipated this work to be performed between July 1, 2013 and June 30, 2014.

- We estimate the rehabilitation of the Winshall Dr. backyard sewers between MH 148 – MH 140 and MH 150 – MH 146 to be \$96,500.00
- We estimate the cleaning, inspection and analysis of the Worchester Dr. backyard sewers between MH 157 – MH 162 to be \$8,983.00
- We estimate the cleaning, inspection and analysis of the Worchester Dr. backyard sewers between MH 134 – MH 31 to be \$8,626.00
- We estimate the cleaning, inspection and analysis of the Miller Rd. sewer between Elms Rd. and Bristol Rd. to be \$34,320.00

Our estimates have been established utilizing scaled quantities including some assumed totals where detailed information was not available. Billing will be completed based on actual field measurements. Should variances between estimated and actual quantities then we will inform you prior to proceeding.

If you have any questions or require further information please feel free to contact me directly. We look forward to continuing to work with you and the City of Swartz Creek in the future.

Sincerely,

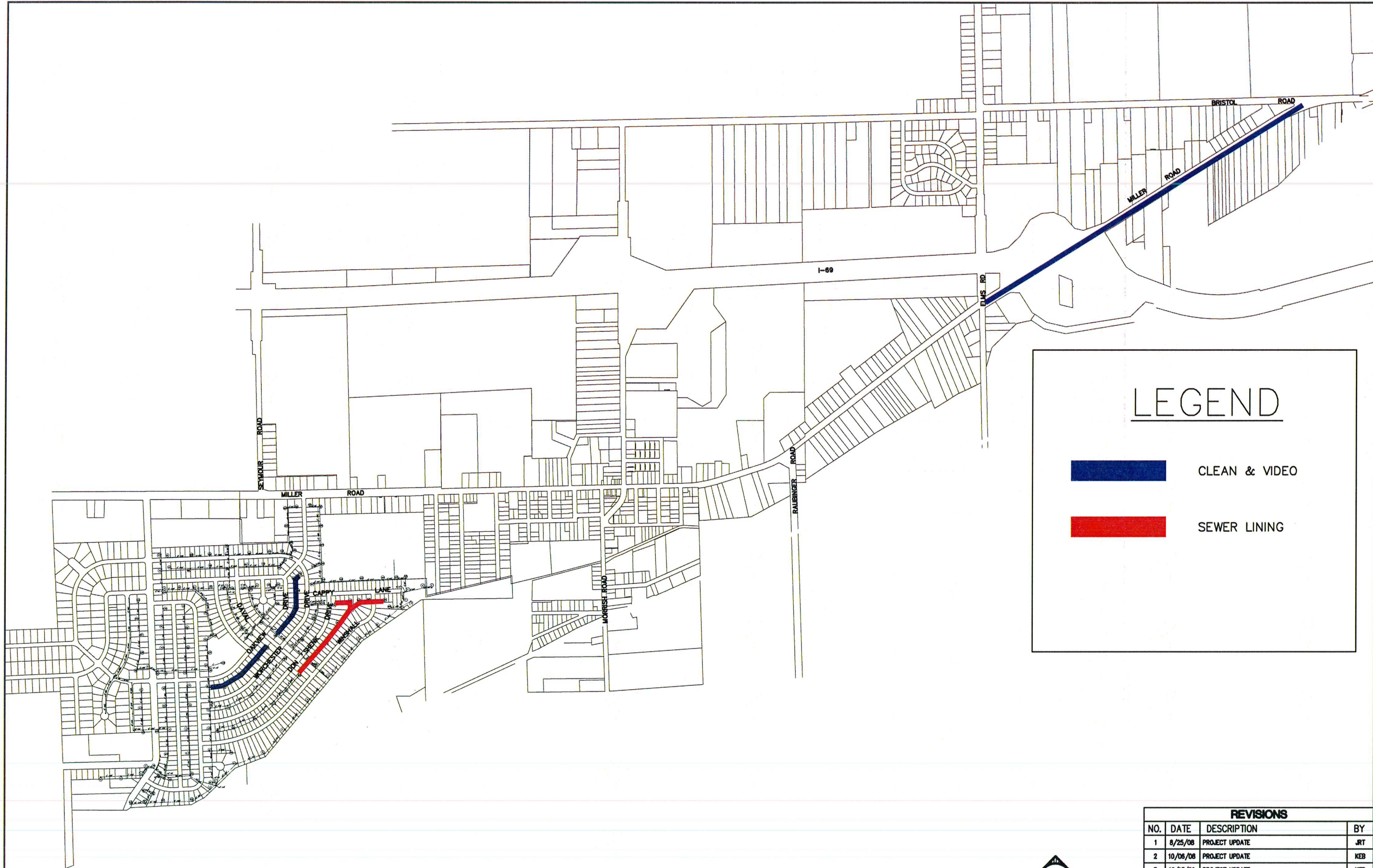
*John Thompson*

Technical Representative

CITY OF SWARTZ CREEK  
 SANITARY SEWER TRENCHLESS REHABILITATION  
 ITEMIZED BID SHEET  
 2013 / 2014 Project Estimate

ITEM	DESCRIPTION	UNIT	UNIT PRICE	Qty	Item Total	Worcester Dr. MH 157 - MH 162 (Clean & Video)	Worcester Dr. MH 134- MH 31 (Clean & Video)	Winshall Drive MH 146 - MH 140 & MH 150 - MH 146 (Lining)	Miller Rd - Elms Rd - Bristol (Clean & Video)
<b>PART I - Cleaning, Video Inspection &amp; Reaming</b>									
A	High Pressure Water Jet Cleaning, All Sizes	FT	\$ 3.25	998	\$ 3,243.50		\$ 3,107.00		
B	Sanitary Sewer CCTV (Closed Circuit Television) Inspection recorded on DVD	FT	\$ 1.25	998	\$ 1,247.50		\$ 1,195.00		\$ 17,160.00
C	Sanitary Sewer Calcite Reaming								\$ 6,600.00
	Light - equal or less than 20% cross sectional area loss	FT	\$ 4.00	988	\$ 3,952.00		\$ 3,824.00		
	Heavy - greater than 20% cross sectional area loss	FT	\$ 6.00						
D	Sanitary Sewer Reaming/Cutting Roots with Approved Reamers and Cutters								
	Light - equal or less than 20% cross sectional area loss	FT	\$ 4.00						
	Heavy - greater than 20% cross sectional area loss	FT	\$ 6.00						
E	Reaming of Protruding Lateral utilizing approved remote controlled robotic reamer with CCTV assistance	EA	\$ 500.00	1	\$ 500.00		\$ 500.00		
F	Lateral Reinstatement	EA	\$ 500.00					40	\$ 20,000.00
<b>PART II - Structural Spot Repair as determined by Engineer</b>									
A	Pipe point structural spot repair with Cured-In-Place pipe (inverted tube liner) as specified including: sewer cleaning, pre and post video inspection with DVD and report.								
	8" diameter - 3' to 10' length	EA	\$ 2,500.00						
	8" diameter - additional length greater than 10'	FT	\$ 75.00						
	10" diameter - 3' to 10' length	EA	\$ 2,500.00						
	10" diameter - additional length greater than 10'	FT	\$ 100.00						
	12" diameter - 3' to 10' length	EA	\$ 2,750.00						
	12" diameter - additional length greater than 10'	FT	\$ 100.00						
	15" diameter - 3' to 10' length	EA	\$ 3,000.00						
	15" diameter - additional length greater than 10'	FT	\$ 100.00						
	18" diameter - 3' to 10' length	EA	\$ 3,500.00						
	18" diameter - additional length greater than 10'	FT	\$ 100.00						
<b>PART III - Sanitary Sewer Lateral Cleaning and Repairs</b>									
A	Lateral sewer CCTV (Closed Circuit Television) inspection through mainline sewer including DVD and report.	EA	\$ 500.00						
B	Installation of 6" Diameter inverted type CIPP Lateral Liner (up to R.O.W.) from mainline sewer, including vacuum excavation and installation of a clean out to surface.								
	Preparatory work of cleaning and removal of debris in the lateral and temporary rest of excess grout.	EA	\$ 4,000.00						
<b>PART IV - Sanitary Sewer Joint Testing and Sealing</b>									
A	Sanitary Sewer Pipe Joint Sealing with approved Sealant including testing and removal of excess grout.								
	8" Diameter	JOINT	\$ 45.00						
	10" Diameter	JOINT	\$ 45.00						
	12" Diameter	JOINT	\$ 50.00						
	15" Diameter	JOINT	\$ 55.00						
	18" Diameter	JOINT	\$ 60.00						
<b>PART V - Structural CIPP Lining (Fully Deteriorated)</b>									
A	Manhole to Manhole CIPP Lining for 8" Diameter Mains	FT	\$ 36.00						
B	Manhole to Manhole CIPP Lining for 10" Diameter Mains	FT	\$ 38.00					2125	\$ 76,500.00
C	Manhole to Manhole CIPP Lining for 12" Diameter Mains	FT	\$ 39.00						
D	Manhole to Manhole CIPP Lining for 15" Diameter Mains	FT	\$ 50.00						
E	Manhole to Manhole CIPP Lining for 18" Diameter Mains	FT	\$ 60.00						
<b>Area Totals</b>					\$ 8,983.00	\$ 8,626.00	\$ 96,500.00	\$ 34,320.00	
<b>Project Total</b>					\$	\$	\$ 148,429.00	\$	





### LEGEND

CLEAN & VIDEO

SEWER LINING

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	8/25/08	PROJECT UPDATE	JRT
2	10/06/08	PROJECT UPDATE	KEB
3	10/15/09	PROJECT UPDATE	KEB
4	12/03/09	PROJECT UPDATE	LPF
5	5/9/13	PROJECT UPDATE	LPF



REV: \_\_\_\_\_

OF \_\_\_\_\_  
JOB No: \_\_\_\_\_

PREPARED FOR  
**CITY OF SWARTZ CREEK**  
**SANITARY SEWER REHAB - 2013**  
  
WINCHESTER VILLAGE

PREPARED BY  
**ROWE INCORPORATED**  
CORPORATE OFFICE  
6211 Taylor Dr.  
Flint, MI 48507  
Ph: (810) 341-7500

LAPER OFFICE  
128 N. Sighaw St.  
Lapeer, MI 48446  
Ph: (810) 864-9411

MT. PLEASANT OFFICE  
127 S. Main St.  
Mt. Pleasant, MI 48858  
Ph: (889) 772-2138

PLAN DATE:       MAY 2013        
PROJECT MGR:       L.P.F.        
REVIEWER: \_\_\_\_\_  
SCALE:       NONE

**CITY OF SWARTZ CREEK**  
**SANITARY SEWER TRENCHLESS REHABILITATION**  
**BIDTAB**

Young's Environmental  
G-5305 N. Dort Hwy.  
Flint, MI 48505

Liqui-Force Services, Inc.  
28529 Goddard Road, Suite 106  
Romulus, MI 48174

<b>In Utility Easements</b>	<b>In Public ROW</b>	<b>In Utility Easements</b>	<b>In Public ROW</b>
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ITEM	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
<b>PART I - Cleaning, Video Inspection &amp; Reaming</b>						
A	High Pressure Water Jet Cleaning. All sizes.	FT	\$3.00	\$3.00	\$3.25	\$3.25
B	Sanitary Sewer CCTV (Closed Circuit Television) inspection recorded on DVD.	FT	\$1.50	\$1.50	\$1.25	\$1.25
C	Sanitary Sewer Calcite Reaming					
	Light - equal or less than 20% cross sectional area loss	FT	\$4.00	\$4.00	\$4.00	\$4.00
	Heavy - greater than 20% cross sectional area loss	FT	\$8.00	\$8.00	\$6.00	\$6.00
D	Sanitary Sewer Reaming/Cutting Roots with Approved Reamers and Cutters					
	Light - equal or less than 20% cross sectional area loss	FT	\$10.00	\$10.00	\$4.00	\$4.00
	Heavy - greater than 20% cross sectional area loss	FT	\$15.00	\$15.00	\$6.00	\$6.00
E	Reaming of Protruding Lateral utilizing approved remote controlled robotic reamer with CCTV assistance.	EA	\$600.00	\$600.00	\$500.00	\$500.00
F	Lateral Reinstatement	EA	\$600.00	\$600.00	\$500.00	\$500.00
<b>PART II - Structural Spot Repair as determined by Engineer</b>						
A	Pipe point structural spot repair with Cured-In-Place pipe (inverted tube liner) as specified including: sewer cleaning, pre and post video inspection with DVD and report.					
	8" Diameter - 3' to 10' length	EA	\$2,300.00	\$2,100.00	\$2,500.00	\$2,500.00
	8" Diameter - additional length greater than 10'	FT	\$70.00	\$70.00	\$75.00	\$75.00
	10" Diameter - 3' to 10' length	EA	\$2,500.00	\$2,300.00	\$2,500.00	\$2,500.00
	10" Diameter - additional length greater than 10'	FT	\$87.00	\$87.00	\$100.00	\$100.00
	12" Diameter - 3' to 10' length	EA	\$2,800.00	\$2,600.00	\$2,750.00	\$2,750.00
	12" Diameter - additional length greater than 10'	FT	\$110.00	\$110.00	\$100.00	\$100.00
	15" Diameter - 3' to 10' length	EA	\$3,400.00	\$3,200.00	\$3,000.00	\$3,000.00
	15" Diameter - additional length greater than 10'	FT	\$120.00	\$120.00	\$100.00	\$100.00
	18" Diameter - 3' to 10' length	EA	\$3,900.00	\$3,700.00	\$3,500.00	\$3,500.00
	18" Diameter - additional length greater than 10'	FT	\$130.00	\$130.00	\$100.00	\$100.00
<b>PART III - Sanitary Sewer Lateral Cleaning and Repairs</b>						
A	Lateral sewer CCTV (Closed Circuit Television) inspection through mainline sewer including DVD and report.	FT	\$20.00	\$20.00	\$500.00*	\$500.00*
B	Installation of 6" Diameter inverted type CIPP Lateral Liner (up to R.O.W.) from mainline sewer, including vacuum excavation and installation of a clean out to surface. Preparatory work of cleaning and removal of debris in lateral and temporary restoration of disturbed surface to be included.	FT	\$250.00	\$225.00	\$4,000.00*	\$4,000.00*

**CITY OF SWARTZ CREEK**  
**SANITARY SEWER TRENCHLESS REHABILITATION**  
**BIDTAB**

Young's Environmental  
G-5305 N. Dort Hwy.  
Flint, MI 48505

Liqui-Force Services, Inc.  
28529 Goddard Road, Suite 106  
Romulus, MI 48174

In Utility Easements	In Public ROW	In Utility Easements	In Public ROW
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ITEM	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
<b>PART IV - Sanitary Sewer Joint Testing &amp; Sealing</b>						
A	Sanitary Sewer Pipe Joint Sealing with approved Sealant including testing and removal of excess grout.					
	8" Diameter	JOINT	\$90.00	\$80.00	\$45.00	\$45.00
	10" Diameter	JOINT	\$105.00	\$95.00	\$45.00	\$45.00
	12" Diameter	JOINT	\$120.00	\$110.00	\$50.00	\$50.00
	15" Diameter	JOINT	\$135.00	\$125.00	\$55.00	\$55.00
	18" Diameter	JOINT	\$150.00	\$140.00	\$60.00	\$60.00
<b>PART V - Structural CIPP Lining (Fully Deteriorated)</b>						
A	Manhole to Manhole CIPP Lining for 8" Diameter Mains	FT	\$41.00	\$35.00	\$36.00	\$36.00
B	Manhole to Manhole CIPP Lining for 10" Diameter Mains	FT	\$44.00	\$36.00	\$38.00	\$38.00
C	Manhole to Manhole CIPP Lining for 12" Diameter Mains	FT	\$52.00	\$45.00	\$39.00	\$39.00
D	Manhole to Manhole CIPP Lining for 15" Diameter Mains	FT	\$62.00	\$52.00	\$50.00	\$50.00
E	Manhole to Manhole CIPP Lining for 18" Diameter Mains	FT	\$77.00	\$68.00	\$60.00	\$60.00

\* Price reflected is per each and not per foot as indicated on the proposal form.



February 26, 2013

City of Swartz Creek  
8083 Civic Dr.  
Swartz Creek MI 48473

**Attn: Mr. Tom Svrcek**  
**Re: Contract Extension**

As previously expressed, we have enjoyed working with you and the City of Swartz Creek on various sewer rehabilitation projects over the past several years. Together we have overcome many challenges and have successfully met the needs of both the collection system as well as the residents of the City.

We would like to express our gratitude for the professionalism and cooperation that we have encountered when working with you and your staff. The positive environment along with the open lines of communication with your Public Works Department has helped our forces to be successful in meeting your objectives.

It is our understanding that the current Agreement is schedule to expire and due to our previous positive experiences we are offering to extend our existing agreement for an additional 2 years (expiring June 30, 2015). We will continue to honor the existing unit prices and will meet or exceed all of the conditions / requirements as outlined in the agreement.

If you have any questions or require additional information please feel free to contact me directly. We appreciate the work we have done with the City and look forward to continuing to working together in the future.

Sincerely,

*John Thompson*

Technical Representative



**CITY OF SWARTZ CREEK  
SANITARY SEWER TRENCHLESS REHABILITATION  
ITEMIZED BID SHEET**

ITEM	DESCRIPTION	UNIT	UNIT PRICE
<b>PART I - Cleaning, Video Inspection &amp; Reaming</b>			
A	High Pressure Water Jet Cleaning. All Sizes	FT	\$ 3.25
B	Sanitary Sewer CCTV (Closed Circuit Television) Inspection recorded on DVD	FT	\$ 1.25
C	Sanitary Sewer Calcite Reaming		
	Light - equal or less than 20% cross sectional area loss	FT	\$ 4.00
	Heavy - greater that 20% cross sectional area loss	FT	\$ 6.00
D	Sanitary Sewer Reaming/Cutting Roots with Approved Reamers and Cutters		
	Light - equal or less than 20% cross sectional area loss	FT	\$ 4.00
	Heavy - greater that 20% cross sectional area loss	FT	\$ 6.00
E	Reaming of Protruding Lateral utilizing approved remote controlled robotic reamer with CCTV assistance	EA	\$ 500.00
F	Lateral Reinstatement	EA	\$ 500.00
<b>PART II - Structural Spot Repair as determined by Engineer</b>			
A	Pipe point structural spot repair with Cured-In-Place pipe (inverted tube liner) as specified including: sewer cleaning, pre and post video inspection with DVD and report.		
	8" diameter - 3' to 10' length	EA	\$ 2,500.00
	8" diameter - additional length greater than 10'	FT	\$ 75.00
	10" diameter - 3' to 10' length	EA	\$ 2,500.00
	10" diameter - additional length greater than 10'	FT	\$ 100.00
	12" diameter - 3' to 10' length	EA	\$ 2,750.00
	12" diameter - additional length greater than 10'	FT	\$ 100.00
	15" diameter - 3' to 10' length	EA	\$ 3,000.00
	15" diameter - additional length greater than 10'	FT	\$ 100.00
	18" diameter - 3' to 10' length	EA	\$ 3,500.00
	18" diameter - additional length greater than 10'	FT	\$ 100.00
<b>PART III - Sanitary Sewer Lateral Cleaning and Repairs</b>			
A	Lateral sewer CCTV (Closed Circuit Television) Inspection through mainline sewer including DVD and report.	EA	\$ 500.00
B	Installation of 6" Diameter inverted type CIPP Lateral Liner (up to R.O.W.) from mainline sewer, including vacumm excavation and installation of a clean out to surface. Preparatory work of cleaning andn removal of debris in the lateral and temporary restoration of distrubed surface to be included.	EA	\$ 4,000.00
<b>PART IV - Sanitary Sewer Joint Testing and Sealing</b>			
A	Sanitary Sewer Pipe Joint Sealing with approved Sealant including testing and removal of excess grout.		
	8" Diameter	JOINT	\$ 45.00
	10" Diameter	JOINT	\$ 45.00
	12" Diameter	JOINT	\$ 50.00
	15" Diameter	JOINT	\$ 55.00
	18" Diameter	JOINT	\$ 60.00
<b>PART V - Structural CIPP Lining (Fully Deteriorated)</b>			
A	Manhole to Manhole CIPP Lining for 8" Diameter Mains	FT	\$ 36.00
B	Manhole to Manhole CIPP Lining for 10" Diameter Mains	FT	\$ 38.00
C	Manhole to Manhole CIPP Lining for 12" Diameter Mains	FT	\$ 39.00
D	Manhole to Manhole CIPP Lining for 15" Diameter Mains	FT	\$ 50.00
E	Manhole to Manhole CIPP Lining for 18" Diameter Mains	FT	\$ 60.00



February 29, 2012  
City of Swartz Creek  
8083 Civic Center Dr.  
Swartz Creek MI 48473

**Attn: Mr. Tom Svrcek**  
**Attn: Sanitary Sewer Rehabilitation**

As discussed previously, we must currently suspend our activities for this year's sanitary sewer rehabilitation project until such time as the open cut point repairs have been completed. Due to the current condition of the pipeline we are unable to properly install the CIPP liners without risk of compromising the future integrity of the CIPP materials and the service life of the sewer. Upon notification of the completion of the point repairs we will resume our activities in a timely manner to execute the remainder of the scheduled rehabilitation work.

If you have any questions please feel free to contact me directly. We look forward to continuing to work with you and the City of Swartz Creek in the future.

Sincerely,

*John Thompson*  
Technical Representative



FLINT AREA NARCOTICS GROUP

PO BOX 614  
 GRAND BLANC, MI 48480

# Invoice

Date	Invoice #
10/15/2013	2013/14-007

Bill To
CITY OF SWARTZ CREEK 5037 FIRST STREET SWARTZ CREEK MI 48473

Description	Amount
2013/2014 DUES	7,850.60
<p>RECEIVED</p> <p>OCT 16 2013</p> <p><i>[Signature]</i></p>	
PLEASE RETURN ONE COPY OF INVOICE WITH REMITTANCE	<b>Total</b> \$7,850.60

BASE DUES CALCULATION WORKSHEET

8/30/2011

ALL MUNICIPALITIES	PERCENT	BASE	SEV VALUE	SEV FACTOR	POP
CITY OF BURTON	6.228%	\$26,516.26	631,259,260	0.062275	29,999
CITY OF CLIO	0.444%	\$1,891.12	45,021,000	0.004441	2,646
CITY OF DAVISON	1.039%	\$4,425.79	105,362,650	0.010394	5,173
CITY OF FENTON	4.234%	\$18,027.28	429,166,428	0.042338	11,746
CITY OF FLINT	12.336%	\$52,524.31	1,250,419,900	0.123357	102,434
CITY OF FLUSHING	1.943%	\$8,271.11	196,906,200	0.019425	8,389
CITY OF GRAND BLANC	2.337%	\$9,950.17	236,878,600	0.023369	8,276
CITY OF LINDEN	1.063%	\$4,524.62	107,715,300	0.010626	3,991
CITY OF MONTROSE	0.267%	\$1,135.27	27,026,825	0.002666	1,657
CITY OF MT. MORRIS	0.350%	\$1,488.66	35,439,850	0.003496	3,086
CITY OF SWARTZ CREEK	1.844%	\$7,850.60	186,895,300	0.018438	5,758
GAINES VILLAGE	0.055%	\$235.98	5,617,840	0.000554	380
GOODRICH	0.557%	\$2,369.74	56,415,300	0.005566	1,860
LENNON	0.023%	\$98.82	2,352,600	0.000232	82
OTISVILLE VILLAGE	0.135%	\$573.56	13,654,400	0.001347	864
OTTER LAKE	0.018%	\$75.64	1,800,800	0.000178	69
ARGENTINE TWP	2.420%	\$10,303.44	245,288,800	0.024198	6,913
ATLAS TWP	2.485%	\$10,581.95	251,919,300	0.024853	6,133
CLAYTON TWP.	2.135%	\$9,089.78	216,395,750	0.021348	7,499
DAVISON TWP.	5.244%	\$22,327.07	531,529,304	0.052437	19,575
FENTON TWP	7.195%	\$30,635.72	729,329,246	0.07195	15,552
FLINT TWP.	9.623%	\$40,972.39	975,409,200	0.096227	31,929
FLUSHING TWP.	2.662%	\$11,334.44	269,833,450	0.02662	10,640
FOREST TWP.	1.017%	\$4,330.38	103,091,200	0.01017	3,769
GAINES TWP	1.879%	\$7,998.89	190,425,552	0.018786	6,440
GENESEE TWP.	3.380%	\$14,393.53	342,659,647	0.033804	21,581
GRAND BLANC TWP.	11.641%	\$49,563.90	1,179,942,900	0.116405	37,508
MONTROSE TWP.	1.267%	\$5,394.83	128,432,000	0.01267	6,224
MT. MORRIS TWP.	3.404%	\$14,492.69	345,020,200	0.034037	21,501
MUNDY TWP.	5.054%	\$21,519.59	512,306,000	0.05054	15,082
RICHFIELD TWP.	2.393%	\$10,189.76	242,582,600	0.023931	8,730
THETFORD TWP.	1.736%	\$7,390.73	175,947,400	0.017358	7,049
VIENNA TWP	3.596%	\$15,311.97	364,524,400	0.035961	13,255
	100.000%	\$425,790.00	10,136,569,202	1	425,790

TAKE SEV OF MUNICIPALITY  
 DIVIDE IT BY TOTAL SEV OF  
 ALL MUNICIPALITIES  
 (THIS GIVES SEV FACTOR & %)

TO GET BASE DUES, MULITPLY  
 SEV FACTOR BY TOTAL POPULATION

## AGREEMENT

**THIS AGREEMENT**, made on the \_\_\_\_ day of \_\_\_\_\_ 2014, between Swartz Creek Police Department, located at 8100 Civic Dr #A, Swartz Creek, Mi 48473, (“SCPD”) and GLC-LAB L.L.C., of 3865 Lindsley Dr, Metamora, Mi 48455 (“GLC-LAB”).

WHEREAS, SCPD desires to retain the services of GLC-LAB to conduct blood draws for it’s use in criminal prosecutions on the terms and conditions as set forth below:

1. **RESPONSIBILITIES OF GLC-LAB:** GLC-LAB agrees to perform the following duties:

A. GLC-LAB shall provide proof of license of the qualified physician authorizing the blood draws as well as proof of license of the personnel performing the blood draws.

B. GLC-LAB shall provide qualified personnel to perform blood draws. Qualified personnel is defined as a person who is licensed by the State of Michigan and trained to perform blood draws, such as a Registered Nurse, Medical Doctor, Phlebotomist, Paramedic or Medical Assistant.

C. GLC-LAB shall provide qualified personnel to perform the blood draws at the Genesee County Jail within thirty (30) minutes of being notified by the requesting agency on a twenty-four(24) hour a day, seven(7) days a week basis.

D. After receiving the request for a blood draw, GLC-LAB shall contact the designated authorizing physician for authority to administer the blood draw. The time and date of such authorization shall be documented for use in all court proceedings.

E. GLC-LAB representative shall assist the arresting/requesting law enforcement officer in completing the paperwork associated with the blood draw to ensure that the name of the qualified personnel is properly listed.

F. GLC-LAB shall provide the necessary equipment at its own expense. Necessary equipment is defined as needles, betadine preps, gauze, sharps disposal box, band-aids, etc. which are necessary to perform the blood draws.

G. GLC-LAB representative shall perform the act of venipuncture on a suspect for the purpose of determining the suspect’s body alcohol level and/or whether there are any controlled substances detectable in the suspect’s blood. The samples to be obtained are per the request of the arresting officer and/or delineated by a court order. Upon completion, the specimens/blood draw kit shall be returned to the arresting/requesting officer.

H. GLC-LAB shall make available the person performing a blood draw for court proceedings upon written request.

I. GLC-LAB shall invoice the arresting/requesting law enforcement agency for the procedures performed.

2. **RESPONSIBILITIES OF SCPD:** SCPD agrees to undertake the following responsibilities:

- A. SCPD shall request GLC-LAB or its designee of the need for services per the telephone numbers given by GLC-LAB.
- B. SCPD shall provide GLC-LAB or its designee with proof of a search warrant or proof of consent by the suspect, authorizing the blood draw.
- C. SCPD shall provide adequate personnel for the purpose of restraining the suspect if necessary to ensure the safety of the person performing the blood draw.
- D. SCPD shall provide the blood alcohol kits to be used for each blood draw. Those kits are supplied by the Michigan State Police.
- E. SCPD shall make the Medical Intake room or other suitable medical facility within the Genesee County Jail available to GLC-LAB, twenty-four(24) hours a day, seven (7) days a week as necessary.
- F. It is the parties express understanding that the arresting/requesting law enforcement agency shall reimburse GLC-LAB for the services and supplies at a rate of one hundred twenty-five dollars (\$125.00) per blood draw. The rate per draw on the Holidays shall be one hundred seventy-five dollars (175.00). Holidays include New Years Eve, New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.
- G. SCPD shall give GLC-LAB or it's representatives reasonable advance notice, but no less than two (2) days advance notice, of any court proceedings which GLC-LAB or its representatives are required to attend.

3. **INDEPENDENT CONTRACTOR STATUS:**

- A. In the performance of its responsibilities, GLC-LAB and/or any of its representatives. Employees shall, at all time, be deemed and regarded as an independent contractor. No person supplied by GLC-LAB shall be considered employees of SCPD, nor shall any such person be covered by the worker's compensation insurance, nor be entitled to any fringe benefits offered by SCPD.
- B. No employees of SCPD shall be covered by GLC-LAB worker's compensation insurance, nor be entitled to any fringe benefits offered by GLC-LAB.
- C. Nothing in this agreement shall be interpreted as authorizing GLC-LAB, or its employees and /or agents to contract for, or create any liability on the behalf of SCPD.
- D. Nothing in this agreement shall be interpreted as authorizing SCPD or its employees and/or agents to contract for, or create any liability on the behalf of GLC-LAB.

4. **HOLD HARMLESS AGREEMENT:**

A. The parties to this Agreement agree to indemnify and hold harmless each other from any and all claims, damages, costs or judgments, including attorney fees, which result from the negligence or actions of the indemnifying party in connection with or related to such party's performance under this Agreement.

5. **TERMS OF AGREEMENT:**

A. This agreement shall be effective as of \_\_\_\_\_ day of \_\_\_\_\_ 2014. This agreement may be terminated by either party, with or without cause or reason whatsoever, upon thirty (30) days written notification to the other party. Service of the written notice shall be made by United States Mail to the other party. The notice shall include the date of termination.

B. Notices, invoices or other correspondence shall be addressed as follows:

Swartz Creek Police Dept. 8100 Civic Dr. #A Swartz Creek, MI 48473 (810) 635-4401	Sarora Salmonowicz-Yorks Manager, GLC-LAB L.L.C. 3865 Lindsley Dr. Metamora, MI 48455 (810) 614-5829
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6. **MISCELLANEOUS:**

A. This agreement shall be construed under and in accordance with the laws of the State of Michigan. If any section of this agreement shall be deemed invalid or unenforceable by a court of law, then the remaining sections shall remain in full force and effect.

B. This agreement contains the entire agreement of the parties and shall only be modified in writing signed by authorized representative of the parties. Such written modifications shall include any effect on the cost of services;

C. This agreement shall terminate immediately upon the inability of GLC-LAB to perform its duties as required by this agreement or in the event that GLC-LAB or the medical doctor required under this agreement has any license in the State of Michigan revoked or suspended or in any other way loses their privileges to practice medicine in the State of Michigan as a Medical Doctor.

D. This agreement shall terminate immediately upon the inability of SCPD to meet the terms and conditions as set forth above.

7. **CERTIFICATION:**

A. The persons signing on the behalf of each party certify by their signature that they are duly authorized to sign this Agreement on the behalf of that party and that they have read and agree to all terms and conditions of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have fully executed this four (4) page Agreement on this \_\_\_\_ day of \_\_\_\_\_ 2014.

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Authorized Representative for Swartz Creek Police Department

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Sarora Salmonowicz-Yorks, Manager, GLC-LAB, L.L.C.

**CITY OF SWARTZ CREEK**

**ORDINANCE NO. \_\_**

**AN ORDINANCE TO AMEND SECTION 10-143 OF THE CODE OF ORDINANCES OF THE CITY OF SWARTZ CREEK TO INCREASE THE POSSIBLE TERM OF IMPRISONMENT FROM 90 DAYS TO 93 DAYS.**

**THE CITY OF SWARTZ CREEK ORDAINS:**

**Section 1. Amendment of Section 10-143 of the Code of Ordinances of the City of Swartz Creek.**

Section 10-143 of the Code of Ordinances of the City of Swartz Creek, Michigan, is hereby amended to read as follows:

**Sec. 10-143.- Retail fraud.**

It shall be unlawful for any person to commit the following in a store or in its immediate vicinity:

- (1) While a store is open to the public, alter, transfer, remove and replace, conceal, or otherwise misrepresent the price at which property is offered for sale, with the intent not to pay for the property or to pay less than the price at which the property is offered for sale.
- (2) While a store is open to the public, steal property of the store that is offered for sale.
- (3) With intent to defraud, obtain or attempt to obtain money or property from the store as a refund or exchange for property that was not paid for and belongs to the store.
- (4) A person who violates this section shall be guilty of a misdemeanor punishable by imprisonment for not more than 93 days or a fine of \$500.00 or both.

**Section 15. Effective Date.**

This ordinance shall be effective on the \_\_ day of \_\_\_\_\_, 2014.

At a regular meeting of the City Council of the City of Swartz Creek held on \_\_\_\_\_, 2014, adoption of the foregoing ordinance was moved by \_\_\_\_\_ and supported by \_\_\_\_\_.

Voting for:

Voting against:

The Mayor declared the ordinance adopted.

\_\_\_\_\_  
David Kreuger  
Mayor

**CERTIFICATION**

The foregoing is a true copy of Ordinance No. \_\_\_\_\_, which was enacted by the City Council of the City of Swartz Creek at a regular meeting held on \_\_\_\_\_, 2014.

\_\_\_\_\_  
Juanita Aguilar, City Clerk



**SWARTZ CREEK POLICE DEPARTMENT  
MOTOR POOL RENTAL HOURS  
DECEMBER 2013**

		<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
<u>Clolinger</u>	#05-168	8	0	0	0
<u>Pirochta</u>	#05-649	48	0	0	0
<u>Back Up Car</u>	#07-375	0	0	0	0
<u>Duty Car</u>	#12-144	373	6	0	0
<u>K. Szmansky</u>	#09-401	0	0	68	0
<u>N. Paul</u>	#09-226	78	6	0	1
<u>Lt. Bade</u>	#10-161	128	11	0	1
	<b>TOTAL</b>	<b>635</b>	<b>23</b>	<b>68</b>	<b>2</b>

# Swartz Creek Police Department

## EJS OnSite Officer Daily Departmental Statistics Report

Date Printed: 01/17/2014

Page Number: 1

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

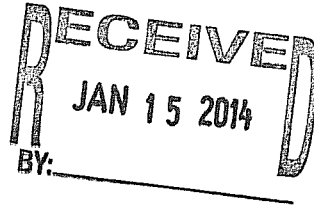
	12/01/2013 12/31/2013	01/01/2013 12/31/2013
Primary Hours	1,803:00	20,763:15
Miles Driven	7,317	163,726
<b>Time Categories (Total Hours)</b>	<b>1,803:00</b>	<b>20,763:15</b>
G Administrative	180:00	2,529:00
G Clerical	53:00	1,494:30
G Court	2:00	83:15
G Investigations	154:30	1,696:30
G Non Uniformed	0:00	102:00
G Special Events	7:00	28:30
G Traffic Enforcement	228:15	2,847:00
G Training	36:00	201:30
G Uniformed	580:00	7,344:00
R Administration	20:00	314:15
R Clerical	8:00	204:30
R Investigations	0:00	1:30
R Uniformed	37:00	341:15
S Administration	0:00	3:00
S Clerical	3:00	19:00
S Investigations	0:00	10:00
S Non Uniformed	0:00	4:30
S Training	0:00	20:00
S Uniformed	110:00	1,378:45
Z Court	0:00	2:00
Z Investigations	0:00	6:30
Z Special Events	0:00	8:00
Z Traffic Enforcement	0:00	6:00
Z Training	36:00	227:00
Z Uniformed	1:15	54:00
ZZ Absent	62:00	299:30
ZZ Funeral	16:00	29:15
ZZ Holiday	144:00	664:00
ZZ Vacation	125:00	844:00
<b>Activity Categories (Total Count)</b>	<b>3,271</b>	<b>46,344</b>
G Business Checks	1,703	22,602
G Desk Assignments	34	665
G Felony Arrest	14	54
G Initated Calls	841	11,878
G Meeting	0	3
G Misdemeanor Arrest	16	296
G PD Accident	21	99
G PI Accident	4	18
G Parking Citations	15	74
G Radio Calls	282	3,370
G Service Request	0	177
G Suspicious Person	44	661
G Vacation Checks	123	3,508

**Swartz Creek Police Department**  
**EJS OnSite Officer Daily Departmental Statistics Report**

Date Printed: **01/17/2014**  
Page Number: **2**

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

	<b>12/01/2013</b>	<b>01/01/2013</b>
	<b>12/31/2013</b>	<b>12/31/2013</b>
G Verbal Warning	51	1,138
G Written Warning	7	150
R Business Checks	6	82
R Initated Calls	6	8
R Meeting	2	8
R Radio Calls	5	92
S Business Checks	3	5
S Desk Assignments	4	18
S Felony Arrest	1	2
S Initated Calls	61	824
S Meeting	19	334
S Misdemeanor Arrest	0	16
S Radio Calls	2	56
S Service Request	0	1
S Suspicious Person	0	2
S Verbal Warning	0	10
S Written Warning	0	4
Z Agency Assist	1	20
Z Building Searches	0	7
Z Currency Seized	0	1
Z Demonstrations	0	1
Z Desk Assignments	0	2
Z Felony Arrest	2	7
Z Initated Calls	0	30
Z Misdemeanor Arrest	0	3
Z Narcotics Seized	0	32
Z Negative Tracks	0	8
Z Postive Tracks	2	10
Z Radio Calls	2	33
Z Vehicle Searches	0	35



January 9, 2014

Mr. 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 a channel change. Customers are being notified of this change via bill message.

HSN2 (channel 75) is now available on the Limited Basic service.

Also, pursuant to P.A. 480 of 2006, Section 9 (4), Comcast Cable's local operating entity hereby reports that Comcast does not deny access to services to any group of potential residential subscribers because of the race or income of the residents in the local area. A similar report has been filed with the Michigan Public Service Commission.

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

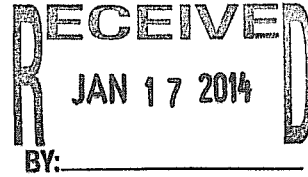
Sincerely,

A handwritten signature in black ink, appearing to read "Gerald W. Smith".

Gerald W. Smith  
Senior Manager, Government Affairs  
Comcast, Heartland Region  
27800 Franklin Rd.  
Southfield, MI 48034



January 14, 2014



Mr. 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 some channel changes. Customers are being notified of these changes via bill messages.

On January 29, 2014, the following channels are being added to the Comcast channel lineup as part our MultiLatino Max and MultiLatino Ultra services: CNBC (channel 44) and CNBC HD (channel 244/1115), MSNBC (channel 69) and MSNBC HD (channel 376/1108), and FX (channel 63) and FX HD (channel 224/1207). Telemundo (channel 611) will be available on Digital Starter service.

Also, on March 5, 2014, El Rey (channel 120) will be available on Digital Preferred 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".

Gerald W. Smith  
Senior Manager, Government Affairs  
Comcast, Heartland Region  
27800 Franklin Rd.  
Southfield, MI 48034

**Date: January 24, 2014**

On behalf of the City Council, the Staff of the City of Swartz Creek has developed this report to document compliancy with P.A. 63 of 2011, better known as the “Economic Vitality Incentive Program”, or “EVIP”. Specifically, this is a report by a previous filer for the Consolidation Plan of the EVIP/CIP.

By way of background, the City of Swartz Creek has experienced many economic downturns since its inception in 1959. As a result of these roller-coaster declines, the City has remained diligent in assessing its operations regularly, beginning in the 1960’s. Another compelling reason for the close scrutiny of expenses is the City’s Charter limitation of 5 mills for general operating, redefined to the current value of 4.8289 by the Headlee Amendment (1978) and Proposal “A” (1994).

Municipal finances throughout the state, inclusive of the City of Swartz Creek, have rocketed downward for more than a decade. From 2002 through 2010, the state systematically reduced statutory revenue sharing received by the City by 34% percent with a five-year cumulative loss of \$1,238,000. To compound this, we continue to see a downward spiral of commercial values with appeal rulings following closely. The city has lost 27.4 percent of its highest ad-valorem levy year of 2007, which equates to \$284,048. Under existing tax law, it may be decades, if at all, that these funds will be recouped.

P.A. 63 of 2011 created the “Economic Vitality Incentive Program” (EVIP). The Act requires that the city submit reports to the Michigan Department of Treasury as a condition to receiving statutory revenue sharing. The city’s consolidation of services update, as required for previous filers is as follows:

## Cooperative, Consolidation, and Privatization Initiatives Previously Submitted

<u>City Service</u>	<u>Implementation Status</u>	<u>Consolidation Efforts</u>	<u>Agency</u>	<u>Fiscal Impacts</u>	<u>Timeline</u>	<u>Barriers</u>	<u>Miscellaneous</u>
Police protection	Pending	Discussions continue with Mundy Township concerning consolidation of administration services for police services based upon a third party study	City of Swartz Creek and Mundy Township	Quantifiable savings estimated to be <\$50,000	Council will continue to evaluate possibilities in fiscal year 2015	Staff capacity for complete analysis; disruption in administration related to new city manager	The city cut funding for police protection consummate with revenue reductions. The study suggests out-sourcing administrative functions to Flint Township. Mundy Township is situated to potentially take on this role.
Building & zoning services	Near complete	Swartz Creek was able to pursue a joint services agreement one other municipality of oversee all building services and some zoning and code enforcement services in accordance with a third party study	City of Swartz Creek and Mundy Township	Under review; estimated at \$30,000	Full implementation by February 2014	New software required	The city cut funding for building and zoning services consummate with revenue reductions. The study suggests combining building and zoning departments of three municipalities. A tentative agreement with Mundy Township has been reached that will eliminate one part time position and not create any additional labor hours.
Assessing services	Rejected	The city reduced assessing services to part time and out-sourced these to a private contractor	City of Swartz Creek	No new quantifiable savings can be realized	Privatization complete	No additional savings or service level changes	The city reduced the assessing department in 2006 through attrition and out-sourcing. The study suggests combining the three departments. The savings to the city though would be minimal. The option was not pursued
Fire protection services	Rejected	Three municipalities employed a joint study for combining fire services	Flint Township, Mundy Township, City of Swartz Creek, Clayton Township	No new quantifiable savings were identified for the city	On-ongoing cooperation with Clayton Township continues	No additional savings or service level changes	The city currently operates a joint fire department with Clayton Township. The study rated the city's fire protection as very efficient. The study recommends against a full combination, however, the three municipalities continue to explore the concept.

The following is a table of some of the proposed initiatives for cooperation, collaboration, consolidation, innovation, or privatization that serve to reduce the expense of providing public services:

## Cooperative & Consolidation Initiatives Currently Under Consideration

<u>City Service</u>	<u>Implementation Status</u>	<u>Consolidation Efforts</u>	<u>Agency</u>	<u>Fiscal Impacts</u>	<u>Timeline</u>	<u>Barriers</u>	<u>Miscellaneous</u>
Brush collection services	New project	City staff has been reduced in the Department of Public Works. Staff is evaluating keeping the necessary equipment and labor hours in-house versus completed through contract	City of Swartz Creek	Under review	Review should take place between January 2014 and June of 2014, with implementation in July of 2014	Unknown	The city operates a brush collection program that involves a woodchipping services in lieu of burning. Contractors can provide this service.
Street sweeping services	New project	City staff has been reduced in the Department of Public Works. Staff is evaluating keeping the necessary equipment and labor hours in-house versus completed through contract	City of Swartz Creek	Under review	Review should take place between January 2014 and June of 2014, with implementation in July of 2014	Unknown	The city owns a street sweeper and has traditionally offered a high level of street cleaning services. Aging equipment may compel the city to contract this service out, reducing overhead.
Water & sewer transmission line provision	New project	Genesee County Water and Waste utilizes the city's distribution and collection systems. Discussions are taking place to share lines.	City of Swartz Creek, Gaines Township, and Genesee County Water and Waste	Unknown	Evaluation is expected to occur through 2014, with any implementation to follow	Unknown	Water and sewer are transmitted through the city to service neighboring townships. In some cases, a fee is charged. In others, there is no charge. The county may take such lines and maintain them using economies of a larger scale.
Finance administration	New project	The city finance director retired. Options are being evaluated for a new staff hire, a private consultant, or the contracting of services with other municipalities	City of Swartz Creek	Unknown	Review should take place between January 2014 and June of 2014, with implementation in July of 2014	Unknown	The city finance director was a full time position. Its vacant status offers some opportunity to reconsider the scope of the job and how identified duties are performed by existing staff, a consultant, or some combination thereof.



As indicated earlier, the city has never had excessive revenue that might tend to permit lucrative compensation packages or unwarranted spending. Quite to the contrary, the City has always had to budget very carefully and efficiently to maintain basic and/or minimal services. The city's pension legacies are funded in the 90 percentile with modest O.P.E.B. obligations. In short, necessity has always driven the city to follow the best practices that P.A. 63 of 2011 compels.

Sincerely,

A handwritten signature in blue ink that reads "Adam Zettel". The signature is fluid and cursive, with the first name "Adam" and the last name "Zettel" clearly legible.

Adam H. Zettel, AICP  
City Manager  
City of Swartz Creek

## County leaders divided on Detroit water deal, warn of huge rate hikes

By Matt Helms Detroit Free Press Staff Writer Filed Under Local News City of Detroit L. Brooks Patterson Mark Hackel Robert Ficano  
Jan. 16

freep.com

Two of southeast Michigan's top elected officials sharply criticized Detroit's emergency manager on Thursday for withholding critical data about a potential deal that would give suburbs greater control of Detroit's water system.

Oakland County Executive L. Brooks Patterson and Macomb County Executive Mark Hackel shot down the city's suggestions that the deal might be reached in as little as two weeks, saying they're not prepared to agree to anything when they haven't been able to get financial information about the water department or engineering reports to show how much improvements will cost. And they both warned that regardless of who ends up controlling the department — which provides water to Detroit and 127 suburban communities — rates could double or triple for business and residential customers.

"I talk to my top guys every day, they brief me on it — my top negotiators — and they're having trouble getting the data they need. They ask for something, and six months later they get stuff that's stale, two years old," Patterson said after he appeared at the Detroit Economic Club luncheon. "It's a very bumpy road we're going through. I don't want to pick on anybody, but we're not getting the data, and we can't make any final conclusions."

Hackel, who appeared with Patterson, Detroit Mayor Mike Duggan and Wayne County Executive Robert Ficano, said he's also frustrated by a lack of information from Orr's negotiators.

"You're talking billions of dollars of infrastructure, capital improvements, and we have none of that information," he said after the luncheon. "None of that information has come to us in terms as to how much the costs are for infrastructure improvements. What about pensions?"

The divisions erupted as the four leaders spoke to an Economic Club audience of more than 600 at Cobo Center, moderated by Free Press business columnist Carol Cain. The talks about the water system are among the most contentious issues in Detroit's bankruptcy.

Last year, Orr proposed a plan for water and sewer ratepayers across the region to pay the city about \$9 billion in rental fees for the system in exchange for a greater say in how it's run. He had hoped to strike a deal in late December, but none has been reached.

Patterson said the suburbs ultimately will have no choice but to agree to foot some sort of bill, but he has called the \$9-billion proposal dead on arrival because the price tag was just too high. More recent talks have focused on transferring the city's water and sewer assets to an independent authority, which would lease the infrastructure from the city in exchange for the suburbs paying Detroit about \$70 million a year.

Orr's spokesman, Bill Nowling, said neither he nor Orr would comment on talks with suburban leaders or with major creditors who own \$6 billion in bonds that the water department has issued. The negotiations are being mediated by U.S. District Court Chief Judge Gerald Rosen, who this month ordered the city to release information to major creditors — but not suburban leaders — ahead of mediation sessions.

Patterson and Hackel said they were nowhere near ready to sign off on a deal, let alone ask county commissioners to approve one — despite hints from Wayne County’s Ficano that an agreement could be reached in perhaps two weeks.

The negotiations have been twofold. Orr’s team, led by the city’s top financial adviser, Ken Buckfire, is trying to win over suburban leaders and bondholders who own the water department’s secured debt. The creditors are entitled to 100% payment — something Orr has signaled he plans to honor. But some bondholders might consider the restructuring of the secured bonds a trigger a default.

Matt Fabian, managing director of Municipal Market Advisors, said the water and sewer deal still seems like a stretch, given that suburban communities probably wouldn’t want to take control of the water system at the price Buckfire is asking.

“Bondholders and the insurers here are the least of Mr. Buckfire’s worries” in this case, Fabian said.

Ficano was the only one of southeast Michigan’s Big Four political leaders to call himself optimistic about a deal. He conceded any new model of running the water department would result in costs that are “going to be passed on to the ratepayers anyway.” Still, he called a potential deal “a pathway out,” because spinning off the water department to an independent authority could save money through lower interest rates on bonds.

Ficano, who told the Free Press today that he was ready to sign on to Orr’s plan for the water system, said during the luncheon that regional leaders “have to get the deal done. The City of Detroit is in bankruptcy. We’re under pressure because of the court schedule” in Detroit’s Chapter 9 case.

Detroit Mayor Mike Duggan, who has taken a back seat to Orr in bankruptcy negotiations, said only that “there’s a lot of moving parts, and when a deal is done, I’ll react to it.”

Deputy Oakland County Executive Robert Daddow, who has been the county’s point person on the negotiations, said the two sides are still negotiating over the amount of a proposed lease payment. But he said the lease payment is just one item in 23 pages of terms that have to be worked out. Others include governance, maintenance, operations, debt issuing practices and more, he said.

“When we say there are a lot of moving parts, there are a lot of moving parts,” Daddow said.

One issue is unpaid water and sewer bills in the City of Detroit, which have averaged \$40 million annually. Suburban leaders want assurances that they won’t face rate increases to pay those bills.

The City of Highland Park, for one, owes the system about \$18 million and has shown no means of paying it. The department can’t shut off water to the whole city, so suburban leaders want that issue resolved before agreeing to anything.

“We’ve got all sorts of information needs that they have basically said, ‘You’re not going to get, but do the deal anyway,’” Daddow said. “That makes it pretty hard to do your due diligence.”

Daddow said the talks have taken on an increased urgency in recent days, but the chance of

county commissions approving a deal without hard numbers and assurances seems unlikely.

“It’s not going to fly in Oakland County, even if we bother to take it to the commission,” he said.

*Contact Matt Helms: 313-222-1450 or [mhelms@freepress.com](mailto:mhelms@freepress.com). Follow him on Twitter @matthelms. Staff writers John Wisely, Susan Tompor and Nathan Bomey contributed to this report.*



## Contract Modification

Michigan Department of Transportation

12/17/2013 9:36 AM

FieldManager 4.9a

**Contract: 25010-112204, Bridge superstructure replacement with prestressed concrete**

<b>Cont. Mod. Number</b> 1	<b>Revision Number</b> 1	<b>Cont. Mod. Date</b> 12/17/2013	<b>Electronic File Created</b> Yes	<b>Net Change</b> \$-5,395.85	<b>Awarded Contract Amount</b> \$425,453.01
<b>Route</b>		<b>Managing Office</b> ROWE Professional Services Company		<b>District</b> 04015	<b>Entered By</b> Tammy K Phaneuf
<b>Contract Location</b> Morrish Road over Swartz Creek					

### Short Description

Balancing completed items to date

### Description of Changes

Authorization is requested to balance all remaining original items on the project to their final placed quantity. All required documentation supporting these changes is located in the project file.

Original Contract Amount: \$ 425,453.01

New Contract Amount (incl this mod): \$ 420,057.16

Net Total Change: \$ -5,395.85 (-1.2%)

This project is a consultant administered, local agency project.

### Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
_ Erosion Control, Inlet Protection, Fabric Drop, Modified	2087050	0100	0100	112204A	0001	Original	-2.000	Ea	150.00000	\$-300.00
_ Maintenance Gravel, Modified	3067031	0130	0130	112204A	0001	Original	-420.000	Ton	1.00000	\$-420.00
_ Pavt, Rem, Modified	2047011	0060	0060	112204A	0001	Original	34.800	Syd	8.00000	\$278.40
_ Rub Rail	8077001	0380	0380	112204A	0001	Original	-36.000	Ft	8.00000	\$-288.00
_ Turf Establishment, Performance, Special	8167011	0560	0560	112204A	0001	Original	97.000	Syd	6.00000	\$582.00



## Contract Modification

Michigan Department of Transportation

12/17/2013 9:36 AM

FieldManager 4.9a

### Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Backfill, Structure, CIP	2060002	0600	0600	112204A	0002	Original	4.100	Cyd	12.00000	\$49.20
Conc Pavt, Bridge Approach, Reinf	6020600	0250	0250	112204A	0001	Original	13.200	Syd	100.00000	\$1,320.00
Conduit, Schedule 40, 3 inch	8190149	0830	0820	112204A	0002	Original	78.000	Ft	7.00000	\$546.00
Curb and Gutter, Conc, Det C4	8020023	0280	0280	112204A	0001	Original	60.000	Ft	12.75000	\$765.00
Curb and Gutter, Rem	2040020	0020	0020	112204A	0001	Original	5.000	Ft	6.00000	\$30.00
Dr Structure Cover, Adj, Case 1	4030005	0140	0140	112204A	0001	Original	-1.000	Ea	400.00000	\$-400.00
Dr Structure Cover, Type B	4030010	0160	0160	112204A	0001	Original	-2.000	Ea	500.00000	\$-1,000.00
Dr Structure Cover, Type Q	4030065	0180	0180	112204A	0001	Original	-4.000	Ea	500.00000	\$-2,000.00
Dr Structure, Adj, Add Depth	4030280	0190	0190	112204A	0001	Original	-3.000	Ft	100.00000	\$-300.00
Driveway Opening, Conc, Det M	8020050	0290	0290	112204A	0001	Original	-58.500	Ft	13.50000	\$-789.75



## Contract Modification

Michigan Department of Transportation

12/17/2013 9:36 AM

FieldManager 4.9a

### Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Driveway, Nonreinf Conc, 6 inch	8010005	0270	0270	112204A	0001	Original	22.370	Syd	31.00000	\$693.47
Driveway, Reinf Conc, 8 inch	8010003	0260	0260	112204A	0001	Original	-3.800	Syd	40.50000	\$-153.90
Embedded Galvanic Anode	7120120	0820	0810	112204A	0002	Original	-8.000	Ea	17.00000	\$-136.00
Erosion Control, Silt Fence	2080036	0090	0090	112204A	0001	Original	-473.000	Ft	1.50000	\$-709.50
Excavation, Fdn	2060010	0610	0610	112204A	0002	Original	4.000	Cyd	10.00000	\$40.00
False Decking	7060060	0650	0650	112204A	0002	Original	-715.000	Sft	0.01000	\$-7.15
Gate Box, Adj, Case 2	8230432	0570	0570	112204A	0001	Original	-1.000	Ea	300.00000	\$-300.00
Guardrail, Curved, Type B	8070010	0330	0330	112204A	0001	Original	-12.500	Ft	15.00000	\$-187.50
Guardrail, Rem	2040035	0040	0040	112204A	0001	Original	1.100	Ft	2.00000	\$2.20
Hand Chipping, Other Than Deck	7120007	0790	0780	112204A	0002	Original	-9.950	Cft	75.00000	\$-746.25



# Contract Modification

Michigan Department of Transportation

12/17/2013 9:36 AM

FieldManager 4.9a

## Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
HMA, 3E1	5010044	0220	0220	112204A	0001	Original	-0.120	Ton	72.00000	\$-8.64
HMA, 4E1	5010050	0230	0230	112204A	0001	Original	-15.140	Ton	90.00000	\$-1,362.60
HMA, 5E1	5010056	0240	0240	112204A	0001	Original	11.000	Ton	105.00000	\$1,155.00
Joint Waterproofing	7100001	0750	0740	112204A	0002	Original	147.000	Sft	3.00000	\$441.00
Patching Conc, C-L	7120112	0810	0800	112204A	0002	Original	-0.370	Cyd	1,500.00000	\$-555.00
Pavt Mrkg, Waterborne, 4 inch, White	8110231	0450	0450	112204A	0001	Original	172.000	Ft'	0.27000	\$46.44
Pavt Mrkg, Waterborne, 4 inch, Yellow	8110232	0460	0460	112204A	0001	Original	134.000	Ft	0.27000	\$36.18
Pavt Mrkg, Waterborne, 2nd Appl, 4", White	8110251	0470	0470	112204A	0001	Original	-700.000	Ft	0.15000	\$-105.00
Pavt Mrkg, Waterborne, 2nd Appl, 4", Yellow	8110252	0480	0480	112204A	0001	Original	-875.000	Ft	0.15000	\$-131.25
Post, Steel, 3 lb	8100371	0400	0400	112204A	0001	Original	-4.000	Ft	9.00000	\$-36.00





## Contract Modification

Michigan Department of Transportation

12/17/2013 9:36 AM

FieldManager 4.9a

### Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Reinforcement, Steel, Epoxy Coated	7060092	0660	0660	112204A	0002	Original	56.500	Lb	1.00000	\$56.50
Sidewalk, Conc, 4 inch	8030044	0310	0310	112204A	0001	Original	18.000	Sft	2.70000	\$48.60
Sidewalk, Conc, 6 inch	8030046	0320	0320	112204A	0001	Original	389.500	Sft	3.00000	\$1,168.50
Sidewalk, Rem	2040055	0050	0050	112204A	0001	Original	41.950	Syd	6.00000	\$251.70
Sign, Type III, Rem	8100403	0410	0410	112204A	0001	Original	-2.000	Ea	25.00000	\$-50.00
Subbase, CIP	3010002	0110	0110	112204A	0001	Original	3.000	Cyd	12.00000	\$36.00
Substructure Conc	7060100	0670	0670	112204A	0002	Original	-0.550	Cyd	1,000.00000	\$-550.00
Superstructure Conc	7060110	0680	0680	112204A	0002	Original	-1.550	Cyd	290.00000	\$-449.50
Underdrain Outlet, 4 inch	4040091	0630	0630	112204A	0002	Original	-10.000	Ft	12.00000	\$-120.00
Underdrain, Fdn, 4 inch	4040031	0620	0620	112204A	0002	Original	-45.000	Ft	4.00000	\$-180.00



## Contract Modification

Michigan Department of Transportation

12/17/2013 9:36 AM

FieldManager 4.9a

### Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Underdrain, Subgrade, 4 inch	4040071	0210	0210	112204A	0001	Original	-414.000	Ft	4.00000	\$-1,656.00

**Total Dollar Value: \$-5,395.85**

### Project / Category Summary

Project/Catg	Project/Category Description	Federal Number	Project Status	Finance System	Control Section	Dollar Value
112204A	Bridge superstructure replacement with prestressed concrete	State/Local	No Federal Funds	MCS	25010	
0001	State 95%/City of Swartz Creek 5%					\$-3,784.65
0002	State 95%/City of Swartz Creek 5%					\$-1,611.20
<b>Total:</b>						<b><u>\$-5,395.85</u></b>

**Total Net Change Amount: \$-5,395.85**



## Contract Modification

Michigan Department of Transportation

12/17/2013 9:36 AM

FieldManager 4.9a

If authorized, the contractor agrees to do the work outlined above under the direction of the Engineer, and to accept as payment in full the basis of payment as indicated. Prime Contractor, you are authorized and instructed as the contractor to do the work described herein in accordance with the terms of your contract.

Prime Contractor: J. Slagter & Son Construction Co.  <b>CONTRACTOR REFUSED TO SIGN</b>  Signature _____	Recommended by Construction Engineer: Armando Lopez - Davison TSC   Signature _____
Prepared by Project Engineer: Nate Whiting - ROWE Professional Services Company <b>Nathan Whiting, PE</b> <small>Digitally signed by Nathan Whiting, PE          DN: cn=Nathan Whiting, PE, o=ROWE Professional Services Company, ou, email=nwhiting@rowepsc.com, c=US          Date: 2014.01.20 09:23:44 -05'00'</small> Signature _____	Authorized by Managing Office Manager: Linda Burchell - Davison TSC   Signature _____
Prepared by Consultant Project Manager:  _____ Signature _____ Date _____	Authorized by Region Construction Engineer:  _____ Signature _____ Date _____
Recommended by Local Agency: Paul Buche - City of Swartz Creek <i>Adam Zettel</i> Signature <i>[Handwritten Signature]</i> _____	Authorized by Bureau of Field Services:  _____ Signature _____ Date _____
Authorized by Airport Sponsor:  _____ Signature _____ Date _____	Authorized by Airports Division:  _____ Signature _____ Date _____
<b>FEDERAL PARTICIPATION - ACTION BY F.H.W.A.</b>	
___ Approved ___ Not Eligible ___ See Letter Dated _____	_____ (Signature) _____ (Date)
<b>FEDERAL PARTICIPATION - ACTION BY F.A.A.</b>	
___ Approved ___ Not Eligible ___ See Letter Dated _____	_____ (Signature) _____ (Date)