

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, December 8, 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 November 24, 2014 MOTION Pg. 30
5. **APPROVE AGENDA:**
 - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
 - 6A. City Manager's Report (Agenda Item) MOTION Pg. 2
 - 6B. DDA Presentation (Agenda Item) Pg. 41
 - 6C. Sewer Line Agreement, Map, & Memo (Agenda Item) Pg. 48
 - 6D. Heritage Street Association Resolution & Legal Opinion (Agenda Item) Pg. 61
 - 6E. Miller Road Construction Engineering Proposals & MDOT Contracts (Agenda Item) Pg. 71
 - 6F. Miller Road Out-Lot Map & Deed (Agenda Item) Pg. 121
 - 6G. Comcast Price Change Notice Pg. 123
 - 6H. Sewer Lining Map Pg. 124
 - 6I. November DPS Reports Pg. 125
 - 6J. November Revenue & Expense Report Pg. 129
 - 6K. Map of Lots Owned in Winchester Woods Pg. 131
 - 6L. Bike Give Away & Shop With A Hero Memos (Agenda Item) Pg. 132
 - 6M. November Check Run Pg. 135
 - 6N. November Police Report Pg. 139
 - 6O. November Building & Enforcement Report Pg. 148
 - 6P. Consumers Energy Street Light Contract Audit Pg. 153
 - 6Q. Street Level of Service Chart & Cost Impacts Pg. 162
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Local Street Plan Findings by Rowe PSC RESO Pg. 13
 - 8B. DDA Development Proposal RESO Pg. 14
 - 8C. Sewer Line Agreement RESO Pg. 14
 - 8D. Heritage Street & Utility Transfer RESO Pg. 15
 - 8E-8O Heritage Streets RESO Pg. 16
 - 8P. Miller Road Construction Engineering RESO Pg. 26
 - 8Q. Miller Road Lot Sale RESO Pg. 27
 - 8R. Annual Bike Give Away RESO Pg. 28
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, December 8, 2014 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: December 2, 2014

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **GOLF COURSE TAX APPEAL (Update)**

This appeal is still active, despite conversations with the owner and owner's legal representative regarding their intentions. We believe the case does not have much merit. However, until we have notice that they have officially withdrawn, we must assume they intend to see the appeal through. Unfortunately, this means we may need to spend funds on an appraisal.

✓ **RACEWAY TAX APPEAL (Update)**

This appeal is now moving forward. As directed by the council, we shall have a consultant appraise the property to ascertain a fair value.

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 (No Change of Status)**

The Community Development Block Grant portion of the work is done but there is likely to be a delay on closing out this project due to the wait time for street lights. Two of the lights are being installed by the contractor, with the light in the Morrish Road right-of-way being installed by Consumers Energy. The CDBG fund allocation was approved by Genesee County.

✓ **STREETS (See Individual Category)**

MILLER ROAD RESURFACING PROJECT- AGENDA ITEM (Update)

OHM is completing the design of the Miller Road segments in anticipation of releasing bids soon after the New Year. In the meantime, the city needs to select a

construction engineer to oversee the field work and inspect the project at various stages of completion.

Standard practice is to retain the services of the designer for construction engineering. The reason for this is to maintain continuity between the designer and inspector. (Imagine hiring one architect to design a home and hiring a separate architect to walk through periodically to ensure it is being completed as intended). However, the city does have five pre-qualified firms that can work on federal aid projects like Miller Road (excluding Rowe because the firm that submitted the projects for federal funding may not participate in design or construction engineering).

Be that as it may, I recommend we stick with OHM. They are more than qualified, and I do not wish to bring in a new set of eyes just prior to construction. The only point of concern is the price. To provide assurances that they are competitive, OHM is proposing to perform the services for less than the industry standard of about 13%, an amount below the threshold approved for federal funding. To formalize this arrangement, I have included a resolution and copies of the MDOT contracts that must be executed to this end.

The grade inspection for Miller Road, between Morrish and Dye, was held on November 5, 2014. The project is moving forward as planned, assuming the city is able to get design exceptions for a narrow left turn lane and narrow bike lanes. The date set by the state for construction commencement was June 1, 2015, with completion on August 28, 2015. This is just a tentative schedule.

❑ **LOCAL STREET PLAN – AGENDA ITEM (Update)**

This is on the agenda again for this meeting. The city council indicated a desire to prepare ballot language for a public vote in 2015. I have included a resolution that will move us down this path. In the meantime, the big questions are: how much, how long, and whether or not we detail a specific priority list to go along with the ballot initiative.

In related news, it is possible that Springbrook will request the city to accept a dedication or partial dedication of their roads. This has been discussed in the past, but there have always been concerns about the quality of the streets and the means of the city to maintain them.

Now is the time to discuss the matter openly. There is no question that any tax for a neighborhood of this size will be considered a double whammy, since they pay a private association to maintain their local streets. However, residents still use the rest of the street network and would arguably derive general benefits from community-wide investment. We could discuss the merits, costs, and benefits of a street tax on private condominiums until the New Year, but the fact remains that the city council should probably consider this at this time.

Independent of the arguments regarding benefit received and fairness, now is the time to consider adjusting the levy up or down to accommodate the streets in Springbrook. Since the city is in the business of providing services, the acquisition

of these assets would be neither a burden nor windfall as long as a funded plan exists to maintain the streets.

The city has been communicating with the association informally. I have instructed them to notify us of their intentions so that the council can consider making those streets public and potentially alter the street plan accordingly.

❑ **SCRAP TIRE GRANT (Update)**

We submitted a placeholder application for another round of funding. This way, if a street levy/assessment is approved, we can begin construction in 2015 instead of 2016 and potentially save \$500,000 in the process. However, the state requested we resubmit the proposal for a lesser amount to reflect 4x higher demand for grant funds over what is available. The projects tentatively scheduled include:

Preventative Maintenance Improvements

Parkridge Parkway	\$70,000
Yarmy Drive	\$162,000
TOTAL	\$232,000

Reconstruction (including watermain)

Worcester Drive	\$800,000
Worcester Watermain	\$345,000
TOTAL	\$1,145,000

Construction Total

Design/Construction Engineering	\$1,377,000
TOTAL PROJECT COST	\$210,000
	\$1,587,000

Funding Breakdown

-Scrap Tire Grant (provisional)	\$125,000
-Water Fund (including surface work)	\$500,000
-Street Fund (levy/assessment needed)	\$962,000

Because of the loss in scrap tire grant availability, the city will have to wait for bids to come in and make tough decisions regarding the trimming of the project, the allocation of general fund dollars, or the delay of some street work. For the time being, we want to keep our foot in the door on any funds available.

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

❑ **SEWER REHABILITATION PROGRAM (Update)**

Liqui Force will soon be presenting their findings from the current year projects, including lining work and televising/inspection work. We are working on a capital improvement plan for sewer that includes five years of detailed work plans and fifteen additional years of generalized work plans. Our intention is to inspect and make repairs over the entire system in twenty years.

In the meantime, a map is included in the packet that shows the completed and proposed work in the village area. We expect a proposal, with a continuation in existing unit prices, from Liqui Force to perform the next phase of the televising and rehabilitation.

❑ **BEAR CREEK SANITARY SEWER AGREEMENT – AGENDA ITEM *(Update)***

As some of the Council may recall, we entered into a three party agreement with the County and Gaines Township to provide sewer services to Bear Creek Subdivision (Morrish south of Hill Road). The agreement provided that the township could use our system to transmit sewage for five years. After that, they had to terminate the connection or pay penalties until such a time as they could terminate. The agreement expired in 2011 and was subsequently extended.

The goal has always been to provide for transportation of township sewer until such time as new lines were constructed in the township that would eliminate the force main from Bear Creek (south of Hill on Morrish Road) from our system. This has not happened and is not likely to happen. In the meantime, we find ourselves attempting to negotiate owner responsibilities, rights, and costs.

We have a proposal from Genesee County Drain Commission, Division of Water and Waste Services. They have stepped in before when two communities are making use of the same collection lines to alleviate concerns related to future operations, maintenance, and replacement. Their solution has been to take over collection lines and make them multi-jurisdictional, an arrangement that allows the local communities to keep current and future customers while the GCDC-WWS performs operations and maintenance.

The upside is that we are no longer responsible for the Gaines Township sewer entering our system, future upgrades, liability, and maintenance costs. We also get a nominal amount of money (\$11,000) to transfer the 'asset'. The downside is that we would not be able to bill Gaines Township and we would not have control over the access to the line. This means that the GCDC-WWS could approve more users on the line south of the city without our approval.

I am not concerned about losing the potential to bill Gaines, since the bills were intended only to cover costs and these costs will be transferred to the county. I am also not concerned about line access in the township since the GCDC-WWS will be responsible to assure capacity for our users and they have a good track record, recently, for performing capacity analysis.

With that said, I recommend we transfer the line. The other options were to kick Gaines (Bear Creek) off, which is not practical or likely even legal, or to continue with an ownership/lease arrangement that may or may not assure future capacity without a substantial city investment.

I have included the original agreement, maps, the transfer agreement, and letters on the matter.

❑ **KWA *(No Change of Status)***

The KWA water pipeline project is currently under budget and on schedule. We should be online in 2016.

❑ **STORM SEWER *(No Change of Status)***

The ordinances are approved. We await final approval from the state regarding our National Pollutant Discharge Elimination System (NPDES) permit.

❑ **WATER LOSS** *(No Change of Status)*

We have been auditing accounts and upgrading large customer meters, including General Motors. One large retail customer was found to have a billing error that will account for some of the water loss. Unfortunately, what we are finding is that the loss is more comparable to a thousand paper cuts than a nick to a large artery. So, while we are making progress, we don't expect to solve the loss by changing one bad meter or finding a large leak.

✓ **PERSONNEL: POLICIES & PROCEDURES** *(No Change of Status)*

I have taken some best practice policies from our own collection and from across the state and have created a working document. I will need time to compare this against our collective bargaining agreements, the desires of department heads, and our legal counsel.

✓ **4438 MORRISH & 5017 THIRD STREET – AGENDA ITEM** *(Update)*

With demolitions out of the way, it is time to decide what to do with the properties. The DDA is actively working on a vision for the property on Fortino Drive. At this point, they desire to present findings to the council and seek permission to move forward with formally exploring the development of the parcel.

At their last meeting in November, an architect presented some conceptual options that they believe are possible from a market and physical standpoint. Their presentation is attached. They believe this site is well suited for dense housing. They believe that a commercial component may be feasible on the corner of Morrish, due to higher exposure and access, but they do not believe office, retail, or other commercial uses would work on Fortino Drive.

In accordance with the DDA vision and prior recommendations by market consultants, the DDA agrees with this assessment. New housing would bring residents downtown, adding disposable income, tax base, social capital, and positive branding (image building). The housing proposed, likely to be townhouse style, is also more practical from a market standpoint because it is not as risky as commercial space or low density housing options.

A resolution is attached that would enable the DDA to investigate the design and development of this property. Ultimately, the city council would have final say over any sale and any site plan that is approved. What the DDA seeks is conceptual support to spend funds on design services so that any time and money put forth is not done in vain or against the desire of the council. Based upon my work with the DDA and the current circumstances, I believe this is the right course and support the concept.

I am not sure why the city acquired the house on Third Street. I expect it was to ensure demolition of the structure only. Now that the structure is gone, my recommendation is to seek bids to purchase and use the site. As with other properties the city has sold, value is only one consideration. The future use of the site will have lasting implications for the neighborhood this parcel is in. My recommendation is to

have the planning commission review options in accordance with our land sale policy to evaluate options. If there are no objections, I will prepare a resolution for a future meeting to have the planning commission deliberate on the best use for the parcel.

✓ **SHARED SERVICES, POLICE DEPARTMENTS (Update)**

The city is moving forward with studying merger options. In the meantime, we will be working under an agreement with Mundy Township to provide the city with an employee to oversee the chief duties of the city.

Chief Clolinger is familiarizing himself with the operation of the Mundy Township Police Department. After the New Year, I expect to have our respective governing bodies place representatives into committees to help explore the merger option. Such committees could include: finance, personnel, operations, media relations, and legal/governance.

Presently, our respective communities plan to swear in each other's officers. This is a common practice that is already in effect between the City of Swartz Creek and Genesee County. It enables officers of both departments to work in both communities with the full force of the law, allowing each department to become familiar with the other department's area, operations, personnel, laws, etc. There is no increased liability, nor is there a change in command structure. The officers still work for their own departments, but they can legally assist each other without an official request through 911.

The oath will be temporary, expiring at the end of 2015. The intent is to learn more about each department and best gauge how a merged department might operate, including potential patrol districts, supervision duties, and organizational culture.

The chiefs plan to hold a joint ceremony the week of January 12th to accomplish this. As of writing, I do not know the time or location. In addition to the oath of office for our officers, there will also be a departmental meeting to begin forming committee assignments with the officers in order to develop effective planning for the future potential consolidation of the two departments.

✓ **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>No outstanding issues</i>	<i>Seek solution for 4 vacant lots owned by city.</i>

Three units have sold in Springbrook East and are under construction. At some point next year, the city council should look at what to do with the funds in excess of the city's input that we are getting for these units.

✓ **MEIJER COMMUNITY DONATION (No Change of Status)**

I am looking for a new contact at Meijer. Perhaps a recognition of their donation, along with all of the other grant and façade work is appropriate in the near future.

✓ **WINCHESTER WOODS LOTS (No Change of Status)**

Tom and I have taken 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 (over \$30,000 per lot). What we have found over the years is that the desirability of the area is large based upon its rustic feel. In fact, the asphalt millings used on the road are garnering much praise from the residents.

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.

Tom may begin the process of using our crews to place asphalt millings on the two-track paths in the coming months (years), as well as working on ditching/drainage. Since most (but not all) underground utilities are in place, we may be able to enable lot sales in the near future without much capital investment.

Concerning the city-owned lots. I suggest we hold on to these for a few reasons. 1. We may need them to make the large area usable, by providing drainage transportation or detention. 2. There is no value to speak of at this point. 3. 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 newsletter has been sent out. Let us know what you think.

✓ **RENTAL REGISTRATION AND INSPECTIONS** (*No Change of Status*)

Please give me any other comments you may have on this proposal. I have been working with staff and the city attorney to get this into a final form. We hope to have this approved before the new calendar year.

✓ **FAIRCHILD AND MILLER INTERSECTION LIGHTS** (*No Change of Status*)

Without consultation or affirmation of our request, we received a right-of-way permit from Consumers Energy to place two street lights at the corner of Fairchild and Miller Road. This came in on November 10th. I am not sure what the holdup was in the past, but I can guess why action is being taken now. Either way, we will move forward and look forward to the installation of those lights.

✓ **OTHER COMMUNICATIONS & HAPPENINGS** (*Update*)

MONTHLY REPORTS (*Update*)

The November reports are in for building, code enforcement, police, DPW, revenue/expense, and check run. Also included is a map of lots owned in the woods.

✓ **BOARDS & COMMISSIONS** (*See Individual Category*)

PLANNING COMMISSION (*Update*)

The Marathon site (Biggby Coffee) was reviewed at the December 2, 2014 meeting. The proposal included a Biggby Coffee and Subway restaurant, both with separate

drive through facilities. The site has many noted issues related to parking, drive through function, and traffic. The planning commission continued the review until the January meeting in order for the petitioner to complete and submit a traffic impact assessment.

❑ **DOWNTOWN DEVELOPMENT AUTHORITY** *(No Change of Status)*

They met on November 13 to hear from an architect about possible in-fill development on the publicly owned property on Fortino and Morrish.

❑ **ZONING BOARD OF APPEALS** *(No Change of Status)*

They should be meeting on December 17th to hear variances related to the Biggby Coffee proposal (parking/stacking shortage among others).

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

The commission will meet on December 10, 2014 to go over the holiday decorating awards and the rules. The council definitely needs to approve rules, in some form, at the meeting on the 15th. Otherwise, there will not be any in effect on January 1, 2015. If agreement cannot be reached on some of the newer provisions, we can always adopt the current rules in the interim.

The commission met on November 5th to go over seasonal issues and the Elms Park Recreation Passport Grant. They have tentatively approved a scope for the grant work which follows:

Elms Park Recreation Passport Grant Proposed Scope

<u>Work Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
Restroom Renovation	1	LS	\$41,500	\$41,500
Barrier free parking at main pavilion (Add 1 van accessible stall with fill from DPW) 16' x 20' HMA and signage	1	LS	\$3,500	\$3,500
Speed table concrete road crossing, 6" thick, 45' x 8'	360	SFT	\$6	\$2,160
Concrete sidewalk to metal pavilion, 5' x 60' (fill and culvert by DPW)	300	SFT	\$4	\$1,200
Concrete sidewalk to Tammy Reaves Memorial pavilion, 5' x 130'	650	SFT	\$4	\$2,600
Barrier free parking at south parking lot 16' x 20' HMA and signage	1	LS	\$3,500	\$3,500
Backstop	1	LS	\$3,200	\$3,200
Exercise stations, manufactured, installed	3	EA	\$1,200	\$3,600
Paved walking path, 8' wide	500	LFT	\$30	\$15,000
MDNR sign	1	LS	\$500	\$500
SESC, restoration	1	LS	\$1,000	\$1,000

Estimated Construction Cost \$77,760

Construction Contingency (20%) \$15,552.0

Total Estimated Project Cost \$93,312

I will write this grant during the winter months. Once that is completed, the city council will review and approve (or deny) application to the State of Michigan Department of Natural Resources. Applications are due in April of 2015 with construction expected in the spring of 2016. A match of approximately \$50,000 would be expected from the city. This could be done with a combination of in-kind services, volunteer labor, donated money/materials, and general fund money.

The park board is planning to provide candle light ambiance at this year's Christmas Parade. In addition, they will be sponsoring and judging city-wide decorating contests, with a residential and business category.

BOARD OF REVIEW (Update)

The Board of Review is going to meet on December 9th. I will inform the city council of any actions.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **CONSUMERS ENERGY STREET LIGHT AUDIT (Informational)**

Consumers Energy has been performing an audit for quite a long time. I don't know how long since I was not here, but I suspect it has been years. What they were doing, literally, was inspecting the entire city system and comparing the number, location, and type of fixtures observed in the field with what is on our street lighting contract. I have attached their findings.

The bottom line is that our city has been overbilled by ~15% annually, mostly due to light classification as opposed to light count. Lower bills and a credit are on the way, which is good. However, since the Michigan Public Service Commission (MPSC) only permits overbilling corrections to span three years, we have been fleeced pretty good overall. To take it a step further, the mistakes made certainly appear to be more than one or two data entry errors or 'oops' moments by those in the field. For example, our prior bill had us on for seventy-six 700 watt mercury vapor. As it turns out, we had zero. The much cheaper 250 watt HPS were under billed by ninety-four. The 100 watt HPS were also substantially under billed.

Don't get me wrong. I generally enjoy working with Consumers Energy, but such broad sweeping 'upgrading' of the fixtures on the lighting contract seems somewhat strange. Every time Consumers change a bulb, their electric demand dropped, but they never (or seldom) altered our bill. I inquired of the matter on the city manager's email list serve to see what other communities were experiencing, and we are not alone.

So, what now? We can be thankful that an audit was done, sign the new agreements, take the credit, and pay lower bills. -OR- We can look to further negotiate the return of overpayments extending back beyond three years, either as a single entity or as a collective of cities capable of stronger legal action. I am making more legal inquiries now to ascertain the probability of further negotiating or otherwise being awarded a larger judgment by the MPSC.

What is at stake? Each month that we delay, we could be losing \$1,500 in general fund money by not entering into the new contracts, and issues like this are seldom resolved quickly. What is there to gain? That is hard to say. It depends on how long ago the changes to our system were made in the field. If the HPS were installed three years ago, there isn't much to gain at all and we should dive into the new agreements. If they were installed 20 years ago, there could be a half million dollars of general fund money at stake (depending on inflation and applicable interest).

If the council wishes to put this behind us, there are immediate savings to be had. My experience with Consumers and MPSC lead me to believe that this is the ultimate result we will be forced to live with (think of the Bristol Road project and the Verizon bill). However, I would be remiss to encourage a quick execution of this agreement if we lose our ability to get back previous overcharges that the community may be entitled to.

I will continue to make inquiries with other communities, our legal counsel, and the Michigan Municipal League.

✓ **HERITAGE VILLAGE STREETS & UTILITIES** (*Resolutions*)

The city has been working with Heritage Village for a long time to have the streets formally dedicated, as planned since the approval of Heritage occurred 12 years ago. On August 19th, the home owners association resolved to transfer described rights of ways, including utilities to the city. It appears that adequate surveys and language exist for the dedication, and there is also language included about storm drainage (collection system, pond system, and transmission system).

It took some additional time to get the transfer agreement wording and legal opinion of the association, but it is complete now. I recommend we go for it.

✓ **MILLER ROAD OUTLOT SALE** (*Resolutions*)

This is the end of the process. The city has gone through the following leading up to the final approval of this lot sale, including: receiving a solicitation to sell, declaring an intention to sell, seeking bids from eligible buyers, approving an offer, approving a sale instrument, and permitting public inspection of the sale instrument for 30 days.

We have received no written, verbal, or electronic comments on this matter. The resolution included in the packet is the final step to enable the transaction to occur.

✓ **POLICE BICYCLE GIVE-AWAY PROGRAM** (*Resolution*)

The Police Department has been busy preparing for the annual bicycle giveaway program conducted every December. This program has grown over the years and is as big as or bigger than last year. Communications detailing the program, from Liaison Officer Ken Szmansky, are included in the packet.

The program will give away about 35 bikes and helmets to deserving kids in need that attend Swartz Creek Community Schools. In addition to the bikes that are generously reconditioned by Assenmacher's here in town, Meijer has really stepped up their contribution.

This year's event will be held on December 19, 2014 at 5:00 p.m. at the police department. A resolution is included that permits the pass through donations. If you can make it, it's a lot of fun to watch as the youths have no idea why they're there.

In related news, the "Shop With A Hero" program is planned for December 16, 2014. The event allows 30 children to shop with a police officer or fire fighter at the local Meijer store at 6:30 p.m. A resolution is not needed since the donations are direct from the providers (Meijer, Little Caesar's, & Hungry Howie's) to the families. However, it is a fun program to be involved with if any of our council members are interested. Officer Szmansky has included a letter with more details.

Council Questions, Inquiries, Requests and Comments

- *The DPS is replacing signs all over town, included no parking signs that were noted as missing by the council.*
- *I have sent a written request to Meadowbrook seeking a formal response regarding the situation with the pavilion in Winshall Park. I have not received a formal response, but I did receive a phone call promising a written response, along with the explanation that indicated there was a communication breakdown between all parties and their independent appraiser, who is supposed to work with clients (the city) to negotiate the use of appropriate contractors for services.*

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, December 8, 2014, 7:00 P.M.**

Resolution No. 141208A MINUTES – November 24, 2014

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, November 24, 2014, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141208-5A 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 December 8, 2014, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141208-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of December 8, 2014, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141208-8A BALLOT INITIATIVE, DEDICATED STREET MILLAGE

Motion by Councilmember: _____

I Move the City of Swartz Creek direct the staff and city attorney to prepare ballot language for a dedicated street millage, including potential debt incurred to fund street improvements, to be placed before the voters on Tuesday May 5, 2015, and bring such a proposal back to the City Council for review and final decision.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**Resolution No. 141208-8B DOWNTOWN DEVELOPMENT AUTHORITY
DEVELOPMENT PROPOSAL**

Motion by Councilmember: _____

WHEREAS, the city acquired vacant land on Morrish Road in 2004, parcel ID 58-35-576-001, and a house located at 4438 Morrish Road in 2007, parcel ID 58-35-576-002, both for the purpose of either locating a potential senior center or spurring development that would complement downtown.

WHEREAS, the senior center chose not to relocate but add an addition at their current location in 2009.

WHEREAS, the Swartz Creek Downtown Development Authority has invested in market studies, land use analyses, and the demolition of structures pertaining to these sites; and

WHEREAS, the DDA has compiled its research and, with the assistance from a professional in-fill architect, developed conceptual plans to develop the properties; and

WHEREAS, the DDA has requested that the city council support the concept plans and approve further investigations of the development of this land.

WHEREAS, the concept plan is found to meet the intent of the city’s master plan and DDA plans; and

WHEREAS, the final decision on any site plan or sale must be made by the city council.

NOW THEREFORE, BE IT RESOLVED, the City of Swartz Creek hereby authorizes the DDA to investigate the development potential of the properties owned by the city at the corner of Morrish Road and Fortino Drive, including the hiring of professional designers, engagement of builders, and the application for site plan and related reviews, provided they do so with their own funds and report their findings back to the city council.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141208-8C MORRISH ROAD SEWER LINE AGREEMENT

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek entered into an agreement on March 18, 2005 with the Township of Gaines and the County of Genesee for the purpose of providing sewer transportation services for 51 units of sanitary sewer within the Bear Creek Subdivision on Morrish Road in Gaines Township; and

WHEREAS, the intent of this arrangement was temporary in nature, with the initial expiration being on December 31, 2011 and a subsequent expiration on December 31, 2012; and

WHEREAS, a permanent solution that would remove the township force main from the city system has not been viable; and

WHEREAS, the city, township, and county desire to enter into a legal arrangement that better defines operation, maintenance, access rights, and responsibilities; and

WHEREAS, Genesee County, by its Drain Commission, has offered to designate the city portion of this sewer line as part of the interceptor sewer system and assume operation and maintenance responsibilities; and

WHEREAS, the City will retain capacity rights, as well as the current and future city customers on the sewer line; and

WHEREAS, the City Council finds this to be the most advantageous solution for the welfare of the city.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council hereby approves the transfer of the Morrish Road Sewer in accordance with the sewer transfer agreement, as included and recorded in the December 8, 2014 city council packet, and further directs the Mayor and Clerk to execute said contract.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141208-8D HERITAGE UTILITY TRANSFER AGREEMENT

Motion by Councilmember: _____

WHEREAS, Heritage Village of the City of Swartz Creek Condominium Association (“Heritage”), a site condominium project, was established in 1986 and work on the development of same commenced in 2002; and

WHEREAS, the Master Deed for Springbrook was initially recorded with the Genesee County Register of Deeds on October 29, 2002 with instrument number 200210290121507; and

WHEREAS, the Master Deed provided for the establishment of the Association and the Association’s Bylaws (the Master Deed, the Association’s Bylaws, and their

amendments, are collectively referred to herein as the "Condominium Documents"); and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council hereby accepts the transfer of the Utility Systems within Heritage Village, and further directs the Mayor and Clerk to execute said agreement, as included and recorded in the December 8, 2014 city council packet.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141208-8E

**STREET DEDICATION, HERITAGE BOULEVARD
(HERITAGE VILLAGE HOMEOWNERS ASSOCIATION)**

Motion by Councilmember: _____

At a regular meeting of the City Council of Swartz Creek Michigan, held at the City Hall on Monday, December 8, 2014 7:00 PM, the following resolution was offered by Councilmember _____, and supported by Councilmember _____.

WHEREAS, the City and the Heritage Village Condominium Association, by and through its Board of Directors, have agreed to transfer certain streets within the Association to the City, along with water-mains, sanitary sewer-mains and storm sewer-mains located within adjacent right of way property running alongside the streets, the transfer being in accordance with site plan approvals on file with the City; and

WHEREAS, the Attorney representing the Heritage Village Condominium Association has reviewed documentation for the Association and has determined that the Association, through its Board of Directors, has the authority to convey and assign real and personal property on behalf of its membership and has certified such in a correspondence to the City; and

WHEREAS, on August 19, 2014, the Heritage Village Condominium Association's Board of Directors adopted a resolution conveying the streets along with right of way containing water-mains, sanitary sewer-mains and storm sewer-mains to the City, a copy of which is attached hereto.

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE, BE IT RESOLVED:

1. That the center line of said street is described as:

Description of Heritage Boulevard

Beginning at a point on the centerline of Bristol Road; thence N00°29'01"W, 488.28 feet; thence along a curve to the right having a radius of 1167.00 feet, an arc length of 164.30 feet, a delta angle of 08°03'59" and chord bearing and distance of N03°33'00"E, 164.16 feet; thence N07°35'00"E, 130.70 feet; thence along a curve to the right having a radius of 414.00 feet, an arc length of 135.70 feet, a delta angle of 18°46'47" and chord bearing and distance of N16°58'24"E, 135.09 feet; thence N26°21'49"E, 68.80 feet; thence along a curve to the right having a radius of 828.00 feet, an arc length of 323.09 feet, a delta angle of 22°21'25" and chord bearing and distance of N37°32'32"E, 321.04 feet; thence N48°43'14"E, 171.99 feet; thence along a curve to the left having a radius of 894.00 feet, an arc length of 453.15 feet, a delta angle of 29°02'32" and chord bearing and distance of N34°11'58"E, 448.32 feet; thence N19°40'42"E, 153.73 feet; thence along a curve to the left having a radius of 849.75.00 feet, an arc length of 328.02 feet, a delta angle of 22°07'02" and chord bearing and distance of N08°37'11"E, 325.99 feet to the point of terminus of Heritage Boulevard. Total of 2417.75 linear feet.

2. That said street, including 33' from the defined center line, is located within a City right-of-way and is under the control of the City of Swartz Creek.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the City Local Street System and was open to the public on December 8, 2014.

Resolution duly adopted on December 8, 2014.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141208-8F

**STREET DEDICATION, CANTERBURY DRIVE
(HERITAGE VILLAGE HOMEOWNERS ASSOCIATION)**

Motion by Councilmember: _____

At a regular meeting of the City Council of Swartz Creek Michigan, held at the City Hall on Monday, December 8, 2014 7:00 PM, the following resolution was offered by Councilmember _____, and supported by Councilmember _____.

WHEREAS, the City and the Heritage Village Condominium Association, by and through its Board of Directors, have agreed to transfer certain streets within the Association to the City, along with water-mains, sanitary sewer-mains and storm sewer-mains located within adjacent right of way property running alongside the streets, the transfer being in accordance with site plan approvals on file with the City; and

WHEREAS, the Attorney representing the Heritage Village Condominium Association has reviewed documentation for the Association and has determined that the Association, through its Board of Directors, has the authority to convey and assign real and personal property on behalf of its membership and has certified such in a correspondence to the City; and

WHEREAS, on August 19, 2014, the Heritage Village Condominium Association's Board of Directors adopted a resolution conveying the streets along with right of way containing water-mains, sanitary sewer-mains and storm sewer-mains to the City, a copy of which is attached hereto.

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE, BE IT RESOLVED:

1. That the center line of said street is described as:

Description of Canterbury Drive

Beginning at a point on the centerline of Bristol Road; thence N00°29'01"W, 591.24 feet; thence along a curve to the right having a radius of 870.00 feet, an arc length of 366.01 feet, a delta angle of 24°06'16" and chord bearing and distance of N11°34'07"E, 363.32 feet to the point of terminus of Canterbury Drive. Total of 957.25 linear feet.

2. That said street, including 30' from the defined center line, is located within a City right-of-way and is under the control of the City of Swartz Creek.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the City Local Street System and was open to the public on December 8, 2014

Resolution duly adopted on December 8, 2014.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141208-8G

STREET DEDICATION, AUGUSTA DRIVE (HERITAGE VILLAGE HOMEOWNERS ASSOCIATION)

Motion by Councilmember: _____

At a regular meeting of the City Council of Swartz Creek Michigan, held at the City Hall on Monday, December 8, 2014 7:00 PM, the following resolution was offered by Councilmember _____, and supported by Councilmember _____.

WHEREAS, the City and the Heritage Village Condominium Association, by and through its Board of Directors, have agreed to transfer certain streets within the Association to the City, along with water-mains, sanitary sewer-mains and storm sewer-mains located within adjacent right of way property running alongside the streets, the transfer being in accordance with site plan approvals on file with the City; and

WHEREAS, the Attorney representing the Heritage Village Condominium Association has reviewed documentation for the Association and has determined that the Association, through its Board of Directors, has the authority to convey and assign real and personal property on behalf of its membership and has certified such in a correspondence to the City; and

WHEREAS, on August 19, 2014, the Heritage Village Condominium Association's Board of Directors adopted a resolution conveying the streets along with right of way containing water-mains, sanitary sewer-mains and storm sewer-mains to the City, a copy of which is attached hereto.

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE, BE IT RESOLVED:

1. That the center line of said street is described as:

Description of Augusta Drive

Beginning at a point on the centerline of Canterbury Drive; thence S89°30'59"W, 574.02 feet; thence along a curve to the left having a radius of 150.00 feet, an arc length of 134.03 feet, a delta angle of 51°11'40" and chord bearing and distance of S63°55'08"W, 129.61 feet; thence along a curve to the right having a radius of 150.00 feet, an arc length of 134.03 feet, a delta angle of 51°11'46" and chord bearing and distance of S63°55'08"W, 129.62 feet; thence S89°30'59"W, 437.25 feet to the point of terminus of Augusta Drive. Total of 1279.33 linear feet.

2. That said street, including 30' from the defined center line, is located within a City right-of-way and is under the control of the City of Swartz Creek.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the City Local Street System and was open to the public on December 8, 2014

Resolution duly adopted on December 8, 2014.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141208-8H

**STREET DEDICATION, MANCHESTER STREET
(HERITAGE VILLAGE HOMEOWNERS ASSOCIATION)**

Motion by Councilmember: _____

At a regular meeting of the City Council of Swartz Creek Michigan, held at the City Hall on Monday, December 8, 2014 7:00 PM, the following resolution was offered by Councilmember _____, and supported by Councilmember _____.

WHEREAS, the City and the Heritage Village Condominium Association, by and through its Board of Directors, have agreed to transfer certain streets within the Association to the City, along with water-mains, sanitary sewer-mains and storm sewer-mains located within adjacent right of way property running alongside the streets, the transfer being in accordance with site plan approvals on file with the City; and

WHEREAS, the Attorney representing the Heritage Village Condominium Association has reviewed documentation for the Association and has determined that the Association, through its Board of Directors, has the authority to convey and assign real and personal property on behalf of its membership and has certified such in a correspondence to the City; and

WHEREAS, on August 19, 2014, the Heritage Village Condominium Association's Board of Directors adopted a resolution conveying the streets along with right of way containing water-mains, sanitary sewer-mains and storm sewer-mains to the City, a copy of which is attached hereto.

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE, BE IT RESOLVED:

1. That the center line of said street is described as:

Description of Manchester Street

Beginning at a point on the centerline of Augusta Drive; thence N01°41'53"W, 148.94 feet to the point of terminus of Manchester Street. Total of 148.94 linear feet.

2. That said street, including 30' from the defined center line, is located within a City right-of-way and is under the control of the City of Swartz Creek.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the City Local Street System and was open to the public on December 8, 2014

Resolution duly adopted on December 8, 2014.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141208-8I

**STREET DEDICATION, CAMBRIDGE STREET
(HERITAGE VILLAGE HOMEOWNERS ASSOCIATION)**

Motion by Councilmember: _____

At a regular meeting of the City Council of Swartz Creek Michigan, held at the City Hall on Monday, December 8, 2014 7:00 PM, the following resolution was offered by Councilmember _____, and supported by Councilmember _____.

WHEREAS, the City and the Heritage Village Condominium Association, by and through its Board of Directors, have agreed to transfer certain streets within the Association to the City, along with water-mains, sanitary sewer-mains and storm sewer-mains located within adjacent right of way property running alongside the streets, the transfer being in accordance with site plan approvals on file with the City; and

WHEREAS, the Attorney representing the Heritage Village Condominium Association has reviewed documentation for the Association and has determined that the Association, through its Board of Directors, has the authority to convey and assign real and personal property on behalf of its membership and has certified such in a correspondence to the City; and

WHEREAS, on August 19, 2014, the Heritage Village Condominium Association's Board of Directors adopted a resolution conveying the streets along with right of way containing water-mains, sanitary sewer-mains and storm sewer-mains to the City, a copy of which is attached hereto.

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE, BE IT RESOLVED:

1. That the center line of said street is described as:

Description of Cambridge Street

Beginning at a point on the centerline of Augusta Drive; thence N01°41'53"W, 105.01 feet to the point of terminus of Cambridge Street. Total of 105.01 linear feet.

2. That said street, including 30' from the defined center line, is located within a City right-of-way and is under the control of the City of Swartz Creek.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the City Local Street System and was open to the public on December 8, 2014

Resolution duly adopted on December 8, 2014.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141208-8J

STREET DEDICATION, ARLINGTON DRIVE (HERITAGE VILLAGE HOMEOWNERS ASSOCIATION)

Motion by Councilmember: _____

At a regular meeting of the City Council of Swartz Creek Michigan, held at the City Hall on Monday, December 8, 2014 7:00 PM, the following resolution was offered by Councilmember _____, and supported by Councilmember _____.

WHEREAS, the City and the Heritage Village Condominium Association, by and through its Board of Directors, have agreed to transfer certain streets within the Association to the City, along with water-mains, sanitary sewer-mains and storm sewer-mains located within adjacent right of way property running alongside the streets, the transfer being in accordance with site plan approvals on file with the City; and

WHEREAS, the Attorney representing the Heritage Village Condominium Association has reviewed documentation for the Association and has determined that the Association, through its Board of Directors, has the authority to convey and assign real and personal property on behalf of its membership and has certified such in a correspondence to the City; and

WHEREAS, on August 19, 2014, the Heritage Village Condominium Association’s Board of Directors adopted a resolution conveying the streets along with right of way containing water-mains, sanitary sewer-mains and storm sewer-mains to the City, a copy of which is attached hereto.

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE, BE IT RESOLVED:

1. That the center line of said street is described as:

Description of Arlington Drive

Beginning at a point which is S83°32’45”E, 169.47 feet from the centerline of Canterbury Drive; thence N83°32’45”W, 332.09 feet; thence along a curve to the left having a radius of 830.00 feet, an arc length of 89.62 feet, a delta angle of 06°11’11” and chord bearing and distance of N86°38’20”W, 89.57 feet; thence along a curve to the right having a radius of 470.06 feet, an arc length of 82.13 feet, a delta angle of 10°00’38” and chord bearing and distance of N84°43’36”E, 82.02 feet; thence N80°37’53”W, 41.51 feet; thence along a curve to the left having a radius of 800.00 feet, an arc length of 137.35 feet, a delta angle of 09°50’12” and chord bearing and distance of N85°32’59”W, 137.18 feet; thence S89°31’58”W, 198.89 feet to the point of terminus of Arlington Drive. Total of 881.59 linear feet.

2. That said street, including 30’ from the defined center line, is located within a City right-of-way and is under the control of the City of Swartz Creek.

3. That said street is a public street and is for public street purposes.

4. That said street is accepted into the City Local Street System and was open to the public on December 8, 2014

Resolution duly adopted on December 8, 2014.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141208-8K

**STREET DEDICATION, ST. CHARLES PASS
(HERITAGE VILLAGE HOMEOWNERS ASSOCIATION)**

Motion by Councilmember: _____

At a regular meeting of the City Council of Swartz Creek Michigan, held at the City Hall on Monday, December 8, 2014 7:00 PM, the following resolution was offered by Councilmember _____, and supported by Councilmember _____.

WHEREAS, the City and the Heritage Village Condominium Association, by and through its Board of Directors, have agreed to transfer certain streets within the Association to the City, along with water-mains, sanitary sewer-mains and storm sewer-mains located within adjacent right of way property running alongside the streets, the transfer being in accordance with site plan approvals on file with the City; and

WHEREAS, the Attorney representing the Heritage Village Condominium Association has reviewed documentation for the Association and has determined that the Association, through its Board of Directors, has the authority to convey and assign real and personal property on behalf of its membership and has certified such in a correspondence to the City; and

WHEREAS, on August 19, 2014, the Heritage Village Condominium Association’s Board of Directors adopted a resolution conveying the streets along with right of way containing water-mains, sanitary sewer-mains and storm sewer-mains to the City, a copy of which is attached hereto.

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE, BE IT RESOLVED:

1. That the center line of said street is described as:

Description of St. Charles Pass

Beginning at a point which is N41°11’39”W, 379.65 feet from the centerline of Heritage Boulevard; thence S41°11’39”E, 553.41 feet; thence along a curve to the left having a radius of 514.00 feet, an arc length of 286.67 feet, a delta angle of 31°57’20” and chord bearing and distance of S57°10’20”E, 282.97 feet; thence S73°09’00”E, 129.94 feet to the point of terminus of St. Charles Pass. Total of 970.02 linear feet.

2. That said street, including 30’ from the defined center line, is located within a City right-of-way and is under the control of the City of Swartz Creek.

3. That said street is a public street and is for public street purposes.

4. That said street is accepted into the City Local Street System and was open to the public on December 8, 2014

Resolution duly adopted on December 8, 2014.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141208-8L

STREET DEDICATION, MANSFIELD DRIVE (HERITAGE VILLAGE HOMEOWNERS ASSOCIATION)

Motion by Councilmember: _____

At a regular meeting of the City Council of Swartz Creek Michigan, held at the City Hall on Monday, December 8, 2014 7:00 PM, the following resolution was offered by Councilmember _____, and supported by Councilmember _____.

WHEREAS, the City and the Heritage Village Condominium Association, by and through its Board of Directors, have agreed to transfer certain streets within the Association to the City, along with water-mains, sanitary sewer-mains and storm sewer-mains located within adjacent right of way property running alongside the streets, the transfer being in accordance with site plan approvals on file with the City; and

WHEREAS, the Attorney representing the Heritage Village Condominium Association has reviewed documentation for the Association and has determined that the Association, through its Board of Directors, has the authority to convey and assign real and personal property on behalf of its membership and has certified such in a correspondence to the City; and

WHEREAS, on August 19, 2014, the Heritage Village Condominium Association’s Board of Directors adopted a resolution conveying the streets along with right of way containing water-mains, sanitary sewer-mains and storm sewer-mains to the City, a copy of which is attached hereto.

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE, BE IT RESOLVED:

1. That the center line of said street is described as:

Description of Mansfield Drive

Beginning at a point which on the centerline of Heritage Boulevard; thence S53°15’31”E, 106.18 feet; thence along a curve to the left having a radius of 413.00 feet, an arc length of 123.60 feet, a delta angle of 17°08’47” and chord bearing and distance of S61°49’54”E, 123.13 feet; thence S70°24’18”E, 126.33 feet to the point of terminus of Mansfield Drive. Total of 356.11 linear feet.

2. That said street, including 30’ from the defined center line, is located within a City right-of-way and is under the control of the City of Swartz Creek.

3. That said street is a public street and is for public street purposes.

4. That said street is accepted into the City Local Street System and was open to the public on December 8, 2014

Resolution duly adopted on December 8, 2014.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141208-8M

STREET DEDICATION, CONCORD DRIVE (HERITAGE VILLAGE HOMEOWNERS ASSOCIATION)

Motion by Councilmember: _____

At a regular meeting of the City Council of Swartz Creek Michigan, held at the City Hall on Monday, December 8, 2014 7:00 PM, the following resolution was offered by Councilmember _____, and supported by Councilmember _____.

WHEREAS, the City and the Heritage Village Condominium Association, by and through its Board of Directors, have agreed to transfer certain streets within the Association to the City, along with water-mains, sanitary sewer-mains and storm sewer-mains located within adjacent right of way property running alongside the streets, the transfer being in accordance with site plan approvals on file with the City; and

WHEREAS, the Attorney representing the Heritage Village Condominium Association has reviewed documentation for the Association and has determined that the Association, through its Board of Directors, has the authority to convey and assign real and personal property on behalf of its membership and has certified such in a correspondence to the City; and

WHEREAS, on August 19, 2014, the Heritage Village Condominium Association's Board of Directors adopted a resolution conveying the streets along with right of way containing water-mains, sanitary sewer-mains and storm sewer-mains to the City, a copy of which is attached hereto.

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE, BE IT RESOLVED:

1. That the center line of said street is described as:

Description of Concord Drive

Beginning at a point which on the centerline of Heritage Boulevard; thence N52°05'58"W, 54.07 feet; thence along a curve to the left having a radius of 113.00 feet, an arc length of 43.83 feet, a delta angle of 22°13'26" and chord bearing and distance of N63°12'41"W, 43.56 feet; thence N74°19'24"W, 366.19 feet; thence along a curve to the right having a radius of 53.00 feet, an arc length of 83.25 feet, a delta angle of 90°00'00" and chord bearing and distance of N29°19'24"W, 74.95 feet; thence N15°40'36"E, 124.50 feet to the point of terminus of Concord Drive. Total of 671.84 linear feet.

2. That said street, including 30' from the defined center line, is located within a City right-of-way and is under the control of the City of Swartz Creek.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the City Local Street System and was open to the public on December 8, 2014.

Resolution duly adopted on December 8, 2014.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141208-8N

**STREET DEDICATION, WEDGEWOOD DRIVE
(HERITAGE VILLAGE HOMEOWNERS ASSOCIATION)**

Motion by Councilmember: _____

At a regular meeting of the City Council of Swartz Creek Michigan, held at the City Hall on Monday, December 8, 2014 7:00 PM, the following resolution was offered by Councilmember _____, and supported by Councilmember _____.

WHEREAS, the City and the Heritage Village Condominium Association, by and through its Board of Directors, have agreed to transfer certain streets within the Association to the City, along with water-mains, sanitary sewer-mains and storm sewer-mains located within adjacent right of way property running alongside the streets, the transfer being in accordance with site plan approvals on file with the City; and

WHEREAS, the Attorney representing the Heritage Village Condominium Association has reviewed documentation for the Association and has determined that the Association, through its Board of Directors, has the authority to convey and assign real and personal property on behalf of its membership and has certified such in a correspondence to the City; and

WHEREAS, on August 19, 2014, the Heritage Village Condominium Association's Board of Directors adopted a resolution conveying the streets along with right of way containing water-mains, sanitary sewer-mains and storm sewer-mains to the City, a copy of which is attached hereto.

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE, BE IT RESOLVED:

1. That the center line of said street is described as:

Description of Wedgewood Drive

Beginning at a point on the centerline of Heritage Boulevard; thence N74°19'24"W, 156.57 feet to the point of terminus of Wedgewood Drive. Total of 156.57 linear feet.

2. That said street, including 30' from the defined center line, is located within a City right-of-way and is under the control of the City of Swartz Creek.

3. That said street is a public street and is for public street purposes.

4. That said street is accepted into the City Local Street System and was open to the public on December 8, 2014

Resolution duly adopted on December 8, 2014.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141208-80

**STREET DEDICATION, BAINBRIDGE DRIVE
(HERITAGE VILLAGE HOMEOWNERS ASSOCIATION)**

Motion by Councilmember: _____

At a regular meeting of the City Council of Swartz Creek Michigan, held at the City Hall on Monday, December 8, 2014 7:00 PM, the following resolution was offered by Councilmember _____, and supported by Councilmember _____.

WHEREAS, the City and the Heritage Village Condominium Association, by and through its Board of Directors, have agreed to transfer certain streets within the Association to the City, along with water-mains, sanitary sewer-mains and storm sewer-mains located within adjacent right of way property

running alongside the streets, the transfer being in accordance with site plan approvals on file with the City; and

WHEREAS, the Attorney representing the Heritage Village Condominium Association has reviewed documentation for the Association and has determined that the Association, through its Board of Directors, has the authority to convey and assign real and personal property on behalf of its membership and has certified such in a correspondence to the City; and

WHEREAS, on August 19, 2014, the Heritage Village Condominium Association’s Board of Directors adopted a resolution conveying the streets along with right of way containing water-mains, sanitary sewer-mains and storm sewer-mains to the City, a copy of which is attached hereto.

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE, BE IT RESOLVED:

1. That the center line of said street is described as:

Description of Bainbridge Drive

Beginning at a point on the centerline of Heritage Boulevard; thence N88°49'50"E, 56.73 feet; thence along a curve to the right having a radius of 215.00 feet, an arc length of 74.13 feet, a delta angle of 19°45'16" and chord bearing and distance of S80°16'56"E, 73.76 feet; thence S70°24'18"E, 105.77 feet to the point of terminus of Bainbridge Drive. Total of 236.63 linear feet.

2. That said street, including 30' from the defined center line, is located within a City right-of-way and is under the control of the City of Swartz Creek.

3. That said street is a public street and is for public street purposes.

4. That said street is accepted into the City Local Street System and was open to the public on December 8, 2014

Resolution duly adopted on December 8, 2014.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141208-8P OHM MILLER ROAD CONSTRUCTION ENGINEERING

Motion by Councilmember: _____

WHEREAS, the city submitted resurfacing projects for Miller Road, including a segment from Morrish to Elms and a segment from Tallmadge to Dye, to the Genesee County Metropolitan Planning Commission for approval in the Traffic Improvement Program; and

WHEREAS, the projects were approved for construction during the 2015 season, with allocations of funds and cost sharing as outlined herein; and

Morrish to Elms			
	Federal Funds	Local Match	Total Cost
Preliminary Engineering	\$71,553.00	\$17,888.00	\$89,441.00
Construction Engineering			\$0.00
Construction	\$814,272.00	\$203,568.00	\$1,017,840.00
Total Project Cost	\$885,825.00	\$221,456.00	\$1,107,281.00
Tallmadge to Dye			
	Federal Funds	Local Match	Total Cost
Preliminary Engineering	\$71,865.00	\$17,966.00	\$89,831.00
Construction Engineering			\$0.00
Construction	\$817,825.00	\$204,456.00	\$1,022,281.00
Total Project Cost	\$889,690.00	\$222,422.00	\$1,112,112.00

*Construction engineering costs are included in the 'construction' line item

WHEREAS, the city selected a professional engineer, OHM Advisors, to perform preliminary engineering design work for these segments; and

WHEREAS, the city needs to select a professional engineer to perform construction engineering work for these segments; and

WHEREAS, the city can choose from its list of pre-qualified companies, excluding Rowe Professional Services Company due to current mandates; and

WHEREAS, OHM Advisors is one such firm that the city has been working with to provide this service and has received a not-to-exceed cost estimate for both segments; and

WHEREAS, the city has approval from the MDOT to perform construction engineering with allocations in the amount of \$133,724 for the section between Tallmadge Court and Dye Road and \$133,143.45 for the section between Morrish and Elms Road.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek approve the construction engineering proposals by OHM Advisors for amounts not to exceed \$120,393 for Miller Road between Tallmadge Court and Dye Road and \$117,768 for Miller Road from Morrish to Elms Road.

BE IT FURTHER RESOLVED, that the City Council directs the City Manager to prepare and execute third party MDOT contracts as needed and included in this packet to perform construction engineering work, and that the budget be amended to reflect contributions and revenues as reflected above within the major street fund.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns a certain piece of real property on Miller Road, identified as parcel 58-36-578-018, an out lot, and;

WHEREAS, the city received an unsolicited offer to purchase this property from an adjacent landowner, and;

WHEREAS, the city council and staff, finding this property to be of marginal value to the city and no value to non-adjacent land owners, permitted the formal solicitation of offers from both neighbors with Miller Road frontage, and;

WHEREAS, one offer was received by the stated deadline from an adjacent land owner in the amount of \$1,000, and;

WHEREAS, under the city’s land sale policy, the city council finds the sale process and consideration to be in the best interest of the public, and;

WHEREAS, the city council approved the sale of this parcel on October 27, 2014 with the exception of a public easement, to Justin Ellison, for the consideration of \$1,000 in accordance with the quit claim deed attached, subject to combination of this parcel to the adjacent parcel of the buyer, and;

WHEREAS, the sale instrument was made available for public inspection for a period of not less than 30 days in accordance with the city charter.

THEREFORE, BE IT RESOLVED that the City of Swartz Creek hereby approves the final sale of this parcel and directs the Mayor to execute the quit claim deed instrument as included in the city council packet.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141208-8R POLICE DEPARTMENT ANNUAL BICYCLE GIVE AWAY PROGRAM

Motion by Councilmember: _____

WHEREAS, the Swartz Creek Police Department conducts an annual Bicycle Give Away Program wherein school district administrator’s recommend youngsters in need as recipients of bicycles being held by the police department; and

WHEREAS, bicycles held by the police department this year have come from a variety of sources, including generous donations from Meijer and Assenmacher’s Cycling Center; and

WHEREAS, seventeen such bicycles are new, having been donated by Meijer, but the remainder are used and Assenmacher’s Cycling Center has donated its services to repair and refurbish the remainder into like new condition; and

WHEREAS, a comprehensive list is not available until such a time that Assenmacher's has completed its work.

NOW, THEREFORE, I Move that the City of Swartz Creek approve the 2014 Annual Police Department Bicycle Give Away Program, and authorize the giveaway of approximately 35 bicycles, with a comprehensive list to be established and upon completion, be brought back to the council for record.

BE IT FURTHER RESOLVED, that the city extend its greatest appreciation to all those who participated in this year's Bicycle Give Away Program and Shop With A Hero program, including, but not limited to Assenmacher's Cycling Center, Meijer, Little Caesar's, and Hungry Howie's.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 11/24/2014**

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, Krueger, Pinkston, Porath, Shumaker.

Councilmembers Absent: Hicks.

Staff Present: City Manager Adam Zettel, City Clerk Juanita Aguilar, City Treasurer Deanna Korth, DPS Director Tom Svrcek, City Engineer Lou Fleury.

Others Present: Jerry Summers, Bob Plumb, Steve Shumaker, Elaine Tucker, Brigitte Woodbury, Joe Perreault, Boots Abrams, Sharon Shumaker.

APPROVAL OF MINUTES

Resolution No. 141124-01

(Carried)

Motion by Councilmember Porath
Second by Councilmember Gilbert

I Move the Swartz Creek City Council hereby approve the amended Minutes of the Regular Council Meeting held Monday, November 10, 2014 to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 141124-02

(Carried)

Motion by Mayor Pro-Tem Abrams
Second by Councilmember Shumaker

I Move the Swartz Creek City Council approve the Agenda as presented, for the Regular Council Meeting of November 24, 2014, to be circulated and placed on file.

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

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 141124-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager's Report of November 24, 2014, to be circulated and placed on file.

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

MEETING OPENED TO THE PUBLIC

Jerry Summers, 4370 Springbrook, asked when the street discussion would begin.

COUNCIL BUSINESS

Fiscal Year 2013-2014 Audit Report

Pam Hill from Plante Moran Accounting Firm, along with Crystal Simpson and Ashley Edmonds, presented the audit results for Fiscal Year 2013-2014.

Resolution No. 141124-04

(Carried)

Motion by Councilmember Gilbert
Second by Mayor Pro-Tem Abrams

I Move the City of Swartz Creek accept the 2013-2014 Fiscal Audit Report prepared by Plante-Moran, a copy of which is attached hereto, and further, direct such to be published, distributed, circulated and placed on file in a manner prescribed by law.

Discussion Took Place.

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

Local Street Plan Findings by Rowe PSC

City Manager Adam Zettel stated that he used several avenues to get information to the public, including a newsletter, facebook, city website, newspaper articles and flyers distributed to local businesses, with very small results in attendance at the Council Meetings. Mr. Zettel stated that he will continue to look for other ways to inform the public about the informational meetings.

Engineer Lou Fleury made a presentation on local street plan findings. Mr. Fleury stated that the presentation is about an asset management plan.

City Manager Zettel explained the long term strategy for fixing the roads.

Mayor Krueger stated that most of the presentation was aimed at a millage assessment. Mr. Krueger asked Engineer Fleury how residents would be able to get to their homes during the road fixes. Mr. Fleury explained different ways to accommodate residents.

Jerry Summers, 4370 Springbrook, spoke about how much the state gives to major roads. Mr. Summers stated that he doesn't drive on any of the local streets and doesn't believe he should pay for them to be fixed. Mr. Summers stated that Springbrook should be excluded from the proposed city levy. Mr. Summers stated that Springbrook residents don't see anything from the city except for the tax bills.

Steve Shumaker, 7446 Country Meadow, referred to the city charter, section 10.1, which specifies that the council has the power to make special assessments should they be needed for public improvements within the city. Mr. Shumaker stated that he believes council should follow the charter and have a special assessment for those who benefit from the improvements. Mr. Shumaker stated that he does not agree that the condo's and manufactured home communities should be levied like everyone else. Mr. Shumaker stated that he should not bear a full share of the improvements when others will be receiving the most benefit. Mr. Shumaker stated that everything that he said at the last meeting was not included in the minutes.

Kevin Welninski, 5372 Worchester, stated that he would be better with a millage as opposed to an assessment. Mr. Welninski asked what happens when his street is back near the bottom of the curve and no maintenance can be done. Mr. Welninski stated that the whole point is to replace, repair and maintain the streets. Mr. Welninski asked for reassurance that the "maintain" portion will be done. Mr. Welninski asked how to keep heavy vehicles out of Winchester Village. Mr. Welninski stated that busses other than for Syring school and special needs students have no reason to be in the village.

Councilmember Shumaker stated that he used to believe that bus routes could be controlled by the police department, and that he has since been advised that is not the case.

Mr. Welninski stated that he does not see the reason that empty busses have to drive through the village.

DPS Director Tom Svrcek stated that he would call the schools and talk to them about it. Mr. Svrcek stated that the schools have been very cooperative in the last couple of years with the busses on the roads. Mayor Krueger suggested that Mr. Welninski attend a school board meeting and speak to the board about the his concerns.

Councilmember Shumaker stated that the turning radius of a bus is much bigger than that of a car and sometimes the busses go over the curbs at intersections and damage the curb.

Mayor Krueger called for a five minute break.

Commission Appointments

Resolution No. 141124-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Shumaker

I Move the Swartz Creek City Council concur with the Mayor and City Council appointments as follows:

- | | | |
|-------------------|--|---------------------------|
| #141124-8C | <u>MAYOR RE-APPOINTMENT:</u>
Fire Board, Citizen
Two year term, expiring November 28, 2016 | John Knickerbocker |
| #141124-8D | <u>MAYOR RE-APPOINTMENT:</u>
Genesee County Metropolitan Alliance, Elected official
Two year term, expiring November 28, 2016 | John Gilbert |
| #141124-8E | <u>MAYOR RE-APPOINTMENT:</u>
Genesee County Metropolitan Alliance, Citizen representative
Two year term, expiring November 28, 2016 | Ronald Shultz |
| #141124-8F | <u>MAYOR RE-APPOINTMENT:</u>
Flint Area Narcotics Group, Elected official
Two year term, expiring November 28, 2016 | Rae Lynn Hicks |
| #141124-8G | <u>MAYOR RE-APPOINTMENT:</u>
Flint Area Narcotics Group, Alternate
Two year term, expiring November 28, 2016 | Rick Clolinger |
| #141124-8H | <u>MAYOR APPOINTMENT:</u>
GAIN Auto Theft, Elected official
Two year term, expiring November 28, 2016 | John Gilbert |
| #141124-8I | <u>MAYOR RE-APPOINTMENT:</u>
GAIN Auto Theft, Alternate
Two year term, expiring November 28, 2016 | Rick Clolinger |
| #141124-8J | <u>MAYOR RE-APPOINTMENT:</u>
Small Cities, Delegate
Two year term, expiring November 28, 2016 | David Krueger |
| #141124-8L | <u>MAYOR RE-APPOINTMENT:</u>
Small Cities, Alternate
Two year term, expiring November 28, 2016 | Michael Shumaker |
| #141124-8M | <u>MAYOR RE-APPOINTMENT:</u>
Local Officers Compensation Committee
Remainder of three year term, expiring November 28, 2016 | Robert Plumb |
| #141124-8N | <u>MAYOR RE-APPOINTMENT:</u>
Local Officers Compensation Committee | Ronald Shultz |

Three year term, expiring November 27, 2017

- | | | |
|-------------|---|--------------------------|
| #141124-8O | <u>MAYOR RE-APPOINTMENT:</u>
Local Officers Compensation Committee
Four year term, expiring November 26, 2018 | Patricia Maksymiu |
| #141124-8P | <u>MAYOR APPOINTMENT:</u>
Planning Commission, Elected official
Three-Year Term expiring November 27, 2017 | Dennis Pinkston |
| #141124-8Q | <u>MAYOR RE-APPOINTMENT:</u>
Planning Commission
Three-Year Term expiring November 27, 2017 | Craig Culinski |
| #141124-8R | <u>MAYOR RE-APPOINTMENT:</u>
Water & Waste Advisory Committee
Two-Year Term expiring November 28, 2016 | Thomas Svrcek |
| #141124-8S | <u>MAYOR APPOINTMENT:</u>
Water & Waste Advisory Committee, Alternate
Two-Year Term expiring November 28, 2016 | Adam Zettel |
| #141124-8T | <u>MAYOR RE-APPOINTMENT:</u>
Zoning Board of Appeals
Two-Year Term expiring November 28, 2016 | Curt Porath |
| #141124-8U | <u>MAYOR RE-APPOINTMENT:</u>
Construction Board of Appeals
Two-Year Term expiring November 28, 2016 | Douglas Stephens |
| #141124-8V | <u>MAYOR RE-APPOINTMENT:</u>
Construction Board of Appeals
Two-Year Term expiring November 28, 2016 | Michael Shumaker |
| #141124-8X | <u>MAYOR RE-APPOINTMENT:</u>
Construction Board of Appeals
Two-Year Term expiring November 28, 2016 | Ronald Shultz |
| #141124-8X | <u>MAYOR RE-APPOINTMENT:</u>
911 Consortium
Two-Year Term expiring November 28, 2016 | Adam Zettel |
| #141124-8Y | <u>MAYOR RE-APPOINTMENT:</u>
Street Administrator
Two-Year Term expiring November 28, 2016 | Thomas Svrcek |
| #141124-8Z | <u>MAYOR APPOINTMENT:</u>
Street Administrator, Alternate
Two-Year Term expiring November 28, 2016 | Adam Zettel |
| #141124-8AA | <u>MAYOR APPOINTMENT:</u>
Board of Review, Alternate
Three-Year Term expiring June 30, 2017 | Richard Ballreich |

Discussion took place.

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

NO: None. Motion Declared Carried.

Appropriation & Bid Award, Snow Removal

Resolution No. 141124-06

(Carried)

Motion by Councilmember Pinkston
Second by Mayor Pro-Tem Abrams

I Move the City of Swartz Creek accept the low bid of \$290.00 per “push”, for snow removal as per the specifications set forth in the bid package, and award the work to T’s Lawncare & Snow Removal of Swartz Creek, Michigan, for a period ending May 1, 2015, with the stipulation that T’s Lawncare & Snow Removal enter into a contractor’s agreement with the City.

Discussion Ensued.

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

Local Street Engineering (Year 1)

Resolution No. 141124-07

(Carried)

Motion by Councilmember Porath
Second by Mayor Pro-Tem Abrams

I Move the City of Swartz Creek accept the proposal dated November 17, 2014 as submitted by Rowe Professional Services for design and bidding services related to local street improvements for Worchester Drive, Yarmy Drive, and Parkridge Parkway, as well as design and bidding services related to water main replacement on Worchester Drive, with the allocation of such costs to be as follows:

General Fund (101): \$83,779
Water Fund (590): \$20,664

Discussion Took Place.

YES: Krueger, Pinkston, Porath, Shumaker.
NO: Abrams, Gilbert. Motion Declared Carried.

Park Ordinance Repeal/Amendment

Resolution No. 141124-08

(Carried)

Motion by Mayor Pro-Tem Abrams
Second by Councilmember Shumaker

I Move the City of Swartz Creek enact Ordinance #417, an ordinance to repeal Article III of Chapter 11 and to adopt a new Article III of Chapter 11 of the Code of Ordinances in order to more efficiently manage park rules, as follows:

**CITY OF SWARTZ CREEK
ORDINANCE NO. 417**

An ordinance to repeal Article III of Chapter 11 of the Code of Ordinances and to adopt a new Article III of Chapter 11 regarding park rules and regulations.

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Repeal of Article III of Chapter 11.

Article III of Chapter 11 of the Code of Ordinances of the City of Swartz Creek is hereby repealed in its entirety.

Section 2. Adoption of new Article III of Chapter 11.

The City Council hereby adopts a new Article III of Chapter 11 of the Code of Ordinances of the City of Swartz Creek to read as follows:

Article III. Rules and Regulations.

Sec. 11-46. Definition.

For purposes of this ordinance “park” means any area or plat of land owned or operated by the City and which is developed and used for public recreational purposes, including but not limited to, landscaped tracts, picnic grounds, playgrounds, athletic fields, stadiums, camps, foot and bicycle paths, motor vehicle drives, ice rinks and other recreational structures and facilities for the use and benefit of the public.

Sec. 11-47. Park Rules and Regulations.

The City Council may by resolution adopt rules and regulations governing the use of parks, including prohibitions or restrictions on uses and acts within parks.

Section 3. Penalty.

Any person who violates this ordinance or any resolution adopted in accordance with this ordinance shall be responsible for a municipal civil infraction.

Section 4. Effective date.

This Ordinance shall become effective twenty (20) days after publication.

At a regular meeting of the City Council of Swartz Creek held on the 24th day of November, 2014, Mayor Pro-Tem Abrams moved for adoption of the foregoing ordinance

and Councilmember Shumaker supported the motion.

Discussion Ensued.

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

The Mayor declared the ordinance adopted.

David Krueger
Mayor

Juanita Aguilar
City Clerk

CERTIFICATION

The foregoing is a true copy of Ordinance No. 417 which was enacted by the Swartz Creek City Council at a regular meeting held on the 24th day of November, 2014.

Juanita Aguilar
City Clerk

Golf Cart Donation Acceptance

Resolution No. 141124-09

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Pinkston

I Move the City of Swartz Creek accept the donation of a 2000 Yamaha gas powered golf cart by Genesee Valley Meadows golf course, included donated paint services from Woods Collision, said golf cart to be used primarily for public safety purposes within the police department.

Discussion Took Place.

YES: Krueger, Pinkston, Porath, Abrams, Gilbert.
NO: Shumaker. Motion Declared Carried.

Parking Ordinance Amendment

Resolution No. 141124-10

(Carried)

Motion by Councilmember Gilbert

Second by Councilmember Porath

I Move the City of Swartz Creek enact Ordinance #418, an ordinance to amend Section 18-71 of Article III of Chapter 18 of the Code of Ordinances to affirm and bring them into compliance with state law concerning certain alcohol-related driving offenses and the penalties for violations thereof, as follows:

**CITY OF SWARTZ CREEK
ORDINANCE NO. 418**

An ordinance to amend Section 18-71 of Article III of Chapter 18 of the Code of Ordinances to prohibit certain parking on public streets and the penalties for violations thereof.

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Amendment of Section 18-71 of Article III of Chapter 18 of the Code of Ordinances of the City of Swartz Creek.

Section 18-71 of Article III of Chapter 18 of the Code of Ordinances of the City of Swartz Creek is hereby amended by adding "Parking on City Streets from 2 a.m. to 6 a.m." as one of the prohibited offenses, and that the penalty for violations of that offense is \$20.00.

Section 2. Effective Date.

This Ordinance shall take effect twenty (20) days following publication.

At a regular meeting of the City Council of Swartz Creek held on the 24th day of November, 2014, Councilmember Gilbert moved for adoption of the foregoing ordinance and Councilmember Porath supported the motion.

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

The Mayor declared the ordinance adopted.

David Krueger
Mayor

Juanita Aguilar
City Clerk

CERTIFICATION

The foregoing is a true copy of Ordinance No. 418 which was enacted by the Swartz Creek

City Council at a regular meeting held on the 24th day of November, 2014.

Juanita Aguilar
City Clerk

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

MEETING OPEN TO PUBLIC:

Steve Shumaker, 7446 Country Meadow, spoke about the park ordinance stating that it seems strange to allow for civil infractions and not list what the actual infraction would be. Mr. Shumaker spoke about the parking ordinance stating that he felt that the council is doing the reverse of what was done with the park ordinance by putting the fees in the ordinance.

REMARKS BY COUNCILMEMBERS:

Councilmember Pinkston asked Mr. Zettel how many lots the city owns on Young and Cardigan Drive. Mr. Zettel stated that the city owns two lots.

Councilmember Gilbert spoke about the snowfall and sidewalk clearing, stating that he found that quite a few sidewalks were cleared off.

Councilmember Shumaker spoke about the lights on the bridge on south Morrish Road stating that they were well done. Mr. Shumaker spoke about the repaired pavilion at Winshall Park stating that the insurance company is not allowed to tell you who your contractor can be and would like it checked in to. Mr. Shumaker asked if the city has a copy of the Michigan Traffic Law and the Michigan Uniform Traffic Control Manual. Mr. Zettel stated that the items are available online or at the city offices.

Mayor Krueger spoke about the police office being re-opened with a new part-time administrative assistant.

Adjournment

Resolution No. 141124-11

(Carried)

Motion by Councilmember Shumaker
Second by Mayor Pro-Tem Abrams

I Move the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 9:56 p.m.



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

David A. Krueger, Mayor

Juanita Aguilar, City Clerk

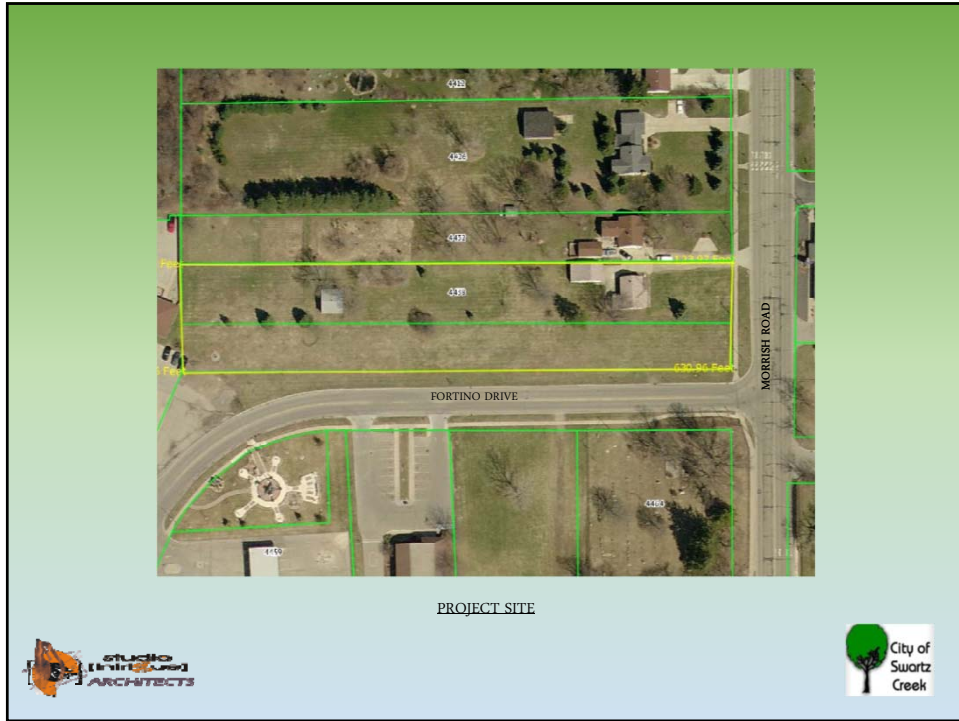
Presentation given to DDA on November 13th in relation to the development of the corner of Fortino and Morrish Roads.

SWARTZ CREEK
DDA
FORTINO DRIVE
PRELIMINARY DEVELOPMENT STUDY
11/13/14



SWARTZ CREEK CENTRAL BUSINESS DISTRICT







The image displays two photographs of row houses. The larger photograph on the left shows a row of three-story brick houses with white trim, gabled roofs, and small front porches. The smaller photograph on the right shows a street view of a similar row of brick houses. A red arrow points from a red-bordered box labeled "Preferred Concept" to the larger photograph.

DEVELOPMENT EXAMPLES – ROW HOUSES



The image displays three photographs of detached residential homes. The largest photograph at the bottom shows a row of single-story houses with white siding, dark shutters, and front porches. The top-left photograph shows a row of two-story houses with red siding and white trim. The top-right photograph shows a two-story house with a prominent white porch and a gabled roof.

DEVELOPMENT EXAMPLES – DETACHED RESIDENTIAL





DEVELOPMENT EXAMPLES – MIXED RESIDENTIAL



DEVELOPMENT EXAMPLES – SMALL-SCALE MIXED-USE



STUDIO INTRIGUE PROJECTS – LARGE-SCALE MIXED-USE




Possible Commercial Endcap

STUDIO INTRIGUE PROJECTS – SMALL-SCALE MIXED-USE






THANK YOU!





GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

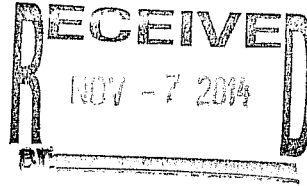
- DIVISION OF -

WATER & WASTE SERVICES

G-4610 BEECHER ROAD - FLINT, MICHIGAN 48532-2617
PHONE (810) 732-7870 - FAX (810) 732-9773

JEFFREY WRIGHT
COMMISSIONER

November 3, 2014



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

Re: Bear Creek Subdivision: Sanitary Sewer Agreement

Dear Mr. Zettel:

Find enclosed a transfer agreement for the Morrish Road Sewer that replaces the temporary agreement that provides service to the Bear Creek subdivision. I will be happy to attend a Council meeting to explain the details to your members.

If you have any questions, please do not hesitate to call me.

Sincerely,

John F. O'Brien, P.E., Director
Division of Water and Waste Services



Proposed Agreement



MORRISH ROAD SEWER TRANSFER AGREEMENT

THIS CONTRACT made and entered into on the ____ day of _____, 2014, by and between the County Agency of Genesee County, by its Drain Commissioner, a Michigan County Corporation, hereinafter referred to as the "County," the Township of Gaines, hereinafter referred to as the "Township," and the City of Swartz Creek, hereinafter referred to as the "City."

WHEREAS, the City constructed a sewer on Morrish Road between the County owned interceptor south to the City limits, (12-inch sewer) and

WHEREAS, the Township is currently discharging into and through that sewer to discharge to the County interceptor, and

WHEREAS, the City and Township are desirous to convert this sewer to a County interceptor to be maintained and operated by the County, and

WHEREAS, the County has inspected the sewer and will accept operation and maintenance responsibility.

NOW THEREFORE, be it resolved that Gaines Township will purchase 50% of the capacity in the Morrish Road sewer in the amount of \$11,000, and

BE IT FURTHER RESOLVED that Genesee County will designate this sewer as part of the interceptor sewer system and assume operation and maintenance responsibilities.

IN WITNESS WHEREOF, the Parties have caused this transfer agreement to be executed and delivered by the respective and duly authorized officers as of the day and year first above written.

CITY OF SWARTZ CREEK

TOWNSHIP OF GAINES

David Krueger, Mayor

Supervisor

Juanita Aguilar, Clerk

Michael Dowler, Clerk

COUNTY AGENCY

Jeff Wright, Drain Commissioner

**MORRISH ROAD SANITARY SEWER
TRANSFER OF ASSETS**

EXHIBIT A

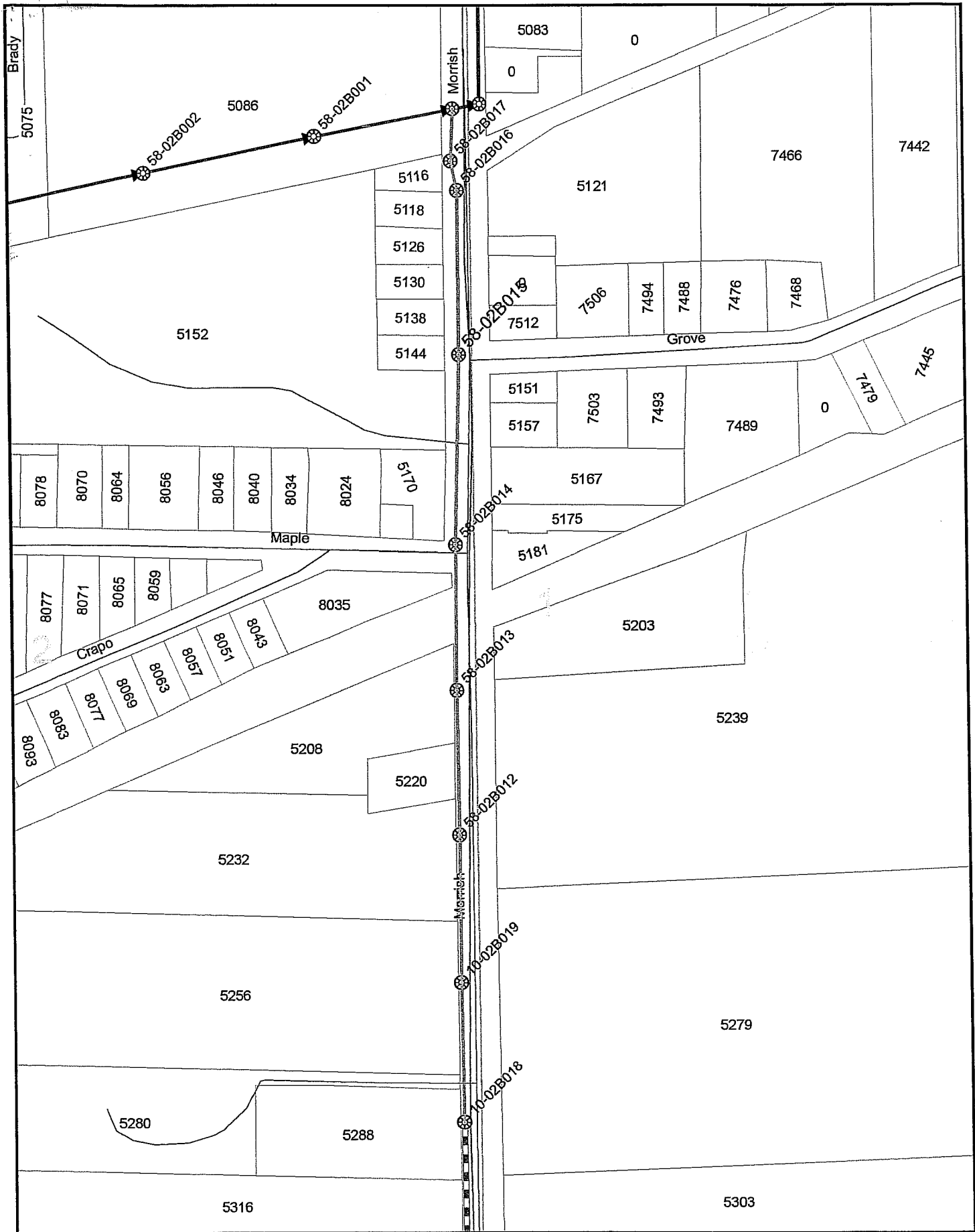
Morrish Road Sanitary Sewer is a 12-inch extra strength clay sewer beginning at Morrish Road and the County interceptor just north of Swartz Creek, south 1,865 feet to Morrish Road and the corporate limits of the City of Swartz Creek.

S-Permit #205

Stationing 1400 to 20 to 10

Manholes:

10-02B018
10-02B019
58-02B012
58-02B013
58-02B014
58-02B015
58-02B016
58-02B017





GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

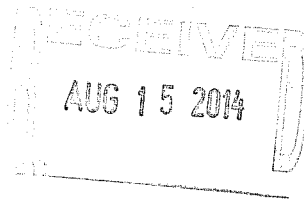
- DIVISION OF -

WATER & WASTE SERVICES

G-4610 BEECHER ROAD - FLINT, MICHIGAN 48532-2617
PHONE (810) 732-7870 - FAX (810) 732-9773

JEFFREY WRIGHT
COMMISSIONER

August 13, 2014



Adam Zettel, Manager
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473-1498

Transfer offer and valuation

Re: Morrish Road Sanitary Sewer
Permit #S-0205

Dear Mr. Zettel:

Based upon our research, the sanitary sewer appears to have been constructed in 1969. The County Agency typically places the sewer life at 75 years. This sewer is currently 45 years old. Using straight line depreciation, this section of sewer has an approximate book value of \$22,000.00.

I have also reviewed the televising footage of the sewer that occurred in 2011. The sewer appears in good shape with some mineral deposits at joints showing signs of infiltration.

Based on the current growth patterns of Swartz Creek and Gaines Township, the current sewer will have adequate sewer capacity for the next several decades, with minimal maintenance required. Therefore, the sewer would be a candidate for conversion from a municipal line to a multi-community line. A multi-community line is operated and maintained by the County Agency for the benefit of multiple community customers, in this case being Swartz Creek and Gaines Township. Each customer off the line would be a customer of the local municipality.

Currently, the City of Swartz Creek is the sole owner of the sewer with Gaines Township accessing the sewer through an expired use agreement. Our recommendation would be for the City and Township to reach a shared asset agreement and petition for this line to become a multi-community line. The alternative is an updated use agreement or the construction of a new separate sewer.

If you are in agreement, our office would be willing to assist and prepare the asset agreement and transfer to multi-community status. We have an Advisory Board meeting scheduled for August 20, 2014. I would like to touch base with Gaines Township on this issue to bring them up to speed regarding the status of the sewer.

Sincerely,

John F. O'Brien, P.E., Director
Division of Water and Waste Services



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

- DIVISION OF -

WATER & WASTE SERVICES

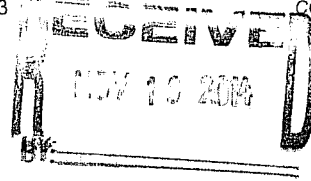
G-4610 BEECHER ROAD - FLINT, MICHIGAN 48532-2617

PHONE (810) 732-7870 - FAX (810) 732-9773

JEFFREY WRIGHT
COMMISSIONER

Customer retention
assurance

MEMORANDUM



DATE: November 17, 2014

TO: Adam Zettel, Manager, City of Swartz Creek *QW*

FROM: John F. O'Brien, P.E., Director

SUBJECT: Interceptor Sewers

You have asked the question, by designating the Morrish Road sewer an interceptor sewer, what happens to current and future customers?

By designating the sewer as an interceptor sewer, the County will assume the day to day operation and maintenance of the sewer, televising, cleaning, Miss Dig, etc.

As for the customers, they remain with the City and/or Township. The City will issue bills, authorize new connections and terminate service. Both the City and County would respond to sewer back-ups along the line.

I hope this clarifies the difference between City-owned and County-operated sewers (interceptor) sewers. Should you or your Council have any questions, do not hesitate to call.



BEAR CREEK SUBDIVISION SANITARY SEWER AGREEMENT

Between

Original Agreement 

COUNTY OF GENESEE

TOWNSHIP OF GAINES

CITY OF SWARTZ CREEK

THIS AGREEMENT is made this 18 day of March, 2005, by and between the City of Swartz Creek, a Michigan Municipal Corporation, with its principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 ("City"), the Township of Gaines, a Michigan General Law Township, with its principal offices at 9241 Grand Blanc Road, Gaines, Michigan 48436 ("Township") and the County of Genesee, a Michigan Municipal Corporation, through its Drain Commissioner as "County Agency", with its principal offices located at G-4610 Beecher Road, Flint, Michigan 48532.

WHEREAS, the City has a sanitary sewer line located along Morrish Road which extends to the corporate boundaries between the City and the Township; and

WHEREAS, due to the development of the Bear Creek Subdivision on Morrish Road south of Hill Road, the Township has an immediate need for 51 residential equivalent units (REUs) of sanitary sewer service at said location; and

WHEREAS, the Township is willing to have a force main constructed by the Developer of the Bear Creek Subdivision ("Developer"), which force main will be constructed at the Developer's sole expense; and

WHEREAS, said force main will be constructed in accordance with the specifications of the Water and Waste Division of the Genesee County Drain commissioner's office; and

WHEREAS, upon completion of the construction of the said force main, the Developer will convey ownership of same to the Township and said force main will become a part of the Townships sewer system; and

WHEREAS, the Township desires to temporarily connect said sanitary sewer force main to the City's sewer line on Morrish Road which will be used to transport sewage from the Township's force main to the County Interceptor at Morrish Road and Wade Street in the City; and

WHEREAS, the City is willing to allow the Township to temporarily connect its sanitary sewer force main to the City's sanitary sewer line on Morrish Road at the City's southern corporate boundary, for a limited period of time so that it may provide the Township with the 51 REUs it needs to serve said residential development, and it is willing to do so at no charge so long as the City does not have to bear any costs incurred in making such connection or any costs for improvements, maintenance or repairs that may be needed to the City's or the Township's sewer system covered by this agreement; and

WHEREAS, the Township is willing to make the necessary modifications to its sanitary sewer system and connect to the City's system for a temporary period so as to be able to provide 51 REUs of sanitary sewer capacity to the Bear Creek Subdivision development so long as it can pass the costs of same on to the Developer;

NOW, THEREFORE, the parties hereto, acting by and through their duly authorized representatives, hereby agree as follows:

1. **Township Sewer Extension.** The Township may, at no cost to the City, extend a sanitary sewer force main from the Bear Creek Subdivision on Morrish Road to the City's sanitary sewer line at the southern City boundary on Morrish Road.
2. **Maximum Service.** The Township may utilize that connection to provide sanitary sewer service in an amount not to exceed 51 REUs to the Bear Creek

Subdivision development in the Township.

3. **Free Transportation.** The City will allow up to 51 REUs of sewage to be transported from the Township's force main through its sewer line on Morrish Road to the County Interceptor at Morrish Road and Wade Street in the City at no charge.
4. **Allocation of Cost.** The Township shall indemnify and hold the City harmless from any costs incurred in making said connection and any costs incurred in the maintenance and operation of its sanitary sewer line up to and including the connection with the City's line.
5. **Franchise.** To the extent any portion of the Township's sanitary sewer line owned by the Township will be inside the City, the City hereby grants a franchise to the Township for the placement of said line inside the City.
6. **Acknowledgement, Term and Cost of Disconnect.** Gaines Township acknowledges that this Agreement is to provide temporary sewer transportation service only to the residents of the Bear Creek Subdivision located in Gaines Township. It shall be the responsibility of Gaines Township to provide its residents, other than those in the Bear Creek Subdivision, with sewer transportation service by connection to sewer transportation lines other than those under the jurisdiction of the City of Swartz Creek. This Agreement shall expire by its terms on December 31, 2011, at which time the Township shall disconnect its force main sewer line from the City's sewer line. Such disconnection shall be made by the Township at its own expense and the Township shall also be liable for any costs incurred by the City in separating its line from the Township's and closing off said connection. If the Township shall fail to make such disconnection, the City may do so of its own volition and the

Township shall reimburse the City for all costs incurred by the City in connection therewith.

- 7. Failure to Disconnect.** If, for any reason, the Township does not disconnect its line from the City's line and if, for any reason, the City is prevented from doing so on its own, and the City is required to continue providing sanitary sewer service to portions of the Township through said line beyond the term of this Agreement, the Township shall pay to the City a \$7.50 per month per unit maintenance and transmission fee until such time as the Township severs connection to the City's line.
- 8. Operation and Maintenance.** During the term of this Agreement, the County Agency shall be responsible for the operation and maintenance of the Township's sanitary sewer force main, as a part of the Genesee County Sewer System, and the City's transmission main from and including the point of connection of the lateral sewer to be constructed by the Township with the City's line, to and including the point of connection of the City's line with the County Interceptor north of the Swartz Creek on the West side of Morrish Road. The County Agency will operate and maintain said lines and connections without additional cost to the Township or the City, except that the County Agency shall operate and maintain the sanitary sewer force main on the same basis as the County Agency operates and maintains the rest of the Township's sewer system
- 9. Insurance.** The Township shall maintain a policy of general liability insurance covering its ownership and operation of its sewer line and shall indemnify and hold the City and County harmless from any claims for damages made against the City in connection with the ownership, use or operation of said line by the Township within the City.

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

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

If to the Township: Township of Gaines
9241 Grand Blanc Road
Gaines, MI 48436
Attention: Township Supervisor

If to the County: Genesee County Water and Waste Services
G-4610 Beecher Road
Flint, Michigan 48532
Attention: Director,
Division of Water and Waste Services

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

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

12. Assignment. No assignment of this contract or any of the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

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

14. Articles and Other Headings. The article and other headings contained in this contract are for reference purposes only and shall not affect in any way the

meaning or interpretation of this contract.

- 15. **Counterparts.** This contract may be executed in any number of counterparts and each such counterpart shall be considered a valid original.
- 16. **Entire Agreement; Contemporaneous Agreements.** This contract supersedes all previous or contemporaneous negotiations and/or agreements and constitutes the entire agreement between the parties with respect to the conditional transfer of territory hereunder. No verbal statements or prior or written materials not specifically incorporated in this contract have been relied upon by the parties in entering into this contract.
- 17. **Binding Effect.** This contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

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

TOWNSHIP OF GAINES

Paul Fortino
Paul Fortino, Township Supervisor

Michael Dowler
Michael Dowler, Township Clerk

CITY OF SWARTZ CREEK

Jason Christie
Jason Christie, Mayor Pro-Tem

Mary Jo Clark
Mary Jo Clark, City Clerk

COUNTY OF GENESEE

Jeff Wright
Jeff Wright, Drain Commissioner
Genesee County Agency

Approved as to Form:

Richard J. Figura
City – Township Attorney

Raymond J. Branch
County Agency Attorney

Extended Agreement



**AGREEMENT TO EXTEND TERM
of the
BEAR CREEK SEWER CONNECTION AGREEMENT**

County of Genesee, Township of Gaines, City of Swartz Creek

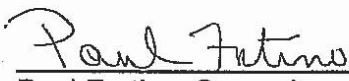
WHEREAS, the City of Swartz Creek ("City"), the Township of Gaines ("Township"), and the County of Genesee, through its Drain Commissioner as "County Agency", are parties to that certain agreement dated March 18, 2005 ("Connection Agreement"), by which the City agreed to allow the Township to connect a sanitary sewer force main to the City's sanitary sewer line on Morrish Road in order to transport sewage from the Township's force main to the County Interceptor at Morrish Road and Wade Street in the City; and

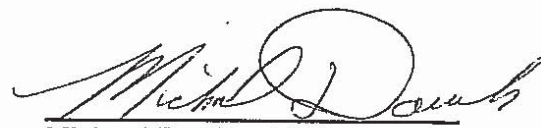
WHEREAS, the Connection Agreement expired on December 31, 2011 by which time the Township was required to disconnect the sanitary force main from the City's sewer line, but the parties wish to extend the expiration date of the Connection Agreement to December 31, 2012.

NOW, THEREFORE, IT IS AGREED by the parties hereto, acting by and through their duly authorized agents, as follows:


1. The expiration date of December 31, 2011 as set forth in paragraph 6 of the Connection Agreement be amended and extended to December 31, 2012.
2. All other terms and conditions of the Connection Agreement remain in full force and effect.

TOWNSHIP OF GAINES


Paul Fortino, Supervisor

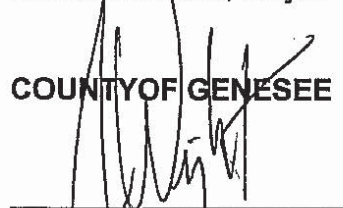

Michael Dowler, Clerk

CITY OF SWARTZ CREEK


Richard Abrams, Mayor


Juanita Aguilar, Clerk

COUNTY OF GENESEE


Jeff Wright, Drain Commissioner

Road dedication resolution

**RESOLUTION
OF HERITAGE VILLAGE OF THE CITY OF SWARTZ CREEK CONDOMINIUM
ASSOCIATION**

A Domestic Nonprofit Corporation

WHEREBY the Board of Directors of Heritage Village of the City of Swartz Creek Condominium Association, Inc. (the "Association"), having met in accordance with the terms and conditions of the By Laws, specifically but not limited to Article IX section three took the following action by unanimous consent:

BE IT RESOLVED, at a meeting held on or about August 19, 2014 the Association has determined that the roads, water distribution systems, the sanitary sewer systems and the storm sewer systems, not including the detention pond, all of which are part of the General Common Elements of the Association, should be conveyed to the City of Swartz Creek. The City shall then be responsible for the maintenance of these systems.

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

All of the resolutions in this Meeting shall be deemed to have become effective on the 19th day of August, 2014

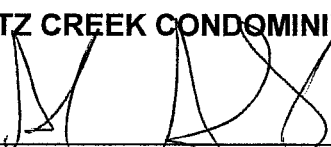
Signatures follow on the next page.

Page 1 of 2

Drafted By and When Recorded Return to:
Jeremy R.M. Piper, Attorney At Law
503 S. Saginaw St., Ste. 1426
Flint, MI 48502

Signature page of Resolution

HERITAGE VILLAGE OF THE CITY OF SWARTZ CREEK CONDOMINIUM ASSOCIATION



Shawn Selasky, President

Dated: 8-19-14

STATE OF MICHIGAN)
) SS:
COUNTY OF GENESEE)

The foregoing instrument was acknowledged before me this 19th day of August, 2014 by the Shawn Selasky, President of Heritage Village of the City of Swartz Creek Condominium Association.

Notary Public, _____, County, MI
My Commission Expires:

Page 2 of 2
Drafted By and When Recorded Return to:
Jeremy R.M. Piper, Attorney At Law
503 S. Saginaw St., Ste. 1426
Flint, MI 48502

Dedication
authority
opinion

JEREMY R.M. PIPER, PLC

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

TELEPHONE: 810.235.2558 www.PIPERLEGALONLINE.com FAX: 810.235.5035

CITY OF SWARTZ CREEK
ATTN: Adam Zettel
8083 Civic Drive
Swartz Creek, MI 48473

November 13, 2014

Re: Heritage Village of the City of Swartz Creek

Dear Sir:

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

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

- a. The Heritage Village of the City of Swartz Creek Condominium's master deed and bylaws including all amendments.
- b. Michigan State law including the Condominium Act MCL 559.101.

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

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

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

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

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

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

Yours Truly,



JEREMY R.M. PIPER
ATTORNEY AT LAW

cc: Heritage Village of the City of Swartz Creek

Proposed dedication agreement

**UTILITY TRANSFER AND DEDICATION AGREEMENT
Between
CITY OF SWARTZ CREEK
And
Heritage Village of the City of Swartz Creek Condominium Association**

This agreement is made as of the ___ day of _____, 2014, by and between the City of Swartz Creek, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek Michigan 48473 ("City") and Heritage Village of the City of Swartz Creek Condominium Association, a Michigan nonprofit corporation, with principal offices at 6005 Miller Road, Suite 7, Swart Creek, Michigan 48473 ("Association").

WHEREAS, Heritage Village of the City of Swartz Creek Condominium Association Condominium ("Heritage"), a site condominium project, was established in 2002 and work on the development of same commenced in 2002; and

WHEREAS, the Master Deed for Heritage was initially recorded with the Genesee County Register of Deeds on October 29, 2002, having instrument number 200210290121507; and

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

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

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

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

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

1. Composition of the Utility Systems.

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

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

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

The Association is not conveying to the City "detention ponds" located on the property. The "detention ponds" and all costs associated with the ponds shall remain common elements of the Association, with the understanding that said ponds may detain, retain, and transport storm water from private and public collectors, including the street storm drain system.

3. Repairs and Indemnification of City.

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

4. Term.

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

5. Notices.

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

To the City:

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

With a copy to:

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

To the Association:

Ted Kramer, President
6005 Miller Road, Ste. 7
Swartz Creek, Michigan 48473

With a copy to:

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

6. Resident agent and officers of the Association.

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

7. Entire Agreement.

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

8. Amendments.

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

9. Assignment.

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

10. Applicable Law.

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

11. Severability.

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

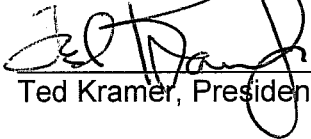
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF SWARTZ CREEK

David A. Krueger, Mayor

Juanita Aguilar, City Clerk

**Heritage Village of the City of Swartz Creek
Condominium Association**



Ted Kramer, President

EXHIBIT "A"

Heritage Village Condominium

Description of Heritage Boulevard: 33' ROW from center

Beginning at a point on the centerline of Bristol Road; thence N00°29'01"W, 488.28 feet; thence along a curve to the right having a radius of 1167.00 feet, an arc length of 164.30 feet, a delta angle of 08°03'59" and chord bearing and distance of N03°33'00"E, 164.16 feet; thence N07°35'00"E, 130.70 feet; thence along a curve to the right having a radius of 414.00 feet, an arc length of 135.70 feet, a delta angle of 18°46'47" and chord bearing and distance of N16°58'24"E, 135.09 feet; thence N26°21'49"E, 68.80 feet; thence along a curve to the right having a radius of 828.00 feet, an arc length of 323.09 feet, a delta angle of 22°21'25" and chord bearing and distance of N37°32'32"E, 321.04 feet; thence N48°43'14"E, 171.99 feet; thence along a curve to the left having a radius of 894.00 feet, an arc length of 453.15 feet, a delta angle of 29°02'32" and chord bearing and distance of N34°11'58"E, 448.32 feet; thence N19°40'42"E, 153.73 feet; thence along a curve to the left having a radius of 849.75.00 feet, an arc length of 328.02 feet, a delta angle of 22°07'02" and chord bearing and distance of N08°37'11"E, 325.99 feet to the point of terminus of Heritage Boulevard. Total of 2417.75 linear feet.

Canterbury Drive: 30' ROW from center

Beginning at a point on the centerline of Bristol Road; thence N00°29'01"W, 591.24 feet; thence along a curve to the right having a radius of 870.00 feet, an arc length of 366.01 feet, a delta angle of 24°06'16" and chord bearing and distance of N11°34'07"E, 363.32 feet to the point of terminus of Canterbury Drive. Total of 957.25 linear feet.

Description of Augusta Drive: 30' ROW from center

Beginning at a point on the centerline of Canterbury Drive; thence S89°30'59"W, 574.02 feet; thence along a curve to the left having a radius of 150.00 feet, an arc length of 134.03 feet, a delta angle of 51°11'40" and chord bearing and distance of S63°55'08"W, 129.61 feet; thence along a curve to the right having a radius of 150.00 feet, an arc length of 134.03 feet, a delta angle of 51°11'46" and chord bearing and distance of S63°55'08"W, 129.62 feet; thence S89°30'59"W, 437.25 feet to the point of terminus of Augusta Drive. Total of 1279.33 linear feet.

Description of Manchester Street: 30' ROW from center

Beginning at a point on the centerline of Augusta Drive; thence N01°41'53"W, 148.94 feet to the point of terminus of Manchester Street. Total of 148.94 linear feet.

Description of Cambridge Street: 30' ROW from center

Beginning at a point on the centerline of Augusta Drive; thence N01°41'53"W, 105.01 feet to the point of terminus of Cambridge Street. Total of 105.01 linear feet.

Description of Arlington Drive: 30' ROW from center

Beginning at a point which is S83°32'45"E, 169.47 feet from the centerline of Canterbury Drive; thence N83°32'45"W, 332.09 feet; thence along a curve to the left having a radius of 830.00 feet, an arc length of 89.62 feet, a delta angle of 06°11'11" and chord bearing and distance of N86°38'20"W, 89.57 feet; thence along a curve to the right having a radius of 470.06 feet, an arc length of 82.13 feet, a delta angle of 10°00'38" and chord bearing and distance of N84°43'36"E, 82.02 feet; thence N80°37'53"W, 41.51 feet; thence along a curve to the left having a radius of 800.00 feet, an arc length of 137.35 feet, a delta angle of 09°50'12" and chord bearing and distance of N85°32'59"W, 137.18 feet; thence S89°31'58"W, 198.89 feet to the point of terminus of Arlington Drive. Total of 881.59 linear feet.

Description of St. Charles Pass: 30' ROW from center

Beginning at a point which is N41°11'39"W, 379.65 feet from the centerline of Heritage Boulevard; thence S41°11'39"E, 553.41 feet; thence along a curve to the left having a radius of 514.00 feet, an arc length of 286.67

feet, a delta angle of 31°57'20" and chord bearing and distance of S57°10'20"E, 282.97 feet; thence S73°09'00"E, 129.94 feet to the point of terminus of St. Charles Pass. Total of 970.02 linear feet.

Mansfield Drive: 30' ROW from center

Beginning at a point which on the centerline of Heritage Boulevard; thence S53°15'31"E, 106.18 feet; thence along a curve to the left having a radius of 413.00 feet, an arc length of 123.60 feet, a delta angle of 17°08'47" and chord bearing and distance of S61°49'54"E, 123.13 feet; thence S70°24'18"E, 126.33 feet to the point of terminus of Mansfield Drive. Total of 356.11 linear feet.

Description of Concord Drive: 30' ROW from center

Beginning at a point which on the centerline of Heritage Boulevard; thence N52°05'58"W, 54.07 feet; thence along a curve to the left having a radius of 113.00 feet, an arc length of 43.83 feet, a delta angle of 22°13'26" and chord bearing and distance of N63°12'41"W, 43.56 feet; thence N74°19'24"W, 366.19 feet; thence along a curve to the right having a radius of 53.00 feet, an arc length of 83.25 feet, a delta angle of 90°00'00" and chord bearing and distance of N29°19'24"W, 74.95 feet; thence N15°40'36"E, 124.50 feet to the point of terminus of Concord Drive. Total of 671.84 linear feet.

Wedgewood Drive: 30' ROW from center

Beginning at a point on the centerline of Heritage Boulevard; thence N74°19'24"W, 156.57 feet to the point of terminus of Wedgewood Drive. Total of 156.57 linear feet.

Description of Bainbridge Drive: 30' ROW from center

Beginning at a point on the centerline of Heritage Boulevard; thence N88°49'50"E, 56.73 feet; thence along a curve to the right having a radius of 215.00 feet, an arc length of 74.13 feet, a delta angle of 19°45'16" and chord bearing and distance of S80°16'56"E, 73.76 feet; thence S70°24'18"E, 105.77 feet to the point of terminus of Bainbridge Drive. Total of 236.63 linear feet.

Construction
engineering proposal



ARCHITECTS. ENGINEERS. PLANNERS.

November 17, 2014

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

RE: Miller Road from Tallmadge Ct to Dye Rd

Dear Mr. Zettel:

Orchard, Hiltz & McCliment, Inc. (OHM Advisors) is pleased to submit this proposal for construction engineering services for your Miller Road Improvement Project from Tallmadge to Dye Road for the City of Swartz Creek.

Project Understanding

The design of Miller Road from Tallmadge Ct to Dye has been completed and submitted to the MDOT for final approval. We expect some comments to address during final review and based on our Grade Inspection meeting with the MDOT, we are anticipating a February Bid Letting through the MDOT.

The project consists of milling and resurfacing the entire pavement width, drainage improvements, guardrail upgrades, ADA Ramp improvements, new signs and pavement marking. The corridor will consist of 4 to 5 lanes and will construct shared use bike lanes on the outer lane edge for each direction of travel. The resurfacing consists of a Two Course overlay over the existing composite road section.

The City has the construction engineering programmed for \$133,724 and intends to use Federal Funding (81%) for this service, with the local match being 19%.

Scope of Service

The **Construction Services** to be provided by OHM Advisors is based on 15 week construction duration and shall include the following:

1. Staking Services

Layout of the proposed work during the construction phase shall consist of the required staking for line and elevation of specific contract items such as sidewalk replacement, curb and gutter replacement, possible road replacement, and any proposed storm sewer. Staking will be placed at the required intervals to layout the work and will include the top of curb grade information. Offsets will be discussed with the contractor.

2. Field Inspection Services (Construction Inspection) shall be performed by a Field Engineering Technician and shall consist of full time on-site observation of the work performed by the Contractor(s) to document and



report the construction and progress of the work. Daily field reports (IDRs) will be prepared documenting pay item quantities and the general work progress for the day. Checking line and grade for compliance with the survey stakes will be provided as part of the Field Engineering Technician's daily responsibilities. The Field Engineering Technician will answer residents' questions and attempt to resolve complaints, which may arise during the construction on a daily basis. The Field Engineering Technician will interact with the contractor's supervisory personnel to notify them if work is unacceptable and in need of correction; or the removal and replacement of specific work elements if the situation warrants.

Another vital service provided by the Field Engineering Technician will be the inspection of the construction site for proper soil erosion and sedimentation controls are in place. An MDEQ certified NPDES Storm Water Operator shall be assigned to inspect and document the project per the NPDES requirements. A project form will be completed at each review identifying the status of the soil erosion control measures and what direction was given to the Contractor.

3. Construction Administration services shall consist of Contract Administration and Construction Engineering. The Contract Administration portion shall include documenting the construction through the use of MDOT's Field Manager. Included under this item of work is all documentation required by MDOT including the following:

- Contractor Payments
- Daily Field Reports (IDRs)
- Work Item Progress
- Contract Modifications generated for review by Local Agency Project Engineer
- Material Usage
- Estimates for review by Local Agency Project Engineer
- Project Finalization (Contract Closeout)

It shall also include providing assistance to the City or Contractor in the interpretation of the contract documents. Reviewing project schedules to monitoring compliance with the Special Provisions, Progress Clause, and other specific requirements of the contract are yet another component of Contract Administration. In addition, the OHM team will make trips to the project site to observe the work and progress to aid in determining if the Contractor's work is in accordance with the contract documents.

The Construction Engineering services shall consist of the supervision of the construction observation staff to provide appropriate project staffing, assure proper project documentation, perform shop drawing reviews, resolve construction issues or problems, review and make recommendations to the City and MDOT regarding claims from the Contractor. Responsibilities include the recommendation for Work Orders, which may result in Contract Modifications (Change Orders) and prompt complaint resolution. OHM will provide materials testing on this project for concrete, pavement and aggregate analysis. Density testing of each pavement layer will be conducted by OHM staff and review materials testing reports to check for compliance with contract documents and make appropriate recommendations (when necessary) to MDOT and the City's Project Manager. OHM will lead the preconstruction conference and the bi-weekly progress meetings. OHM will assist the City in drafting letters to the businesses/residents at the start of construction and, when needed, send out letters to residents when there are changes in construction sequences or schedule. If requested, OHM will participate in other City resident communication initiatives.



Fee Schedule

We propose to provide the above outlined professional services in accordance with the following fee schedule. Services for design will be performed on actual cost (time spent) plus fixed fee, not to exceed basis.

The following budget is presented for your consideration:

Not to Exceed Figure: \$120,393

In order for MDOT to reimburse the City the Federal Funds for construction engineering services, the City shall enter into a 3rd Party Agreement with MDOT and OHM Advisors. We have attached the 3rd Party Agreement for review and execution if approved.

Schedule

We are prepared to begin the project upon MDOT Bid Letting and anticipate the work initiated in May 2015 with a September 2015 completion date.

Basis of Payment

OHM Advisors will invoice the City of Swartz Creek monthly for services completed.

If you have any questions or require additional information, please contact me at (989) 393-4200. Thank you for giving us the opportunity to propose on this project.

Sincerely,
OHM Advisors

Steve Warren, P.E.
Managing Director



ARCHITECTS. ENGINEERS. PLANNERS.

November 17, 2014

Construction
engineering proposal

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

RE: Miller Road from Morrish Road to Elms Road

Dear Mr. Zettel:

Orchard, Hiltz & McCliment, Inc. (OHM Advisors) is pleased to submit this proposal for construction engineering services for your Miller Road Improvement Project from Morrish Road to Elms Road for the City of Swartz Creek.

Project Understanding

The design of Miller Road from Morrish to Elms has been completed and submitted to the MDOT for final approval. We expect some comments to address during final review and based on our Grade Inspection meeting with the MDOT, we are anticipating a February Bid Letting through the MDOT.

The project consists of milling and resurfacing the entire pavement width, drainage improvements, guardrail upgrades, ADA Ramp improvements, new signs and pavement marking. The corridor will consist of 3 lanes and will re-establish the bike lanes. The resurfacing consists of a Two Course overlay over the existing composite road section.

The City has the construction engineering programmed for \$133,143.45 and intends to use Federal Funding (81%) for this service, with the local match being 19%.

Scope of Service

The **Construction Services** to be provided by OHM Advisors is based on 15 week construction duration and shall include the following:

1. Staking Services

Layout of the proposed work during the construction phase shall consist of the required staking for line and elevation of specific contract items such as sidewalk replacement, curb and gutter replacement, possible road replacement, and any proposed storm sewer. Staking will be placed at the required intervals to layout the work and will include the top of curb grade information. Offsets will be discussed with the contractor.

2. Field Inspection Services (Construction Inspection) shall be performed by a Field Engineering Technician and shall consist of full time on-site observation of the work performed by the Contractor(s) to document and



report the construction and progress of the work. Daily field reports (IDRs) will be prepared documenting pay item quantities and the general work progress for the day. Checking line and grade for compliance with the survey stakes will be provided as part of the Field Engineering Technician's daily responsibilities. The Field Engineering Technician will answer residents' questions and attempt to resolve complaints, which may arise during the construction on a daily basis. The Field Engineering Technician will interact with the contractor's supervisory personnel to notify them if work is unacceptable and in need of correction; or the removal and replacement of specific work elements if the situation warrants.

Another vital service provided by the Field Engineering Technician will be the inspection of the construction site for proper soil erosion and sedimentation controls are in place. An MDEQ certified NPDES Storm Water Operator shall be assigned to inspect and document the project per the NPDES requirements. A project form will be completed at each review identifying the status of the soil erosion control measures and what direction was given to the Contractor.

3. Construction Administration services shall consist of Contract Administration and Construction Engineering. The Contract Administration portion shall include documenting the construction through the use of MDOT's Field Manager. Included under this item of work is all documentation required by MDOT including the following:

- Contractor Payments
- Daily Field Reports (IDRs)
- Work Item Progress
- Contract Modifications generated for review by Local Agency Project Engineer
- Material Usage
- Estimates for review by Local Agency Project Engineer
- Project Finalization (Contract Closeout)

It shall also include providing assistance to the City or Contractor in the interpretation of the contract documents. Reviewing project schedules to monitoring compliance with the Special Provisions, Progress Clause, and other specific requirements of the contract are yet another component of Contract Administration. In addition, the OHM team will make trips to the project site to observe the work and progress to aid in determining if the Contractor's work is in accordance with the contract documents.

The Construction Engineering services shall consist of the supervision of the construction observation staff to provide appropriate project staffing, assure proper project documentation, perform shop drawing reviews, resolve construction issues or problems, review and make recommendations to the City and MDOT regarding claims from the Contractor. Responsibilities include the recommendation for Work Orders, which may result in Contract Modifications (Change Orders) and prompt complaint resolution. OHM will provide materials testing on this project for concrete, pavement and aggregate analysis. Density testing of each pavement layer will be conducted by OHM staff and review materials testing reports to check for compliance with contract documents and make appropriate recommendations (when necessary) to MDOT and the City's Project Manager. OHM will lead the preconstruction conference and the bi-weekly progress meetings. OHM will assist the City in drafting letters to the businesses/residents at the start of construction and, when needed, send out letters to residents when there are changes in construction sequences or schedule. If requested, OHM will participate in other City resident communication initiatives.



Fee Schedule

We propose to provide the above outlined professional services in accordance with the following fee schedule. Services for design will be performed on actual cost (time spent) plus fixed fee, not to exceed basis.

The following budget is presented for your consideration:

Not to Exceed Figure: **\$117,768**

In order for MDOT to reimburse the City the Federal Funds for construction engineering services, the City shall enter into a 3rd Party Agreement with MDOT and OHM Advisors. We have attached the 3rd Party Agreement for review and execution if approved.

Schedule

We are prepared to begin the project upon MDOT Bid Letting and anticipate the work initiated in May 2015 with a September 2015 completion date.

Basis of Payment

OHM Advisors will invoice the City of Swartz Creek monthly for services completed.

If you have any questions or require additional information, please contact me at (989) 393-4200. Thank you for giving us the opportunity to propose on this project.

Sincerely,
OHM Advisors

Steve Warren, P.E.
Managing Director

Third party contracts required by MDOT to contract for construction engineering 1 of 2

SUBCONTRACT NO. _____
CONTROL SECTION NO. STU 25049
JOB NO. 121373A
FED. PROJECT NO. _____
FED. ITEM NO. _____

Miller Road Improvements - Tallmadge Ct to Dye Road

City of Swartz Creek, Michigan

CONSTRUCTION ENGINEERING CONTRACT

A Road Rehabilitation (3R) PROJECT

THIS CONTRACT, made and entered into as of this date of November 24, 2014,
by and between Orchard, Hiltz & McCliment, Inc., Consulting Engineers, of
Livonia, Michigan, hereinafter referred to as the "CONSULTANT," and the
City of Swartz Creek, hereinafter referred to as the "LOCAL AGENCY."

WITNESSETH:

WHEREAS, the LOCAL AGENCY is planning to Improve Miller Road
a Federal project within its limits; and

WHEREAS, the LOCAL AGENCY desires to engage the professional services and assistance of the CONSULTANT to perform certain construction engineering and inspection services and other related work, said work to be hereinafter referred to as the "SERVICES," required in connection with the construction of the following Road improvements under the Federal Aid System, said improvements to be hereinafter referred to as the "PROJECT:"

" 1.1 miles of Mill and Resurfacing of Miller Road from Tallmadge Ct to Dye Road with
intermittent curb removal/replacement, sidewalk ramp upgrades, sign upgrades and
guardrail upgrade.
;" and

WHEREAS, the LOCAL AGENCY has programmed the PROJECT with the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for construction with the use of Surface Transportation Funds administered by the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the "FHWA;" and

WHEREAS, the CONSULTANT is willing to render the SERVICES desired by the LOCAL AGENCY for the considerations hereinafter expressed; and

WHEREAS, the CONSULTANT was selected utilizing a qualifications based selection (QBS) process; and

WHEREAS, the terms and conditions of the prime contract between the DEPARTMENT and the LOCAL AGENCY for the PROJECT shall be incorporated by reference as part of this subcontract to ensure that if any discrepancies occur between the prime contract and subcontract, the prime contract shall prevail ; and

WHEREAS, the parties hereto have reached an understanding as to the scope of the work and the performance of the SERVICES on the PROJECT and desire to set forth this understanding in the form of a written contract;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that:

THE CONSULTANT SHALL:

1. Provide the following SERVICES relating to the PROJECT:
 - a. Assign a construction engineer and qualified inspection personnel who will be responsible to the PROJECT Engineer at the PROJECT site during the construction of the PROJECT in order to perform required inspection services to assure compliance with approved contract plans and specifications, and perform the day to day activities of the PROJECT.
 - b. Field survey information, construction staking services, and soil borings on the PROJECT site and any other field surveys as may be required for effective control of the construction of the PROJECT.
 - c. Perform and/or have conducted field checks and laboratory testing of materials and equipment to assure compliance with the contract specifications and requirements of the DEPARTMENT and the FHWA. A portion of the off-site testing work is to be performed in accordance with a subcontractual arrangement between the CONSULTANT and
N/A.
 - d. Such additional engineering and inspection services as may be required by the PROJECT Engineer for satisfactory completion of the PROJECT.
2. Perform all PROJECT work under the direction of the PROJECT Engineer who will be assigned by the LOCAL AGENCY as provided in Section 15.
3. Provide such reports and maintain such records of the PROJECT as are required to document the work to the satisfaction of the PROJECT Engineer, the LOCAL AGENCY, the DEPARTMENT, and the FHWA.
4. Govern all SERVICES by the applicable codes, laws, and standards of the LOCAL AGENCY and the DEPARTMENT and the FHWA.
5. During the performance of the SERVICES herein provided for, be responsible for any loss or damage to the documents, owned by the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANT'S expense.

6. Furnish qualified personnel to assist the PROJECT engineer in solving field problems, when so requested.

7. Attend conferences and make such trips as necessary to the LOCAL AGENCY'S offices and to the site of the work to confer with representatives of the LOCAL AGENCY and the DEPARTMENT or the FHWA as may be necessary in the carrying out of the work under this contract.

8. Follow standard accounting practices and permit representatives of the LOCAL AGENCY and the DEPARTMENT and the FHWA to audit and inspect its PROJECT books and records at any reasonable time. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under this contract.

a. The CONSULTANT shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts shall be established and maintained for all costs incurred under this Contract.

b. The CONSULTANT shall maintain the RECORDS for at least three (3) years from the date of final payment of federal aid made by the DEPARTMENT to the local agency under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the CONSULTANT shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

c. The DEPARTMENT, or their representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

d. If any part of the work is subcontracted, the CONSULTANT shall assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

9. Have in its employ a sufficient number of qualified employees available to complete the SERVICES in accordance with the schedule for construction and completion of the PROJECT upon the authorization to proceed with the SERVICES as outlined herein.

10. Show evidence of Workers' Compensation Insurance, said insurance to be as required by law.

11. Commence work on the PROJECT as set forth in and following execution of this contract only upon receipt of written notice from the PROJECT Engineer.

12. Provide a working office at the PROJECT site or in the vicinity of the PROJECT acceptable to the LOCAL AGENCY for adequate performance of the SERVICES to be provided under this Contract.

13. Furnish the LOCAL AGENCY and the DEPARTMENT a set of as built plans and records of the PROJECT upon completion thereof.

14. Submit billings to the LOCAL AGENCY as set forth in Section 17.

THE LOCAL AGENCY WILL:

15. Assign a PROJECT Engineer who shall be the Publicly Employed Professional Engineer in responsible charge of the PROJECT.

16. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in this contract, pay the CONSULTANT on the basis of actual cost plus a fixed fee (profit) amount which shall not exceed one hundred twenty thousand three hundred ninety-three dollars and zero cents (\$ 120,393.00). The fixed fee (profit, 11 %) shall be the amount of nine thousand six hundred nine dollars and zero cents (\$ 9,609.00), which amount is included in the total amount of one hundred twenty thousand three hundred ninety-three dollars and zero cents (\$ 120,393.00) as shown in Exhibit "A," attached hereto and made a part hereof.

Actual costs for SERVICES work required and performed will be determined in accordance with the following terms, subject to the cost criteria set forth in the Federal Acquisition Regulations, 48 CFR, Part 31:

- a. Direct Salary Costs: Actual labor costs of personnel performing the SERVICES work. This cost will be based on the employees actual hourly rate of pay and the actual hours of performance on the PROJECT as supported by employee time records.
- b. Direct Costs: Actual costs of materials and services, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals, and shall be supported by proper receipts.
- c. Overhead (Indirect Costs): A pro-rated portion of the actual overhead incurred by the CONSULTANT during performance of the PROJECT work. The amount of overhead payment, including payroll overhead, will be calculated as a percentage of all direct labor costs related to staff personnel and members of the firm. Overhead shall include those costs, which because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. The provisional overhead rate, which will be applied to direct labor costs for progress payments, is set forth in Exhibit A.

It is agreed that the use of the provisional rate set forth in Exhibit A sets neither a minimum nor maximum to the actual overhead costs to be paid the CONSULTANT. Any overpayments or under payments made to the CONSULTANT for SERVICES performed resulting from usage of the provisional overhead rate, will be corrected in the first billing submitted subsequent to the CONSULTANT'S calculation of an actual overhead rate for the financial year end applicable to the reported direct labor cost. The audit at the completion of this contract, or at such time as this contract is terminated, will verify the propriety of reported overhead.

Facilities Cost of Capital: A pro-rated portion of the actual facilities cost of capital incurred by the CONSULTANT during work is reimbursable only if the estimated facilities cost of capital was specifically identified in the cost proposal for this work (Exhibit A).

- d. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the State of Michigan Standardized Travel Regulations, incorporated herein by reference as if the same were repeated in full herein.
- e. Fixed Fee (Profit): In addition to the payments for direct and overhead costs as hereinbefore provided, the LOCAL AGENCY agrees to pay the CONSULTANT a fixed amount for profit for the SERVICES performed. It is agreed and understood that such amount will constitute full compensation to the CONSULTANT for profit and will not vary because of any differences between the estimated cost and the actual cost for work performed, except that in the event this contract is terminated, payment of a fixed fee (profit) in respect to the PROJECT shall be in an amount which can be established by the CONSULTANT from its accounts and records and subject to the provisions of Section 18.
- f. Subconsultant Costs: Actual costs of subconsultants performing SERVICES under this Contract. Amounts for fixed fees paid by the CONSULTANT to the subconsultant will not be considered an actual cost of the CONSULTANT, but will be considered a part of the fixed fee of the CONSULTANT.
- g. Those costs incurred by the CONSULTANT in the utilization of the subcontracted services of _____ N/A _____ shall be excluded from the calculation of the CONSULTANT'S percentage of SERVICES completed, as set forth in Section 17a., but will be reimbursed by the LOCAL AGENCY. Payment by the LOCAL AGENCY will be made directly to the CONSULTANT. The PROJECT cost attributable to _____ N/A _____ is estimated to be \$ _____ N/A _____.

The maximum amount, including the fixed fee (profit), hereinbefore set forth in this Section, shall not be exceeded except by the execution of an amendment to this contract by and between the parties hereto and with approval by the DEPARTMENT and the FHWA. Payment shall be made as hereinafter set forth.

17. Make payments to the CONSULTANT in accordance with the following procedures:

- a. Progress payments may be made for reimbursement of amounts earned to date and shall include direct costs, other direct costs, calculated amounts for overhead using overhead, and facilities cost of capital using applied rates, set forth hereinbefore, plus a portion of the fixed fee.

The portion of the fixed fee which may be included in progress payments shall be equal to the total fixed fee multiplied by the percentage of the work which has been completed to date of billing.

- b. Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the LOCAL AGENCY. Partial payments shall be made only once a month.
- c. Final billing under this contract shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES. Billings for work submitted later than three (3) months after completion of SERVICES will not be paid. Final payment, including adjustments of direct salary costs, other direct costs and overhead costs, will be made upon completion of audit by the LOCAL AGENCY and/or as appropriate, by representatives of the DEPARTMENT and the FHWA. In the event such audit indicates an overpayment, the CONSULTANT will repay the LOCAL AGENCY within 60 days of the date of the invoice.

18. If SERVICES, or any part thereof, are terminated before completed, pay the CONSULTANT as follows:

- a. Pay the CONSULTANT actual cost plus overhead, as defined herein, incurred for the work to be terminated up to the time of termination, as set forth in Section 20. The CONSULTANT will also be reimbursed a proportionate share of the fixed fee based on the portion of the project that is completed, as determined by the DEPARTMENT. The DEPARTMENT will receive the work product produced by the CONSULTANT under this Contract up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of the SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.
- b. In no case, shall the compensation paid to the CONSULTANT for SERVICES, or any part thereof, exceed the amount the CONSULTANT would receive had the SERVICES, or the terminated portion thereof, been completed.

IT IS FURTHER AGREED THAT:

19. Upon completion or termination of this contract, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of SERVICE, shall become the property of the LOCAL AGENCY.

20. No portion of the PROJECT work, hereto before defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent of the LOCAL AGENCY and approval by the DEPARTMENT and the FHWA. Consent to sublet, assign or otherwise dispose of any portion of the SERVICES shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this contract.

21. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the LOCAL AGENCY'S PROJECT Engineer. All questions as to the satisfactory and acceptable fulfillment of the terms of this contract shall be decided by the LOCAL AGENCY.

22. Any change in SERVICES to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the LOCAL AGENCY and approved by the DEPARTMENT and the FHWA prior to the performance thereof by the CONSULTANT and requires an amendment to this Contract.

The CONSULTANT and the LOCAL AGENCY specifically agree that in the event problems arise that may be the result of errors and/or omissions by the CONSULTANT or due to a failure of the CONSULTANT to otherwise perform in accordance with this contract, the CONSULTANT will be held responsible with no cost to the LOCAL AGENCY or in accordance with the LOCAL AGENCY'S dispute resolution process if applicable.

23. In addition, the CONSULTANT shall comply with, and shall require any contractor or subcontractor to comply with, the following:

- a. In connection with the performance of the PROJECT under this contract, the CONSULTANT (hereinafter in Appendix "A" referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix "A," attached hereto and made a part hereof and will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this contract.
- b. During the performance of this contract, the CONSULTANT for itself, its assignees, and successors in interest (hereinafter in Appendix "B" referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B," attached hereto and made a part hereof and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- c. The parties hereto further agree that they accept the DEPARTMENT'S Minority Business Enterprises/Women's Business Enterprises (MBE/WBE) Program with respect to the PROJECT and will abide by the provisions set forth in Appendix "C," attached hereto and made a part hereof, being an excerpt from Title 42 C.F.R. Part 23, more specifically 23.43(a)(1) and (2) thereof.

24. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the LOCAL AGENCY shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

25. The CONSULTANT specifically agrees that in the performance of SERVICES herein enumerated by it, or by an approved subcontractor, or anyone acting in its behalf, they will, to the best of their professional knowledge and ability, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations.

26. No charges or claims for damages shall be made by the CONSULTANT for delays or hindrances from any cause whatsoever during the progress of any portions of the SERVICES specified in this contract, except as hereinafter provided.

In case of a substantial delay on the part of the LOCAL AGENCY in providing to the CONSULTANT either the necessary information or approval to proceed with the work, resulting, through no fault of the CONSULTANT, in delays of such extent as to require the CONSULTANT to perform its work under changed conditions not contemplated by the parties, the LOCAL AGENCY will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data. Authorization of such supplemental compensation shall be by an amendment to this contract subject to prior approval by the DEPARTMENT and the FHWA.

When delays are caused by circumstances or conditions beyond the control of the CONSULTANT, as determined by the LOCAL AGENCY, the CONSULTANT shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the CONSULTANT to proceed to complete the SERVICES, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL AGENCY of any of its rights herein set forth.

27. In case the CONSULTANT deems extra compensation will be due it for work or materials not clearly covered in this contract, or not ordered by the LOCAL AGENCY as a change, or due to changed conditions, the CONSULTANT shall notify the LOCAL AGENCY in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT shall not in any way be construed to establish the validity of the claim. Such extra compensation shall be provided only by amendment to this contract with approval of the DEPARTMENT and the FHWA.

28. The CONSULTANT agrees to obtain the necessary liability insurance, acceptable to the LOCAL AGENCY, naming the City of Swartz Creek, the Michigan State Transportation Commission, and the Michigan Department of Transportation as insured, and to provide the LOCAL AGENCY with evidence of said insurance, and to indemnify and save harmless the LOCAL AGENCY, the Michigan State Transportation Commission, and the DEPARTMENT, their officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the CONSULTANT in the performance of this contract.

29. This contract shall be terminated upon advisement to the CONSULTANT by the LOCAL AGENCY that its SERVICES are completed and accepted.

30. The CONSULTANT'S signature on this Contract constitutes the CONSULTANT'S certification of "status" under penalty of perjury under the laws of the United States in respect to 49 CFR, Part 29 pursuant to Executive Order 12549.

The certification, which is included as a part of this Contract as Attachment "A," is Appendix A of 49 CFR Part 29, and applies to the CONSULTANT (referred to in Appendix A of 49 CFR Part 29 as "the prospective primary participant").

The CONSULTANT is responsible for obtaining the same certification from all subcontractors under this contract by inserting the following paragraph in all subcontracts:

"The subcontractor's signature on this Contract constitutes the subcontractor's certification of "status" under penalty of perjury under the laws of the United States in respect to 49 CFR, Part 29 pursuant to Executive Order 12549. The certification, which is included as a part of this Contract as Attachment "B," is Appendix B of 49 CFR, Part 29."

This certification is required of all subcontractors, testing laboratories, and other lower tier participants with which the CONSULTANT enters into a written arrangement for the procurement of goods or services provided for in this Contract.

31. The CONSULTANT hereby agrees that the costs reported to the LOCAL AGENCY for this Contract shall represent only those items which are properly chargeable in accordance with this Contract. The CONSULTANT also hereby certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

32. Upon execution of this contract by the parties hereto, the same shall become binding on the parties hereto and their successors and assigns, until such time as all work contemplated hereunder is complete, or until such time as this contract is terminated by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized agents and representatives the day and year first above written.

City of Swartz Creek

BY: _____

NAME: Adam Zettel, AICP


TITLE: City Manager

BY: _____

NAME: _____


TITLE: _____

Orchard, Hiltz & McCliment, Inc.

BY:  _____

NAME: John J. Hiltz, PE

TITLE: President

BY:  _____

NAME: Daniel G. Fredendall, PE

TITLE: Vice President

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as following:

1. Compliance with Regulations: The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities, as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the state, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

General Requirements for Recipients

Excerpts from USDOT Regulation 49 CFR, Part 23, Section 23.43

- A. Policy: It is the policy of the Department that MBE as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the MBE requirements of 49 CFR, Part 23, apply to this contract.

- B. MBE Obligation: The recipient or its contractor agrees to ensure that MBE as defined in 49 CFR, Part 23, has the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that MBE has the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of departmentally-assisted contracts.

- C. If, as a condition of assistance, the recipient has submitted and the department has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to this recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future departmental, financial assistance.

- D. The Department hereby advises each recipient, contractor, or subcontractor that failure to carry out the requirements set forth in Section 23.43(a) 49 CFR, Part 23, shall constitute a breach of contract, and after the notification of the USDOT, may result in termination of the agreement or contract by the Department or such remedy as the Department deems appropriate.

SUBCONTRACT NO. _____
CONTROL SECTION NO. STU 25049
JOB NO. 121373A
FED. PROJECT NO. _____
FED. ITEM NO. _____

CERTIFICATION

I hereby certify that I am Daniel G. Fredendall, PE
and a duly authorized representative of the firm of Orchard, Hiltz & McCliment, Inc.,
whose address is 34000 Plymouth Road, Livonia, MI 48150
and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee,
or other consideration, any firm or person (other than a bona fide employee working solely for
me or the above Orchard, Hiltz & McCliment, Inc.) to solicit or secure this contract.

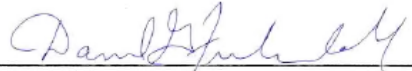
(b) agreed, as an express or implied condition for obtaining this contract, to
employ or retain the services of any firm or person in connection with carrying out the contract,
or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona
fide employee working solely for me or the above Orchard, Hiltz & McCliment, Inc.) any fee,
contribution, donation, or consideration of any kind for, or in connection with, procuring or
carrying out the contract:

except as here expressly stated (if any):

I acknowledge that this certification is to be furnished to the Michigan
Department of Transportation in connection with this contract involving participation of state
and/or federal funds, and is subject to applicable state and federal laws, both criminal and civil.

November 24, 2014
Date


Signature

ATTACHMENT A
(This is a reproduction of Appendix A of 49 CFR Part 29)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposed," and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules impending Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

March 9, 1989

ATTACHMENT B
(This is a reproduction of Appendix B of 49 C.F.R. Part 29)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction," without notification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.)

March 9, 1989

EXHIBIT A - DERIVATION OF COST PROPOSAL

PROJECT NUMBER:

JN 121373A

PROJECT DESCRIPTION:

Swartz Creek

Tallmadge to Dye

CONSULTANT NAME:

ORCHARD, HILTZ & McCLIMENT, INC.

DIRECT LABOR:

Classification	Person Hours	x	Hourly Rate	=	Labor Cost
Principal	8.0		\$ 67.97	\$	543.76
Senior Associate	4.0		\$ 54.38	\$	217.52
Prof Eng/Arch IV	100.0		\$ 45.28	\$	4,528.00
Grad Eng/Arch I	265.0		\$ 23.07	\$	6,113.55
Prof Eng/Arch II	150.0		\$ 34.33	\$	5,149.50
Technician III	430.0		\$ 28.04	\$	12,057.20
Prof Surveyor II	15.0		\$ 33.62	\$	504.30
Surveyor III	56.0		\$ 27.75	\$	1,554.00
Surveyor II	48.0		\$ 21.63	\$	1,038.24

Total Hours 1,076.0

Total Labor \$ 31,706.07

LABOR ESCALATION

\$	31,706.07	x	0.80%	=	Total Lab. Escalation \$	<u>253.65</u>
					Labor Subtotal \$	<u>31,959.72</u>

OVERHEAD:

\$	31,959.72	x	173.33%	=	Total Overhead \$	<u>55,395.78</u>
					Total Labor & OH \$	<u>87,355.50</u>

FACILITY CAPITAL COSTS:

\$	31,959.72	x	0.51%	=	\$	<u>162.98</u>
					Total FCC \$	<u>162.98</u>

DIRECT EXPENSES:

	Amount	Unit	Unit Rate		
Overtime - Field Tech		110 Hr	\$14.02	\$	1,542.20
Concrete QC Testing -Full Day		12 Day	\$600	\$	7,200.00
Comp. Strength of Conc Cylinders		36 Ea	\$20	\$	720.00
Cylinder Pickup		12 Ea	\$117	\$	1,404.00
Nuclear Density Meter		10 Ea	\$40	\$	400.00
HMA Extraction & Sieve Analysis		8 Day	\$1,500		12,000.00

Total Direct Expenses \$ 23,266.20

FIXED FEE:

\$	87,355.50	x	11.00%	=	\$	<u>9,609.11</u>
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Total Fixed Fee \$ 9,609.11

TOTAL COSTS \$ 120,393.79

SUBCONTRACT NO. _____
CONTROL SECTION NO. STU 25049
JOB NO. 121373A
FED. PROJECT NO. _____
FED. ITEM NO. _____

**City of Swartz Creek, Michigan
Orchard, Hiltz & McCliment, Inc.**

**First Amendment To
Agreement Dated November 24, 2014**

Miller Road Improvements – Tallmadge Ct to Dye Road

THIS FIRST AMENDMENT to an Agreement dated November 24, 2014, said First Amendment entered into as of this 24th day of November, 2014, by and between **Orchard, Hiltz & McCliment, Inc.**, a Michigan Corporation, herein after referred to as the “Consultant” and the **City of Swartz Creek**, herein after referred to as the Local Agency, provides as follows:

WHEREAS, the Consultant and Local Agency entered into an Agreement for the performance of certain construction engineering services required in connection with the construction of the Redman and Platt Intersection Reconstruction project, and

WHEREAS, the Consultant and Local Agency decided that additional clarification to the Agreement is necessary.

NOW, THEREFORE, it is agreed between the Consultant and Local Agency to amend the Agreement as follows:

1. SERVICES

Amend Paragraph 1b. to include the following:

“Engineer Staking on the PROJECT site as may be required to verify Contractor Staking of the PROJECT”.

Add Paragraph 1e. as follows:

“Detailed SERVICES shall be as provided in Exhibit B, Scope of Services”.

2. TERMINATION

Revise Paragraph 18a. to read as follows:

“Pay the Consultant actual cost plus overhead, as defined herein, incurred for the work to be terminated up to the time of termination, as set forth in Section 16. The Consultant will also be reimbursed a proportionate share of the fixed fee based on the portion of the project that is completed, as determined by the Local Agency. The Local Agency will receive the work product produced by the Consultant under this Agreement up to the time of termination, before the Consultant is paid. The amounts included for overhead and fixed fee shall be subject to approval by the Department.”

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized agents and representatives the day and year first above written.

CITY OF SWARTZ CREEK

By: _____
Name: Adam Zettel, AICP
Title: City Manager

ORCHARD, HILTZ & McCLIMENT, INC.

By:  _____
Name: John J. Hiltz
Title: President

By:  _____
Name: Daniel G. Fredendall
Title: Vice President

**CITY OF SWARTZ CREEK
MICHIGAN**

CONSTRUCTION ENGINEERING CONTRACT

MILLER ROAD IMPROVEMENTS – TALLMADGE CT TO DYE ROAD

EXHIBIT B

SCOPE OF SERVICES

CONSTRUCTION ENGINEERING

The Construction Services to be provided by CONSULTANT is based on 15-week construction duration and shall include the following:

1. Staking Services – Layout of the proposed work during the construction phase shall consist of the required staking for line and elevation of specific contract items such as sidewalk replacement, curb and gutter replacement, possible road replacement, and any proposed storm sewer. Staking will be placed at the required intervals to layout the work and will include the top of curb grade only. Offsets will be discussed with the Contractor.
2. Field Inspection Services (Construction Inspection) - Services shall be performed by a Field Engineering Technician and shall consist of full-time, onsite observation of the work performed by the Contractor(s) to document and report the construction and progress of the work. Daily field reports (IDRs) will be prepared documenting pay item quantities and the general work progress for the day. Checking line and grade for compliance with the survey stakes will be provided as part of the Field Engineering Technician's daily responsibilities. The Field Engineering Technician will answer residents' questions and attempt to resolve complaints, which may arise during the construction on a daily basis. The Field Engineering Technician will interact with the Contractor's supervisory personnel to notify them if work is unacceptable and in need of correction; or the removal and replacement of specific work elements if the situation warrants.

Another vital service provided by the Field Engineering Technician will be the inspection of the construction site for proper soil erosion and sedimentation controls are in place. An MDEQ certified NPDES Storm Water Operator shall be assigned to inspect and document the project per the NPDES requirements. A project form will be completed at each review identifying the status of the soil erosion control measures and what direction was given to the Contractor.

3. Construction Administration Services shall consist of Contract Administration and Construction Engineering. The Contract Administration portion shall include documenting the construction through the use of MDOT'S Field Manager. Included under this item of work is all documentation required by MDOT including the following:
 - Contractor Payments
 - Daily Field Reports (IDRs)
 - Work Item Progress
 - Contract Modifications generated for review by LOCAL AGENCY Project Engineer
 - Material Usage
 - Estimates for Review by LOCAL AGENCY Project Engineer
 - Project Finalization (Contract Closeout)

It shall also include providing assistance to the LOCAL AGENCY or Contractor in the interpretation of the contract documents. Reviewing project schedules to monitoring compliance with the Special Provisions, Progress Clause, and other specific requirements of the contract are yet another component of Contract Administration. In addition, the CONSULTANT'S team will make trips to the project site to

observe the work and progress to aid in determining if the Contractor's work is in accordance with the contract documents.

The Construction Engineering services shall consist of the supervision of the construction observation staff to provide appropriate project staffing, assure proper project documentation, perform shop drawing reviews, resolve construction issues or problems, review and make recommendations to the LOCAL AGENCY and MDOT regarding claims from the Contractor. Responsibilities include the recommendation for Work Orders, which may result in Contract Modifications (Change Orders) and prompt complaint resolution. CONSULTANT will provide materials testing on this project for concrete, pavement and aggregate analysis. Density testing of each pavement layer will be conducted by CONSULTANT'S staff and review materials testing reports to check for compliance with contract documents and make appropriate recommendations (when necessary) to MDOT and the LOCAL AGENCY'S Project Manager. CONSULTANT will lead the preconstruction conference and the biweekly progress meetings. CONSULTANT will assist the LOCAL AGENCY in drafting letters to the businesses/residents at the start of construction and, when needed, send out letters to residents when there are changes in construction sequences or schedule. If requested, CONSULTANT will participate in other LOCAL AGENCY resident communication initiatives.

LOCAL AGENCY RESPONSIBILITY

1. Coordination with police and fire departments and Swartz Creek Community.
2. Pay any required permit review fees or reimburse CONSULTANT for permit fees paid to expedite review and approval.
3. Host a public information meeting with residents, businesses and institutions, as needed.
4. LOCAL AGENCY will hire a Third Party Engineer to serve as the LOCAL AGENCY Project Engineer to fulfill a new Federal Aid Requirement.

CERTIFICATION OF INDIRECT (OVERHEAD) RATE

This Certification is required according to U.S. Department of Transportation, Federal Highway Administration (FHWA) Order 4470.1A, dated October 27, 2010. FHWA has issued this new policy to be effective January 1, 2011. This policy requires consultants to certify that costs used to establish indirect (overhead) cost rates applicable to Federal-aid engineering and design related services contracts do not include any costs which are expressly unallowable, and that the indirect (overhead) rate was established based only on allowable costs.

This certification is to provide assurance that the indirect (overhead) cost rate was calculated in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31.

This form shall be completed and submitted by the prime consultant, for the prime contract as well as for each subcontract (first and second tier subconsultant(s)) proposed to be included as part of this priced proposal, where an indirect (overhead) rate is proposed. Please note that the Certifying Official is defined as the firm's Executive (Vice President, President or equivalent) or Chief Financial Officer.

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBERS(S): STU 25049 - JN 121373A	CONTRACT / AUTHORIZATION NUMBER:
LOCAL AGENCY: City of Swartz Creek	
PROJECT DESCRIPTION: 1.1 miles of Mill and Resurfacing on Miller Road from Tallmudge Ct to Dye Road, with intermittent curb removal/replacement, sidewalk ramp upgrades, sign upgrades and guardrail upgrade.	

DECLARATION OF CERTIFICATION

INDIRECT (OVERHEAD) COST RATE:	173.33%
DATE OF INDIRECT (OVERHEAD) COST RATE DETERMINATION (mm/dd/yyyy):	06/19/2014
FISCAL PERIOD COVERED (mm/dd/yyyy to mm/dd/yyyy):	12/30/2012 to 12/28/2013

I, the undersigned, certify that I have reviewed the indirect (overhead) rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:

- 1) All costs included to establish the above rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulation (CFR), part 31.
- 2) This indirect (overhead) cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect (overhead) cost rates have been disclosed.

CONSULTANT INFORMATION

ROLE <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Tier 1 Sub <input type="checkbox"/> Tier 2 Sub			
LEGAL BUSINESS NAME: Orchard, Hiltz & McCliment, Inc.		FEDERAL ID NUMBER (Must match prequalification file): 38-1691323	
COMPANY ADDRESS: 34000 Plymouth Road	CITY: Livonia	STATE: MI	ZIP CODE: 48150
EMAIL ADDRESS: steve.warren@ohm-advisors.com	PHONE NO.: 989-393-4200		

CERTIFYING OFFICIAL

NAME OF CERTIFYING OFFICIAL (Print Name and Title): Daniel G. Fredendall, PE	SIGNATURE OF CERTIFYING OFFICIAL:
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Third party contracts required by MDOT to contract for construction engineering 2 of 2

SUBCONTRACT NO. _____
CONTROL SECTION NO. STU 25049
JOB NO. 121372A
FED. PROJECT NO. _____
FED. ITEM NO. _____

Miller Road Improvements - Morrish Rd to Elms Road
City of Swartz Creek, Michigan

CONSTRUCTION ENGINEERING CONTRACT

A Road Rehabilitation (3R) PROJECT

THIS CONTRACT, made and entered into as of this date of November 24, 2014,
by and between Orchard, Hiltz & McCliment, Inc., Consulting Engineers, of
Livonia, Michigan, hereinafter referred to as the "CONSULTANT," and the
City of Swartz Creek, hereinafter referred to as the "LOCAL AGENCY."

WITNESSETH:

WHEREAS, the LOCAL AGENCY is planning to Improve Miller Road
a Federal project within its limits; and

WHEREAS, the LOCAL AGENCY desires to engage the professional services and
assistance of the CONSULTANT to perform certain construction engineering and inspection
services and other related work, said work to be hereinafter referred to as the "SERVICES,"
required in connection with the construction of the following Road
improvements under the Federal Aid System, said improvements to be
hereinafter referred to as the "PROJECT:"

" 1.1 miles of Mill and Resurfacing with intermittent curb removal/replacement, sidewalk
ramp upgrades, sign upgrades and guardrail upgrade.

_____;" and

WHEREAS, the LOCAL AGENCY has programmed the PROJECT with the Michigan
Department of Transportation, hereinafter referred to as the "DEPARTMENT," for construction
with the use of Surface Transportation Funds administered by the United
States Department of Transportation, Federal Highway Administration, hereinafter referred to as
the "FHWA;" and

WHEREAS, the CONSULTANT is willing to render the SERVICES desired by the
LOCAL AGENCY for the considerations hereinafter expressed; and

WHEREAS, the CONSULTANT was selected utilizing a qualifications based selection
(QBS) process; and

WHEREAS, the terms and conditions of the prime contract between the DEPARTMENT and the LOCAL AGENCY for the PROJECT shall be incorporated by reference as part of this subcontract to ensure that if any discrepancies occur between the prime contract and subcontract, the prime contract shall prevail ; and

WHEREAS, the parties hereto have reached an understanding as to the scope of the work and the performance of the SERVICES on the PROJECT and desire to set forth this understanding in the form of a written contract;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that:

THE CONSULTANT SHALL:

1. Provide the following SERVICES relating to the PROJECT:
 - a. Assign a construction engineer and qualified inspection personnel who will be responsible to the PROJECT Engineer at the PROJECT site during the construction of the PROJECT in order to perform required inspection services to assure compliance with approved contract plans and specifications, and perform the day to day activities of the PROJECT.
 - b. Field survey information, construction staking services, and soil borings on the PROJECT site and any other field surveys as may be required for effective control of the construction of the PROJECT.
 - c. Perform and/or have conducted field checks and laboratory testing of materials and equipment to assure compliance with the contract specifications and requirements of the DEPARTMENT and the FHWA. A portion of the off-site testing work is to be performed in accordance with a subcontractual arrangement between the CONSULTANT and N/A.
 - d. Such additional engineering and inspection services as may be required by the PROJECT Engineer for satisfactory completion of the PROJECT.
2. Perform all PROJECT work under the direction of the PROJECT Engineer who will be assigned by the LOCAL AGENCY as provided in Section 15.
3. Provide such reports and maintain such records of the PROJECT as are required to document the work to the satisfaction of the PROJECT Engineer, the LOCAL AGENCY, the DEPARTMENT, and the FHWA.
4. Govern all SERVICES by the applicable codes, laws, and standards of the LOCAL AGENCY and the DEPARTMENT and the FHWA.
5. During the performance of the SERVICES herein provided for, be responsible for any loss or damage to the documents, owned by the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANT'S expense.

6. Furnish qualified personnel to assist the PROJECT engineer in solving field problems, when so requested.

7. Attend conferences and make such trips as necessary to the LOCAL AGENCY'S offices and to the site of the work to confer with representatives of the LOCAL AGENCY and the DEPARTMENT or the FHWA as may be necessary in the carrying out of the work under this contract.

8. Follow standard accounting practices and permit representatives of the LOCAL AGENCY and the DEPARTMENT and the FHWA to audit and inspect its PROJECT books and records at any reasonable time. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under this contract.

a. The CONSULTANT shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts shall be established and maintained for all costs incurred under this Contract.

b. The CONSULTANT shall maintain the RECORDS for at least three (3) years from the date of final payment of federal aid made by the DEPARTMENT to the local agency under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the CONSULTANT shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

c. The DEPARTMENT, or their representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

d. If any part of the work is subcontracted, the CONSULTANT shall assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

9. Have in its employ a sufficient number of qualified employees available to complete the SERVICES in accordance with the schedule for construction and completion of the PROJECT upon the authorization to proceed with the SERVICES as outlined herein.

10. Show evidence of Workers' Compensation Insurance, said insurance to be as required by law.

11. Commence work on the PROJECT as set forth in and following execution of this contract only upon receipt of written notice from the PROJECT Engineer.

12. Provide a working office at the PROJECT site or in the vicinity of the PROJECT acceptable to the LOCAL AGENCY for adequate performance of the SERVICES to be provided under this Contract.

13. Furnish the LOCAL AGENCY and the DEPARTMENT a set of as built plans and records of the PROJECT upon completion thereof.

14. Submit billings to the LOCAL AGENCY as set forth in Section 17.

THE LOCAL AGENCY WILL:

15. Assign a PROJECT Engineer who shall be the Publicly Employed Professional Engineer in responsible charge of the PROJECT.

16. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in this contract, pay the CONSULTANT on the basis of actual cost plus a fixed fee (profit) amount which shall not exceed one hundred seventeen thousand seven hundred sixty-eight dollars and one cents (\$ 117,768.01). The fixed fee (profit, 11 %) shall be the amount of nine thousand three hundred forty-nine dollars and thirty-three cents (\$ 9,349.33), which amount is included in the total amount of one hundred seventeen thousand seven hundred sixty-eight dollars and one cents (\$ 117,768.01) as shown in Exhibit "A," attached hereto and made a part hereof.

Actual costs for SERVICES work required and performed will be determined in accordance with the following terms, subject to the cost criteria set forth in the Federal Acquisition Regulations, 48 CFR, Part 31:

- a. Direct Salary Costs: Actual labor costs of personnel performing the SERVICES work. This cost will be based on the employees actual hourly rate of pay and the actual hours of performance on the PROJECT as supported by employee time records.
- b. Direct Costs: Actual costs of materials and services, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals, and shall be supported by proper receipts.
- c. Overhead (Indirect Costs): A pro-rated portion of the actual overhead incurred by the CONSULTANT during performance of the PROJECT work. The amount of overhead payment, including payroll overhead, will be calculated as a percentage of all direct labor costs related to staff personnel and members of the firm. Overhead shall include those costs, which because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. The provisional overhead rate, which will be applied to direct labor costs for progress payments, is set forth in Exhibit A.

It is agreed that the use of the provisional rate set forth in Exhibit A sets neither a minimum nor maximum to the actual overhead costs to be paid the CONSULTANT. Any overpayments or under payments made to the CONSULTANT for SERVICES performed resulting from usage of the provisional overhead rate, will be corrected in the first billing submitted subsequent to the CONSULTANT'S calculation of an actual overhead rate for the financial year end applicable to the reported direct labor cost. The audit at the completion of this contract, or at such time as this contract is terminated, will verify the propriety of reported overhead.

Facilities Cost of Capital: A pro-rated portion of the actual facilities cost of capital incurred by the CONSULTANT during work is reimbursable only if the estimated facilities cost of capital was specifically identified in the cost proposal for this work (Exhibit A).

- d. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the State of Michigan Standardized Travel Regulations, incorporated herein by reference as if the same were repeated in full herein.
- e. Fixed Fee (Profit): In addition to the payments for direct and overhead costs as hereinbefore provided, the LOCAL AGENCY agrees to pay the CONSULTANT a fixed amount for profit for the SERVICES performed. It is agreed and understood that such amount will constitute full compensation to the CONSULTANT for profit and will not vary because of any differences between the estimated cost and the actual cost for work performed, except that in the event this contract is terminated, payment of a fixed fee (profit) in respect to the PROJECT shall be in an amount which can be established by the CONSULTANT from its accounts and records and subject to the provisions of Section 18.
- f. Subconsultant Costs: Actual costs of subconsultants performing SERVICES under this Contract. Amounts for fixed fees paid by the CONSULTANT to the subconsultant will not be considered an actual cost of the CONSULTANT, but will be considered a part of the fixed fee of the CONSULTANT.
- g. Those costs incurred by the CONSULTANT in the utilization of the subcontracted services of N/A shall be excluded from the calculation of the CONSULTANT'S percentage of SERVICES completed, as set forth in Section 17a., but will be reimbursed by the LOCAL AGENCY. Payment by the LOCAL AGENCY will be made directly to the CONSULTANT. The PROJECT cost attributable to N/A is estimated to be \$ N/A .

The maximum amount, including the fixed fee (profit), hereinbefore set forth in this Section, shall not be exceeded except by the execution of an amendment to this contract by and between the parties hereto and with approval by the DEPARTMENT and the FHWA. Payment shall be made as hereinafter set forth.

17. Make payments to the CONSULTANT in accordance with the following procedures:

- a. Progress payments may be made for reimbursement of amounts earned to date and shall include direct costs, other direct costs, calculated amounts for overhead using overhead, and facilities cost of capital using applied rates, set forth hereinbefore, plus a portion of the fixed fee.

The portion of the fixed fee which may be included in progress payments shall be equal to the total fixed fee multiplied by the percentage of the work which has been completed to date of billing.

- b. Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the LOCAL AGENCY. Partial payments shall be made only once a month.
- c. Final billing under this contract shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES. Billings for work submitted later than three (3) months after completion of SERVICES will not be paid. Final payment, including adjustments of direct salary costs, other direct costs and overhead costs, will be made upon completion of audit by the LOCAL AGENCY and/or as appropriate, by representatives of the DEPARTMENT and the FHWA. In the event such audit indicates an overpayment, the CONSULTANT will repay the LOCAL AGENCY within 60 days of the date of the invoice.

18. If SERVICES, or any part thereof, are terminated before completed, pay the CONSULTANT as follows:

- a. Pay the CONSULTANT actual cost plus overhead, as defined herein, incurred for the work to be terminated up to the time of termination, as set forth in Section 20. The CONSULTANT will also be reimbursed a proportionate share of the fixed fee based on the portion of the project that is completed, as determined by the DEPARTMENT. The DEPARTMENT will receive the work product produced by the CONSULTANT under this Contract up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of the SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.
- b. In no case, shall the compensation paid to the CONSULTANT for SERVICES, or any part thereof, exceed the amount the CONSULTANT would receive had the SERVICES, or the terminated portion thereof, been completed.

IT IS FURTHER AGREED THAT:

19. Upon completion or termination of this contract, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of SERVICE, shall become the property of the LOCAL AGENCY.

20. No portion of the PROJECT work, hereto before defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent of the LOCAL AGENCY and approval by the DEPARTMENT and the FHWA. Consent to sublet, assign or otherwise dispose of any portion of the SERVICES shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this contract.

21. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the LOCAL AGENCY'S PROJECT Engineer. All questions as to the satisfactory and acceptable fulfillment of the terms of this contract shall be decided by the LOCAL AGENCY.

22. Any change in SERVICES to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the LOCAL AGENCY and approved by the DEPARTMENT and the FHWA prior to the performance thereof by the CONSULTANT and requires an amendment to this Contract.

The CONSULTANT and the LOCAL AGENCY specifically agree that in the event problems arise that may be the result of errors and/or omissions by the CONSULTANT or due to a failure of the CONSULTANT to otherwise perform in accordance with this contract, the CONSULTANT will be held responsible with no cost to the LOCAL AGENCY or in accordance with the LOCAL AGENCY'S dispute resolution process if applicable.

23. In addition, the CONSULTANT shall comply with, and shall require any contractor or subcontractor to comply with, the following:

- a. In connection with the performance of the PROJECT under this contract, the CONSULTANT (hereinafter in Appendix "A" referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix "A," attached hereto and made a part hereof and will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this contract.
- b. During the performance of this contract, the CONSULTANT for itself, its assignees, and successors in interest (hereinafter in Appendix "B" referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B," attached hereto and made a part hereof and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- c. The parties hereto further agree that they accept the DEPARTMENT'S Minority Business Enterprises/Women's Business Enterprises (MBE/WBE) Program with respect to the PROJECT and will abide by the provisions set forth in Appendix "C," attached hereto and made a part hereof, being an excerpt from Title 42 C.F.R. Part 23, more specifically 23.43(a)(1) and (2) thereof.

24. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the LOCAL AGENCY shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

25. The CONSULTANT specifically agrees that in the performance of SERVICES herein enumerated by it, or by an approved subcontractor, or anyone acting in its behalf, they will, to the best of their professional knowledge and ability, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations.

26. No charges or claims for damages shall be made by the CONSULTANT for delays or hindrances from any cause whatsoever during the progress of any portions of the SERVICES specified in this contract, except as hereinafter provided.

In case of a substantial delay on the part of the LOCAL AGENCY in providing to the CONSULTANT either the necessary information or approval to proceed with the work, resulting, through no fault of the CONSULTANT, in delays of such extent as to require the CONSULTANT to perform its work under changed conditions not contemplated by the parties, the LOCAL AGENCY will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data. Authorization of such supplemental compensation shall be by an amendment to this contract subject to prior approval by the DEPARTMENT and the FHWA.

When delays are caused by circumstances or conditions beyond the control of the CONSULTANT, as determined by the LOCAL AGENCY, the CONSULTANT shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the CONSULTANT to proceed to complete the SERVICES, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL AGENCY of any of its rights herein set forth.

27. In case the CONSULTANT deems extra compensation will be due it for work or materials not clearly covered in this contract, or not ordered by the LOCAL AGENCY as a change, or due to changed conditions, the CONSULTANT shall notify the LOCAL AGENCY in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT shall not in any way be construed to establish the validity of the claim. Such extra compensation shall be provided only by amendment to this contract with approval of the DEPARTMENT and the FHWA.

28. The CONSULTANT agrees to obtain the necessary liability insurance, acceptable to the LOCAL AGENCY, naming the City of Swartz Creek, the Michigan State Transportation Commission, and the Michigan Department of Transportation as insured, and to provide the LOCAL AGENCY with evidence of said insurance, and to indemnify and save harmless the LOCAL AGENCY, the Michigan State Transportation Commission, and the DEPARTMENT, their officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the CONSULTANT in the performance of this contract.

29. This contract shall be terminated upon advisement to the CONSULTANT by the LOCAL AGENCY that its SERVICES are completed and accepted.

30. The CONSULTANT'S signature on this Contract constitutes the CONSULTANT'S certification of "status" under penalty of perjury under the laws of the United States in respect to 49 CFR, Part 29 pursuant to Executive Order 12549.

The certification, which is included as a part of this Contract as Attachment "A," is Appendix A of 49 CFR Part 29, and applies to the CONSULTANT (referred to in Appendix A of 49 CFR Part 29 as "the prospective primary participant").

The CONSULTANT is responsible for obtaining the same certification from all subcontractors under this contract by inserting the following paragraph in all subcontracts:

"The subcontractor's signature on this Contract constitutes the subcontractor's certification of "status" under penalty of perjury under the laws of the United States in respect to 49 CFR, Part 29 pursuant to Executive Order 12549. The certification, which is included as a part of this Contract as Attachment "B," is Appendix B of 49 CFR, Part 29."

This certification is required of all subcontractors, testing laboratories, and other lower tier participants with which the CONSULTANT enters into a written arrangement for the procurement of goods or services provided for in this Contract.

31. The CONSULTANT hereby agrees that the costs reported to the LOCAL AGENCY for this Contract shall represent only those items which are properly chargeable in accordance with this Contract. The CONSULTANT also hereby certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

32. Upon execution of this contract by the parties hereto, the same shall become binding on the parties hereto and their successors and assigns, until such time as all work contemplated hereunder is complete, or until such time as this contract is terminated by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized agents and representatives the day and year first above written.

City of Swartz Creek

BY: _____

NAME: Adam Zettel, AICP

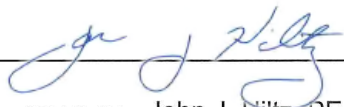
TITLE: City Manager

BY: _____

NAME: _____


TITLE: _____

Orchard, Hiltz & McCliment, Inc.

BY:  _____

NAME: John J. Hiltz, PE

TITLE: President

BY:  _____

NAME: Daniel G. Fredendall, PE

TITLE: Vice President

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as following:

1. Compliance with Regulations: The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities, as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts is has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the state, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

General Requirements for Recipients

Excerpts from USDOT Regulation 49 CFR, Part 23, Section 23.43

- A. Policy: It is the policy of the Department that MBE as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the MBE requirements of 49 CFR, Part 23, apply to this contract.

- B. MBE Obligation: The recipient or its contractor agrees to ensure that MBE as defined in 49 CFR, Part 23, has the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that MBE has the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of departmentally-assisted contracts.

- C. If, as a condition of assistance, the recipient has submitted and the department has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to this recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future departmental, financial assistance.

- D. The Department hereby advises each recipient, contractor, or subcontractor that failure to carry out the requirements set forth in Section 23.43(a) 49 CFR, Part 23, shall constitute a breach of contract, and after the notification of the USDOT, may result in termination of the agreement or contract by the Department or such remedy as the Department deems appropriate.

SUBCONTRACT NO. _____
CONTROL SECTION NO. STU 25049
JOB NO. 121372A
FED. PROJECT NO. _____
FED. ITEM NO. _____

CERTIFICATION

I hereby certify that I am Daniel G. Fredendall, PE
and a duly authorized representative of the firm of Orchard, Hiltz & McCliment, Inc.,
whose address is 34000 Plymouth Road, Livonia, MI 48150
and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee,
or other consideration, any firm or person (other than a bona fide employee working solely for
me or the above Orchard, Hiltz & McCliment, Inc.) to solicit or secure this contract.

(b) agreed, as an express or implied condition for obtaining this contract, to
employ or retain the services of any firm or person in connection with carrying out the contract,
or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona
fide employee working solely for me or the above Orchard, Hiltz & McCliment, Inc.) any fee,
contribution, donation, or consideration of any kind for, or in connection with, procuring or
carrying out the contract:

except as here expressly stated (if any):

I acknowledge that this certification is to be furnished to the Michigan
Department of Transportation in connection with this contract involving participation of state
and/or federal funds, and is subject to applicable state and federal laws, both criminal and civil.

November 24, 2014
Date


Signature

ATTACHMENT A
(This is a reproduction of Appendix A of 49 CFR Part 29)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposed," and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules impending Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

March 9, 1989

ATTACHMENT B
(This is a reproduction of Appendix B of 49 C.F.R. Part 29)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction," without notification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.)

March 9, 1989

EXHIBIT A - DERIVATION OF COST PROPOSAL

PROJECT NUMBER:

JN 121372A

PROJECT DESCRIPTION:

Swartz Creek

Miller Rd - Morrish to Elms

CONSULTANT NAME:

ORCHARD, HILTZ & McCLIMENT, INC.

DIRECT LABOR:

Classification	Person Hours	x	Hourly Rate	=	Labor Cost
Principal	8.0		\$ 67.97	\$	543.76
Senior Associate	4.0		\$ 54.38	\$	217.52
Prof Eng/Arch IV	100.0		\$ 45.28	\$	4,528.00
Grad Eng/Arch I	240.0		\$ 23.07	\$	5,536.80
Prof Eng/Arch II	150.0		\$ 34.33	\$	5,149.50
Technician III	420.0		\$ 28.04	\$	11,776.80
Prof Surveyor II	15.0		\$ 33.62	\$	504.30
Surveyor III	56.0		\$ 27.75	\$	1,554.00
Surveyor II	48.0		\$ 21.63	\$	1,038.24

Total Hours 1,041.0

Total Labor \$ 30,848.92

LABOR ESCALATION

\$ 30,848.92 x 0.80% = Total Lab. Escalation \$ 246.79
Labor Subtotal \$ 31,095.71

OVERHEAD:

\$ 31,095.71 x 173.33% = Total Overhead \$ 53,898.19
Total Labor & OH \$ 84,993.90

FACILITY CAPITAL COSTS:

\$ 31,095.71 x 0.51% = \$ 158.58
Total FCC \$ 158.58

DIRECT EXPENSES:

	Amount	Unit	Unit Rate		
Overtime - Field Tech		110 Hr	\$14.02	\$	1,542.20
Concrete QC Testing -Full Day		12 Day	\$600	\$	7,200.00
Comp. Strength of Conc Cylinders		36 Ea	\$20	\$	720.00
Cylinder Pickup		12 Ea	\$117	\$	1,404.00
Nuclear Density Meter		10 Ea	\$40	\$	400.00
HMA Extraction & Sieve Analysis		8 Day	\$1,500		12,000.00

Total Direct Expenses \$ 23,266.20

FIXED FEE:

\$ 84,993.90 x 11.00% = \$ 9,349.33

Total Fixed Fee \$ 9,349.33

TOTAL COSTS \$ 117,768.01

SUBCONTRACT NO. _____
CONTROL SECTION NO. STU 25049
JOB NO. 121372A
FED. PROJECT NO. _____
FED. ITEM NO. _____

**City of Swartz Creek, Michigan
Orchard, Hiltz & McCliment, Inc.**

**First Amendment To
Agreement Dated November 24, 2014**

Miller Road Improvements – Morrish Rd to Elms Road

THIS FIRST AMENDMENT to an Agreement dated November 24, 2014, said First Amendment entered into as of this 24th day of November, 2014, by and between **Orchard, Hiltz & McCliment, Inc.**, a Michigan Corporation, herein after referred to as the “Consultant” and the **City of Swartz Creek**, herein after referred to as the Local Agency, provides as follows:

WHEREAS, the Consultant and Local Agency entered into an Agreement for the performance of certain construction engineering services required in connection with the construction of the Redman and Platt Intersection Reconstruction project, and

WHEREAS, the Consultant and Local Agency decided that additional clarification to the Agreement is necessary.

NOW, THEREFORE, it is agreed between the Consultant and Local Agency to amend the Agreement as follows:

1. SERVICES

Amend Paragraph 1b. to include the following:

“Engineer Staking on the PROJECT site as may be required to verify Contractor Staking of the PROJECT”.

Add Paragraph 1e. as follows:

“Detailed SERVICES shall be as provided in Exhibit B, Scope of Services”.

2. TERMINATION

Revise Paragraph 18a. to read as follows:


“Pay the Consultant actual cost plus overhead, as defined herein, incurred for the work to be terminated up to the time of termination, as set forth in Section 16. The Consultant will also be reimbursed a proportionate share of the fixed fee based on the portion of the project that is completed, as determined by the Local Agency. The Local Agency will receive the work product produced by the Consultant under this Agreement up to the time of termination, before the Consultant is paid. The amounts included for overhead and fixed fee shall be subject to approval by the Department.”


IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized agents and representatives the day and year first above written.

CITY OF SWARTZ CREEK

By: _____
Name: Adam Zettel, AICP
Title: City Manager

ORCHARD, HILTZ & McCLIMENT, INC.

By:  _____
Name: John J. Hiltz
Title: President

By:  _____
Name: Daniel G. Fredendall
Title: Vice President

**CITY OF SWARTZ CREEK
MICHIGAN**

CONSTRUCTION ENGINEERING CONTRACT

MILLER ROAD IMPROVEMENTS – MORRISH RD TO ELMS ROAD

EXHIBIT B

SCOPE OF SERVICES

CONSTRUCTION ENGINEERING

The Construction Services to be provided by CONSULTANT is based on 15-week construction duration and shall include the following:

1. Staking Services – Layout of the proposed work during the construction phase shall consist of the required staking for line and elevation of specific contract items such as sidewalk replacement, curb and gutter replacement, possible road replacement, and any proposed storm sewer. Staking will be placed at the required intervals to layout the work and will include the top of curb grade only. Offsets will be discussed with the Contractor.
2. Field Inspection Services (Construction Inspection) - Services shall be performed by a Field Engineering Technician and shall consist of full-time, onsite observation of the work performed by the Contractor(s) to document and report the construction and progress of the work. Daily field reports (IDRs) will be prepared documenting pay item quantities and the general work progress for the day. Checking line and grade for compliance with the survey stakes will be provided as part of the Field Engineering Technician's daily responsibilities. The Field Engineering Technician will answer residents' questions and attempt to resolve complaints, which may arise during the construction on a daily basis. The Field Engineering Technician will interact with the Contractor's supervisory personnel to notify them if work is unacceptable and in need of correction; or the removal and replacement of specific work elements if the situation warrants.

Another vital service provided by the Field Engineering Technician will be the inspection of the construction site for proper soil erosion and sedimentation controls are in place. An MDEQ certified NPDES Storm Water Operator shall be assigned to inspect and document the project per the NPDES requirements. A project form will be completed at each review identifying the status of the soil erosion control measures and what direction was given to the Contractor.

3. Construction Administration Services shall consist of Contract Administration and Construction Engineering. The Contract Administration portion shall include documenting the construction through the use of MDOT'S Field Manager. Included under this item of work is all documentation required by MDOT including the following:
 - Contractor Payments
 - Daily Field Reports (IDRs)
 - Work Item Progress
 - Contract Modifications generated for review by LOCAL AGENCY Project Engineer
 - Material Usage
 - Estimates for Review by LOCAL AGENCY Project Engineer
 - Project Finalization (Contract Closeout)

It shall also include providing assistance to the LOCAL AGENCY or Contractor in the interpretation of the contract documents. Reviewing project schedules to monitoring compliance with the Special Provisions, Progress Clause, and other specific requirements of the contract are yet another component of Contract Administration. In addition, the CONSULTANT'S team will make trips to the project site to

observe the work and progress to aid in determining if the Contractor's work is in accordance with the contract documents.

The Construction Engineering services shall consist of the supervision of the construction observation staff to provide appropriate project staffing, assure proper project documentation, perform shop drawing reviews, resolve construction issues or problems, review and make recommendations to the LOCAL AGENCY and MDOT regarding claims from the Contractor. Responsibilities include the recommendation for Work Orders, which may result in Contract Modifications (Change Orders) and prompt complaint resolution. CONSULTANT will provide materials testing on this project for concrete, pavement and aggregate analysis. Density testing of each pavement layer will be conducted by CONSULTANT'S staff and review materials testing reports to check for compliance with contract documents and make appropriate recommendations (when necessary) to MDOT and the LOCAL AGENCY'S Project Manager. CONSULTANT will lead the preconstruction conference and the biweekly progress meetings. CONSULTANT will assist the LOCAL AGENCY in drafting letters to the businesses/residents at the start of construction and, when needed, send out letters to residents when there are changes in construction sequences or schedule. If requested, CONSULTANT will participate in other LOCAL AGENCY resident communication initiatives.

LOCAL AGENCY RESPONSIBILITY

1. Coordination with police and fire departments and Swartz Creek Community.
2. Pay any required permit review fees or reimburse CONSULTANT for permit fees paid to expedite review and approval.
3. Host a public information meeting with residents, businesses and institutions, as needed.
4. LOCAL AGENCY will hire a Third Party Engineer to serve as the LOCAL AGENCY Project Engineer to fulfill a new Federal Aid Requirement.

CERTIFICATION OF INDIRECT (OVERHEAD) RATE

This Certification is required according to U.S. Department of Transportation, Federal Highway Administration (FHWA) Order 4470.1A, dated October 27, 2010. FHWA has issued this new policy to be effective January 1, 2011. This policy requires consultants to certify that costs used to establish indirect (overhead) cost rates applicable to Federal-aid engineering and design related services contracts do not include any costs which are expressly unallowable, and that the indirect (overhead) rate was established based only on allowable costs.

This certification is to provide assurance that the indirect (overhead) cost rate was calculated in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31.

This form shall be completed and submitted by the prime consultant, for the prime contract as well as for each subcontract (first and second tier subconsultant(s)) proposed to be included as part of this priced proposal, where an indirect (overhead) rate is proposed. Please note that the Certifying Official is defined as the firm's Executive (Vice President, President or equivalent) or Chief Financial Officer.

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBERS(S): STU 25049 - JN 121372A	CONTRACT / AUTHORIZATION NUMBER:
LOCAL AGENCY: City of Swartz Creek	
PROJECT DESCRIPTION: 1.1 miles of Mill and Resurfacing with intermittent curb removal/replacement, sidewalk ramp upgrades, sign upgrades and guardrail upgrade.	

DECLARATION OF CERTIFICATION

INDIRECT (OVERHEAD) COST RATE:	173.33%
DATE OF INDIRECT (OVERHEAD) COST RATE DETERMINATION (mm/dd/yyyy):	06/19/2014
FISCAL PERIOD COVERED (mm/dd/yyyy to mm/dd/yyyy):	12/30/2012 to 12/28/2013

I, the undersigned, certify that I have reviewed the indirect (overhead) rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:

- 1) All costs included to establish the above rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulation (CFR), part 31.
- 2) This indirect (overhead) cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect (overhead) cost rates have been disclosed.

CONSULTANT INFORMATION

ROLE <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Tier 1 Sub <input type="checkbox"/> Tier 2 Sub			
LEGAL BUSINESS NAME: Orchard, Hiltz & McCliment, Inc.		FEDERAL ID NUMBER (Must match prequalification file): 38-1691323	
COMPANY ADDRESS: 34000 Plymouth Road	CITY: Livonia	STATE: MI	ZIP CODE: 48150
EMAIL ADDRESS: steve.warren@ohm-advisors.com		PHONE NO.: 989-393-4200	

CERTIFYING OFFICIAL

NAME OF CERTIFYING OFFICIAL (Print Name and Title): Daniel G. Fredendall, PE	SIGNATURE OF CERTIFYING OFFICIAL:
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QUITCLAIM DEED

On MONTH DAY, 2014, the City of Swartz Creek, a home rule city, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 ("Grantor"), quitclaims to Justin Ellison, a homeowner at 7168 Miller Road, Swartz Creek, Michigan 48473, ("Grantee"), the real property commonly known as VL Miller Road, in the City of Swartz Creek, County of Genesee, Michigan, and described as:

LOT B WRAY ACRES 84-0000-000

("the Property"), Parcel No. 25-58-36-578-018

For a sum of One Thousand Dollars (\$1,000.00), subject to any easements and building and use restrictions of record and the lien of taxes not yet due and payable.

Grantor retains an easement on the west 30 feet of the Property, as determined by a survey performed by the city at a future date, for the purpose of owning, operating, and maintaining all current and future water, sewer, and storm sewer utilities.

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: David Krueger
Its: Mayor

STATE OF MICHIGAN}
COUNTY OF GENESEE}

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

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. _____

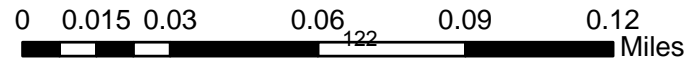
Recording Fee \$ _____

Revenue Stamps

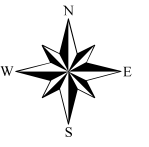


City of Swartz Creek

City Owned Outlot

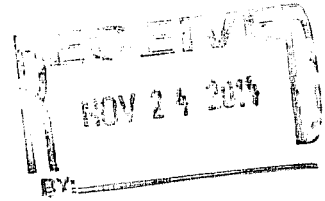


December 8, 2014





November 20, 2014



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

RE: Important Information—Price Changes

Dear Mr. Bueche:

We are committed to constantly improving our customers' entertainment and communications experience in Swartz Creek, and we continue to invest in making their services even better. As we make these and other investments, we periodically need to adjust prices due to increases we incur in programming and other business costs. Starting January 1, 2015, new prices will apply to select XFINITY TV services and equipment as reflected in the enclosed schedule.

Among these price changes, we have itemized a Regional Sports fee for customers receiving Digital Starter service tiers and above to offset the rising costs of delivering regional sports networks.

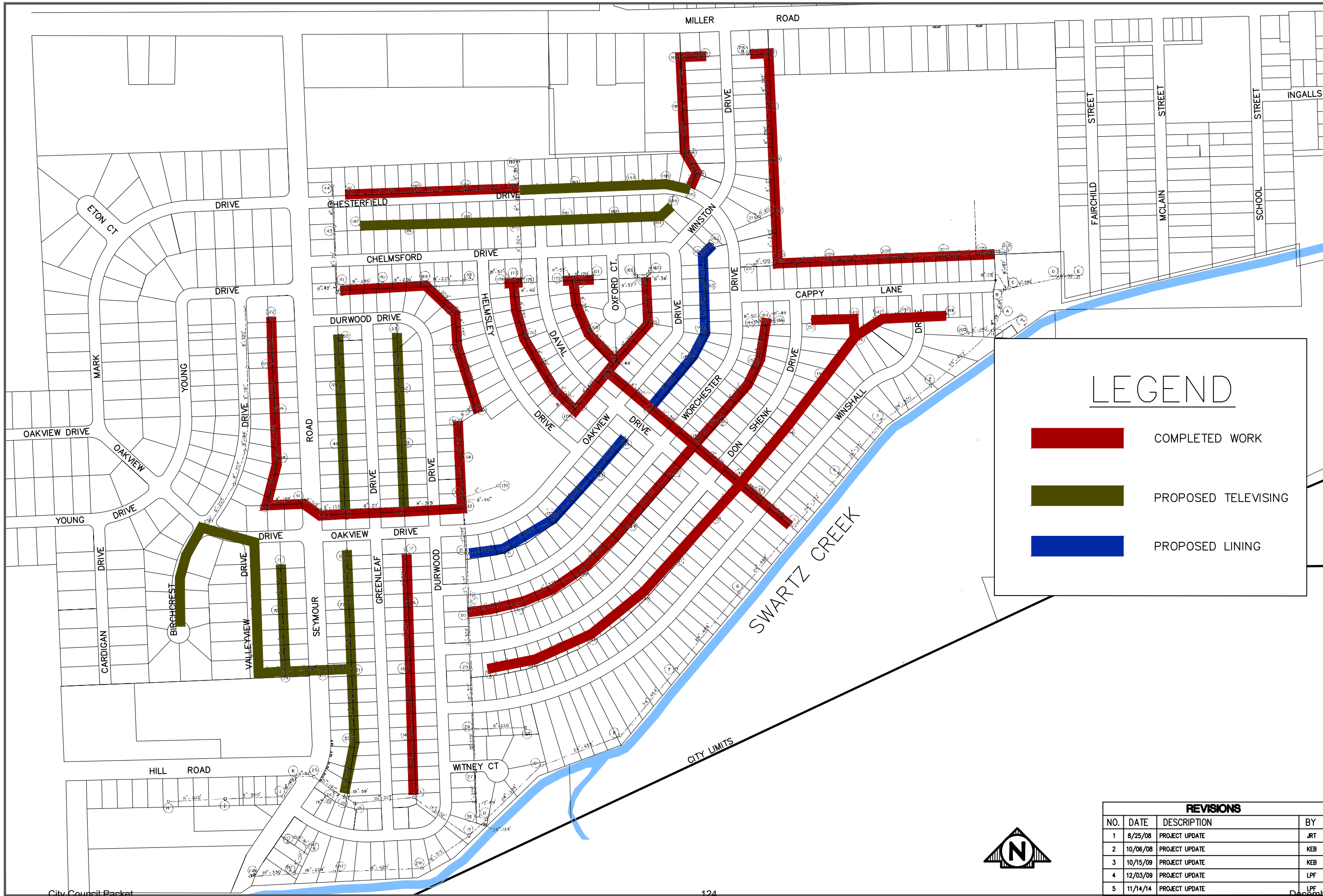
We are committed to providing our customers with a consistently superior experience, including 24/7 customer service and on-time arrival—or we'll credit the customer \$20 or provide a free premium channel for three months. We back up our services with the Comcast Customer Guarantee (visit www.comcast.com/guarantee for details).

We know you may have questions about these changes. If I can be of any further assistance, please contact me at 586-883-7075.

Sincerely,

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

Enclosure



LEGEND

- COMPLETED WORK
- PROPOSED TELEVISIONING
- PROPOSED LINING



REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	8/25/08	PROJECT UPDATE	JRT
2	10/06/08	PROJECT UPDATE	KEB
3	10/15/09	PROJECT UPDATE	KEB
4	12/03/09	PROJECT UPDATE	LPF
5	11/14/14	PROJECT UPDATE	LPF

PLAN DATE: NOVEMBER 2014
 PROJECT MGR: L.P.F.
 REVIEWER:
 SCALE: NONE

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

MT. PLEASANT OFFICE
 127 S. Main St.
 Mt. Pleasant, MI 48858
 Ph: (989) 772-2138

PREPARED FOR
CITY OF SWARTZ CREEK
SANITARY SEWER LINING PROGRAM
 WINCHESTER VILLAGE



REV: _____ OF _____
 December 8, 2014

DPS ACTIVITY NOVEMBER 2014

	REGULAR	HOLIDAY	VACATION	ABSENT	OT	DT
101 GENERAL FUND						
262.0 ELECTIONS	14.00	0.00	0.35	0.00	0.00	0.00
781.0 AMPHI-PARK	0.00	0.00	0.00	0.00	0.00	0.00
782.0 WINSHALL PARK	3.00	0.00	0.00	0.10	0.00	0.00
783.0 ELMS PARK	24.00	0.00	0.00	0.91	0.00	0.00
784.0 BICENT. PARK	1.00	0.00	0.00	0.08	0.00	0.00
790.0 SENIOR CENTER/LIBRARY	17.50	0.00	0.18	0.00	0.00	0.00
345.0 P S BLDG	15.50	0.00	0.53	0.00	0.00	0.00
793.0 CITY HALL	3.75	0.00	0.04	0.00	0.00	0.00
794.0 COMM PROMO	2.00	0.00	0.18	0.00	0.00	0.00
796.0 CEMETERY	3.00	0.00	0.00	0.00	0.00	0.00
202 MAJOR STREET FUND						
429.0 SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
441.0 PARK & RIDE	3.00	0.00	0.00	0.00	0.00	0.00
463.0 STREET MAIN	27.00	0.00	0.53	0.38	0.00	0.00
474.0 TRAFFIC	5.00	0.00	0.18	0.05	0.00	0.00
478.0 SNOW & ICE	0.00	0.00	0.00	0.00	0.00	0.00
482.0 ADMIN	4.12	0.00	0.27	0.00	0.00	0.00
203 LOCAL STREET FUND						
429.0 SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
463.0 STREET MAIN	24.00	0.00	0.88	0.46	0.00	0.00
474.0 TRAFFIC	11.00	0.00	0.46	0.04	0.00	0.00
478.0 SNOW & ICE	0.00	0.00	0.00	0.00	0.00	0.00
482.0 ADMIN	4.12	0.00	0.27	0.00	0.00	0.00
226 GARBAGE FUND						
528.0 COLLECT	113.00	0.00	5.65	0.61	0.00	0.00
530.0 WOODCHIPPING	53.50	0.00	2.09	0.75	0.00	0.00
782.0 WINSHALL PARK GARBAGE	1.00	0.00	0.00	0.00	1.00	1.00
783.0 ELMS PARK GARBAGE	3.00	0.00	0.00	0.00	1.00	1.00
793.0 CITY HALL	3.75	0.00	0.04	0.00	0.00	0.00
590 WATER						
540.0 WATER SYSTEM	205.63	0.00	9.94	2.74	13.50	0.00
540.0 WATER-ON CALL	2.00	0.00	0.00	0.02	0.00	0.00
542.0 READ & BILL	7.50	0.00	0.54	0.04	0.00	0.00
793.0 CITY HALL	3.75	0.00	0.04	0.00	0.00	0.00
591 SEWER						
536.0 SEWER SYSTEM	85.13	0.00	5.05	0.12	3.00	0.00
536.0 SEWER-ON CALL	2.00	0.00	0.00	0.02	0.00	0.00
537.0 LIFT STATION	14.00	0.00	0.71	0.36	0.00	0.00
542.0 READ & BILL	7.50	0.00	0.54	0.04	0.00	0.00
793.0 CITY HALL	3.75	0.00	0.04	0.00	0.00	0.00
661 MOTOR POOL FUND						
795.0 CITY GARAGE	58.50	0.00	1.49	1.28	0.00	0.00
DAILY HOURS TOTAL	726.00	0.00	30.00	8.00	18.50	2.00

**Public Works
Monthly Work Orders**

12/01/14

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
SWBK14-0044 COMPLETED	CH10-009057-0000-01	BOWEN, JOHN H 9057 CHELMSFORD DR	11/03/14 11/03/14	SEWER BACKUP
FNRD14-0763 COMPLETED	MC10-005044-0000-03	OSTERWYK, MATT 5044 MC LAIN ST	11/04/14 11/05/14	FINAL READ
FNRD14-0771 COMPLETED	KI10-000022-0000-01	RUPP, JACK L 22 KINGSLEY DR	11/04/14 11/05/14	FINAL READ
WMBK14-0046 COMPLETED	MI10-007399-0000-02	KRUEGER, DAVID 7399 MILLER RD	11/04/14 11/04/14	WATER MAIN BREAK
CKME14-0248 COMPLETED	NO10-009168-0000-02	ELIZANDO, CRYSTAL 9168 NORBURY DR	11/04/14 11/06/14	CHECK METER
SAMP14-0012 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/05/14 11/06/14	WATER SAMPLES
FLAG14-0103 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/05/14 11/06/14	LOWER/RAISE FLAG
FNRD14-0772 COMPLETED	BR10-005071-0000-03	FISHER, TAMMY 5071 BRADY ST	11/05/14 11/05/14	FINAL READ
CKME14-0247 COMPLETED	DA10-005204-0000-01	CZERNIAK, THOMAS 5204 DAVAL DR	11/06/14 11/06/14	CHECK METER
WOFF14-1196	SP10-004444-0000-02	MACIAK, PATRICIA 4444 SPRINGBROOK DR	11/07/14	WATER TURN OFF
WREP14-0054	MI10-007399-0000-02	KRUEGER, DAVID 7399 MILLER RD	11/07/14 11/07/14	WATER REPAIRS
WMBK14-0047	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/07/14 11/07/14	WATER MAIN BREAK
MTRP14-0440 COMPLETED	NO10-009168-0000-02	ELIZANDO, CRYSTAL 9168 NORBURY DR	11/11/14 11/11/14	METER REPAIR
SWLK14-0003	BR20-006509-0000-04	LANE, AMY 6509 BRISTOL RD	11/12/14	SIDEWALK REPAIR
STRT14-0058 COMPLETED	EL10-003424-0000-01	ROBERTS, WILLIAM D 3424 ELMS RD	11/12/14 11/12/14	STREET REPAIR
READ14-0391 COMPLETED	NO10-009168-0000-02	ELIZANDO, CRYSTAL 9168 NORBURY DR	11/13/14 11/13/14	READ METER
MNT14-0191 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	11/13/14 11/13/14	BUILDING MAINTENA
FNRD14-0774 COMPLETED	DA10-005197-0000-04	PINKSTON, DENNIS 5197 DAVAL DR	11/13/14 11/13/14	FINAL READ
FNRD14-0773 COMPLETED	SP10-004285-0000-01	THOMPSON, MARTICA 4285 SPRINGBROOK DR	11/14/14 11/13/14	FINAL READ
FLAG14-0104 City Council Packet	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/17/14	LOWER/RAISE FLAG December 8, 2014

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
STRT14-0059 COMPLETED	BR20-006060-0000-02	GENERAL MOTORS 6060 BRISTOL RD	11/17/14 11/26/14	STREET REPAIR
CKME14-0249 COMPLETED	IN10-008101-0000-02	CROSS, DAVID 8101 INGALLS ST	11/17/14 11/17/14	CHECK METER
FNRD14-0776 COMPLETED	SO10-000045-0000-02	SCHRINER, BRENDA 45 SOMERSET DR	11/18/14 11/20/14	FINAL READ
MTRP14-0441 COMPLETED	MA30-007514-0000-01	MOODY, HARLAND 7514 MASON ST	11/18/14 11/18/14	METER REPAIR
MNT14-0192	CI10-008100-0000-01	PUBLIC SAFETY BUILDING 8100 CIVIC DR	11/19/14	BUILDING MAINTENA
WOFF14-1197	CH40-004284-0000-01	BOYER, WARD 4284 CHAPEL LN	11/19/14	WATER TURN OFF
READ14-0392 COMPLETED	NO10-009168-0000-02	ELIZANDO, CRYSTAL 9168 NORBURY DR	11/20/14 11/20/14	READ METER
FLAG14-0105	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/20/14	LOWER/RAISE FLAG
FNRD14-0778 COMPLETED	RE10-004196-0000-02	JONES, DEANNE 4196 RED OAK LN	11/20/14 11/21/14	FINAL READ
CKME14-0250 COMPLETED	MA20-008034-0000-01	SEVICK, MICHAEL 8034 MAPLE ST	11/21/14 11/21/14	CHECK METER
CKME14-0251	JE10-004010-0000-02	HATCH, JANICE 4010 JENNIE LN	11/24/14	CHECK METER
FNRD14-0781 COMPLETED	HA20-000085-0000-02	WISTUBA, BRIAN 85 HAMILTON DR	11/24/14 11/25/14	FINAL READ
FNRD14-0782 COMPLETED	HA20-000080-0000-03	HOSEY, MARCY & SHANNON 80 HAMILTON DR	11/24/14 11/25/14	FINAL READ
WTON14-0781 COMPLETED	DA10-005141-0000-02	METCALFE, WILLIAM 5141 DAVAL DR	11/24/14 11/24/14	WATER TURN ON
WREP14-0055 COMPLETED	GR10-005274-0000-02	RICHARDS, SHARON 5274 GREENLEAF DR	11/24/14 11/24/14	WATER REPAIRS
WTON14-0782 COMPLETED	MA20-008041-0000-03	PARRY, GERRY 8041 MAPLE ST	11/25/14 11/25/14	WATER TURN ON
FNRD14-0780	SC20-005079-0000-04	COLE, BRADLEY 5079 SCHOOL ST	11/26/14	FINAL READ
FLAG14-0106	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/26/14	LOWER/RAISE FLAG
WOFF14-1198 COMPLETED	JE10-004127-0000-01	CHANDLER, BETTY 4127 JENNIE LN	11/26/14 11/26/14	WATER TURN OFF
WTON14-0784 COMPLETED	JE10-004127-0000-01	CHANDLER, BETTY 4127 JENNIE LN	11/26/14 11/26/14	WATER TURN ON
WTON14-0780 COMPLETED	MI10-008215-0000-02	FHLM 8215 MILLER RD	11/26/14 11/24/14	WATER TURN ON

November 2014	MILES DRIVEN	GALLONS GAS PURCHASED	GALLONS DIESEL PURCHASED
#1 P/U 4WD			
#3 P/U 4WD	472	56	
07-03 P/U 4WD			17
09-03 P/U 4WD			73
#2 P/U 2WD		60	
#6-00 BACKHOE			
#9 DUMP			
#10 DUMP			
#11 DUMP		18	
#12-02 DUMP			109
#12-04 DUMP			53
#12-99 GENERATOR			
#9-02 BRUSH HOG			
#17 CASE BACKHOE			26
#19 JD TRACTOR			
#06-99 BUCKET TRUCK			
#21 WOOD CHIPPER			11
#807 STREET SWEEPER			
#42 ASPHALT HEATER			
#37 TRAIL ARROW			
#10-98 3" PUMP			
#28A 3" PUMP			
3" PUMP			
#30 4" PUMP			
#31 4" PUMP			
#32 4" PUMP			
1" PUMP			
S-10		12	
TOTAL	472	146	289

**REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 11/30/2014**

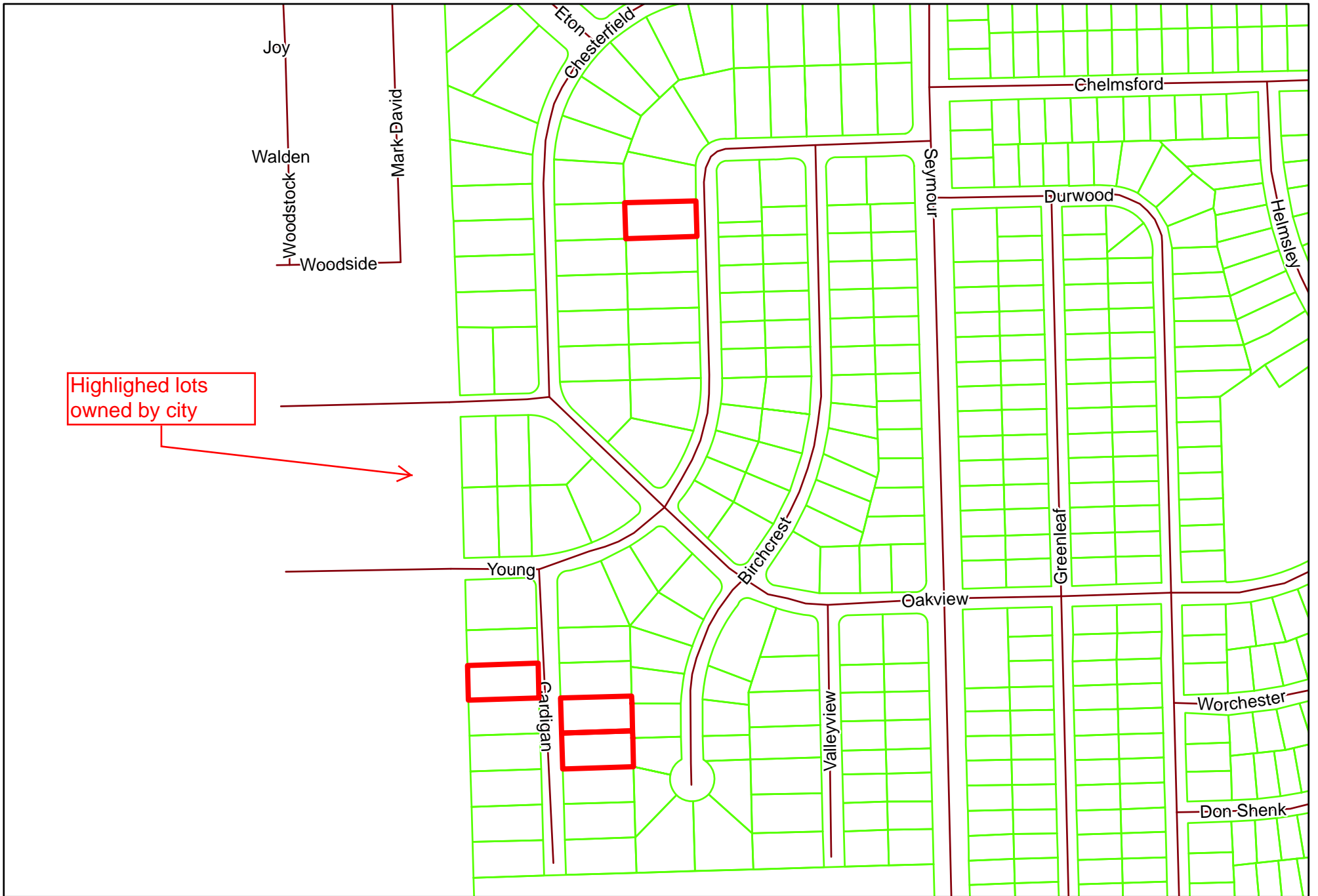
FUND	2014-15 AMENDED BUDGET	YTD BALANCE 11/30/2014 NORMAL (ABNORMAL)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - General Fund:				
TOTAL REVENUES	\$2,464,174.99	\$1,681,111.70	\$783,063.29	68.22
TOTAL EXPENDITURES	\$2,611,961.72	\$1,079,404.20	\$1,532,557.52	41.33
NET OF REVENUES & EXPENDITURES	(\$147,786.73)			
Fund 202 - Major Street Fund:				
TOTAL REVENUES	\$2,060,815.00	\$110,428.17	\$1,950,386.83	5.36
TOTAL EXPENDITURES	\$2,371,461.00	\$65,827.93	\$2,305,633.07	2.78
NET OF REVENUES & EXPENDITURES	(\$310,646.00)			
Fund 203 - Local Street Fund:				
TOTAL REVENUES	\$144,545.00	\$76,670.83	\$67,874.17	53.04
TOTAL EXPENDITURES	\$143,959.00	\$29,638.01	\$114,320.99	20.59
NET OF REVENUES & EXPENDITURES	\$586.00			
Fund 226 - Garbage Fund:				
TOTAL REVENUES	\$373,157.28	\$347,505.64	\$25,651.64	93.13
TOTAL EXPENDITURES	\$443,011.60	\$165,199.91	\$277,811.69	37.29
NET OF REVENUES & EXPENDITURES	(\$69,854.32)			
Fund 248 - Downtown Development Fund:				
TOTAL REVENUES	\$74,648.00	\$40,417.71	\$34,230.29	54.14
TOTAL EXPENDITURES	\$74,509.00	\$39,580.96	\$34,928.04	53.12
NET OF REVENUES & EXPENDITURES	\$139.00			
Fund 265 - Drug Enforcement Fund:				
TOTAL REVENUES	\$7,850.00	\$3,000.94	\$4,849.06	38.23
TOTAL EXPENDITURES	\$7,850.00	\$1,962.66	\$5,887.34	25.00
NET OF REVENUES & EXPENDITURES	\$0.00			
Fund 350 - City Hall Debt Fund:				
TOTAL REVENUES	\$78,625.00	\$78,603.13	\$21.87	99.97
TOTAL EXPENDITURES	\$78,625.00	\$14,615.00	\$64,010.00	18.59
NET OF REVENUES & EXPENDITURES	\$0.00			
Fund 402 - Fire Equip Replacement Fund:				
TOTAL REVENUES	\$20,050.00	\$0.00	\$20,050.00	0.00
TOTAL EXPENDITURES	\$0.00	\$0.00	\$0.00	0.00
NET OF REVENUES & EXPENDITURES	\$20,050.00			
Fund 590 - Water Supply Fund:				
TOTAL REVENUES	\$1,478,350.00	\$375,366.31	\$1,102,983.69	25.39
TOTAL EXPENDITURES	\$1,520,522.00	\$524,960.16	\$995,561.84	34.52
NET OF REVENUES & EXPENDITURES	(\$42,172.00)			

11/26/2014

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 11/30/2014

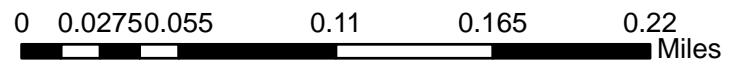
FUND	2014-15 AMENDED BUDGET	YTD BALANCE 11/30/2014 NORMAL (ABNORMAL)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 591 - Sanitary Sewer Fund:				
TOTAL REVENUES	\$1,099,200.00	\$258,363.42	\$840,836.58	23.50
TOTAL EXPENDITURES	\$1,323,870.00	\$312,568.69	\$1,011,301.31	23.61
NET OF REVENUES & EXPENDITURES	(\$224,670.00)			
Fund 661 - Motor Pool Fund:				
TOTAL REVENUES	221,698.00	88,354.75	133,343.25	39.85
TOTAL EXPENDITURES	253,054.00	86,260.63	166,793.37	34.09
NET OF REVENUES & EXPENDITURES	(31,356.00)			
Fund 865 - Sidewalks:				
TOTAL REVENUES	1,500.00	8,814.94	(7,314.94)	587.66
TOTAL EXPENDITURES	1,500.00	8,950.94	(7,450.94)	596.73
NET OF REVENUES & EXPENDITURES	0.00			
Fund 866 - Weed Fund:				
TOTAL REVENUES	\$1,500.00	\$3,350.00	(\$1,850.00)	223.33
TOTAL EXPENDITURES	\$700.00	\$615.00	\$85.00	87.86
NET OF REVENUES & EXPENDITURES	\$800.00			

Budget Revision will be done after December 2014



City of Swartz Creek

City Lots in Winchester Woods



Bicycle Giveaway memorandum

Deputy Chief Clolinger

Lt. Bade,

This years "BIKE GIVEAWAY" looks to be one to remember. The Swartz Creek Police department has received several bikes throughout the year from the generosity of the community and found property brought in the police department. Bikes were evaluated and the ones that were considered to be reusable and fixable were sent over to Assenmacher's for repairs.

Bike considered are:

HUFFY 26" RIVAL MT. BIKE BOYS GREY CASE # 12-568

MAGNA 20" DIRT BIKE BOYS SILVER / BLUE 99TD130545

JEEP 20" DIRT BIKE BLUE BOYS UU05502017 Case # 13-763

PRINCESS 16" DIRT BIKE PURPLE GIRLS ACA04K014114

KENT 20" DIRT BIKE BOYS BLUE 98B013987 CASE # 12-202

TONY HAWK 16" DIRT BIKE BOYS ORANGE TD1084198942

DASAN I 26" MT. BIKE BOYS BLUE UV4403733 CASE# 05-491

POWER RANGERS 16" DIRT BIKE BOYS RED GB04H22646

NEXT 20" DIRT BIKE BOYS GREEN HS100510755 CASE# 12-677

ROADMASTER 26" MT. BIKE GIRLS BLUE SNFSD10B74393 CASE # 12-552

NEXT 20" DIRT BIKE GIRLS PINK DWD1027341 CASE # 12-645

These bike will be reconditioned. Some parts will be used from two bike to make one. These bike are the bikes turned over to Assenmacher's for repairs and for parts above.

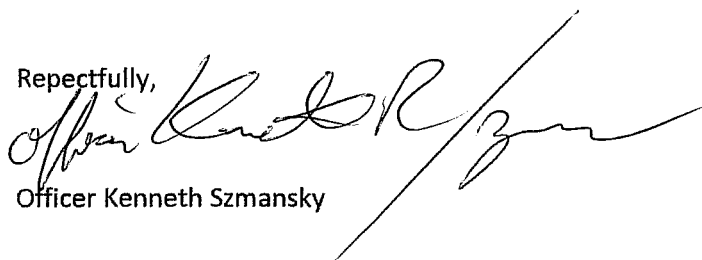
The Swartz Creek Police Department was awarded \$2,000 by Meijer's store a grant allowing the **purchase of approximately 17 bikes and 40 helmets** by gift card generously donated by Meijer store. This year the program will giveaway approximately 35 bikes.

The "Bike Giveaway Program" will be held on December 19th 2014 at 5:00 pm at the Swartz Creek Police Department.

These children are chosen from the Swartz Creek Schools Staff. They are students that are great role models among the schools they attend. They could use a generously donated bike around the holidays.

Thank you to the Swartz Creek **Meijer Store** and all the local citizens that donated the bikes and to **Assenmacher's** once again for generously donating the time and supplies to repair the bikes that need repairing.

Respectfully,

A handwritten signature in black ink, appearing to read "Officer Kenneth Szmansky". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Officer Kenneth Szmansky

"SHOP WITH A HERO "

This year's "Shop with a Hero" is going to be in collaboration with **Meijer Store**. Meijer has agreed to generously donate enough funds to allow the children of Swartz Creek Schools to shop with a Police Officer or Firefighter on **December 16th 2014 at 6:30 pm** at the Swartz Creek Meijer store.

This Year we will have approximately **30 kids** that will be able to shop with a hero on December 16th. They will get their assigned Emergency personal and get a chance to sit down and enjoy dinner with a local hero. Because of the generosity of **Little Caesar's** and **Hungry Howie's** donating pizza to the program. They will get a chance to help their family and themselves for Christmas. Each student will get a **\$100.00 gift card**.

This year we are going to also give away approx. **10 gift baskets** to 10 more family other than the shop with the hero group.

Local students and families are selected by the Swartz Creek School staff based on good behavior, and a need around the holidays.

Meijer has generously donated wrapping paper and items to have our wonderful role models from the Swartz Creek" Peers Who Care" program wrap the gift before the students leave for the evening.

This will be our 2nd annual Swartz Creek Meijer "Shop with Hero" program. The Swartz Creek Police Department looks forward to working with Meijer, and appreciates their generosity and support of our community projects.

Respectfully,

A handwritten signature in black ink, appearing to read "Officer Kenneth Szmansky". The signature is written in a cursive style and is positioned to the right of the word "Respectfully,".

Officer Kenneth Szmansky

12/01/2014

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 11/01/2014 - 11/30/2014

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
11/05/2014	39706	U. S. POST OFFICE	POSTAGE FOR NEWSLETTER NOV 2014	580.72
11/06/2014	39707	ALLIE BROTHERS INC	COLLAR BRASS/NAME TAG/WHISTLE CHAIN CLOL NAME TAGS/BRACKROG/MCKINZIE	31.90 <u>27.90</u>
				59.80
11/06/2014	39708	ARROW UNIFORM RENTAL	MATS, SUPPLIES UNIFORMS, MATS, SUPPLIES, ENV.	32.85 <u>99.11</u>
				131.96
11/06/2014	39709	BRADYS BUSINESS SYSTEMS	COPY MACH MAINT AGREEMENT 10/15-11/14/14	70.87
11/06/2014	39710	BS & A SOFTWARE	MR/TAX ANNUAL MAINT 11/1/14-11/1/15	1,549.00
11/06/2014	39711	CONSUMERS ENERGY	10/1-10/31/14 4524 MORRISH RD	44.17
11/06/2014	39712	CONSUMERS ENERGY	10/2-10/30/14 5121 E 5121 MORRISH RD	239.36
11/06/2014	39713	CONSUMERS ENERGY	10/2-10/30/14 A 5257 WINSHALL DR	22.64
11/06/2014	39714	CONSUMERS ENERGY	10/2-10/30/14 A 5361 WINSHALL DR	22.64
11/06/2014	39715	CONSUMERS ENERGY	10/2-10/30/14 A WINSHALL RESTROOMS	26.50
11/06/2014	39716	CONSUMERS ENERGY	10/2-10/30/14 E 8011 MILLER RD	22.64
11/06/2014	39717	CONSUMERS ENERGY	10/3-10/31/14 A 8059 FORTINO DR	66.64
11/06/2014	39718	CONSUMERS ENERGY	10/3-10/30/14 E 8083 CIVIC DR	662.27
11/06/2014	39719	CONSUMERS ENERGY	10/3-10/30/14 E 8095 CIVIC DR	893.33
11/06/2014	39720	CONSUMERS ENERGY	10/3-10/31/14 A 8100 CIVIC DR	899.35
11/06/2014	39721	CONSUMERS ENERGY	10/3-10/31/14 A 8301 CAPPY LN	178.86
11/06/2014	39722	CONSUMERS ENERGY	10/2-10/30/14 A 8499 MILLER RD	23.45
11/06/2014	39723	CONSUMERS ENERGY	10/1-10/29/14 A 9099 MILLER RD	22.64
11/06/2014	39724	CONSUMERS ENERGY	10/1-10/31/14 ELMS PARKING LOT	29.67
11/06/2014	39725	CONSUMERS ENERGY	10/1-10/31/14 STREET LIGHTS	10,435.05
11/06/2014	39726	CONSUMERS ENERGY	10/1-10/31/14 SIRENS	28.83
11/06/2014	39727	CONSUMERS ENERGY	10/1-10/31/14 TRAFFIC LIGHTS	437.20
11/06/2014	39728	CREEK AUTO SERVICES LLC	LOF MONTHLY MAINT 13-384	37.95
11/06/2014	39729	DANIEL L RHANOR	REPAIR LIGHTS AT PUBLIC SAFETY & ELMS RD	1,025.00
11/06/2014	39730	DORNBOS SIGN & SAFETY INC	STREET NAME AND NO PARKING SIGNS AND POS	1,476.10
11/06/2014	39731	ELWOOD BEDELL	UB REFUND FOR 5061 MORRISH	112.56
11/06/2014	39732	FAMILY FARM AND HOME INC	CLAW HAMMER (2) RV ANTIFREEZE NUTS/BOLTS/WASHERS NUTS/BOLTS/WASHERS NUTS, BOLTS, WASHERS/COUPLER (2)/GLOVES PRUNING SEALER/NYLON ROPE TREE SPIKES/PRUNING SEALER	11.98 64.56 11.29 16.22 73.08 14.77 <u>42.96</u>
				234.86
11/06/2014	39733	FIDELITY SECURITY LIFE INSUR/EYEMED	NOV 2014 VISION - RETIREES (5)/COBRA (1)	32.88
11/06/2014	39734	GILL ROYS HARDWARE	LOPPING SHEAR ANTI-BACTERIAL SOAP FOAM EAR PLUGS M6 FURNACE FILTER NUTS, BOLTS, SCREWS/BRAILLE-NO SMOKING BRAILLE-NO SMOKING SIGN GALV COUPLING/BLACK PIPE	32.99 9.95 19.99 18.36 15.59 11.99 8.12

CAP CONNECTOR (1 BOX)	7.59
AEROSOL LUBRICANT/4 PK AA BATTERIES	14.98
PIPE	8.58
TOILET BOWL CLEANER (2)	5.18
SAFETY HASPS (2)	11.18
KEY PUBLIC SAFETY BLDG (4)	7.56
TREE & SHRUB SPIKES	49.95
70W SODIUM BULB (3)	77.97
BATTERIES	3.99
BATTERIES	17.98
KEY CUT	1.89
ANTIBACTERIAL SOAP (4)/DISH SOAP	9.95
8 PK AA BATTERIES	8.99
OCTOBER 2014 DISCOUNT	<u>(33.10)</u>

309.68

11/06/2014	39735	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND COMPL	285.00
11/06/2014	39736	INTEGRITY BUSINESS SOLUTIONS	STAMP FOR FRONT DESK	37.15
11/06/2014	39737	JEFF PINKSTON PC	IKE'S FOOD K-9	60.42
11/06/2014	39738	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	780.00
11/06/2014	39739	KNAPHEIDE TRUCK EQUIPMENT	ROUND AMBER LIGHT(4)/WORK LIGHT (2)/OVAL	96.37
11/06/2014	39740	LETAVIS ENTERPRISES INC.	VEH. WASHES-JUNE, JULY, AUG, SEPT 2014	668.25
11/06/2014	39741	MAGEN ARNOLD	UB REFUND FOR 7455 WADE	49.73
11/06/2014	39742	MICHIGAN PIPE AND VALVE	REPAIR CLAMP (2)	699.12
11/06/2014	39743	MID-AMERICAN SUPPLY COMPANY	YOUTH POLICE BADGE STICKERS	622.48
11/06/2014	39744	RON SCHULTZ	BATHROOM FAN FOR LIBRARY	137.40
11/06/2014	39745	ROWE PROFESSIONAL SERVICES CO	ELMS PARK RENOVATION	321.00
11/06/2014	39746	ROWE PROFESSIONAL SERVICES CO	ASSET MANAGEMENT AND CAPITAL IMPROVEMENT	2,000.00
11/06/2014	39747	ROWE PROFESSIONAL SERVICES CO	MDEQ SCRAP TIRE GRANT	496.00
11/06/2014	39748	STATE OF MICHIGAN	ASSESSOR CERT RENEWAL/A. ZETTEL	175.00
11/06/2014	39749	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	128.00
11/06/2014	39750	SWARTZ CREEK SCHOOLS	10 CASES OF COPY PAPER	249.30
11/06/2014	39751	VILLAGE CLEANERS	UNIFORM CLEANING	152.25
11/06/2014	39752	WOODS COLLISION	REPAIR REAR BUMPER 12-144	117.05
11/06/2014	39753	WORK AREA PROTECTION CORPORATION	REPAIR MOTHER BOARD RADAR TRAILER	199.97
11/13/2014	39754	A+ SUPPLY CO INC	LIGHT BULBS (30)	93.30
11/13/2014	39755	ACE-SAGINAW PAVING COMPANY	COLD PATCH	860.20
11/13/2014	39756	ADS PLUS PRINTING LLC	NOV 2014 NEWSLETTER	1,080.37
11/13/2014	39757	AMERICAN MESSAGING	NOV 2014 8108332563 8108331159	24.88
11/13/2014	39758	AMERICAN SEWER CLEANERS	REPAIR SEWER 7399 MILLER	85.00

11/13/2014	39759	ARROW UNIFORM RENTAL	MATS, SUPPLIES	32.85
			UNIFORMS, MATS, SUPPLIES, ENV.	<u>84.52</u>

117.37

11/13/2014	39760	CONSUMERS ENERGY	10/7-11/3/14 A 6425 MILLER PARK&RIDE	76.39
11/13/2014	39761	CONSUMERS ENERGY	10/7-11/3/14 E 4125 ELMS RD	27.45
11/13/2014	39762	CONSUMERS ENERGY	10/7-11/3/14 ADJ 4125 ELMS RD PAVILION	24.51

11/13/2014	39763	DONALD KORTH	POLICE PHONE ISSUE/MUNDY POLICE COMPUTER	150.00
			REBUILD LAPTOP D. PINKSTON	<u>150.00</u>

300.00

11/13/2014	39764	DOUGLAS F SHERMAN	FACADE IMPROVEMENT PROGRAM	5,000.00
11/13/2014	39765	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00

11/13/2014	39766	GEN CTY ROAD COMMISSION	STREET SIGNS	422.38
			SEPT 2014 S-MTCE & OPERATIONS	<u>226.36</u>

				648.74
11/13/2014	39767	GENESEE CTY DRAIN COMMISSIONER	MISS DIG MAY-OCT 2014	236.00
11/13/2014	39768	GREGORY R CRUTHERS	ANNUAL MAINT 11/3/14-11/3/15	250.00
11/13/2014	39769	KCI	PRE PAID POSTAGE FOR TAX BILLS	660.06
11/13/2014	39770	KLEE MFG & DIST	FLAGS FOR VETERANS MEMORIAL (7)	387.00
11/13/2014	39771	MICH ASSOC MUNICIPAL CLERKS	RENEWAL MEMB 2015 AGUILAR/KORTH	90.00
11/13/2014	39772	MICHIGAN METER TECHNOLOGY GRP. INC	R900 METERS (6)/REGSTR SEAL (50)/WASHERS	1,095.72
11/13/2014	39773	MICHIGAN MUNICIPAL LEAGUE	CDL DRIVERS FEE (4) 1/1-12/31/15	280.00
11/13/2014	39774	MICHIGAN PIPE AND VALVE	2 SQUARE OPERATING NUT (4)	105.29
11/13/2014	39775	RICHARD ABRAMS	SMALL CITIES MTG 11/5/14 DINNER/MILEAGE	23.90
11/13/2014	39776	SIMEN FIGURA & PARKER PLC	OCT 2014 GENERAL/TRAFFIC/ORDIN	3,862.50
11/13/2014	39777	STATE OF MICHIGAN-DEQ WTR	MS4 PERMIT APP WORKSHOP SVRCEK 12/8/14	45.00
11/13/2014	39778	SUPER FLITE OIL CO INC	10/1-10/31/14 FUEL USAGE - DPS	1,301.03
11/13/2014	39779	SUPER FLITE OIL CO INC	10/1-10/31/14 FUEL USAGE - POLICE	2,014.09
11/13/2014	39780	SWARTZ CREEK AREA FIRE DEPT.	OCT 2014 MONTHLY RUNS	1,251.41
11/13/2014	39781	THOMPSON SERVICE	TIRE REPAIR/BACKHOE	20.00
11/13/2014	39782	VERIZON WIRELESS	OCT 2014 MONTHLY INVOICE	1,183.00
11/13/2014	39783	VIEW NEWSPAPER GROUP	PART TIME ADMIN ASSISTANT POSITIONS	42.30
11/13/2014	39784	WOODSIDE BUILDERS INC	BALANCE DEMO WORK/TWO RESIDENTIAL BLDG	1,126.00
11/20/2014	39785	ALLIE BROTHERS INC	3 L/S SHIRTS, 3 S/S SHIRTS BADE	264.46
11/20/2014	39786	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	84.52
			MATS, SUPPLIES	32.85
				<u>117.37</u>
11/20/2014	39787	BLUE CARE NETWORK-EAST MI	DEC 2014 RETIREE MEDICAL INS KELLY	706.62
			DEC 2014 RETIREE MED INS O'BRIEN	1,239.83
			DEC 2014 RETIREE MED INS PETRUCHA	1,479.62
			DEC 2014 RETIREE MED INS SHANNON	748.01
			DEC 2014 RETIREE MED INS CLOLINGER	1,263.44
			DEC 2014 COBRA INS C. BUECHE	695.07
				<u>6,132.59</u>
11/20/2014	39788	C & H CONSTRUCTION CO INC	REPAIR SANITARY SEWER 7399 MILLER/WATERM	1,118.25
11/20/2014	39789	CITY OF SWARTZ CREEK	REIMB PETTY CASH	171.78
11/20/2014	39790	CREEK AUTO SERVICES LLC	MONTHLY MAINT LOF 09-226	34.95
			MONTHLY MAINT LOF 13-384	34.95
			MONTHLY MAINT LOF 05-649	34.95
				<u>104.85</u>
11/20/2014	39791	DELTA DENTAL PLAN	DEC 2014 DENTAL - RETIREES (6)/C. BUECHE	481.31
11/20/2014	39792	DENNIS MITCHELL	TREE REMOVAL (7)	2,200.00
11/20/2014	39793	DONALD KORTH	SET UP NEW USERS/SET UP POLICE	300.00
11/20/2014	39794	EDWARD & DONNA SUMBERA	SUMMER 2014 TAX OVER 58-30-651-022	14.61
11/20/2014	39795	GENESEE CTY DRAIN COMMISSIONER	9/26-10/26/14 COMM/READY TO SERVE	97,611.43
11/20/2014	39796	GENESEE CTY DRAIN COMMISSIONER	COMM PUBLIC WATER SUPPLY ANNUAL FEE	2,916.46
11/20/2014	39797	GRAINGER	CORDLESS IMPACT WRENCH	149.00
			CORDLESS IMPACT WRENCH	99.00
			RETURN CORDLESS WRENCH	(149.00)
				<u>99.00</u>
11/20/2014	39798	INTEGRITY BUSINESS SOLUTIONS	OFFICE SUPPLIES	389.87
11/20/2014	39799	JOHNS TRUCK SERVICE	REPAIR TAIL LIGHT	167.40
11/20/2014	39800	KLEE MFG & DIST	FLAGS (2)/CITY HALL	174.40

11/20/2014	39801	L E O R T C	FALL 2014 LED TRAINING	789.92
11/20/2014	39802	LANDMARK APPRAISAL CO	NOV 2014 ASSESSOR SERVICES OCT 1 2014-JU	2,370.48
11/20/2014	39803	MCLAREN MEDICAL MANAGEMENT INC	PHYSICAL EXAM MIKE BRACKROG	146.00
11/20/2014	39804	MICHAEL R SHUMAKER	SEPT-OCT RETIREE MEDICAL	444.00
11/20/2014	39805	MICHIGAN ASSESSORS ASSOCIATION	MEMBERSHIP DUES 2015 ZETTEL	75.00
11/20/2014	39806	NATIONAL PATENT ANALYTICAL SYS	MX12 MAINT. AGREEMENT/DATAMASTER	1,040.00
11/20/2014	39807	PITNEY BOWES INC.	RENTAL CHARGES 8/30/-11/30/14	158.34
11/20/2014	39808	PUMMELL BUSINESS FORMS INC	WATER BILLS (10,000)	424.56
11/20/2014	39809	QUICKTROPHY LLC	ADVANCE FOR NAME PLATE WALL MOUNT (J MAR	25.47
11/20/2014	39810	SALLY M ADAMS	JUNE - DEC 2014 REIMB RETIREE MEDICAL	1,332.00
11/20/2014	39811	THOMAS SVRCEK	WHITE LUMINARY BAGS/TEALIGHT CANDLES (50	110.97
11/20/2014	39812	UNUM LIFE INSURANCE	DEC 2014 RETIREE LIFE INS SHANNON/CLOLIN	18.63
			NOV 2014 BILL ADJ RETIREE LIFE INS CLOLI	8.28
				<u>26.91</u>
11/20/2014	39813	VILLAGE CLEANERS	UNIFORM CLEANING	211.25
11/20/2014	39814	WOODS COLLISION	REMOVE REAR TAIL PIPE COVERS 13-384	50.00
				<u>261.25</u>
GEN TOTALS:				
Total of 109 Disbursements:				<u>168,736.30</u>

SCPD200 Ticket Ledger Report
 11/1/2014 12:00:00 AM - 11/30/2014
 12:00:00 AM

Citation No	Citation Date Time	Location	Offense
10376	11/8/2014	Worcester	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10377	11/8/2014	Worcester	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10378	11/8/2014	Jennie	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10379	11/9/2014	Parkridge	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10380	11/9/2014	Don Shenk	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10381	11/10/2014	Greenleaf	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10382	11/10/2014	Greenleaf	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10383	11/22/2014	Durwood	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10384	11/23/2014	Worcester	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10520	11/3/2014	Frederick	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10521	11/4/2014	Worcester	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10523	11/5/2014	4000 Blk Morrish	
			8291 - 54003 - Traffic - Parked in Handicap Space
10524	11/7/2014	Don Shenk	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10525	11/7/2014	Wade	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
1183720	11/20/2014	I-69 At Miller	
			8275 - 54003 - Traffic - Driver License Law Violations

1269823	11/24/2014	8197 Miller Rd	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
1269888	11/7/2014	Morrish Near Apple Crk	
			8280 - 54003 - Traffic - No Proof of Insurance
1269891	11/26/2014	Miller Near Morrish	
			8280 - 54003 - Traffic - No Proof of Insurance
1269922	11/11/2014	Morrish Near Mary	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
			8280 - 54003 - Traffic - No Proof of Insurance
1269923	11/25/2014	Elms Near Miller	
			8280 - 54003 - Traffic - No Proof of Insurance
			8231 - 54003 - Traffic - Defective/Improper/No Headlights
1269924	11/29/2014	Miller Near Holland	
			8231 - 54003 - Traffic - Defective/Improper/No Headlights
1269925	11/29/2014	Miller Near School St	
			8280 - 54003 - Traffic - No Proof of Insurance
1270087	11/4/2014	Miller Near Fairchild	
			8080 - 54003 - Traffic - Following Too Closely
1270088	11/7/2014	Miller Near Fairchild	
			8280 - 54003 - Traffic - No Proof of Insurance
1270089	11/9/2014	I-69 Near Morrish	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1270090	11/9/2014	I-69 Near Morrish	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1270091	11/14/2014	Elms Near Bristol	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1270092	11/17/2014	Fortino Near Morrish	
			8277 - 54003 - Traffic - Registration Law Violations
1270093	11/22/2014	Miller Near Tallmadge	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)

Total Tickets **29**

Total Offenses **31**

**SWARTZ CREEK POLICE DEPARTMENT
MOTOR POOL RENTAL HOURS
NOVEMBER 2014**

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	13	0	0	0
#05-649	58	0	0	0
#12-144	198	15	0	0
#09-401	0	0	105	0
#13-384	464	11	0	0
#09-226	114	11	0	3
#10-161	64	8	0	0
TOTAL	911	45	105	3

300 Uniform Crime Report

2014

Offense	November	LAST November	To Date
2602 - Fraud - Swindle	0	0	1
7070 - Runaway	0	0	1
5012 - Probation Violation	0	0	1
2202 - Burglary - Forced Entry - Residence	0	0	1
2202 - Burglary - Forced Entry - Residence	0	0	1
9944 - 98008 - Inspections/Investigations - Lost and Found Prop	0	0	1
1313 - Assault and Battery/Simple Assault	0	0	1
8275 - 54003 - Traffic - Driver License Law Violations	0	0	1
5570 - 55000 - Persons under 18 years of age in Possession or Use of Tobacco Products	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	1	0	1
2902 - Damage to Property - Private Property	0	0	1
9943 - 98007 - Inspections/Investigations - Suspicious Situations	0	0	1
3598 - Narcotic Drugs, Fraudulent Procurement of	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	0	0	1
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	1	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	1	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	0	0	1
3078 - Retail Fraud Theft 3rd Degree	0	0	1
2207 - Burglary - Banking Type Institution	0	0	2
2406 - Possess/Receive Stolen Vehicle/Parts	0	0	2
9910 - 93001 - Traffic, Non-Criminal - Accident	0	0	1
9944 - 98008 - Inspections/Investigations - Lost and Found Prop	1	0	1
3078 - 30002 - Retail Fraud Theft 3rd Degree	0	0	1
9942 - 98006 - Inspections/Investigations - Family Trouble	1	0	1
9018 - K9 Search	0	0	1
4196 - 41002 - Liquor Violation - Minor in Possession - Consume or Purchase Attempts	0	0	1
5570 - 55000 - Persons under 18 years of age in Possession or Use of Tobacco Products	0	0	1
2399 - Larceny (Other)	0	0	1
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	0	0	1
2902 - Damage to Property - Private Property	0	0	1
8275 - 54003 - Traffic - Driver License Law Violations	0	0	1
9947 - 99002 - Miscellaneous - Natural Death	0	0	1

9910 - 93001 - Traffic, Non-Criminal - Accident	1	0	1
3074 - Retail Fraud Theft 2nd Degree	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	1	0	1
2202 - 22001 - Burglary - Forced Entry - Residence	0	0	1
3078 - Retail Fraud Theft 3rd Degree	0	0	1
3560 - Marijuana - Sell	0	0	1
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	0	0	1
8013 - 54001 - Motor Vehicle Accident - Failed to Report Accident	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	1	0	1
3074 - 30002 - Retail Fraud Theft 2nd Degree	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	1	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	1	0	1
2605 - Illegal Use of Credit Card	0	0	1
3074 - 30002 - Retail Fraud Theft 2nd Degree	0	0	1
9954 - 99009 - Miscellaneous - Non-Criminal	0	0	1
5312 - Disturbing the Peace	0	0	1
2502 - Forgery of Other Object	0	0	1
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	0	0	1
2202 - 22001 - Burglary - Forced Entry - Residence	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	1	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	0	0	1
1399 - 13002 - Assault (Other)	0	0	1
5202 - Concealed Weapons - Carrying Concealed	0	0	1
1313 - 13001 - Assault and Battery/Simple Assault	0	0	1
8011 - 54001 - Motor Vehicle Accident - Failed to Stop and Identify	1	0	1
1313 - 13001 - Assault and Battery/Simple Assault	0	0	1
8011 - Motor Vehicle Accident - Failed to Stop and Identify	0	0	1
2203 - Burglary - Forced Entry - Non-Residence	0	0	2
3560 - Marijuana - Sell	0	0	2
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	1	0	1
1313 - 13001 - Assault and Battery/Simple Assault	1	0	1
9943 - 98007 - Inspections/Investigations - Suspicious Situations	0	0	1
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	0	0	2
8940 - 89004 - Warrants - Corporate Summons	0	0	2
8013 - 54001 - Motor Vehicle Accident - Failed to Report Accident	1	0	1
9906 - 92002 - Civil Custodies - Incapacitation	0	0	1

9910 - 93001 - Traffic, Non-Criminal - Accident	1	0	1
8011 - 54001 - Motor Vehicle Accident - Failed to Stop and Identify	1	0	1
4802 - Obstruct Criminal Investigation	0	0	1
3073 - Retail Fraud Theft 1st Degree	0	0	1
2202 - Burglary - Forced Entry - Residence	0	0	3
1313 - Assault and Battery/Simple Assault	0	0	3
8940 - 89004 - Warrants - Corporate Summons	0	0	3
9018 - K9 Search	0	0	1
2308 - Larceny - From Building (Includes library, office used by public, etc)	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	0	0	1
9953 - 99008 - Miscellaneous - General Assistance	0	0	1
8277 - 54003 - Traffic - Registration Law Violations	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	0	0	1
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	0	0	1
2902 - 29000 - Damage to Property - Private Property	0	0	1
9945 - 98009 - Inspections/Investigations - Drug Overdose	1	0	1
5015 - Failure to Appear	0	0	1
2799 - 27000 - Embezzlement (Other)	0	0	1
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	1	0	1
7070 - Runaway	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	0	0	1
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	0	0	1
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	0	0	1
2309 - 23007 - Larceny - From Yards (Grounds surrounding a building)	1	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	0	0	1
3072 - Retail Fraud Misrepresentation 2nd Degree	0	0	1
9954 - 99009 - Miscellaneous - Non-Criminal	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	1	0	1
9947 - 99002 - Miscellaneous - Natural Death	0	0	1
3074 - 30002 - Retail Fraud Theft 2nd Degree	0	0	1
2308 - 23003 - Larceny - From Building (Includes library, office used by public, etc)	0	0	2
1316 - 13003 - Intimidation	0	0	2
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	1	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	1	0	1
5006 - Obstructing Justice	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	1	0	1

9018 - K9 Search	0	0	1
9947 - 99002 - Miscellaneous - Natural Death	0	0	1
2308 - 23003 - Larceny - From Building (Includes library, office used by public, etc)	1	0	1
2902 - 29000 - Damage to Property - Private Property	0	0	1
3076 - Retail Fraud Refund/Exchange 2nd Degree	0	0	1
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	0	0	1
5006 - Obstructing Justice	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	0	0	1
2901 - Damage to Property - Business Property	0	0	1
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	0	0	1
8275 - 54003 - Traffic - Driver License Law Violations	0	0	1
9018 - K9 Search	0	0	1
9018 - K9 Search	0	0	1
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	0	0	1
5707 - Trespass (Other)	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	1	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	0	0	1
3079 - Retail Fraud Refund/Exchange 3rd Degree	0	0	1
4898 - 48000 - Obstruct Police and/or Fireman	1	0	1
8275 - 54003 - Traffic - Driver License Law Violations	0	0	1
8271 - 54003 - Traffic - No Operators License	0	0	1
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	0	0	1
9954 - 99009 - Miscellaneous - Non-Criminal	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	1	0	1
2902 - Damage to Property - Private Property	0	0	1
9944 - 98008 - Inspections/Investigations - Lost and Found Prop	0	0	1
9908 - 92004 - Civil Custodies - Insanity	0	0	1
9947 - 99002 - Miscellaneous - Natural Death	1	0	1
4196 - 41002 - Liquor Violation - Minor in Possession - Consume or Purchase Attempts	0	0	1
2304 - Larceny - Parts and Accessories from Vehicle	0	0	1
2207 - Burglary - Banking Type Institution	0	0	2
2406 - Possess/Receive Stolen Vehicle/Parts	0	0	2
2308 - 23003 - Larceny - From Building (Includes library, office used by public, etc)	1	0	1
1313 - 13001 - Assault and Battery/Simple Assault	1	0	1
5311 - 53001 - Disorderly Conduct	0	0	1
1301 - Aggravated/Felonious Assault - Family - Gun	0	0	1
8011 - Motor Vehicle Accident - Failed to Stop and Identify	0	0	1

3074 - Retail Fraud Theft 2nd Degree	0	0	1
3562 - 35001 - Marijuana - Possess	1	0	1
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	0	0	1
9947 - 99002 - Miscellaneous - Natural Death	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	1	0	1
3563 - Marijuana - Producing	0	0	1
8275 - 54003 - Traffic - Driver License Law Violations	0	0	1
3074 - Retail Fraud Theft 2nd Degree	0	0	1
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	0	0	1
5393 - Disorderly Conduct (Other)	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	1	0	1
2699 - Fraud (Other)	0	0	1
3073 - Retail Fraud Theft 1st Degree	0	0	1
2604 - Fraud - Impersonation	0	0	1
9954 - 99009 - Miscellaneous - Non-Criminal	0	0	1
2379 - Larceny of Gasoline, Self-Service Station	0	0	1
9948 - 99003 - Miscellaneous - Missing Persons	0	0	1
5006 - 50000 - Obstructing Justice	1	0	1
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	0	0	1
3078 - 30002 - Retail Fraud Theft 3rd Degree	1	0	1
2604 - 26003 - Fraud - Impersonation	1	0	1
9954 - 99009 - Miscellaneous - Non-Criminal	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	1	0	1
2902 - 29000 - Damage to Property - Private Property	0	0	1
9946 - 99001 - Miscellaneous - Suicide	0	0	0
9910 - 93001 - Traffic, Non-Criminal - Accident	1	0	1
3073 - Retail Fraud Theft 1st Degree	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	1	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	0	0	1
5570 - 55000 - Persons under 18 years of age in Possession or Use of Tobacco Products	1	0	1
5015 - 50000 - Failure to Appear	0	0	2
8270 - 54003 - Traffic - Driving on Susp/Revoked/Denied License (Serious Inj)	0	0	2
9954 - 99009 - Miscellaneous - Non-Criminal	0	0	1
2804 - Stolen Property - Possessing	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	0	0	1
9945 - 98009 - Inspections/Investigations - Drug Overdose	0	0	1
8275 - 54003 - Traffic - Driver License Law Violations	0	0	1

5015 - Failure to Appear	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	1	0	1
5311 - Disorderly Conduct	0	0	1
2304 - Larceny - Parts and Accessories from Vehicle	0	0	1
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	0	0	1
2902 - Damage to Property - Private Property	0	0	1
9954 - 99009 - Miscellaneous - Non-Criminal	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	1	0	1
3075 - Retail Fraud Refund/Exchange 1st Degree	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	0	0	1
9910 - 93001 - Traffic, Non-Criminal - Accident	0	0	1
9946 - 99001 - Miscellaneous - Suicide	0	0	1

City of Swartz Creek Building Permit List

2014

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
Building							
PB1400065	11/04/14	Roof One LLC	(248) 322 1000	58-03-533-060	\$5,875	5254 GREENLEAF DR	48473-Roofing
PB1400066	11/04/14	ALEXANDER, BRIAN & BR		58-36-300-001	\$2,300	4525 RAUBINGER RD	48473-Roofing
PB1400068	11/14/14	WOODS & SONS INVESTM		58-01-502-076	\$4,000	7509 MILLER RD	48473 Com Add/Alter/Repair
PB1400069	11/25/14	THD At-Home Services, Inc.	(734) 246 3955	58-02-503-094	\$2,519	5163 WINSHALL DR	48473- Window Replacement
PB1400070	11/25/14	WILSON, ROBERT & CARO		58-35-776-006	\$7,128	6 BROOKFIELD	48473- Res Garage detached

Total: 5 Permits Value: \$21,822 Fee Total: \$595.00 Total Number of Dwelling Units 0

Electrical

PE1400063	11/03/14	Oak Electric Service	(248) 623 4900	58-36-651-195	\$0	4273 SPRINGBROOK DR	48473-Electrical
PE1400064	11/04/14	Martin Electric Co	(810) 720 1911	58-03-400-010	\$0	5448 SEYMOUR RD	48473-Electrical
PE1400065	11/04/14	Hinterman Electric Inc	(810) 234 7141	58-36-676-008	\$0	4346 MAYA LN	48473-Electrical
PE1400066	11/05/14	Creative Electrical Solutions	(810) 730 2671	58-36-651-135	\$0	4277 CHAPEL LN	48473-Electrical
PE1400067	11/20/14	Molina Energy	(810) 653 6261	58-02-526-028	\$0	8215 MILLER RD	48473-Electrical
PE1400068	11/25/14	WILSON, ROBERT & CARO		58-35-776-006	\$0	6 BROOKFIELD	48473-Electrical

Total: 6 Permits Value: \$0 Fee Total: \$660.00 Total Number of Dwelling Units 0

Mechanical

PM1400087	11/03/14	Oak Electric Service	(248) 623 4900	58-36-651-195	\$0	4273 SPRINGBROOK DR	48473-Mechanical
PM1400088	11/03/14	Blessing Co.	(810) 694 4861	58-36-651-192	\$0	4265 SPRINGBROOK DR	48473-Mechanical
PM1400089	11/05/14	Thomas Albright & Assoc Inc	(810) 659 7884	58-36-651-135	\$0	4277 CHAPEL LN	48473-Mechanical
PM1400090	11/05/14	Worthing Plumbing LLC	(810) 577 8414	58-36-676-008	\$0	4346 MAYA LN	48473-Mechanical

City of Swartz Creek Building Permit List

2014

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
PM140091	11/12/14	Blessing Co.	(810) 694 4861	58-36-651-218	\$0	7350 CROSSCREEK DR48473-	Mechanical
PM140092	11/13/14	Terry Allen Plbg & Htg Co	(810) 232 8270	58-36-651-110	\$0	7473 SPRINGBROOK CT48473-	Mechanical
PM140093	11/17/14	Sherman Heating & Cooling	(810) 630 6032	58-36-676-059	\$0	7204 LINDSEY DR 48473	Mechanical
PM140094	11/24/14	Blessing Co.	(810) 694 4861	58-36-651-160	\$0	7396 CROSSCREEK DR48473-	Mechanical
Total: 8 Permits					Value: \$0	Fee Total: \$1,265.00	Total Number of Dwelling Units 0

Zoning

PZ14-0020	11/14/14	WOODS & SONS INVESTM		58-01-502-076	\$0	7509 MILLER RD	48473 Sign
Total: 1 Permits					Value: \$0	Fee Total: \$100.00	Total Number of Dwelling Units 0

Permit Total: 20 **Value: \$21,822** **Fee Total: \$2,620.00**

Permit Date Issued Between 11/1/2014 12:00:00 AM AND 11/30/2014 12:00:00 AM

Enforcements By Category

12/02/14

BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E14-121	5366 WINSALL DR	Violation	11/12/14	
Total Entries: 1				

BUILDING VIOLATIONS

Enforcement Number	Address	Status	Filed	Closed
E14-119	7509 MILLER RD	Closed	11/03/14	11/19/14
E14-120	4525 RAUBINGER RD	Closed	11/04/14	11/04/14
E14-122	5410 DON SHENK DR	Violation	11/25/14	
Total Entries: 3				

Total Records: 4

Population: All Records
 Enforcement: Date Filed Between 11/1/2014 12:00:00 AM AND 11/30/2014 12:

Inspection List

12/02/14

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
5184 BIRCHCREST DR City Council Packet	58-03-531-120	Status	11/04/2014	11/04/2014	No Change	Marty Johnson
5020 FORD ST	58-02-528-009	Status	11/04/2014	11/04/2014	No Change	Marty Johnson
7509 MILLER RD	58-01-502-076	Code	11/04/2014	11/04/2014	Violation(s)	Marty Johnson
525 RAUBINGER RD	58-36-300-001	Site Inspection	11/04/2014	11/04/2014	Complied	Marty Johnson
7240 LINDSEY DR	58-36-676-056	Backfill-Reinspectio	11/04/2014	11/04/2014	Approved	Marty Johnson
4056 ELMS RD	58-36-526-070	Status	11/05/2014	11/06/2014	No Change	Marty Johnson
8103 MILLER RD	58-02-528-002	Status	11/05/2014	11/06/2014	No Change	Marty Johnson
8103 CRAPO ST	58-02-530-042	Status	11/05/2014	11/06/2014	No Change	Marty Johnson
6104 MILLER RD	58-31-526-008	Status	11/05/2014	11/06/2014	Complied	Marty Johnson
6060 BRISTOL RD	58-29-300-007	Footing-Concrete	11/05/2014	11/05/2014	Approved	Marty Johnson
7286 MILLER RD	58-36-578-003	Final	11/05/2014	11/05/2014	Approved	Leon Buning
7286 MILLER RD	58-36-578-003	Final	11/06/2014	11/06/2014	Approved	Bob Davis
8103 CRAPO ST	58-02-530-042	Letter	11/06/2014	11/06/2014	Violation(s)	Tara Ford
8103 MILLER RD	58-02-528-002	Letter	11/06/2014	11/06/2014	Violation(s)	Tara Ford
4056 ELMS RD	58-36-526-070	Letter	11/06/2014	11/06/2014	Violation(s)	Tara Ford
7286 MILLER RD	58-36-578-003	Final	11/06/2014	11/13/2014	Approved	Bob Davis
4346 MAYA LN	58-36-676-008	Final	11/11/2014	11/11/2014	Approved	Bob Davis
7230 LINDSEY DR	58-36-676-057	In Wall-Bathroom i	11/11/2014	11/11/2014	Approved	Bob Davis
4278 MORRISH RD	58-35-576-019	Citation	11/12/2014	11/12/2014	Complied	Marty Johnson
7103 MILLER RD	58-36-577-017	Status	11/12/2014	11/12/2014	No Change	Marty Johnson
5157 MORRISH RD	58-01-100-013	Status	11/12/2014	11/12/2014	No Change	Marty Johnson
509 MILLER RD	58-01-502-076	Status	11/12/2014	11/12/2014	Partially Complied	Marty Johnson
5059 JILL MARIE LN	58-03-534-015	Final	11/12/2014	11/12/2014	Approved	Leon Buning
4586 SPRINGBROOK DR	58-36-651-125	Final	11/12/2014	11/12/2014	Approved	Leon Buning
4591 SPRINGBROOK DR	58-36-651-105	Final	11/12/2014	11/12/2014	Approved	Leon Buning
4277 CHAPEL LN	58-36-651-135	Final	11/12/2014	11/12/2014	Approved	Leon Buning
5366 WINSHALL DR	58-02-553-001	Code	11/12/2014	11/13/2014	Violation(s)	Marty Johnson

Inspection List

12/02/14

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
7103 MILLER RD	58-36-577-017	Letter	11/12/2014	11/12/2014	Violation(s)	Tara Ford
4277 CHAPEL LN	58-36-651-135	Final	11/13/2014	11/13/2014	Approved	Bob Davis
7391 SPRINGBROOK DR	58-36-651-105	Final	11/13/2014	11/13/2014	Approved	Bob Davis
7386 SPRINGBROOK DR	58-36-651-125	Final	11/13/2014	11/13/2014	Approved	Bob Davis
7286 MILLER RD	58-36-578-003	Final	11/13/2014	11/13/2014	Approved	Marty Johnson
7204 LINDSEY DR	58-36-676-059	Rough	11/17/2014	11/17/2014	Approved	Leon Buning
5366 WINSHALL DR	58-02-553-001	Letter	11/17/2014	11/17/2014	Violation(s)	Tara Ford
7240 LINDSEY DR	58-36-676-056	Footing-Garage	11/17/2014	11/17/2014	Approved	Marty Johnson
7139 MILLER RD	58-36-577-019	Status	11/19/2014	11/19/2014	Complied	Marty Johnson
8103 CRAPO ST	58-02-530-042	Citation	11/19/2014	11/19/2014	Partially Complied	Marty Johnson
8103 MILLER RD	58-02-528-002	Citation	11/19/2014	11/19/2014	No Change	Marty Johnson
4056 ELMS RD	58-36-526-070	Citation	11/19/2014	11/19/2014	Canceled	Marty Johnson
7509 MILLER RD	58-01-502-076	Status	11/19/2014	11/19/2014	Complied	Marty Johnson
4525 RAUBINGER RD	58-36-300-001	Final	11/19/2014	11/19/2014	Approved	Marty Johnson
8215 MILLER RD	58-02-526-028	Service	11/20/2014	11/21/2014	Approved	Leon Buning
7204 LINDSEY DR	58-36-676-059	Rough	11/24/2014	11/29/2014	Approved	Bob Davis
9206 JILL MARIE LN	58-03-534-040	Status	11/24/2014	11/24/2014	Canceled	Marty Johnson
7204 LINDSEY DR	58-36-676-059	Rough	11/24/2014	11/24/2014	Approved	Marty Johnson
7361 CROSSCREEK DR	58-36-651-237	Final	11/25/2014	11/25/2014	Approved	Leon Buning
7361 CROSSCREEK DR	58-36-651-237	Final	11/25/2014	11/29/2014	Approved	Bob Davis
5410 DON SHENK DR	58-03-579-002	Posting	11/26/2014	11/26/2014	Violation(s)	Marty Johnson

Inspections: 48

Population: All Records

Inspection.DateTimeScheduled Between 11/1/2014 12:00:00 AM AND 11/30/2014 12:00:00 AM



Consumers light audit

Kalamazoo Customer Service Center

2500 East Cork Street, Kalamazoo, MI 49001 • (800) 477-5050 • Facsimile (269) 337-2321

November 1, 2014

Adam Zettel
City of Swartz Creek
8083 Civic Dr
Swartz Creek, MI 48473

Attn: Adam Zettel

Consumers Energy has conducted a survey of street lights in City of Swartz Creek. The outcome of the survey recognized a discrepancy in the current street light billing and the actual quantity in the field. The discrepancy of company owned street lights billed under the General Unmetered Lighting (GUL) rate are as follows.

Table with 8 columns: Type of Light, Watts, Existing Bill, New Bill, Difference, Outdoor Lighting (Add/In, Remove/Out), Total. Rows include Mercury Vapor and High Pressure Sodium with various wattage and billing values.

The billing of General Unmetered Lighting street lights in City of Swartz Creek will reflect the above changes. The financial impact of an overbilling allowed by the Michigan Public Service Commission is a refund up to three years with 7% interest. Consumers Energy will provide the refund as a credit to the street light bill for City of Swartz Creek.

Total amount of overcharge: \$ 55,473.76
Total interest on overcharge: \$ 6,511.57
Total amount to be refunded: \$ 61,985.33

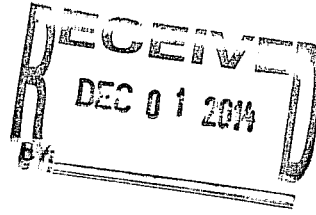
Approved By: _____
Jean L. Kang
Business and Operations Support Manager
Consumers Energy



Kalamazoo Customer Service Center

2500 East Cork Street, Kalamazoo, MI 49001 • (800) 477-5050 • Facsimile (269) 337-2458

November 14, 2014



Adam Zettel
City of Swartz Creek
8083 Civic Dr
Swartz Creek, MI 48473

Attn: Adam Zettel

The street light survey for the City of Swartz Creek has been completed. Enclosed you will find the Standard Lighting Contract (Company Owned) and the final survey maps. Please review and return the signed street light contract to Consumers Energy in the envelope provided. The final survey maps are for the City of Swartz Creek files.

Thank you for your time and your patience as together, we worked through the survey results. If you have any additional questions or concerns, please call Tami Opalek at (517) 740-4279.

Thank You,

Tami Opalek
Statewide Street Light Team
517-740-4279
tami.opalek@cmsenergy.com



**STANDARD LIGHTING CONTRACT
(COMPANY OWNED) FORM 548**

Contract Number: 100000431294

Notification Number: 1020982323

Part I

Effective date of agreement: 11/1/2014

Company:
CONSUMERS ENERGY COMPANY

A Michigan Corporation
ONE ENERGY PLAZA
JACKSON, MI 49201-2357

Customer: Swartz Creek

Customer Type: City

County: Genesee

ZIP Code: 48473

Lighting Type: General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Initial Term: 1 year(s) beginning with the Effective Date of Agreement stated above.

Part II

TERMS AND CONDITIONS, is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS.

CONSUMERS ENERGY

Customer: Swartz Creek

Customer Type: City

CE Representative Signature:

Customer Representative Signature:

CE Representative Name:

Print Name: _____

Title: _____

CE Representative Title:

Clerk Attest: _____

Standard Lighting Contract Terms and Conditions

1. The Company agrees to furnish the Customer with lighting service respecting the luminaires, lamps and other equipment constituting the installation(s) listed in Part I and also to furnish lighting service respecting any additional luminaires, lamps and other equipment to be installed hereunder as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract, attached to and made a part of this Agreement as Form 547.

AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING CONTRACT (COMPANY-OWNED)

Consumers Energy Company is authorized as of _____ by the _____ to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the _____ of _____, dated _____.

Lighting Type: _____
 Select: _____
 Notification Number: _____
 Construction Work Order Number: _____

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract shall remain in full force and effect.

By: _____ its _____

This Agreement may be executed and delivered in counterparts, including by electronic or an electronic transmission in the form of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be signed and stored electronically and executed as well as in any proceeding as if original business records. The parties will object to the admissibility of such one as evidence in any proceeding as soon as a record of having been stored electronically.

Form 547 03-2014 Page 1 of 2

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the _____ of _____, dated _____, in accordance with the Authorization for Change in Standard Lighting Contract as set forth herein and hereby authorized to and considered by the _____ Commission Council Board .

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the _____ of _____, dated _____.

STATE OF MICHIGAN
 COUNTY OF _____

I, _____, Clerk of the _____, do hereby certify that the foregoing resolution was duly adopted by the _____ at the meeting held on _____.

Date: _____ Municipal Customer Type: _____

GENERAL SERVICE UNMETERED LIGHTING RATE GUL UNPLACED HIGH INTENSITY DISCHARGE

Number of Luminaire	Actual	Fixture	Fixture	Height	Location	Location GIS
Luminaire Type	Watts	Type	Style	Removal		
_____	_____	_____	_____	_____	_____	_____

GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GUL-XL

Number of Luminaire	Nominal	Fixture	Fixture	Height	Location	Location GIS
Luminaire Type	Watts	Type	Style	Removal		
_____	_____	_____	_____	_____	_____	_____

Submit

Form 547 03-2014 Page 2 of 2

2. The Company's service lines necessary to supply the energy for said lighting equipment shall be constructed in the public streets and highways of the Customer, or on private property, as mutually agreed between the Company and the Customer. In cases where such lines are to be constructed upon private property, the Customer shall obtain and furnish to the Company adequate written easements granting permission to install and maintain such lines.
3. Neither party shall be liable to the other for damages for any act, omission or circumstance occasioned by or in consequence of any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or by any other cause or causes beyond such party's control, including any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party hereto; provided, however, that the Company's responsibility for interruptions in service, phase failure or reversal, or variations in the service characteristics shall be as provided in the Company's Electric Rate Book as filed with and approved by the Michigan Public Service Commission and such amendments thereof as may be filed with and approved by the Michigan Public Service Commission from time to time. A copy of said Electric Rate Book will be furnished to the Customer upon request.
4. The Customer shall pay the Company for the lighting service herein provided for in accordance with the Company's applicable lighting rate, and in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time
5. The Company shall render to the Customer, as soon as possible after the first day of each month, a bill for all lighting service furnished hereunder during the preceding month. Such bills shall be due and payable within twenty-one days after their issuance
6. The Company agrees to furnish a service for lighting and the Customer agrees to take service for lighting in accordance with the terms and conditions of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission.

7. Further, the Company will, under the terms and conditions hereof and of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL and such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time and at such locations as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract (Form 547), relocate any lighting equipment which is included in the initial Company-owned installation or in the additional Company-owned lighting equipment identified in Part I, provided that:
 - a. Upon relocation of any of such lighting equipment, the Customer shall reimburse the Company for the Company's actual costs of such relocation regardless of the time period that such equipment has been installed, and
 - b. The relocated equipment shall conform with the provisions in such application rates
8. In addition, the Company will, upon termination of this Agreement by the Customer or breach of this Agreement by the Customer resulting in termination of this Agreement, remove all of the aforesaid Company-owned lighting equipment which is then installed and not thereupon covered by another lighting contract. Upon removal of all of such lighting equipment, upon termination of this Agreement as aforesaid, the Customer shall reimburse the Company for the Company's actual costs of removing such equipment regardless of the time period that such equipment has been installed. The Company reserves the right to require special contractual arrangements respecting the replacement of any of the Company-owned lighting equipment or the removal thereof prior to the termination of this Agreement.
9. This Agreement shall become effective on the Effective Date of Agreement identified in Part I and shall continue in effect for an initial term as stated in Part I and from year to year thereafter until terminated by mutual consent or upon twelve months written notice given by either party to the other. This Agreement, when effective, shall supersede all existing contracts with relation to the lighting service herein provided for.
10. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.
11. Additional Items:
None

Part III

RESOLUTION

RESOLVED, that it is hereby deemed advisable to enter into a contract with Consumers Energy Company of Jackson, Michigan, for furnishing lighting service within the City of Swartz Creek for a period of 1 year(s) and thereafter from year to year, in accordance with the terms of the contract heretofore submitted to and considered by this commission council board; and

RESOLVED, further, that the _____ and the Clerk be and are authorized and directed to execute such contract on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Genesee

I, _____, Clerk of the City of Swartz Creek, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type:City

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
1	<u>250</u>	<u>HPS</u>				W Miller Rd 3rd light west of Natalie Dr (S side of Miller)
1	<u>250</u>	<u>HPS</u>				W Miller Rd 2nd light west of Natalie Dr (S side of Miller)
1	<u>250</u>	<u>HPS</u>				W Miller Rd 1st light west of Natalie Dr (S side of Miller)
1	<u>250</u>	<u>HPS</u>				West Miller Rd at Natalie Dr (S side of Miller)
1	<u>250</u>	<u>HPS</u>				W Miller Rd 1st light east of Natalie Dr (S side of Miller)
1	<u>250</u>	<u>HPS</u>				W Miller Rd at Seymour Rd (south-east corner)
1	<u>250</u>	<u>HPS</u>				W Miller Rd 1st light east of Seymour Rd
1	<u>250</u>	<u>HPS</u>				W Miller Rd 2nd light east of Seymour Rd
1	<u>250</u>	<u>HPS</u>				W Miller Rd 3rd light east of Seymour Rd
1	<u>250</u>	<u>HPS</u>				W Miller Rd 4th light east of Seymour Rd
1	<u>250</u>	<u>HPS</u>				W Miller Rd 5th light east of Seymour Rd
1	<u>250</u>	<u>HPS</u>				W Miller Rd 6th light east of Seymour Rd
1	<u>250</u>	<u>HPS</u>				W Miller Rd 1st light west of Seymour Dr
1	<u>250</u>	<u>HPS</u>				W Miller Rd at Seymour Dr (south side of intersection)
1	<u>175</u>	<u>MV</u>				Bristol Rd 1st light east of Morrish Rd
1	<u>150</u>	<u>HPS</u>				Bristol Rd 2nd light east of Morrish Rd
1	<u>150</u>	<u>HPS</u>				Bristol Rd 3rd light east of Morrish Rd
1	<u>150</u>	<u>HPS</u>				Bristol Rd 4th light east of Morrish Rd
1	<u>150</u>	<u>HPS</u>				Bristol Rd 5th light east of Morrish Rd
1	<u>250</u>	<u>HPS</u>				Bristol Rd 1st light east of Fairway Dr
1	<u>150</u>	<u>HPS</u>				Bristol Rd 2nd light east of Fairway Dr
1	<u>175</u>	<u>MV</u>				Bristol Rd at Jennie Ln (N side of Bristol Rd)
1	City Council Packet	<u>MV</u>		159		December 8, 2014

				Bristol Rd 1st light east of Jennie Ln (N side of Bristol Rd)
1	<u>175</u>	<u>MV</u>		Bristol Rd 2nd light east of Jennie Ln (N side of Bristol Rd)
1	<u>100</u>	<u>HPS</u>		Bristol Rd 1st light west of Elms Rd
1	<u>175</u>	<u>MV</u>		Bristol Rd at Elms Rd
1	<u>175</u>	<u>MV</u>		Elms Rd 1st light north of Bristol Rd
1	<u>175</u>	<u>MV</u>		Elms Rd 2nd light north of Bristol Rd
1	<u>100</u>	<u>HPS</u>		Elms Rd 3rd light north of Bristol Rd
1	<u>175</u>	<u>MV</u>		Elms Rd 4th light north of Bristol Rd
1	<u>175</u>	<u>MV</u>		Elms Rd 5th light north of Bristol Rd
1	<u>175</u>	<u>MV</u>		Elms Rd 6th light north of Bristol Rd
1	<u>175</u>	<u>MV</u>		Elms Rd 7th light north of Bristol Rd
1	<u>175</u>	<u>MV</u>		Elms Rd 8th light north of Bristol Rd
1	<u>100</u>	<u>HPS</u>		Elms Rd 9th light north of Bristol Rd
1	<u>250</u>	<u>HPS</u>		Miller Rd at Dye Rd (south west corner)
1	<u>250</u>	<u>HPS</u>		Miller Rd 1st light west of Dye Rd (N side of Miller)
1	<u>175</u>	<u>MV</u>		S Elms Rd 1st light north of Canary Ave
1	<u>100</u>	<u>HPS</u>		South Valley Dr at S Elms Rd
1	<u>175</u>	<u>MV</u>		Morrish Rd 3rd light south of RR tracks
1	<u>175</u>	<u>MV</u>		Morrish Rd 2nd light south of RR tracks
1	<u>175</u>	<u>MV</u>		Hill Rd at Cardigan Dr
133	<u>175</u>	<u>MV</u>		See maps attached
38	<u>250</u>	<u>MV</u>		See maps attached
20	<u>400</u>	<u>MV</u>		See maps attached
209	<u>100</u>	<u>HPS</u>		See maps attached
7	<u>150</u>	<u>HPS</u>		See maps attached
93	<u>250</u>	<u>HPS</u>		See maps attached

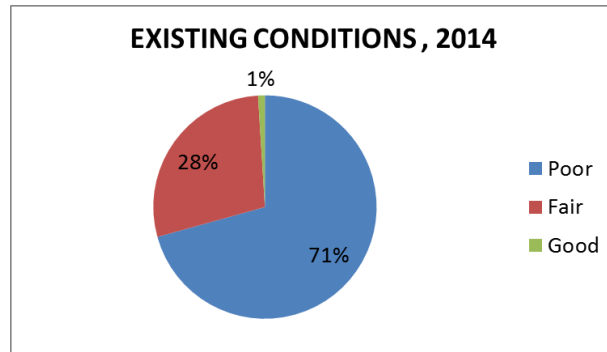
Comments:

Line 1-42 represent the light on or near the City borders.

ASSET MANAGEMENT FOR CITY STREET NETWORK

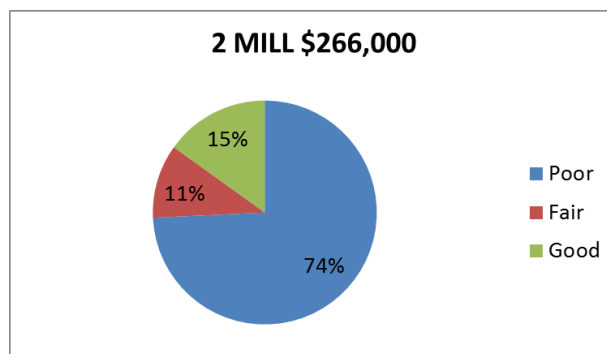
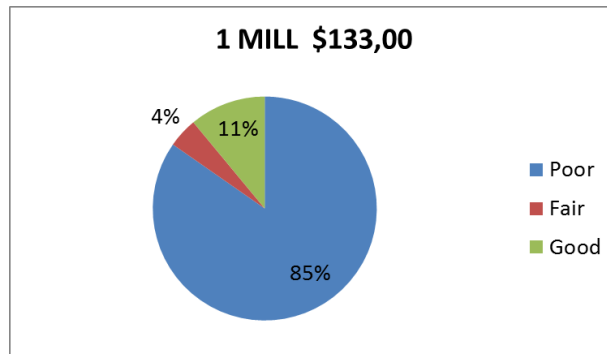
EXISTING STREET CONDITIONS

The street network has been rated and the overall conditions are summarized below:

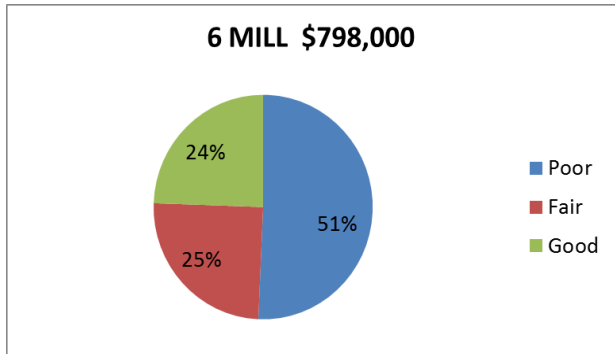
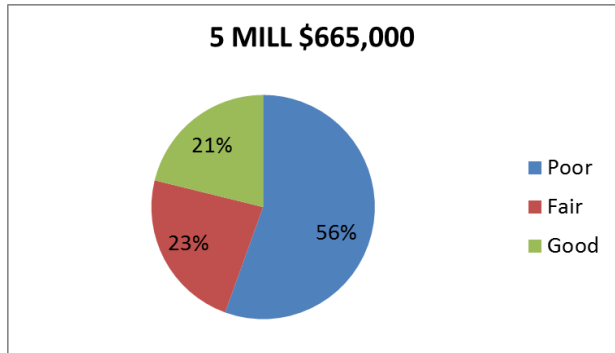
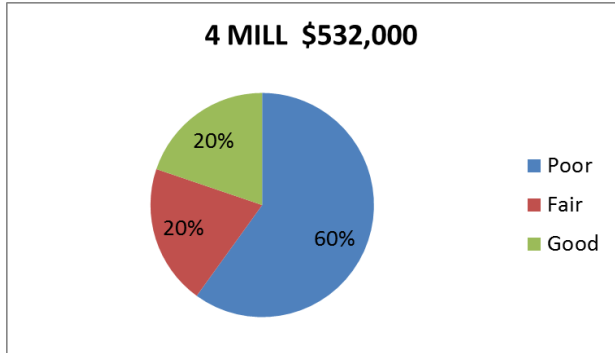
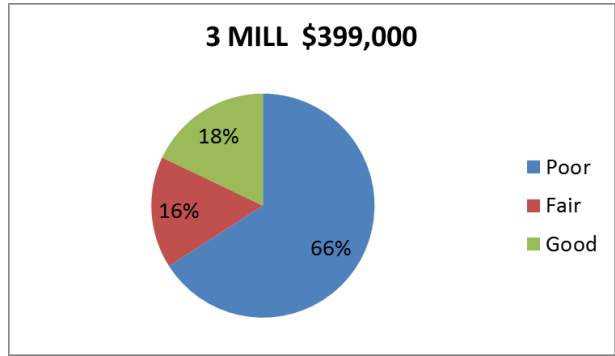


FINANCIAL STRATEGY

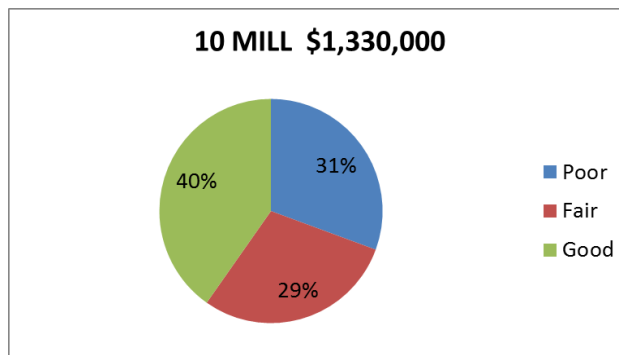
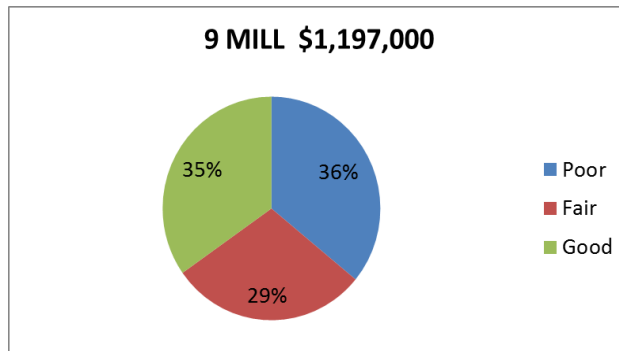
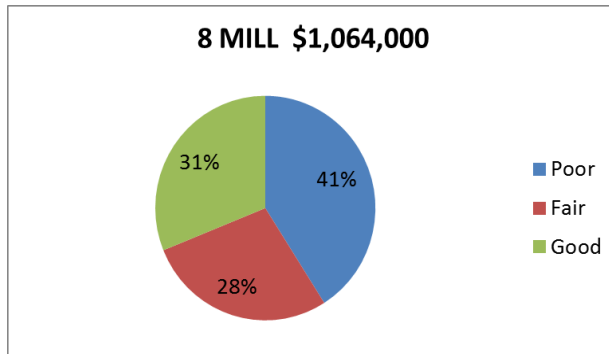
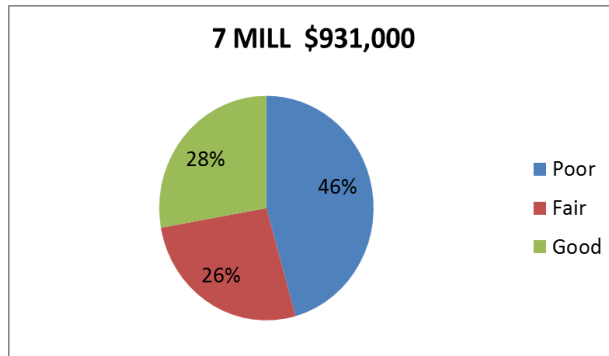
The following graphs show the impact of various annual investment levels after a period of 20 years.



ASSET MANAGEMENT FOR CITY STREET NETWORK



ASSET MANAGEMENT FOR CITY STREET NETWORK



Sample Street Tax Payment Amounts

Levy Impacts on Homes	1 mil (\$133k/yr)		2 mil (\$266k/yr)		3 mil (\$399k/yr)	
	Month	Year	Month	Year	Month	Year
Home Value \$70,000 (\$35,000 taxable)	\$2.92	\$35.00	\$5.83	\$70.00	\$8.75	\$105.00
Home Value \$100,000 (\$50,000 taxable)	\$4.17	\$50.00	\$8.33	\$100.00	\$12.50	\$150.00
Home Value \$150,000 (\$75,000 taxable)	\$6.25	\$75.00	\$12.50	\$150.00	\$18.75	\$225.00

Levy Impacts on Homes	4 mil (\$532k/yr)		5 mil (\$665k/yr)		6 mil (\$798k/yr)	
	Month	Year	Month	Year	Month	Year
Home Value \$70,000 (\$35,000 taxable)	\$11.67	\$140.00	\$14.58	\$175.00	\$17.50	\$210.00
Home Value \$100,000 (\$50,000 taxable)	\$16.67	\$200.00	\$20.83	\$250.00	\$25.00	\$300.00
Home Value \$150,000 (\$75,000 taxable)	\$25.00	\$300.00	\$31.25	\$375.00	\$37.50	\$450.00

Levy Impacts on Homes	7 mil (\$931k/yr)		8 mil (\$1.064M/yr)		9 mil (\$1.197M/yr)	
	Month	Year	Month	Year	Month	Year
Home Value \$70,000 (\$35,000 taxable)	\$20.42	\$245.00	\$23.33	\$280.00	\$26.25	\$315.00
Home Value \$100,000 (\$50,000 taxable)	\$29.17	\$350.00	\$33.33	\$400.00	\$37.50	\$450.00
Home Value \$150,000 (\$75,000 taxable)	\$43.75	\$525.00	\$50.00	\$600.00	\$56.25	\$675.00

Levy Impacts on Homes	10 mil (\$1.33M/yr)	
	Month	Year
Home Value \$70,000 (\$35,000 taxable)	\$29.17	\$350.00
Home Value \$100,000 (\$50,000 taxable)	\$41.67	\$500.00
Home Value \$150,000 (\$75,000 taxable)	\$62.50	\$750.00

4-Dec-14