

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, July 28, 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. Council Meeting of July 14, 2014 MOTION Pg. 11
 - 4B. Council Meeting of July 21, 2014 MOTION Pg. 17
5. **APPROVE AGENDA:**
 - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
 - 6A. City Manager's Report (Agenda Item) MOTION Pg. 2
 - 6B. Springbrook East Proposals (Agenda Item) Pg. 20
 - 6C. Springbrook East Purchase Agreements Pg. 91
 - 6D. Springbrook East Quit Claim Deeds Pg. 115
 - 6E. Building and Code Enforcement Report Pg. 139
 - 6F. Police Chief Memo Regarding Regional Service Pg. 150
 - 6G. Consumers Energy Hearing Notice Pg. 152
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Appraisal Appropriation: Golf Course RESO Pg. 9
 - 8B. Appraisal Appropriation: Raceway RESO. Pg. 9
 - 8C. Springbrook East Proposal RESO Pg. 9
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, July 28, 2014 - 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members

FROM: Adam Zettel, City Manager

DATE: July 17, 2014

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **GENERAL MOTORS TAX APPEAL (Update)**

The appeal has been settled at the 2013 value, resulting in neither an increase or decrease in taxable value for the 2014 tax year. This result negates the approximately 1% inflationary increase that was allocated to this property class this year. We consider this a very favorable outcome based upon the initial proposal.

✓ **MEIJER TAX APPEAL (Update)**

I am working with Meijer to see if there is a value both parties can live with that accurately reflects the value of the site and meets the needs of Meijer.

✓ **GOLF COURSE TAX APPEAL (Update)**

A gentleman came into the office last week and introduced himself as the new owner. Among other things, I asked if he was aware of this appeal since it was filed by the prior owner of record. He indicated that he was aware and would like to continue with an appeal to lesson financial obligations to the city. The appeal is as follows:

2014 Taxable: \$104,038
2014 Taxable (requested): \$25,000

This site includes the 7,000 square foot club house, 32.5 acres of land/improvements, and the 2,300 square foot residence to the east. The highest true cash value was in 2010 and that was \$961,800.

Given the number of appeals that have been negotiated or granted at the MTT, I recommend the city appropriate funds to appraise this site. We believe it is valued much higher than the request indicates. For this reason, as well as the reasons relating to equity in payments and precedent, we believe it is worth fighting this.

✓ **RACEWAY TAX APPEAL (Update)**

Here is another one. The harness racing industry is struggling, but they still have 108.5 acres at a signalized intersection with I-69. Their appeal information is as follows:

2014 Taxable: \$904,200
2014 Taxable (requested): \$250,000

If the city agrees that non-residential land on Morrish Road off of I-69 is valued at less than \$4,700 per acre, assuming the improvements had no value, then we have very large problems indeed. (Note that we would assume no such thing in any case).

Like the golf course, this property keeps appealing. I believe such businesses will do so, beyond absurdity, until it is clear the city is resisting.

- ✓ **DOWNTOWN PARKING LOTS (Update)**
Work is occurring on schedule and budget. Temporary parking and delivery appears to be working. No other issues are known.
 - ✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS (See Individual Category)**
 - ❑ **MILLER ROAD RESURFACING PROJECT (Update)**
OHM is conducting the traffic study to ascertain whether a road diet is feasible. I expect to have something to report in August.
 - ✓ **WATER – SEWER ISSUES PENDING (See Individual Category)**
 - ❑ **SEWER REHABILITATION PROGRAM (No Change of Status)**
Liqui Force is working the village as we speak. They should be done this month
 - ❑ **BEAR CREEK SANITARY SEWER AGREEMENT (Update)**
I am meeting with GCWWS this Friday on this issue.
 - ❑ **KWA (No Change of Status)**
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 increases 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.
- ❑ **STORM SEWER (No Change of Status)**
Mr. Svrcek has been working with the Michigan Department of Environmental Quality on some permitting issues that every city in the urban area of the county is dealing with. We are not thrilled with the expectations. What appears to be the heavy hand of the DEQ may put us out of the business of providing many basic services, or at least radically changing the way we do business. This could result in many new ordinances and expenses regulating a variety of practices including how we store road salt, where we can dump street sweepings, and how residents can discharge a pool. We will likely be addressing this in mid-summer, but we want to take our time due to the wide reaching effect that this could have on the community.

- ✓ **PERSONNEL: POLICIES & PROCEDURES (No Change of Status)**
I have a couple templates that I am looking at with some of the supervisors. The police department has an extensive handbook that is updated regularly. We expect to adopt a similar (but different) set of policies to cover all other employees.
- ✓ **CITY PROPERTY, 4438 MORRISH ROAD & 5017 THIRD STREET (Update)**
Asbestos has been cleared from the Morrish Road unit by certified professionals. Once the fire department executes specialized training within this structure, demolition should ensue. I expect this to be done the first week of August.
- ✓ **LABOR CONTRACTS, SHARED SERVICES, BUILDING & POLICE DEPARTMENTS (Update)**
Chief Clolinger visited Pennsylvania as planned with his peers from Mundy and Grand Blanc Townships. I really believe this process may start to gain some momentum. Mundy and Swartz Creek have been open about looking at cooperation and/or consolidation options for years, and it is possible that important next steps could be taken in the coming months. I expect Chief will debrief the city council within a month and offer some insight on the potential of police shared services.
- ✓ **SPRINGBROOK EAST & HERITAGE – VACANT LOTS (Update)**
Following are issues pending for the three Associations:

SPRINGBROOK COLONY	SPRINGBROOK EAST	HERITAGE VILLAGE
<i>No outstanding issues</i>	<i>Execute sale of 12 units</i>	<i>Transfer water, sanitary sewer, storm sewer, streets to city and seek solution for 4 vacant lots owned by city.</i>

The committee made a recommendation that I will go deeper into as an agenda business item.

I have also been in communication with the counsel of Heritage Village. I am not sure why this is not moving along more quickly. We would like to have dedication formalized soon. It appears that adequate surveys and language exist for the dedication, but there needs to be a better understanding about storm drainage (collection system, pond system, and transmission system).

- ✓ **MEIJER COMMUNITY DONATION (No Change of Status)**
Regarding the Meijer Community Donation, bids have been accepted to include sidewalk along Fortino and Civic Drives. This has been a desire of theater users for some time in order to increase ease and safety during show times. Meijer expressed a desire to support this project so we expect to allocate their \$10,000 to this end.
- ✓ **WINCHESTER WOODS LOTS (No Change of Status)**
I suggest we delay any sales or negotiations until and land sale policy is adopted. Prior to the last meeting, 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 these lots for single family homes.

- ✓ **NEWSLETTER** *(No Change of Status)*
The next is scheduled for November or late October.

- ✓ **UTILITY RATES** *(Update)*
They are going up. Agreements are being struck with the City of Detroit currently. I expect rate adjustments will need to follow this summer, to be in effect for the October or January billing.

- ✓ **RENTAL REGISTRATION AND INSPECTIONS** *(Update)*
I am working with the city attorney to pen a draft ordinance for this program. I will also work with Mr. Johnson to set up a tentative inspection program and fee schedule that the city council can then review.

- ✓ **WINSHALL PAVILION** *(No Change of Status)*
We met with the new contractor, Belfor, at the end of May. A permit is expected to be pulled very soon.

- ✓ **OTHER COMMUNICATIONS & HAPPENINGS** *(Update)*
 - ❑ **BUILDING REPORT** *(Update)*
We are finally active and current with our BS&A software packet that tracks and reports on permits, inspections, and enforcement occurring within the building department. I have attached the first report, which includes all charges and activity for the first six months of the year. It has been a very busy six months. Revenues are over \$41,000 (mostly due to the GM demolition). Expenses to Mundy Township are about \$24,000.

Moving forward, we should have monthly reports that include the same information, perhaps with more detail as well.

 - ✓ **BOARDS & COMMISSIONS** *(See Individual Category)*
 - ❑ **PLANNING COMMISSION** *(Update)*
It is very possible that the old Marathon site will have a plan up for consideration at the September meeting. Stay tuned.

 - ❑ **DOWNTOWN DEVELOPMENT AUTHORITY** *(Update)*
The DDA held its annual meeting on July 10th. They selected officers, retaining Mr. Mark Nemer as chair, and lamented the Meijer appeal.

 - ❑ **ZONING BOARD OF APPEALS** *(Update)*

A variance related to a fence application is in and is scheduled to be heard on August 13th. There is also a vacant position (alternate) that needs to be filled.

❑ **PARKS AND RECREATION COMMISSION** *(Update)*

Staff is planning to work with Rowe to get a proposal ready for review by the commission and council for a Recreation Passport Grant. This proposal is expected in September and would include a scope of work (likely to include the Elms bathrooms), as well as a cost to prepare/execute the grant. There is no commitment at this time, but proceeding with the grant would require a 25-50% local match of city funds, donations, and/or volunteer hours. The commission and staff are very excited about this proposition.

The commission will also be revisiting the park rules at its meeting on September 3rd.

❑ **BOARD OF REVIEW** *(Update)*

The board of review met on July 23rd. Two petitioners presented. The board also requested the appointment of an alternate member. The state encourages this for practical reasons. The first is the need to ensure the presence of at least two members out of the three appointees. The second is to begin training of potential permanent members for what is considered a specialized position.

The charter limits the board to three, but the city attorney believes that alternates are permissible as long as the acting board is not comprised of more than three members at any time. With that said, staff recommends the appointment of another qualified board member to serve as an alternate.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **APPRAISAL APPROPRIATIONS FOR TAX APPEALS** *(Resolution)*

There are two tax appeals that staff believes demand attention, including the golf course and the raceway. Please see the city old business section of the city manager's report for details.

✓ **SPRINGBROOK EAST PROPOSALS** *(Resolution)*

The bids were received and reviewed by the committee. I expect there will be conversation on this, so I won't get too detailed in this report. As a quick preface, allow me to expound upon the intent and process. The city acquired these lots by virtue of the development's failure. There was no charge for the lots, but the development required infrastructure work, resulting in an assessment for all units affected, including the city units. With the addition of soft costs, this means that the city has vested \$2,535.50 per unit.

As indicated in resolutions from last fall, the city is not interested in maintaining or developing these lots directly or speculating on future values. As such, the lots were offered to the homeowners association at cost, with future proceeds to be used by the association as they saw fit to offset assessments. Due to a charter conflict, this sale did not happen. However, the process was started anew this spring, with the primary intent

being the development of the units in such a way that has the long-term interests of the neighborhood at heart. The request for proposals (RFQ) more specifically reflects the intent and process. At its core, the proposals were to demonstrate architectural continuity and quality.

To be brief, the committee is recommending approval of all unit sales to Woodside Builders. An evaluation is attached that ranks each of the three proposals under the five criteria of the RFQ issued by the city. A ranking for each member of the committee is included and tallied (committee members include councilmember Shumaker, Mr. Johnson, Mr. Zettel, Mr. Mullen, and planning commission chair Stephens). Woodside held a clear advantage in its ability to develop housing that achieves the goals of the proposal. Despite Woodside's rocky relationship with the Springbrook East neighborhood, the association has endorsed this recommendation.

The recommendation includes a pair of conditions. The first is the transfer of all units to the developer within 24 months at the prices indicated in the proposal. The second is the assurance that all phase one infrastructure that is not yet completed become the responsibility of Woodside (this means they will be responsible for capping the streets that are not yet capped).

As a member of the review committee and city staff member, I support this course of action. Woodside can match the architecture and quality of the existing development for obvious reasons. They also have demonstrated existing capacity to do so. Given that this legal entity has successfully eliminated all miscellaneous receivables with the city and offered the most for said units, I support this transfer by means of the legal instruments drafted by the city attorney.

Please note that the sale and use of funds have been purposefully separated into two processes. Though the offered price for units is one of the five criteria for sale, the use of such funds was not intended to be discussed at this point in the process as a mechanism to ensure the decision remains focused on the developmental quality. If this sale commences, the next obvious step will be to consider proceeds in excess of the city's input.

I did try to be brief.

Council Questions, Inquiries, Requests and Comments

- ❑ *Tom is looking at the missing signs that have been noted on Chesterfield Drive.*
- ❑ *We plan to make the calendars more legible for next year as it relates to noting the city council meetings and recycling on the same days.*
- ❑ *I will be taking some time off the first week of August for personal reasons. I will likely have the city council packet for August 11th out by August 1st to ensure it is out in time. As such, you can expect a light agenda for August 11th and or some additions coming in the days leading up to the meeting.*

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, July 28, 2014, 7:00 P.M.**

Resolution No. 140728-4A MINUTES – July 14, 2014

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, July 14, 2014, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 140728-4B MINUTES – July 21, 2014

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Special Council Meeting held Monday, July 21, 2014, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 140728-5A 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 July 28, 2014, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 140728-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of July 28, 2014, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 140728-8A APPRAISAL APPROPRIATION: GOLF COURSE

Motion by Councilmember: _____

I Move the City of Swartz Creek amend the budget to allocate \$10,000 of general fund balance to the assessing department for the purpose of contesting the tax appeal by Stanley Frankel, for real property located at 5397 & 5499 Miller Road, costs to include an appraisal, legal services, and other related expenses.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 140728-8B APPRAISAL APPROPRIATION: RACEWAY

Motion by Councilmember: _____

I Move the City of Swartz Creek amend the budget to allocate \$12,000 of general fund balance to the assessing department for the purpose of contesting the tax appeal by Sports Creek ACQ Inc, for real property located at 4290 Morrish Road, costs to include an appraisal, legal services, and other related expenses.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 140728-8C SPRINGBROOK EAST PROPOSAL APPROVAL

Motion by Councilmember: _____

WHEREAS, the city acquired a total of 12 vacant units from street paving special assessment projects in Springbrook East in December, 2011, including the following units:

Springbrook East Units			
Parcel Number	Number	Property Address	Owner
58-36-676-039	0	LINDSEY DR	City Swartz Creek
58-36-676-040	0	LINDSEY DR	City Swartz Creek
58-36-676-041	0	LINDSEY DR	City Swartz Creek
58-36-676-042	0	LINDSEY DR	City Swartz Creek
58-36-676-043	0	LINDSEY DR	City Swartz Creek
58-36-676-044	0	LINDSEY DR	City Swartz Creek
58-36-676-051	0	LINDSEY DR	City Swartz Creek
58-36-676-053	0	LINDSEY DR	City Swartz Creek
58-36-676-054	0	LINDSEY DR	City Swartz Creek
58-36-676-055	0	LINDSEY DR	City Swartz Creek

58-36-676-056	0	LINDSEY DR	City Swartz Creek
58-36-676-064	0	RUSSELL DR	City Swartz Creek

WHEREAS, the city has determined that a public purpose exists for obtaining the lots, being control and guarantee for the collection of the special assessment fees, the preservation of property values for the existing homes in the subdivisions and the resolve of underground utility and storm-surface water issues; and

WHEREAS, the city previously found that the long term intent is to sell the lots to recover assessment costs and other administrative costs that may occur and to preserve property values consistent with the findings within this resolution; and

WHEREAS, the city issued a request for proposals to develop these units and has subsequently had the proposals reviewed by a committee; and

WHEREAS, the committee established by council recommends sale of the units to Woodside Builders, with certain conditions; and

WHEREAS, this recommendation has been affirmed by members of the Springbrook East home owners' association board.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council hereby approves the sale of all twelve units in Springbrook East to Woodside Builders, Inc. in accordance with the purchase agreements and quit claim deeds attached.

BE IT FURTHER RESOLVED, that the council directs staff to make said sale instruments available for public inspection and comment for no less than 30 days, in accordance with city charter, at which point the sales shall be affirmed by a final vote of the city council.

BE IT FURTHER RESOLVED, that the city council authorizes the establishment of an escrow account, to be funded by the buyer in the amount of \$3,500 per unit sale, for the purpose of completing the unfinished Phase One infrastructure improvements, including the capping of the streets, and hereby authorizes Woodside to engage a contractor to complete said improvements under the supervision and approval of the city's engineer.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE SPECIAL COUNCIL MEETING
DATE 7/14/2014**

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, Deputy City Clerk Deanna Korth, DPS Director Tom Svrcek, City Attorney Mike Gildner.

Others Present: Boots Abrams, Bob Plumb, Tommy Butler, Jim Florence, Ron Schultz, Sharon Shumaker, Lou Fleury, Denny Pinkston, John Mullen, Patricia Mullen, Mark Thornton, Darla Wynn, Roberta Diaz-Cobb.

Resolution No. 140714-01

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Shumaker

I Move the Swartz Creek City Council excuse the absence of Councilmember Hurt from the June 23, 2014 meeting, due to his being on vacation.

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

APPROVAL OF MINUTES

Resolution No. 140714-02

(Carried)

Motion by Councilmember Porath
Second by Councilmember Hicks

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting, as amended, held Monday, June 23, 2014 to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 140714-03

(Carried)

Motion by Mayor Pro-Tem Abrams
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the Agenda as amended, for the Regular Council Meeting of July 14, 2014, to be circulated and placed on file.

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

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 140714-04

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the Swartz Creek City Council accept the City Manager's Report of July 14, 2014, to be circulated and placed on file.

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

Discussion Ensued.

MEETING OPENED TO THE PUBLIC

Mark Thornton, 9031 Luea Lane, and Darla Wynn, 5449 Seymour Road, expressed concerns about a lot of fireworks in the weeks preceding the Fourth of July holiday. Mr. Thornton stated that he is concerned about the noise and possible physical dangers of this happening in a residential area. Mr. Thornton spoke about the State amending their 2012 fireworks law to allow local municipalities to pass ordinances to allow fireworks. Mr. Thornton stated that it is a quality of life issue for him to have to deal with the fireworks. Mr. Thornton stated that he is concerned about the safety of others. Mr. Thornton requested that a law or ordinance be researched for the City similar to what was recently passed in Burton.

COUNCIL BUSINESS

Street Asset Management Proposal

(Carried)

Resolution No. 140714-05

Motion by Councilmember Hicks
Second by Mayor Pro-Tem Abrams

WHEREAS, the City of Swartz Creek is the street authority, with repair and maintenance responsibilities, for certain major and local streets within the city, and;

WHEREAS, the City of Swartz Creek recognizes that many of these streets have reached their useful life or are otherwise unable to be ideally maintained due to a lack of resources, and;

WHEREAS, the preferred solution for long term, effective maintenance of a street network involves the use of diversified solution, asset management, and;

WHEREAS, the City of Swartz Creek finds a 15 year or longer approach that addresses the street maintenance issue on a city-wide scale is desirable.

NOW, THEREFORE, BE IT RESOLVED, that the City of Swartz Creek approves the proposal submitted by Rowe Professional Services to create an Asset Management/Capital Improvement Plan for an amount not to exceed \$17,700, and further directs staff to allocate and procure such services from the city's unencumbered, unreserved general fund.

Discussion Ensued.

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

Property Bid Authorization

Resolution No. 140714-06

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Hurt

I Move the City of Swartz Creek authorize the city manager to prepare and release a request for bids for the sale of the unbuildable parcel identified as vacant Miller Road parcel 58-63-578-018.

Discussion Ensued.

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

Demolition Bid Approval

Resolution No. 140714-07

(Carried)

Motion by Councilmember Hurt
Second by Mayor Pro-Tem Abrams

I Move the City of Swartz Creek approve the low bid as submitted by Woodside Builders, Inc. for the demolition of a single family residence located at 5017 Third Street and a single family residence, with a detached garage located at 4438 Morrish Road, as outlined in the bid specifications, for the price of \$18,929

Discussion Took Place.

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

Park Rules Approval

(Postponed)

Resolution No. 140714-08

Motion by Councilmember Porath
Second by Councilmember Hurt

I Move the City of Swartz Creek approve the park rules as attached, to be effective January 1, 2015.

Discussion Ensued.

Resolution No. 140714-09

(Carried)

Motion by Mayor Pro-Tem Abrams
Second by Councilmember Hurt

I Move the Swartz Creek City Council postpone approval of the park rules and report back to the Park Board.

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

Medical Marijuana Flyer

(Discussion)

Mayor Pro-Tem Abrams spoke about a flyer from the Michigan Wellness Center promoting medical marijuana. Mr. Abrams stated several issues that he has with the procedure for becoming a patient.

Attorney Gildner spoke about the law and the city ordinance in reference to dispensaries.

MEETING OPEN TO THE PUBLIC:

Kal Nemer, owner of Woodside Builders, asked Councilmember Shumaker if he gave the specs for the demolition of the city houses to his friend when his friend gave him a price for the demolition. Mr. Shumaker advised that he did not. Mr. Nemer stated that his company posted a completion bond for the demolition. Mr. Nemer spoke about Springbrook. Mr. Nemer stated that Woodside is a part of this community and is proud of the community.

Roberta Diaz-Cobb, 5379 Seymour, spoke about an article that she read about a bike path and paying for a bike study. Ms. Diaz-Cobb asked what happened with that study. She was advised that the city did not have the money to match the funds. Ms. Diaz-Cobb spoke about the city calendar stating that it is hard to read due to the council meetings not being prominent enough. Ms. Diaz-Cobb spoke about Gil Roy's plaza having a medical marijuana facility, stating that they sell all of the equipment to grow marijuana. Ms. Diaz-Cobb stated that Mayor Pro-Tem Abrams is not correct in his assessment of the medical marijuana issue. Ms. Diaz-Cobb stated that she does not understand why it is going to take so long to do something with the roads. Ms. Diaz-Cobb asked why there was no report on how much it would take for all the roads in the city and not just Winchester Village.

Jim Florence, 4296 Springbrook, spoke about a helicopter in the area looking for a missing person. Mr. Florence stated that he received an alert on his phone and that the missing person just happened to be sitting on a bench there in Springbrook.

REMARKS BY COUNCILMEMBERS:

Councilmember Porath spoke about the same alert call that he received about the missing person. Mr. Zettel explained the new "code red" alert system.

Councilmember Shumaker thanked Mayor Pro-Tem Abrams for his service in the Korean War as a medic. Mr. Shumaker spoke about the councilmembers serving on many committees in the city. Mr. Shumaker spoke about community members helping to get things done.

Councilmember Hicks expressed her support for looking into a fireworks ordinance that would make it clearer. Ms. Hicks spoke about the park rules stating that the Park Board is trying to cover all of the bases and that they need input from the council.

Councilmember Gilbert asked DPS Director Svrcek about the vacant run down homes in the city. Mr. Gilbert asked about a particular house on Miller Road.

Councilmember Hurt stated that he would like to see some clarification on the fireworks ordinance. Mr. Hurt spoke about misc. repairs that need to be done on signs and such in the city. Mr. Hurt spoke about having more no parking signs around the city. Mr. Hurt spoke about people parking right under the no parking signs during garage sales. Mr. Hurt

spoke about Camp 911, stating that his grandson went and that Ofc. Szmansky did a nice job with manners and conduct.

Mayor Pro-Tem Abrams apologized for his comments to Ms. Diaz-Cobb. Mr. Abrams stated that he feels a fireworks ordinance is needed.

Mayor Krueger stated that he would like something in place in reference to fireworks. Mr. Krueger stated that his physician has a sign posted about medical marijuana that says "don't even ask".

Councilmember Hicks spoke about discharging firearms in the city and that they are not allowed to be fired in the city.

Councilmember Gilbert spoke about a gun range on Raubinger Road.

Adjournment

Resolution No. 140714-10

(Carried)

Motion by Mayor Pro-Tem Abrams
Second by Councilmember Shumaker

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

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

David A. Krueger, Mayor

Deanna Korth, Deputy City Clerk

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE SPECIAL COUNCIL MEETING
DATE 7/21/2014**

The meeting was called to order at 6:00 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, Deputy City Clerk Deanna Korth, DPS Director Tom Svrcek, City Engineer Lou Fleury.

Others Present: Boots Abrams, Bob Plumb, Jim Florence, Ron Schultz, Sharon Shumaker.

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 140721-01

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Porath

I Move the Swartz Creek City Council accept the City Manager's Report of July 21, 2014, to be circulated and placed on file.

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

Discussion Ensued.

MEETING OPENED TO THE PUBLIC

None.

COUNCIL BUSINESS

Paving Project Change Orders

(Carried)

Resolution No. 140721-02

Motion by Councilmember Gilbert
Second by Councilmember Hurt

I Move the City of Swartz Creek approve two additions to the current paving contract with L & M Landshaping, Inc., including 190' lineal of Civic Drive and 100 square yards of new asphalt at 8100 Civic Drive, estimated to cost \$10,080, and further direct staff to procure such services under the under costs established by the existing contract and appropriate such expenses as budgeted in fiscal year 2015.

Discussion Ensued.

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

MEETING OPEN TO THE PUBLIC:

None.

REMARKS BY COUNCILMEMBERS:

Councilmember Shumaker questioned if the amphitheater is prepared for alternate parking during the parking lot repair.

Councilmember Gilbert spoke about the chip and seal being done on county roads.

Mayor Pro-Tem Abrams spoke about an article in the newspaper that implied threat to the owners of the golf course that the city would exercise imminent domain and take over the golf course for \$50,000. Mr. Abrams stated that should not have been in the paper at all. Mr. Abrams announced that it is his wife Boots Abrams birthday.

Mayor Krueger commented on the roadwork on Miller Road between Dye and Linden Roads. Mr. Krueger stated that he would like that crew to bid on the roadwork for the city next year since they do good work.

Adjournment

Resolution No. 140721-03

(Carried)

Motion by Mayor Pro-Tem Abrams
Second by Councilmember Hurt

I Move the City of Swartz Creek adjourn the Special Session of the City Council meeting at 6:34 p.m.

YES: Unanimous Voice Vote.

NO: None. Motion Declared Carried.

David A. Krueger, Mayor

Deanna Korth, Deputy City Clerk

Springbrook East Review Committee Findings

9-Jul-14

		Woodside	Morgan	Vliet
Architectural Continuity	Reviewer 1	1	2	2
	Reviewer 2	1	2	2
	Reviewer 3	1	2	3
	Reviewer 4	1	3	2
	Reviewer 5	1	2	2
Demonstrated Organizational Capacity	Reviewer 1	1	1	2
	Reviewer 2	1	2	3
	Reviewer 3	2	1	3
	Reviewer 4	2	1	3
	Reviewer 5	1	1	2
Demonstrated Financial Ability	Reviewer 1	2	1	1
	Reviewer 2	1	1	1
	Reviewer 3	1	1	1
	Reviewer 4	1	2	1
	Reviewer 5	1	1	1
Price	Reviewer 1	1	3	2
	Reviewer 2	1	3	2
	Reviewer 3	1	3	2
	Reviewer 4	1	3	2
	Reviewer 5	1	3	2
Demonstrated Experience	Reviewer 1	1	1	2
	Reviewer 2	1	1	2
	Reviewer 3	1	1	2
	Reviewer 4	2	1	1
	Reviewer 5	1	1	2

Overall Score	29	43	48
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The review committee met on July 9, 2014 and evaluated the three proposals using the five evaluation criteria outlined in the request for proposals. The ranking was on a scale of 1 to 3, with the lower number being the best (the lowest score is most desirable). Note that ties were acceptable by the review committee and did not result in the elimination of the next available numerical ranking. For example, a two-way tie for #1 in a category did not eliminate the availability of the #2 ranking.

**Summary of Proposal Consideration
Amounts and Terms**

	Woodside	JW Morgan	James Realty
All 12 Units			\$36,100.00
10 Units		\$25,000.00	
Units 51 & 64		\$4,500.00	
Lots 1-3	\$22,500.00		
Lots 4-6	\$25,500.00		
Lots 7-9	\$28,500.00		
Lots 10-12	\$28,668.50		
Total	\$105,168.50	\$29,500.00	\$36,100.00
Average Cost / Lot	\$8,764.04	\$2,458.33	\$3,008.33
Earnest Money	\$5,300.00	\$1,250.00	\$1,805.00
Terms:	1. Cash / Certified Check 2. Phased Purchases: 1 lot immediately, balance complete in 2 years 3. Undefined Financial Considerations to Association. Presumed to be less than \$69,068.50	1. Cash 2. Consider Waiving Association Fees on unsold lots	Cash

BID FORM
REQUEST FOR PROPOSALS
SPRINGBROOK EAST VACANT UNITS
SWARTZ CREEK, MICHIGAN

To: The City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

NAME OF PURCHASER(S)

WOODSIDE BUILDERS INC

List the names, addresses and telephone numbers of all parties that will hold title to the unit(s) after purchase.

Name	Address	Phone	Email
(1) <u>WOODSIDE BUILDERS, INC</u>		<u>8109554045</u>	<u>DNEMER32@comcast.net</u>
(2) _____	<u>6007 MILLER RD SUITE 9 SWARTZ CREEK MI 48473</u>		

List the names, addresses and telephone numbers of all parties authorized to represent the proposed purchaser, such as Real Estate Broker and Agent, Attorney, Mortgage Loan Officer and Lending Company, Title Company, etc.

Individual Agency/Capacity	Address	Phone	Email
(1) <u>KHALIL NEMER</u>	<u>Signatory for WOODSIDE BUILDERS</u>		
(2) <u>DAVID NEMER</u>	<u>Signatory for WOODSIDE BUILDERS</u>		

Number of Units Sought: 12 Total Purchase Price: \$ 105,168⁵⁰ Price per Unit: \$ 8764⁰⁴

Ernest Money Deposit Amount: \$ 5300⁰⁰

ATTACHED THE FOLLOWING INFORMATION:

Project Description - provide written and/or graphic materials portraying the developer's proposal for how the lots will be developed. Include specific lot numbers for non-uniform proposals or partial purchases.

Plans/Elevations - Provide a sketch, conceptual, or architectural plans that indicate general layout, size, and features of proposed homes, including elevations or sample renderings/photos of the building exterior that show materials and color for all sides.

Organization - State the full name and address of the organization. Indicate whether it operates as an individual, partnership, corporation or limited liability company. Include copies of licenses to operate in the State of Michigan, certificate of insurance, and other pertinent legal documentation. Please indicate whether the organization or its principals has ever conducted business under any other name. This information shall be provided for all organizations participating in the development of the property.

Prior Experience - Provide a description of other projects completed (as developer of as the contractor of the developer).

Project Financing - Provide a description of the financial resources for completion of the project including time schedule required to assemble needed financial commitments.

Schedule - Include a project completion schedule including starting and completion dates and other key dates as identified for action.

Purchase Offer - Indicate any conditions, contingencies, or other factors that may influence or change the above purchase price proposed.

Refundable Consideration – Earnest money, in the form of a bid bond or certified check, must accompany the proposal and meet or exceed 5% of the proposed purchase price.

WAIVER

The Bidder does hereby represent and warrant that the price in their Bid is a complete and correct statement of the price for the property in said Bid, and further, that all other information given or furnished with this Bid is complete, correct and submitted as intended by them and does hereby waive any right or claim they may now or hereinafter have by reason of errors, mistakes or omissions made by them in said Bid.

BID NON-COLLUSIVE

The Bidder does hereby represent that their Bid is genuine and not collusive or sham, and that they have not in any manner, directly or indirectly, agreed or colluded with any other person, firm or association to submit a sham Bid or to refrain from bidding or in any way to fix this Bid or that of any other Bidder, or to secure any advantage against The City of Swartz Creek.

The Bidder does hereby represent and warrant that no officer or employee of The City of Swartz Creek is directly or indirectly interested in this Bid or in any Contract which may be made under it, or any expected profits to arise there from.

BID FORM
REQUEST FOR PROPOSALS
SPRINGBROOK EAST VACANT UNITS
SWARTZ CREEK, MICHIGAN

REFERENCES

Please provide names, addresses and phone numbers of references.

1. City of Swartz Creek, Adam Zettel 8083 Civic Dr. Swartz Creek ⁶³⁵⁻⁴¹⁶⁴
2. John Mullen 7263 Maplecrest Swartz Creek 48473 635-3717
3. State Bank of Fenton, Lorci Barton 810 714 3940

LEGAL STATUS OF BIDDER

The Bidder declares the following legal status: (Check One)

A Corporation organized and existing under the laws of the State of Michigan

A Partnership consisting of the following partners:

An individual doing business as:

AUTHORIZED SIGNATURE OF BIDDER

Firm Name: Woodside Builders, Inc.

By: David K Nemer

Title: Vice President

Business Address: 6007 Miller Road Suite 9
(Street)
SWARTZ CREEK MI 48473
(City, State, Zip Code)



July 2, 2014
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

Re: Request For Proposal
Springbrook East Vacant Units
Swartz Creek, Michigan
12 vacant lot purchase

Units 39,40,41,42,43,44,51,53,54,55,56,64
Springbrook East Condominiums

Woodside Builders would formally like to propose purchase of the 12 remaining lots owned by the City of Swartz Creek. Our proposal is as follows.

Proposal Format:

- 1. Cover Sheet**
 - a. Enclosed.
- 2. Project Description**
 - a. Woodside Builders shall construct the 12 proposed lots with the same elevations and floor plans of the existing Springbrook East Development. Graphic materials are enclosed in the RFP.
- 3. Plans / Elevations**
 - a. Please find enclosed Copyrighted floor plans and elevation sketches attached in the RFP. Color of units shall be maintained similar or the same as existing Springbrook East Development.
- 4. Organization**
 - a. Woodside Builders, Inc. 6007 Miller Road, Swartz Creek, MI 48473. Operates as a corporation.
- 5. Prior Experience**
 - a. Springbrook East Condominiums, Swartz Creek, MI. Developer and Builder
 - b. Springbrook Colony Condominiums, Swartz Creek, MI. Developer and Builder
 - c. Royal Club Condominiums, Flushing, MI. Developer and Builder
 - d. Woodland Trails Condominiums, Owosso, MI. Developer and Builder
 - e. Heritage Village Homes and Condominiums, Swartz Creek, MI. Developer and Builder
 - f. Oakwood Village, Swartz Creek, MI. Developer and Builder
- 6. Project Financing**
 - a. Woodside Builders proposes to purchases lots separately one at a time at a rate of the following with cash or certified check:
 - i. Lot purchases 1-3 shall be purchased at a price of \$ 7,500 per lot = \$ 22,500
 - ii. Lot purchases 4-6 shall be purchased at a price of \$ 8,500 per lot = \$ 25,500

- iii. Lot purchases 7-9 shall be purchased at a price of \$ 9,500 per lot = \$ 28,500
- iv. Lot purchases 10-12 shall be purchased at a price of the remaining balance of \$ 28,668.50.
- b. The intent of our purchase price is to allow the City of Swartz Creek the option for Springbrook East Condominiums to recapture their investment in this project.
- c. Time schedule for purchasing the lots shall be completed within a two-year time frame.

7. Schedule

- a. Woodside Builders shall purchase one lot immediately following approval and market all lots for construction build only immediately.
- b. Completion of purchasing lots shall be within a two-year time frame.

8. Purchase Offer

- a. Woodside Builders proposes to purchase lots separately one at a time at a rate of the following with cash or certified check:
 - i. Lot purchases 1-3 shall be purchased at a price of \$ 7,500 per lot = \$ 22,500
 - ii. Lot purchases 4-6 shall be purchased at a price of \$ 8,500 per lot = \$ 25,500
 - iii. Lot purchases 7-9 shall be purchased at a price of \$ 9,500 per lot = \$ 28,500
 - iv. Lot purchases 10-12 shall be purchased at a price of the remaining balance of \$ 28,668.50.
- b. The intent of our purchase price is to allow the City of Swartz Creek the option for Springbrook East Condominiums to recapture their investment in this project.

9. Authorized Negotiator

- a. Woodside Builders, Inc.
David Nemer / Kal Nemer
810-955-4045

10. Refundable Consideration

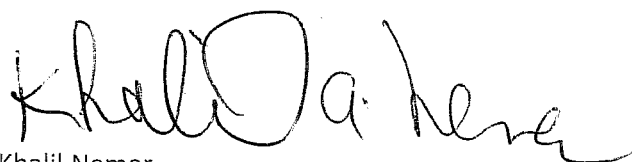
- a. Please find enclosed a certified check in the amount of \$ 5,300.

We look forward to working The City of Swartz Creek.

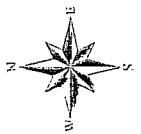
Sincerely,



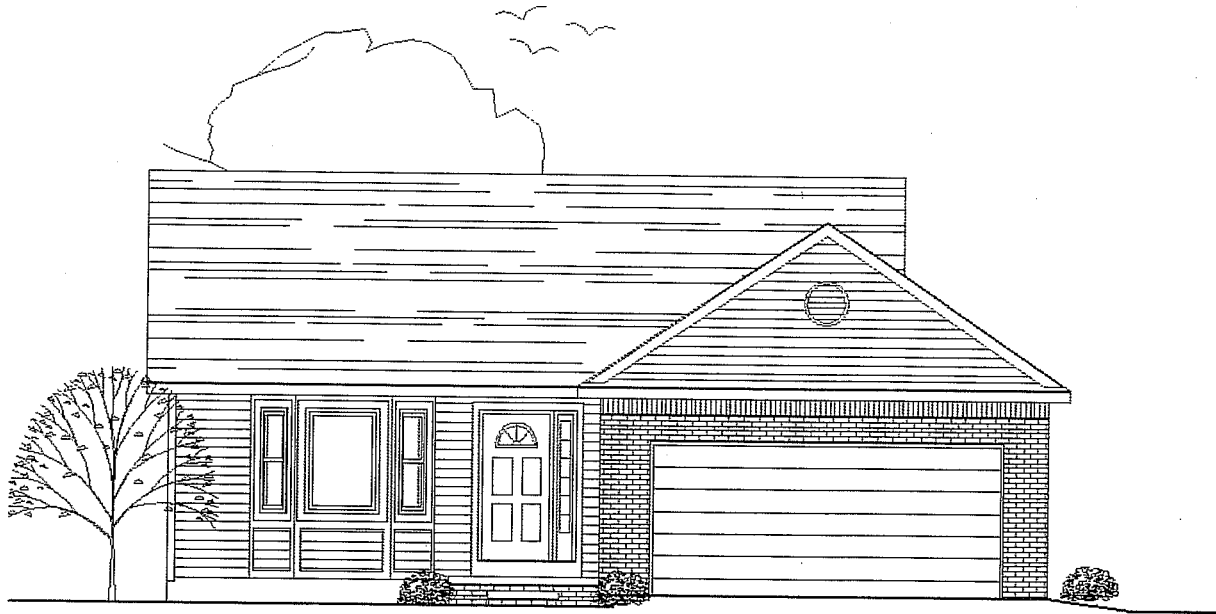
David Nemer
Woodside Builders, Inc.



Khalil Nemer
Woodside Builders, Inc.

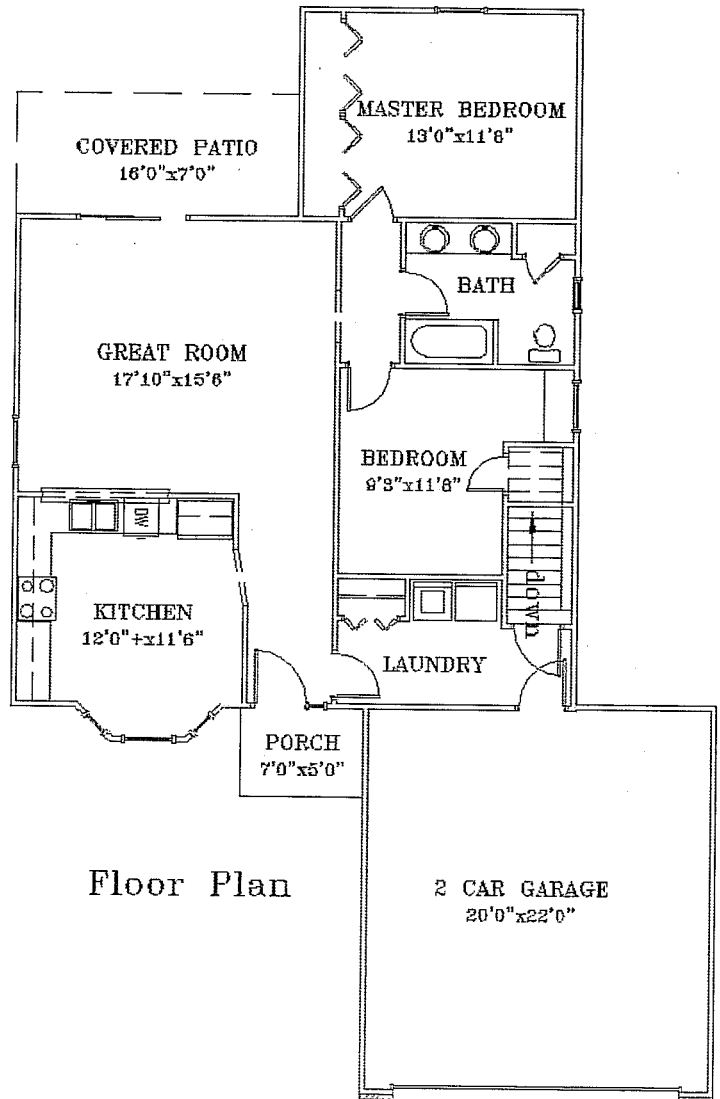


City of Swartz Creek
Springbrook East Lots



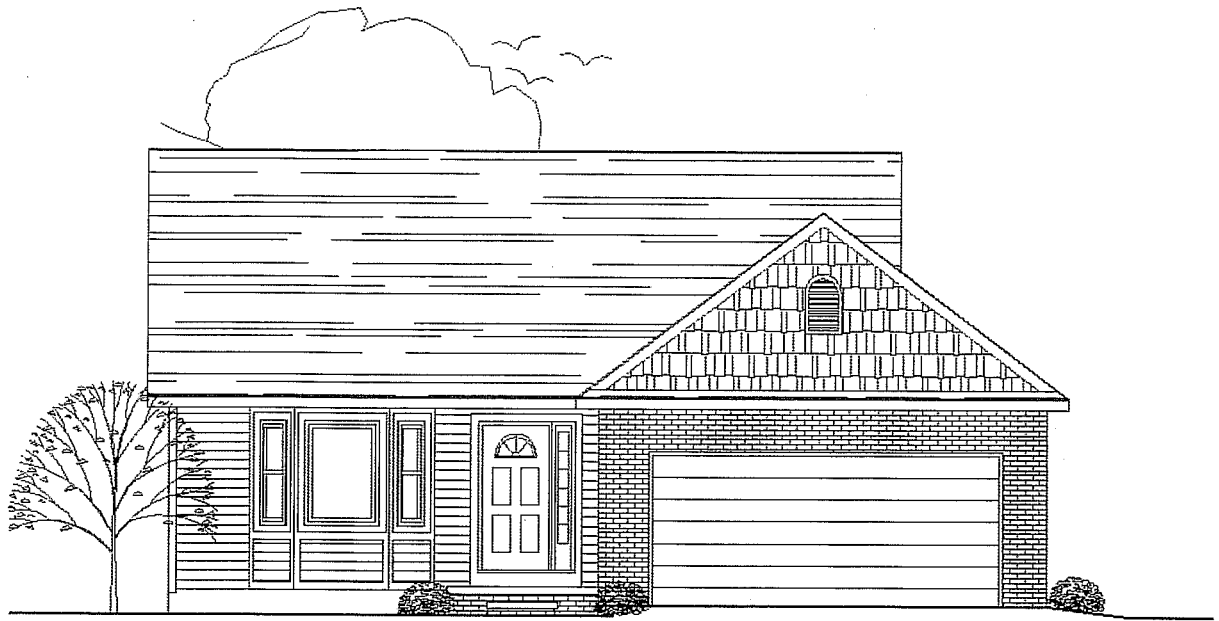
Front Elevation

BIRKSHIRE 1B
1100 square feet



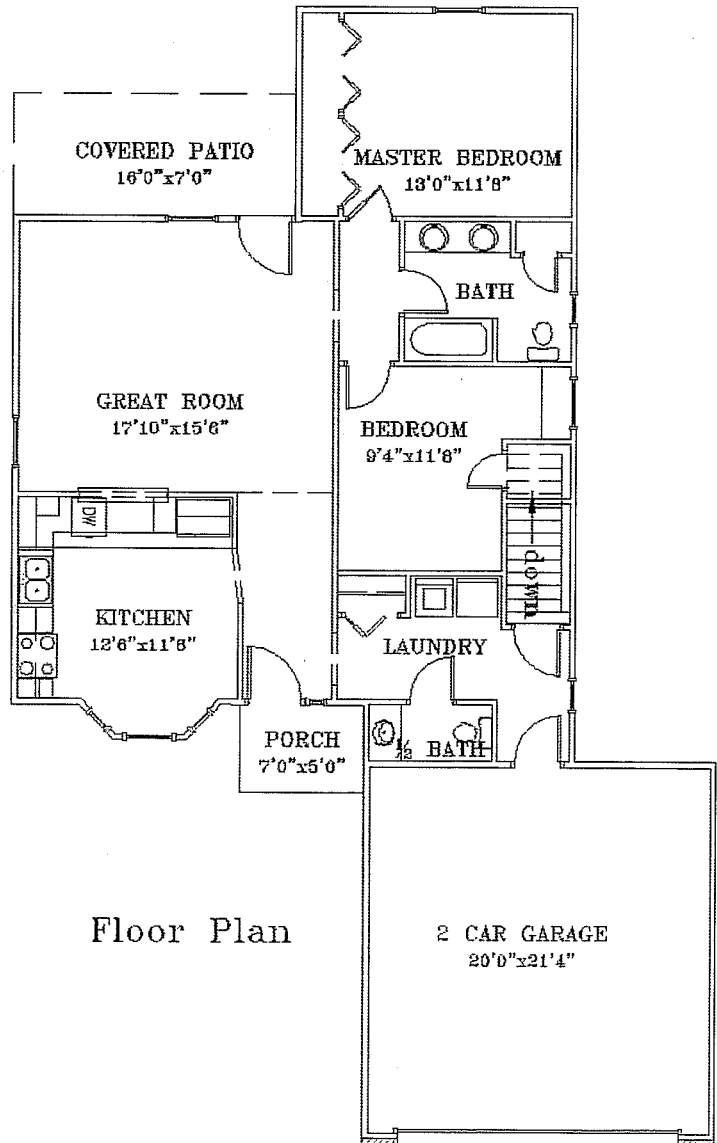
Floor Plan





Front Elevation

BIRKSHIRE 1142
1142 square feet



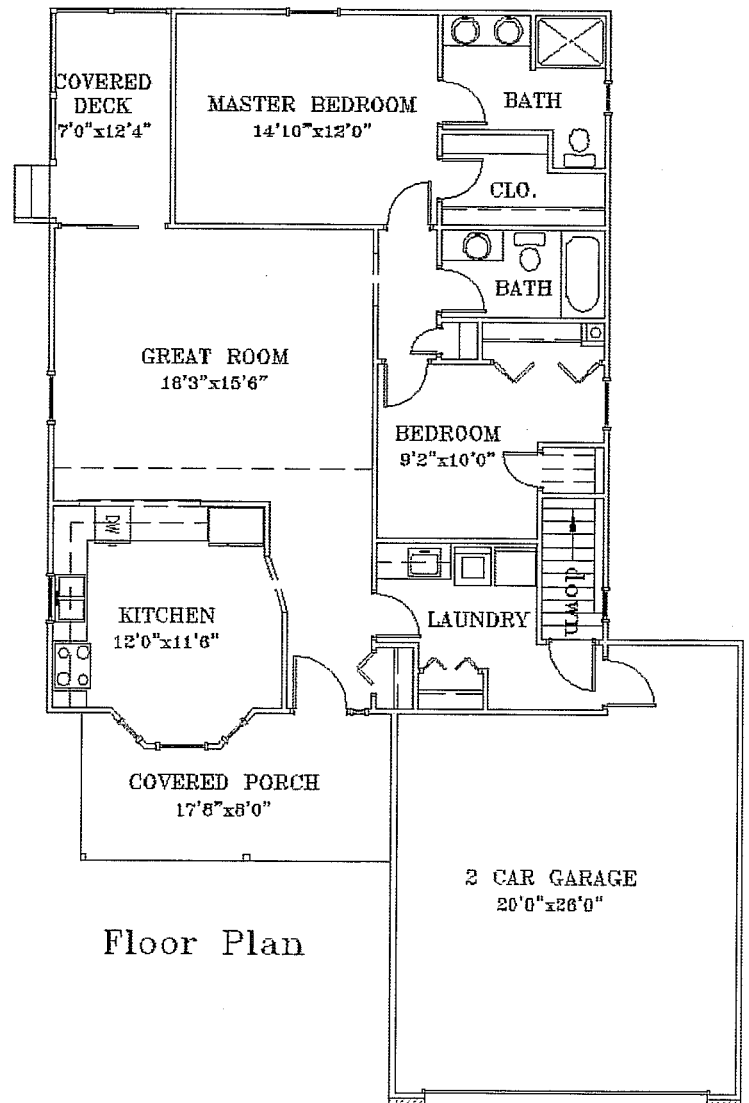
Floor Plan





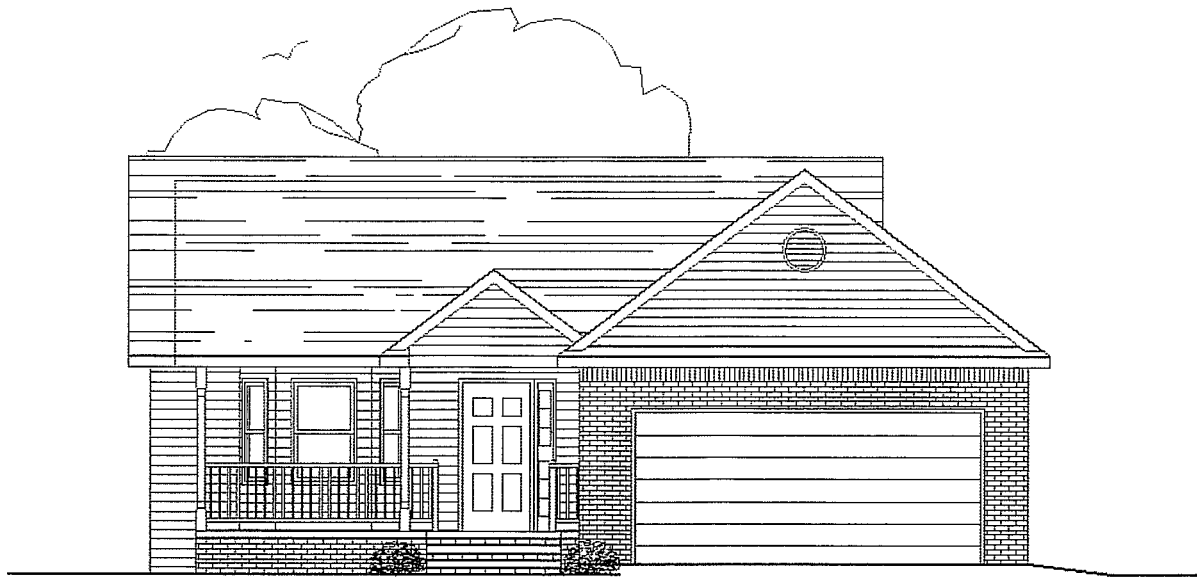
Front Elevation

BIRKSHIRE
1217 square feet



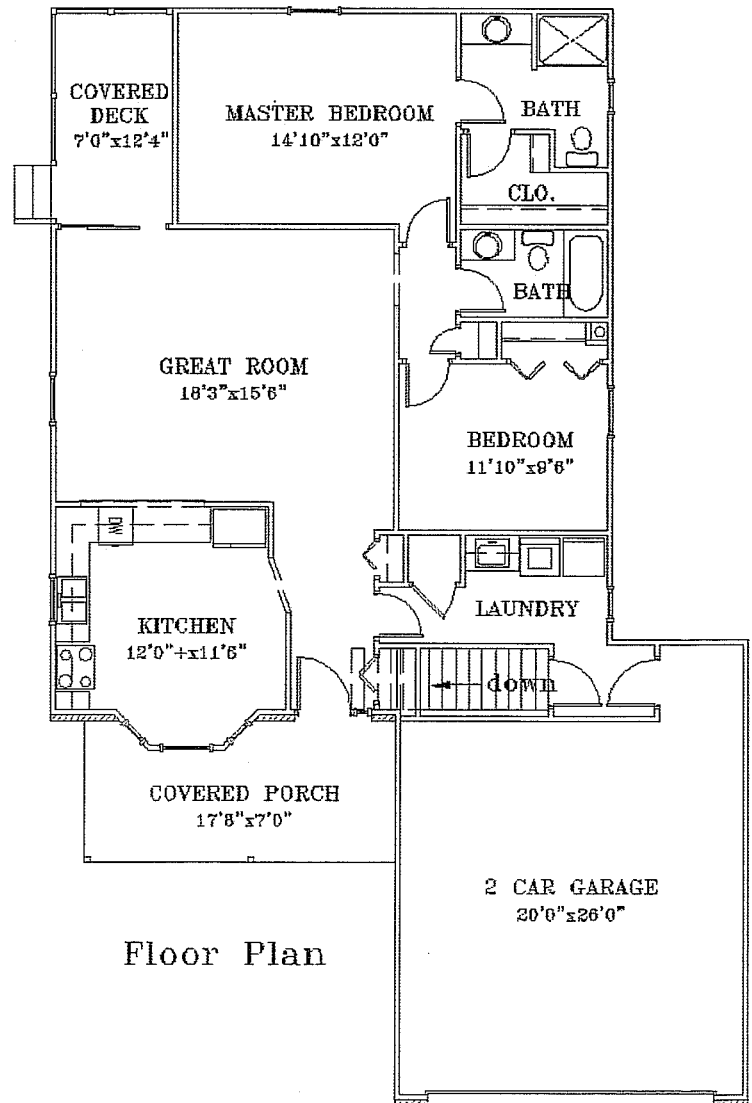
Floor Plan





Front Elevation

BIRKSHIRE
1230 square feet



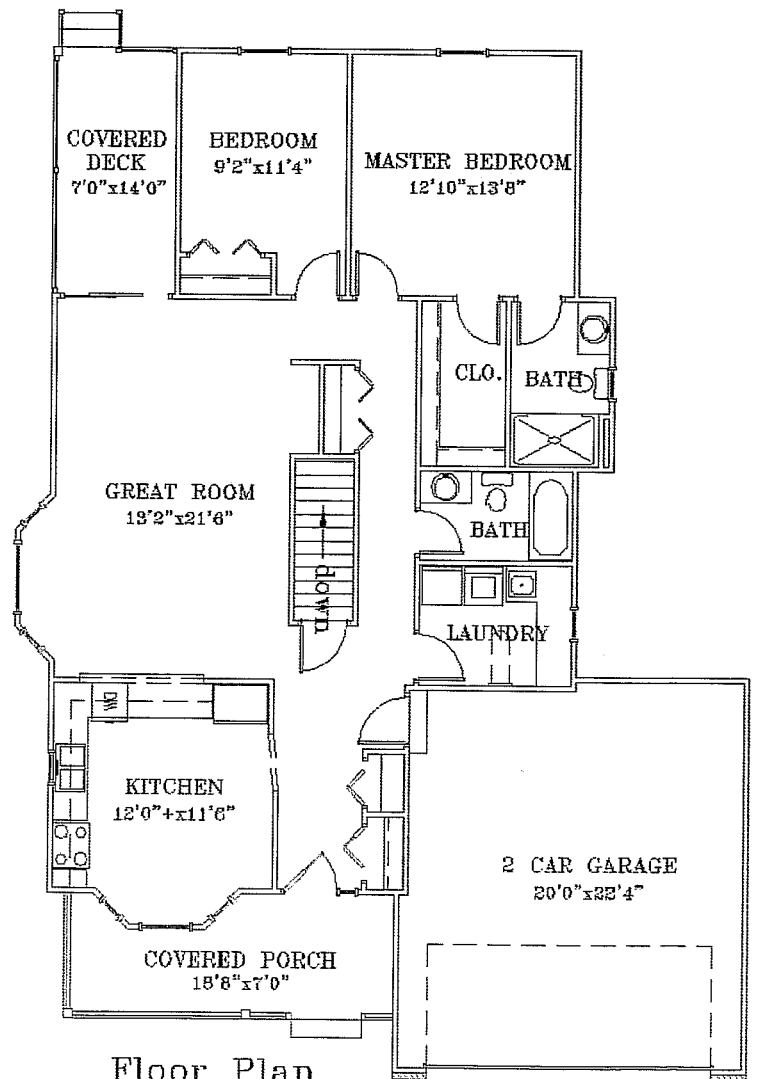
Floor Plan





Front Elevation

BIRCHWOOD 1
1280 square feet



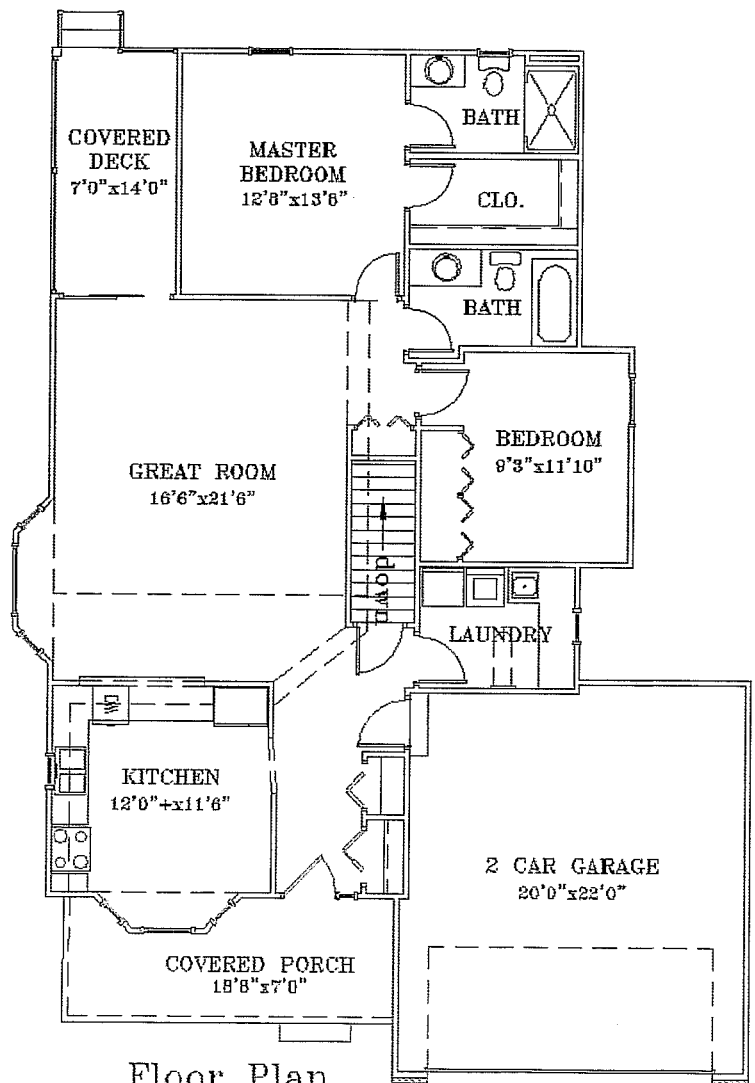
Floor Plan





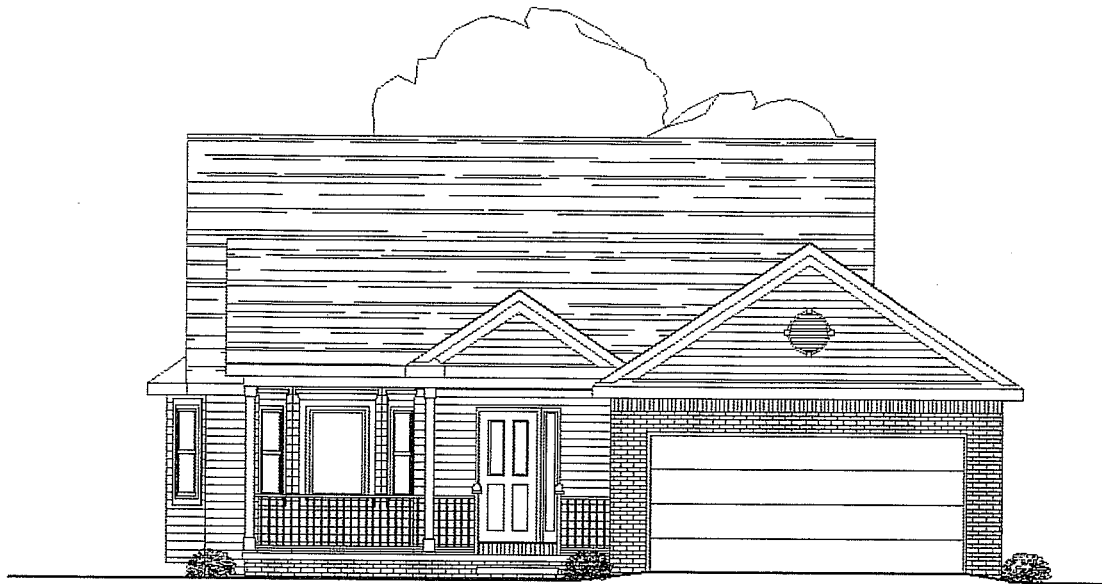
Front Elevation

BIRCHWOOD 1S
1293 square feet



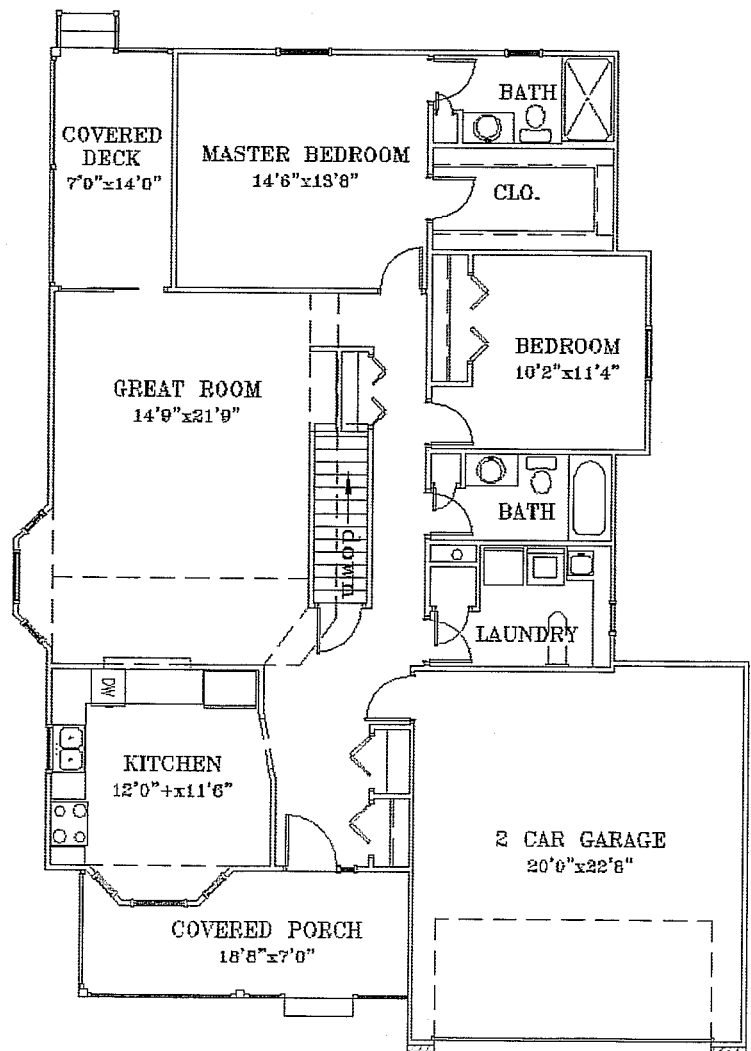
Floor Plan



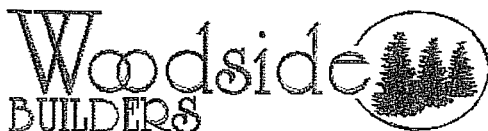


Front Elevation

BIRCHWOOD 2
1402 square feet



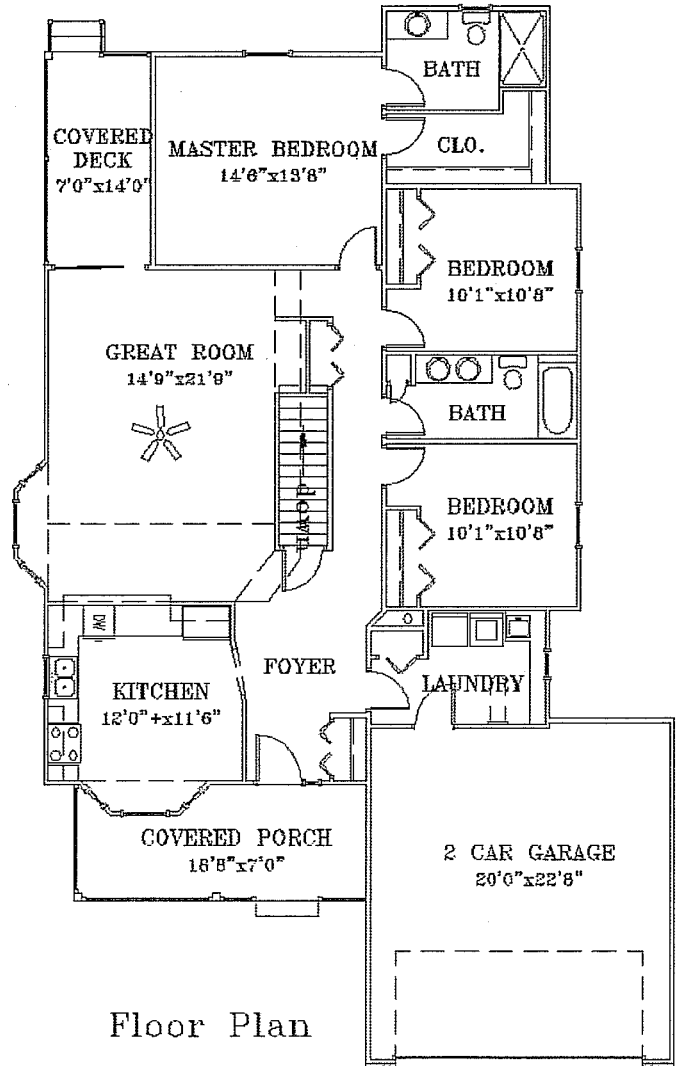
Floor Plan





Front Elevation

BIRCHWOOD 3
1558 square feet



Floor Plan



BID FORM
REQUEST FOR PROPOSALS
SPRINGBROOK EAST VACANT UNITS
SWARTZ CREEK, MICHIGAN

BID FORM
REQUEST FOR PROPOSALS
SPRINGBROOK EAST VACANT UNITS
SWARTZ CREEK, MICHIGAN

To: The City of Swartz Creek
6092 Civic Drive



*Short Sale Certified
New and Existing Home Sales
Foreclosures
Commercial*

Jim Vliet
Realtor SFR



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Fax: (888) 371-9068
Email: jvliet@charter.net

Swartz Creek, Michigan 48473

BID FORM
REQUEST FOR PROPOSALS
SPRINGBROOK EAST VACANT UNITS
SWARTZ CREEK, MICHIGAN

BID FORM
REQUEST FOR PROPOSALS
SPRINGBROOK EAST VACANT UNITS
SWARTZ CREEK, MICHIGAN

To: The City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

NAME OF PURCHASER(S)

JAMES WERT

List the names, addresses and telephone numbers of all parties that will hold title to the unit(s) after purchase.

Name	Address	Phone	Email
(1) <u>JAMES WERT</u>	<u>6501 S. HARRIS RD SWARTZ CREEK MI 48473</u>	<u>576-419-4100</u>	<u>JAMES.WERT@FIRSTCITYMI.COM</u>
(2)			

List the names, addresses and telephone numbers of all parties authorized to represent the proposed purchaser, such as Real Estate Broker and Agent, Attorney, Mortgage Loan Officer and Lending Company, Title Company, etc.

Individual Agency/Capacity	Address	Phone	Email
(1) <u>BACA DEVELOPERS</u>	<u>6501 S. HARRIS RD SWARTZ CREEK MI 48473</u>	<u>576-419-4100</u>	<u>JAMES.WERT@FIRSTCITYMI.COM</u>
(2)			

Number of Units Sought: 12 Total Purchase Price: \$ 36,000.00 Price per Unit: \$ 3,000.00

Ernest Money Deposit Amount: \$ 180,000

will contain the purchase terms and any conditions related to development of the sites potentially including a performance bond. If a purchase/development agreement is not concluded in a timely fashion, the city council, at its option, may choose to initiate negotiations with the next highest ranked applicant. The city reserves the right to reject any or all proposals, to waive irregularities and/or informalities in any proposal, and to make the award in any manner deemed in the best interest of the City of Swartz Creek.

Proposal Content and Format

Six (6) copies of the proposal shall be submitted to the city and shall be formatted in the order outlined below. Each section of the proposal must be clearly identified with the appropriate headings. Brevity in response to the application is appreciated. Additional copies may be requested if necessary.

Proposal Format

1. Cover Sheet – Bids shall include a cover sheet (bid form), provided by the city, completed and signed by the responding party.
2. Project Description - provide written and/or graphic materials portraying the developer's proposal for how the lots will be developed.
3. Plans/Elevations - Provide a sketch, conceptual, or architectural plans that indicate general layout, size, and features of proposed homes, including elevations or sample renderings/photos of the building exterior that show materials and color for all sides.
4. Organization - State the full name and address of the organization. Indicate whether it operates as an individual, partnership, corporation or limited liability company. Include copies of licenses to operate in the State of Michigan, certificate of insurance, and other pertinent legal documentation. Please indicate whether the organization or its principals has ever conducted business under any other name. This information shall be provided for all organizations participating in the development of the property.
5. Prior Experience - Provide a description of other projects completed (as developer or as the contractor of the developer).
6. Project Financing - Provide a description of the financial resources for completion of the project including time schedule required to assemble needed financial commitments.
7. Schedule - Include a project completion schedule including starting and completion dates and other key dates as identified for action.
8. Purchase Offer - indicate the amount offered for the property(ies) and any contingencies proposed.
9. Authorized Negotiator - Include the name, signature and telephone number of the person(s) in your organization authorized to negotiate an agreement with the City of Swartz Creek.
10. Refundable Consideration – Earnest money, in the form of a bid bond or certified check, must accompany the proposal and meet or exceed 5% of the proposed purchase price.

Disclosure and Cost Liability

All information in an applicant's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, known as the "Freedom of Information Act" except the

REQUEST FOR PROPOSALS
SPRINGBROOK EAST VACANT LOTS
CITY OF SWARTZ CREEK
June 13, 2014

Overview

The City of Swartz Creek, Michigan is seeking proposals for the purchase and development of twelve (12) lots (condominium units) located in the Springbrook East condominium development in Swartz Creek, Michigan. The city acquired these units under unique circumstances and now desires to sell them to a party that can develop them in a manner that compliments and strengthens the development.

Background on the City of Swartz Creek:

The City of Swartz Creek is located approximately 7 miles west of downtown Flint, Michigan, near the western edge of Genesee County. Swartz Creek has two (2) interchanges on I-69, at Morrish and Miller Roads. I-69 is an east-west highway that connects with I-75 to the immediate east, providing a north-south connection through the entire state. Miller Road is the primary east-west route through the city and provides access to the larger commercial areas to the east.

The area is steadily growing with residential and commercial uses, and duplex units such as these have been a desirable and vital part of that development.

General Information

The properties are part of a master deeded community with condominium bylaws. Site plan, bylaw, and master deed restrictions apply. The city, in cooperation with the existing home owners association, desires to ensure architectural continuity in future development.

All twelve units are to be duplex units with one common wall. Ten of the units are coupled with each other, under city ownership and without any existing structures. Two of the units will abut existing residences under private ownership.

Existing homes in this development are single story and range from approximately 1,200 to 1,600 square feet. The typical house includes a two car garage, two car concrete driveway, front & rear porches, full landscaping, and forced heat/air. Water, sewer, electric, and telecommunications are available at each site, underground. Streets are improved, with curb and gutter. The entire development is approximately ten years old, with construction ongoing.

Bids are expected to outline a plan to acquire the lots (in one purchase or with an option over a predetermined period of time) and subsequently build conforming residential structures for sale to the open market. Speculation and resale of vacant lots is not desired.

A single, immediate purchase is preferred. Phased purchases will be considered if purchase agreement or option terms are provided, including a time frame and annual escalators. Individual lot purchases will be considered.

BID FORM
REQUEST FOR PROPOSALS
SPRINGBROOK EAST VACANT UNITS
SWARTZ CREEK, MICHIGAN

REFERENCES

Please provide names, addresses and phone numbers of references.

1. ATTORNEY F. JACK DELZER 7153 W HILL ROAD, FLINT MI 48507 (510) 234-356
2. JUDGE JENNIE BARKEY - TOURATE COURT FLINT, MI 48502 - (510) 257-3530
3. DEYNIS GOULD 7237 MAPLECREST CIRCLE, SWARTZ CREEK, MI 48473 - (510) 630-8505

LEGAL STATUS OF BIDDER

The Bidder declares the following legal status: (Check One)

A Corporation organized and existing under the laws of the State of _____

A Partnership consisting of the following partners:

An individual doing business as:

JAMES REALTY AND BACA DEVELOPERS

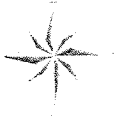
AUTHORIZED SIGNATURE OF BIDDER

Firm Name: BACA DEVELOPERS & JAMES REALTY

By: James F. Delzer

Title: REALTOR/BUILDER / OWNER

Business Address: 6505 S. MURRISH ROAD
(Street)
SWARTZ CREEK, MI 48473
(City, State, Zip Code)





6505 S. Morrish Road, Swartz Creek, Michigan 48473 Phone: (810) 919-9100 Fax: (888) 371-9068

June 30, 2014

To: The City Of Swartz Creek

Re: BID PROPOSAL, SPRINGBROOK EAST VACANT LOTS

PLANS/ELEVATIONS:

The plans and elevations for the units will vary depending on the style and size of each unit. All plans and elevations will maintain and improve the integrity of the community. No building will be built that does not meet these standards.

Attached are samples as well as photos of the existing units. Many of the existing units have all been altered from the original plan to complete the design of the clients.

Some plans as may be shown have common walls and no courtyards. These are just preliminary plans to be redesigned to fit the clients needs and style of the community. They are not to be construed as final.

All condominiums will have vinyl with brick or stone accent to match the other units.

Each unit will be built according to the issued building permits by the city.

ORGANIZATION:

The building company is BACA Developers and the Real Estate Company is James Realty.

Attached are the State Licenses of each. Both companies are individual and owned by James K. Vliet. The builders license is renewed. You can check on line at michigan.gov to see any license and whether it is active or not. The new license has not come through because of the change of address leaving the P.O Box off the license.

Both companies are Veteran Owned, having served in the U.S. Army from 1970 to 1973 and Honorably Discharged.

INSURANCE:

Each individual building site will carry its own insurance per unit as built.

PRIOR EXPERIENCE:

Other projects involved in: I was associated with Woodside Builders and licensed with Nemer Realty for several years.

I was originally hired by Mr. Nemer to manage Nemer Realty. I was stationed mostly in Springbrook Colony to sell the condos which was the beginning of Phase 4. There are 7 phases in Springbrook Colony completed.

There I met with the clients and assisted them in the drafting of their plans, job specifications and building agreement and finalizing for the building of their new condominium.

I have sold many of the units in Springbrook Colony as well as in Springbrook East, Heritage Village, Royal Club in Flushing, and Owosso.

I have been a licensed Realtor for 40 years and licensed builder for over 27 years.

PROJECT FINANCING:

The project of units will be free and clear. Each sale will be determined by the clients' type of financing. Some will pay cash and others will obtain a mortgage. Upon completion of each unit, the clients will receive a clear title at closing.

SCHEDULE:

The completion of the units will be determined by demand. As the demand grows, so will the completion of all the units.

PURCHASE OFFER:

An offer to purchase is attached. The purchase agreement is a cash offer without any contingencies or conditions.

REFUNDABLE CONSIDERATION:

The purchase agreement indicates the earnest money deposit to be held by Cislo Title and dispersed accordingly.

The City of Swartz Creek Bid Proposal fails to indicate the return of any deposit if the bid is not accepted. It also fails to indicate who will hold the deposit or who it should be issued to. Therefore the deposit is upon acceptance and in certified funds. The closing of the units to be no later than July 15, 2014 unless the City of Swartz Creek is unable to close at that time.

If the City of Swartz Creek is unable to close, by the date, then an addendum will be entered into to extend the date needed by the City.

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

A 1481929

REAL ESTATE INDIVIDUAL BROKER LICENSE

JAMES KENNETH VLIET
DBA: JAMES REALTY
6505 SOUTH MORRISH ROAD
PO BOX 326
SWARTZ CREEK, MI 48473

PERMANENT I.D. NO.

6504114307

EXPIRATION DATE

10/31/2015

AUDIT NO.

121653

THIS DOCUMENT IS DULY ISSUED
UNDER THE LAWS OF THE STATE
OF MICHIGAN.

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

A1249058

RESIDENTIAL BUILDERS' AND
MAINTENANCE & ALTERATION CONTRACTORS' BOARD
RESIDENTIAL BUILDER
LICENSE

JAMES KENNETH VLIET
DBA/ BACA DEVELOPERS
6505 S MORRISH RD
PO BOX 326
SWARTZ CREEK MI 48473

PERMANENT I.D. NO.

2101075486

EXPIRATION DATE

05/31/2014

AUDIT NO.

2441294

THIS DOCUMENT IS DULY ISSUED
UNDER THE LAWS OF THE STATE
OF MICHIGAN.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.
Flint Area Association of REALTORS® - Purchase Agreement



1. AGENCY AGREEMENT – The Buyer(s) are in receipt of the Agency Disclosure Form and acknowledge selecting the following agency representation with Selling Broker as marked below:

- Seller's Agent Buyer's Agent Transaction Coordinator
 Designated Seller's Agent Designated Buyer's Agent Dual Agent Representing both the Seller(s) and the Buyer(s)

2. OFFER TO PURCHASE – The undersigned, hereinafter known as "Buyer(s)" hereby agrees to purchase property listed with _____ and purchased through James Realty, the property commonly known as: Springbrook East Condo Sites (Vacant Land) Zip: 48473 and legally described as: Units 39,40,41,42,43,44,53,54,55,56,51,64

(Property size and square footage of all structures located herein are approximate and not guaranteed.) Tax I.D.# _____ To be provided by the City Of Swartz Creek and located in the City Village Township of Swartz Creek, County of Genesee, Michigan. Purchaser accepts all existing building and use restrictions, deed restrictions easements and zoning ordinances, if any, and to pay therefore, the sum of Thirty Six Thousand One Hundred----- dollars (\$36,100.00).

3. TERMS OF PURCHASE – As indicated by "X" below, (other unmarked terms do not apply). Payment of the cash portion of the purchase price is to be a cashier's check or certified funds.

- Cash Sale:** The full purchase price payable in the form of a cashier's check or certified funds upon the delivery of a recordable Warranty Deed conveying title in the condition provided for herein. Funds to be verified on or before 07/14/2014. In the event the Buyer(s) or Buyer(s) Agent does not provide the seller(s) Agent with verified funds by the date provided, the seller(s) may terminate this agreement by a written notice to the Buyer(s) or Buyer(s) Agent.
- New Mortgage:** The full purchase price upon the delivery of a recordable Warranty Deed conveying title in the condition provided for herein. Contingent upon property appraising for a minimum of sales price, if required and Buyer(s)'s ability to obtain a _____ mortgage, at no cost to the Seller(s) unless agreed to in writing, amortized for no less than _____ years, in the amount of _____ % of purchase price, which Buyer(s) agrees to make written application by (Date) _____, at _____ (AM/PM).

In the event that the Buyer(s) does not make written application for financing by the date provided above, the Seller(s) may terminate this agreement by written notification to the Buyer(s) or Buyer(s) Agent.

Buyer(s) hereby authorizes their lender to disclose all material facts regarding loan information to the Listing and Selling REALTORS® that are involved in this transaction. Buyer(s) Initials _____

Buyer(s) or Buyer(s) Agent to provide Seller(s) or Seller(s) Agent with a written ***mortgage commitment*** (Definition: In regards to the loan applied for, the Lender has examined and underwritten the loan regarding the Buyer(s)'s credit, income, reserves, and qualifying ratios.) by (Date) _____, at _____ (AM/PM). In the event Buyer(s) or Buyer(s) Agent does not provide the Seller(s) or Seller(s) Agent with a written mortgage commitment by the date provided above, the Seller(s) may terminate this agreement by a written notice to the Buyer(s) or Buyers(s) Agent.

Buyer(s) or Buyer(s) Agent to provide Seller(s) or Seller(s) Agent with a written ***clear to close*** (Definition: All approval conditions have been satisfied, the loan is approved and funds are available to close.) by (Date) _____, at _____ (AM/PM). In the event Buyer(s) or Buyer(s) Agent does not provide the Seller(s) or Seller (s) Agent with a written clear to close by the date provided above, the Seller(s) may terminate this agreement by a written notice of termination to the Buyer(s) or Buyer(s) agent.

Any extensions to the above time frames must be in writing and agreed to by both parties to be valid.

- Sale to Existing Mortgage or Land Contract:** Upon execution and delivery of
- A recordable Warranty Deed and subject to existing mortgage.
 - Assignment of vendee's interest in land contract.

Buyer(s) to pay the difference (approximately \$ _____) between the purchase price and the balance as of day of closing, of said mortgage or land contract bearing interest at _____ % per annum and with monthly payments of \$ _____ which _____ do _____ do not include tax and/or insurance, which Buyer(s) assumes and agrees to pay. Buyer(s) agrees to reimburse Seller(s) for any funds held in escrow. Buyer(s) to pay all taxes and insurance costs if not included in the monthly payment stated above (see paragraph 8). **SELLER(S) UNDERSTANDS THAT THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT MAY NOT RELIEVE THE SELLER(S) OF ANY LIABILITY THAT SELLER(S) MAY HAVE UNDER THE MORTGAGE(S) OR LAND CONTRACT(S) TO WHICH THE PROPERTY IS SUBJECT, UNLESS OTHERWISE AGREED TO BY THE LENDOR OR VENDOR OR REQUIRED BY LAW OR REGULATION.**

Land Contract: The down payment of _____ Dollars (\$ _____) and the execution of a _____ land contract, acknowledging payment of that sum and calling for the payment of the remainder of the purchase money of \$ _____ in _____ payments of _____ or more, which (SHALL / SHALL NOT) include interest payment at the rate of _____ % percent per annum, and which (SHALL/SHALL NOT) include prepaid taxes and insurance. The contract shall be paid in full on or before _____ years from the date of sale. Buyer(s) agrees to provide Seller(s) a recent credit report on or before _____, which must be approved or rejected in writing by the Seller(s) within _____ days of receipt of said credit report. In the event Buyer(s) does not provide the Seller(s) with a written credit report by the date provided above, the Seller(s) may terminate this agreement by a written notice to the Buyer(s).

4. **SELLER CONTRIBUTIONS-** At close of sale, in addition to Seller's normal closing cost(s), Seller hereby agrees to pay the following from their proceeds on behalf of the buyer up to: 0 % of sales price or \$ 0.00, toward Buyer closing costs, pre-pays, escrows, and buyer agency fee. _____

5. **CLOSING FEES-** When the sale is either Cash or Seller Financed, the closing fee charged by the closing agent shall be divided equally (50/50) between the Buyer and Seller. When the sale is lender financed the closing fee charged by the closing agent shall be paid in full by the buyer.

6. **PURSUANT TO THE ABOVE IDENTIFIED TERMS OF PURCHASE, SELLER(S) AND BUYER(S) AGREE TO CLOSE ON OR BEFORE July 15, 2015 (DATE) UNLESS OTHERWISE MUTUALLY AGREED IN WRITING. BUYER(S) AND SELLER(S) HAVE A RIGHT TO REQUEST A COMPLETE COPY OF CLOSING DOCUMENTS 48 HOURS PRIOR TO CLOSING.**

7. **FIXTURES AND IMPROVEMENTS** – All improvements and fixtures are included in the purchase price including, if now in or on the property, the following: all buildings, landscaping; lighting fixtures and their shades and bulbs; ceiling fans; drapery and curtain hardware; window coverings, shades and blinds; built-in kitchen appliances, including garbage disposal, drop-in ranges and range hoods; wall to wall carpeting, if attached; all attached mirrors; all attached shelving; attached work benches, stationary laundry tubs; water softener (unless rented); water heater; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on wood stoves and wood stoves connected by flue pipe; fireplace screens; inserts and grates; fireplace doors, if attached; liquid heating and cooking fuels in tank(s) at time of transfer of possession (tanks will not be empty unless now empty); liquid heating and cooking fuel tanks if owned by Seller(s); TV antenna and complete rotor equipment; all support equipment for in ground pools; screens and storm windows and doors; awnings; basketball backboard and goal; mailbox; fences; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the property.

Exclusions: _____

See attached Bill of Sale / Personal Property Statement

8. **TITLE** – As evidence of title, Seller(s) agrees to furnish Buyer(s) at Seller(s)'s cost, a title commitment and after closing, a policy of title insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and insuring the title in marketable condition. Any additional expenses incurred in obtaining a Without Exceptions Title Policy will be the responsibility of the Buyer(s). **Title Objections:** If objection to the title is made, based upon written opinion of the Buyer(s)'s attorney that the title is not marketable as required for performance hereunder, the Seller(s) shall have thirty (30) days from the date they are notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) if unable to remedy the title, to refund the deposit in full termination of this agreement. If the Seller(s) remedies the title within the time specified, the Buyer(s) agrees to complete the sale.

9. **POSSESSION** – Possession to be given immediately following closing; up to _____ days after closing by 12:00 noon; subject to rights of tenants, if any. Seller(s) agrees to pay Buyer(s) rent (which commences the day of closing), during time of Seller(s) occupancy after closing \$ _____ per day; at an amount prorated per day equal to Buyer(s) monthly payment including principal, interest, taxes, insurance, condominium dues and association dues. Seller(s) further agree and authorize said REALTOR® to retain and deposit in REALTOR®'S or designee's Trust Account, monies agreed upon during Seller(s)'s occupancy. Seller(s) further authorizes said REALTOR® or designee to disburse said funds necessary following possession, paying to Buyer(s) the amount due and returning to Seller(s) the unused portion as determined by date property is vacated and keys surrendered to Buyer(s) or the Listing REALTOR® and further paying the final water and sewer bill, if applicable, and disbursing remaining funds to the Seller(s). **The parties acknowledge that the REALTOR®(s) has no obligation implied or otherwise for seeing that the premises are vacated on the date specified or for the condition of the premises, etc., but is acting only as an escrow agent for holding of the occupancy deposit. If possession is for more that 50 days occupancy money is to be released in 30-day increments, if requested by Buyer(s).**

9a. At the time of possession, the Seller(s) agree to have the property free and clear of trash, debris and in "broom clean" condition. Seller will maintain utilities and property in its present condition until time of possession including but not limited to lawn care and snow removal Buyer(s) acknowledges responsibility of transferring all utilities the day possession is given.

9b. Any notification received by the Seller(s) pertaining to the property must be disclosed to the Buyer(s) prior to closing.

9c. If Seller(s)'s Tenants occupy the property, then:

- Seller(s) will have the tenants vacate the property before closing.
- Buyer(s) will be assigned all Landlord Rights and security deposit and rents pro-rated to date of closing, with Buyer(s) assuming Landlord Rights and obligations the day of closing.

10. **TAXES – TAXES ARE PRO-RATED BASED UPON THIS AGREEMENT BETWEEN THE BUYER(S) AND THE SELLER(S).** Seller(s) agrees to pay all taxes, fees and assessments that are a lien against the premises as of the time of closing. Further, at closing, the immediately previous December and July, if any, **tax bills will be prorated as paid in advance** based upon the current year of January 1st through December 31st and July 1st through June 30th respectively, unless otherwise agreed to herein. Other:

LOCAL MUNICIPALITIES' TAXES MAY BE BASED ON DIFFERENT DUE DATES AND HAVE NO EFFECT ON TAX PRO-RATIONS AGREED UPON IN THIS PURCHASE AGREEMENT.

Buyer(s) acknowledge that they are responsible for all real estate tax bills due after date of closing.

The Personal Residence Exemption Status of the above named property and the potential property assessment increase due to change of ownership should be verified by Buyer(s) with the taxing entity.

11. **BUYER(S) AGREES** that they have examined the before identified property, the Seller(s)'s property disclosure, if applicable and agrees to accept the same "AS IS" unless otherwise hereafter specified: As Is except the City of Swartz Creek to provide clear title to each site. Any and all liens etc to be clear at closing.

12. **ALL REQUESTED INSPECTIONS AND TESTS BELOW MUST BE COMPLETED BY _____ UNLESS OTHERWISE AGREED TO BELOW.** If not satisfied with the condition of the property, the Buyer(s) shall notify the Seller(s) and/or Seller(s)'s Agent in writing with a copy of the inspection report(s) if requested specifying any defective or unsatisfactory condition(s), no later than 5 calendar days following inspection. **If no written notice of a defective condition is received or no inspection or test is held within the time allotted, the right to inspect shall be deemed waived and the Buyer(s) accepts the property "as is".** In the event of a timely and valid notice of unsatisfactory defect or unsatisfactory test result, the Buyer(s) shall have the option to request Seller(s) to correct the defect, or terminate this agreement with full refund of the Earnest Money Deposit to the Buyer(s). In the event Buyer(s) requests a correction of the defect, Seller(s) has the option to **notify in writing within 5 calendar days of said notice** agreeing **to** correct the defect as outlined above or the **Buyer(s)'s Earnest Money Deposit will be returned in full termination of this agreement.**

1. Yes No **WELL/WATER TEST:** Sale subject to Buyer(s)'s receipt and satisfaction of well/water test.
Test to be paid by: Seller(s) Buyer(s)

2. Yes No **SEPTIC TEST:** Sale subject to Buyer(s)'s receipt and satisfaction of septic test.
Test to be paid by: Seller(s) Buyer(s)

- 3. Yes No **RADON TEST:** Sale subject to Buyer(s)'s receipt and satisfaction of radon test.
Test to be paid by: Seller(s) Buyer(s)
- 4. Yes No **PERCOLATION TEST:** Sale subject to Buyer(s)'s receipt and satisfaction of perk test.
Test to be paid by: Seller(s) Buyer(s)
- 5. Yes No **INFESTATIONS TEST FOR WOOD DESTROYING INSECTS:** Sale subject to Buyer(s)'s receipt and satisfaction of infestations test for wood destroying insects by licensed contractor.
Test to be paid by: Seller(s) Buyer(s)
- 6. Yes No **SURVEY:** Sale subject to Buyer(s)'s receipt and satisfaction of a
 MORTGAGE: Yes No **STAKE:** Yes No
Survey to be paid by: Seller(s) Buyer(s)
- 7. Yes No **HOME INSPECTIONS:** Sale subject to Buyer(s) receipt and satisfaction of inspection
Inspection to be paid by: Seller(s) Buyer(s) To be completed by: _____

BUYER(S) ELECT TO WAIVE THEIR HOME INSPECTION OPPORTUNITY, they acknowledge that they are doing so against the advice of the REALTOR®(s) involved in this transaction. Initial _____

- 8. Yes No **OTHER INSPECTION OF:** _____
Test to be paid by: Seller(s) Buyer(s) To be completed by: _____

NOTICE: If mortgage report (survey) is required by mortgage lender, said lender may deny financing due to easements, encroachments or other unforeseen circumstances. Buyer(s) shall be required to pay for said inspection unless otherwise agreed to in writing.

NOTICE: Lender may require the above mentioned inspection(s) as a condition of financing. If checked "no" and lender requires this report, Buyer(s) shall be required to pay for said inspection unless otherwise agreed to in writing.

LENDER REQUIRED REPAIRS, if any, shall be paid by:
 Seller(s) not to exceed \$_____. Buyer(s) not to exceed \$_____.

Yes No **HOME WARRANTY**
Paid for by: Seller Buyer

13. RECEIPT OF DISCLOSURES – Buyer(s) acknowledge that they have received copies of the following:
 Agency Disclosure Lead Based Paint Seller(s)'s Disclosure Land Division Act, P.A. 87 Exempt under Sellers Disclosure Act #92 of 1993

14. FEES OR CONSIDERATIONS – Buyer(s) and Seller(s) hereby acknowledge notice of the fact that REALTOR®(s) may accept a fee consideration with regard to the placement of a loan, mortgage, home warranty, life, fire, theft, title insurance, casualty or hazard insurance arising from this transaction and expressly consent thereto as required by the provisions of rules promulgated under the Michigan Real Estate Licensing Law.

15. The Seller(s) and Buyer(s) agree that the terms of this transaction may be released to the Flint Area Association of REALTORS® for distribution according to the rules and regulations promulgated for distribution of the same.

16. "TIME IS OF THE ESSENCE" - With respect to this agreement, the parties agree that no extensions of time limits are binding unless specifically agreed to in writing. This agreement shall be construed without regard to the party or parties responsible for its preparation.

17. BINDING ARBITRATION – Any claim or demand of Seller(s) or Buyer(s) arising out of the agreement but limited to any dispute over the disposition of any earnest money deposits or arising out of or related to the physical condition of any property covered by this agreement, including without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the American Arbitration Association for residential arbitration. This is a voluntary agreement between the Buyer(s), Seller(s) and REALTOR® Broker/REALTOR® agents. Failure to agree to

arbitrate does not affect the validity of this agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of Michigan law governing arbitrations, MCL 600.5001; MSA 27A.5001, as amended, and the applicable court rules, MCR 3.602, as amended. **This agreement is enforceable as to all parties and REALTOR® Broker(s) / REALTOR® Agent(s) who have agreed to arbitrate as acknowledged by their initials below.** The terms of this provision shall survive the closing.

Seller(s) Initials	_____	Buyer(s) Initials	_____
REALTOR® Broker(s)	_____	REALTOR® Broker(s)	_____
REALTOR® Agent(s) Initials	_____	REALTOR® Agent(s) Initials	_____

18. DEFAULT – In the event Seller(s) or Buyer(s) defaults in the completion of this transaction, Seller(s) or Buyer(s) may pursue his or her legal or equitable remedies. In the event of Buyer(s) default, the earnest money deposit shall be forfeited.

19. REALTOR'S® AUTHORIZATION – The undersigned REALTOR®(s) is hereby authorized to present this offer to the Seller(s), and to obtain the Seller(s)' signature to which written acceptance of this Purchase Agreement, when signed, and acceptance conveyed to the buyer, shall constitute a binding agreement between Buyer(s) and Seller(s). The Buyer(s) herewith deposits the sum of One Thousand Eight Hundred Five ----- Dollars (\$ 1,805.00) in the form of Certified Funds goodwill or earnest money that Buyer(s) will comply with the terms and conditions hereof and within the time limited therefore, which sum is to be credited on the purchase price in the event the sale is completed or refunded forthwith if offer is not accepted by Seller(s) making this agreement null and void. Said deposit must be verified in REALTOR®'s account before deposit can be refunded to Buyer(s).

20. RECEIPT - REALTOR® on this date, acknowledges receipt from the Buyer(s) of the amount of earnest money herein before mentioned. All deposits are to be held in the Selling REALTOR®'s trust account, unless otherwise specified, in accordance with the terms hereof and in accordance with the current regulations of the Michigan Department of Consumer and Industry Services. Or unless otherwise specified: Deposit upon Acceptance. Deposit to be held by Cislo Title and dispersed accordingly.

Date: _____ Office ID # (_____) Company: _____
 By: _____ SALESPERSON, Perm. ID #: (_____) Phone: _____

21. AGREEMENT – The Buyer(s) and Seller(s) agree that they have read this document and understand thoroughly the contents herein and agree that there are no different or additional written or verbal understandings. The covenants herein, shall also bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties. This entire agreement supercedes any and all understandings and agreements, and both parties agree that neither party has relied on any representation of the REALTOR®, his/her REALTOR® salesperson(s) or REALTOR®'s agent(s) concerning the fitness and condition of the property. **The REALTOR® and his/her REALTOR® agent(s) assume no responsibility for the condition of the property or for the performance of the contract. The parties hereto hold harmless the real estate offices and agents for any adverse conditions.** We acknowledge that REALTOR®(s) are not acting as appraisers, builders, accountants, environmentalists, inspectors, tax advisors, or lawyers. **The Buyer(s) and the Seller(s) agree that a facsimile transmission or electronic signature of any original document shall have the same effect as an original. Any signature required on an original shall be considered complete when a facsimile copy has been signed.**

22. OTHER TERMS AND CONDITIONS - City of Swartz Creek to provide good clear marketable title at closing. Purchaser is prepared to close with 5 days upon clear title from the City Of Swartz Creek. Purchaser is a licensed real estate broker and builder in the State of Michigan.

23. ACKNOWLEDGEMENT – Buyer(s), by signing this offer, further acknowledges receipt of a copy of this written offer. Buyer(s) has the right to rescind this offer in writing until notice is given to Buyer(s) or Buyer's Agent of Seller(s)'s acceptance. If notice of acceptance of this offer by the Seller(s) is not given by (Date) July 14, 2014 at 7:00 ~~AM~~/PM, this offer will expire and be of no further force and effect.

<u>James Vliet</u>	<u>M</u>	<u>[Signature]</u>	<u>06/10/14</u>
Buyer: Print Name	Marital Status	Buyer: Signature	Date
_____	_____	_____	_____
Buyer: Print Name	Marital Status	Buyer: Signature	Date

Address: 6505 S. Morrish Road City: Swartz Creek State: Mi Zip: 48473 Phone: 810-919-9100

24. **SELLER(S) ACCEPTANCE** – Seller(s)'s hereby accept the Buyer(s)'s offer and acknowledge receipt of a copy of this agreement.

_____ Seller: Print Name	_____ Marital Status	_____ Seller: Signature	_____ Date
_____ Seller: Print Name	_____ Marital Status	_____ Seller: Signature	_____ Date
Address: _____ City: _____ State: _____ Zip: _____ Phone: _____			
_____ Witness		_____ Date	

25. **COUNTER OFFER** – This Purchase Agreement is amended as follows:

Seller(s) has the right to rescind this offer in writing and accept other offers until notice is given to Seller(s) or Listing Agent of Buyer(s)'s acceptance. If notice of acceptance of this offer by the Buyer(s) is not given by (Date) _____ at _____ AM/PM, this offer will expire and be of no further force and effect.

_____ Seller: Print Name	_____ Marital Status	_____ Seller: Signature	_____ Date
_____ Seller: Print Name	_____ Marital Status	_____ Seller: Signature	_____ Date
Address: _____ City: _____ State: _____ Zip: _____ Phone: _____			
_____ Witness		_____ Date	

26. **BUYER'S ACCEPTANCE OF COUNTER OFFER** – (Date) _____ at _____ AM/PM. In the event the acceptance was subject to certain changes from Buyer(s) offer, Buyer(s) agrees to accept said changes, and all other terms and conditions remain unchanged.

_____ Buyer: Signature	_____ Buyer: Signature
_____ Witness	_____ Date

27. **REALTOR® CONTACT INFORMATION** –

_____ Buyer(s) REALTOR® Name	_____ Seller(s) REALTOR® Name
_____ Broker / Company Name	_____ Broker / Company Name
_____ Company Phone Number	_____ Company Phone Number
_____ Agent Email/Cell Phone	_____ Agent Email/Cell Phone

The company providing the insurance afforded by this coverage is indicated above.

REAL ESTATE PROFESSIONALS ERRORS AND OMISSIONS DECLARATIONS

THIS IS A CLAIMS MADE INSURANCE POLICY. PLEASE READ IT CAREFULLY.

PRODUCER: Pearl Insurance Group
PRODUCER #: 08938

POLICY NUMBER: PEG9164693-3

THIS IS A CLAIMS MADE POLICY. THE POLICY APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. THE CLAIM MUST BE REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD OR WITHIN 60 DAYS AFTER THE END OF THE POLICY PERIOD. CLAIM EXPENSES ARE IN ADDITION TO THE LIMIT OF LIABILITY. PLEASE REVIEW THIS POLICY CAREFULLY.

Item 1. NAMED INSURED:
James Kenneth Vliet dba James Realty

Item 2. ADDRESS:
6505 Morrish Rd
Swartz Creek, MI 48473-7636

Item 3. POLICY PERIOD: FROM 03/24/2014 TO 03/24/2015
12:01 A.M. Standard Time at the address of the **Named Insured** as stated herein.

Item 4. LIMITS OF LIABILITY
A. Limits of Liability \$ 1,000,000 Each Claim \$ 1,000,000 Policy Aggregate
B. Fair Housing Discrimination Limit of Liability \$ 250,000 Aggregate

Item 5. DEDUCTIBLE \$ 2,500 Each Claim

Item 6. PREMIUM: \$ 595 *

Item 7. RETROACTIVE DATE 3/24/2011

Item 8. NOTICES TO BE SENT TO:
Report A Claim
XL Select Professional Claims
100 Constitution Plaza
17th Floor
Hartford, CT 06103
Material Changes
Pearl Insurance Group, LLC
1200 East Glen Avenue
Peoria Heights, IL 61616
1/800-447-4982

Item 9. FORMS AND ENDORSEMENTS ATTACHED AT POLICY EFFECTIVE DATE:
JPP-PF (04/11) Real Estate Errors & Omissions Policy Form
JPP-MI1 (06/05) Michigan Changes
JPP-134 (03/08) Open House Endorsement

DATE: 04/02/2014

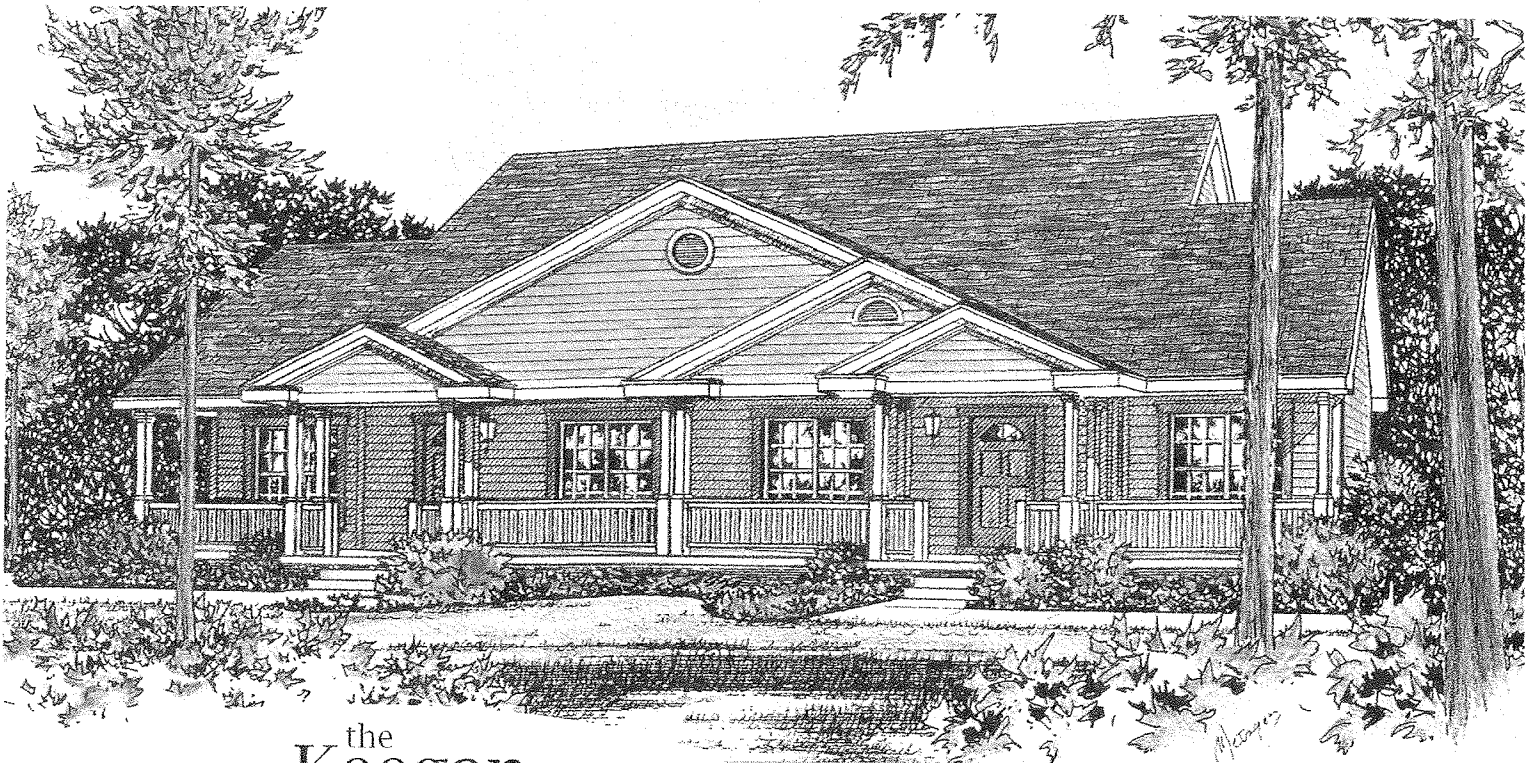
Authorized Representative



Gary P. Pearl

President and CEO



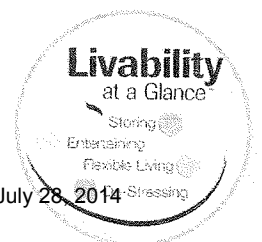
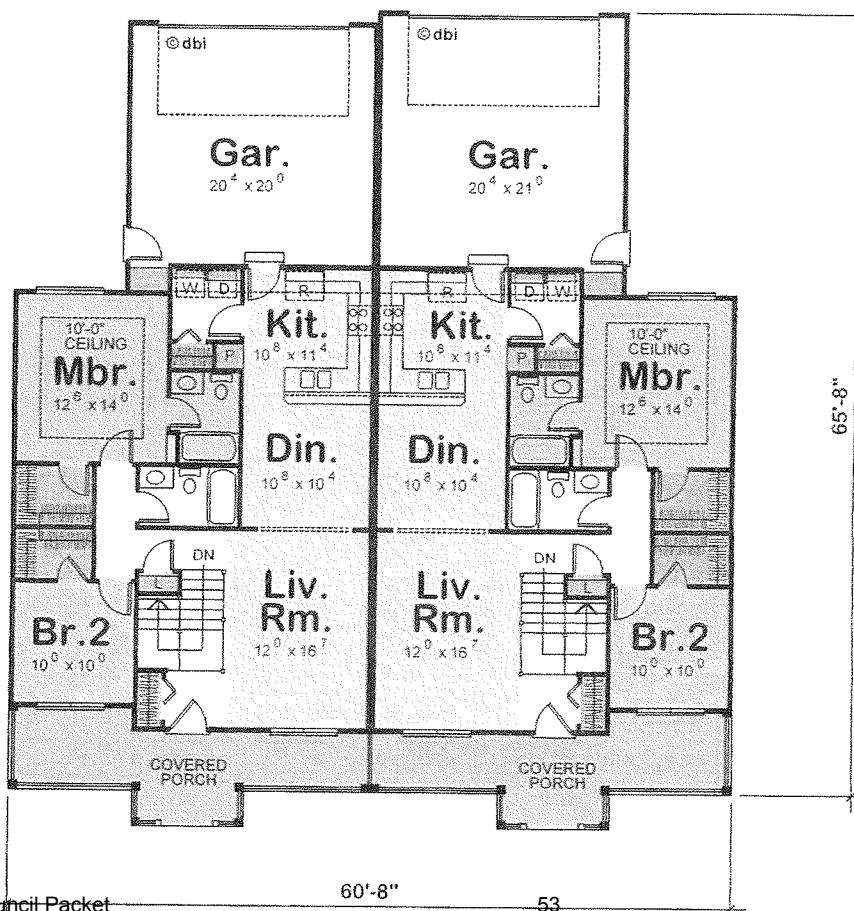


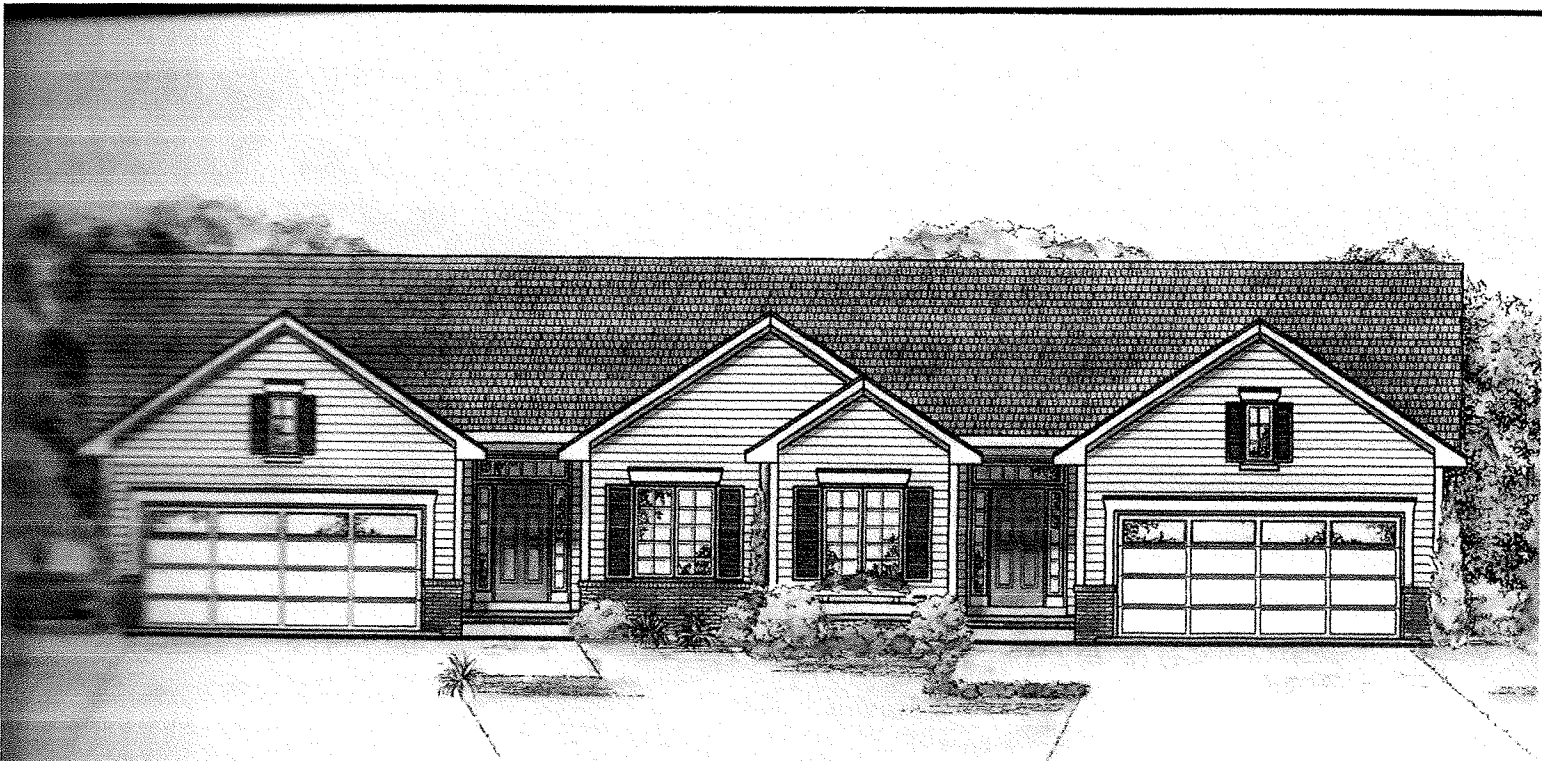
the
Keegan
6741-9AD pricecode 2x

Standard Foundation, Basement

Note: 9 Ft. Main Level Walls

Left	Right
Total Square Ft. 1142	Total Square Ft. 1142

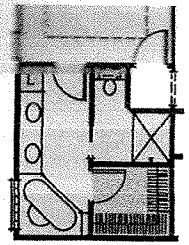




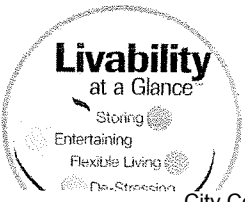
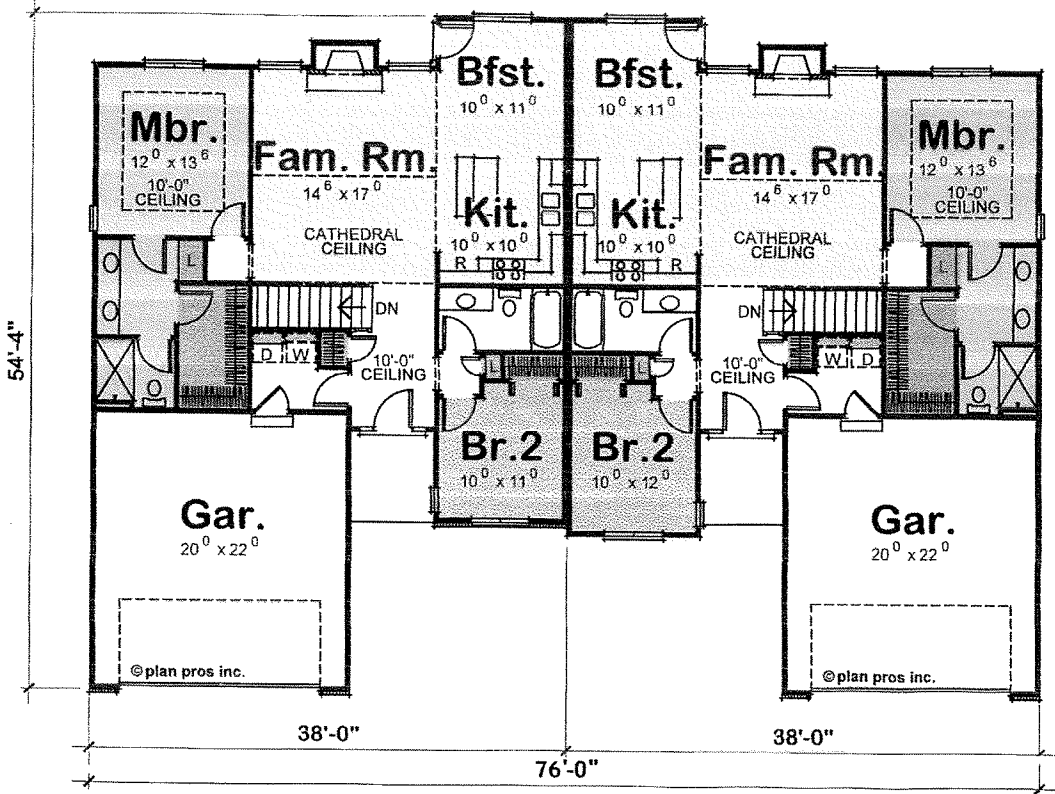
Standard Foundation, Basement Note: 9 Ft. Main Level Walls

the
Lassiter
29084-9AD pricecode 2x

Left	Right
Plan No. 1209	Total Square Ft. 1220



Alternate Master Bath



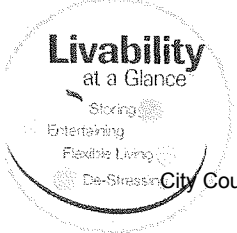
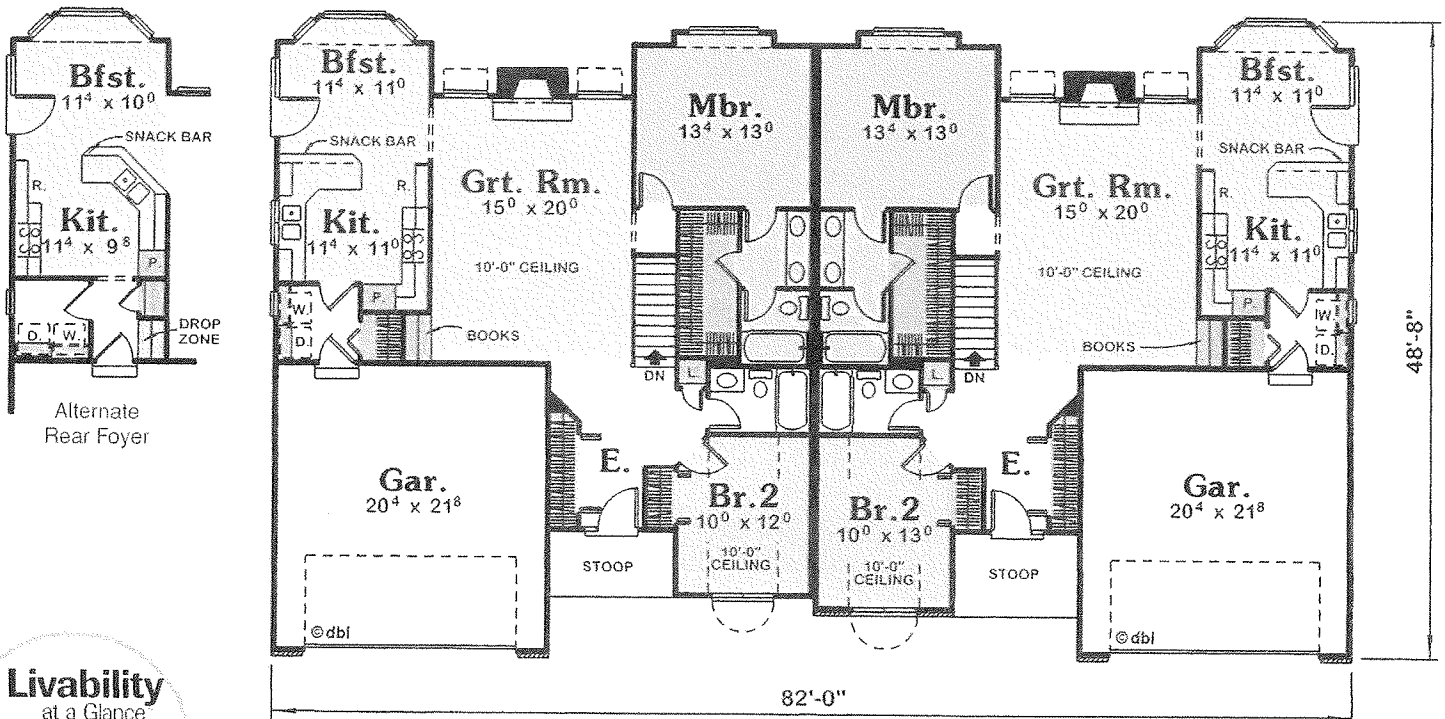


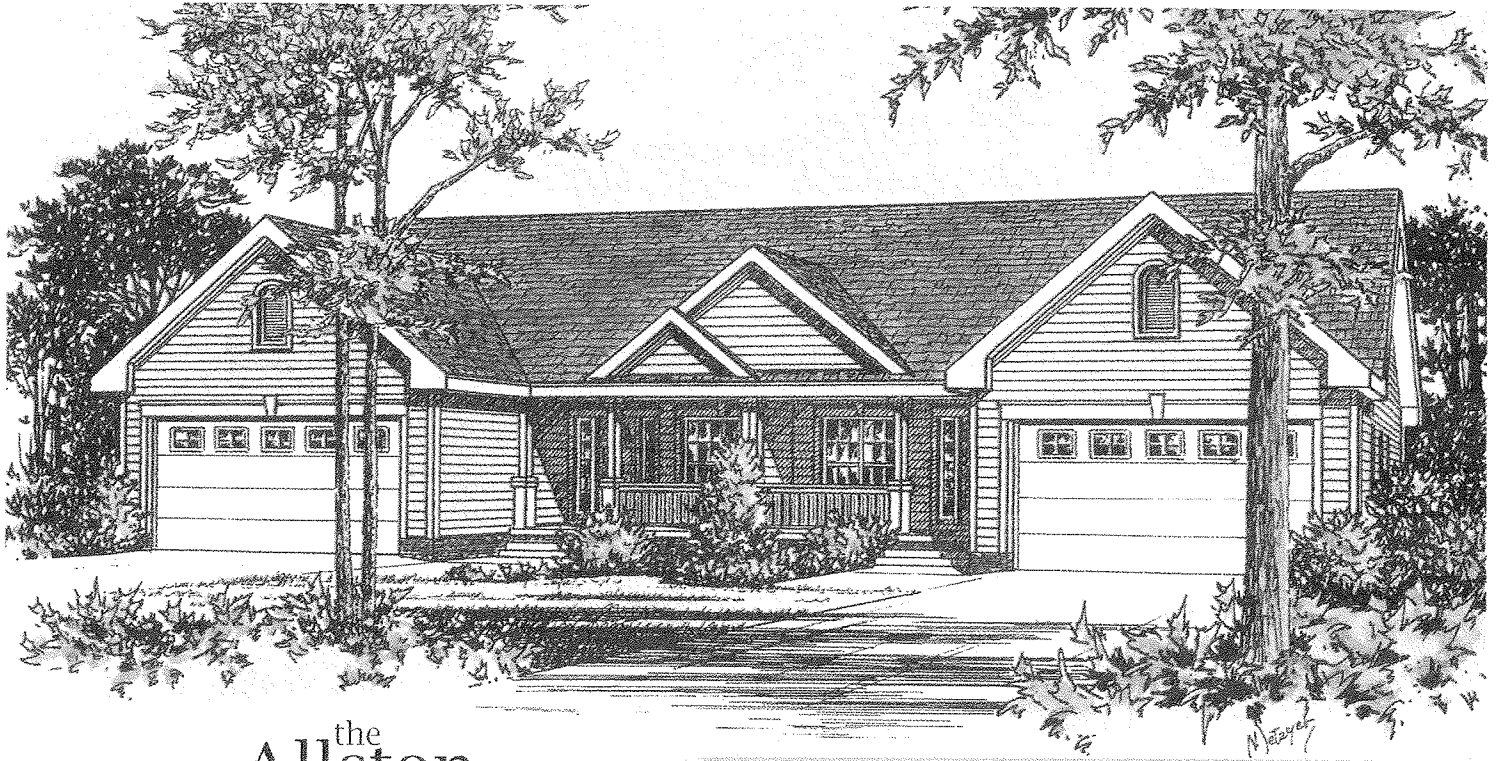
Standard Foundation, Basement Note: 8 Ft. Main Level Walk

the Clear Brook

4623-9AD pricecode 2X

Left	Right
Total Square Ft. 1242	Total Square Ft. 1253

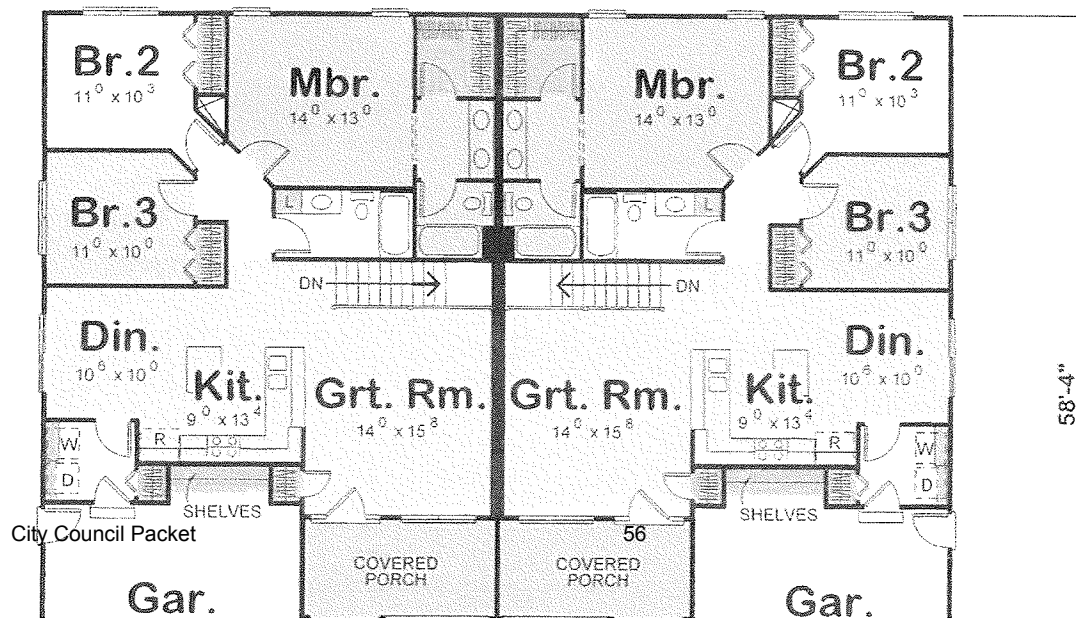




the
Allston
7603-9AD pricecode 2x

Standard Foundation, Basement Note: 9 Ft. Main Level Walls

Left	Right
Total Square Ft. 1311	Total Square Ft. 1311



City Council Packet

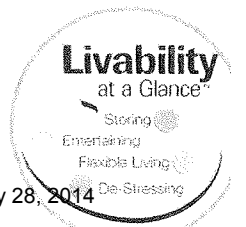
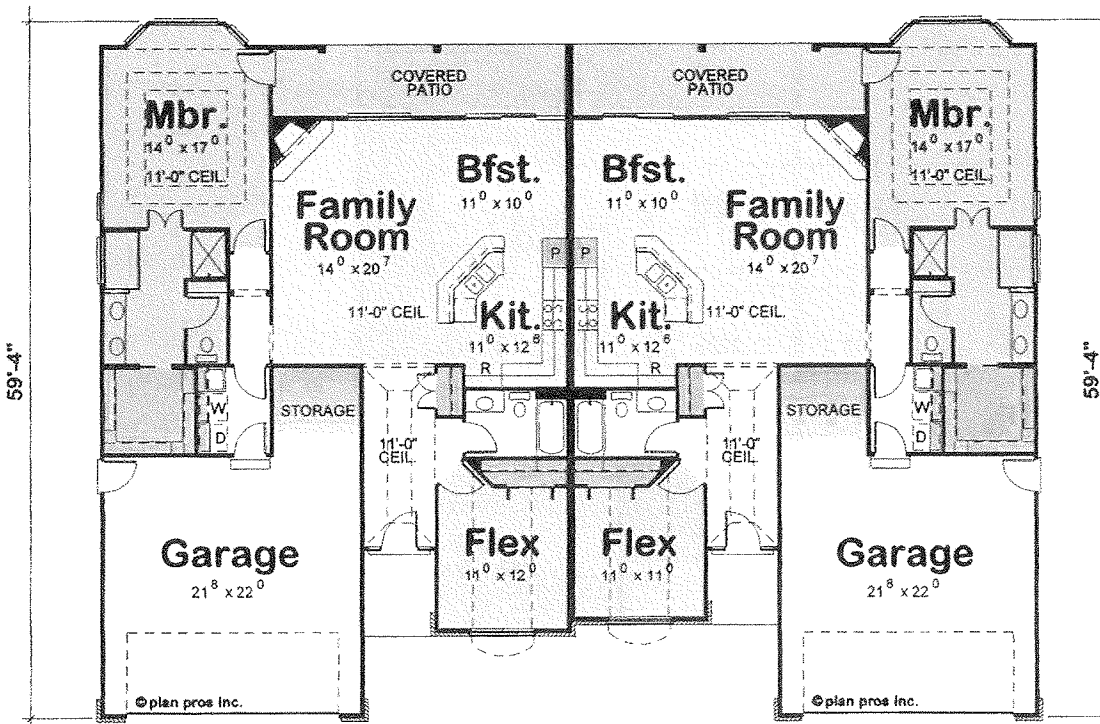
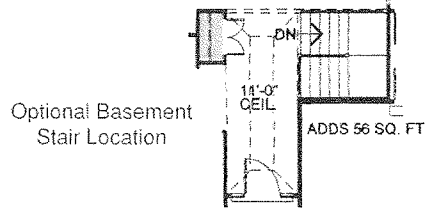
July 28, 2014



the
Pollard
29308-9AD pricecode 2x

Standard Foundation: Slab Note: 9 Ft. Main Level Walls

Left	Right
Total Square Ft. 1435	Total Square Ft. 1423



BID FORM
REQUEST FOR PROPOSALS
SPRINGBROOK EAST VACANT UNITS
SWARTZ CREEK, MICHIGAN

To: The City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

Name of Purchasers: Jeremy and Jodie Morgan; J. W. Morgan Construction, L.L.C.

List the names, addresses and telephone numbers of all parties that will hold title to the unit(s) after purchase.

1. J.W. Morgan Construction – 7152 Seymour Rd., Swartz Creek, MI 48473 –810-635-9228
2. Jeremy and Jodie Morgan – 7152 Seymour Rd., Swartz Creek, MI 48473 – 810-630-0715

List the names, addresses and telephone numbers of all parties authorized to represent the proposed purchaser, such as Real Estate Broker and Agent, Attorney, Mortgage Loan Officer and Lending Company, Title Company, etc.

1. Jeremy Morgan – 7152 Seymour Rd., Swartz Creek – 810-691-6281
2. Jodie Morgan – 7152 Seymour Rd., Swartz Creek – 810-577-8220
3. Matt Henry – Realtor - Banacki Properties- 9001 Miller Rd., Swartz Creek – 810-630-8032

****Any further additions to this list will be submitted in writing to the city as changes arise.**

Number of Total Units Sought: 10 (Specifically units 39-44 and 53-56) to be purchased collectively and requesting first rights to purchase unit 51 and 64 in a future purchase to be finalized no later than Jan. 1, 2016

Total Purchase Price: \$25,000 for the 10 units with an additional \$4,500 for acquisition of units 51 and 64

Price per Unit: \$2,500 per unit for the initial 10 units

Ernest Money Deposit Amount: \$1,250

****With respect to monthly association fees, we would respectfully request that fees not be assessed for units until they have structures that have sold. This certainly can be something**

that we can discuss as there would be obvious concerns with respect to mowing, grounds management or other issues. We are not opposed to having a conversation and outlining a plan that is workable for the Springbrook East Condo association, Springbrook East residents as well as our own financial budget.

Project Description:

Plan Specifications:

We are currently working with a designer from Design Basics L.L.C. to modify one of two plans that we believe both fits the existing aesthetics of Springbrook East as well as meets the expectations that we desire to offer to future residents. Enclosed are the preliminary plans that we are looking to alter. Our first choice is the Hollbrook II. We have indicated modifications that would be made to the plan. Should this not meet the footprint or expectations laid out, then we have selected the Pollard. Should the cost to build either of these plans exceed that of market value for Springbrook East and another plan need to be considered, we will submit any such plans to the committee for review and consideration.

Given the cost of plans and the additional cost to make changes and given our desire to be good stewards of our money, we are waiting to make final changes to any plan, which would require purchasing those plans, until we know our definite, future involvement in Springbrook East. Should our bid be accepted, we will submit final plans to the committee prior to building for final approval.

Until that time, please see the enclosed plans that we believe would be a welcomed addition to the Springbrook East community.

Please know, for all condos built, our plan is that they be built with a barrier free entrance and have a handicap friendly interior with the potential to be barrier free in the future with minimal re-construction should the need arise for any owner.

Building Specifications:

Exterior materials will consist of brick, front of garage and partial front gable, vinyl siding and asphalt shingles with colors being Earth-tone or red in color (specifically brick).

Exterior walls will be 2 X 4 construction conventional framed with a trussed roof system.

The foundation wall will be no less than 8 inches thick with load bearing walls longer than 45 feet 10 inches thick. Basement will have egress to code.

Organization:

Please the following enclosed documents:

1. Operating agreement for J.W. Morgan Construction, L.L.C.
2. Copies of Licenses for J.W. Morgan Construction, L.L.C. and Jeremy Wayne Morgan
3. Certificates of Insurance

This entity previously did business as J.W. Construction, but changed the name when filing for a Limited Liability Corporation in the early 2,000's.

Prior Experience:

I have been in business for 17+ years as a builder and remodeler. As a young builder, I strongly desired to build homes at the start of the housing boom. My desire was to get one house built so that someone could see my work and what my company and I were capable of building. Once I was able to obtain financial backing, I did just that. The first home is located at 8410 Grand Blanc Rd., Swartz Creek. We continued with spec homes, building in Crosswinds subdivision (Swartz Creek) and Flagstone Pointe subdivision (Flushing), and soon were sought out by clients for building custom homes. Through the Parade of Homes held during the early 2000's, I was able to earn awards for various homes that I built.

I believe that my company is best known for attention to detail and the desire to offer each client the best quality at their price point. With that being said, I am willing to be honest with clients when they are seeking after a product that may not be in their best interest or meet their need exactly. I am not looking to just "make a sale," but rather to do what is in the best interest of the client.

I am currently serving my second year as President of the Builder's and Remodeler's Association of Mid-Michigan (formerly known as the Builder's Association of Metro Flint). I have previously held office as Vice President and Secretary. I am also a member of the local BNI chapter in Swartz Creek which meets at Cornerstone Baptist.

Please see enclosed picture of previous homes and work we have completed.

Project Financing:

Land purchases would be made with cashier's check or such, so that land would be owned free and clear. We are in discussions at this time with an agent from Financial Plus Credit Union and are following 2 other leads at potential agencies regarding construction lending for the building of the condos.

The goal is to obtain a revolving lending construction line just for the duration of this project. In theory, lending would be available to get two units constructed up through completion and have finances available to get a foundation and shell started for 2 more units. Once the initial two units have sold, units 3-4 would then be completed. Unless of course there are signed contracts and qualified buyers for all the units, at which time, they would be completed without hesitation.

Schedule (barring any unforeseen circumstances or difficulties of which we are unaware at this time):

Upon notification regarding property, the following timeline would be set forth:

By the end of July 2014 –

Final plans would be purchased, changes made and plans submitted to committee for final approval

By the end of August 2014 –

Project Financing will be solidified with the goal to have tap-ins paid for and building permits/plans submitted

By mid – September 2014 –

Be able to dig initial foundation and begin construction

Within 90-120 days of digging the foundation –

The initial 2 units should be built to completion with Certificate of Occupancy obtained

By the end of the 2014 –

Goal would be to have at least the shell of units 3-4 constructed

Within 2015- possibly 2016

Build the remaining 6 units

References: Please see enclosed sheet with names and numbers

LEGAL STATUS OF BIDDER

The Bidder declares the following legal status:

Jeremy Morgan operates J.W. Morgan Construction L.L.C. as a Limited Liability Company that is licensed and insured.

WAIVER

The Bidder does hereby represent and warrant that the price in their Bid is a complete and correct statement of the price for the property in said Bid, and further, that all other Information given or furnished with this Bid is complete, correct and submitted as intended by them and does hereby waive any right or claim they may now or hereinafter have by reason of errors, mistakes or omissions made by them in said Bid.

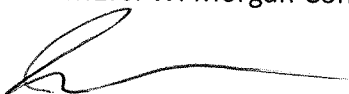
BID NON-COLLUSIVE

The Bidder does hereby represent that their Bid is genuine and not collusive or sham, and that they have not in any manner, directly or indirectly, agreed or colluded with any other person, firm or association to submit a sham Bid or to refrain from bidding or in any way to fix this Bid or that of any other Bidder, or to secure any advantage against The City of Swartz Creek.

The Bidder does hereby represent and warrant that no officer or employee of The City of Swartz Creek is directly or indirectly interested in this Bid or in any Contract which may be made under it, or any expected profits to arise there from.

AUTHORIZED SIGNATURE OF BIDDER

FIRM NAME: J. W. Morgan Constructions, L.L.C.

By: 

Title: Member

Business Address: 7152 Seymour Rd., Swartz Creek, MI 48473

Design 42222
The Hollbrook II

1 Story with 2 bedrooms & 2 total bathrooms

Main Level Sq. Ft.: 1,470
Total Finished Sq. Ft.: 1,470

Style: Traditional
Standard Foundation: Basement

Max Width: 45'-0" Wide
Max Depth: 54'-0" Deep
Main Level Ceiling Ht: 9'0"
Upper Level Ceiling Ht: 0'0"

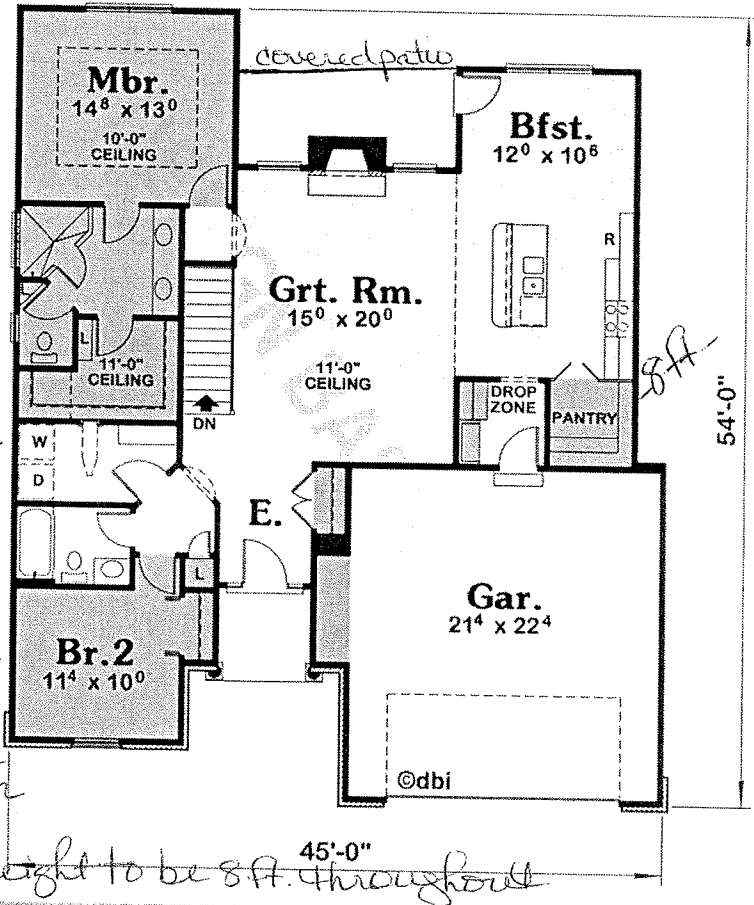
Front Garage Size: 2 stalls
Garage Sq. Ft.: 515



DESIGN Basics Design #42222

Changes to Plan

- ⊙ Mirror image to create duplex
- ⊙ Pitch of roof line to be dropped to be more in line with that of existing structures
- ⊙ Covered Patio - extend the roof line
- ⊙ Common wall at garage with approx 8 ft between main structure of units
- ⊙ Units to be built on level & handicap friendly
- ⊙ Fireplace to be optional upgrade for custom units
- ⊙ Ceiling height to be 8 ft. throughout



ENTERTAINING	
DE-STRESSING	
STORING	
FLEXIBLE LIVING	

Livability Index SM | **28**

Entertaining
 De-Stressing
 Storing
 Flexible Living

Plan Pricing

Your right to build documents:
Construction license only - \$423.00
Dimensional plan - \$507.00

Construction sets/drawings:
PDF electronic file full price - \$775.00
1 set reproducible file full price - \$775.00
4 sets reproducible file full price - \$850.00
8 sets reproducible file full price - \$970.00
CAD file full price - \$1,275.00

Right reading reverse:
Available for this design. - \$250.00

Livability at a Glance™

ENTERTAINING
 DE-STRESSING
 STORING
 FLEXIBLE LIVING

ORDER NOW!

800.947.7526 X158

Design 29308
The Pollard

1 Story with 2 bedrooms & 2 total bathrooms

Main Level Sq. Ft.: 1,435
Total Finished Sq. Ft.: 1,435

Style: *Traditional*
Standard Foundation: *Slab*

Max Width: 80'-0" Wide
Max Depth: 59'-4" Deep
Main Level Ceiling Ht: 9'0"
Upper Level Ceiling Ht: 0'0"
Ridge Height: 23'4"

Front Garage Size: 2 stalls
Garage Sq. Ft.: 552

Kitchen Size: 11'-0" x 12'-6"
Kitchen Island: 5'-8" x 7'-3"
Breakfast Size: 11'-0" x 10'-0"

Master Suite Size: 14'-0" x 17'-0"
Master Suite Bath Size: 10'-4" x 11'-3"

Laundry Size: 6'-0" x 7'-7"



The halves of this print would be swapped with the garages again sharing a common wall

ENTERTAINING	■
DE-STRESSING	■
STORING	■
FLEXIBLE LIVING	■

Livability Index **29**

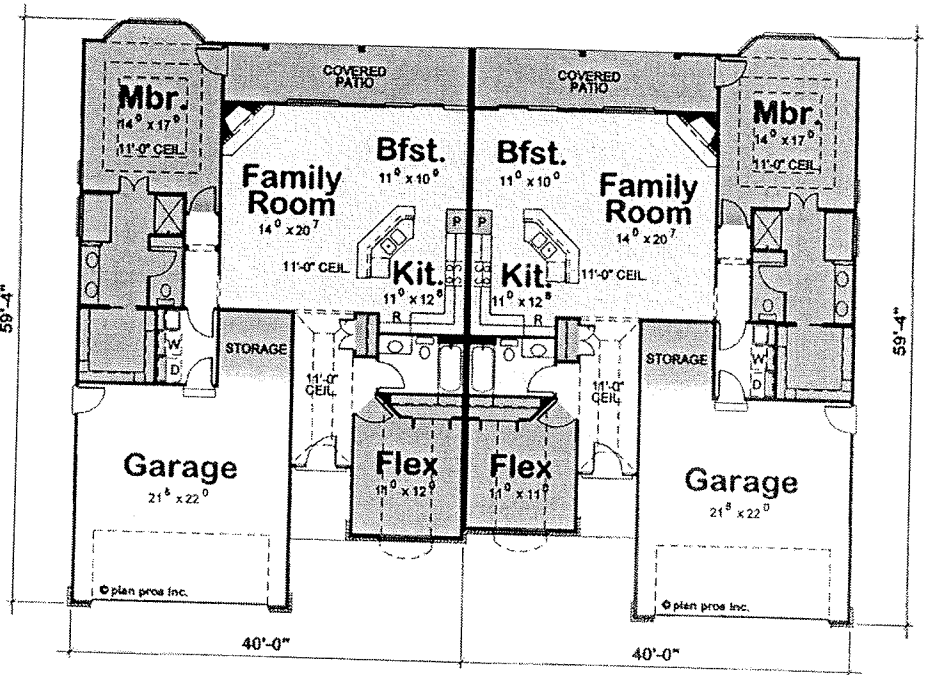
Entertaining ■ De-Stressing ■ Storing ■ Flexible Living

Plan Pricing

Your right to build documents:
Construction license only - \$875.00
Dimensional plan - \$957.00

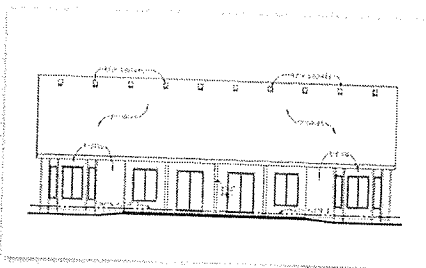
Construction sets/drawings:
PDF electronic file full price - \$1,680.00
1 set reproducible file full price - \$1,680.00
4 sets reproducible file full price - \$1,755.00
8 sets reproducible file full price - \$1,875.00
CAD file full price - \$2,180.00

Right reading reverse:
Available for this design. No Add. Cost



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ENTERTAINING ■ DE-STRESSING ■ STORING ■ FLEXIBLE LIVING



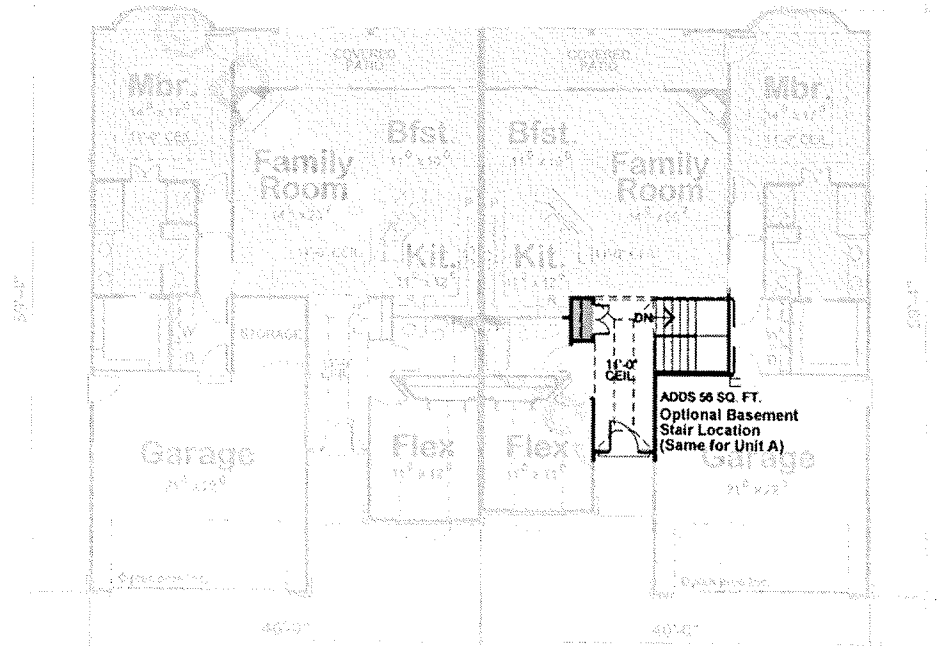
ORDER NOW!

800.947.7526 X158

Design 29308
The Pollard

1 Story with 2 bedrooms & 2 total bathrooms

Main Level Sq. Ft.: 1,435
 Total Finished Sq. Ft.: 1,435



Livability at a Glance™ ENTERTAINING DE-STRESSING STORING FLEXIBLE LIVING

J.W. MORGAN CONSTRUCTION, LLC

7152 SEYMOUR RD.
SWARTZ CREEK, MI 48473
OFFICE/FAX (810) 635-9228
CELL (810) 691-6281

List of Referrals

Roni Dickerson – Realtor
ReMax Town and Country
(810) 217-9137

Cindy Sullivan
First Merit Bank
(989) 751-8932

Phil Banacki
Hickory Creek Homes
(810) 397-4278

Terry Brannon
Second story addition
(810) 635-3590

Mike Zeid
4444 Bristol Rd.
(248) 496-3405

Sandy Raffaelli
Rebuild garage
(810) 287-1941

Dorothy Silvis
Remodeling
(989) 400-1093

John Katsenberger
Michigan Lumber
(810) 223-7274

Carl and Karen Steinbock
custom home
(810) 732-4815

Ron and Terri Hudson
custom home
(248) 245-2519

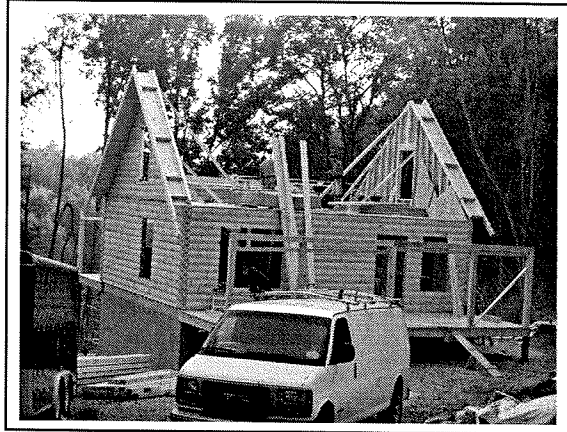
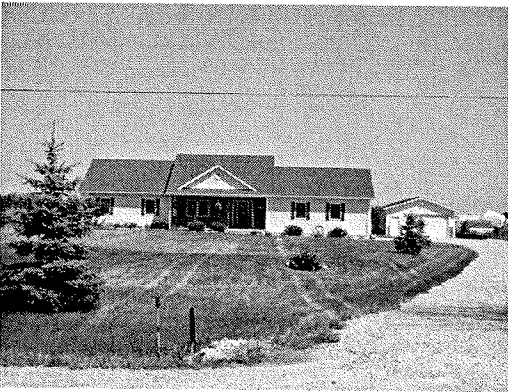
Ed and Elaine Dobrowolski
Addition and remodel
(810) 423-3092

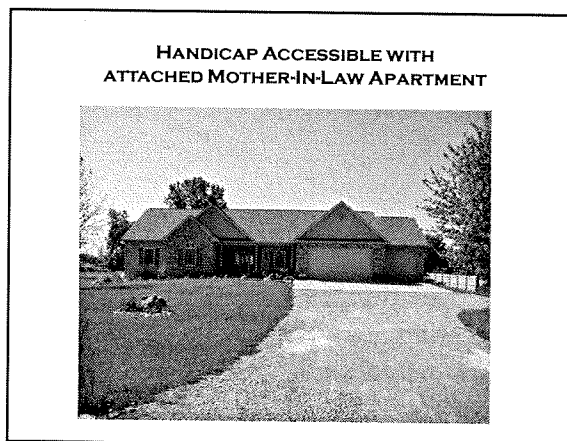
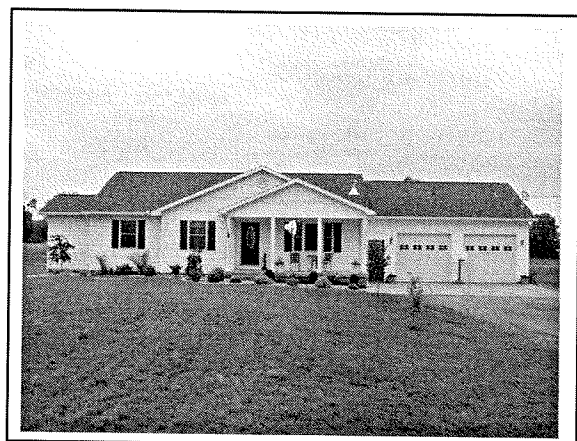
Matt Henry - Realtor
Banacki Properties
(810) 691-4158

**J. W. MORGAN
CONSTRUCTION, L.L.C.**

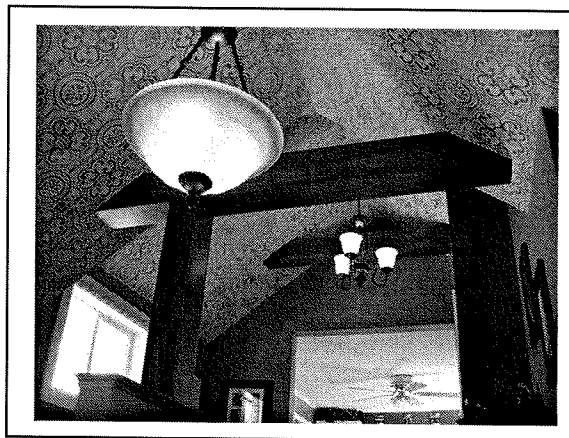
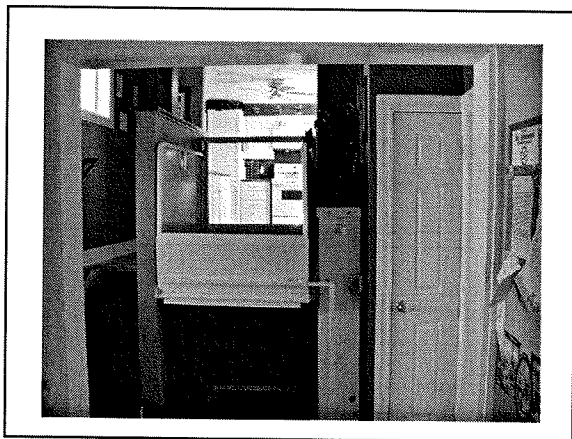
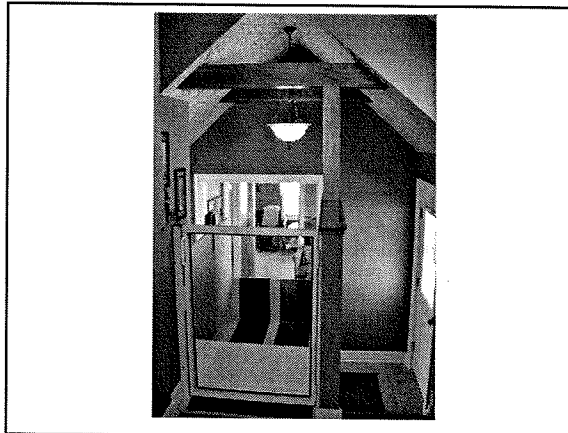
**A NAME YOU CAN TRUST...
THE QUALITY THAT YOU
DESERVE!**

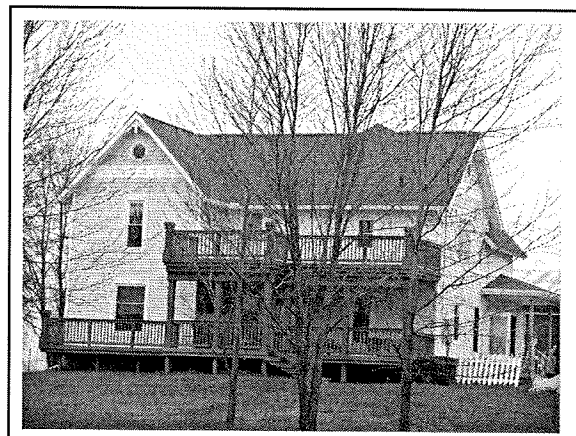
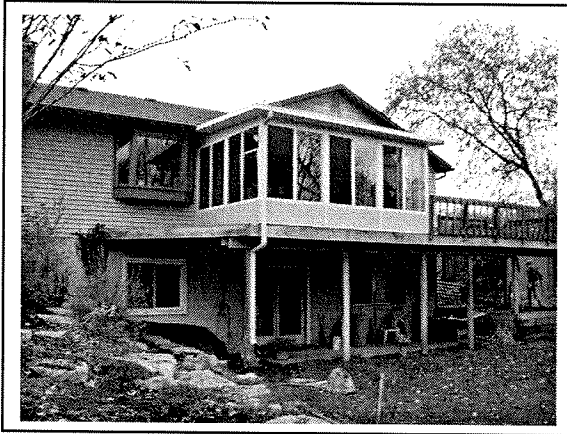
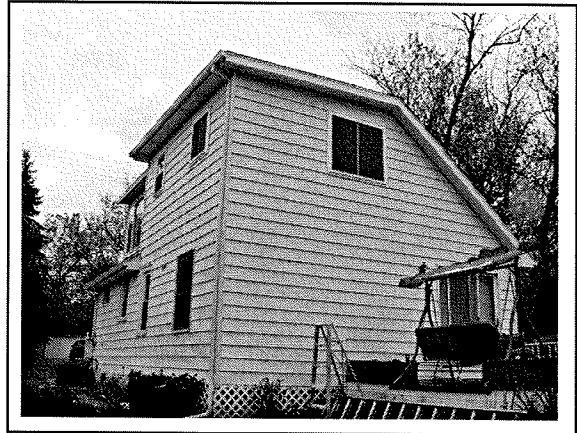
New Homes Constructed

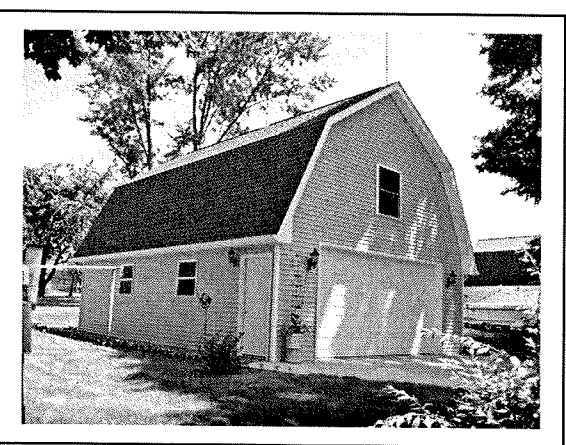
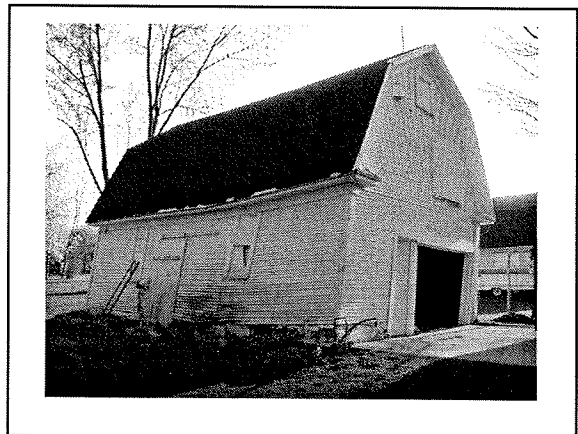
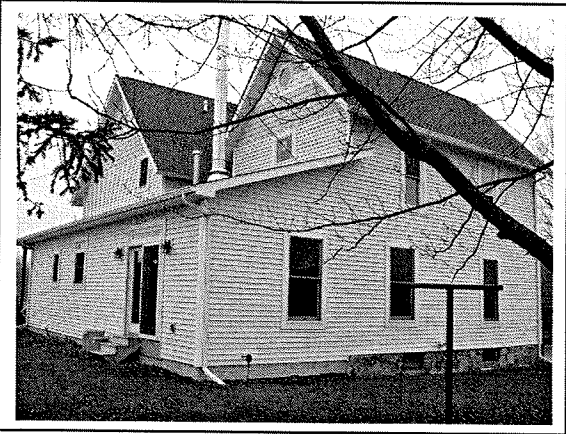




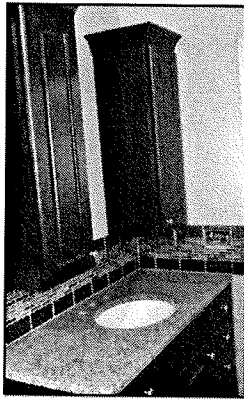
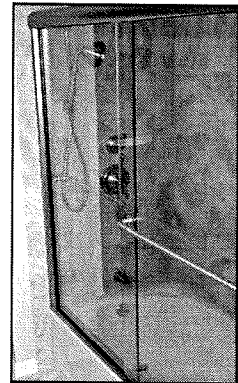
Remodeling Projects





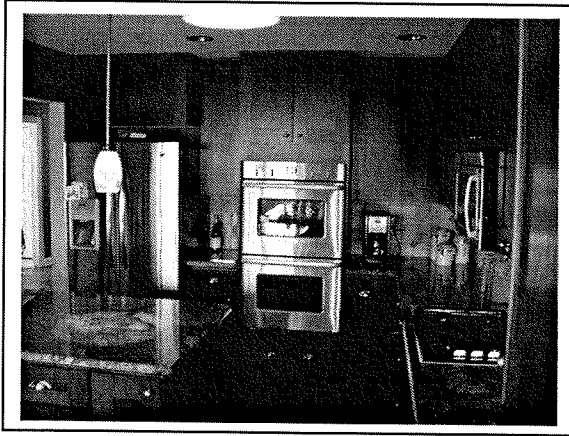
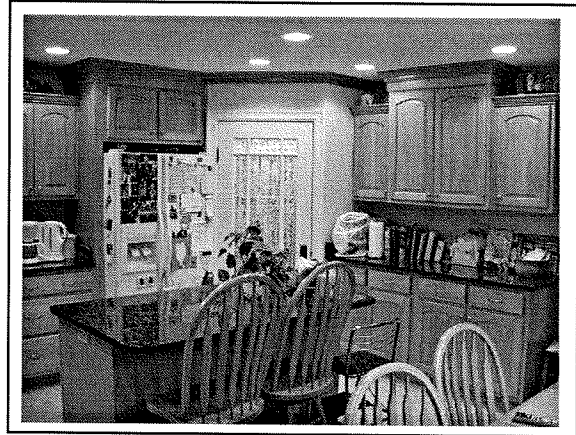
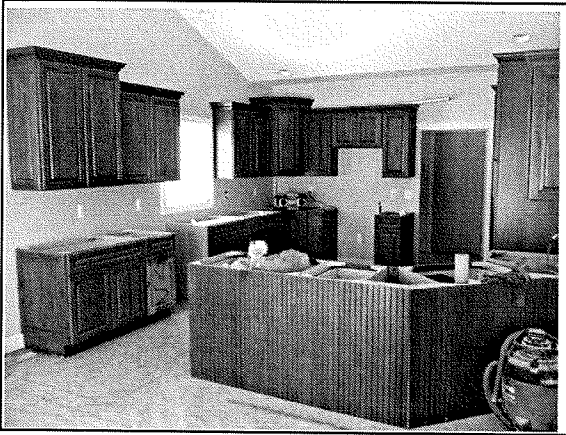


Bathroom Remodels

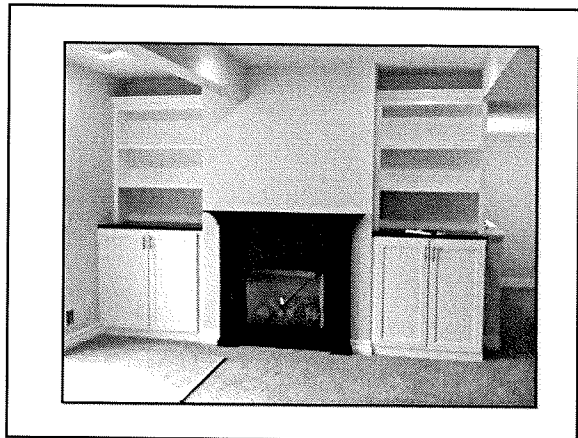
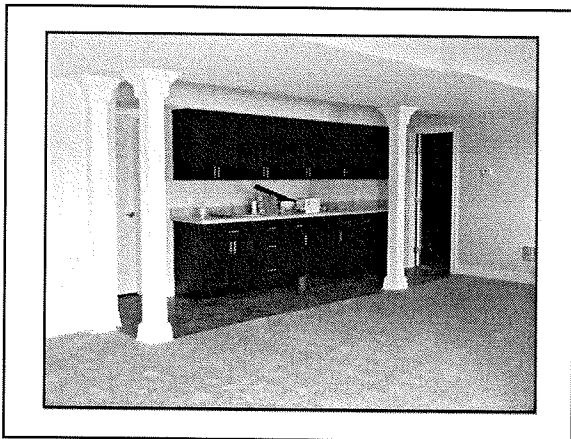


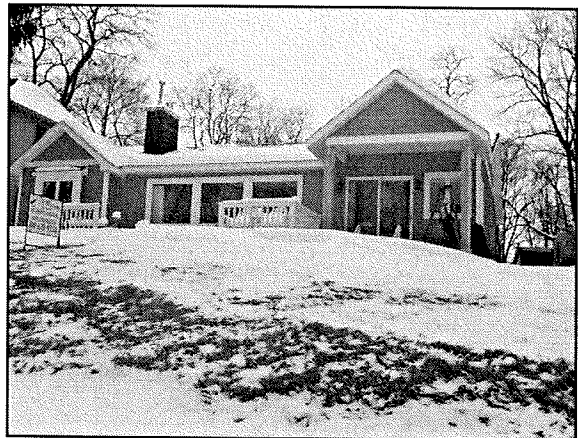
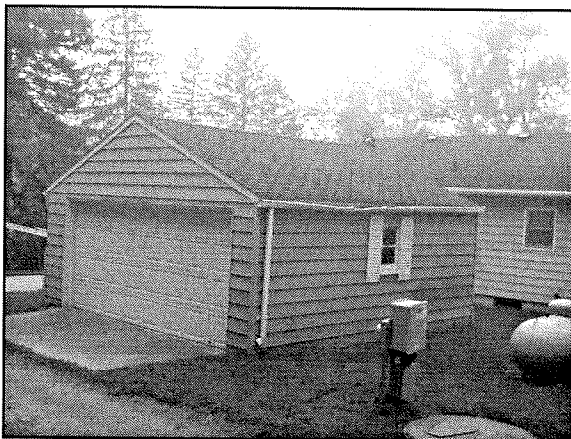
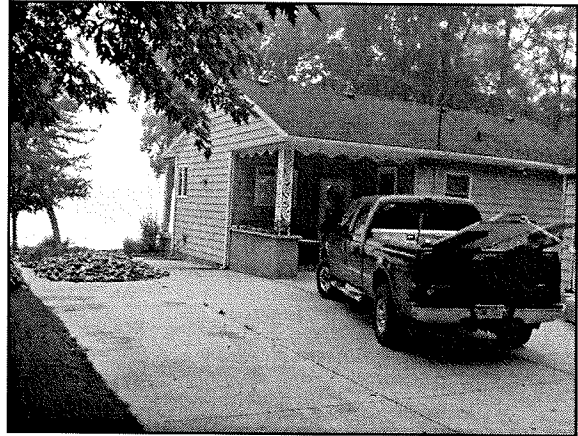
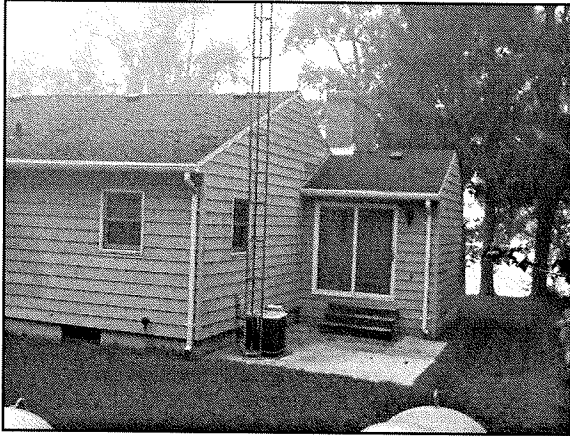
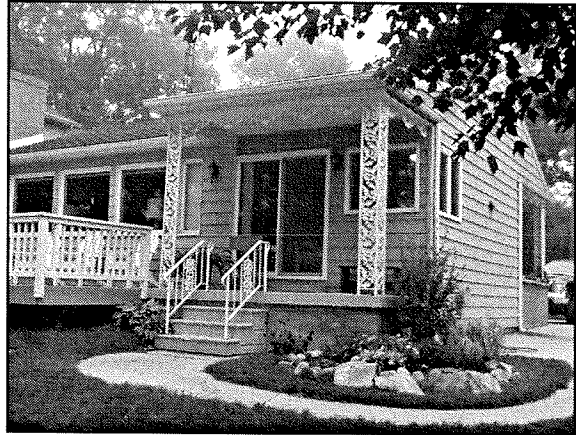
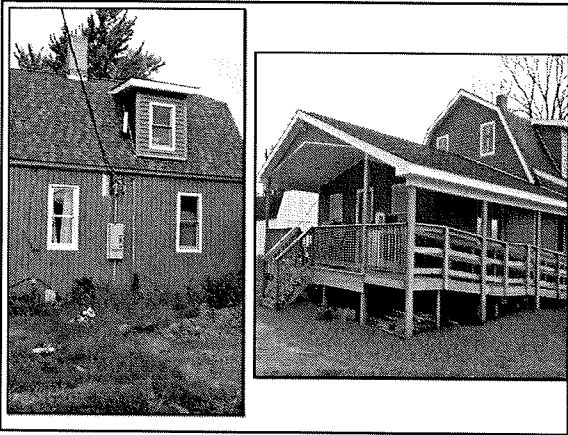
Kitchen Remodels

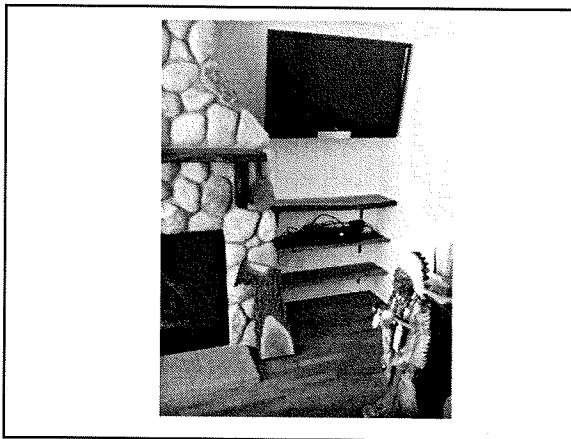
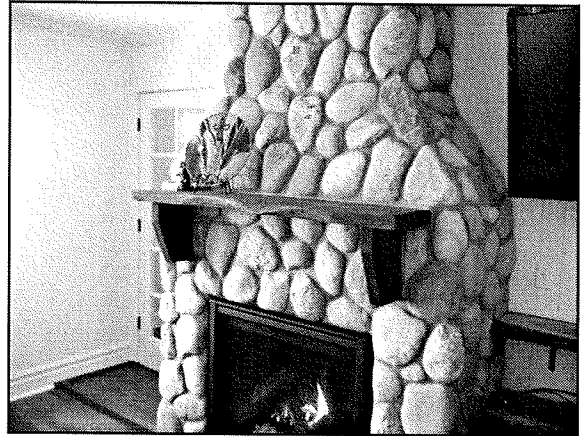
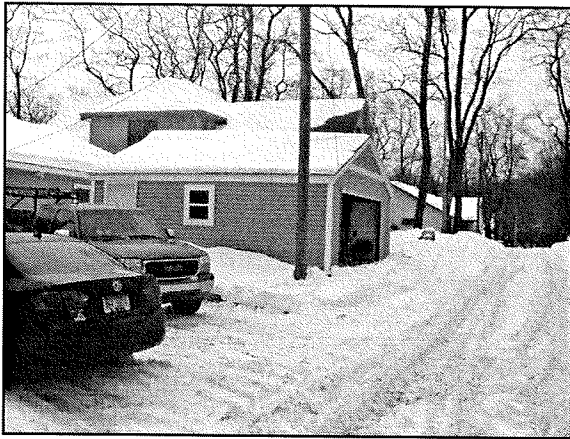
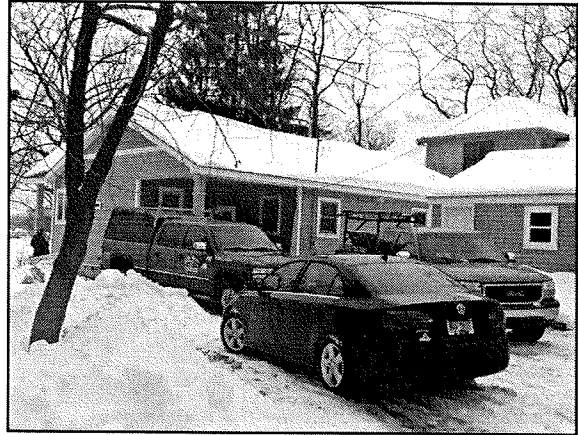


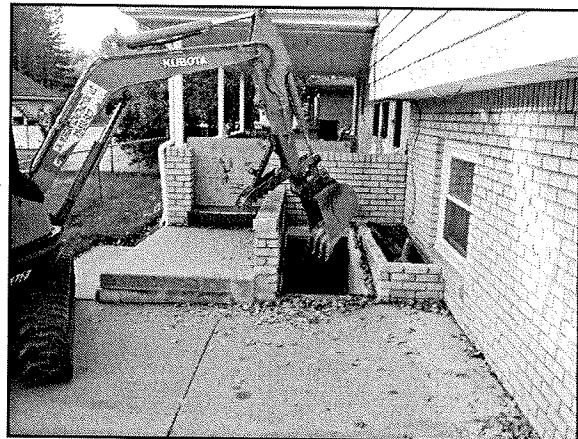
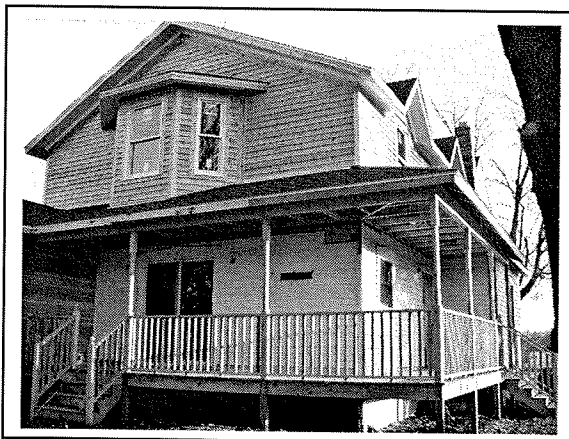
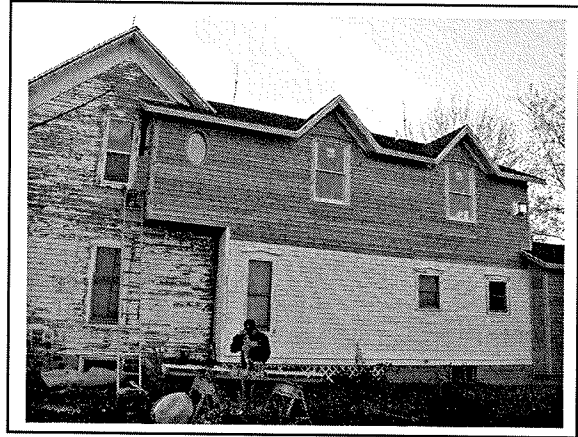
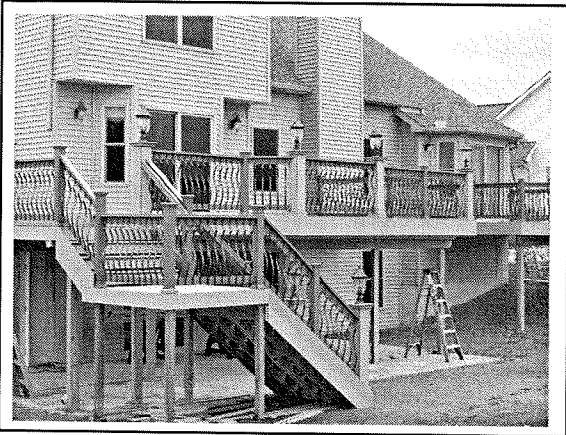


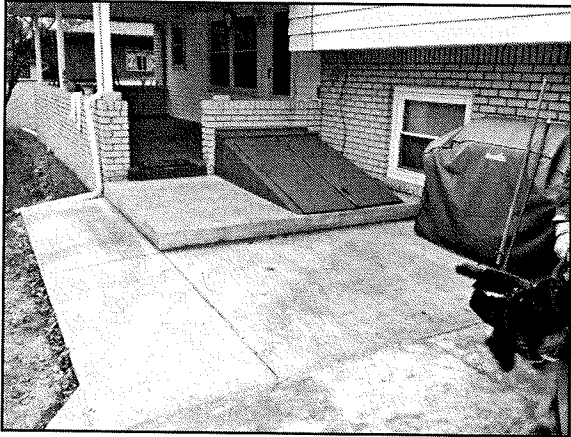
Additions/Remodels



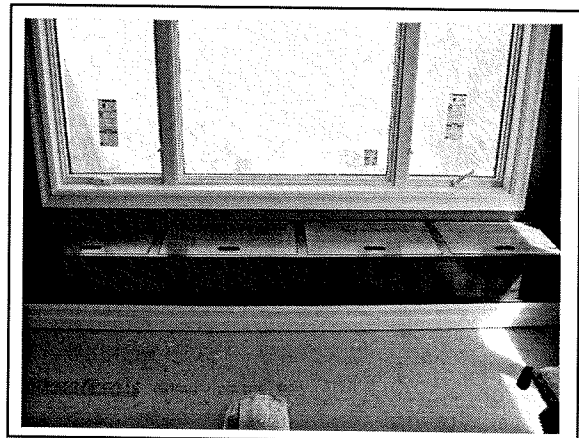
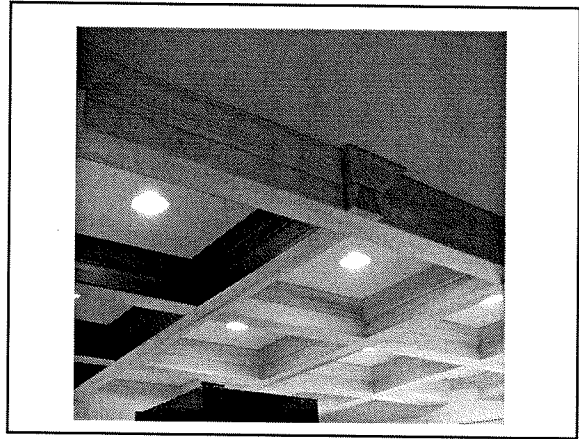
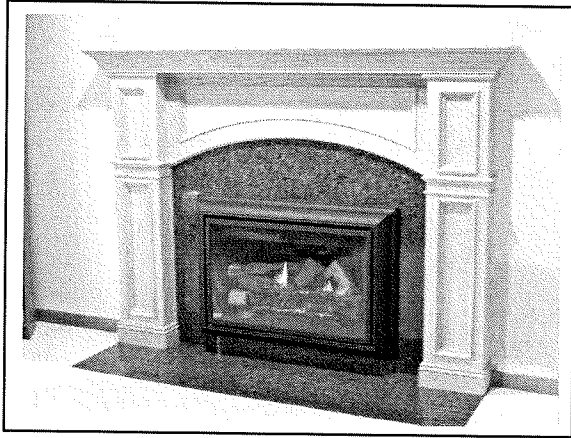


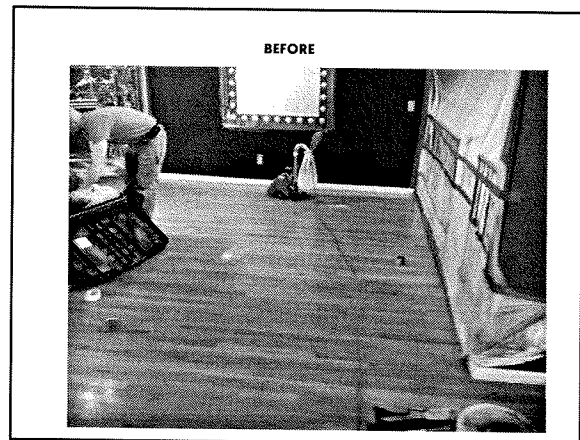
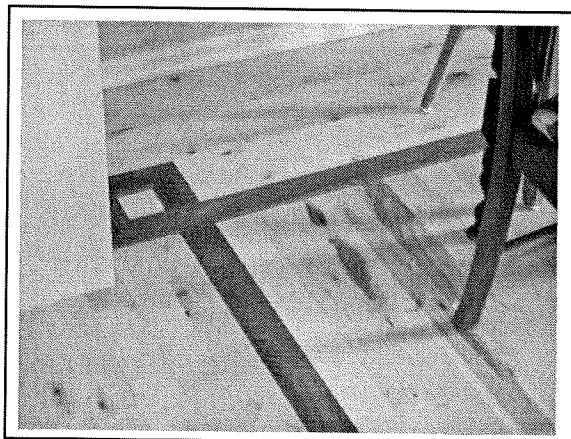
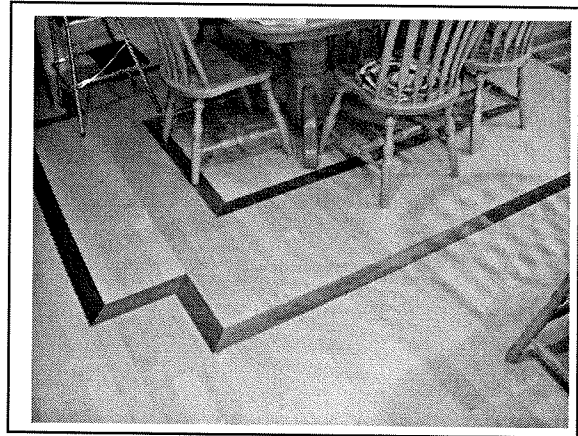
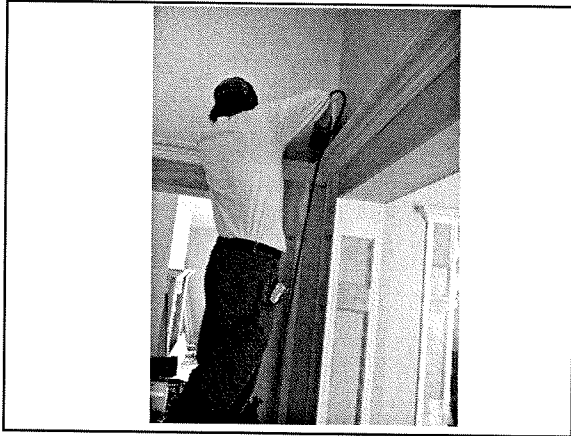
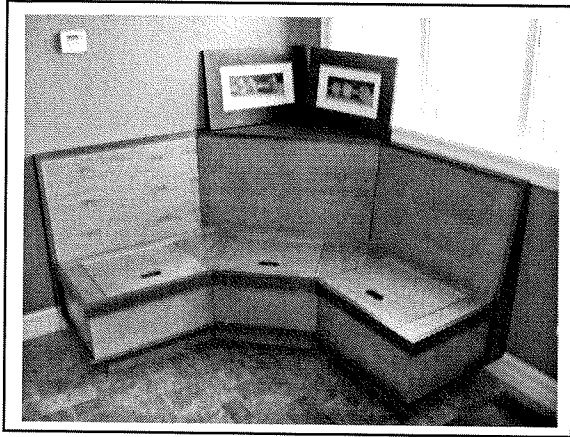






Fine Carpentry

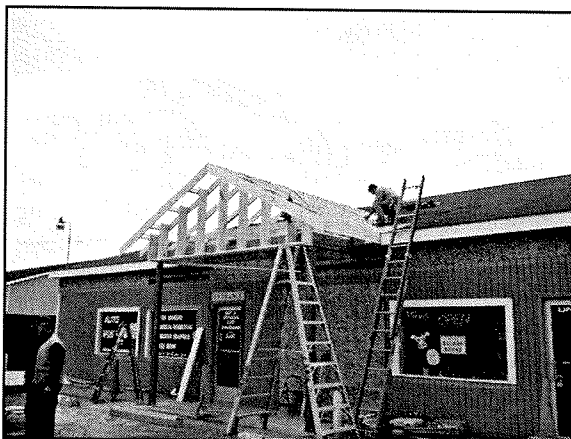
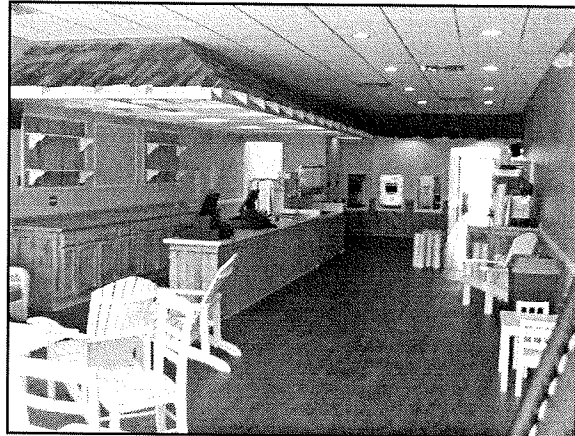
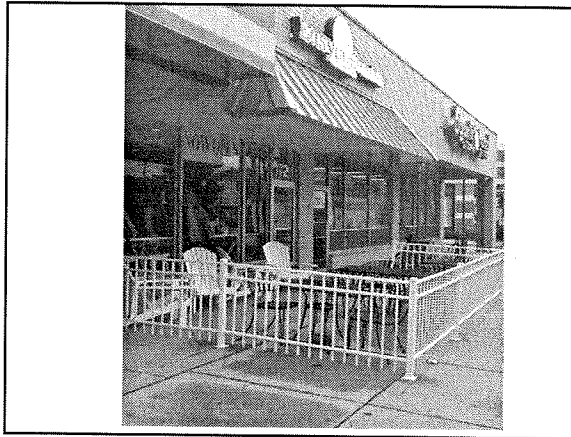




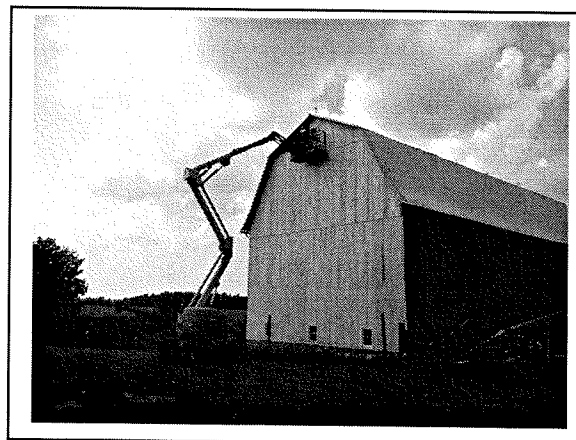
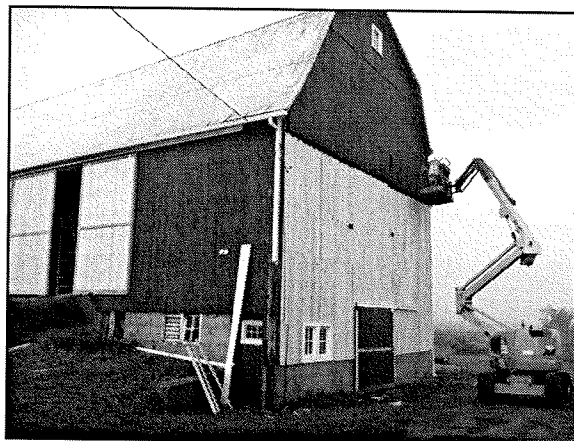
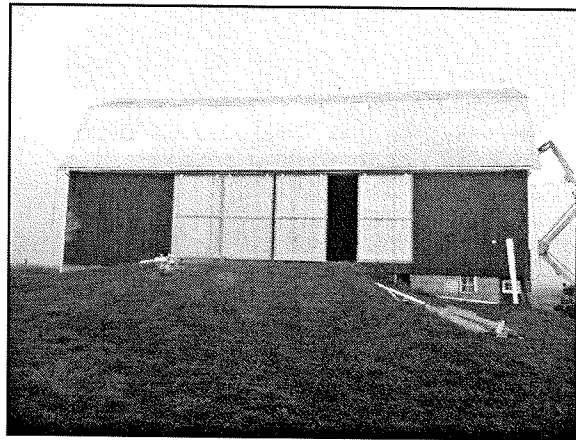
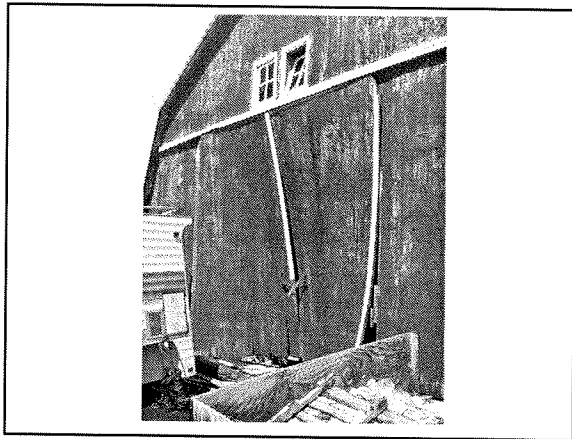
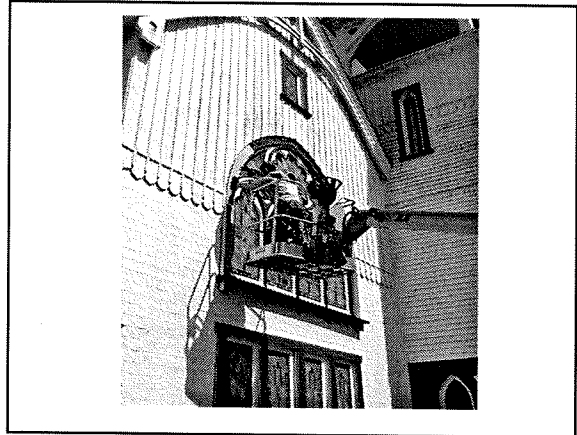
AFTER BY CUSTOMER BY REQUEST - "AS DARK AS WE COULD MAKE IT"

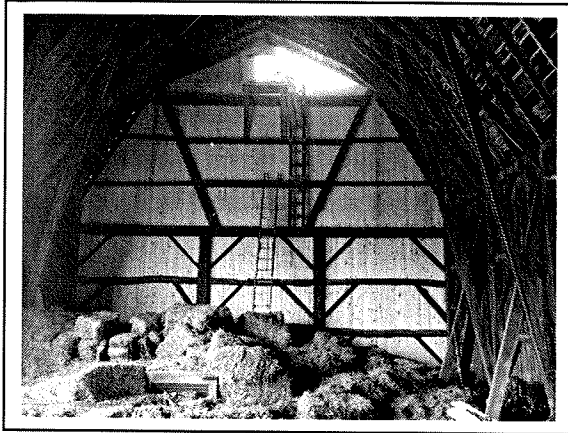


Light Commercial



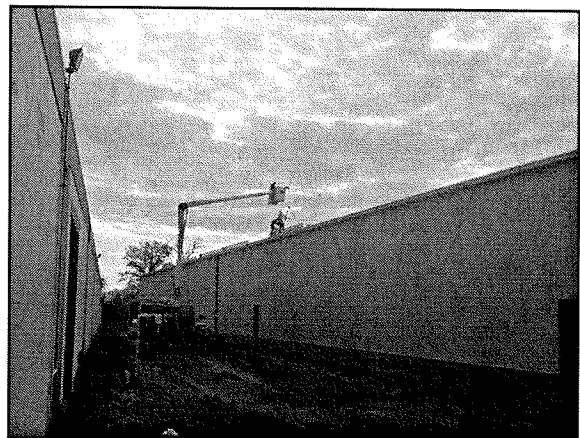
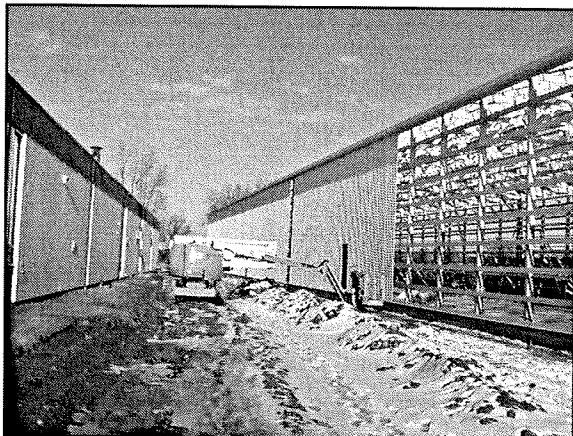
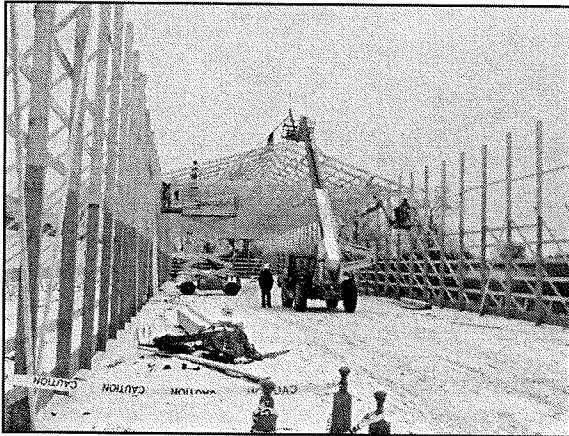
Historic Restoration





Commercial

Example:
Goodwill Industries



RICK SNYDER
GOVERNOR

L271621

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

RESIDENTIAL BUILDER COMPANY
LICENSE

- 0. 0. - JEREMY WAYNE MORGAN

INDV#: 2101140609

MORGAN CONSTRUCTION LLC, J W
7152 SEYMOUR RD
SWARTZ CREEK MI 48473

PERMANENT I.D. NO.
2102148537

EXPIRATION DATE
05/31/2017

AUDIT NO
2814856

THIS DOCUMENT IS DULY ISSUED
UNDER THE LAWS OF THE STATE
OF MICHIGAN

RICK SNYDER
GOVERNOR

L292882

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

RESIDENTIAL BUILDER
LICENSE

JEREMY WAYNE MORGAN
7152 SEYMOUR RD
SWARTZ CREEK MI 48473

PERMANENT I.D. NO.
2101140609
City Council Packet

EXPIRATION DATE
05/31/2017

AUDIT NO
2825662

THIS DOCUMENT IS DULY ISSUED
UNDER THE LAWS OF THE STATE
OF MICHIGAN
July 28, 2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/03/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CIS Agency Inc 3489 Pierson Place Flushing MI 48433	CONTACT NAME:		
		PHONE (A/C No., Ext):	810-733-3880	FAX (A/C No.): 810-733-6211
		E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : FRANKENMUTH Ins Co		13986
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	BOP6044772	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	BA6044772	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	CU6044772	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC6044772	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

Insured's Copy	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

**OPERATING AGREEMENT
FOR**

**J.W. MORGAN CONSTRUCTION, LLC
A Michigan Limited Liability Company**

THIS OPERATING AGREEMENT, dated as of the 3RD day of October 2007, is between J.W. Morgan Construction, LLC (the "Company") and Jeremy W. Morgan (the "Original Member") and all those persons who shall hereafter be admitted as members of the Company (the "Additional Members"), by which the Company and the Original Member and Additional Members (collectively, the "Members") agree as follows:

**ARTICLE I
ORGANIZATION**

1.1 **Formation.** The Company has been organized as a limited liability company under and pursuant to the Michigan Limited Liability Company Act (the "Act"), as amended by the filing of Articles of Organization ("Articles") with the Department of Labor and Economic Growth of the State of Michigan as required by the Act.

1.2 **Name.** The name of the Company shall be J.W. Morgan Construction, LLC. The Company may also conduct its business under one or more assumed names.

1.3 **Purposes.** The purposes of the Company are to engage in any activity for which limited liability companies may be formed under the Act. The Company shall have all the powers necessary or convenient to affect any purpose for which it is formed, including all powers granted by the Act.

1.4 **Duration.** The Company shall continue in existence for the period fixed in the Articles for the duration of the Company or until the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or this Operating Agreement.

1.5 **Registered Office and Resident Agent.** The Registered Office and Resident Agent of the Company shall be as designated in the Articles or any amendment thereof. The Registered Office and/or Resident Agent may be changed from time to time in accordance with the Act. If the Resident Agent shall ever resign, the Company shall promptly appoint a successor.

1.6 **Legal Status of the Company.** The Member has formed the Company as a limited liability company under and pursuant to the Act. The Member(s) specifically intends and agrees that the Company is not a partnership (general or limited), a corporation or any similar entity but is a limited liability company under and pursuant to the Act. No Member shall be construed to be a partner or shareholder in the Company or a partner of any other Member and the Articles, this Operating Agreement and the relationships created thereby and arising there from shall not be construed to suggest otherwise.

ARTICLE II BOOK, RECORDS AND ACCOUNTING

2.1 **Books and Records.** The Company shall maintain complete and accurate books and records of its business and affairs as required by the Act and such books and records shall be kept at the Company's Registered Office.

2.2 **Fiscal Year Accounting.** The Company's fiscal year shall be the calendar year. The particular accounting methods and principles to be followed by the Company shall be selected by the Members from time to time.

2.3 **Reports.** The Company shall prepare reports concerning the financial condition and results of operation of the Company in the time, manner and form as the Member(s) determine. Such reports shall be provided to the Member(s) at least annually as soon as practicable after the end of each fiscal year of the Company and shall include a statement of each Member's share of profits and other items of income, gain, loss, deduction and credit for such fiscal year.

2.4 **Member's Accounts.** Separate Capital Accounts for each Member shall be maintained by the Company, computed in the manner prescribed in the Act and under the provisions of the Internal Revenue Code of 1986, as amended (the "Code").

ARTICLE III CAPITAL CONTRIBUTIONS

3.1 **Initial Contributions.** By the execution of this Operating Agreement, the Original Member hereby agrees to make the initial capital contribution set forth in the attached Exhibit A. By execution of their respective Admission Agreements (as defined in Section 9.1), each Additional Member agrees to make the initial capital contributions set forth in his or her Admission Agreement.

3.2 **Additional Contributions.** The Member(s) may determine from time to time that additional capital is needed to enable the Company to conduct its business and affairs. Notice of any such determination shall be given to all Member(s) in writing at least ten (10) business days prior to the date on which such additional capital is due. Such notice shall describe in reasonable detail the purposes and uses of such additional capital, the amounts of additional capital required, and the date by which payment of the additional capital is required. Each Member shall have the right (but shall not be obligated) to contribute that Member's pro rata share (based upon the Member's Sharing Ratio) of such additional contribution in order to maintain that Member's Sharing Ratio. If and to the extent that any Member does not elect to contribute that Member's pro rata share of the additional capital, then the remaining Member(s) may elect to contribute the amount of such additional capital according to their respective Sharing Ratios and in such event, the Capital Accounts and the Sharing Ratios of the Members shall be correspondingly adjusted.

3.3 **No Interest on Capital/No Withdrawal of Capital.** No interest shall accrue on any capital contributions made by the Member(s). No Member shall have the right to withdraw or to be repaid any capital contribution except as provided in this Operating Agreement.

ARTICLE IV ALLOCATIONS AND DISTRIBUTIONS

4.1 **Allocations.** Except as may be required by the Code or this Operating Agreement, net profits, net losses, and other items of income, gain, loss, deduction and credit of the Company shall be allocated among the Member(s) in accordance with their Sharing Ratios.

4.2 **Distributions.** The Company shall make distributions to the Member(s) from time to time in such amounts and at such times as is determined by the Members. Distributions may be made only after the Member(s) determine in their reasonable judgment that the Company has sufficient cash in excess of the current and the anticipated needs of the Company to fulfill its business purposes (including needs for operating expenses, debt service, acquisitions, reserves and mandatory distributions, if any). Distributions shall be in cash or property, or partially in both, as determined by the Member(s). No distribution shall be declared or made if, after giving it effect, the Company would not be able to pay its debts as they become due in the usual course of business or the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy any preferential rights of other Member(s) upon dissolution that are superior to the rights of the Members receiving the distribution.

ARTICLE V RESTRICTIONS UPON DISPOSITION OF MEMBERSHIP INTERESTS

5.1 **General.** No Member shall sell or otherwise dispose of or pledge or otherwise encumber all or any part of that Member's interest in the Company unless with the prior written consent of the Company and each of the other Members. Any attempted sale or other disposition or pledge or other encumbrance without such consent shall be null, void and of no effect.

ARTICLE VI VOTING RIGHTS OF MEMBERS

6.1 **Voting.** All Members shall be entitled to vote on all matters submitted to a vote of the Members, including, without limitation, those matters which must be submitted to a vote of Members pursuant to the provisions of the Act. Unless a greater vote is required by the Act or the Articles, the affirmative vote of the Members whose interests constitute a majority of the Sharing Ratios of all the Members shall be required.

6.2 **Meetings.** Meetings of Members for any proper purpose or purposes may be called at any time by the Members whose interests constitute ten percent (10%) of the Sharing Ratios of all Members. The Company shall deliver or mail written notice stating the date, time, place and purposes of any meeting to each Member entitled to vote at the meeting. Such notice shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting. All meetings of Members shall be presided over by a Chairperson who shall be a Member so designated by the Members.

6.3 **Consent.** Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members were present and voted. Every written consent shall bear the date and signature of each Member who signs the consent. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all Members who have not consented in writing to such action.

ARTICLE VII MANAGEMENT

7.1 **Management Vested With Members.** The business and affairs of the Company shall be managed by the Member(s), with such management exercised by vote of the Member(s) in the manner required in Article VI. The Member(s) shall have the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including the power to: (a) purchase, lease or otherwise acquire any real or personal property; (b) sell, convey, mortgage, grant a security interest in, pledge, lease, exchange or otherwise dispose or encumber any real or personal property; (c) open one or more depository accounts and make deposits into and checks and withdrawals against such accounts; (d) borrow money, incur liabilities and other obligations; (e) enter into any and all agreements and execute any and all contracts, documents and instruments; (f) engage employees and agents, define their respective duties, and establish their compensation or remuneration; (g) establish pension plans, trusts, profit sharing plans and other benefit and incentive plans for Member(s), employees and agents of the Company; (h) obtain insurance covering the business and affairs of the Company and its property and on the lives and well being of its Members, employees and agents; (i) commence, prosecute or defend any proceeding in the Company's name; and (j) participate with others in partnerships, joint ventures, corporations and other associations and strategic alliances.

7.2 **Standard of Care; Liability.** Every Member shall discharge his or her duties on behalf of the Company in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner which he or she reasonably believes to be in the best interests of the Company. A Member shall not be liable for monetary damages to the Company for any breach of any such duties except for receipt of a financial benefit to which the Member is not entitled, voting for or assenting to a distribution to Members in violation of this Operating Agreement or the Act, or a willful violation of the law.

7.3 **Reimbursement.** Member(s) shall be entitled to reimbursement from the Company for all expenses of the Company reasonably incurred and paid for by such Members on behalf of the Company.

ARTICLE VIII EXCULPATION OF LIABILITY; INDEMNIFICATION

8.1 **Exculpation of Liability.** Unless otherwise provided by law or expressly assumed, a person who is a Member shall not be liable for the acts, debts or liabilities of the Company.

8.2 **Indemnification.** The Company shall indemnify each Member from and against any claims, losses, liabilities, damages or expenses (including attorneys fees) incurred by that Member as a result of or in connection with any pending or threatened legal proceeding (whether civil, criminal, administrative or investigative and whether formal or informal) in which that Member is made party or threatened to be made party as a result of his or her status as a Member of the Company or as an employee or agent of the Company, subject to the following limitations: (a) such indemnification shall not be applicable to any suit or proceeding brought by or in the right of the Company; (b) the right of the Member to indemnification is dependent upon the Member having acted in good faith, with the care an ordinarily prudent person in a like position would have exercised under similar circumstances, in a manner which the Member reasonably believed to be in the best interests of the Company and, with respect to any criminal suit or proceeding, the Member had no reasonable cause to believe that his or her conduct was unlawful; and (c) the right of the Member to indemnification shall not extend to any suit or proceeding based upon the receipt by such Member of any financial benefit to which the Member was not legally entitled, any suit or proceeding based upon the affirmative vote of the Member to any distribution to the Members in violation of this Operating Agreement or the Act or any suit or proceeding involving any willful violation by the Member of any provision of law. Where applicable, the Member's right of indemnification shall extend to any actual and reasonable expenses (including attorneys fees) incurred by the Member in connection with any suit or proceeding brought to enforce the obligations of the Company under this Section 8.2. Any indemnification permitted under this Article, unless ordered by a court of competent jurisdiction, shall be made by the Company only as authorized in the specific case upon a determination that the indemnification is proper under the circumstances because the Member has met the applicable standards of conduct and upon an evaluation of the reasonableness of expenses and amounts paid in settlement. This determination and evaluation shall be made by a majority vote (based upon respective Sharing Ratios) of those Members who are not party to or threatened by the suit or proceeding to which the claim for indemnification relates.

**ARTICLE IX
ADMISSION OR WITHDRAWAL OF MEMBERS**

9.1 **Admission of Additional Members.** No Additional Members shall be admitted to the Company unless with the written consent of all Member(s). The initial capital contribution of any Additional Member, and all other terms and conditions of admission, shall be as set forth in an Admission Agreement signed by the Company and the Additional Member. The Additional Member shall, in such Admission Agreement, agree to be bound by and subject to all terms and conditions of this Operating Agreement.

9.2 **Withdrawal of Members.** No Member shall be permitted to withdraw from the Company unless with the written consent of all Members. All terms and conditions of such withdrawal shall be as set forth in a Withdrawal Agreement signed by the Company and the withdrawing Member.

**ARTICLE X
DISSOLUTION AND WINDING UP**

10.1 **Dissolution.** The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events: (a) the expiration of the period of duration specified in the Articles; (b) the unanimous consent of all of the Members; or (c) the death, withdrawal, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company unless within ninety (90) days after the disassociation of membership as so provided in subparagraph (c) a majority of the remaining Members consent to continue the business of the Company and, if necessary, to the admission of one or more Members.

10.2 **Winding Up.** Upon dissolution, the Company shall cease carrying on its business and affairs and shall commence the winding up of the Company's business and affairs and complete the winding up as soon as practicable. Upon the winding up of the Company, the assets of the Company shall be distributed first to creditors in satisfaction of Company debts, liabilities and obligations and then to Members in accordance with their Sharing Ratios.

**ARTICLE XI
MISCELLANEOUS PROVISIONS**

11.1 **Notices.** Any notice permitted or required under this Operating Agreement shall be sent to the party at the address set forth in the records of the Company and shall be deemed to have been given on the date deposited with the United States Postal Service, postage paid, or when delivered in person or by courier or by facsimile transmission.

11.2 **Binding Effect.** Subject to the provisions of this Operating Agreement relating to transferability, this Operating Agreement will be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assigns.

**Exhibit "A" to
OPERATING AGREEMENT**

Initial Capital Contributions/Sharing Ratios

Member	Initial Contribution	Initial Sharing Ratio
Jeremy W. Morgan	\$ 6,000.00 Cash \$30,625.00 Equipment	100%

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made this _____ day of _____, 2014, by and between **WOODSIDE BUILDERS, INC.**, a Michigan corporation, with principal offices at 5232 Morrish Road, Swartz Creek, Michigan 48473 (“Buyer”) and the **CITY OF SWARTZ CREEK**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 (“Seller”).

WHEREAS, Seller is the owner of certain property described herein and desires to sell that property to Buyer under the terms and conditions which follow.

NOW, THEREFORE, Seller and Buyer hereby agree as follows:

1. **Property Description.** Buyer agrees to buy from Seller the property legally described as UNIT 39 SPRINGBROOK EAST (08) FR 5836400003
2. **Sales Price.** Buyer shall pay the sum of Nine Thousand Five Hundred Fifty-Six 17/100 Dollars (\$9,556.17) to Seller no later than July 31, 2016.
3. **Title Evidence.** The Seller agrees to quit claim the property to Buyer.
4. **Taxes and Assessments.** There are no unpaid real estate taxes or assessments on the property.
5. **Building Conditions and Restrictions.**
 - (a) all construction shall take place within the building envelope and consistent with the architectural style specified in the Requests for Proposals on file with the Seller;
 - (b) buyer shall complete construction and obtain a final Certificate of Occupancy no later than July 31, 2018;
 - (c) buyer shall assume responsibility for all incomplete infrastructure within Phase One (inclusive of phase 1A & 1B) of the Project and take all action necessary to bring it to final development specifications no later than July 31, 2018; and
 - (d) buyer shall deposit the sum of Three Thousand Five Hundred Dollars (\$3,500.00) with the City Clerk at the time of purchase, which sum shall serve as surety for the timely and satisfactory completion of all terms and conditions of this Agreement. The City shall return this sum to Buyer if and when Phase One infrastructure is completed or, if Buyer defaults, Buyer forfeits this sum to the City.
6. **Default.** If Buyer defaults, all right, title and interest in the property shall revert to

Seller in addition to any other legal remedies that Seller may pursue.

7. **Heirs and Successors.** This contract binds Buyer, Seller, their personal representatives and heirs, and anyone succeeding to their interest in the property. Buyer shall not assign this contract without Seller's prior written permission.
8. **Contingency.** The sale is contingent upon approval by resolution of the Swartz Creek City Council.

BUYER:

KHALIL NEMER

By: _____

By: _____

Witness:

SELLER:

CITY OF SWARTZ CREEK, a Michigan
Municipal Corporation,

By: _____

Its Mayor

By: _____

Its City Clerk

Witness:

Approved as to form:

Michael J. Gildner, City Attorney

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made this _____ day of _____, 2014, by and between **WOODSIDE BUILDERS, INC.**, a Michigan corporation, with principal offices at 5232 Morrish Road, Swartz Creek, Michigan 48473 (“Buyer”) and the **CITY OF SWARTZ CREEK**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 (“Seller”).

WHEREAS, Seller is the owner of certain property described herein and desires to sell that property to Buyer under the terms and conditions which follow.

NOW, THEREFORE, Seller and Buyer hereby agree as follows:

1. **Property Description.** Buyer agrees to buy from Seller the property legally described as UNIT 40 SPRINGBROOK EAST (08) FR 5836400003
2. **Sales Price.** Buyer shall pay the sum of Nine Thousand Five Hundred Dollars (\$9,500.00) to Seller no later than July 31, 2016.
3. **Title Evidence.** The Seller agrees to quit claim the property to Buyer.
4. **Taxes and Assessments.** There are no unpaid real estate taxes or assessments on the property.
5. **Building Conditions and Restrictions.**
 - (a) all construction shall take place within the building envelope and consistent with the architectural style specified in the Requests for Proposals on file with the Seller;
 - (b) buyer shall complete construction and obtain a final Certificate of Occupancy no later than July 31, 2018;
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 - (d) buyer shall deposit the sum of Three Thousand Five Hundred Dollars (\$3,500.00) with the City Clerk at the time of purchase, which sum shall serve as surety for the timely and satisfactory completion of all terms and conditions of this Agreement. The City shall return this sum to Buyer if and when Phase One infrastructure is completed or, if Buyer defaults, Buyer forfeits this sum to the City.
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Seller in addition to any other legal remedies that Seller may pursue.

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8. **Contingency.** The sale is contingent upon approval by resolution of the Swartz Creek City Council.

BUYER:

KHALIL NEMER

By: _____

By: _____

Witness:

SELLER:

CITY OF SWARTZ CREEK, a Michigan
Municipal Corporation,

By: _____

Its Mayor

By: _____

Its City Clerk

Witness:

Approved as to form:

Michael J. Gildner, City Attorney

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made this _____ day of _____, 2014, by and between **WOODSIDE BUILDERS, INC.**, a Michigan corporation, with principal offices at 5232 Morrish Road, Swartz Creek, Michigan 48473 (“Buyer”) and the **CITY OF SWARTZ CREEK**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 (“Seller”).

WHEREAS, Seller is the owner of certain property described herein and desires to sell that property to Buyer under the terms and conditions which follow.

NOW, THEREFORE, Seller and Buyer hereby agree as follows:

1. **Property Description.** Buyer agrees to buy from Seller the property legally described as UNIT 41 SPRINGBROOK EAST (08) FR 5836400003
2. **Sales Price.** Buyer shall pay the sum of Nine Thousand Five Hundred Dollars (\$9,500.00) to Seller no later than July 31, 2016.
3. **Title Evidence.** The Seller agrees to quit claim the property to Buyer.
4. **Taxes and Assessments.** There are no unpaid real estate taxes or assessments on the property.
5. **Building Conditions and Restrictions.**
 - (a) all construction shall take place within the building envelope and consistent with the architectural style specified in the Requests for Proposals on file with the Seller;
 - (b) buyer shall complete construction and obtain a final Certificate of Occupancy no later than July 31, 2018;
 - (c) buyer shall assume responsibility for all incomplete infrastructure within Phase One (inclusive of phase 1A & 1B) of the Project and take all action necessary to bring it to final development specifications no later than July 31, 2018; and
 - (d) buyer shall deposit the sum of Three Thousand Five Hundred Dollars (\$3,500.00) with the City Clerk at the time of purchase, which sum shall serve as surety for the timely and satisfactory completion of all terms and conditions of this Agreement. The City shall return this sum to Buyer if and when Phase One infrastructure is completed or, if Buyer defaults, Buyer forfeits this sum to the City.
6. **Default.** If Buyer defaults, all right, title and interest in the property shall revert to

Seller in addition to any other legal remedies that Seller may pursue.

- 7. **Heirs and Successors.** This contract binds Buyer, Seller, their personal representatives and heirs, and anyone succeeding to their interest in the property. Buyer shall not assign this contract without Seller's prior written permission.
- 8. **Contingency.** The sale is contingent upon approval by resolution of the Swartz Creek City Council.

BUYER:

KHALIL NEMER

By: _____

By: _____

Witness:

SELLER:

CITY OF SWARTZ CREEK, a Michigan
Municipal Corporation,

By: _____

Its Mayor

By: _____

Its City Clerk

Witness:

Approved as to form:

Michael J. Gildner, City Attorney

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made this _____ day of _____, 2014, by and between **WOODSIDE BUILDERS, INC.**, a Michigan corporation, with principal offices at 5232 Morrish Road, Swartz Creek, Michigan 48473 (“Buyer”) and the **CITY OF SWARTZ CREEK**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 (“Seller”).

WHEREAS, Seller is the owner of certain property described herein and desires to sell that property to Buyer under the terms and conditions which follow.

NOW, THEREFORE, Seller and Buyer hereby agree as follows:

1. **Property Description.** Buyer agrees to buy from Seller the property legally described as UNIT 42 SPRINGBROOK EAST (08) FR 5836400003
2. **Sales Price.** Buyer shall pay the sum of Eight Thousand Five Hundred Dollars (\$8,500.00) to Seller no later than July 31, 2016.
3. **Title Evidence.** The Seller agrees to quit claim the property to Buyer.
4. **Taxes and Assessments.** There are no unpaid real estate taxes or assessments on the property.
5. **Building Conditions and Restrictions.**
 - (a) all construction shall take place within the building envelope and consistent with the architectural style specified in the Requests for Proposals on file with the Seller;
 - (b) buyer shall complete construction and obtain a final Certificate of Occupancy no later than July 31, 2018;
 - (c) buyer shall assume responsibility for all incomplete infrastructure within Phase One (inclusive of phase 1A & 1B) of the Project and take all action necessary to bring it to final development specifications no later than July 31, 2018; and
 - (d) buyer shall deposit the sum of Three Thousand Five Hundred Dollars (\$3,500.00) with the City Clerk at the time of purchase, which sum shall serve as surety for the timely and satisfactory completion of all terms and conditions of this Agreement. The City shall return this sum to Buyer if and when Phase One infrastructure is completed or, if Buyer defaults, Buyer forfeits this sum to the City.
6. **Default.** If Buyer defaults, all right, title and interest in the property shall revert to

Seller in addition to any other legal remedies that Seller may pursue.

7. **Heirs and Successors.** This contract binds Buyer, Seller, their personal representatives and heirs, and anyone succeeding to their interest in the property. Buyer shall not assign this contract without Seller's prior written permission.
8. **Contingency.** The sale is contingent upon approval by resolution of the Swartz Creek City Council.

BUYER:

KHALIL NEMER

By: _____

By: _____

Witness:

SELLER:

CITY OF SWARTZ CREEK, a Michigan
Municipal Corporation,

By: _____

Its Mayor

By: _____

Its City Clerk

Witness:

Approved as to form:

Michael J. Gildner, City Attorney

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made this _____ day of _____, 2014, by and between **WOODSIDE BUILDERS, INC.**, a Michigan corporation, with principal offices at 5232 Morrish Road, Swartz Creek, Michigan 48473 (“Buyer”) and the **CITY OF SWARTZ CREEK**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 (“Seller”).

WHEREAS, Seller is the owner of certain property described herein and desires to sell that property to Buyer under the terms and conditions which follow.

NOW, THEREFORE, Seller and Buyer hereby agree as follows:

1. **Property Description.** Buyer agrees to buy from Seller the property legally described as UNIT 43 SPRINGBROOK EAST (08) FR 5836400003
2. **Sales Price.** Buyer shall pay the sum of Eight Thousand Five Hundred Dollars (\$8,500.00) to Seller no later than July 31, 2016.
3. **Title Evidence.** The Seller agrees to quit claim the property to Buyer.
4. **Taxes and Assessments.** There are no unpaid real estate taxes or assessments on the property.
5. **Building Conditions and Restrictions.**
 - (a) all construction shall take place within the building envelope and consistent with the architectural style specified in the Requests for Proposals on file with the Seller;
 - (b) buyer shall complete construction and obtain a final Certificate of Occupancy no later than July 31, 2018;
 - (c) buyer shall assume responsibility for all incomplete infrastructure within Phase One (inclusive of phase 1A & 1B) of the Project and take all action necessary to bring it to final development specifications no later than July 31, 2018; and
 - (d) buyer shall deposit the sum of Three Thousand Five Hundred Dollars (\$3,500.00) with the City Clerk at the time of purchase, which sum shall serve as surety for the timely and satisfactory completion of all terms and conditions of this Agreement. The City shall return this sum to Buyer if and when Phase One infrastructure is completed or, if Buyer defaults, Buyer forfeits this sum to the City.
6. **Default.** If Buyer defaults, all right, title and interest in the property shall revert to

Seller in addition to any other legal remedies that Seller may pursue.

7. **Heirs and Successors.** This contract binds Buyer, Seller, their personal representatives and heirs, and anyone succeeding to their interest in the property. Buyer shall not assign this contract without Seller's prior written permission.
8. **Contingency.** The sale is contingent upon approval by resolution of the Swartz Creek City Council.

BUYER:

KHALIL NEMER

By: _____

By: _____

Witness:

SELLER:

CITY OF SWARTZ CREEK, a Michigan
Municipal Corporation,

By: _____

Its Mayor

By: _____

Its City Clerk

Witness:

Approved as to form:

Michael J. Gildner, City Attorney

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made this _____ day of _____, 2014, by and between **WOODSIDE BUILDERS, INC.**, a Michigan corporation, with principal offices at 5232 Morrish Road, Swartz Creek, Michigan 48473 (“Buyer”) and the **CITY OF SWARTZ CREEK**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 (“Seller”).

WHEREAS, Seller is the owner of certain property described herein and desires to sell that property to Buyer under the terms and conditions which follow.

NOW, THEREFORE, Seller and Buyer hereby agree as follows:

1. **Property Description.** Buyer agrees to buy from Seller the property legally described as UNIT 44 SPRINGBROOK EAST (08) FR 5836400003
2. **Sales Price.** Buyer shall pay the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) to Seller no later than July 31, 2016.
3. **Title Evidence.** The Seller agrees to quit claim the property to Buyer.
4. **Taxes and Assessments.** There are no unpaid real estate taxes or assessments on the property.
5. **Building Conditions and Restrictions.**
 - (a) all construction shall take place within the building envelope and consistent with the architectural style specified in the Requests for Proposals on file with the Seller;
 - (b) buyer shall complete construction and obtain a final Certificate of Occupancy no later than July 31, 2018;
 - (c) buyer shall assume responsibility for all incomplete infrastructure within Phase One (inclusive of phase 1A & 1B) of the Project and take all action necessary to bring it to final development specifications no later than July 31, 2018; and
 - (d) buyer shall deposit the sum of Three Thousand Five Hundred Dollars (\$3,500.00) with the City Clerk at the time of purchase, which sum shall serve as surety for the timely and satisfactory completion of all terms and conditions of this Agreement. The City shall return this sum to Buyer if and when Phase One infrastructure is completed or, if Buyer defaults, Buyer forfeits this sum to the City.
6. **Default.** If Buyer defaults, all right, title and interest in the property shall revert to

Seller in addition to any other legal remedies that Seller may pursue.

- 7. **Heirs and Successors.** This contract binds Buyer, Seller, their personal representatives and heirs, and anyone succeeding to their interest in the property. Buyer shall not assign this contract without Seller's prior written permission.
- 8. **Contingency.** The sale is contingent upon approval by resolution of the Swartz Creek City Council.

BUYER:

KHALIL NEMER

By: _____

By: _____

Witness:

SELLER:

CITY OF SWARTZ CREEK, a Michigan
Municipal Corporation,

By: _____

Its Mayor

By: _____

Its City Clerk

Witness:

Approved as to form:

Michael J. Gildner, City Attorney

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made this _____ day of _____, 2014, by and between **WOODSIDE BUILDERS, INC.**, a Michigan corporation, with principal offices at 5232 Morrish Road, Swartz Creek, Michigan 48473 (“Buyer”) and the **CITY OF SWARTZ CREEK**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 (“Seller”).

WHEREAS, Seller is the owner of certain property described herein and desires to sell that property to Buyer under the terms and conditions which follow.

NOW, THEREFORE, Seller and Buyer hereby agree as follows:

1. **Property Description.** Buyer agrees to buy from Seller the property legally described as UNIT 51 SPRINGBROOK EAST (08) FR 5836400003
2. **Sales Price.** Buyer shall pay the sum of Eight Thousand Five Hundred Dollars (\$8,500.00) to Seller no later than July 31, 2016.
3. **Title Evidence.** The Seller agrees to quit claim the property to Buyer.
4. **Taxes and Assessments.** There are no unpaid real estate taxes or assessments on the property.
5. **Building Conditions and Restrictions.**
 - (a) all construction shall take place within the building envelope and consistent with the architectural style specified in the Requests for Proposals on file with the Seller;
 - (b) buyer shall complete construction and obtain a final Certificate of Occupancy no later than July 31, 2018;
 - (c) buyer shall assume responsibility for all incomplete infrastructure within Phase One (inclusive of phase 1A & 1B) of the Project and take all action necessary to bring it to final development specifications no later than July 31, 2018; and
 - (d) buyer shall deposit the sum of Three Thousand Five Hundred Dollars (\$3,500.00) with the City Clerk at the time of purchase, which sum shall serve as surety for the timely and satisfactory completion of all terms and conditions of this Agreement. The City shall return this sum to Buyer if and when Phase One infrastructure is completed or, if Buyer defaults, Buyer forfeits this sum to the City.
6. **Default.** If Buyer defaults, all right, title and interest in the property shall revert to

Seller in addition to any other legal remedies that Seller may pursue.

- 7. **Heirs and Successors.** This contract binds Buyer, Seller, their personal representatives and heirs, and anyone succeeding to their interest in the property. Buyer shall not assign this contract without Seller's prior written permission.
- 8. **Contingency.** The sale is contingent upon approval by resolution of the Swartz Creek City Council.

BUYER:

KHALIL NEMER

By: _____

By: _____

Witness:

SELLER:

CITY OF SWARTZ CREEK, a Michigan
Municipal Corporation,

By: _____

Its Mayor

By: _____

Its City Clerk

Witness:

Approved as to form:

Michael J. Gildner, City Attorney

REAL ESTATE PURCHASE AGREEMENT

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WHEREAS, Seller is the owner of certain property described herein and desires to sell that property to Buyer under the terms and conditions which follow.

NOW, THEREFORE, Seller and Buyer hereby agree as follows:

1. **Property Description.** Buyer agrees to buy from Seller the property legally described as UNIT 53 SPRINGBROOK EAST (08) FR 5836400003
2. **Sales Price.** Buyer shall pay the sum of Nine Thousand Five Hundred Fifty-Six 17/100 Dollars (\$9,556.17) to Seller no later than July 31, 2016.
3. **Title Evidence.** The Seller agrees to quit claim the property to Buyer.
4. **Taxes and Assessments.** There are no unpaid real estate taxes or assessments on the property.
5. **Building Conditions and Restrictions.**
 - (a) all construction shall take place within the building envelope and consistent with the architectural style specified in the Requests for Proposals on file with the Seller;
 - (b) buyer shall complete construction and obtain a final Certificate of Occupancy no later than July 31, 2018;
 - (c) buyer shall assume responsibility for all incomplete infrastructure within Phase One (inclusive of phase 1A & 1B) of the Project and take all action necessary to bring it to final development specifications no later than July 31, 2018; and
 - (d) buyer shall deposit the sum of Three Thousand Five Hundred Dollars (\$3,500.00) with the City Clerk at the time of purchase, which sum shall serve as surety for the timely and satisfactory completion of all terms and conditions of this Agreement. The City shall return this sum to Buyer if and when Phase One infrastructure is completed or, if Buyer defaults, Buyer forfeits this sum to the City.
6. **Default.** If Buyer defaults, all right, title and interest in the property shall revert to

Seller in addition to any other legal remedies that Seller may pursue.

- 7. **Heirs and Successors.** This contract binds Buyer, Seller, their personal representatives and heirs, and anyone succeeding to their interest in the property. Buyer shall not assign this contract without Seller's prior written permission.
- 8. **Contingency.** The sale is contingent upon approval by resolution of the Swartz Creek City Council.

BUYER:

KHALIL NEMER

By: _____

By: _____

Witness:

SELLER:

CITY OF SWARTZ CREEK, a Michigan
Municipal Corporation,

By: _____

Its Mayor

By: _____

Its City Clerk

Witness:

Approved as to form:

Michael J. Gildner, City Attorney

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made this _____ day of _____, 2014, by and between **WOODSIDE BUILDERS, INC.**, a Michigan corporation, with principal offices at 5232 Morrish Road, Swartz Creek, Michigan 48473 (“Buyer”) and the **CITY OF SWARTZ CREEK**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 (“Seller”).

WHEREAS, Seller is the owner of certain property described herein and desires to sell that property to Buyer under the terms and conditions which follow.

NOW, THEREFORE, Seller and Buyer hereby agree as follows:

1. **Property Description.** Buyer agrees to buy from Seller the property legally described as UNIT 54 SPRINGBROOK EAST (08) FR 5836400003
2. **Sales Price.** Buyer shall pay the sum of Nine Thousand Five Hundred Dollars (\$9,500.00) to Seller no later than July 31, 2016.
3. **Title Evidence.** The Seller agrees to quit claim the property to Buyer.
4. **Taxes and Assessments.** There are no unpaid real estate taxes or assessments on the property.
5. **Building Conditions and Restrictions.**
 - (a) all construction shall take place within the building envelope and consistent with the architectural style specified in the Requests for Proposals on file with the Seller;
 - (b) buyer shall complete construction and obtain a final Certificate of Occupancy no later than July 31, 2018;
 - (c) buyer shall assume responsibility for all incomplete infrastructure within Phase One (inclusive of phase 1A & 1B) of the Project and take all action necessary to bring it to final development specifications no later than July 31, 2018; and
 - (d) buyer shall deposit the sum of Three Thousand Five Hundred Dollars (\$3,500.00) with the City Clerk at the time of purchase, which sum shall serve as surety for the timely and satisfactory completion of all terms and conditions of this Agreement. The City shall return this sum to Buyer if and when Phase One infrastructure is completed or, if Buyer defaults, Buyer forfeits this sum to the City.
6. **Default.** If Buyer defaults, all right, title and interest in the property shall revert to

Seller in addition to any other legal remedies that Seller may pursue.

- 7. **Heirs and Successors.** This contract binds Buyer, Seller, their personal representatives and heirs, and anyone succeeding to their interest in the property. Buyer shall not assign this contract without Seller's prior written permission.
- 8. **Contingency.** The sale is contingent upon approval by resolution of the Swartz Creek City Council.

BUYER:

KHALIL NEMER

By: _____

By: _____

Witness:

SELLER:

CITY OF SWARTZ CREEK, a Michigan
Municipal Corporation,

By: _____

Its Mayor

By: _____

Its City Clerk

Witness:

Approved as to form:

Michael J. Gildner, City Attorney

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made this _____ day of _____, 2014, by and between **WOODSIDE BUILDERS, INC.**, a Michigan corporation, with principal offices at 5232 Morrish Road, Swartz Creek, Michigan 48473 (“Buyer”) and the **CITY OF SWARTZ CREEK**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 (“Seller”).

WHEREAS, Seller is the owner of certain property described herein and desires to sell that property to Buyer under the terms and conditions which follow.

NOW, THEREFORE, Seller and Buyer hereby agree as follows:

1. **Property Description.** Buyer agrees to buy from Seller the property legally described as UNIT 55 SPRINGBROOK EAST (08) FR 5836400003
2. **Sales Price.** Buyer shall pay the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) to Seller no later than July 31, 2016.
3. **Title Evidence.** The Seller agrees to quit claim the property to Buyer.
4. **Taxes and Assessments.** There are no unpaid real estate taxes or assessments on the property.
5. **Building Conditions and Restrictions.**
 - (a) all construction shall take place within the building envelope and consistent with the architectural style specified in the Requests for Proposals on file with the Seller;
 - (b) buyer shall complete construction and obtain a final Certificate of Occupancy no later than July 31, 2018;
 - (c) buyer shall assume responsibility for all incomplete infrastructure within Phase One (inclusive of phase 1A & 1B) of the Project and take all action necessary to bring it to final development specifications no later than July 31, 2018; and
 - (d) buyer shall deposit the sum of Three Thousand Five Hundred Dollars (\$3,500.00) with the City Clerk at the time of purchase, which sum shall serve as surety for the timely and satisfactory completion of all terms and conditions of this Agreement. The City shall return this sum to Buyer if and when Phase One infrastructure is completed or, if Buyer defaults, Buyer forfeits this sum to the City.
6. **Default.** If Buyer defaults, all right, title and interest in the property shall revert to

Seller in addition to any other legal remedies that Seller may pursue.

7. **Heirs and Successors.** This contract binds Buyer, Seller, their personal representatives and heirs, and anyone succeeding to their interest in the property. Buyer shall not assign this contract without Seller's prior written permission.
8. **Contingency.** The sale is contingent upon approval by resolution of the Swartz Creek City Council.

BUYER:

KHALIL NEMER

By: _____

By: _____

Witness:

SELLER:

CITY OF SWARTZ CREEK, a Michigan
Municipal Corporation,

By: _____

Its Mayor

By: _____

Its City Clerk

Witness:

Approved as to form:

Michael J. Gildner, City Attorney

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made this _____ day of _____, 2014, by and between **WOODSIDE BUILDERS, INC.**, a Michigan corporation, with principal offices at 5232 Morrish Road, Swartz Creek, Michigan 48473 (“Buyer”) and the **CITY OF SWARTZ CREEK**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 (“Seller”).

WHEREAS, Seller is the owner of certain property described herein and desires to sell that property to Buyer under the terms and conditions which follow.

NOW, THEREFORE, Seller and Buyer hereby agree as follows:

1. **Property Description.** Buyer agrees to buy from Seller the property legally described as UNIT 56 SPRINGBROOK EAST (08) FR 5836400003
2. **Sales Price.** Buyer shall pay the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) to Seller no later than July 31, 2016.
3. **Title Evidence.** The Seller agrees to quit claim the property to Buyer.
4. **Taxes and Assessments.** There are no unpaid real estate taxes or assessments on the property.
5. **Building Conditions and Restrictions.**
 - (a) all construction shall take place within the building envelope and consistent with the architectural style specified in the Requests for Proposals on file with the Seller;
 - (b) buyer shall complete construction and obtain a final Certificate of Occupancy no later than July 31, 2018;
 - (c) buyer shall assume responsibility for all incomplete infrastructure within Phase One (inclusive of phase 1A & 1B) of the Project and take all action necessary to bring it to final development specifications no later than July 31, 2018; and
 - (d) buyer shall deposit the sum of Three Thousand Five Hundred Dollars (\$3,500.00) with the City Clerk at the time of purchase, which sum shall serve as surety for the timely and satisfactory completion of all terms and conditions of this Agreement. The City shall return this sum to Buyer if and when Phase One infrastructure is completed or, if Buyer defaults, Buyer forfeits this sum to the City.
6. **Default.** If Buyer defaults, all right, title and interest in the property shall revert to

Seller in addition to any other legal remedies that Seller may pursue.

7. **Heirs and Successors.** This contract binds Buyer, Seller, their personal representatives and heirs, and anyone succeeding to their interest in the property. Buyer shall not assign this contract without Seller's prior written permission.
8. **Contingency.** The sale is contingent upon approval by resolution of the Swartz Creek City Council.

BUYER:

KHALIL NEMER

By: _____

By: _____

Witness:

SELLER:

CITY OF SWARTZ CREEK, a Michigan
Municipal Corporation,

By: _____

Its Mayor

By: _____

Its City Clerk

Witness:

Approved as to form:

Michael J. Gildner, City Attorney

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made this _____ day of _____, 2014, by and between **WOODSIDE BUILDERS, INC.**, a Michigan corporation, with principal offices at 5232 Morrish Road, Swartz Creek, Michigan 48473 (“Buyer”) and the **CITY OF SWARTZ CREEK**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 (“Seller”).

WHEREAS, Seller is the owner of certain property described herein and desires to sell that property to Buyer under the terms and conditions which follow.

NOW, THEREFORE, Seller and Buyer hereby agree as follows:

1. **Property Description.** Buyer agrees to buy from Seller the property legally described as UNIT 64 SPRINGBROOK EAST (08) FR 5836400003
2. **Sales Price.** Buyer shall pay the sum of Nine Thousand Five Hundred Fifty-Six 16/100 Dollars (\$9,556.16) to Seller no later than July 31, 2016.
3. **Title Evidence.** The Seller agrees to quit claim the property to Buyer.
4. **Taxes and Assessments.** There are no unpaid real estate taxes or assessments on the property.
5. **Building Conditions and Restrictions.**
 - (a) all construction shall take place within the building envelope and consistent with the architectural style specified in the Requests for Proposals on file with the Seller;
 - (b) buyer shall complete construction and obtain a final Certificate of Occupancy no later than July 31, 2018;
 - (c) buyer shall assume responsibility for all incomplete infrastructure within Phase One (inclusive of phase 1A & 1B) of the Project and take all action necessary to bring it to final development specifications no later than July 31, 2018; and
 - (d) buyer shall deposit the sum of Three Thousand Five Hundred Dollars (\$3,500.00) with the City Clerk at the time of purchase, which sum shall serve as surety for the timely and satisfactory completion of all terms and conditions of this Agreement. The City shall return this sum to Buyer if and when Phase One infrastructure is completed or, if Buyer defaults, Buyer forfeits this sum to the City.
6. **Default.** If Buyer defaults, all right, title and interest in the property shall revert to

Seller in addition to any other legal remedies that Seller may pursue.

- 7. **Heirs and Successors.** This contract binds Buyer, Seller, their personal representatives and heirs, and anyone succeeding to their interest in the property. Buyer shall not assign this contract without Seller's prior written permission.
- 8. **Contingency.** The sale is contingent upon approval by resolution of the Swartz Creek City Council.

BUYER:

KHALIL NEMER

By: _____

By: _____

Witness:

SELLER:

CITY OF SWARTZ CREEK, a Michigan
Municipal Corporation,

By: _____

Its Mayor

By: _____

Its City Clerk

Witness:

Approved as to form:

Michael J. Gildner, City Attorney

QUITCLAIM DEED

On September ____, 2014, the City of Swartz Creek, a home rule city, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 ("Grantor"), quitclaims to Woodside Builders, whose address is 5232 Morrish Road, Swartz Creek, Michigan 48473, ("Grantee"), the real property commonly known as Unit 39 of Springbrook East, in the City of Swartz Creek, County of Genesee, Michigan, and described as:

UNIT 39 SPRINGBROOK EAST (08) FR 5836400003

("the Property"), Parcel No. 58-36-676-039

For a sum of Nine Thousand Five Hundred Fifty-Six 17/100 Dollars (\$9,556.17),

subject to any easements and building and use restrictions of record and the lien of taxes not yet due and payable.

Grantor grants to Grantee the right to make all divisions of record under Section 108 of the Land Division Act, PA 228 of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

This transfer is exempt from real estate transfer taxes under MCL 207.526(a) and 207.505(a).

This transfer is being made to Grantee with the understanding and agreement that Grantee will use and develop the Property as specified in the Purchase Agreement executed by the parties and on file at City Offices and, in the event that the Property is not used and developed as such, all right, title and interest in the Property will revert to the City.

City of Swartz Creek

Dated: _____

By: _____

STATE OF MICHIGAN}
COUNTY OF GENESEE}

The foregoing instrument was acknowledged before me this ___ day of July 2014, by the City of Swartz Creek, by _____, Its _____.

Notary Public, Genesee County, Michigan
Acting in Genesee County, Michigan
My commission expires:

When Recorded Return to
and send subsequent tax bills to:

Prepared By:
Michael J. Gildner
Simen, Figura & Parker, P.L.C.
5206 Gateway Centre, Suite 200
Flint, Michigan 48507
(810) 235-9000

Tax Parcel No. _____ Recording Fee \$ _____ Revenue Stamps

QUITCLAIM DEED

On September ____, 2014, the City of Swartz Creek, a home rule city, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 ("Grantor"), quitclaims to Woodside Builders, whose address is 5232 Morrish Road, Swartz Creek, Michigan 48473, ("Grantee"), the real property commonly known as Unit 40 of Springbrook East, in the City of Swartz Creek, County of Genesee, Michigan, and described as:

UNIT 40 SPRINGBROOK EAST (08) FR 5836400003

("the Property"), Parcel No. 58-36-676-040

For a sum of Nine Thousand Five Hundred Dollars (\$9,500.00),

subject to any easements and building and use restrictions of record and the lien of taxes not yet due and payable.

Grantor grants to Grantee the right to make all divisions of record under Section 108 of the Land Division Act, PA 228 of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

This transfer is exempt from real estate transfer taxes under MCL 207.526(a) and 207.505(a).

This transfer is being made to Grantee with the understanding and agreement that Grantee will use and develop the Property as specified in the Purchase Agreement executed by the parties and on file at City Offices and, in the event that the Property is not used and developed as such, all right, title and interest in the Property will revert to the City.

City of Swartz Creek

Dated: _____

By: 
By:

STATE OF MICHIGAN}
COUNTY OF GENESEE}

The foregoing instrument was acknowledged before me this ___ day of July 2014, by the City of Swartz Creek, by _____, Its _____.

Notary Public, Genesee County, Michigan
Acting in Genesee County, Michigan
My commission expires:

When Recorded Return to
and send subsequent tax bills to:

Prepared By:
Michael J. Gildner
Simen, Figura & Parker, P.L.C.
5206 Gateway Centre, Suite 200
Flint, Michigan 48507
(810) 235-9000

Tax Parcel No. _____ Recording Fee \$ _____ Revenue Stamps

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COUNTY OF GENESEE}

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Tax Parcel No. _____ Recording Fee \$ _____ Revenue Stamps

QUITCLAIM DEED

On September ____, 2014, the City of Swartz Creek, a home rule city, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 ("Grantor"), quitclaims to Woodside Builders, whose address is 5232 Morrish Road, Swartz Creek, Michigan 48473, ("Grantee"), the real property commonly known as Unit 43 of Springbrook East, in the City of Swartz Creek, County of Genesee, Michigan, and described as:

UNIT 43 SPRINGBROOK EAST (08) FR 5836400003

("the Property"), Parcel No. 58-36-676-043

For a sum of Eight Thousand Five Hundred Dollars (\$8,500.00),

subject to any easements and building and use restrictions of record and the lien of taxes not yet due and payable.

Grantor grants to Grantee the right to make all divisions of record under Section 108 of the Land Division Act, PA 228 of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

This transfer is exempt from real estate transfer taxes under MCL 207.526(a) and 207.505(a).

This transfer is being made to Grantee with the understanding and agreement that Grantee will use and develop the Property as specified in the Purchase Agreement executed by the parties and on file at City Offices and, in the event that the Property is not used and developed as such, all right, title and interest in the Property will revert to the City.

City of Swartz Creek

Dated: _____

By: _____

STATE OF MICHIGAN}
COUNTY OF GENESEE}

The foregoing instrument was acknowledged before me this ___ day of July 2014, by the City of Swartz Creek, by _____, Its _____.

Notary Public, Genesee County, Michigan
Acting in Genesee County, Michigan
My commission expires:

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Prepared By:
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Simen, Figura & Parker, P.L.C.
5206 Gateway Centre, Suite 200
Flint, Michigan 48507
(810) 235-9000

Tax Parcel No. _____ Recording Fee \$ _____ Revenue Stamps

QUITCLAIM DEED

On September ____, 2014, the City of Swartz Creek, a home rule city, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 ("Grantor"), quitclaims to Woodside Builders, whose address is 5232 Morrish Road, Swartz Creek, Michigan 48473, ("Grantee"), the real property commonly known as Unit 44 of Springbrook East, in the City of Swartz Creek, County of Genesee, Michigan, and described as:

UNIT 44 SPRINGBROOK EAST (08) FR 5836400003

("the Property"), Parcel No. 58-36-676-044

For a sum of Seven Thousand Five Hundred Dollars (\$7,500.00),

subject to any easements and building and use restrictions of record and the lien of taxes not yet due and payable.

Grantor grants to Grantee the right to make all divisions of record under Section 108 of the Land Division Act, PA 228 of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

This transfer is exempt from real estate transfer taxes under MCL 207.526(a) and 207.505(a).

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City of Swartz Creek

Dated: _____

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By:

STATE OF MICHIGAN}
COUNTY OF GENESEE}

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Flint, Michigan 48507
(810) 235-9000

Tax Parcel No. _____ Recording Fee \$ _____ Revenue Stamps

QUITCLAIM DEED

On September ____, 2014, the City of Swartz Creek, a home rule city, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 ("Grantor"), quitclaims to Woodside Builders, whose address is 5232 Morrish Road, Swartz Creek, Michigan 48473, ("Grantee"), the real property commonly known as Unit 53 of Springbrook East, in the City of Swartz Creek, County of Genesee, Michigan, and described as:

UNIT 53 SPRINGBROOK EAST (08) FR 5836400003

("the Property"), Parcel No. 58-36-676-053

For a sum of Nine Thousand Five Hundred Fifty-Six 17/100 Dollars (\$9,556.17),

subject to any easements and building and use restrictions of record and the lien of taxes not yet due and payable.

Grantor grants to Grantee the right to make all divisions of record under Section 108 of the Land Division Act, PA 228 of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

This transfer is exempt from real estate transfer taxes under MCL 207.526(a) and 207.505(a).

This transfer is being made to Grantee with the understanding and agreement that Grantee will use and develop the Property as specified in the Purchase Agreement executed by the parties and on file at City Offices and, in the event that the Property is not used and developed as such, all right, title and interest in the Property will revert to the City.

City of Swartz Creek

Dated: _____

By: _____

STATE OF MICHIGAN}
COUNTY OF GENESEE}

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Acting in Genesee County, Michigan
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Prepared By:
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Simen, Figura & Parker, P.L.C.
5206 Gateway Centre, Suite 200
Flint, Michigan 48507
(810) 235-9000

Tax Parcel No. _____ Recording Fee \$ _____ Revenue Stamps

QUITCLAIM DEED

On September ____, 2014, the City of Swartz Creek, a home rule city, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 ("Grantor"), quitclaims to Woodside Builders, whose address is 5232 Morrish Road, Swartz Creek, Michigan 48473, ("Grantee"), the real property commonly known as Unit 54 of Springbrook East, in the City of Swartz Creek, County of Genesee, Michigan, and described as:

UNIT 54 SPRINGBROOK EAST (08) FR 5836400003

("the Property"), Parcel No. 58-36-676-054

For a sum of Nine Thousand Five Hundred Dollars (\$9,500.00),

subject to any easements and building and use restrictions of record and the lien of taxes not yet due and payable.

Grantor grants to Grantee the right to make all divisions of record under Section 108 of the Land Division Act, PA 228 of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

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Tax Parcel No. _____ Recording Fee \$ _____ Revenue Stamps

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COUNTY OF GENESEE}

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Flint, Michigan 48507
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Tax Parcel No. _____ Recording Fee \$ _____ Revenue Stamps

QUITCLAIM DEED

On September ____, 2014, the City of Swartz Creek, a home rule city, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 ("Grantor"), quitclaims to Woodside Builders, whose address is 5232 Morrish Road, Swartz Creek, Michigan 48473, ("Grantee"), the real property commonly known as Unit 56 of Springbrook East, in the City of Swartz Creek, County of Genesee, Michigan, and described as:

UNIT 56 SPRINGBROOK EAST (08) FR 5836400003

("the Property"), Parcel No. 58-36-676-056

For a sum of Seven Thousand Five Hundred Dollars (\$7,500.00),

subject to any easements and building and use restrictions of record and the lien of taxes not yet due and payable.

Grantor grants to Grantee the right to make all divisions of record under Section 108 of the Land Division Act, PA 228 of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

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City of Swartz Creek

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Tax Parcel No. _____ Recording Fee \$ _____ Revenue Stamps

QUITCLAIM DEED

On September ____, 2014, the City of Swartz Creek, a home rule city, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 (“Grantor”), quitclaims to Woodside Builders, whose address is 5232 Morrish Road, Swartz Creek, Michigan 48473, (“Grantee”), the real property commonly known as Unit 64 of Springbrook East, in the City of Swartz Creek, County of Genesee, Michigan, and described as:

UNIT 64 SPRINGBROOK EAST (08) FR 5836400003

(“the Property”), Parcel No. 58-36-676-064

For a sum of Nine Thousand Five Hundred Fifty-Six 16/100 Dollars (\$9,556.16),

subject to any easements and building and use restrictions of record and the lien of taxes not yet due and payable.

Grantor grants to Grantee the right to make all divisions of record under Section 108 of the Land Division Act, PA 228 of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

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Dated: _____

By: _____

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Flint, Michigan 48507
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Tax Parcel No. _____ Recording Fee \$ _____ Revenue Stamps

Permits

Swartz Creek Permit Report December 1st- June 30th, 2014

Permit #	Date Issued	Address	Permit Type	Category	Permit Fee	Amount
PB1400003	4/7/2014	7286 MILLER RD	BUILDING	ADDITION	\$335.00	\$150.75
PB1400004	12/19/2013	5023 WINSTON DR	BUILDING	SIDING	\$190.00	\$85.50
PB1400005	12/20/2013	5020 BRADY ST	BUILDING	REROOF	\$155.00	\$69.75
PB1400006	12/27/2013	7063 PARK RIDGE PKWY	BUILDING	REROOF	\$135.00	\$60.75
PB1400007	1/13/2014	7257 MILLER	BUILDING	SUPPORT BEAM	\$120.00	\$54.00
PB1400008	1/16/2014	6192 MILLER RD	BUILDING	WINDOW REPLACEMENT	\$115.00	\$51.75
PB1400009	4/14/2014	8277 MILLER RD	BUILDING	REROOF	\$125.00	\$56.25
PB1400010	2/5/2014	5239 GREENLEAF DR	BUILDING	WINDOW REPLACEMENT	\$100.00	\$45.00
PB1400011	4/25/2014	4375 MAYA LN	BUILDING	NEW CONDO	\$1,020.00	\$459.00
PB1400012	4/29/2014	9299 HILL RD	BUILDING	REROOF	\$125.00	\$56.25
PB1400013	5/6/2014	9182 YOUNG DR	BUILDING	DECK	\$125.00	\$56.25
PB1400014	5/8/2014	56 KINGSLEY	BUILDING	REROOF	\$105.00	\$47.25
PB1400015	5/16/2014	8253 MILLER RD	BUILDING	INTERIOR RENOVATION	\$100.00	\$45.00
PB1400016	5/20/2014	7151 PARK RIDGE PKWY	BUILDING	GARAGE	\$155.00	\$69.75
PB1400017	5/20/2014	7070 MILLER RD	BUILDING	INTERIOR BUILD OUT	\$1,520.00	\$684.00
PB1400018	6/10/2014	6060 BRISTOL RD	BUILDING	DEMOS& INTERIOR RENO	\$21,295.00	\$9,582.75
PB1400020	6/6/2014	5227 DURWOOD DR	BUILDING	POOL	\$110.00	\$49.50
PB1400021	6/4/2014	175 BROOKFIELD	BUILDING	REROOF	\$115.00	\$51.75
PB1400023	6/18/2014	5205 DAVAL DR	BUILDING	DECK	\$105.00	\$47.25
PB1400024	6/24/2014	4015 ELMS RD	BUILDING	DEMO	\$150.00	\$67.50
PB1400025	6/19/2014	7224 LINDSEY DR	BUILDING	NEW DWELLING	\$965.00	\$434.25
PB1400026	6/26/2014	4275 CHAPEL LN	BUILDING	SUNROOM	\$115.00	\$51.75
PB1400027	6/26/2014	7163 LINDSEY DR	BUILDING	SUNROOM	\$160.00	\$72.00
PE1400009	12/13/2013	4311 ELMS RD	ELECTRICAL	SIGN ELECTRICAL	\$220.00	\$99.00
PE1400010	12/13/2013	5152 MORRISH RD	ELECTRICAL	SERVICE UPGRADE	\$110.00	\$49.50
PE1400011	12/13/2013	5152 MORRISH RD	ELECTRICAL	SERVICE UPGRADE	\$110.00	\$49.50
PE1400012	12/19/2013	5152 MORRISH RD	ELECTRICAL	SERVICE & A/C	\$117.00	\$52.65

PE1400013	3/31/2014	8057 MILLER RD	ELECTRICAL	RENOVATION	\$150.00	\$67.50
PE1400014	3/31/2014	6060 BRISTOL RD	ELECTRICAL	TEMP SERVICE	\$110.00	\$49.50
PE1400015	4/7/2014	7286 MILLER RD	ELECTRICAL	ADDITION ELECTRICAL	\$179.00	\$80.55
PE1400016	12/19/2013	4394 MORRISH RD	ELECTRICAL	SERVICE UPGRADE	\$120.00	\$54.00
PE1400017	1/15/2014	7390 CROSSCREEK DR	ELECTRICAL	GENERATOR	\$110.00	\$49.50
PE1400018	1/27/2014	7362 CROSSCREEK DR	ELECTRICAL	SERVICE UPGRADE	\$117.00	\$52.65
PE1400019	1/27/2014	6737 NEMER CT	ELECTRICAL	SERVICE UPGRADE	\$117.00	\$52.65
PE1400020	2/26/2014	4278 CHAPEL LN	ELECTRICAL	GENERATOR	\$107.00	\$48.15
PE1400021	3/7/2014	4290 SPRINGBROOK DR	ELECTRICAL	GENERATOR	\$106.00	\$47.70
PE1400022	4/28/2014	9235 HILL RD	ELECTRICAL	A/C	\$106.00	\$47.70
PE1400023	4/28/2014	8253 MILLER RD	ELECTRICAL	REWIRE DWELLING	\$316.00	\$142.20
PE1400024	4/29/2014	8100 CIVIC DR	ELECTRICAL	CELL TOWER LIGHTING	\$120.00	\$54.00
PE1400025	4/30/2014	4278 MORRISH RD	ELECTRICAL	REWIRE PETROLEUM SYS	\$175.00	\$78.75
PE1400026	5/5/2014	4485 FREDERICK ST	ELECTRICAL	SERVICE UPGRADE	\$110.00	\$49.50
PE1400027	5/5/2014	7070 MILLER RD	ELECTRICAL	BUILDOUT WIRING	\$282.00	\$126.90
PE1400028	5/29/2014	4261 LATIFEE CT	ELECTRICAL	GENERATOR/GASLINE	\$116.00	\$52.20
PE1400029	5/29/2014	4269 LATIFEE CT	ELECTRICAL	GENERATOR/GASLINE	\$116.00	\$52.20
PE1400030	6/2/2014	6060 BRISTOL RD	ELECTRICAL	RENOVATION	\$1,045.00	\$470.25
PE1400031	6/13/2014	4375 MAYA LN	ELECTRICAL	NEW DWELLING ELEC	\$276.00	\$124.20
PE1400032	6/23/2014	8502 CHELMSFORD DR	ELECTRICAL	GENERATOR/GASLINE	\$117.00	\$52.65
PE1400033	6/18/2014	9179 JILL MARIE LN	ELECTRICAL	SERVICE	\$123.00	\$55.35
PE1400034	6/23/2014	7472 SPRINGBROOK	ELECTRICAL	A/C	\$106.00	\$47.70
PE1400035	6/25/2014	7257 MILLER RD	ELECTRICAL	A/C	\$106.00	\$47.70
PM1400008	12/5/2013	7132 ABBEY LN	MECHANICAL	BOILER	\$130.00	\$58.50
PM1400009	12/11/2013	6257 BRISTOL RD	MECHANICAL	FURNACE	\$130.00	\$58.50
PM1400010	3/31/2014	7435 CROSSCREEK DR	MECHANICAL	FURNACE	\$130.00	\$58.50
PM1400011	4/7/2014	7286 MILLER RD	MECHANICAL	DUCTWORK	\$155.00	\$69.75
PM1400012	2/11/2014	5282 GREENLEAF DR	MECHANICAL	FURNACE	\$130.00	\$58.50
PM1400013	12/20/2013	5154 SEYMOUR RD	MECHANICAL	A/C	\$130.00	\$58.50
PM1400014	12/23/2013	4193 HICKORY LN	MECHANICAL	FURNACE	\$130.00	\$58.50
PM1400015	12/23/2013	7506 ELIZABETH CT	MECHANICAL	FURNACE & A/C	\$170.00	\$76.50
PM1400016	1/15/2014	5337 SEYMOUR RD	MECHANICAL	FURNACE	\$140.00	\$63.00
PM1400017	1/15/2014	7390 CROSSCREEK DR	MECHANICAL	GASLINE	\$110.00	\$49.50

PM1400018	1/22/2014	7184 PARK RIDGE PKWY	MECHANICAL	WATER HEATER	\$106.00	\$47.70
PM1400019	1/27/2014	7362 CROSSCREEK DR	MECHANICAL	GASLINE	\$105.00	\$47.25
PM1400020	1/27/2014	6737 NEMER CT	MECHANICAL	GASLINE	\$105.00	\$47.25
PM1400021	2/11/2014	6419 BRICOTOL RD	MECHANICAL	FURNACE	\$130.00	\$58.50
PM1400022	2/22/2014	5262 WINSHALL DR	MECHANICAL	FURNACE	\$130.00	\$58.50
PM1400023	3/10/2014	4084 JENNIE LN	MECHANICAL	FURNACE	\$130.00	\$58.50
PM1400024	3/11/2014	8253 MILLER RD	MECHANICAL	BOILER	\$130.00	\$58.50
PM1400025	3/6/2014	4278 CHAPEL LN	MECHANICAL	GENERATOR/GASLINE	\$135.00	\$60.75
PM1400026	3/11/2014	7230 MILLER RD	MECHANICAL	FURNACE	\$130.00	\$58.50
PM1400027	1/13/2014	5036 WINSTON DR	MECHANICAL	FURNACE	\$130.00	\$58.50
PM1400028	3/17/2014	5272 WORCHESTER DR	MECHANICAL	FURNACE & A/C	\$160.00	\$72.00
PM1400029	3/7/2014	4290 SPRINGBROOK DR	MECHANICAL	GASLINE	\$135.00	\$60.75
PM1400030	4/17/2014	9235 HILL RD	MECHANICAL	FURNACE & A/C	\$160.00	\$72.00
PM1400031	4/21/2014	8313 MILLER RD	MECHANICAL	FURNACE & A/C	\$160.00	\$72.00
PM1400032	5/5/2014	7245 MAPLECREST CIR	MECHANICAL	GENERATOR/GASLINE	\$130.00	\$58.50
PM1400033	5/14/2014	7447 COUNTRY MEADOW	MECHANICAL	FURNACE	\$130.00	\$58.50
PM1400035	5/20/2014	7056 PARK RIDGE PKWY	MECHANICAL	FURNACE A/C WATER HT	\$165.00	\$74.25
PM1400036	5/23/2014	4384 MORRISH RD	MECHANICAL	FURNACE	\$130.00	\$58.50
PM1400037	5/27/2014	6060 BRISTOL RD	MECHANICAL	BUILDOUT MECH	\$435.00	\$195.75
PM1400038	5/29/2014	5255 GREENLEAF DR	MECHANICAL	FURNACE A/C	\$170.00	\$76.50
PM1400039	5/29/2014	7070 MILLER RD	MECHANICAL	DUCTWORK	\$190.00	\$85.50
PM1400040	6/2/2014	4261 LATIFEE CT	MECHANICAL	GASLINE	\$105.00	\$47.25
PM1400041	6/2/2014	4269 LATIFEE CT	MECHANICAL	GASLINE	\$105.00	\$47.25
PM1400042	6/4/2014	8439 CAPPY LN	MECHANICAL	A/C	\$130.00	\$58.50
PM1400043	6/10/2014	4428 SPRINGBROOK DR	MECHANICAL	GENERATOR/GASLINE	\$135.00	\$60.75
PM1400044	6/16/2014	4375 MAYA LN	MECHANICAL	NEW DWELLING MECH	\$265.00	\$119.25
PM1400045	6/16/2014	9179 JILL MARIE LN	MECHANICAL	GENERATOR	\$160.00	\$72.00
PM1400046	6/20/2014	7070 MILLER RD	MECHANICAL	FIRE PROTECTION	\$337.00	\$151.65
PM1400047	6/23/2014	6060 BRISTOL RD	MECHANICAL	FIRE PROTECTION	\$503.00	\$226.35
PM1400048	6/23/2014	7458 SPRINGBROOK	MECHANICAL	FURNACE/AC	\$160.00	\$72.00
PM1400049	6/18/2014	8502 CHELMSFORD DR	MECHANICAL	GENERATOR/GASLINE	\$135.00	\$60.75
PM1400050	6/24/2014	7472 SPRINGBROOK	MECHANICAL	FURNACE	\$105.00	\$47.25
PM1400051	6/25/2014	7257 MILLER RD	MECHANICAL	A/C	\$130.00	\$58.50

PP140003	3/31/2014	5163 DON SHENL DR	PLUMBING	SEWER LINE	\$105.00	\$47.25
PP140004	4/7/2014	7286 MILLER RD	PLUMBING	BATHROOM ADDITION	\$165.00	\$74.25
PP140005	1/2/2014	5356 WORCHESTER DR	PLUMBING	WATER HEATER	\$105.00	\$47.25
PP140006	3/6/2014	4534 RAUBINGER RD	PLUMBING	WATER HEATER	\$105.00	\$47.25
PP140007	4/17/2014	6159 BRISTOL RD	PLUMBING	WATER HEATER	\$105.00	\$47.25
PP140008	4/30/2014	7070 MILLER RD	PLUMBING	BUILDOUT PLUMB	\$415.00	\$186.75
PP140009	5/27/2014	6060 BRISTOL RD	PLUMBING	RENOVATION PLUMB	\$470.00	\$211.50
PP140010	6/2/2014	4375 MAYA LN	PLUMBING	NEW DWELLING PLUMB	\$264.00	\$118.80
PP1400011	6/18/2014	5198 WORCHESTER	PLUMBING	WATER HEATER	\$105.00	\$47.25
PZ140002	4/8/2014	8071 MAPLE ST	ZONING	SHED	\$25.00	\$10.00
PZ140003	4/23/2014	4194 JENNIE LN	ZONING	FENCE	\$25.00	\$10.00
PZ140004	5/20/2014	9186 OAKVIEW DR	ZONING	SHED	\$25.00	\$10.00
PZ140005	6/4/2014	5381 GREENLEAF DR	ZONING	GAZEBO	\$25.00	\$10.00
PZ140006	6/5/2014	5141 OXFORD CT	ZONING	FENCE	\$25.00	\$10.00
PZ140007	6/10/2014	8414 CAPPY	ZONING	SHED	\$25.00	\$10.00
PZ140008	3/6/2014	5387 MILLER RD	ZONING	FENCE	\$25.00	\$10.00
				TOTAL	\$41,062.00	\$18,469.15

Inspection List with Commission

06/26/14

Record	Address	Inspection	Completed	Inspector	Commission
PM140008	7132 ABBEY L	Final	12/11/2013	Bob Davis	\$40.00
PM140009	6257 BRISTOL	Final	12/12/2013	Bob Davis	\$40.00
PB1400002	7435 WADE ST	Final	12/16/2013	Marty Johnson	\$25.00
PE1400009	4311 ELMS RD	Final	12/13/2013	Leon Buning	\$40.00
PE1400016	4394 MORRISH	Final	12/23/2013	Leon Buning	\$40.00
PM140013	5154 SEYMOU	Final	12/31/2013	Bob Davis	\$40.00
PP140005	5356 WORCHE	Final	01/07/2014	Bob Davis	\$40.00
PM140015	7506 ELIZABE	Final	01/15/2014	Bob Davis	\$40.00
PM140016	5337 SEYMOU	Final	01/16/2014	Bob Davis	\$40.00
PB1400006	7063 PARK RID	Final	01/20/2014	Marty Johnson	\$40.00
PB1400007	7257 MILLER R	Final	01/22/2014	Marty Johnson	\$35.00
PM140017	7390 CROSSCR	Final	01/23/2014	Bob Davis	\$40.00
PE1400017	7390 CROSSCR	Final	01/23/2014	Leon Buning	\$40.00
PB1400008	6192 MILLER R	Final	01/23/2014	Marty Johnson	\$25.00
PM140018	7184 PARK RID	Final	01/28/2014	Bob Davis	\$40.00
PE1400017	7390 CROSSCR	Final	02/04/2014	Leon Buning	\$40.00
PB1400004	5023 WINSTON	Final	02/04/2014	Marty Johnson	\$25.00
PM140021	6419 BRISTOL	Final	02/20/2014	Bob Davis	\$40.00
PE1400020	4278 CHAPEL	Final	03/05/2014	Leon Buning	\$40.00
PE1400010	5152 MORRISH	Final	03/07/2014	Leon Buning	\$40.00
PE1400011	5152 MORRISH	Service	03/07/2014	Leon Buning	\$40.00
PE1400012	5152 MORRISH	Service	03/07/2014	Leon Buning	\$40.00
PE1400018	7362 CROSSCR	Final	03/07/2014	Leon Buning	\$40.00
PM140019	7362 CROSSCR	Final	03/05/2014	Bob Davis	\$40.00
PE1400019	6737 NEMER C	Final	03/07/2014	Leon Buning	\$40.00
PM140020	6737 NEMER C	Final	03/05/2014	Bob Davis	\$40.00

Inspection List with Commission

06/26/14

Record	Adress	Inspection	Completed	Inspector	Commission
PM140023	4084 JENNIE L	Final	03/11/2014	Bob Davis	\$40.00
PM140025	4278 CHAPEL	Final	03/11/2014	Bob Davis	\$40.00
PE1400021	4290 SPRINGB	Final	03/12/2014	Leon Buning	\$40.00
PP140006	4534 RAUBING	Final	03/18/2014	Bob Davis	\$40.00
PM140024	8253 MILLER R	Final	03/13/2014	Bob Davis	\$40.00
PM140028	5272 WORCHE	Final	03/18/2014	Bob Davis	\$40.00
PB1400005	5020 BRADY S	Final	03/20/2014	Marty Johnson	\$25.00
PM140027	5036 WINSTON	Final	03/20/2014	Bob Davis	\$40.00
PM140026	7230 MILLER R	Final	03/25/2014	Bob Davis	\$40.00
PE1400013	8057 MILLER R	Final	03/27/2014	Leon Buning	\$40.00
PM140010	7435 CROSSCR	Final	03/27/2014	Bob Davis	\$40.00
PM140029	4290 SPRINGB	Final	03/27/2014	Bob Davis	\$40.00
PP140003	5163 DON SHE	Final	04/07/2014	Bob Davis	\$40.00
PE1400014	6060 BRISTOL	Service	04/01/2014	Leon Buning	\$40.00
PM140012	5282 GREENLE	Final	04/08/2014	Bob Davis	\$40.00
PM140014	4193 HICKORY	Final	04/08/2014	Bob Davis	\$40.00
PM140022	5262 WINSHAL	Final	04/15/2014	Bob Davis	\$40.00
PB1400003	7286 MILLER R	Footing	04/22/2014	Marty Johnson	\$35.00
PM140030	9235 HILL RD	Final	04/22/2014	Bob Davis	\$40.00
PP140007	6159 BRISTOL	Final	04/17/2014	Bob Davis	\$40.00
PB1400011	4375 MAYA LN	Footing	04/28/2014	Marty Johnson	\$35.00
PZ14-0003	4194 JENNIE L	Final Zoning	04/29/2014	Marty Johnson	\$0.00
PB1400009	8277 MILLER R	Final	04/30/2014	Marty Johnson	\$25.00
PE1400023	8253 MILLER R	Rough	05/01/2014	Leon Buning	\$40.00
PP140008	7070 MILLER R	Underground	05/01/2014	Bob Davis	\$40.00
PE1400013	8057 MILLER R	Final	05/01/2014	Leon Buning	\$40.00

Inspection List with Commission

06/26/14

Record	Adress	Inspection	Completed	Inspector	Commission
PB1400003	7286 MILLER R	Backfill	05/05/2014	Marty Johnson	\$35.00
PE1400026	4485 FREDERI	Service	05/06/2014	Leon Buning	\$40.00
PB1400015	8253 MILLER R	Insulation	05/07/2014	Marty Johnson	\$35.00
PE1400025	4278 MORRISH	Rough	05/08/2014	Leon Buning	\$40.00
PE1400024	8100 CIVIC DR	Final	05/08/2014	Leon Buning	\$40.00
PB1400012	9299 HILL RD	Final	05/08/2014	Marty Johnson	\$25.00
PB1400011	4375 MAYA LN	Backfill	05/12/2014	Marty Johnson	\$35.00
PE1400027	7070 MILLER R	Rough	05/15/2014	Leon Buning	\$40.00
PP140009	6060 BRISTOL	Underground	05/16/2014	Bob Davis	\$40.00
PB1400017	7070 MILLER R	Footing	05/19/2014	Marty Johnson	\$50.00
PE1400022	9235 HILL RD	Final	05/20/2014	Leon Buning	\$40.00
PP140008	7070 MILLER R	Rough	05/20/2014	Bob Davis	\$0.00
PB1400016	7151 PARK RID	Footing	05/28/2014	Marty Johnson	\$25.00
PM140033	7447 COUNTR	Final	06/05/2014	Bob Davis	\$40.00
PP140009	6060 BRISTOL	Underground	05/29/2014	Bob Davis	\$40.00
PB1400018	6060 BRISTOL	Footing	06/17/2014	Marty Johnson	\$50.00
PB1400016	7151 PARK RID	Footing	06/02/2014	Marty Johnson	\$25.00
PM140036	4384 MORRISH	Final	06/03/2014	Bob Davis	\$40.00
PZ14-0004	9186 OAKVIE	Final Zoning	06/03/2014	Marty Johnson	\$0.00
PP140010	4375 MAYA LN	Underground	06/03/2014	Bob Davis	\$40.00
PB1400014	56 KINGSLEY	Final	06/03/2014	Marty Johnson	\$25.00
PE1400028	4261 LATIFEE	Final	06/09/2014	Leon Buning	\$40.00
PE1400029	4269 LATIFEE	Final	06/09/2014	Leon Buning	\$40.00
PE1400030	6060 BRISTOL	Rough	06/09/2014	Leon Buning	\$40.00
PB1400013	9182 YOUNG D	Post Hole	06/09/2014	Marty Johnson	\$20.00
PE1400027	7070 MILLER R	Rough	06/09/2014	Leon Buning	\$40.00

Inspection List with Commission

06/26/14

Record	Adress	Inspection	Completed	Inspector	Commission
PM140040	4261 LATIFEE	Final	06/10/2014	Bob Davis	\$40.00
PM140041	4269 LATIFEE	Final	06/10/2014	Bob Davis	\$40.00
PB1400018	6060 BRISTOL	Rough	06/17/2014	Marty Johnson	\$50.00
PP140009	6060 BRISTOL	Rough	06/10/2014	Bob Davis	\$40.00
PM140032	7245 MAPLEC	Final	06/12/2014	Bob Davis	\$40.00
PE1400025	4278 MORRISH	Final	06/16/2014	Leon Buning	\$40.00
PE1400031	4375 MAYA LN	Service	06/16/2014	Leon Buning	\$40.00
PM140039	7070 MILLER R	Rough	06/17/2014	Bob Davis	\$40.00
PM140044	4375 MAYA LN	Rough	06/17/2014	Bob Davis	\$40.00
PB1400011	4375 MAYA LN	Rough	06/17/2014	Marty Johnson	\$35.00
PB1400025	7224 LINDSEY	Footing	06/17/2014	Marty Johnson	\$35.00
PB1400017	7070 MILLER R	Post Hole	06/18/2014	Marty Johnson	\$50.00
PM140043	4428 SPRINGB	Final	06/19/2014	Bob Davis	\$40.00
PB1400011	4375 MAYA LN	Insulation	06/20/2014	Marty Johnson	\$35.00
PB1400013	9182 YOUNG D	Final	06/23/2014	Marty Johnson	\$20.00
PB1400025	7224 LINDSEY	Backfill	06/23/2014	Marty Johnson	\$35.00
PP140011	5198 WORCHE	Final	06/24/2014	Bob Davis	\$40.00
PB1400023	5205 DAVAL D	Post Hole	06/26/2014	Marty Johnson	\$20.00
PM140031	8313 MILLER R	Final		Bob Davis	\$40.00
PM140046	7070 MILLER R	Rough		Bob Davis	\$40.00
PP140010	4375 MAYA LN	Rough		Bob Davis	\$40.00
PE1400033	9179 JILL MAR	Final		Leon Buning	\$40.00
PM140045	9179 JILL MAR	Final		Bob Davis	\$40.00
PB1400003	7286 MILLER R	Footing	06/26/2014	Marty Johnson	\$25.00

Total Commissions: \$3,740.00

Population:

HOURLY WORK

City of Swartz Creek Hourly Report December 1st, 2013- June 30th, 2014

Date	Address/Contact	Description	Hours	Rate	Amount
1/8/2014	8083 CIVIC DRIVE	MEETING WITH ADAM AND STAFF FOR BLD DEPT TRANSION	3	\$39.00	\$117.00
1/9/2014	8083 CIVIC DRIVE	DISCUSS T-MOBILE PERMIT RECEIVED DURING TRANSION	0.5	\$39.00	\$19.50
1/24/2014	4935 ITA CT	SITE VISIT FOR GENERATOR ISSUE WITH ELEC INSPECTOR	2	\$39.00	\$78.00
2/3/2014	8083 CIVIC DRIVE	BS&A SET-UP AND TEMPLATES THROUGH OUT PROCESS	12	\$39.00	\$468.00
1/27/2014	8083 CIVIC DRIVE	RESEARCH AND ASSIGN NEW ADRESS TO PERFORMING ARTS	2.25	\$39.00	\$87.75
2/5/2014	6007 MILLER RD	TEMP SIGN ISSUE	0.5	\$39.00	\$19.50
2/5/2014	5370 MILLER RD	TEMP SIGN ISSUE	0.5	\$39.00	\$19.50
2/13/2014	8083 CIVIC DRIVE	DRAFT SIDEWALK MAINTENANCE LETTER	0.75	\$39.00	\$29.25
2/17/2014	5387 MILLER RD	DISCUSSION WITH OWNER ON UPCOMMING COURT CASE	0.25	\$39.00	\$9.75
2/19/2014	6007 MILLER RD	STATUS INSPECTION ON SIGN VIOLATION	0.25	\$39.00	\$9.75
2/19/2014	8083 CIVIC DRIVE	REVIEW OF PROPOSED IPMC ORD	1	\$39.00	\$39.00
2/20/2014	5387 MILLER RD	SITE VISIT AND MEETING WITH OWNER ON FENCE ISSUE	1	\$39.00	\$39.00
3/14/2014	5387 MILLER RD	APPEARANCE IN COURT	3.25	\$39.00	\$126.75
3/17/2014	4036 ELMS RD	ORDINANCE VIOLATION SITE VISIT	0.5	\$39.00	\$19.50
3/24/2014	6007 MILLER RD	SIGN VIOLATION SITE VISIT AND NOTICE OF VIOLATION SENT	1.25	\$39.00	\$48.75
3/31/2014	6007 MILLER RD	STATUS INSPECTION	0.25	\$39.00	\$9.75
4/3/2014	3374 ELMS RD	SIGN VIOLATION SITE VISIT	0.25	\$39.00	\$9.75
4/7/2014	7139 MILLER RD	SIGN AND ZONING ORD VIOLATION SITE VISIT	0.5	\$39.00	\$19.50
4/10/2014	7048 MILLER RD	SIGN VIOLATION SITE VISIT	0.5	\$39.00	\$19.50
4/14/2014	8083 CIVIC DRIVE	COUNCIL MEETING	0.5	\$39.00	\$19.50
4/17/2014	4500 MORRISH RD	MEETING AT ADAMS REQUEST	1	\$39.00	\$39.00
5/1/2014	5375 SEYMOUR RD	BLIGHT VIOLATION SITE VISIT / NOTICE OF VIOLATION SENT	0.5	\$39.00	\$19.50
5/1/2014	4438 MORRISH RD	REVIEW OF RFP FOR DEMO OF BUILDING	0.5	\$39.00	\$19.50
5/12/2014	5387 MILLER RD	DISCUSSION WITH OWNER ON PERMIT PROCESS	0.25	\$39.00	\$9.75
5/14/2014	8083 CIVIC DRIVE	BS&A TRAINING TO STAFF	4	\$39.00	\$156.00
5/19/2014	5375 SEYMOUR RD	STATUS INSPECTION	0.25	\$39.00	\$9.75
5/20/2014	5375 SEYMOUR RD	NOTICE OF VIOLATION LETTER	0.5	\$39.00	\$19.50

5/22/2014	5126 MORRISH RD	WORK WITHOUT PERMIT INSPECTION	0.25	\$39.00	\$9.75
5/28/2014	4035 ELMS RD	WORK WITHOUT PERMIT INSPECTION	0.5	\$39.00	\$19.50
5/31/2014	5020 BRADY ST	ZONING VIOLATION SITE INSPECTION	0.5	\$39.00	\$19.50
6/2/2014	5375 SEYMOUR RD	STATUS INSPECTION	0.25	\$39.00	\$9.75
6/3/2014	8468 CHESTERFIELD DR	WORK WITHOUT PERMIT INSPECTION	0.5	\$39.00	\$19.50
6/3/2014	8468 CHESTERFIELD DR	NOTICE OF VIOLATION LETTER	0.25	\$39.00	\$9.75
6/4/2014	8083 CIVIC DRIVE	SPRINGBROOK EAST RFP MEETING	1.5	\$39.00	\$58.50
6/5/2014	5387 MILLER RD	MEETING WITH OWNER ON ZONING ISSUES	1	\$39.00	\$39.00
6/5/2014	4141 MORRISH RD	SIGN PERMIT REVIEW	0.5	\$39.00	\$19.50
6/9/2014	5086 FAIRCHILD	BLIGHT VIOLATION SITE VISIT	0.5	\$39.00	\$19.50
6/9/2014	5232 DURWOOD	BLIGHT VIOLATION SITE VISIT	0.25	\$39.00	\$9.75
6/9/2014	4264 MORRISH RD	BLIGHT VIOLATION SITE VISIT	0.5	\$39.00	\$19.50
6/9/2014	8414 CAPPY LN	BLIGHT VIOLATION SITE VISIT	0.25	\$39.00	\$9.75
6/9/2014	5123 MORRISH RD	BLIGHT VIOLATION SITE VISIT	0.25	\$39.00	\$9.75
6/10/2014	5157 MORRISH RD	BLIGHT VIOLATION SITE VISIT	0.25	\$39.00	\$9.75
6/10/2014	5366 WINSALL DR	BLIGHT VIOLATION SITE VISIT	0.5	\$39.00	\$19.50
6/10/2014	5387 MILLER RD	SITE INSPECTION FOR POOL CONDITION AND BLIGHT	1	\$39.00	\$39.00
6/10/2014	8083 CIVIC DRIVE	ZONING REVIEW AND DENIAL DISCUSSION WITH OWNER	1	\$39.00	\$39.00
6/16/2014	8468 CHESTERFIELD DR	SPRING BROOK EAST MEETING FOR FINAL RFP	1	\$39.00	\$39.00
6/19/2014	5090 FAIRCHILD	STATUS INSPECTION	0.25	\$39.00	\$9.75
6/19/2014	8231 MILLER RD	BLIGHT VIOLATION SITE VISIT	0.25	\$39.00	\$9.75
6/19/2014	9179 JILL MARIE	BLIGHT VIOLATION SITE VISIT	0.5	\$39.00	\$19.50
6/18/2014	5160 OAKVIEW	BLIGHT VIOLATION SITE VISIT	0.25	\$39.00	\$9.75
6/18/2014	8298 MILLER RD	BLIGHT VIOLATION SITE VISIT	0.25	\$39.00	\$9.75
6/18/2014	5020 FORD ST	BLIGHT VIOLATION SITE VISIT	0.5	\$39.00	\$19.50
6/18/2014	7287 MILLER RD	BLIGHT VIOLATION SITE VISIT	0.25	\$39.00	\$9.75
6/18/2014	5235 WORCHESTER DR	BLIGHT VIOLATION SITE VISIT	0.5	\$39.00	\$19.50
6/18/2014	5086 FAIRCHILD	NOTICE OF VIOLATION LETTER	0.25	\$39.00	\$9.75
6/18/2014	5020 FORD ST	NOTICE OF VIOLATION LETTER	0.5	\$39.00	\$19.50
6/18/2014	7287 MILLER RD	NOTICE OF VIOLATION LETTER	0.25	\$39.00	\$9.75
6/18/2014	8231 MILLER RD	NOTICE OF VIOLATION LETTER	0.25	\$39.00	\$9.75
6/18/2014	8298 MILLER RD	NOTICE OF VIOLATION LETTER	0.25	\$39.00	\$9.75
6/18/2014	4264 MORRISH RD	NOTICE OF VIOLATION LETTER	0.25	\$39.00	\$9.75

6/18/2014	5123 MORRISH RD	NOTICE OF VIOLATION LETTER	0.25	\$39.00	\$9.75
6/18/2014	5157 MORRISH RD	NOTICE OF VIOLATION LETTER	0.25	\$39.00	\$9.75
6/18/2014	5235 WORCHESTER DR	NOTICE OF VIOLATION LETTER	0.25	\$39.00	\$9.75
6/18/2014	4315 ELMS RD	SITE PLAN COMPLIANCE REVIEW AND INSPECTION	2	\$39.00	\$78.00
6/19/2014	5207 GREENLEAF DR	BLIGHT VIOLATION SITE VISIT	0.25	\$39.00	\$9.75
6/19/2014	5375 SEYMOUR RD	STATUS INSPECTION	-0.25	\$39.00	\$9.75
6/23/2014	5387 MILLER RD	DISCUSSION ABOUT FENCE ISSUES	0.25	\$39.00	\$9.75
6/23/2014	5090 FAIRCHILD	NOTICE OF VIOLATION LETTER	0.25	\$39.00	\$9.75
6/24/2014	5387 MILLER RD	FURTHER DISCUSSION ABOUT FENCE ISSUE	0.5	\$39.00	\$19.50
6/25/2014	5499 MILLER RD	SIGN COPY CHANGE REVIEW	0.5	\$39.00	\$19.50
			<hr/>		
TOTAL			57.5	\$2,242.50	

City of Swartz Creek

Department of Police

Chief RICK CLOLINGER

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: (810)-635-4401

Fax: (810)-635-3728

TO: Adam Zettel, City Manager
FROM: Rick Clolinger, Chief of Police
DATED: July 24, 2014
REF: Consolidation of Police Services

On July 15th, 2014 Chief Dan Akinson of Mundy Township Police Department, Chief Dave Stamm of Grand Blanc Township Police Department, and myself went to the Northern York County Regional Police in Dover, PA to obtain information as it pertains to police consolidation and the operation of regional policing.

On Tuesday July 15th, 2014 at 7pm we met with Chief Mark Bentzel of the Northern York County Regional Police Department at his office located at 1445 East Canal Rd. Dover, PA.

We attended the Departments Board of Commissioners meeting which lasted approximately 40 minutes. We were the only public attending this meeting so at the conclusion of this meeting we had an open forum with the board, and were able to ask questions of the board which proved to be very informative. This lasted approximately for 1 hour.

The Northern York County Regional Police Department covers 8 municipalities, and the board is comprised of 1 elected official from each municipality. They meet once a month, and the Police Chief gives a monthly report and discusses any issues of the Police Department. The board operates under Act 180, which later became the "Intergovernmental Cooperation Act". We were able to ask questions of the board and they left us with lots inside information on the operation and function of the board of commissioners.

On July 16th, 2014 we meet with Chief Mark Bentzel at his office, he explained how his police department functioned and was managed by his administration. His department consists of the Chief, (2) Lieutenants, (5) Sergeants, (6) Corporals, (4) Criminal Investigators, and 35 Patrol Officers. They service 70,000 residents, covering 150 sq. miles, and respond to more than 28,000 calls for service per year.

In the afternoon of Wednesday July 16th, 2014 we met with Carl Segatti whom is the former Police Chief at the Department, he gave us valuable information concerning his time served as police chief and his current employment as a Law Enforcement Consultant for Regional Policing.

We returned to Michigan on Thursday July 17th, 2014 armed with valuable information to be able to pass on and help in our vision of police consolidation and shared services.

I do plan to bring more information to the Swartz Creek City Council within the next 30 days on the possibility of police consolidation and or shared police services with Mundy Township Police Department.

Please feel free to contact me with any questions or concerns.

Sincerely,

RICK CLOLINGER
Chief of Police

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

NOTICE OF HEARING
FOR THE NATURAL GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-17643



- Consumers Energy Company is requesting approval from the Michigan Public Service Commission to increase its rates for the distribution of natural gas and for other relief.
- **A TYPICAL RESIDENTIAL CUSTOMER WHO USES 94 Mcf (THOUSAND CUBIC FEET) OF NATURAL GAS PER YEAR MAY SEE A NATURAL GAS INCREASE OF APPROXIMATELY \$37 PER YEAR IF THE MICHIGAN PUBLIC SERVICE COMMISSION APPROVES THE REQUEST. IF THE PROPOSED INVESTMENT RECOVERY MECHANISM IS APPROVED, INCREMENTAL INCREASES WOULD OCCUR IN 2016 AND 2017.**
- The information below describes how a person may participate in this case.
- You may contact Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A public hearing will be held:

DATE/TIME: August 5, 2014, at 10:00 a.m.
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge Theresa A. G. Staley

LOCATION: Constitution Hall
525 West Allegan
Lansing, Michigan

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 241-6160 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider Consumers Energy Company's (Consumers Energy) July 1, 2014 application, which seeks Commission approval to: 1) adjust its retail natural gas rates to provide additional revenue of approximately \$88.3 million annually based on a January 1, 2015 through December 31, 2015 test year; 2) adjust the Company's existing retail natural gas rates to produce a return on common equity of not less than 10.70%; 3) implement a Gas Revenue Decoupling Mechanism to annually reconcile non-fuel rate revenues approved by the Commission in the most recent case to non-fuel rate revenues generated through actual sales during the period of time under evaluation; 4) implement an Investment Recovery Mechanism to recover the annual revenue

requirements associated with 2016 and 2017 average incremental rate base and associated direct expenses beyond the level ultimately approved in test year rates and to adjust retail gas rates in 2016 to recover incremental revenues of approximately \$40.0 million and in 2017 to recover additional incremental revenues of approximately \$51.6 million; 5) modify the rates, rules, and regulations; and 6) grant certain accounting authorizations as described in the Company's filing.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 241-6180 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by July 29, 2014. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's Legal Department – Regulatory Group, One Energy Plaza, Jackson, Michigan 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information: available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Commission's Rules of Practice and Procedure R 460.17315 and R 460.17335. Requests for further information on adjournment should be directed to (517) 241-6060.

A copy of Consumers Energy's application may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 241-6180.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1999 AC, R 460.17101 et seq.

[CONSUMERS ENERGY COMPANY HAS REQUESTED THE INCREASES AND OTHER PROPOSALS DESCRIBED IN THIS NOTICE. THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY THE REQUESTED INCREASES AND OTHER PROPOSALS IN WHOLE OR IN PART, MAY GRANT LESSER OR GREATER INCREASES THAN THOSE REQUESTED, AND MAY AUTHORIZE A LESSER OR GREATER RATE FOR ANY CLASS OF SERVICE THAN THAT REQUESTED.]

July 10, 2014

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