

**City of Swartz Creek
AGENDA**

Regular Council Meeting, Monday, April 24, 2017, 7:00 P.M.

Paul D. Bueche Municipal 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 April 10, 2017 MOTION Pg. 21
5. **APPROVE AGENDA:**
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
6A. City Manager's Report MOTION Pg. 2
6B. Street/Water Bond Bid Information Pg. 30
6C. Daval Drive Preliminary Engineering Proposal (Business Item) Pg. 46
6D. Liquiforce Unit Price Extension Offer (Business Item) Pg. 48
6E. 2017 Sewer Rehabilitation Plan & Map (Business Item) Pg. 49
6F. Radar Feedback Sign Sample (Business Item) Pg. 51
6G. 2017 Preliminary Special Assessment List (Business Item) Pg. 53
6H. Consumers Street Light Amendment Contract (Business Item) Pg. 54
6I. Park Plan Update Proposal (Business Item) Pg. 70
6J. Miller and Morrish Signal Upgrade Information Pg. 76
6K. Revenue Sharing Loss: 2002-2016 Pg. 77
6L. March Budget Report Pg. 78
6M. Salt Quote (Business Item) Pg. 80
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. Daval Drive Preliminary Engineering RESO Pg. 14
8B. Sewer Rehabilitation Unit Cost Extension RESO Pg. 15
8C. Sewer Rehabilitation Project Appropriation & Award RESO Pg. 16
8D. 2017 Special Assessment List RESO Pg. 17
8E. Radar Feedback Signs DISC
8F. Consumers Street Light Contract Amendment RESO Pg. 18
8G. Park Plan Update Proposal RESO Pg. 18
8H. Salt Unit Price Approval RESO Pg. 19
8I. Downtown Development Authority Appointment RESO Pg. 20
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

Next Month Calendar

Police Authority:	Wednesday, April 26, 2017, 10:00 a.m., Mundy Township
Planning Commission:	Tuesday, May 2, 2017, 7:00 p.m., PDBMB
Park Board:	Wednesday, May 3, 2017, 6:00 p.m., PDBMB
City Council:	Monday, May 8, 2017, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, May 11, 2017, 6:00 p.m., PDBMB
Fire Board:	Monday, May 15, 2017, 6:00 p.m., Public Safety Building
Zoning Board of Appeals:	Wednesday, May 17, 2017, 6:00 p.m., PDBMB
City Council:	Monday, May 22, 2017, 7:00 p.m., PDBMB

City of Swartz Creek
CITY MANAGER'S REPORT
 Regular Council Meeting of Monday, April 24, 2017 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: April 20, 2017

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

- ✓ **TAXABLE VALUES & OUTSTANDING APPEALS** *(No Change of Status)*
 The taxable value of the city (prior to our board of review and closure of appeal filing) is up by \$2,109,710 or 1.5%. This increase will be reflected in the July 1, 2017 – June 30, 2018 budget. This is phenomenal, relatively speaking. The downside is that appeals are still pending and can be filed to reduce this, perhaps even into negative territory. It is further depressing because this 1.5% growth reflects many new homes, the assisted living, and relatively strong property value increases. Our community is looking at a good year, but cities are still losing the war on keeping revenue in line with inflation and service needs.

Concerning appeals, the city is preparing to do full appraisals on the Topvalco (Kroger) property and O'Reilly Auto Parts. These are newer submissions that will take some time to resolve themselves.

I expect a future negotiation for the office building, for which we are awaiting some market data (Huizinga Properties). A complete listing of outstanding appeals is as follows (note that the S.C. Mini Storage is also settled).

Year	Parcel #	docket	Owner	Petitioner's	Assessed	Taxable	Assessed	Taxable	Status
2015	58-02-200-029	15-002787	S.C. Mini Storage	Steve Johnson	765,300	765,300	550,000	550,000	stip pending
2016	58-02-200-029	15-002787	S.C. Mini Storage	Steve Johnson	861,000	859,495	550,000	550,000	
2016	58-31-626-002	16-001553	Huizinga Properties	Mark Pendery	131,800	131,800	85,000	85,000	answered 6/21/16
2016	58-36-576-012	16-002714	Topvalco/Kroger	H. Adam Cohen	2,239,700	2,044,916	1,100,000	1,100,000	answered 8/2/16
2016	58-31-551-006	16-003390	O'Reilly Auto Parts	Thomas Randle	523,900	453,942	150,000	150,000	answered

- ✓ **STREETS** *(See Individual Category)*
 - ✓ **MORRISH SIGNALS** *(Business Item)*
 There has been more concerns about the signal at Morrish and Miller Road. We had studied this intersection using the traffic engineers at OHM. Their report indicated that the level of service, overall, would not likely be improved with the addition of a dedicated left turn signal. However, I have followed up with them regarding this matter. A note from Mr. Harris with OHM is attached. From a practical standpoint, it appears cost may be a bigger barrier at this point. Please let me know if there are comments or if there is a collective desire to move forward with changes at this intersection.

In addition to Miller Road, there has been a desire by some in the community to re-engage the signal at Morrish Road at the raceway. Anecdotally, it appears this will help with vehicles exiting the interstate and turning left onto the interstate. We have made an inquiry to MDOT regarding this process. They have acknowledged our inquiry but they have not provided an answer. Please let me know if there is any objection to moving forward.

✓ **2017-2020 TRAFFIC IMPROVEMENT PROGRAM (TIP) (No Change of Status)**

The city has only one project slated for federal funding through the regional planning commission Traffic Improvement Program (TIP). Fairchild is to be designed in 2018 and constructed in 2019, which is the last year of the three year TIP cycle. After that, we hope that Miller, west of Morrish will be in the 2020-2022 cycle. Seymour is not on the radar at this point, though we may try to put it on the next cycle as well.

Listed below is the breakdown for Fairchild, including federal funding:

<u>Road</u>	<u>Point of Beginning</u>	<u>Point of End</u>	<u>Length (Miles)</u>	<u>Lanes</u>	<u>Lane Feet</u>	<u>Width (Feet)</u>	<u>ADT</u>	<u>Total Cost</u>	<u>Federal Match</u>	<u>Local Match</u>
Fairchild	Cappy	Miller	0.28	2	2956.8	44	2456	\$312,306	\$249,845	\$62,461

✓ **STREET PROJECT UPDATES (Business Item x2)**

This is a standing section of the report on the status of streets as it relates to our dedicated levy, 20 year plan, ongoing projects, state funding, and committee work. Information from previous reports can be found in prior city council packets.

As noted in the last report, **the street committee recommends that the city begin preliminary engineering for Daval Drive**, the only reconstruction project is left in the first phase of the twenty year plan. A resolution is included to accomplish this because the timeframe needed to complete preliminary engineering for a reconstruction is much longer than rehabilitation or preventative maintenance.

Note that the 2018 project list may still include some maintenance and rehabilitation projects. However, final pricing for the 2017 projects and potential unit costs for the 2018 projects are still too uncertain to solidify a project scope. The engineer believes we should have such information in late June. With that said, the committee would like the opportunity to meet on June 21st to use this information to make a final recommendation for the 2018 project scope. The resolution reflects this committee extension.

The Request for Proposals (RFP) for the bond were opened just after 1:00 p.m. on April 18, 2017. The results were very good! The low bid is offering a rate of 2.30%, with the expected rate being 2.75%. This bid will result in a savings of \$49,901.73 in interest over the life of the bond measure, as compared to the estimated rate. To move the process forward, I executed the Sale Order as directed by our bond counsel. This was expected within 24 hours of the bid. As directed by the bonding resolution, the Mayor, Clerk, and other authorized agents will move forward with the formal process so that funds are delivered timely for use with this year's projects. I have included the bids and Sale Order in the packet, as well as the final bond schedule.

To follow up with the LED/decorative lighting proposal that was tentatively approved at the last meeting, **Consumers Energy is proposing an Agreement for Modifications of Electric Facilities.** I have included this agreement, along with a resolution, in the packet. The total cost is \$54,815. The city shall be responsible for installing about 950 feet of conduit to complete the project. For this, we anticipate a change order with the street general contractor Glaeser Dawes. We expect the total costs to be under the allocated amount approved on April 10, 2017.

Concerning 2017 projects, forestry operations are underway in the reconstruction zone, and water main work is also expected to begin in April. The newsletter and direct mailer have been sent out. I am in the process of ordering onsite construction signs. We will keep the city council informed.

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

✓ **SEWER REHABILITATION PROGRAM** *(Business Item x2)*

Liqui-Force, Rowe PSC, and staff have met to go over 2017 projects. We have a scope of work that is recommended. It includes relining of existing lines and inspection of future project lines. I am attaching the master plan map and the list of projects that were priced for 2017. Due to budget constraints, we are limiting the scope to a few items instead of the entire suite of services.

Our plan is to assess the annual contribution to this program once the debt is paid off and a new baseline is established for operations under the new rates and lift station demands.

Before an award can be made, there is a resolution to extend the pricing offered by Liqui-Force Services (USA), Inc. Liqui-Force was selected as the contractor in 2008 after a comprehensive request for qualifications was performed by the city. The quality of their work is outstanding, and they enjoy the relationship that they have developed with the city and community. As they have in 2015, they are again willing to extend unit prices for us in order to continue with the sewer rehabilitation plan. We are very comfortable, as this will ensure ongoing quality work at 2008 prices.

✓ **KWA** *(Update)*

It appears that Flint will not be participating in the KWA after all. At a meeting with county officials on Wednesday, April 19th, we were informed that this should not impact our service or rates due to the nature of the arrangement that is being negotiated between the State of Michigan, Flint, and the Great Lakes Water Authority. For now, it appears Flint's debt will still be provided for by other parties, and service to the city could begin as early as October.

✓ **WATER LOSS** *(Business Item)*

The city has taken care of two of the three major leaks that were detected. Both of these leaks were private. One has been stopped, though the private hydrant in question still requires replacement. The other private leak, which was in a water service, has been repaired.

The major leak, which we hope explains much of our excess water loss is still evading crews as of writing this. The leak is still thought to be in the vicinity of Miller

and Elms Roads, emanating from the Miller Road 12" main. However, the leak was not only making its way into a 60" storm drain, but it appears to have been travelling through private communications conduit prior to reaching the storm. To make a long story short, we have requested follow-up services of the leak detection company to try to locate the source again without digging numerous holes.

We continue to work with the city's provider of meters, meter registers, and meter reading equipment on a meter and billing software audit. This process will help educate new staff and bridge the gap between meter function and administrative billing. With Amy Nichols departure from the city, we now have Jody Key in the driver's seat of the utility billing. I am pairing her up with our newest certified water system distribution operator, Rebecca Thiell, to develop a more thorough internal auditing program to find theft, faulty meters, improper billing, and leaks. These two will be able to share information and skills in such a way that compliments a full view of field operations and administrative billing. I expect to find many areas of loss and incorrect billing.

✓ **WATER MAIN REPLACEMENT** (*Update*)

As part of our long term effort to plan for water main replacement, the state is now requiring submission of an asset management plan for water systems. This is a good practice, but it is somewhat premature for us since we still have unknown revenue and expense matters to work around (water loss and KWA rates). We also need to ascertain water main replacement in tandem with the street replacement program, since these investments occur simultaneously. Since the street investment is also tied to uncertain future state road aid payments, we will face another unknown in our efforts to create a detailed program.

Despite these setbacks, we can proceed with the submission to the state. The city intends to use the Rural Water Program training as a means to have staff draft this plan. I will have more information about this soon. I don't expect to incur any additional expenses in addressing this asset management plan.

Regarding the practical needs to secure funding for our larger projects (Miller & Morrish, among others), Lou has put together some figures on our mid-term capital investment needs. It looks like we will need to spread this cost out over time and/or offset it if we are to be successful. As such, Mr. Svrcek and Mr. Fleury have been looking into the use of federal funds as a potential grant and lending source for water main. Because the life of these assets is so long and the cost so high, bonding or borrowing for their replacement is common. Lou feels we may be eligible for some grant funds.

Moving forward, we will begin exploring some of these options. Clio, Davision, and many other communities rely heavily on these programs when their infrastructure needs come due.

✓ **SHARED SERVICES, POLICE DEPARTMENTS** (*No Change of Status*)

The MERS agreements have been approved by both the city and township. It is clear that this was not a preferred arrangement. I am working with Mundy and the Authority to find relief from the retirement plan guarantees.

In other news, the Authority is looking to modify its leases with the city and township. I do not have any details yet on how this will impact budgets, services, hours of operation, or overall costs.

✓ **HERITAGE VACANT LOTS (Update)**

I met with the Heritage Village Homeowner Association Executive Board on April 18th. They are solidifying which developers they would like to see build in the subdivision, as well as terms by which they would undertake such construction. Once this is completed, the city will be in a position to negotiate sales and use terms in accordance with the city's land sale policy.

If negotiations meet the minimum objectives, sale instruments/agreements will be presented to the city council for review. If those are approved, a waiting period would commence that enables comment on the instruments. At that point, the city council would be presented with a final resolution to commence sales and enter into any other related agreements. The previous report follows:

The association is also requesting that proceeds beyond the city's investment be allocated and paid to the association in a manner reflecting the program executed with city-owned lots in Springbrook East.

I think this is a great plan. I believe the highest priority is ensuring the success of the Heritage Village development. New homes that complement the existing neighborhood will enable this. Relieving the city of these real estate assets will also limit our exposure to ongoing carrying cost, as well as to provide some new tax revenues. Lastly, the lot sales should be able to relieve some of the financial burden imposed upon the community by the road assessment that resulted from the housing crisis.

✓ **WINCHESTER WOODS LOTS (Update)**

The city has approved a proposal to begin a process that will ascertain feasibility and general costs to accomplish our storm management goals. Ironically, the engineer felt the area was too wet to access in mid-April to begin this process.

With the understanding that there is not a censuses on how to proceed, the city intends to mail impacted parties about the status of the situation. There is a clear intent to involve them in this process as it relates to what the goals are and how we can collectively accomplish them.

✓ **NEWSLETTER (Update)**

The newsletter should have been delivered. Let me know what you think.

✓ **SUNOCO (Business Item)**

The agreement has been approved and executed. Our next step will be to review a well restriction ordinance, with the expectation that it is to be approved in a form similar to that within the agreement.

We await word on the excavation, as well as payment.

- ✓ **ELMS PARK RENOVATIONS** *(No Change of Status)*
Per the Glaeser Dawes schedule, work in the park is expected to occur in August. The work should not have a large impact, but there will obviously be disruptions to traffic and some facilities as flatwork is installed.
- ✓ **WATER TOWER PAINTING** *(No Change of Status)*
The low bid by Fedewa for \$78,400 has been accepted, along with \$11,000 for construction engineering/inspections. I expect the contractor to begin when weather permits.

As far as the logo goes, this issue has been put to rest by a council vote. It would take action from the floor to reconsider.

- ✓ **TRAIL PLANNING CONCEPTS** *(No Change of Status)*
OHM has been investigating trail options. With some work complete, they will be meeting with staff on April 24 to give an update. I suspect they will look for park board, planning commission, and general input at some point. I will keep the council informed.
- ✓ **DISC GOLF CONCEPT** *(No Change of Status)*
Conceptual approval has been granted for a course in Winshall Park. With winter still raging (is it?), interest in fundraising has died down. I will keep the city council informed.
- ✓ **REDEVELOPMENT READY COMMUNITIES** *(No Change of Status)*
The resolution has been filed with the state, and staff is now working on the self-evaluation. I will keep the city council informed of the progress on this engagement. Note that many of our other efforts are directly related to our status with this program, such as the branding, online services, and communication plans.
- ✓ **MEDICAL MARIHUANA LAND USES** *(No Change of Status)*
A consulting company presented on the topic of medical marijuana land uses and their impacts in Michigan at the April 4, 2017 Planning Commission meeting. The meeting was well attended for planning commission standards, and the presentation was well received. No action was taken, but there appeared to be interest in considering an allowance for one or more of the state enabled land uses that were of the industrial or warehousing in nature (growing, processing, and testing).

Currently, the city has no zoning ordinances that enable any of the five state licensed facilities (growing, processing, testing, transport, and provisioning). This is within the city's rights to enable any, all, or none of these uses. Since no licenses can be granted until December of 2017, this is expected to be timely. I will keep the city council informed.

- ✓ **DEBT** *(Update)*
Since the last meeting, the only change to the following report is that Gaines Township IS going to participate in payoff of the Western Trunk Extension Bond. We await word from Clayton. Once we know what they are doing, we can get final numbers from Genesee County.

I previously eliminated the wall of text that occupied this space in previous packets. See the report from March 27, 2017 if you are interested in more details. In short, the city's existing debt is:

Sewer Western Trunk Extension:	<u>\$455,773</u> (May 1, 2017 estimate)
City Hall Construction:	<u>\$405,952.50</u> (March 2017 estimate)
General Fund:	\$162,381.00
Garbage Fund:	\$40,595.25
Water Fund:	\$101,488.12
Sewer Fund:	\$101,488.12
Pension Liability:	<u>\$1,598,420</u> (December 31, 2015)
AFSCME:	\$299,877
Police:	\$608,765
Supervisors:	\$689,778
Future Water/Street Bond:	<u>\$1,950,000</u>

The position of the city was that it wanted to pay off the debt for which there were savings available and for which the city would realize interest savings. This would work well for funds like sewer that had extra savings (fund balance) and no significant capital needs. Based upon this information, high priorities were the sewer debt and general fund pension liability. This is especially true given the transfer of the police officers to the Authority, for which this pension fund is now closed as it relates to the city.

I have just learned that the sewer debt that is attached with Clayton Township and Gaines Township CAN be paid off early. So while the townships have shown no interest in paying their debt off early, the city can do so. The county official that oversees this note is getting details on the payoff amount, potential fees, and required resolution language. With that said, I should have a proposal in front of the city council on this particular debt by the end of May. The estimated interest savings would be \$103,839.79.

The city hall debt is in its last five years. It might be worth paying off to save interest to the contributing funds. However, the general fund portion is sizable and the return on payoff would be much better in the pension, which is supposed to be building interest at 7.75% annually.

That leaves us with the pensions. These liabilities are the biggest and are 'losing' the most in interest by virtue of the opportunity costs related to their high yield rates. This means that we have savings in accounts accruing almost nothing when such savings could be paid into the pension plan and gaining about 7% a year. It is the equivalent of paying off a high interest credit card.

These liabilities are already accrued (owed for past service), and our funds are best placed here to gain value. Because all of the units are now closed, it also would

place the city in a position to put these 'legacy costs' behind us and allocate future budgets to current services instead of these retirement liabilities.

For the time being, there is not much we can do here. We await the 2016 actuarial report, which will indicate the new balances resulting from changes in calendar year 2016. Of which, there were some significant contributions and circumstantial changes which should improve the city's position.

✓ **SEE CLICK FIX (Update)**

Additional staff training is scheduled. There are two training installments that we desire to be completed before we open up a soft opening of the program.

We are very excited about how this could bring the community closer with common information sharing, efficient problem mitigation, and trust in governance. I will let the council know when the demo site is running, which should be within a month's time.

✓ **COMMUNITY DEVELOPMENT BLOCK GRANT (No Change of Status)**

We have \$12,000 set aside for demolition and another \$16,819 set aside from the Genesee County Home Program. As noted above, the CDBG agreement will not be available to sign until May (perhaps even August!), thereby delaying action on 5157 Morrish until at least that time, longer if we cannot release bids until the contract is signed. I am working with the new staff planner, Mr. David Yeoman, to see if we can bid the project before the contract is signed in order to save time. We are also checking into the possibility for reimbursement.

✓ **DOG PARK (No Change of Status)**

The Eagle Scout candidates are back on the case. I signed two beneficiary acknowledgment statements on March 31. One was for the enclosure and one was for the benches and related equipment. These statements acknowledge that the project can be done, that the city will be the recipient, and that excess proceeds would be granted to the city. More importantly, it means the scouts are proceeding with their plans!

✓ **FIVE YEAR PARK PLAN (Business Item)**

The five year park plan is due to expire at the beginning of 2018. This is a document that the state requires in order for the city to be eligible for grants and other assistance. This was crucial to the Recreation Passport Grant that was received for Elms Park. It will also be required for any Department of Natural Resources Trust Fund grants sought for potential trail improvements. The document has also been useful in guiding annual maintenance and improvements without engaging in a full planning process each year.

Since the last plan, there have been a number of unforeseen improvements and potential improvements that could also be reflected in the plan. These include the potential dog park, potential disc golf course, and potential recreational partnership with future owners of the raceway and vacant land by the Middle School.

Rowe Professional Services Company has created and updated this plan for decades. They also have been involved in our grant solicitations and construction projects, such as the Recreation Passport Grant. I have a proposal to update the plan from them in the amount of \$5,500.

I hate to spend resources on updating this document, but it is probably necessary to begin doing so this summer. The document changes could be minimal, reflecting our recent updates/investment and needs (trails among other needs). However, the changes are necessary and timing is crucial if we are to remain eligible for state grants that could help fund land acquisition, construction, and trails.

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

✓ **HOURS OF OPERATION (Update)**

The new hours will take effect on Monday, May 1. Let me know if you have any questions or comments.

✓ **MONTHLY REPORTS (Update)**

The March Budget Report is included for your reference.

✓ **REVENUE SHARING (Update)**

Each year, the Michigan Municipal League calculates the annual and collective losses that each community has experienced due to legislative adjustments in statutory revenue sharing. I have attached the latest report, which puts the city at a collective loss of over \$2,000,000 since 2002. At this point, we can see that the low point was 2011 with some initial gains. However, statutory revenue sharing is now flat and remains at about 20% of what it used to be. This trend and lack of substantial recovery is disturbing. Combined with Proposal A, changes to industrial personal property, tax appeals, and the Headlee Amendment, we can expect flat revenues indefinitely.

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

✓ **PLANNING COMMISSION (No Change of Status)**

The planning commission met on April 4th. They engaged in a presentation regarding medical marijuana land use (noted above). They also discussed administrative landscaping site plan changes to the assisted living and received updates on other city happenings. No actions were taken. The commission is scheduled to meet on Tuesday, May 2, 2017.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY (Update)**

The DDA's met on April 13th. They reviewed a couple proposals for the purpose of planning the Sunoco site, as well as one to engage in branding efforts. Though no proposals were approved by resolution, there was an intention to proceed. I expect them to formalize one or more of the proposals for services at their May meeting.

In addition, Mr. Gardner has resigned from the DDA Board. The Mayor is looking for a resident or business owner replacement.

The next meeting of the DDA is scheduled for May 11, 2017.

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

This board met on March 15th for their annual meeting. Mr. Packer was selected as Chair, Mr. Plumb was selected as Vice-Chair, and Mr. Smith was selected as the Secretary. No other business is conducted. Though no business is on the horizon, a training is expected this year.

✓ **PARKS AND RECREATION COMMISSION** *(No Change of Status)*

The park board met on April 5th. Their draft minutes are attached, which explain their activities in detail. The park board will be meeting again on May 3rd to continue planning events and going over improvement and maintenance matters.

One pressing matter is the tot lot fundraiser. April is a big month for this because **an anonymous donor indicated a match of up to \$6,500 for donations received in the month of April! If you were going to give to this, now is the time!**

The committee could also use help with the parade float for Hometown Days. Lend a hand or idea by contacting Councilmember Hicks.

Many volunteer groups are stepping up to work on parks this year!

The United Methodist Church on Miller Road is going to tackle staining the playscape this May! They plan to be there on Friday-Saturday (May 12-13) and Saturday-Sunday (May 20-21). They will be looking for help!

Cornerstone Baptist Church is going to be painting the structures in the Winshall Park tot lot.

The Art Guild is painting the historic swings from the Winshall tot lot.

Mr. Zuniga is leading an effort to rebuild the bleachers in Elms Park.

Mrs. Zuniga is offering a potential donation to Winshall Park in the form of a "Little Library".

Thanks to our community groups and citizens for the donations and time!

✓ **BOARD OF REVIEW** *(Update)*

The March Board of Review Sessions have concluded. There were twelve petitioners, two clerical issues, and five disabled veteran exemptions. With some petitioners filing multiple property petitions, the total impacted parcel count is thirty.

The next meeting of the BoR is scheduled for July 18, 2017.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **BUDGET AMENDMENTS AND FISCAL YEAR 2018 BUDGET** *(Update)*

Deanna is working diligently on the fiscal year 2018 budget. She has many changes in mind for this process moving forward. However, due to competing interests for her time, most of these will need to wait until next year. For now, she is working with pre-existing templates and existing information that will set us on course for next year. There is clearly a learning curve as she familiarizes herself with her predecessor's work. We also must contend with juggling the new police funding system, the city bond issue, the impact of the dynamic street schedule, and sewer bond status.

With that said, there will be a number of changes to the fiscal year 2018 budget when compared to the 2017 budget. However, the capital investment, debt, and transfer of police services notwithstanding, we do NOT expect substantial changes to our revenues, expenses, or ability to provide services. The timeline for our budget review is:

May 8, 2017: Initial review of budget and establishment of a public hearing

May 22, 2017: Second review of budget and public hearing

June 12, 2017: Third review and potential approval of budget

June 26, 2017: Optional fourth review and potential approval of budget

I intend to have the summary sheets included with the budget document again this year. As always, we have the opportunity to hold a special workshop session or informational session if the city council desires. Please contact me to perform a one-on-one regarding the budget with myself and/or Deanna.

✓ **RADAR FEEDBACK SIGNS** (*Business Item*)

As part of the traffic calming discussion, the street committee was introduced to radar feedback signs. I have included an example of one in the packet. These instruments range in price from \$2,500 to \$4,500 for solar powered fixtures. The committee feels this could be valuable as part of a community-wide program that engages in speed awareness. Given the popularity and noted effectiveness of our speed trailer in the past, I agree.

The committee recommended that the city council invest in six of these that could be strategically placed around the city and relocated from time to time. Please let me know what you think. This item is up for discussion only to see if there is interest in making this investment.

✓ **PRELIMINARY SPECIAL ASSESSMENTS** (*Business Item*)

Included with the packet is the list of all current special assessments in their initial state for the 2017 tax roll. Letters will be going out prior to May 1 notifying those with water/sewer/snow/weed/sidewalk invoices of the application of these debts to the tax roll if unpaid by May 31st. Some of these will likely be paid before that time but council will need to review the initial list of items for information purposes. A resolution to move this forward is included.

✓ **FIRE BOARD** (*Update*)

Contrary to popular belief, the relationship between the city and township is positive, and the staff of the governments do engage in regular communication. My understanding is that BOTH entities remain committed to the interlocal agreement

that enables collective fire service for Clayton and Swartz Creek. However, there are obvious cooperation issues being observed at the fire board level. After engaging leadership with the township, I believe the relationship can be mended and improved.

✓ **COMCAST FRANCHISE AGREEMENT (*Update*)**

The ten year Comcast Cable Franchise Agreement is due to expire this year. Though I have not received anything yet, I do expect to get something from them in late April or early May that I can bring back to the city council. They are the only provider of cable services in the city, and the current agreement does not provide for Public Access charges (PEG), but it does include a 5% fee, which is the statutory maximum. I have been working with them on some of our right-of-way co-location issues that involve multiple utility poles sharing space. We should be able to address ownership of these with this request coming.

✓ **ROAD SALT APPROPRIATION (*Business Item*)**

Genesee County, with whom we have a cooperative purchasing agreement, has negotiated another contract with the Detroit Salt Company for the procurement of road salt for the next season. The price will decrease from the current to \$59.33 per ton to \$53.40 per ton. It is good to see some savings here, especially considering the spike in prices from two years ago during a particularly heavy winter. During that time, prices for those without a contract approached \$100/ton.

The reason we choose to piggy-back with the county is because of their purchasing power. The cooperative bid includes nine different entities that use approximately 100,000 tons of salt each year collectively. Our city uses about 1,100 tons a year, and there is no practical way we could bid or negotiate such a deal on our own. A resolution is included that enables this purchase as a cooperative purchase.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY APPOINTMENT (*Business Item*)**

Mr. Rod Gardner has resigned from the DDA. His term runs through March 31, 2018. The Mayor is seeking affirmation of a downtown business owner and city resident, Nicole Labeau, for the remainder of this term. A resolution is included.

Council Questions, Inquiries, Requests, Comments, and Notes

Small Cities: Swartz Creek will host Small Cities on September 6th.

Street Signs: Decorative street signs are going up all over downtown! There are many compliments.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, April 24, 2017, 7:00 P.M.**

Resolution No. 170424-4A MINUTES – APRIL 10, 2017

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, APRIL 10, 2017, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170424-5A 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 April 24, 2017, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170424-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of April 24, 2017, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**Resolution No. 170424-8A RESOLUTION TO APPROVE 2018 STREET PROJECT
BID PROPOSAL**

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns, operates, and maintains a system of major streets, local streets, and water main, and

WHEREAS, the city has a twenty year asset management plan on file that is funded in part by a twenty year street levy, and

WHEREAS, this plan, which includes various levels of preventative maintenance, preservation, and reconstruction on city streets, as well as water main replacement, was assessed by the Street Project Selection Committee at its meeting on April 5, 2017, and

WHEREAS, the committee recommends seeking bids for a reconstruction project for completion in 2018 (year three), and

WHEREAS, such projects must be bid timely in order for construction to commence in 2018 with optimal pricing and the reconstruction portion requires much more lead time for preliminary engineering, and

WHEREAS, with preventative maintenance and rehabilitation projects have yet to be recommended by the Street Project Review Committee, due to uncertainties in the current contract for 2017 projects

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council affirms the recommendation of the Street Project Selection Committee to commence engineering work for the Daval Drive street and water main, a reconstruction project expected to cost \$960,000

BE IT FURTHER RESOLVED, that the City Council approves the engineering proposal by ROWE Professional Services Company, dated April 13, 2017, for an amount not to exceed \$62,380 for design and bidding services related to the above projects, with appropriations to be made to Fund 101 (General), Fund 202 (Major Streets), Fund 203 (Local Streets), Fund 204 (Municipal Streets) and Fund 590 (Water) as directed by the treasurer.

BE IT FURTHER RESOLVED, that the City Council directs the Mayor to execute said engineering proposal on behalf of the city.

BE IT FURTHER RESOLVED, that the City Council hereby extends the appointments and charge of the Street Project Review Committee through July 31, 2017 in order to make recommendations for additional 2018 street projects.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170424-8B

RESOLUTION EXTENDING UNIT PRICES FOR SEWER INSPECTION AND LINING PROJECTS

Motion by Councilmember: _____

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

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

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

WHEREAS, Liqui-Force and the city have previously agreed to extend the unit costs through June of 2017 for the purpose of completing work on the sanitary sewer system; and

WHEREAS, Liqui-Force has offered to further extend their unit costs through June 30 of 2019; and

WHEREAS, the city finds the value, quality, and predictability of the pricing for such services to be beneficial to the city.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby approves the extension of the unit costs and service affiliation, included other applicable terms and conditions of the original agreement for service, with Liqui-Force Services (USA) Inc., said pricing to be valid through June 30, 2019.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170424-8C

RESOLUTION TO APPROVE 2017 SEWER LINING PROJECTS

Motion by Councilmember: _____

WHEREAS, the city selected Liqui-Force Services (USA) Inc., to perform certain sewer inspections and repairs in 2008 based upon a competitive request-for-proposal process that included fixed unit costs for services; and

WHEREAS, based upon the quality and reliability of work performed, Liqui-Force has remained the city's contractor for these specialized services past the original 2012 term of the contract; and

WHEREAS, Liqui-Force has agreed to extend their unit costs through June of 2019 for the purpose of completing work on the sanitary sewer system; and

WHEREAS, the city council agreed to extend said units prices at their regular meeting on April 24, 2017; and

WHEREAS, additional sewer rehabilitation work has been identified by staff and the city engineer based upon 2015-2016 inspections and consultation with the 20 year sewer plan.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby approves the proposal and associated unit costs, in part, to perform rehabilitation on the sanitary sewer system as outlined for Chelmsford MH 180-184, as well as Valleyview MH 54 to MH 216 to MH 221, on the updated proposal dated April 17, 2017, in the amount of \$149,965, plus a 20% contingency, funds to be appropriated to the Sewer 591 fund.

BE IT FURTHER RESOLVED the City of Swartz Creek hereby approves the proposal and associated unit costs, in part, to perform inspection of the sanitary sewer system as outlined for Winshall Drive MH 1-12, on the updated proposal dated April 17, 2017, in the amount of \$25,753, plus a 20% contingency, funds to be appropriated to the Sewer 591 fund.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170424-8D RESOLUTION TO ASSESS DELINQUENT WATER, SEWER, WEEDS, SIDEWALKS, AND STREET IMPROVEMENTS

Motion by Councilmember: _____

WHEREAS, the city, by virtue of enforcing certain ordinances and charter provisions, incurs expenses related to the improvement, maintenance, and/or replacement of private and public property; and

WHEREAS, the city also provides utility services, of which some recipients of said services have outstanding and overdue balances related to the same; and

WHEREAS, the city's ordinances related to the provision of water and sewer services, as well as those pertaining to the maintenance of sidewalks and noxious weeds, provide for the collection of expenses and related fees; and

WHEREAS, such outstanding expenses, services charges, and fees are able to be assessed to real property per Chapter 10 of the City Charter.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek direct the Treasurer to prepare an audit of all outstanding debts owed to the City for delinquent water, sewer, mowing, sidewalk repairs, and sidewalk snow removal, and further, to cause such debts to be assessed against the property owner of record, in accordance with City Ordinance and State Statute, said debts to be placed against the summer 2017 tax collection roll.

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

Resolution No. 170424-8F RESOLUTION TO APPROVE CONSUMERS ENERGY LIGHTING CONTRACT ADDITION

Motion by Councilmember: _____

WHEREAS, the street lights in the city are owned and operated by Consumers Energy Company (CE), a Michigan utility with principle offices located at One Energy Plaza, Jackson MI, 49201; and

WHEREAS, CE is the sole provider of street lights, electrical delivery, and maintenance on said lights in the County of Genesee, including Swartz Creek City; and

WHEREAS, the operations and terms, including pricing, under which such services are delivered are regulated by the Michigan Public Service Commission; and

WHEREAS, CE supplies street lighting services to the city under a current standard street lighting contract which outlines specific fixture counts and types, said contract restated on November 1, 2014; and

WHEREAS, this contract has been revised and approved by the city council as recently as April 10, 2017; and

WHEREAS, additional changes in lighting types and subsequent billing for LED and decorative lighting have been requested by the city; and

WHEREAS, approval of the amended contract is required to effect this change.

NOW THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council hereby agrees to the proposed amendments to the CE street lighting contract, as included in the city council packet for April 24, 2017, and further directs the Mayor to execute said contract.

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

Resolution No. 170424-8G RESOLUTION TO APPROVE A PROFESSIONAL SERVICE AGREEMENT FOR PARK PLAN AMENDMENT SERVICES

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns operates and maintains a system of parks in the community, including grounds, facilities, and equipment; and

WHEREAS, the State of Michigan requires municipalities to have a valid five year park and recreation plan on file in order to be eligible for related state support and grants; and

WHEREAS, the validity of said plans is conditioned upon the meeting of certain narrative, procedural, and technical process and content; and

WHEREAS, the current plan that the city maintains was approved by the city council on January 28, 2013 and will expire on December 31, 2017; and

WHEREAS, the city desires to retain a valid plan so that grant eligibility is not compromised and so that the community may rely on current information and goals when establishing annual park related objectives; and

WHEREAS, Rowe Professional Services Company, the creator and amender of the city’s current park plan, has submitted a professional service quote and scope of work to amend the existing plan so that it complies with the State of Michigan Department of Natural Resources requirements.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek City Council accepts the proposal, dated April 13, 2017, in the amount of \$5,500 for completion of the 2018 City of Swartz Creek Five Year Park and Recreation Plan.

BE IT FURTHER RESOLVED that the City Council hereby directs the city manager to sign the professional service proposal; to post public workshop, meeting, and hearing notices as needed; and to submit necessary documents to the DNR to secure approval of the plan.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170424-8H RESOLUTION TO PURCHASE ROAD SALT

Motion by Councilmember: _____

WHEREAS, the city finds it necessary to control ice and snow accumulation on public streets and parking areas with the application of road salt during winter months; and

WHEREAS, this process requires approximately 1,100 tons of rock salt during a winter season; and

WHEREAS, the City’s Purchasing Ordinance, Chapter 2, Article VI, Section 2-406 provides for and encourages cooperative government purchasing practices; and

WHEREAS, the Genesee County Road Commission has previously bid and/or negotiated the purchase of rock salt for application to public rights of way during those relentless and invasive Michigan winters; and

WHEREAS, the GCRC negotiated a salt price for the coming winter, with year over year decrease, with Detroit Salt Company of 12841 Sanders St., Detroit, at a unit cost of \$53.40 per ton, and a cooperative purchasing invitation has been extended to the City from the Genesee County Road Commission on April 18, 2017; and

WHEREAS, the City finds the per-ton cost of \$53.40 to be extremely competitive.

NOW, THEREFORE, I MOVE the City of Swartz Creek City accept the Genesee County Road Commission’s cooperative purchasing agreement and appropriate an amount not to exceed \$58,740, plus 10% contingency, for the purchase of rock salt from the Detroit Salt Company, expenses to be distributed proportionate to use at the direction of the City’s Treasurer.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170424–8I COMMISSION APPOINTMENT

Motion by Councilmember: _____

I Move the Swartz Creek City Council concur with the Mayoral appointment as follows, said terms subject to provisions of the city charter, code of ordinances, state law, and various bylaws (rules and procedures):

#170424-8I1 MAYORAL APPOINTMENT: Nicole LaBeau
Downtown Development Authority
Remainder of Four - Year Term Expiring March 31, 2018

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 04/10/2017**

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.

Councilmembers Present: Cramer, Florence, Gilbert, Hicks, Krueger, Pinkston.

Councilmembers Absent: Porath.

Staff Present: City Manager Adam Zettel, Clerk Connie Eskew.

Others Present: Mark Miltich, Richard Abrams, Boots Abrams, Lania Rocha, Steve Shumaker, Betty Binder, Michael Diericks, Elaine Tucker, Jim Barclay, Lou Fleury, Laurel Burns, Steve Long.

ABSENCE OF COUNCILMEMBER PORATH

Resolution No. 170410-01

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Florence

I Move the Swartz Creek City council excuse Councilmember Porath.

YES: Florence, Gilbert, Krueger, Pinkston, Cramer.
NO: None. Motion Declared Carried.

APPROVAL OF MINUTES

Resolution No. 170410-02

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Florence

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday March 27, 2017, to be circulated and placed on file.

YES: Gilbert, Hicks, Krueger, Pinkston, Cramer, Florence.
NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 170410-03

(Carried)

Motion by Councilmember Florence
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as presented, printed for the Regular Council Meeting of April 10, 2017, to be circulated and placed on file.

YES: Hicks, Krueger, Pinkston, Cramer, Florence, Gilbert.
NO: None. Motion Declared Carried.

CITY MANAGER'S REPORT

Resolution No. 170410-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager's Report of April 10, 2017, including reports and communications, to be circulated and placed on file.

Discussion Ensued.

YES: Krueger, Pinkston, Cramer, Florence, Gilbert Hicks.
NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

Mark Miltich resident at 5272 Birchcrest Drive, commented about the gravel work on Cardigan Drive and his assessment on his property. He also wanted to know if the council considered changing the speed limit on Seymour Road.

Laurel Burns, from United Methodist Church wanted to introduce herself and let the council know the church is coordinating the painting of the plays cape, with help of the Swartz Creek Academy.

Richard Abrams, resident at 5352 Greenleaf Drive, wanted to let everyone about the speaker – Senator Gary Peters - at the American Legion on Thursday at 11:30 am who will be doing presentation on the Vietnam area veterans.

COUNCIL BUSINESS:

Swartz Creek Womens Club

PRESENTATION

The Swartz Creek Womens Club presented the council with a check of \$500.00 for the Elms Road park improvement project towards the equipment.

**RESOLUTION TO APPROVE CONSUMERS ENERGY LIGHTING CONTRACT
ADDITION**

Resolution No. 170410-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Hicks

WHEREAS, the street lights in the city are owned and operated by Consumers Energy Company (CE), a Michigan utility with principle offices located at One Energy Plaza, Jackson MI, 49201; and

WHEREAS, CE is the sole provider of street lights, electrical delivery, and maintenance on said lights in the County of Genesee, including Swartz Creek City; and

WHEREAS, the operations and terms, including pricing, under which such services are delivered are regulated by the Michigan Public Service Commission; and

WHEREAS, CE supplies street lighting services to the city under a current standard street lighting contract which outlines specific fixture counts and types, said contract restated on November 1, 2014; and

WHEREAS, this contract has been revised and approved by the city council as recently as February 08, 2016; and

WHEREAS, additional changes in lighting types and subsequent billing for existing street lights have been by CE; and

WHEREAS, CE is seeking an amendment to our street lighting contract, including acknowledgment of a rebate for the city, to be paid in the form of billing credits; and

WHEREAS, approval of the restated contract is required to effect this change.

NOW THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council hereby agrees to the proposed amendments to the CE street lighting contract, as included in the city council packet for April 10, 2017, and further directs the Mayor to execute said contract.

Discussion Ensued.

YES: Pinkston, Cramer, Florence, Gilbert, Hicks, Krueger.

NO: None. Motion Declared Carried.

RESOLUTION APPROVING THE LIMITED SITE LICENSE AGREEMENT BETWEEN EXXONMOBIL OIL CORPORATION, GROUNDWATER & ENVIRONMENTAL SERVICES, INC., AND THE CITY OF SWARTZ CREEK.

Resolution No. 170410-06

(Carried)

Motion by Mayor Pro Tem Pinkston
Second by Councilmember Cramer

WHEREAS, the City of Swartz Creek acquired 5012 Holland Drive (“Property”) from Genesee County and subsequently removed the known fuel tanks and above grade structures; and

WHEREAS, the Swartz Creek Downtown Development Authority (DDA) provided the local funding match to perform said work; and

WHEREAS, the City and DDA desire to repurpose the site for a use that benefits the public; and

WHEREAS, ExxonMobil desires to proceed with soil removal and site restoration, making the site available for reuse in 2017 or 2018; and

WHEREAS, ExxonMobil is seeking an agreement to secure site access, certain restrictive covenants, ground water withdrawal regulations, a Public Highway Institutional Control form, and other provisions to enable soil removal, monitoring well installation, and site reuse; and

WHEREAS, the City is requesting payment and indemnities in exchange for the above mentioned provisions; and

WHEREAS, the City of Swartz Creek (“City”), ExxonMobil Oil Corporation (“ExxonMobil”), and Groundwater & Environmental Services, Inc. (“Consultant”) desire to enter into a Limited Site License Agreement (“Agreement”) for the purpose of granting a limited license to enter upon certain described property upon the terms and conditions specified in the Agreement; and

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council hereby approves the Agreement as included in the city council packet of April 10, 2017 and directs the Mayor to execute the Agreement, Restrictive Covenants, and related instruments on behalf of the city council.

BE IT FURTHER RESOLVED, the Swartz Creek City Council hereby approves Public Highway Institutional Control form as included in the city council packet of April 10, 2017 and directs the Director of Public Services to execute said form.

BE IT FURTHER RESOLVED, the Swartz Creek City Council hereby directs staff to proceed with the preparation of the groundwater restriction ordinance for review by the City Council.

Discussion Ensued.

YES: Cramer, Florence, Gilbert, Hicks, Krueger, Pinkston.
NO: None. Motion Declared Carried.

RESOLUTION TO APPROPRIATE FUNDS AND PROCEED WITH STREET LIGHT REPLACEMENT FOR 2017 STREET RECONSTRUCTION PROJECTS

Resolution No. 170410-07

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Hicks

WHEREAS, the City of Swartz Creek owns, operates, and maintains a system of major and local streets, and

WHEREAS, Consumers Energy (CE) owns, operates, and maintains street lights on public roadways under an exclusive contract with the city to provide fixtures, operation, and maintenance, and

WHEREAS, Worchester Drive and parts of Winston Drive and Chesterfield Drive are to be reconstructed in 2017, and

WHEREAS, the project includes reconstruction of the streets and replacement of gas lines, replacement of water main, replacement of sidewalk/drive approaches, and removal/relocation of certain street lights, and

WHEREAS, the city recognizes that massive street investment, especially in Winchester Village, is tantamount to the quality of life in the Swartz Creek community, and

WHEREAS, street light technology and appearance, specifically decorative LED's, can provide a long term financial return on investment, as well as provide direct neighborhood benefits in function and property values, and

WHEREAS, the Street Project Review Committee, after reviewing a potential lighting plan and cost, recommend investment in seven decorative LED lamps and eight standard LED "cobra head" fixtures within the reconstruction area.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council approves said purchase of decorative and non-decorative streetlamps, at an estimated cost of \$60,000, plus a 25% contingency, with said procurement and subsequent billing to be recognized in an amendment to the Street Lighting Contract.

BE IT FURTHER RESOLVED, that appropriations shall be made and expensed to Fund 202 (Major Streets), Fund 203 (Local Streets), or Fund 101 (General) as directed by the Treasurer.

BE IT FURTHER RESOLVED, the City Council directs staff to finalize engineer details with CE and proceed with installation within the parameters of this resolution.

Discussion Ensued.

YES: Cramer, Florence, Gilbert, Hicks, Krueger, Pinkston.
NO: None. Motion Declared Carried.

RESOLUTION TO ENABLE NEGOTIATED SALES OF CONDO UNIT PROPERTIES IN HERITAGE VILLAGE

Resolution No. 170410-08

(Carried)

Motion by Councilmember Florence
Second by Councilmember Cramer

WHEREAS, the City of Swartz Creek (“City”) owns six condo units in Heritage Village, four of which were acquired as a result of the paving assessment project in 2011 and two of which were acquired from the county 2016 tax foreclosure process, and

WHEREAS, the city finds that a public purpose existed for obtaining the lots, being control and guarantee for the collection of the special assessment fees, the preservation of property values for the existing homes in the subdivision, and desirable development in accordance with the neighborhood design guidelines; and

WHEREAS, the City has received a request from the Heritage Village Homeowners Association (“HoA”), as represented by Mr. Ted Kramer, to enable construction of homes on these units by two residential builders that have been pre-qualified by the HoA, and

WHEREAS, the City desires to sell these units to a buyer that will construct compatible housing in a manner that is agreeable to the HoA and the City of Swartz Creek, and

WHEREAS, the City desires to receive market value from the sales of these lots in an amount that is at least sufficient to recover its recorded acquisition costs as noted below:

<u>Unit</u>	<u>City Cost</u>
3284 Heritage Blvd	\$1,311.86
3278 Heritage Blvd	\$1,311.86
3270 Heritage Blvd	\$1,311.86
3264 Heritage Blvd	\$1,311.86
3323 Heritage Blvd	\$41.45
3329 Heritage Blvd	\$41.45

WHEREAS, the City finds that proceeds above the above stated amounts can be used to partially offset street assessments that were levied as part of the arrangement to initially acquire condominium units listed; and

WHEREAS, the City finds that the primary objective of any conveyance is to assure the timely and quality development of condominiums within the development in a manner that supports the architectural continuity of the existing residences.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council direct staff to negotiate the sale of all six parcels to one or both of the pre-qualified builders in accordance with the City's Land Sale Policy of April 28, 2014.

BE IT FURTHER RESOLVED staff is to prepare individual sale instruments and purchase agreements that protect the developmental interest of the City and HoA and bring them before the City Council for review.

Discussion Ensued.

YES: Florence, Gilbert, Hicks, Krueger, Pinkston, Cramer.

NO: None. Motion Declared Carried.

WATER LOSS LEAK DETECTION

Discussion

Adam Zettel, City Manager, there has been a number of leaks found, most of them small. One substantial leak has been repaired and the other one we are still trying to locate. It is in the proximity of Miller and Elms. He hopes to report back in two weeks and that it's fixed.

WINCHESTER WOODS DRAINAGE CONCEPT PLAN

Resolution No. 170410-09

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Cramer

WHEREAS, the city owns, operates, and maintains a system of major and local streets, including drainage related features; and

WHEREAS, the Winchester Woods Subdivision was platted in Gaines Township and was incorporated into the City of Swartz Creek in 1959; and

WHEREAS, the subdivision has water and partial sewer in place, but lacks adequate storm water management; and

WHEREAS, the city finds that vested rights of the various lot owners include reasonable access to their land, including that of public and emergency services; and

WHEREAS, the city has acquired ten lots in this area via the tax foreclosure process, with the intention of using these lots to provide storm water detention and/or financial resources to offset investments necessary to make surrounding lots buildable for their intended purpose of single family residential; and

WHEREAS, the city applied street millings to the unimproved section of Young Drive and Cardigan Drive in the fall of 2016; and

WHEREAS, the city desires to ascertain the interested and feasibility of making the lots in this subdivision usable for single family dwellings; and

WHEREAS, Rowe Professional Services Company, functioning as the city's engineer, delivered a proposal, dated October 6, 2016, to provide an initial feasibility study for a storm water plan.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek City Council accepts the proposal from Rowe in the amount of \$8,675 for the noted services.

BE IT FURTHER RESOLVED that the City of Swartz Creek directs the Treasurer to apportion expenses from the general fund and track such expenses for reimbursement against any future sales of city-owned lots in the Winchester Village Subdivision.

Discussion Ensued.

YES: Hicks, Krueger, Pinkston, Cramer, Florence.

NO: Gilbert. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

Steve Long, resides at 5356 Worchester Drive, would like a left turn lane headed north on Miller turning onto Morrish. Mr. Zettel replied he will check with the County on the capability and fees on that option.

REMARKS BY COUNCILMEMBERS:

Councilmember Cramer reminded everyone about the Winchester Village crime watch fundraiser Wednesday at 6:00 pm at Jan's Bar with auction at 7:30 pm. He has announced members of law enforcement and himself are putting together a bomb threat assessment training at the PAC in the future and he will let everyone know once a date is set.

Councilmember Florence wanted an update on SeeClickFix. Mr. Zettel let everyone know probably will have a soft opening on the program in 3-4 weeks, and hopefully a larger grand opening in June or July.

Councilmember Hicks informed every one of the anonymous donor who will match donations in April up to \$6,500 for the Elms Park Tot Lot fundraiser so please consider donating this month.

Councilmember Gilbert commented on the house on Miller Road that needs painted now has two houses next to it for sale.

Mayor Krueger also commented on the house on Miller Road. He encouraged the council to attend the emergency training on the 27th.

ADJOURNMENT

Resolution No. 170410-10

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Gilbert

I Move the Swartz Creek City Council adjourn the regular meeting at 8:35 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Eskew, City Clerk

**ORDER APPROVING SALE OF
GENERAL OBLIGATION LIMITED TAX BOND, SERIES 2017**

City of Swartz Creek
County of Genesee, State of Michigan

WHEREAS, by resolution adopted on February 27, 2017 (the “Resolution”), the City Council of the City of Swartz Creek, County of Genesee, State of Michigan (the “City”), authorized its not to exceed \$1,950,000 General Obligation Limited Tax Bonds, Series 2017 (the “Bonds”), for the purpose of i) road preservation and replacement including street milling, crack and pavement repair, concrete curb and gutter, ADA upgrades, sidewalk replacement, storm sewer replacement, aggregate base, asphalt paving, permanent signing and pavement markings; and (ii) watermain replacement including replacement of main, individual service leads, valves, and hydrants; including all related equipment, site improvements, appurtenances and attachments (the “Project”) and the costs of issuance of such bond; and

WHEREAS, pursuant to the Resolution, the City Manager or Treasurer (each an “Authorized Officer”) are each authorized to (a) negotiate the sale of the Bonds to a purchaser; (b) execute a sale order specifying the final terms of the Bonds; and (c) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the Bonds; and

WHEREAS, the Resolution further authorizes the Authorized Officer to make determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, date of issuance, interest payment dates, redemption rights and other matters within the parameters established by the Resolution; and

WHEREAS, the City has received the offers attached hereto as Exhibit A; and

WHEREAS, the undersigned officer has determined that it is in the best interest of the City to accept the offer from CFC Capital (the “Purchaser”); and

WHEREAS, the City desires to sell the Bonds to the Purchaser in the amount, at the price, with the maturities, interest rates and other terms specified in the Resolution as amended by this Sale Order (the “Sale Order”).

NOW THEREFORE BE IT ORDERED:

1. Sale Order Made in Accordance with Resolution. This Sale Order authorizing the sale and delivery of the Bonds and making determinations regarding certain terms of the Bonds is made in accordance with the provisions of the Resolution.

2. Acceptance of Purchaser’s Offer. The bid of the Purchaser presented to the City to purchase the Bonds, as set forth in Exhibit A attached hereto and made a part hereof, is hereby accepted and approved.

3. Bond Terms. The Bonds shall be dated as of the date of delivery, and shall mature, bear interest and be subject to redemption prior to maturity as set forth in Exhibit B attached hereto and made a part hereof.

4. Transfer Agent. The U.S. Bank National Association, Detroit, Michigan is hereby appointed and approved as transfer agent, paying agent and registrar for the Bonds.

5. Tax Covenant; Qualified Tax-Exempt Obligations. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended, (the “Code”) including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of Bonds proceeds and moneys deemed to be Bond proceeds, and to prevent the Bonds from being or becoming “private activity bonds” as that term is used in Section 141 of the Code. The City has designated the Bonds as “qualified tax-exempt obligations” pursuant to the Code.

6. Additional Actions. The officers, agents and employees of the City are authorized to take all other actions necessary and convenient to facilitate the sale and delivery of the Bonds in accordance with law, this Sale Order and the Resolution, including executing such closing documents as may be required.

7. Rescission. All orders and all parts of orders insofar as they conflict with the provisions of this order be and the same hereby are rescinded.

8. Immediate Effect. This Sale Order shall be effective immediately.

SO ORDERED on this 19th day of April, 2017.

CITY OF SWARTZ CREEK

By _____
Adam Zettel
Its: City Manager

EXHIBIT A

[Bids Attached]



235 E. MAIN STREET | PO BOX 509 | MIDLAND, MI 48660
 T: 800.867.9757 | W: ChemichalBankMI.com

April 18, 2017

Andrew Campbell
 H.J. Umbaugh & Associates
 2150 Association Drive, Suite 100
 Okemos, Michigan 48864

Dear Mr. Campbell:

With respect to your Request for Proposals for \$1,950,000 – City of Swartz Creek – County of Genesee – State of Michigan – General Obligation Limited Tax Bonds, Series 2017 please be advised as follows:

For the entire issue, as described in your Request for Proposals, we will bid par, plus accrued interest from the dated date to the date of delivery to us for the note maturing and bearing interest as follows:

5/1/2018	\$175,000	1.15%	5/1/2022	\$190,000	1.95%	5/1/2026	\$215,000	2.65%
5/1/2019	\$175,000	1.35%	5/1/2023	\$195,000	2.10%	5/1/2027	\$220,000	2.75%
5/1/2020	\$180,000	1.50%	5/1/2024	\$205,000	2.30%			
5/1/2021	\$185,000	1.70%	5/1/2025	\$210,000	2.50%			

This bid is subject to the following conditions:

- A. That the bonds be exempt from federal and state income tax and further be declared to be a "Qualified Tax-Exempt Obligation" for the purpose of deduction of interest expense by financial institutions;
- B. That the note be a general obligation of the City of Swartz Creek;
- C. That the bonds be structured in accordance with Michigan statutes pertaining to the authority of Cities to borrow;
- D. That the City provides note documents and a legal opinion acceptable to bank counsel; and
- E. That the issuer will provide a third party paying agent, CUSIP numbers will be provided at the expense of the Bank, and the issue will close via DTC.

The rate commitments stated above will expire 30 days from the date of this letter unless extended by the Bank in writing

We are pleased to be of service to you.

Respectfully submitted,

L. Kyle Fahrner
 Vice President
 Portfolio Manager

The following is a computation of the true interest cost on the above bid from May 4, 2017. This computation is not to be considered part of this bid and is subject to verification:

Gross Interest Cost	\$256,963.90
Premium (Discount)	0.00
Net Interest Cost	<u>\$256,963.90</u>
Net Interest Rate	<u>2.30280%</u>



BB&T Governmental Finance

5130 Parkway Plaza Boulevard
Charlotte, North Carolina 28217
(704) 954-1700
Fax (704) 954-1799

April 18, 2017

To: The City of Swartz Creek, Michigan

Branch Banking and Trust Company ("BB&T") is pleased to offer this proposal for the financing requested by the City of Swartz Creek, Michigan (the "City").

- (1) **Project:** General Obligation Limited Tax Bonds, Series 2017 ("Bonds")
- (2) **Amount to Be Financed:** Approximately \$1,950,000
- (3) **Interest Rates, Financing Terms and Corresponding Payments:**

We offer a financing in which the interest rate will be fixed at 2.35% for the full term. The transaction shall be non-callable for the term.

Payments shall be semi-annual interest on May 1 and November 1, beginning November 1, 2017 and annual principal each May 1, commencing May 1, 2018. The final maturity will be May 1, 2027. The issue shall be structured as one term Bond with mandatory principal and interest payments. Interest shall be calculated on a 30/360 basis in accordance with MSRB standards. The interest rate stated above is valid for a closing not later than June 2, 2017. Closing of the financing is contingent upon completing documentation acceptable to BB&T and its counsel.

Remuneration for our legal review expenses and underwriting for this financing transaction shall not exceed \$2,500. This Bank Counsel fee shall be paid by the Issuer as cost of issuance. All applicable costs of counsel for the City and any other costs shall be the City's responsibility and separately payable by the City.

The interest on the bonds will be excludable from gross income for federal income tax purposes ("Tax Exempt") and the bonds will be designated as "qualified tax-exempt obligations" ("Bank Qualified") for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code"). BB&T reserves the right to terminate this bid or to negotiate a mutually acceptable rate if the bond issue is not Tax-Exempt and Bank Qualified. The Issuer shall covenant to comply with all requirements of the Code, and all regulations promulgated thereunder, necessary to assure that the bonds will be and will remain Tax Exempt and Bank Qualified. Documentation, unless otherwise required by Federal or Michigan State Law, should not include any Bond presentation or surrender requirements in order to receive the final principal payment. These provisions must be acceptable to BB&T.

BB&T does not require a paying agent on this transaction. Please note that BB&T will disburse funds via wire or check, allowing for a maximum of four (4) disbursements.

- (4) **Financing Documents:**

It shall be the responsibility of the City to retain and compensate bond counsel to appropriately structure the Bond according to Federal and Michigan State statutes. BB&T shall also require the City to provide an unqualified bond counsel opinion stating the tax exempt status and the validity of the Bond. BB&T reserves the right to review the documents and all documentation shall be acceptable to BB&T and its counsel. BB&T will take physical delivery of the Bond and of the original opinions at or prior to settlement. The Opinion

Letter must be addressed to BB&T or we shall require a Reliance Letter. This issue shall not be assigned a CUSIP number. A Reserve Fund will not be required by BB&T. Bond Insurance is not required by BB&T.

(5) Security and Covenants:

The Bonds are Limited Tax General Obligations of the City. The basic security for payment of the Bonds is the requirement that the City levy ad valorem taxes within applicable constitutional, statutory and charter tax rate limitations, to the extent necessary to pay the anticipated debt service on the bonds as the same becomes due to the extent that such debt service on the Bonds is not first paid from other sources.

BB&T will also require audited financial statements be delivered within 270 days after each fiscal year end throughout the life of the note.

* * * * *

BB&T appreciates the opportunity to provide this financing term sheet and requests to be notified within fifteen days of this term sheet should BB&T be the successful proposer.

BB&T shall have the right to cancel this offer by notifying the City of its election to do so (whether or not this offer has previously been accepted by the City) if at any time prior to the closing there is a material adverse change in the City's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the City or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T. We reserve the right to negotiate and/or terminate our interest in this transaction should we be the successful proposer.

Please call William DaSilva at 704-954-1704 with your questions and comments. We look forward to hearing from you.

Sincerely,



William B. DaSilva
Banking Officer
BRANCH BANKING AND TRUST COMPANY

EXHIBIT B

Purchase Price: \$1,950,000

Date of Issue: May 4, 2017

Interest Payment Dates: November 1, 2017 and semiannually thereafter

Maturity Schedule, Interest Rate, Yield and Price:

<u>Maturity Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Yield</u>	<u>Price</u>
05/01/2018	\$175,000	1.15%	100.00%	100.000%
05/01/2019	\$175,000	1.35%	100.00%	100.00%
05/01/2020	\$180,000	1.50%	100.00%	100.00%
05/01/2021	\$185,000	1.70%	100.00%	100.00%
05/01/2022	\$190,000	1.95%	100.00%	100.00%
05/01/2023	\$195,000	2.10%	100.00%	100.00%
05/01/2024	\$205,000	2.30%	100.00%	100.00%
05/01/2025	\$210,000	2.50%	100.00%	100.00%
05/01/2026	\$215,000	2.65%	100.00%	100.00%
05/01/2027	\$220,000	2.75%	100.00%	100.00%

No Optional Redemption:

The Bonds of this issue shall not be subject to redemption prior to maturity.

28939888.1\156116-00001

City of Swartz Creek

General Obligation Limited Tax Bonds, Series 2017

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/04/2017	-	-	-	-	-
11/01/2017	-	-	19,535.15	19,535.15	-
05/01/2018	175,000.00	1.150%	19,866.25	194,866.25	214,401.40
11/01/2018	-	-	18,860.00	18,860.00	-
05/01/2019	175,000.00	1.350%	18,860.00	193,860.00	212,720.00
11/01/2019	-	-	17,678.75	17,678.75	-
05/01/2020	180,000.00	1.500%	17,678.75	197,678.75	215,357.50
11/01/2020	-	-	16,328.75	16,328.75	-
05/01/2021	185,000.00	1.700%	16,328.75	201,328.75	217,657.50
11/01/2021	-	-	14,756.25	14,756.25	-
05/01/2022	190,000.00	1.950%	14,756.25	204,756.25	219,512.50
11/01/2022	-	-	12,903.75	12,903.75	-
05/01/2023	195,000.00	2.100%	12,903.75	207,903.75	220,807.50
11/01/2023	-	-	10,856.25	10,856.25	-
05/01/2024	205,000.00	2.300%	10,856.25	215,856.25	226,712.50
11/01/2024	-	-	8,498.75	8,498.75	-
05/01/2025	210,000.00	2.500%	8,498.75	218,498.75	226,997.50
11/01/2025	-	-	5,873.75	5,873.75	-
05/01/2026	215,000.00	2.650%	5,873.75	220,873.75	226,747.50
11/01/2026	-	-	3,025.00	3,025.00	-
05/01/2027	220,000.00	2.750%	3,025.00	223,025.00	226,050.00
Total	\$1,950,000.00	-	\$256,963.90	\$2,206,963.90	-

Yield Statistics

Bond Year Dollars	\$11,158.75
Average Life	5.722 Years
Average Coupon	2.3028018%
Net Interest Cost (NIC)	2.3028018%
True Interest Cost (TIC)	2.2912939%
Bond Yield for Arbitrage Purposes	2.2912939%
All Inclusive Cost (AIC)	2.2912939%

IRS Form 8038

Net Interest Cost	2.3028018%
Weighted Average Maturity	5.722 Years



235 E. MAIN STREET | PO BOX 569 | MIDLAND, MI 48640
T: 800.867.9757 | W: ChemicalBankMI.com

April 18, 2017

Andrew Campbell
H.J. Umbaugh & Associates
2150 Association Drive, Suite 100
Okemos, Michigan 48864

Dear Mr. Campbell:

With respect to your Request for Proposals for \$1,950,000 – City of Swartz Creek – County of Genesee – State of Michigan - General Obligation Limited Tax Bonds, Series 2017 please be advised as follows:

For the entire issue, as described in your Request for Proposals, we will bid par, plus accrued interest from the dated date to the date of delivery to us for the note maturing and bearing interest as follows:

5/1/2018	\$175,000	1.15%	5/1/2022	\$190,000	1.95%	5/1/2026	\$215,000	2.65%
5/1/2019	\$175,000	1.35%	5/1/2023	\$195,000	2.10%	5/1/2027	\$220,000	2.75%
5/1/2020	\$180,000	1.50%	5/1/2024	\$205,000	2.30%			
5/1/2021	\$185,000	1.70%	5/1/2025	\$210,000	2.50%			

This bid is subject to the following conditions:

- A. That the bonds be exempt from federal and state income tax and further be declared to be a “Qualified Tax-Exempt Obligation” for the purpose of deduction of interest expense by financial institutions;
- B. That the note be a general obligation of the City of Swartz Creek;
- C. That the bonds be structured in accordance with Michigan statutes pertaining to the authority of Cities to borrow;
- D. That the City provides note documents and a legal opinion acceptable to bank counsel; and
- E. That the issuer will provide a third party paying agent, CUSIP numbers will be provided at the expense of the Bank, and the issue will close via DTC.

The rate commitments stated above will expire 30 days from the date of this letter unless extended by the Bank in writing

We are pleased to be of service to you.

Respectfully submitted,

L. Kyle Fahrner
Vice President
Portfolio Manager

The following is a computation of the true interest cost on the above bid from May 4, 2017. This computation is not to be considered part of this bid and is subject to verification:

Gross Interest Cost	\$256,963.90
Premium (Discount)	0.00
Net Interest Cost	<u>\$256,963.90</u>

5130 Parkway Plaza Boulevard
Charlotte, North Carolina 28217
(704) 954-1700
Fax (704) 954-1799

April 18, 2017

To: The City of Swartz Creek, Michigan

Branch Banking and Trust Company (“BB&T”) is pleased to offer this proposal for the financing requested by the City of Swartz Creek, Michigan (the “City”).

- (1) Project:** General Obligation Limited Tax Bonds, Series 2017 (“Bonds”)
- (2) Amount to Be Financed:** Approximately \$1,950,000
- (3) Interest Rates, Financing Terms and Corresponding Payments:**

We offer a financing in which the interest rate will be fixed at 2.35% for the full term. The transaction shall be non-callable for the term.

Payments shall be semi-annual interest on May 1 and November 1, beginning November 1, 2017 and annual principal each May 1, commencing May 1, 2018. The final maturity will be May 1, 2027. The issue shall be structured as one term Bond with mandatory principal and interest payments. Interest shall be calculated on a 30/360 basis in accordance with MSRB standards. The interest rate stated above is valid for a closing not later than June 2, 2017. Closing of the financing is contingent upon completing documentation acceptable to BB&T and its counsel.

Remuneration for our legal review expenses and underwriting for this financing transaction shall not exceed \$2,500. This Bank Counsel fee shall be paid by the Issuer as cost of issuance. All applicable costs of counsel for the City and any other costs shall be the City’s responsibility and separately payable by the City.

The interest on the bonds will be excludable from gross income for federal income tax purposes (“Tax Exempt”) and the bonds will be designated as “qualified tax-exempt obligations” (“Bank Qualified”) for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the “Code”). BB&T reserves the right to terminate this bid or to negotiate a mutually acceptable rate if the bond issue is not Tax-Exempt and Bank Qualified. The Issuer shall covenant to comply with all requirements of the Code, and all regulations promulgated thereunder, necessary to assure that the bonds will be and will remain Tax Exempt and Bank Qualified. Documentation, unless otherwise required by Federal or Michigan State Law, should not include any Bond presentation or surrender requirements in order to receive the final principal payment. These provisions must be acceptable to BB&T.

BB&T does not require a paying agent on this transaction. Please note that BB&T will disburse funds via wire or check, allowing for a maximum of four (4) disbursements.

(4) Financing Documents:

It shall be the responsibility of the City to retain and compensate bond counsel to appropriately structure the Bond according to Federal and Michigan State statutes. BB&T shall also require the City to provide an unqualified bond counsel opinion stating the tax exempt status and the validity of the Bond. BB&T reserves the right to review the documents and all documentation shall be acceptable to BB&T and its counsel. BB&T will take physical delivery of the Bond and of the original opinions at or prior to settlement. The Opinion

Letter must be addressed to BB&T or we shall require a Reliance Letter. This issue shall not be assigned a CUSIP number. A Reserve Fund will not be required by BB&T. Bond Insurance is not required by BB&T.

(5) Security and Covenants:

The Bonds are Limited Tax General Obligations of the City. The basic security for payment of the Bonds is the requirement that the City levy ad valorem taxes within applicable constitutional, statutory and charter tax rate limitations, to the extent necessary to pay the anticipated debt service on the bonds as the same becomes due to the extent that such debt service on the Bonds is not first paid from other sources.

BB&T will also require audited financial statements be delivered within 270 days after each fiscal year end throughout the life of the note.

* * * * *

BB&T appreciates the opportunity to provide this financing term sheet and requests to be notified within fifteen days of this term sheet should BB&T be the successful proposer.

BB&T shall have the right to cancel this offer by notifying the City of its election to do so (whether or not this offer has previously been accepted by the City) if at any time prior to the closing there is a material adverse change in the City's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the City or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T. We reserve the right to negotiate and/or terminate our interest in this transaction should we be the successful proposer.

Please call William DaSilva at 704-954-1704 with your questions and comments. We look forward to hearing from you.

Sincerely,



William B. DaSilva
Banking Officer
BRANCH BANKING AND TRUST COMPANY

BID FORM

City of Swartz Creek, Michigan

For the principal amount of \$1,950,000¹, for the General Obligation Limited Tax Bonds, Series 2017 (the "Bonds") of the City of Swartz Creek, Michigan, legally issued and as described in the Request For Proposals, we will pay the City \$1,950,000 (not less than 99.75% of par) provided the Bonds bear the following interest rates:

<u>Maturity</u>	<u>Amount¹</u>	<u>Interest Rate</u>
5/1/18	\$175,000	<u>2.28</u>
5/1/19	175,000	<u>2.28</u>
5/1/20	180,000	<u>2.28</u>
5/1/21	185,000	<u>2.28</u>
5/1/22	190,000	<u>2.28</u>
5/1/23	195,000	<u>2.28</u>
5/1/24	205,000	<u>2.28</u>
5/1/25	210,000	<u>2.28</u>
5/1/26	215,000	<u>2.28</u>
5/1/27	220,000	<u>2.28</u>

Interest on the Bonds will be payable semiannually on May 1st and November 1st of each year commencing November 1, 2017.

In making this offer, we accept the terms and conditions as defined in the Request for Proposals. We also hereby certify that we are not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Act 517, Public Acts of Michigan, 2012. *

*as modified by the addendum attached hereto.

¹ Estimated.

Respectfully submitted,

By Yvonne G. Carr
Yvonne G. Carr
Vice President

**ADDENDUM TO
REQUEST FOR PROPOSALS**

This Addendum, dated April 18, 2017, from JPMorgan Chase Bank, NA (“Bank”), is attached to and hereby incorporated by reference into that certain Request for Proposals to the City of Swartz Creek, County of Genesee, State of Michigan, (the “City”) regarding the \$1,950,000* General Obligation Limited Tax Bonds, Series 2017 (the “Bond”). This Addendum shall supplement said Request for Proposals and associated Bond Issue Specifications as indicated below:

FORM OF BOND:

Bank will require a single term Bond with mandatory sinking fund maturities, in the full par amount of the Bond as shown on the Request for Proposals. Bank intends to hold the Bond until final maturity, for its own account, and without reoffering for sale. The Bond shall not be rated by any rating agency, shall not be initially registered to participate in DTC, shall not contain a CUSIP number and shall not be marketed during any period in which the Bond is held by the Bank pursuant to any Official Statement, Offering Memorandum or any other disclosure documentation. The Bank shall take physical delivery of the Bond at closing. For so long as the Bank is the registered owner of the bond, the registered owner shall not be required to present the bond to the paying agent for any mandatory redemption payment or at maturity, and all payments of principal of and interest on the bond shall be made directly to the registered owner by wire transfer or other means satisfactory to the registered owner.

DEBT SERVICE SCHEDULE:

**Preliminary, subject to change*

May 1, 2018	\$175,000	May 1, 2023	\$195,000
May 1, 2019	\$175,000	May 1, 2024	\$205,000
May 1, 2020	\$180,000	May 1, 2025	\$210,000
May 1, 2021	\$185,000	May 1, 2026	\$215,000
May 1, 2022	\$190,000	May 1, 2027	\$220,000

Semi-annual payments of accrued interest (30/360 basis) on May 1 and November 1, commencing November 1, 2017.

SECURITY:

The Bond will be secured by a pledge of the limited tax full faith, credit and resources of the City.

PURPOSE:

Proceeds of the Bond will provide for various capital improvements in the City, including but not limited to street improvements and watermain replacement, as well as the cost of issuance of the Bond.

INTEREST RATE:

2.28% fixed, no optional redemption. Interest will be calculated on a 30/360 basis.

BANK-QUALIFIED:

This Addendum assumes that the Bond will be issued as a qualified tax-exempt obligation. Bank’s bid is for 100% of the par amount of the Bond.

DOCUMENTATION:

Documentation shall be prepared by Miller, Canfield, Paddock, and Stone, P.L.C., which firm represents the City at the City's expense. The Bank's bid is subject to approval of the documentation in the Bank's reasonable discretion and that of its counsel, including but not limited to, the form of Bond resolution and form of Bond.

LEGAL OPINION:

City's bond counsel will deliver a legal opinion as to (i) validity and enforceability of the Bonds under state statutes, (ii) exemption of interest on the Bonds from Federal income tax and state taxes, and (iii) designation of the Bonds as "qualified tax-exempt obligations" under Section 265(b) of the Internal Revenue Code of 1986, as amended. Bond counsel approving opinion must be addressed to Bank or permit reliance by Bank.

INDEPENDENT BANK COUNSEL:

Fees of Bank's counsel, Dykema Gossett PLLC, will be at Bank's expense.

FEES AND COSTS:

The City will be responsible for all fees and costs of issuance of the Bond, excluding those of Bank's counsel, and the Bank's Municipal Advisory Council of Michigan fee.

PAYING AGENT/REGISTRAR:

Bank will not serve as Paying Agent or as Registrar.

FINANCIAL REPORTING:

The City will provide Bank with a copy of its annual financial statement, audited by an independent Certified Public Accountant, and within 270 days of the close of its fiscal year.

ADDITIONAL REPORTING:

The City shall provide the Bank, within 270 days after the close of each fiscal year, if not otherwise then disclosed by a Comprehensive Annual Financial Report or a Continuing Disclosure filing with EMMA (MSRB) the following information relating to the City:

Ad Valorem tax collection rate,
Listing of the City's top ten taxpayers,
and Estimate of City population.

IRAN-LINKED BUSINESS: Notwithstanding anything to the contrary contained in the Request for Proposals or the Bid Form from the City, by submitting this bid Chase certifies that, to its knowledge and as of February 2, 2017, it is not aware of any information that would lead Chase to conclude that it is an "Iran-linked business" as defined as defined in Act 517, Public Acts of Michigan, 2012, being MCL 129.311 et seq.

BID EXPIRATION:

Bank's bid must be accepted on or before April 19, 2017 at 1:00 pm EST. If acceptance has not occurred by this date, the interest rates will be adjusted to market conditions. Further, Bank's bid is conditioned upon closing occurring on or before May 4, 2017.

A material change in the aggregate amount of the Bond, plus or minus, will constitute a re-pricing event and the interest rates will be adjusted. Funding will occur upon receipt of all documentation required by Bank, in form and substance acceptable to Bank and its counsel.

Submitted by:



Yvonne G Carr
Vice President
JPMorgan Chase Bank NA
111 East Court Street
Flint MI 48502-1649
(810) 237-3706
yvonne.g.carr@chase.com

cc Ann Fillingham
Dykema Gossett PLLC

IRS Circular 230 Disclosure: Bank and its affiliates (collectively, "Chase") do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not intended or written to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with Chase of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.

ACCEPTED BY: (for the) City of Swartz Creek, County of Genesee, Michigan

By: _____
Name: _____
Title: _____
Date: _____

BID FORM

City of Swartz Creek, Michigan

For the principal amount of \$1,950,000¹, for the General Obligation Limited Tax Bonds, Series 2017 (the "Bonds") of the City of Swartz Creek, Michigan, legally issued and as described in the Request For Proposals, we will pay the City \$ PAR (not less than 99.75% of par) provided the Bonds bear the following interest rates:

<u>Maturity</u>	<u>Amount¹</u>	<u>Interest Rate</u>
5/1/18	\$175,000	<u>1.50</u>
5/1/19	175,000	<u>1.65</u>
5/1/20	180,000	<u>1.85</u>
5/1/21	185,000	<u>2.00</u>
5/1/22	190,000	<u>2.10</u>
5/1/23	195,000	<u>2.25</u>
5/1/24	205,000	<u>2.40</u>
5/1/25	210,000	<u>2.55</u>
5/1/26	215,000	<u>2.65</u>
5/1/27	220,000	<u>2.75</u>

Interest on the Bonds will be payable semiannually on May 1st and November 1st of each year commencing November 1, 2017.

In making this offer, we accept the terms and conditions as defined in the Request for Proposals. We also hereby certify that we are not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Act 517, Public Acts of Michigan, 2012.

¹ Estimated.

Respectfully submitted,

By Nathan K. Sehn
Independent Bank



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention.™

April 13, 2017

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

RE: Design Engineering Proposal
2018 Paving Project

Dear Mr. Zettel:

ROWE Professional Services Company is pleased to provide the City of Swartz Creek with a design engineering proposal for improvements to the Daval Drive corridor. Construction will involve street reconstruction and water main replacement on Daval Drive from Chesterfield Drive to Winshall Drive. Construction is estimated at \$960,000.

Our fee for providing design services is \$62,380. Attached is a design engineering cost breakdown and list of services ROWE will provide for the preliminary engineering phase of this project. Items not included in this proposal are topographic survey (this was previously approved by council and has been completed), contract administration, construction observation, construction staking, permit fees, and easement acquisition (if necessary).

The proposed schedule will follow the 2017 paving project timeline, with a bid advertising period during December and January if the city desires to bid the project out. As we have seen, the early bid timeframe typically yields positive outcomes.

We look forward to another successful project with the city. Should you have any questions please feel free to contact me.

Sincerely,
ROWE Professional Services Company

Louis P. Fleury, P.E.
Project Manager

R:\sask\Proj\PROPOSAL\CU\swartz creek\2018 paving project\pe 2018 paving.docx

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

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

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

www.rowepsc.com

April 24, 2017

City of Swartz Creek
Daval Drive Improvement Project
Design Engineering Costs
April 13, 2017

Cost Breakdown

Design Engineering

- Collect and add records of utilities from the city and other agencies (gas, telephone, etc.) to the base maps.
- Collect soil borings along the project route to show pavement thickness and sub-base conditions.
- Prepare contract documents, including construction plans and technical specifications.
- Prepare engineer's opinion of cost.
- Review preliminary plans with city staff.
- Prepare all necessary construction permits.

DESIGN ENGINEERING TOTAL\$62,380

***Note: Topographic survey, contract administration, construction engineering, observation, and staking are not included in this proposal.



September 20, 2016

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

Attn: Mr. Tom Svrcek
Re: Extension of Prices

We have enjoyed working with you and the City of Swartz Creek over the past several years. Together we have overcome many challenges and have successfully met the needs of both the collection system as well as the residents of the City.

As express previously, our gratitude for the professionalism and cooperative working environment in your City. The positive environment and open lines of communication with your Department has helped our forces to be successful in meeting your objectives.

As a result of these positive experiences, we will offer to maintain our unit prices through June 30, 2019. We will continue to meet or exceed all of the conditions / requirements you have come to expect from us.

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

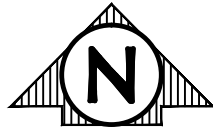
Sincerely,

John Thompson

Technical Representative

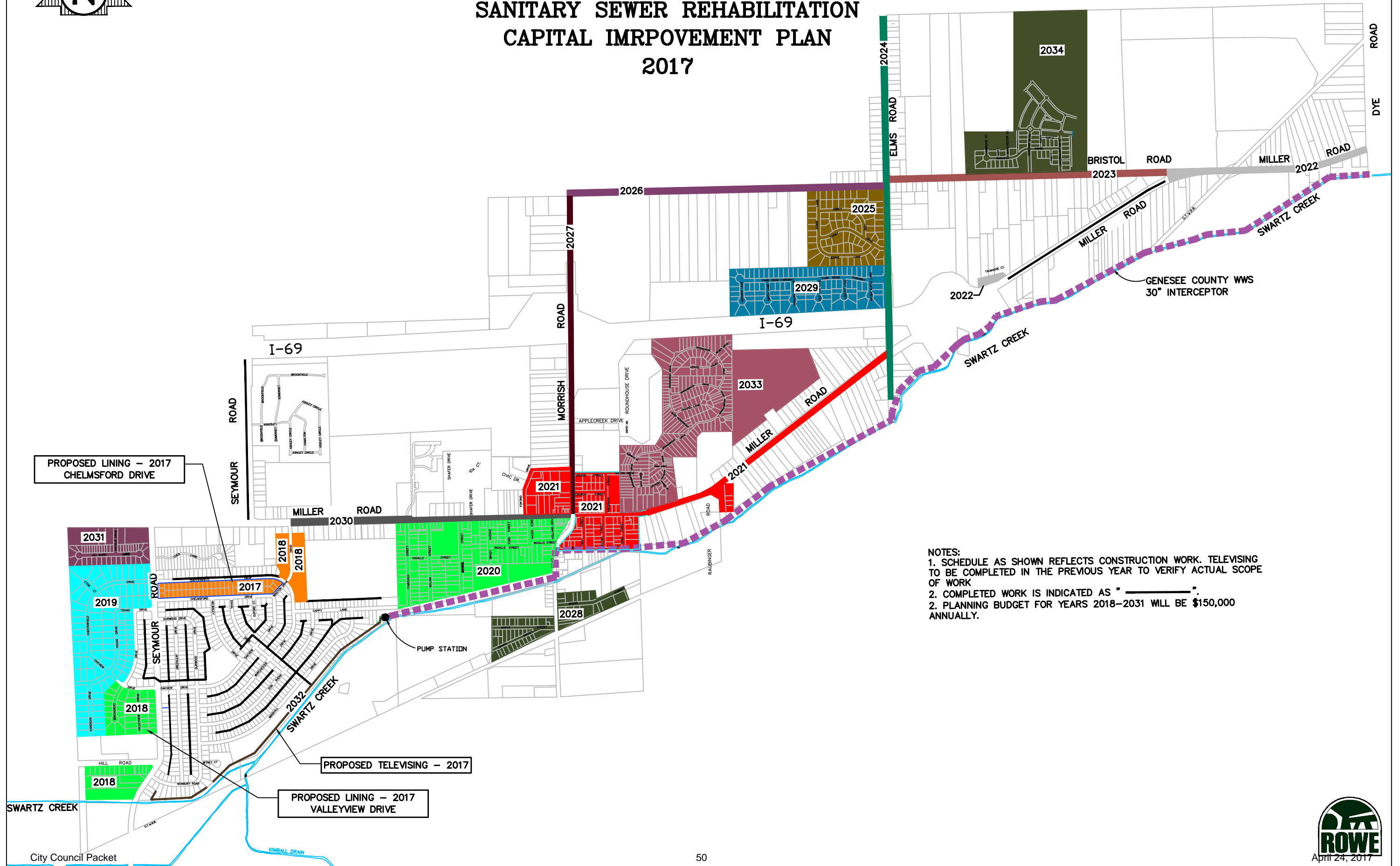
CITY OF SWARTZ CREEK
 SANITARY SEWER TRENCHLESS REHABILITATION
 ITEMIZED BID SHEET
 2017 Project Estimate
 17-Apr-17

ITEM	DESCRIPTION	UNIT	UNIT PRICE	Chesterfield / Chelmsford MH 187 - MH 180 - MH 184 - Line		Winston / High School MH 215 to MH 210, MH 213 to MH 212 - Line		Winston / Church MH 201 to MH 200 to MH196 - Line		Birchcrest MH 224C to MH 221C - Line		Valleyview MH 54 to MH 216 to MH221 - Line		Winshall Dr Interceptor MH 12 to MH1 - Inspection Only		Winchester Woods - Oakview (west of Birchcrest), Young Dr, Chesterfield (Seymour to Oakview) - Inspection Only	
				Qty	Item	Qty	Item	Qty	Item	Qty	Item	Qty	Item	Qty	Item	Qty	Item
PART I - Cleaning, Video Inspection & Reaming																	
A	High Pressure Water Jet Cleaning, All Sizes	FT	\$ 3.25		\$ -	831	\$ 2,700.75	816	\$ 2,652.00		\$ -		\$ -	3962	\$ 12,876.50	5223	\$ 16,974.75
B	Sanitary Sewer CCTV (Closed Circuit Television) Inspection recorded on DVD	FT	\$ 1.25		\$ -	831	\$ 1,038.75	818	\$ 1,022.50		\$ -		\$ -	3962	\$ 4,952.50	5223	\$ 6,528.75
C	Sanitary Sewer Calcite Reaming				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	Light - equal or less than 20% cross sectional area loss	FT	\$ 4.00	1638	\$ 6,552.00	831	\$ 3,324.00	816	\$ 3,264.00	1767	\$ 7,068.00	1115	\$ 4,460.00	1981	\$ 7,924.00	0	\$ -
	Heavy - greater than 20% cross sectional area loss	FT	\$ 6.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
D	Sanitary Sewer Reaming/Cutting Roots with Approved Reamers and Cutters				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	Light - equal or less than 20% cross sectional area loss	FT	\$ 4.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	Heavy - greater than 20% cross sectional area loss	FT	\$ 6.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
E	Reaming of Protruding Lateral utilizing approved remote controlled robotic reamer with CCTV assistance	EA	\$ 500.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
F	Lateral Reinstatement	EA	\$ 500.00	57	\$ 28,500.00	11	\$ 5,500.00	13	\$ 6,500.00	35	\$ 17,500.00	16	\$ 8,000.00	0	\$ -	0	\$ -
PART II - Structural Spot Repair as determined by Engineer																	
A	Pipe point structural spot repair with Cured-In-Place pipe (inverted tube liner) as specified including: sewer cleaning, pre and post video inspection with DVD and report.				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	8" diameter - 3' to 10' length	EA	\$ 2,500.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	8" diameter - additional length greater than 10'	FT	\$ 75.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	10" diameter - 3' to 10' length	EA	\$ 2,500.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	10" diameter - additional length greater than 10'	FT	\$ 100.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	12" diameter - 3' to 10' length	EA	\$ 2,750.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	12" diameter - additional length greater than 10'	FT	\$ 100.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	15" diameter - 3' to 10' length	EA	\$ 3,000.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	15" diameter - additional length greater than 10'	FT	\$ 100.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	18" diameter - 3' to 10' length	EA	\$ 3,500.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	18" diameter - additional length greater than 10'	FT	\$ 100.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
PART III - Sanitary Sewer Lateral Cleaning and Repairs																	
A	Lateral sewer CCTV (Closed Circuit Television) Inspection through mainline sewer including DVD and report.	EA	\$ 500.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
B	Installation of 6" Diameter inverted type CIPP Lateral Liner (up to R.O.W.) from mainline sewer, including vacuum excavation and installation of a clean out to surface. Preparatory work of cleaning and removal of debris in the lateral and temporary rest	EA	\$ 4,000.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
PART IV - Sanitary Sewer Joint Testing and Sealing																	
A	Sanitary Sewer Pipe Joint Sealing with approved Sealant including testing and removal of excess grout.				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	8" Diameter	JOINT	\$ 45.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	10" Diameter	JOINT	\$ 45.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	12" Diameter	JOINT	\$ 50.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	15" Diameter	JOINT	\$ 55.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	18" Diameter	JOINT	\$ 60.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
PART V - Structural CIPP Lining (Fully Deteriorated)																	
A	Manhole to Manhole CIPP Lining for 8" Diameter Mains	FT	\$ 36.00	1638	\$ 58,968.00	831	\$ 29,916.00	816	\$ 29,376.00	1713	\$ 61,668.00		\$ -		\$ -		\$ -
B	Manhole to Manhole CIPP Lining for 10" Diameter Mains	FT	\$ 38.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
C	Manhole to Manhole CIPP Lining for 12" Diameter Mains	FT	\$ 39.00		\$ -		\$ -		\$ -	54	\$ 2,106.00	1115	\$ 43,485.00		\$ -		\$ -
D	Manhole to Manhole CIPP Lining for 15" Diameter Mains	FT	\$ 50.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
E	Manhole to Manhole CIPP Lining for 18" Diameter Mains	FT	\$ 60.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
F	Manhole to Manhole CIPP Lining for 24" Diameter Mains	FT	\$ 97.00		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	0	\$ -
Area Totals					\$ 94,020.00		\$ 42,479.50		\$ 42,814.50		\$ 88,342.00		\$ 55,945.00		\$ 25,753.00		\$ 23,503.50



CITY OF SWARTZ CREEK

SANITARY SEWER REHABILITATION CAPITAL IMPROVEMENT PLAN 2017



NOTES:
 1. SCHEDULE AS SHOWN REFLECTS CONSTRUCTION WORK. TELEVISIONING TO BE COMPLETED IN THE PREVIOUS YEAR TO VERIFY ACTUAL SCOPE OF WORK
 2. COMPLETED WORK IS INDICATED AS " ————".
 2. PLANNING BUDGET FOR YEARS 2018-2031 WILL BE \$150,000 ANNUALLY.



Radar Feedback Sign



- Solar Power or A/C options
- MUTCD compliant
- Weather-resistant enclosure
- Can be mounted to temporary sign stands
- Multiple activation methods available
- Field repairable, modular design

Contract No. 452-14



SR101 and SR102

Programmable Software Includes:

- Data tracker and statistics
- A/C and solar options available
- Bluetooth accessible

Where do I install this?

- New signs or crosswalks
- Temporary construction traffic
- Dangerous curves
- Crosswalks
- Intersections with high blow-through rates
- Poorly lit areas

Specifications

- | | |
|-------------------------------|---|
| • Solar Panel | Highly efficient 50W panel |
| • Battery | Long lasting 12V rechargeable Lithium-Ion (Li-ion) |
| • Flasher | 26" x 18" display screen with 15" digital lettering |
| • Construction | UV resistant black polycarbonate |
| • Mounting | Optional hardware for mounting solar panel on 1-3/4" square post or 2-3/8" round post |
| • Estimated installation time | 30 to 40 minutes |

Warranty

Solar Panel	6 Years
Battery	2 Years
Sign	1 Year

Estimated Amounts to Taxes 2017

Mowing

Invoice	Date	Name	Tax ID #	Amount
1500006281	11/16/2015	Jerry II & Christine Leonard	58-03-531-106	\$ 310.00
3 Invoices	5/31/2016	Heidi Troop	58-02-501-110	\$ 976.50
1600006460	5/31/2016	Robert & Dawn Gagnon	58-31-526-009	\$ 337.90
Total				\$ 1,624.40

Water & Sewer

Customer Name	Address	Tax ID #	Amount
Roy R. Fowler Sr.	5071 Brady St.	58-02-527-021	\$ 332.94
Robert Root	7133 Bristol Rd.	58-36-200-023	\$ 1.48
Diane Pope	5 Brookfield	58-35-300-006	\$ 1.99
Jessica Dean	9080 Chesterfield	58-03-526-009	\$ 4.66
David Webb	7476 Country Meadow Dr.	58-36-651-014	\$ 0.02
Michelle Aldrich	3493 Elms Rd.	58-30-551-001	\$ 422.28
Donna Jones	4035 Elms Rd.	58-31-501-004	\$ 3.00
Melanie Perez	5052 Fairchild St.	58-02-526-086	\$ 5.52
Diane Green	7512 Grove St.	58-01-100-019	\$ 540.03
JMZ Properties	5111 McLain St	58-02-526-040	\$ 2.70
Chad Humphreys	6115 Miller	58-31-527-005	\$ 537.08
Richard Miller	5157 Morrish Rd.	58-01-100-013	\$ 540.03
HUD	5170 Morrish	58-02-530-044	\$ 412.06
Kari Hajdino	5325 Worchester	58-03-578-009	<u>\$ 1,819.40</u>
			\$ 4,623.19

Snow Removal

Invoice	Date	Name	Tax ID #	Amount
1700006614	1/15/2017	Pape, Walter F. & Michelle D.	58-30-651-070	\$ 45.98
1700006617	1/15/2017	Patel, Raakesh & Shailesh	58-30-651-068	\$ 46.66
1700006169	1/15/2017	Williamson, April	58-30-651-065	\$ 46.66
1700006629	1/15/2017	Colliver, Paul & Roberta	58-30-651-017	\$ 46.66
1700006646	1/15/2017	Wedel, Ralph & Nemer, Dianne	58-35-300-019	\$ 46.66
1700006651	1/15/2017	Metcalf, William	58-36-578-002	\$ 46.66
1700006658	1/15/2017	Hurd, Timothy & Yvonne	58-35-576-003	\$ 46.66
1700005569	1/15/2017	Shumaker, Roger Jr & Denison, Camil	58-02-200-022	\$ 46.66
1700006660	1/15/2017	Wilmington Savings Fund Society	58-02-530-044	\$ 46.66
1700006664	1/15/2017	Bear Cub Land, LLC	58-01-502-107	\$ 46.66
1700006665	1/15/2017	Green, John T. & Diane L.	58-01-100-019	\$ 45.30
1700006666	1/15/2017	Bennett, Linda	58-02-580-031	\$ 46.66
1700006667	1/15/2017	Woodbury, Tracy	58-02-530-032	\$ 46.66
1700006701	1/15/2017	O'Reilly Auto Enterprises, LLC	58-31-551-006	\$ 45.00
				<u>\$ 649.54</u>



CEM Support Center

Consumers Energy, CEM Support Center, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

April 18, 2017

NOTIFICATION #:
1038592171

CITY OF SWARTZ CREEK
8083 Civic Dr
Swartz Creek, MI 48473-1377

REFERENCE: WORCHESTER AND CHESTERFIELD DR, SWARTZ CREEK

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). In conjunction with the work, a non-refundable payment of \$100.00 per luminaire is required.

A monthly energy charge associated with this lighting installation for 1 Luminaire(s) is approximately
This charge is subject to change based on current rates. After the installation is complete, you will begin receiving a separate monthly bill for the above energy charge. You are responsible for the final restoration.

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:

Winter Construction Costs:	\$ -
Installation Charge (\$100.00 per Luminaire):	\$ 54,815.00
Additional Costs	
Total Estimated Cost:	\$ 54,815.00
Less Prepayment Received:	\$ -
Total Estimated Cost Due:	\$ 54,815.00

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: POBoxCEServiceRequest@cmsenergy.com. Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully and direct inquiries for your request to:

KERRY A SNIDER at 810-760-3335

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

*PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO
 CONSUMERS ENERGY IN THE ENVELOPE PROVIDED*

TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:

POBoxCEServiceRequest@cmsenergy.com

<input type="checkbox"/>	SIGNED ELECTRIC CONTRACT (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
--------------------------	---

<input type="checkbox"/>	PAYMENT WITH INVOICE STUB (TOP STUB IS REQUIRED FOR PROCESSING)
--------------------------	---

<input type="checkbox"/>	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
--------------------------	--

<input checked="" type="checkbox"/>	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK)
-------------------------------------	---

<input type="checkbox"/>	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
--------------------------	---

<input type="checkbox"/>	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
--------------------------	---

<input type="checkbox"/>	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
--------------------------	---

<input type="checkbox"/>	OTHER:
--------------------------	---------------

NOTIFICATION REFERENCE NUMBERS

ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	1038592171



**AUTHORIZATION FOR CHANGE IN
STANDARD LIGHTING CONTRACT
(COMPANY-OWNED) FORM 547**

Contract Number: 100000431294

Consumers Energy Company is authorized as of 4/19/2017, by the City of Swartz Creek, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of Swartz Creek, dated 11/1/2014.

Lighting Type:

General Unmetered Experimental Lighting Rate GU-XL

Notification Number(s):

1038592171

Construction Work Order Number(s):

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 11/1/2014 shall remain in full force and effect.

City of Swartz Creek

By:

(Signature)

(Printed)

Its

(Title)

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.

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 City of Swartz Creek, dated 11/1/2014, in accordance with the Authorization for Change in Standard Lighting Contract dated 4/19/2017,

heretofore submitted to and considered by this commission council board ;and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change 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 UNMETERED EXPERIMENTAL LIGHTING RATE GU-XL

<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>
7	<u>84</u>	<u>LED</u>	<u>Post Top</u>	<u>Avery</u>	<u>Install</u>	See Enclosed Print
8	<u>54</u>	<u>LED</u>	<u>Cobrahead</u>	<u>Cutoff</u>	<u>Install</u>	See Enclosed Print
15	<u>NA</u>	<u>NA</u>	<u>Cobrahead</u>	<u>Non-cutoff</u>	<u>Remove</u>	See Enclosed Print



CEM Support Center

Consumers Energy, CEM Support Center, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

April 6, 2017

NOTIFICATION #:
1038592171

CITY OF SWARTZ CREEK
8083 Civic Dr
Swartz Creek, MI 48473-1377

REFERENCE: WORCHESTER AND CHESTERFIELD DR, SWARTZ CREEK

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). In conjunction with the work, a non-refundable payment of \$100.00 per luminaire is required.

A monthly energy charge associated with this lighting installation for 1 Luminaire(s) is approximately
This charge is subject to change based on current rates. After the installation is complete, you will begin receiving a separate monthly bill for the above energy charge. You are responsible for the final restoration.

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:

Winter Construction Costs:	\$ -
Installation Charge (\$100.00 per Luminaire):	\$ 54,815.00
Additional Costs	
Total Estimated Cost:	\$ 54,815.00
Less Prepayment Received:	\$ -
Total Estimated Cost Due:	\$ 54,815.00

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: POBoxCEServiceRequest@cmsenergy.com. Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully and direct inquiries for your request to:

KERRY A SNIDER at 810-760-3335

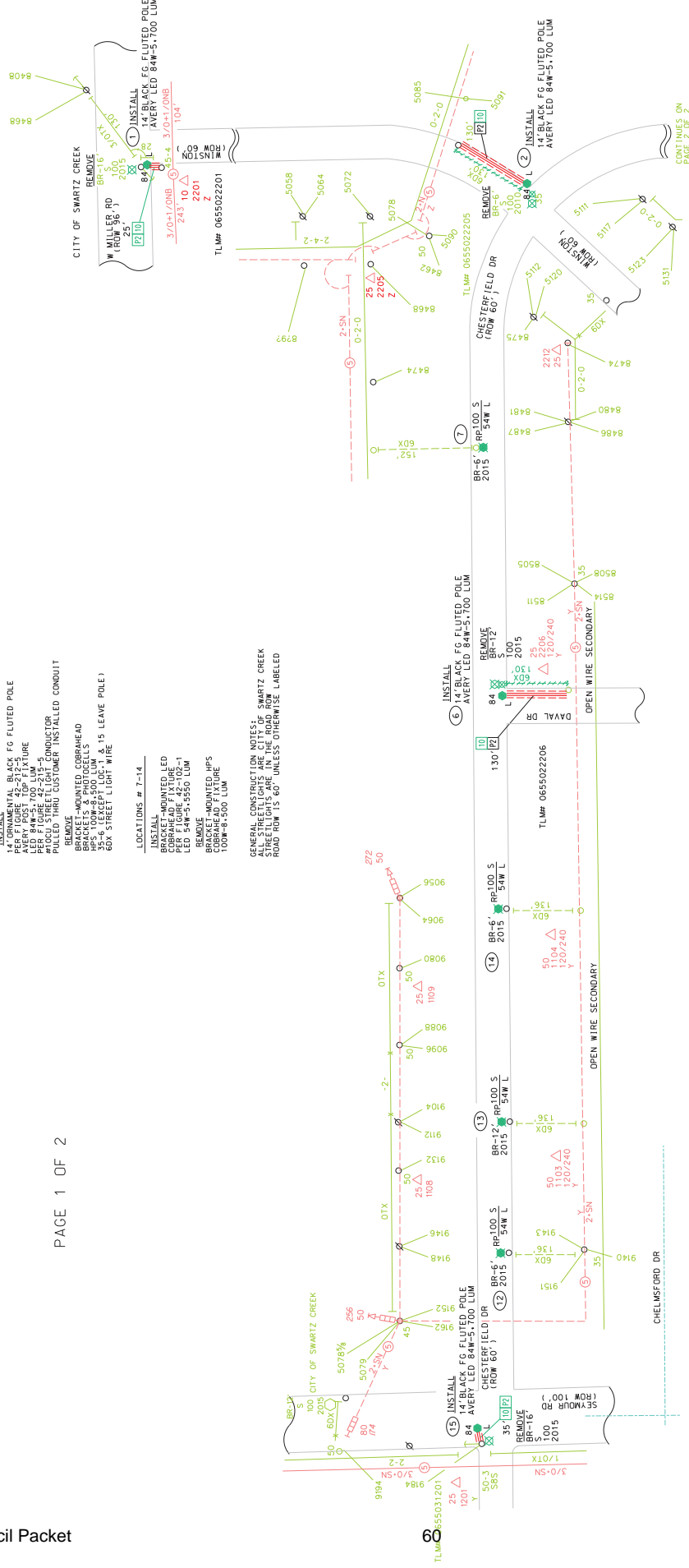
LOCATIONS # 1-6 & #15

- INSTALL
- 14" CONCRETE BLACK FG FLUDED POLE
- PER FIGURE 42-212-5
- LEAD 84W-5-1000 LUM
- LEAD 84W-5-1000 LUM
- LEAD 84W-5-1000 LUM
- PULLED THRU CUSTOMER INSTALLED CONDUIT
- REMOVE
- BRACKET MOUNTED CORNERHEAD
- BRACKET & PHOTOCELLS
- 35-100008500 LUM & 15 LEAVE POLE)
- 60X STREET LIGHT WIRE

LOCATIONS # 7-14

- INSTALL
- BRACKET-MOUNTED LED
- PER FIGURE 42-102-1
- LEAD 54W-5-5550 LUM
- REMOVE
- BRACKET-MOUNTED WPS
- CORNERHEAD FEATURE
- 100W-8-500 LUM

GENERAL CONSTRUCTION NOTES:
 SWARTZ CREEK
 STREET LIGHTS ARE IN THE ROAD ROW
 ROAD ROW IS 60' UNLESS OTHERWISE LABELED



UNDERGROUND LEGEND

1" (1" = 4")	12" (12" = 30")	6" (6" = 15")	4" (4" = 10")
2" (2" = 5")	3" (3" = 7.5")	1.5" (1.5" = 3.75")	1" (1" = 2.5")
0.5" (0.5" = 1.25")	0.25" (0.25" = 0.625")	0.125" (0.125" = 0.3125")	0.0625" (0.0625" = 0.15625")

CONDUCTOR CONDUIT

PAGE 1 OF 2

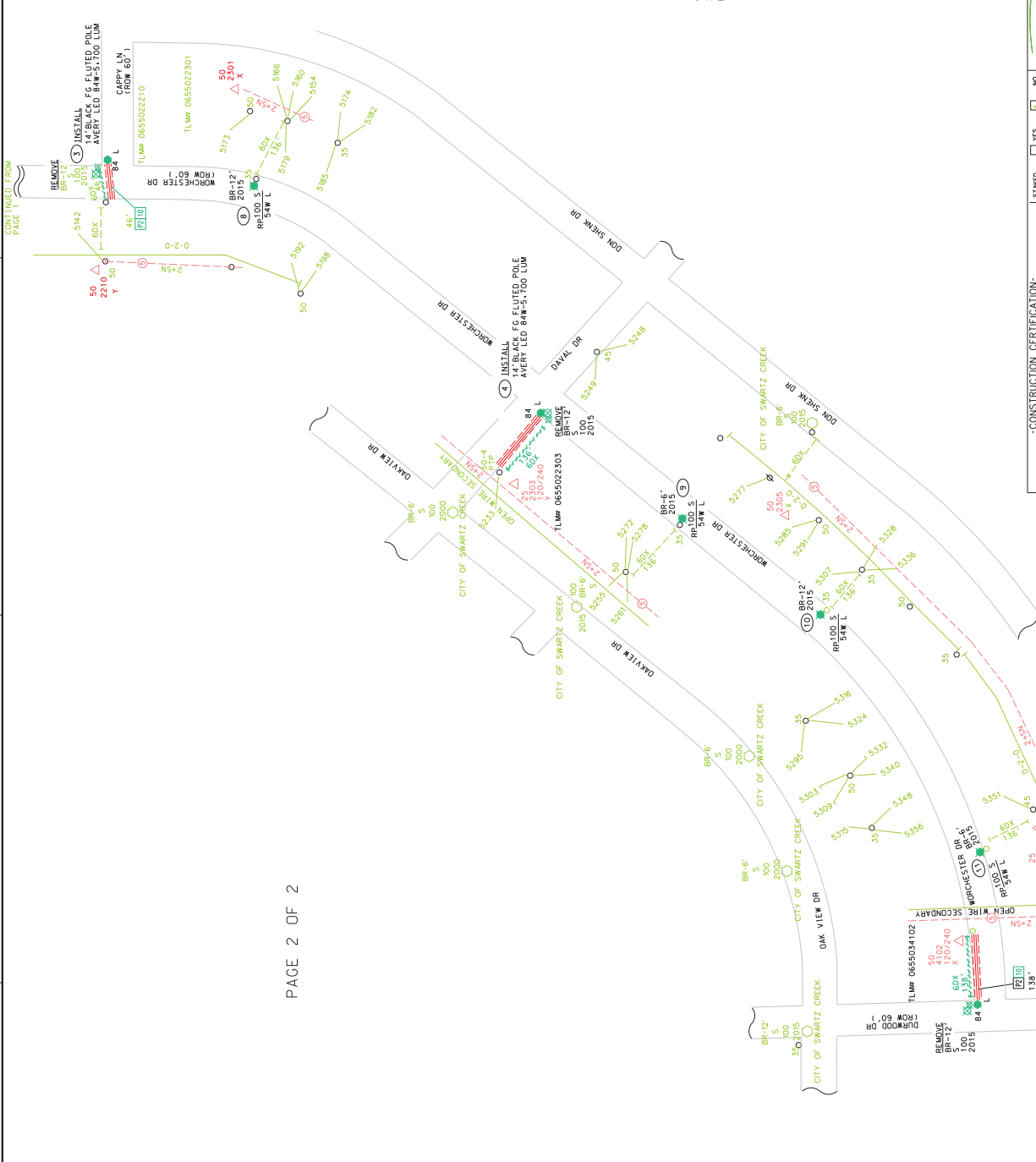
CONTACTS:
 ACCOUNT MANAGER
 MICHAEL CRONIN
 CUSTOMER PROJECT COORDINATOR
 LVD DESIGNER 8107-760-3535
 KELL FREED 98977273212
 6316 LED WIRE
 ORDER NUMBER: 188529171

STAKED YES
 TREES YES
 TLM NUMBER 0655032210
 DATE: SWARTZ CREEK

-CONSTRUCTION CERTIFICATION-
 Work was constructed as Engineered or Checked as Indicated.
 All Site Preparation Maintained as Indicated in Bracket Change of Work
 Dates Staked: Completed
 MISS DIG NUMBER: DATE:

WORCHESTER AND CHESTERFIELD DR	SR12
FOR CITY OF SWARTZ CREEK	
SWARTZ CREEK, WORCHESTER	
PROJECT SHEET 0655032210	
SHEET # 01	INDIE
SHEET 1 OF 2	

CM NO. 100004032720	ORDER TYPE: LSCSS	ORDER DATE: 05/27/17	ORDER TIME: 03:00:00
CM NO. 100004032720	ORDER TYPE: LSCSS	ORDER DATE: 05/27/17	ORDER TIME: 03:00:00
CM NO. 100004032720	ORDER TYPE: LSCSS	ORDER DATE: 05/27/17	ORDER TIME: 03:00:00



LOCATIONS # 11-6 & #15

INSTALL
1. REMOVE EXISTING BLACK FG FLUDED POLE
PER FIGURE 42-212-4
2. INSTALL 14" BLACK FG FLUDED POLE
EVERY 45' PER FIGURE 42-212-5
PER FIGURE 42-212-5
3. REMOVE EXISTING CONDUIT
PULLED THRU CUSTOMER INSTALLED CONDUIT
REMOVE
BRACKET-MOUNTED COBRAHEAD
WPS 100W-8-500 LUM 15 LEAVE POLE)
60X STREET LIGHT WIRE

LOCATIONS # 7-14

INSTALL
1. BRACKET-MOUNTED LED
COBRAHEAD FIXTURE
LED 54W-8-8550 LUM
REMOVE
BRACKET-MOUNTED WPS
100W-8-500 LUM
100W-8-500 LUM

GENERAL CONSTRUCTION NOTES:
1. ALL UTILITIES TO BE INSTALLED PER SWARTZ CREEK
STREET LIGHTING AND STREET LIGHT ROAD ROW IS 60'
ROAD ROW IS 60' UNLESS OTHERWISE LABELED

UNDERGROUND LEGEND

1. Open wire or cable
2. Solid wire or cable
3. Solid wire or cable with secondary
4. Solid wire or cable with secondary
5. Solid wire or cable with secondary
6. Solid wire or cable with secondary
7. Solid wire or cable with secondary
8. Solid wire or cable with secondary
9. Solid wire or cable with secondary
10. Solid wire or cable with secondary
11. Solid wire or cable with secondary
12. Solid wire or cable with secondary
13. Solid wire or cable with secondary
14. Solid wire or cable with secondary
15. Solid wire or cable with secondary
16. Solid wire or cable with secondary
17. Solid wire or cable with secondary
18. Solid wire or cable with secondary
19. Solid wire or cable with secondary
20. Solid wire or cable with secondary

CONTACTS: ACCOUNT MANAGER
MEGAN COOMBS 517/241-3955
CUSTOMER PROJECT COORDINATOR
LVD DESIGNER 609/716-9119
ESIC LED NOTIFICATION 10189592171

WORCHESTER AND CHESTERFIELD DR SRIZ
SWARTZ CREEK WORCHESTER
SWARTZ CREEK SRIZ
SWARTZ CREEK
SWARTZ CREEK
WORCHESTER

ORIGIN: DATE: 03/15/17
DRAWN: DATE: 03/15/17
CHECKED: DATE: 03/15/17
APPROVED: DATE: 03/15/17

STAKED: YES NO
TREES: YES NO
NO. OF RIBS: 0000
TLM# NUMBER: 0655032210
SHEET 1 OF 1

CONSTRUCTION CERTIFICATION:
This was constructed as Engineered or Changed as Indicated.
All other construction indicated is Subject to Direct Change of Work
Dates Shaded Completed
MISS DIG NUMBER: DATE:

0655032210
03
10202
5078923
5078923
5078923

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

**PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO
 CONSUMERS ENERGY IN THE ENVELOPE PROVIDED**

TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:

POBoxCEServiceRequest@cmsenergy.com

<input checked="" type="checkbox"/>	SIGNED ELECTRIC CONTRACT (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
-------------------------------------	---

<input checked="" type="checkbox"/>	PAYMENT WITH INVOICE STUB (TOP STUB IS REQUIRED FOR PROCESSING)
-------------------------------------	---

<input type="checkbox"/>	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
--------------------------	--

<input type="checkbox"/>	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK)
--------------------------	---

<input type="checkbox"/>	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
--------------------------	---

<input checked="" type="checkbox"/>	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
-------------------------------------	---

<input type="checkbox"/>	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
--------------------------	---

<input type="checkbox"/>	OTHER:
--------------------------	---------------

NOTIFICATION REFERENCE NUMBERS

ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	1038592171



AGREEMENT FOR MODIFICATIONS OF ELECTRIC FACILITIES (NONREFUNDABLE)

PART I

Effective Date: _____ Notification Number: 1038592171
(Drawing Attached, Exhibit A)

Company:

CONSUMERS ENERGY COMPANY
a Michigan Corporation

Customer:

CITY OF SWARTZ CREEK
(Name)

530 West Willow St

8083 CIVIC DR

(Street and Number)

Lansing, MI 48909

SWARTZ CREEK, MI 48473

(Address)

(City, State and Zip Code)

Attention: _____

Attention: ADAM ZETTEL

Service Location: WORCHESTER AND CHESTERFIELD DR STLT

Township GAINES

County GENESEE

Town 06

Range 55

Section 03

Price: \$ 54,815.00

NOTE: ADDITIONAL CHARGES MAY BE OWED. SEE PART II, SECTION 2 and 5 FOR DETAILS.

The Price is good for sixty (60) days from the effective date above. Part II, CONSUMERS' FACILITIES AGREEMENT TERMS AND CONDITIONS is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS. CONSUMERS ENERGY COMPANY EXPRESSLY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SET FORTH IN ANY PURCHASE ORDER ISSUED BY CUSTOMER OR IN ANY OTHER CONTRACT DOCUMENT ISSUED BY CUSTOMER.

CONSUMERS ENERGY COMPANY

CITY OF SWARTZ CREEK
(Customer)

By _____
(Signature)

By _____
(Signature)

(Print or Type Name)

(Print or Type Name)

(Date Signed)

(Date Signed)

Title _____

Title _____



**AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)**

**TERMS AND CONDITIONS
PART II**

1. For any new facilities being installed to accommodate new load to the Company's system, a non-refundable contribution pursuant to tariffs filed with the Michigan Public Service Commission (Rule C6) is included in the Price.

In consideration of Customer's request and agreement to pay all the costs of relocation/modification of Consumers' facilities, Consumers hereby agrees to relocate and/or modify its electric facilities. The facilities to be relocated or modified are shown on the drawing attached as Exhibit A. Pursuant to tariffs filed with the Michigan Public Service Commission (Rule C1), when relocation or modification of Consumers' facilities is requested or made necessary by a customer, all costs for the relocation or modification are charged to the requesting party.

For the above mentioned activities, all costs are non-refundable and are due prior to the start of construction. The Customer shall pay the Price identified in Part I upon execution of this Agreement.

2. After all work is completed, Consumers will invoice the Customer for any additional amounts owed.

The Customer is solely responsible to contact the owner of any phone, cable TV or any other facility that may be attached to Consumers' poles and make arrangements for the removal and/or relocation of those facilities at the Customer's expense. The Price identified in Part I does not include any cost the owner of those facilities may charge for the removal and/or relocation.

The Customer shall also be responsible for additional extraordinary construction costs that result from, but are not limited to site conditions, environmental contamination, underground, or buried obstructions, permit fees or other governmental restrictions. If work is to be completed outside of Consumers' normal working hours at the Customer's request, incremental costs shall apply, and these costs will be the Customer's responsibility.

Any amounts to be paid pursuant to this Agreement are exclusive of federal, state, county, municipal, or local property, license, excise, sales use, gross receipt or similar tax with respect to the work covered hereunder and if Consumers is required by applicable law or regulation to pay or collect any such tax or if any such taxes are assessed against Consumers on account of performance of this Agreement, no matter when such assessment is made, then such tax or taxes shall be paid by the Customer to Consumers in addition to the amounts provided for herein.

3. Prior to the installation of the facilities, and as a condition precedent thereto, the Customer shall provide, at no expense to the Company, recordable easements, on a form provided by the Company, granting all necessary rights of way for installation and maintenance of said facilities. If said facilities are to serve a residential subdivision, said easements shall include, but not be limited to, rights of way for streetlighting in the subdivision by means of underground facilities, even though Consumers does not undertake to provide streetlighting facilities and service as a part of this Agreement. If said easements are not secured and delivered to Consumers within thirty (30) days after execution of this Agreement, Consumers may, at its option, refund all payments made to it hereunder by the Customer, without interest, after deducting reasonable expenses incurred by Consumers on account of this Agreement, and this Agreement shall thereupon terminate.

4. For any underground facilities included in the work to be performed hereunder, the Customer shall provide, at no expense to Consumers, rough grading (not more than three inches below finished grade) so that the underground facilities can be properly installed in relation to the finished grade level. The Customer shall maintain the average elevation within six feet of any cable, conduit wire, conductor or other underground facility thereafter at a level not to exceed twelve inches above or three inches below the grade level established at the time of installation of said underground facilities. Further, the Customer shall maintain the ground surface elevation in an area four feet wide around any transformer pad, subsurface transformer, junction vault or other support at an elevation of not less than three inches and not more than six inches below the base of any transformer mounted on a pad or other support and not more than six inches below the top of any subsurface transformer or junction vault; provided, however, that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of Consumers. Consumers will backfill and place excavated earth over any area of construction; the Customer is responsible for the final restoration of the construction area.



**AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)**

TERMS AND CONDITIONS (CONT.)

5. If any underground facilities or any portion thereof are to be installed between December 15 and April 15, the Customer shall, prior to installation of said underground facilities or portion thereof, pay Consumers an additional nonrefundable contribution per trench foot as stated in the "Computation of Electric Distribution System Line Extension Deposit and Contribution" for the portion of said facilities installed during said period (Winter construction/practical difficulties charge). The Customer will receive a credit for any part of such winter charge paid by other utilities for joint use of the trench or paid by the Customer for installation, by Consumers, of gas pipe in the same trench. No portion of said facilities will be installed between December 15 and April 15, unless the Customer has paid such additional contribution.

In addition, a further nonrefundable contribution in addition to that provided for herein may be required where, in Consumers' judgment, practical difficulties not considered in determining the Customer's estimate such as water conditions or rock near the surface are encountered during construction. If the Customer does not make such additional contribution within fifteen (15) days after receiving written notice of the necessity for and amount of such additional contribution, Consumers may, at its option, refund all payments made to it hereunder by the Customer, without interest and deducting reasonable expenses incurred by Consumers, and this Agreement shall thereupon terminate.

6. Consumers shall not be in breach of contract as a result of any delay in performing its obligations if such delay is due to strikes or other labor troubles; inability to obtain labor, materials, components, supplies, for any reason, including default of suppliers or subcontractors; acts of God; fire; flood; storm; earthquake or other natural calamities; war; insurrections; riot; embargoes; curtailment; order; regulations or restriction imposed by governmental authorities; or any other cause which is beyond the reasonable control of Consumers, whether of a similar or dissimilar nature and whether or not existing or foreseeable on the scheduled date of commencement of the work. Consumers shall have no obligation to settle any strike or other labor difficulty in a manner not completely satisfactory to it. Should any such delay occur, the time for the performance of Consumers' obligations shall be extended by a time equal to the length of the delay plus such additional time as is reasonably necessary to enable Consumers to resume performance of its obligations.

7. Consumers warrants that any work performed under this Agreement shall be performed by properly skilled personnel in accordance with generally accepted standards for the work being performed. The sole liability of Consumers for defective work under this warranty or otherwise, shall be limited to reperforming any such work on the same conditions as the original work. The foregoing is the Customer's exclusive remedy and, EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

In no event shall Consumers be liable for any loss or damage whatsoever, by reason of its failure to discover, report or modify latent defect or defects inherent in the subject matter of the work. The aforementioned warranty is subject to the following conditions:

(a) Consumers shall not be responsible for repairs, replacements, or corrections made by others with respect to the work performed by Consumers.

(b) The Customer shall notify Consumers in writing of any breach or warranty with respect to the services performed by Consumers within ten (10) days after completion of the work.

8. THE TOTAL LIABILITY OF CONSUMERS, ITS AGENTS, EMPLOYEES, VENDORS AND CONTRACTORS WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF THIS CONTRACT INCLUDING THE PERFORMANCE OF OBLIGATIONS IN CONNECTION WITH THE WORK HEREUNDER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED IN AGGREGATE ONE THOUSAND DOLLARS (\$1,000.00) AND SHALL IN NO EVENT INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ITS USE; LOSS BY REASON OF PLANT OR EQUIPMENT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY; INCREASED EXPENSE OR OPERATION OF PLANT OR EQUIPMENT; INCREASED COSTS OF PURCHASING OR PROVIDING EQUIPMENT, MATERIALS, SUPPLIES OR SERVICES OUTSIDE CONSUMERS' SCOPE OR SUPPLY; COSTS OR REPLACEMENT POWER OR CAPITAL; CLAIMS OF THE CUSTOMER'S CUSTOMERS; OR INVENTORY OR USE CHARGES, EVEN IF CONSUMERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



**AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)**



**AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)**

TERMS AND CONDITIONS (CONT.)

This limitation of liability section shall prevail over any conflicting or inconsistent provisions contained herein or in any other applicable document and shall be in effect even if the remedy or remedies set forth herein fail in their essential purpose.

9. The Customer shall indemnify and hold Consumers, its agents, employees, vendors and contractor(s) harmless from and against, and shall at Consumers' option undertake the defense of, any and all claim, losses, liability and damage (including environmental harm) and including reasonable attorney's fees which Consumers might sustain or incur or which might be asserted by any third party against Consumers as a result of the services provided under this Agreement, whether based on warranty, contract, tort (including negligence), strict liability or otherwise, unless caused solely by the negligence of Consumers, its agents or employees.

10. Any assignment or any part thereof by the Customer without the previous written permission of Consumers shall be void and of no effect. Consumers may subcontract any services hereunder.

11. This agreement does not create an employer/employee relationship between the parties. Consumers will retain sole and absolute discretion over the manner and means of carrying out Consumers' responsibilities hereunder.

12. The terms of this Agreement shall not be changed superseded or supplemented, except in writing by an authorized representative of Consumers and by a duly authorized representative of Customer.

13. This Agreement shall be deemed a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan. With respect to the subject matter hereof, this Agreement supersedes all previous representations, understandings and negotiations, either written or oral, between the parties hereto or their representatives and constitutes the entire contract between the parties. This Agreement is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein. No part of any purchase order, request for proposal or other documents issued by Customer shall be binding upon Consumers or affect its rights or obligations hereunder unless signed by a duly authorized representative of Consumers.

14. 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.

15. Additional Items



Account Number 300011125915
Account Name CITY OF SWARTZ CREEK
Address 8083 CIVIC DR
 SWARTZ CREEK, MI 48473

Invoice Number 9309747356
PO Number
PO Date
Bill Date 04/06/17
DUE DATE 05/06/17

CITY OF SWARTZ CREEK
 8083 CIVIC DR
 SWARTZ CREEK MI 48473-1377

Comments: WORCHESTER AND CHESTERFIELD DR - SWARTZ CREEK - STREETLIGHTING - NOTIFICATION NUMBER (s): - - - - - 1038592171 -
 Contact our secure credit/debit card payment center at 866-329-9593 to make a payment or visit us at ConsumersEnergy.com/waystopay to view other convenient payment options.

Item	Description	Quantity	Unit Price	Amount
40010403	Electric Streetlights-CIAC Streetlight Light Project at Worcester and Chesterfield Dr in Swartz Creek	1.0 EA	\$54,815.00	\$54,815.00
Payment Terms:				Due by: 05/06/17
			TOTAL DUE:	\$54,815.00
PLEASE ENCLOSE THE BOTTOM PORTION OF THIS INVOICE WITH YOUR PAYMENT. THE ACCOUNT NUMBER IS NECESSARY TO ENSURE YOUR PAYMENT IS PROPERLY CREDITED. THANK YOU				

Contact Information: KERRY A SNIDER -810-760-3335 -

Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan.

Please detach this stub and return it with your payment



CONSUMERS ENERGY
 CEM Support Ctr - Lansing RM 122
 PO Box 30162
 Lansing, MI 48909-7662

PREPAYMENT REQUEST
 CITY OF SWARTZ CREEK
 8083 CIVIC DR
 SWARTZ CREEK MI 48473-1377

Due Date	Total Due
05/06/17	\$54,815.00
Amount Enclosed	\$

**GO-READY Checklist
Natural Gas & Electric Request**



Thank you for contacting Consumers Energy for your energy needs. This form is a requirement for scheduling your service installation. You will receive a contact from Consumers Energy one to two days before our scheduled arrival. If it is deemed any of the requirements are not met upon our arrival, Consumers Energy reserves the right to reschedule your job.

Please return completed Checklist to one of the following (e-mail preferred):
E-mail: poboxceservicerequest@cmsenergy.com Fax: 517-374-2424 Mail: Consumers Energy Service Request, 530 W Willow St, Lansing, MI 48906

Notification #: 1038592171

Service Address: WORCHESTER AND CHESTERFIELD DR, SWARTZ CREEK

Please check all requirements on the checklist below before returning this document. Providing accurate information upon completion when submitting your form helps assure construction execution upon crew arrival.

- | | <u>YES</u> | <u>N/A</u> |
|---|--------------------------|--------------------------|
| 1. Has your payment been submitted to Consumers Energy? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has your gas meter location been clearly marked, and/or your electric meter socket properly installed at the agreed upon location? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Has your electric meter been inspected and approved by the local city/township inspector? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is the site within 3 inches of final grade? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is a 12' wide path clear of debris and construction equipment? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Site Ready Photo (subdivision services only). Include photo with Checklist. | <input type="checkbox"/> | |

Making Consumers Energy aware of any customer owned, underground facilities present, by clearly identifying and indicating the facility of their location reduces the risk of damages. Locate or expose any privately owned underground facilities or buried obstructions including, but not limited to:

	<u>YES</u>	<u>N/A</u>		<u>YES</u>	<u>N/A</u>
Septic tank (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Underground yard lighting	<input type="checkbox"/>	<input type="checkbox"/>
Drain field (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Sprinkler systems	<input type="checkbox"/>	<input type="checkbox"/>
Well (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Electronic dog fences	<input type="checkbox"/>	<input type="checkbox"/>

Other:

These facilities must be marked with stakes, spray paint or flags. Consumers Energy and/or its agents will not be held responsible for damage that occurs to customer-owned underground facilities that are not properly located and marked before service installation.

After services are installed, excavation will be backfilled. Final restoration is your responsibility.

Thank you for your partnership!

Printed Name:

Signature:

Date:



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention.™

April 14, 2017

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

RE: Five Year Community Recreation Plan

Dear Mr. Zettel:

ROWE Professional Services Company (ROWE) appreciates this opportunity to provide a proposal to assist the City of Swartz Creek with its Five Year Community Recreation Plan. The city's current plan will be expiring at the end of 2017. ROWE has assisted with the last two recreation plans, including the successful application and award of the Recreation Passport Grant for Elms Park which will be completed this summer. An approved plan is required for communities who wish to pursue funding through the Michigan Department of Natural Resources (DNR) for various grant programs. It also documents public support for projects that may use other funding sources, such as Transportation Enhancement funds.

ROWE will utilize our experience with the city developing its previous recreation plans, site concepts, and grant applications to assist with our process. In developing a Five Year Community Recreation Plan we follow the current "Guidelines for Preparing a Community Recreation Plan" published by the DNR. We recognize the planning skills the city has in-house and have prepared a scope of work that can adjust to best meet your needs and available time.

I look forward to assisting you and your Park and Recreation Advisory Commission in developing this new plan. Please contact Lou Fleury or myself at (810) 341-7500 with any questions you may have.

Sincerely,
ROWE Professional Services

Doug Schultz, PLA
Director of Landscape Architecture

Having reviewed this proposal, acceptance of this proposal is hereby confirmed. ROWE Professional Services Company is authorized to proceed with the work.

Accepted by: _____
Signature Date

Print Name and Title

R:\sdsk\Proj\PROPOSAL\LANDARCH\Swartz Creek\rec plan 2017.doc

Statement of Understanding

The MDNR requires two methods of public input within the planning process. As before, we recommend having an open-house workshop format. This has been well attended by both families and seniors within the community. It allows a good venue to engage with the community. We have had good results with other Clients coupling this with an existing event in the community (baseball sign ups, Rotary fund raiser, pancake breakfasts, etc.) which could also be considered. The public input process will also include three meetings with the Parks and Recreation Commission, one workshop, and one public hearing.



Project Approach

We acknowledge that you, city officials, and the community at large are the experts concerning your desires and needs. We will identify those needs and explore efficient ways to meet them. It is understood that there will be the single point of contact at the city that will provide all project direction. Doug Schultz, PLA, will serve as your project manager with input from Lou Fleury, P.E. We will review our scope at the kick off meeting and adjust along the way based on your direction and ability to complete some of the tasks in-house. We understand there may be updates to the non-motorized plan for the city. This plan and narrative will be included in the plan as an appendix. Our schedule allows for a final adoption in January of 2018 to maximize the 5 year time period of the Recreation Plan for grant funding. The schedule can adjust to meet your needs but is intended to put meetings in the fall when more people are available.

Report / Approvals

This includes research, preparation of a draft and final document, meetings and site visits to report on barrier free accessibility of all park facilities, etc. Narrative will include the efforts of the planning process, public input and the development of specific goals and objectives, and an action plan to guide park improvements.

SCOPE ITEMS/TIMETABLE

Task	Month					
	J U L	A U G	S E P	O C T	N O V	J A N
Meet with city / park advisory board to review project schedule and gather existing information. Identify venue for public meeting / workshop.						
Update recreation inventory of park facilities / ADA review, with input from staff.						
Update the plan's administrative structure component; will require the city to provide updated recreation budget information.						
Meet with Parks Advisory Commission, identify the plan's key issues and priorities. Review and update goals and objectives.						
Host workshop along with city staff and Park Advisory Commission members.						
Provide a draft document to review. Meet to review comments and prioritize action plan. Post for one month public review.						
Update plan based on public input as directed by city. Present the plan at a public hearing with city council and Parks Commission.						
Complete the plan as directed by city. Provide 10 spiral-bound final copies of the plan and one copy of the electronic files.						
Submit to MDNR, regional planning agency, and city. City to upload to mirecgrant.						

Notes:

- + The city will coordinate the advertisement and location of meetings and documentation.
- + Proposal does not include concept site plan or design engineering.
- + City will coordinate resolution and adoption of the final plan and documentation.
- + The scope includes ROWE staff attending a total of five meetings.
- + Plan will include information from previous city documents
- + City will provide post completion reports on any MDNR grant funded projects.

FEE

We propose to complete the work as noted above for a lump sum basis as follows:

1. Attend two meetings with city / advisory commission, update Community Description, Administrative Structure, Recreation Inventory, Goals and Objectives, prepare for workshop.
\$2,000
2. Lead public workshop, attend 1 meeting with city / advisory commission, prepare Action Plan and draft for 1 month review.
\$2,000
3. Revise plan, attend public hearing, and complete final plan with documents from city.
\$1,500

Total fee would be **\$5,500** for a complete plan prepared by ROWE.

An option would be work with the city on a time and materials basis to best leverage tasks that can be completed in-house. We would be happy to discuss the best method to establish this scope at our kick-off meeting.



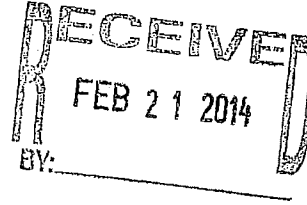
RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



KEITH CREAGH
DIRECTOR

February 14, 2014



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

Dear Mr. Bueche:

SUBJECT: City of Swartz Creek Recreation Plan

Please find attached your copy of the recreation plan checklist recently submitted to our office for approval. Your recreation plan has been approved.

Your recreation plan will expire December 31, 2017.

If you have any questions, please feel free to contact me. Our address is: **Grants Management, Department of Natural Resources, P.O. Box 30425, Lansing, MI 48909-7925.**

Sincerely,

Tamara Jorkasky, Grant Coordinator
Grants Management
517-284-5948
jorkaskyt@michigan.gov

TJ:lh
Attachment



COMMUNITY PARK, RECREATION, OPEN SPACE, AND GREENWAY PLAN CERTIFICATION CHECKLIST

By Authority of Parts 19, 703 and 716 of Act 451, P.A. 1994, as amended, submission of this information is required for eligibility to apply for grants

INSTRUCTIONS: Complete, obtain certification signatures and submit this checklist with a locally adopted recreation plan.

All recreation plans are required to meet the content and local approval standards listed in this checklist and as outlined in the *Guidelines for the Development of Community Park, Recreation, Open Space and Greenway Plans* provided by the Michigan Department of Natural Resources (DNR). To be eligible for grant consideration, plans must be submitted to the DNR prior to the grant application deadline with a completed checklist that has been signed by an authorized official(s) of the local unit of government(s) submitting the plan.

PLAN INFORMATION		
Name of Plan: City of Beaverton Five Year Parks and Recreation Plan 2013-2017		
List the community names (including school districts) covered by the plan	County	Month and year plan adopted by the community's governing body
City of Swartz Creek	Genesee	January 2013

PLAN CONTENT
<p>INSTRUCTIONS: Please check <u>each</u> box to certify that the listed information is included in the <u>final</u> plan.</p> <p><input checked="" type="checkbox"/> 1. COMMUNITY DESCRIPTION</p> <p><input checked="" type="checkbox"/> 2. ADMINISTRATIVE STRUCTURE</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Roles of Commission(s) or Advisory Board(s) <input checked="" type="checkbox"/> Department, Authority and/or Staff Description and Organizational Chart <input checked="" type="checkbox"/> Annual and Projected Budgets for Operations, Maintenance, Capital Improvements and Recreation <input checked="" type="checkbox"/> Programming <input checked="" type="checkbox"/> Current Funding Sources <input checked="" type="checkbox"/> Role of Volunteers <input checked="" type="checkbox"/> Relationship(s) with School Districts, Other Public Agencies or Private Organizations <p style="margin-left: 40px;">Regional Authorities or Trailway Commissions Only</p> <ul style="list-style-type: none"> <input type="checkbox"/> Description of the Relationship between the Authority or Commission and the Recreation Departments of Participating Communities <input type="checkbox"/> Articles of Incorporation <p><input checked="" type="checkbox"/> 3. RECREATION INVENTORY</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Description of Methods Used to Conduct the Inventory <input checked="" type="checkbox"/> Inventory of all Community Owned Parks and Recreation Facilities <input checked="" type="checkbox"/> Location Maps (site development plans recommended but not required) <input checked="" type="checkbox"/> Accessibility Assessment <input checked="" type="checkbox"/> Status Report for all Grant-Assisted Parks and Recreation Facilities <p><input checked="" type="checkbox"/> 4. RESOURCE INVENTORY (OPTIONAL)</p> <p><input checked="" type="checkbox"/> 5. DESCRIPTION OF THE PLANNING PROCESS</p>

6. DESCRIPTION OF THE PUBLIC INPUT PROCESS

Description of the Method(s) Used to Solicit Public Input Before or During Preparation of the Plan, Including a Copy of the Survey or Meeting Agenda and a Summary of the Responses Received

Copy of the Notice of the Availability of the Draft Plan for Public Review and Comment

Date of the Notice December 2, 2013

Type of Notice Newspaper and Public Notice Ad

Plan Location City Offices

Duration of Draft Plan Public Review Period (Must be at Least 30 Days) December 3, 2012 to January 4, 2013

Copy of the Notice for the Public Meeting Held after the One Month Public Review Period and Before the Plan's Adoption by the Governing Body(ies)

Date of Notice December 27, 2013

Name of Newspaper The Flint Journal

Date of Meeting January 14, 2013

Copy of the Minutes from the Public Meeting

7. GOALS AND OBJECTIVES

8. ACTION PROGRAM

9. POST-COMPLETION SELF-INSPECTION REPORT

PLAN ADOPTION DOCUMENTATION

Plans **must** be adopted by the highest level *governing body* (i.e., city council, county commission, township board). If planning is the responsibility of a Planning Commission, Park and Recreation Commission, Recreation Advisory Board or other local Board or Commission, the plan should **also** include a resolution from the Board or Commission recommending adoption of the plan by the governing body.

The local unit of government must submit the final plan to both the County and Regional Planning Agency for their information. Documentation that this was done must be submitted with the plan to the DNR.

Items 1, 3 and 4 below are **required** and must be included in the plan.

APPROVAL DOCUMENTATION: For multi-jurisdictional plans, **each** local unit of government must pass a resolution adopting the plan. Prepare and attach a separate page for each unit of government included in the plan.

1. Official resolution of adoption by the governing body dated: January 28, 2013

2. Official resolution of the _____ Commission or Board, recommending adoption of the plan by the governing body, dated: _____

3. Copy of letter transmitting adopted plan to County Planning Agency dated: February 22, 2013

4. Copy of letter transmitting adopted plan to Regional Planning Agency dated: February 22, 2013

OVERALL CERTIFICATION


NOTE: For multi-jurisdictional plans, Overall Certification must include the signature of each local unit of government. Prepare and attach a separate signature page for each unit of government included in the plan.

I hereby certify that the recreation plan for

City of Swartz Creek
(Local Unit of Government)

includes the required content, as indicated

above and as set forth by the DNR.



Authorized Official for the Local Unit of Government

3-20-2013
Date

This completed checklist must be signed and submitted with a locally adopted recreation plan to:

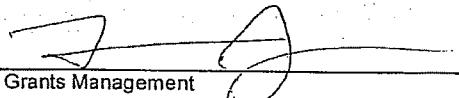
GRANTS MANAGEMENT
MICHIGAN DEPARTMENT OF
RESOURCES
PO BOX 30425
LANSING, MI 48909-7925

RECEIVED
MAR 29 2013
MICHIGAN DNR
GRANTS MANAGEMENT

DNR USE ONLY - APPROVAL

The recreation plan is approved by the DNR and the community (ies) covered by the plan, as listed on page 1 of this checklist is/are eligible to apply for recreation grants through

December 31, 2017
Date

By: 
Grants Management

2-14-14
Date

From: [Andy Harris](#)
To: [Adam Zettel](#); [Tom Svrcek](#)
Cc: [Steve Warren](#)
Subject: RE: Dedicated left turn phases
Date: Thursday, April 13, 2017 12:14:27 PM

Good afternoon Adam,

I discussed this intersection with our traffic and signal group. In order to add a left turn phase the existing signals would require modernization (i.e. upgrading) with a new box-span design, left turn signals, vehicle detection, and upgraded pedestrian facilities. We'd estimate the cost to upgrade the signal to be in the \$150k to \$170k range.

I think it's important to note that the study showed the left turn delays may be improved however the overall intersection performance (i.e. Level of Service) would be decreased. Also, upgrading the signals may require some property to be acquired at the northeast quadrant to allow room for a pole to be installed. Plus the ADA ramps at all quadrants would need to be updated to meet current standards. There are a few existing pedestrian obstructions, specifically at the northeast quadrant, that would need to be addressed as well. It is possible to upgrade, but these are a few challenges that would be anticipated.

Let me know how you'd like to proceed. If upgrading the intersection is a viable option we could look into potential funding opportunities.

Thanks – have a good one!

Andy

ANDY HARRIS | **OHM Advisors**[®]

D. (810) 396-4015, 4353 | **C.** (810) 845-4871 | **O.** (810) 396-4015

andy.harris@ohm-advisors.com | OHM-Advisors.com

From: Adam Zettel [mailto:azettel@cityofswartzcreek.org]

Sent: Tuesday, April 11, 2017 9:02 AM

To: Tom Svrcek <tsvrcek@cityofswartzcreek.org>; Andy Harris <Andy.Harris@ohm-advisors.com>

Subject: Dedicated left turn phases

Can we discuss options for Morrish and Miller at some point? This issue keeps coming up.

Adam Zettel, AICP

City Manager

Swartz Creek City

8083 Civic Drive

Swartz Creek, MI 48473

810.635.4464 general office

810.287.2147 cell

Savemicity.org: Amount of Revenue Sharing Lost Since 2002

Year	Const.	Statutory	Total	Full Statutory	Statutory	Full	Cummulative
	Payments	Payments	Payments	Payments	Reduction	Funding	Difference
2003	\$340,114.00	\$190,187.00	\$530,301.00	\$207,917.00	(\$17,730.00)	\$548,031.00	(\$17,730.00)
2004	\$336,420.00	\$140,190.00	\$476,610.00	\$205,658.80	\$65,468.80	\$542,078.80	(\$83,198.80)
2005	\$344,448.00	\$126,967.00	\$471,415.00	\$210,566.44	\$83,599.44	\$555,014.44	(\$166,798.24)
2006	\$350,312.00	\$115,858.00	\$466,170.00	\$214,151.20	\$98,293.20	\$564,463.20	(\$265,091.44)
2007	\$343,034.00	\$109,253.00	\$452,287.00	\$209,702.04	\$100,449.04	\$552,736.04	(\$365,540.48)
2008	\$354,488.00	\$97,799.00	\$452,287.00	\$216,704.05	\$118,905.05	\$571,192.05	(\$484,445.53)
2009	\$334,324.00	\$97,799.00	\$432,123.00	\$204,377.48	\$106,578.48	\$538,701.48	(\$591,024.01)
2010	\$324,082.00	\$60,248.00	\$384,330.00	\$198,116.39	\$137,868.39	\$522,198.39	(\$728,892.40)
2011	\$388,463.00	\$0.00	\$388,463.00	\$237,473.50	\$237,473.50	\$625,936.50	(\$966,365.90)
2012	\$413,480.00	\$40,869.00	\$454,349.00	\$252,766.78	\$211,897.78	\$666,246.78	(\$1,178,263.68)
2013	\$422,039.00	\$43,788.00	\$465,827.00	\$257,999.03	\$214,211.03	\$680,038.03	(\$1,392,474.71)
2014	\$431,937.00	\$45,900.00	\$477,837.00	\$264,049.83	\$218,149.83	\$695,986.83	(\$1,610,624.55)
2015	\$438,720.00	\$47,301.00	\$486,021.00	\$268,196.39	\$220,895.39	\$706,916.39	(\$1,831,519.94)
2016	\$438,299.00	\$47,301.00	\$485,600.00	\$267,939.02	\$220,638.02	\$706,238.02	(\$2,052,157.96)

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 03/31/2017

GL NUMBER	2016-17 AMENDED BUDGET	YTD BALANCE 03/31/2017	AVAILABLE BALANCE	% BDGT USED
Fund 101 - General Fund				
Fund 101 - General Fund:				
TOTAL REVENUES	2,531,144.71	2,085,074.26	446,070.45	82.38
TOTAL EXPENDITURES	2,478,010.27	1,793,716.99	684,293.28	72.39
NET OF REVENUES & EXPENDITURES	53,134.44	291,357.27	(238,222.83)	548.34
Fund 202 - Major Street Fund				
Fund 202 - Major Street Fund:				
TOTAL REVENUES	445,250.74	260,698.58	184,552.16	58.55
TOTAL EXPENDITURES	677,077.12	499,337.23	177,739.89	73.75
NET OF REVENUES & EXPENDITURES	(231,826.38)	(238,638.65)	6,812.27	102.94
Fund 203 - Local Street Fund				
Fund 203 - Local Street Fund:				
TOTAL REVENUES	678,474.00	252,159.60	426,314.40	37.17
TOTAL EXPENDITURES	664,831.18	234,328.88	430,502.30	35.25
NET OF REVENUES & EXPENDITURES	13,642.82	17,830.72	(4,187.90)	130.70
Fund 204 - MUNICIPAL STREET FUND				
Fund 204 - MUNICIPAL STREET FUND:				
TOTAL REVENUES	608,060.00	589,860.75	18,199.25	97.01
TOTAL EXPENDITURES	341,772.00	0.00	341,772.00	0.00
NET OF REVENUES & EXPENDITURES	266,288.00	589,860.75	(323,572.75)	221.51
Fund 226 - Garbage Fund				
Fund 226 - Garbage Fund:				
TOTAL REVENUES	381,583.47	363,951.61	17,631.86	95.38
TOTAL EXPENDITURES	429,654.06	274,011.84	155,642.22	63.77
NET OF REVENUES & EXPENDITURES	(48,070.59)	89,939.77	(138,010.36)	187.10
Fund 248 - Downtown Development Fund				
Fund 248 - Downtown Development Fund:				
TOTAL REVENUES	68,320.00	64,197.95	4,122.05	93.97
TOTAL EXPENDITURES	68,630.00	7,013.21	61,616.79	10.22
NET OF REVENUES & EXPENDITURES	(310.00)	57,184.74	(57,494.74)	18,446.69
Fund 265 - Drug Enforcement Fund				
Fund 265 - Drug Enforcement Fund:				
TOTAL REVENUES	5,999.48	5,999.48	0.00	100.00
TOTAL EXPENDITURES	10,213.26	10,213.26	0.00	100.00
NET OF REVENUES & EXPENDITURES	(4,213.78)	(4,213.78)	0.00	100.00

GL NUMBER	2016-17 AMENDED BUDGET	YTD BALANCE 03/31/2017	AVAILABLE BALANCE	% BDGT USED
Fund 350 - City Hall Debt Fund				
Fund 350 - City Hall Debt Fund:				
TOTAL REVENUES	98,535.00	98,513.19	21.81	99.98
TOTAL EXPENDITURES	98,000.00	11,327.50	86,672.50	11.56
NET OF REVENUES & EXPENDITURES	535.00	87,185.69	(86,650.69)	16,296.39
Fund 402 - Fire Equip Replacement Fund				
Fund 402 - Fire Equip Replacement Fund:				
TOTAL REVENUES	30,060.00	30,069.56	(9.56)	100.03
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	30,060.00	30,069.56	(9.56)	100.03
Fund 590 - Water Supply Fund				
Fund 590 - Water Supply Fund:				
TOTAL REVENUES	1,839,745.88	1,630,467.05	209,278.83	88.62
TOTAL EXPENDITURES	2,822,201.62	1,569,601.53	1,252,600.09	55.62
NET OF REVENUES & EXPENDITURES	(982,455.74)	60,865.52	(1,043,321.26)	6.20
Fund 591 - Sanitary Sewer Fund				
Fund 591 - Sanitary Sewer Fund:				
TOTAL REVENUES	1,290,860.88	932,148.65	358,712.23	72.21
TOTAL EXPENDITURES	1,846,110.58	1,028,158.45	817,952.13	55.69
NET OF REVENUES & EXPENDITURES	(555,249.70)	(96,009.80)	(459,239.90)	17.29
Fund 661 - Motor Pool Fund				
Fund 661 - Motor Pool Fund:				
TOTAL REVENUES	236,166.44	136,166.34	100,000.10	57.66
TOTAL EXPENDITURES	298,542.48	124,891.03	173,651.45	41.83
NET OF REVENUES & EXPENDITURES	(62,376.04)	11,275.31	(73,651.35)	18.08
Fund 865 - Sidewalks				
Fund 865 - Sidewalks:				
TOTAL REVENUES	10,000.00	1,845.00	8,155.00	18.45
TOTAL EXPENDITURES	9,500.00	2,790.00	6,710.00	29.37
NET OF REVENUES & EXPENDITURES	500.00	(945.00)	1,445.00	189.00
Fund 866 - Weed Fund				
Fund 866 - Weed Fund:				
TOTAL REVENUES	7,800.00	4,950.00	2,850.00	63.46
TOTAL EXPENDITURES	1,640.00	1,595.00	45.00	97.26
NET OF REVENUES & EXPENDITURES	6,160.00	3,355.00	2,805.00	54.46



**GENESEE COUNTY ROAD COMMISSION
PURCHASING OFFICE**

April 18, 2017

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

Subject: 2017-2018 - Winter Season—Item #32--Bulk Rock Salt

Mr. Tom Svrcek:

This correspondence is to inform you that the Genesee County Road Commission Board of Commissioners approved the 2017-2018 Winter Season—Bulk Rock Salt Bid to the following company:

Detroit Salt Company
12841 Sanders Street
Detroit, MI 48217
Phone: (313) 841-5144

Due to the partnering/business relationship with the Genesee County Road Commission and the agencies that piggyback from our contract, Detroit Salt Company/CEO and the GCRC Purchasing negotiated the unit price of \$53.40/ton for the 2017-2018 Budget Year.

Each agency that is cooperatively purchasing from our salt bid will be responsible for ordering their salt separately. Salt will be ordered on an as needed basis.

Your projected usage of Salt for the 2017-2018 Winter Season is **1,100 tons**.

Please understand that this was a negotiated pricing. We cannot guarantee that this unit price will be the same again next year.

I would like to reiterate that you will be dealing directly with the vendor for ordering and invoicing of your salt.

Enclosed you will find copies of all necessary papers to proceed with your order.

If you have any questions, please contact me at (810) 767-4920, ext. 271 or email: sjaeger@gcrc.org.

Sincerely,

A handwritten signature in blue ink that reads "Stephanie Jaeger".

Stephanie Jaeger
Interim Purchasing Manager