

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, February 12, 2018, 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 January 22, 2018 MOTION Pg. 17
5. **APPROVE AGENDA:**
 - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
 - 6A. City Manager's Report MOTION Pg. 2
 - 6B. Ground Water Ordinance Draft Pg. 23
 - 6C. Bridge Inspection Proposal Pg. 38
 - 6D. Solar Panel Option Pg. 41
 - 6E. Fairchild Preliminary Engineering Pg. 43
 - 6F. Genesee County Drain Commission Rate Notice Pg. 81
 - 6G. Consumers Energy Hearing Notice Pg. 82
 - 6H. CGI Communications Program Information Pg. 83
 - 6I. MML Loss Prevention Audit Pg. 87
 - 6J. Check Register Pg. 90
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Fire Board Appointment RESO Pg. 13
 - 8B. Bridge Inspection Proposal RESO Pg. 14
 - 8C. Fairchild Preliminary Engineering (TIP) RESO Pg. 15
 - 8D. CGI Video Service Agreement RESO Pg. 15
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

Next Month Calendar

Planning Commission:	Tuesday, February 13, 2018, 7:00 p.m., PDBMB (one week later)
Downtown Development Authority:	Thursday, February 15, 2018, 6:00 p.m., PDBMB (one week later)
Fire Board:	Tuesday, February 20, 2018, 6:00 p.m., Public Safety Bldg
ZBA:	Wednesday, February 21, 2018, 6:00 p.m., PDBMB (if needed)
City Council:	Monday, February 26, 2018, 7:00 p.m., PDBMB
Metro Police:	Wednesday, February 28, 2018, 10:00 a.m., Metro PD HQ
Planning Commission:	Tuesday, March 6, 2018, 7:00 p.m., PDBMB
Park Board:	Wednesday, March 7, 2018, 5:30 p.m., PDBMB
Downtown Development Authority:	Thursday, March 8, 2018, 6:00 p.m., PDBMB
City Council:	Monday, March 12, 2018, 7:00 p.m., PDBMB

City of Swartz Creek
CITY MANAGER'S REPORT
Regular Council Meeting of Monday, February 12, 2018 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: February 1, 2018

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **MICHIGAN TAX TRIBUNAL APPEALS** (*No Change of Status*)

The 2016 Huizinga appeal has been settled without much change. Since the petitioner is not happy with this value, they will not settle the 2017 appeal. Heather recommends that we do an appraisal for the 2017 appeal since our values are still very far apart.

The golf appraisal is underway. They do not appear to be cooperating. The allocation of value between the city and Flint Township is as much an issue as the establishment of a total true cash value for the entire course. While all the road frontage, structures, and much acreage is in the city, there is more land area for the course in the township. This circumstance is problematic for us.

✓ **STREETS** (*See Individual Category*)

✓ **2017-2020 TRAFFIC IMPROVEMENT PROGRAM (TIP)** (*Business Item*)

We are moving forward with our project that was approved in this three year federal funding cycle. The next step is to approve preliminary engineering and design, with the intention of bidding Fairchild Street this coming winter for 2019 construction.

The engineering and construction are to be matched by federal funds, covering 80% of our expenses within the cap set by the county. I have included the proposal from Rowe. As noted previously, since this engineering expense is under \$100,000, we do not need to use a federally qualified engineering firm. As it happens, Rowe was selected in the last local qualified bidding selection process that the city undertook.

After this three year cycle is complete, 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.

✓ **STREET PROJECT UPDATES** (*Update*)

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.

Consumers Energy preparing for work on Daval gas lines now! They should start on February 7th. We will be getting letters out to the public when we have our formal preconstruction meeting with the contractor after February 12th

In previous discussions, decisions were made to expand the use of door hangers for communication purposes, to expand and better delineate the staging area in a manner that secures it from the public and protects existing trees.

Additional fluted signs are coming for stop signs in the existing and proposed reconstruction areas. Decorative lighting contracts are being created. The construction schedule for 2018 appears to be much shorter than 2017, with work expected to begin sooner and be done in September.

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

✓ **SEWER REHABILITATION PROGRAM** *(Update)*

Lining work is underway for Chelmsford and Valleyview Drives. Inspection of Winshall has also been completed.

This multi-year program is on schedule and budget. Based upon current rates and existing fund balance, staff may recommend expending more in the next year or two on the sewer rehabilitation plan in order to get some higher risk assets completed more quickly. This could include Winshall Drive and Miller Road sections.

✓ **WATER MAIN REPLACEMENT** *(No Change of Status)*

The council approved the proposal from the engineer to seek grant funds for the next water main replacement that is integrated with our 20 year street plan. 2018 will be Daval, followed by Chelmsford and Oakview in subsequent years. Obviously, Miller and Morrish Roads are mid-term priorities for replacement and may be looked at separately for such grant/loan funding.

We are working with the engineer on this submission. There is a lot of paperwork that is relatively unpleasant. We do not have a timeline for submission, but are hopeful that it is worth it.

Genesee County Drain Commission - Water and Waste Services still intends to update its 2003 Water Master Plan this year. During this process, they are going to analyze the Swartz Creek area to ascertain what current and future needs are. This information will then be used by their consultant to make determinations concerning additional water feeds into the area and the sizing of the water main, including Miller Road.

Their plan is to rely less on Miller Road and more on secondary feeds that could approach the city from the north, south, and west. This would be good for us in the long run and negates the concern that Miller Road would need to be increased in size and/or used as an intercommunity transmission line.

As observed with the break that was experienced on December 18th, additional feeds from other directions is essential for the west end of the county.

The city is also working with the county to abandon the Dye Road water main in the vicinity of the rail line. This line is prone to breaks, which can be very costly and dangerous near the rail spur. The intention would be to connect our customers to the other side of the street, onto the county line. It appears the transition cost would

be about \$25,000. We will work with the county on this matter and report back on our findings.

✓ **WATER SYSTEM STATE REVIEW** *(No Change of Status)*

Michigan Department of Environmental Quality staff have performed an annual review of our operations. They are requiring some documentation and changes:

1. We are required to have a 5 and 20 year capital improvement plan. We have this on file.
2. The city must have a valve maintenance program that includes a general schedule for exercising valves. Staff will document our policy moving forward.
3. The city must supply our purchase contract with Genesee County for our water supply. This document is on file and shall be provided to the DEQ.
4. The city must provide a water main inventory. We have this on file.
5. The city must provide an updated Emergency Response Plan. We have this on file.

✓ **NPDES STATE REVIEW** *(No Change of Status)*

The permit has been resubmitted to the state. Lots of work was put into this by Rebecca and Jody! After speaking to the state official overseeing our application, I believe we are in a good spot as it relates to the completeness and timeliness of the permit at this point. I will keep the council informed. The previous report follows:

Michigan Department of Environmental Quality staff have performed a paper audit of our storm water management policies, ordinances, and procedures. They have a number of requests for supplemental paperwork that the city and Genesee County Drain Commissioner's office (Surface Water Management Division) must provide.

Tom and Rebecca are working to provide the required information. The state staff involved are very accommodating, and I do not expect any issues with reporting.

This request stems from the National Pollutant Discharge Elimination System, which resulted in the cooperative program operated by the county in which the city participates. They charge an annual fee to conduct monitoring, public education, and reporting. They also assisted in the draft of the city's massive storm water ordinance that was passed relatively recently.

✓ **POLICE SERVICE** *(Update)*

The Metro PD met on January 24th. The big news is that the Chief announced his retirement, effective at the end of February. A committee was formed to look at succession planning. There is also a movement to host a visioning session to affirm the mission and objectives of the authority. I support both initiatives.

The board appears to be moving forward with offering "Tier II" service at lower pricing. I am not sure what impact this will have on the authority budget or service level to our community. The provision for services to Thetford Township was discussed as a "pilot" for this option. Thetford Township declined to proceed with further discussions or presentations in January.

✓ **HERITAGE VACANT LOTS** *(No Change of Status)*

Sale instruments are ready for execution. Sale proceeds will be paid to the Heritage Village of Swartz Creek Home Owners Association unless otherwise encumbered or owed to the Genesee County Treasurer (Land Bank).

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

A meeting was held on August 22nd and was well attended. Invitations were sent to all owners in Winchester Woods as noted in the previous meeting packet. The conversation was engaging and rational. However, not much consensus resulted. What I was able to take away from the conversation is that the woods area is an asset that most folks would rather see left intact. There was not much support for investing in improvements to make the lots usable for single family construction.

There was some support for area-wide and/or focused drainage improvements in the form of piping and ditching. I will look to create a survey instrument when things calm down in the fall that might better inform us of what people would like to see happen.

The previous report follows:

The city engineer has created a set of investment options for this subdivision. If the agenda was not jam packed, this would be up for presentation/discussion. For the time being, the proposals are included for review and future discussion (albeit small in scale). One proposal costs \$2.6 million and addresses all outstanding drainage, sanitary sewer, and water service needs. This design is the text book solution to all existing drainage issues, of which there are many. It also prepares the vacant lots for development. I suspect this is too much investment for this area to endure, no matter how the assessment is appropriated.

A second proposal costs \$750,000 and only addresses the immediate needs necessary to make the vacant land buildable. This includes sanitary sewer installation on a more limited basis, as well as targeted drainage to alleviate future impacts. Note that this is still about \$20,000 per lot (vacant lots only)

As noted previously, Paul Fortino from Gaines was also able to attend consultation with the city engineer. He has not shown interest in interjurisdictional cooperation when asked to participate in design and/or construction.

✓ **NEWSLETTER** *(Update)*

Based upon the rapid increase in information that the city finds necessary to disseminate, we are moving towards quarterly newsletters. The first installment under the new system will be March, with subsequent newsletters going out in June, September, and December.

✓ **HOLLAND SQUARE** *(Update)*

OHM will be at the February 15th DDA meeting to go over preliminary options and begin working with stakeholders on moving forward. It appears that the concept of using the space for parking, with a possible structure for complimentary uses is desirable. The streetscape for Miller Road, west to Paul Fortino/Hayes is also being brought back into focus. The plan is to respect the desires of the nearby property

owners and work closely with them on the use and layout of the city site, continuing to look for opportunities and threats that should be addressed.

✓ **TRAILS (Update)**

Staff continues to amend its application. We met with Consumers Energy about a new site license for the property that connects Elms Park to Bristol Road. We have a planned meeting with MDOT to go over options to cross the rail on Miller. I sense progress on all fronts.

Should the DNR grant be awarded (October 2018), the city and township would be expected to move into the design phase of the project. I have attached the engineering cost proposal by OHM to do this. What this amounts to is a need to fund our share of \$79,000 in the 2019 fiscal year. We would then look to fund our share of \$118,500 in the next fiscal year for construction engineering of the project itself (assuming a summer of 2019 construction). The expectation is that all other costs will be covered by the MDOT and DNR grants. If not, the local obligation may be too much to bear. As it is projected, the city's share of \$118,500 (~\$106,650) is still very heavy for a single fiscal year of park investment.

S. Dye Rd. / Miller Rd. Non-Motorized Path				
		Grant Request		Local Funds
		MDOT TAP	MDNR Trust Fund	
Construction (35% local match)	\$790,000	\$ 513,500		
			\$ 276,500	
Final Design (10%)	\$ 79,000		\$ 23,500	\$ 55,500
Final Engineering (15%)	\$118,500			\$ 118,500
Total	\$ 987,500	\$ 513,500	\$ 300,000	\$ 174,000
<u>Tentative Schedule</u>				
Sep-17	Inter-community project resolution			
	Letters of support			
	Trail maintenance agreement			
Oct-17	Draft MDOT application			
Nov-17	Submit application for 2019 MDOT TAP funds			
Dec-17	MDOT TAP Review Session			
Jan-18	Draft MDNR application			
Mar-18	Submit application to MDNR Trust fund			

✓ **REDEVELOPMENT READY COMMUNITIES BRANDING (No Change of Status)**

We are moving forward! I will be meeting with the state MEDC soon to put together a game plan for specific actions to move us forward.

✓ **BRANDING (Update)**

The DDA will be considering logos in line with the grouping preferred by the city council, as well as some similar ones the graphic designer came up with. They have the tagline “where town and country meet” ready to go as well. They will be going over these on February 15, 2018 at 6pm.

In addition, I have been working with a company to provide some quality produced videos of our community for the webpage and social media presence. This is discussed in new business!

✓ **DOG PARK** *(No Change of Status)*

The Eagle Scout candidates are back on the case. There is now a fundraising platform set up to make this happen (GoFundMe). If you are interested in contributing or know of another person or entity that might be, feel free to contact me.

✓ **RADAR FEEDBACK SIGNS** *(Update)*

The police authority is hosting a vendor visit on February 6th. The event will be at the Metro Police headquarters at 11:00 a.m.

✓ **CONSUMERS CONSERVATION PILOT PROGRAM** *(No Change of Status)*

The webpage for this program is now up and running. By all accounts, their kickoff was very successful, and the community is getting engaged. I have noticed some radio ads, as well as a billboard on I-69. Please check this program out and register if you have not already!

Part of the program includes a \$15,000 donation to one of two local projects. These projects include the future “Holland Square” and the trail system that is proposed. Obviously, these resources would be put to good use!

✓ **DURAND AREA INDUSTRY - PROJECT TIM** *(No Change of Status)*

It’s a steel mill. The announcement was distributed at the December 4th meeting. I don’t have any additional details at this point. As noted, this has the potential to be one of the most monumental influences on our community since the initial investments by GM and Winchester Village.

To be clear, the project has not been affirmed in terms of the federal loan application, local approvals, and developer commitment. However, the massive scale of the investment and its impact as “clean coal” appears to be reliable information. If the project is affirmed for development, I recommend the city reengage its master plan, establish a compatible vision, and heavily invest in making that vision a reality. The next decade could be very transformational, and I am certain the community will want to be in the driver’s seat for this change, whatever that change may be.

At this point, we find ourselves as a stakeholder in this project without much information to respond. I will do my best to learn more and report to the city council. This is something that, if it proceeds, will have a tremendously positive impact on our town, or a mixed impact (economic/environmental). Since various state and federal agencies are involved, we should be prepared to inform ourselves and use our formal and collective voice to promote the best interest to the Swartz Creek community.

✓ **TAX REVERTED PROPERTY LIST** *(No Change of Status)*

For the time being, the accepted course of action is to hold the Heritage property, pending use in accordance with the current development and sale process that the neighborhood association is coordinating with J.W. Morgan Inc.

I have received a call from an alleged property interest of the Second Street vacant land. They indicated that they missed the tax payments for various reasons and would like the property back. The contact indicated that the house adjacent to the site was owned by the same owner, but had the taxes paid by an escrow company. I indicated that the city is likely to take ownership of this property due to circumstances, but a letter to the city council requesting sale back to them would be the best way to proceed with any attempt to reacquire it.

✓ **5157 MORRISH ROAD DEMOLITION** *(No Change of Status)*

The house is down and paid for, with the exception of site restoration, which will be done and billed in the spring. The project will use all of the funds dedicated to this purpose through the Community Development Block Grant program that is administered by the Genesee County Planning Commission.

Thoughts on reuse? The standard practice for single lot properties is to sell them to an adjacent land owner. There has been interest by local builders in placing new housing, similar to the bungalow homes that were built about a decade ago on First and Wade.

✓ **FIRE DEPARTMENT** *(Business Item)*

The city and township have executed the fire agreement, making the super majority and new membership requirements effective. In addition, we met with the township representatives concerning other potential changes and interpretations of the agreement. I believe this meeting went well, and we expect to reconvene to go over 2019 amendments in the future.

In line with the revised agreement, the Mayor is adding another council member to the fire board. Mr. Clolinger is resigning for the time being, and Mrs. Hicks is able and willing to take his place. An appointment is proposed by resolution.

✓ **DON SHENK HOME REHABILITATION** *(Update)*

The basement alternate has been approved. Work is underway. We anticipate a late spring sale, and are entertaining a 'sale by owner' promotional campaign to create awareness and to avoid seller commissions.

✓ **MILLER ROAD DRAIN** *(No Change of Status)*

The city has recovered MDOT easements that have been conveyed to the city. In related news, the owner is agreeable to working with the city on construction easements. This will make the site easier to access and reduce tree clearing needs.

We are now working with the engineer to develop a plan for repair of any faults. However, I am surprised by the costs. What appeared to be a typical drain repair that might even be possible to address with in-house labor and equipment is expanding in cost. The engineer indicates that they will need nearly \$9,000 to bid the project and they estimate \$45,000 for construction. Presumably, another 15% would be

added for construction engineering, making the drain repair morph into a \$60,000 general fund obligation.

We are going to make inquiries with local contractors and the Genesee County Drain Commissioners office to ascertain if there are more financially conservative ways to address this.

✓ **BUDGET (Update)**

The city is seven months into fiscal year 2018 budget, and we are approaching the fiscal year 2019 preparation time. Staff has reviewed the budget and will be proposing some minor amendments at the February 26th meeting. We expect revenues in most funds, including the general fund, to meet or exceed the current budgeted figures.

Expenditures are generally in line, but some of the road and water main projects have some unspent line items that will not be finalized until May or June. We will be proposing some operational increase in parks to accommodate in-kind work on various programs last season. However, there are apparent decreases in project costs throughout, as well as deferred spending on the Holland Square project.

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

✓ **MONTHLY REPORTS (Update)**

The check register is included for your reading enjoyment. Contact me with questions.

✓ **MML LOSS PREVENTION AUDIT (Update)**

We had our annual visit from Meadowbrook Insurance (MML) the week of January 22nd. They go over our prior year losses (payouts for liabilities and work related injuries), pending liabilities, and the ratios of loss. As usual, we are in a good spot. However, there was a prior pedestrian collision by a patrol officer that resulted in a large loss ratio in 2016. There is also a pending liability from police activities prior to the creation of the authority. Overall, we are in good shape.

The auditor did have a recommendation, based upon current events elsewhere (and much common sense), to create a mobile phone use policy for city employees. The issue is distracted driving. This is something that we did address.

✓ **CONSUMERS ENERGY NOTICE (Update)**

There is an exciting hearing coming up. Note that this is next week.

✓ **WATER RATE CHANGE NOTICE (Update)**

The county is increasing their readiness to serve charge to the city from \$400 per unit to \$460 per unit. This is a 15% increase in the RTS portion of the bill and will cost us \$25,200 per year at 35 units per month. Note that this increase is in addition to the massive RTS increase applied in the fall. The city used to pay \$4,618 a month for this. The charge is now \$16,100 per month.

I have been in contact with the county about the matter and pleading our case. As a small community, the RTS changes impact us greatly (\$137,784 per year, which is about 7% of our total revenue). They indicate that the entire rate structure will be scraped in a year due to KWA, so we shouldn't worry. However, I am worrying anyways.

In related news, it appears our water loss is under 7%! This is extremely good for any standard. The bad news is that the county increases have consumed those savings. In fact, our rates for water are compromised as they relate to sustainable capital improvements according to my calculations. On the bright side, with the sewer debt gone and other efficiencies, sewer is definitely due for a decrease this year. We will be proposing new rates as soon as the KWA new rates are revealed.

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

✓ **PLANNING COMMISSION** *(Update)*

They are scheduled to meet a week later in February, on February 13th. This will be their annual meeting in which they will select officers and review the 2017 annual report.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY** *(Update)*

The February meeting is scheduled to be one week later on February 15th. They will be looking at the logos again. Please attend! They will also have their first meeting with OHM regarding Holland Square design. I expect a steering committee of DDA members, business folks, and other interests to be assigned.

✓ **ZONING BOARD OF APPEALS** *(Update)*

They are expected to have their annual meeting on March 21, 2018.

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

Their next meeting is scheduled for February 7th at 5:30 p.m. They will be looking at the solar panel option and spring business. I will not be able to attend.

✓ **BOARD OF REVIEW** *(No Change of Status)*

The March Board of Review met December 12th. They reviewed two principle residency exemptions. They will not reconvene until March Board of Review.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **CGI PROMOTIONAL VIDEO AGREEMENT** *(Business Item)*

As the city looks to brand and promote itself, we may have an opportunity to work with a company that specializes in municipal relationships for advertising. I am including some materials, and I am a fan of this program.

CGI works with member and non-member communities to create four short videos that promote the community. One is a welcome video, the other three are up to the community (e.g. recreation, housing, schools, etc.).

They then sell advertising to community businesses that may or may not engage in their own videos to use as they see fit. As an example, a video on housing and quality of life may have links near it for a business like Springvale, which take you to a video 'commercial' for that business. The best way to learn more is to visit municipal websites that participate.

In short, this is a service done at no charge for the city. Their one page agreement is attached. Think of this as a video media equivalent of the restaurant place mat that has advertising on it. It appears to be very popular with those communities that go after it. For the record, there are only five slots for this service in Michigan for non-member communities. I say we go for it.

✓ **ROWE PROFESSIONAL SERVICES COMPANY (Update)**

Lou Fleury has resigned from Rowe. Lou was the project manager for all projects that the city was working on with Rowe, excluding trail work. For the time being, the city will continue to use Rowe for committed and late stage work, including 2018 construction engineering for local streets, preliminary engineering for Fairchild Street, and bridge inspections.

As of writing, it is unclear how Rowe will handle the situation. Since the city has previously approved multiple firms for federal and general services, we have options. In fact, the city has been using OHM for DDA work, trail work, and the Miller Road project in 2014. We may look to explore options with them or other firms in the area.

✓ **SOLAR PANEL OPTION (Update)**

I am including a very basic concept plan and real estate lease option that is being offered to the city by a private company. The company contacted the city about a month ago and inquired about the possibility to place solar panels on public land. They indicated they wanted only municipal clients that had 8+ acres of usable vacant land that could be encumbered for about 21 years, with rents at about \$1,500 per acre per year. I exempted formal farm land and submitted the Raubinger Road site and the 20 acres next to the GM plant by Heritage.

My intention is not to 'push' for such use, but to see if the possibility had merit. At this point, the company indicated they have real interest in the land by GM. I suspect the city will not be keen on this given the intended use. However, since the city does not have the resources to make use of this 20 acres currently, the additional \$15,000 per year may provide a means to use the other 10 acres for a period of 21 years. E.g., if we turn this down because we don't want to encumber it, we may find that it remains vacant in 21 years anyway.

I will be sending this to the park board for review on February 7th. Though this is not officially park land, it is planned for recreational use. The purpose is to see if park board and council have the slightest interest in pursuing this further. Note that the company, Cenergy, is asking only for an option at this point. This means that they pay the city \$100 to reserve the rights while they do their research. What do folks think?

✓ **SUBSTANTIAL FREEDOM OF INFORMATION ACT REQUEST (Update)**

A request for numerous documents was submitted in December. The bulk of the request is centered around assessments, street work, sewer work, and related expenses for lots in Winchester Woods during the 1970s. The issue appears to be in regard to the Harter owned lots and related improvements. We have been working in good faith to fulfill the request in a timely manner. It is unclear what the thought process is behind consolidating this information, but I want to keep the council informed. As of now, there does not appear to be any trace of a street assessment for this location in the timeframe specified.

✓ **GROUNDWATER WITHDRAWAL ORDINANCE (Update)**

The groundwater withdrawal ordinance for the Holland Square project is finally in a final form. I have attached this for reference. This ordinance is something the city agreed to implement as part of the cleanup and 'closure' process for the underground contaminants at 5012 Holland Drive. As noted previously, the practical impact of this is small, since wells are no longer permitted in the city and there are no known 'grandfathered' wells in the impacted area.

The next step will be a public hearing that is expected in the next two months. I am awaiting final sign off by Exxon's legal team and the State of Michigan Department of Environmental Quality.

✓ **BRIDGE INSPECTIONS (Business Item)**

The city is required to perform routine bridge inspections. We have a proposal to continue this professional service with Rowe. The cost is \$425 for each bridge (\$850 total for this cycle). A resolution for approval is included.

Council Questions, Inquiries, Requests, Comments, and Notes

Meeting Schedule Changes: Due to my availability, there are a number of meeting adjustments in February. Changes are noted on the front of the packet in the calendar, including a week delay in the planning commission and downtown development authority meetings. The delay in these meetings, compounded with the delivery of this packet a week early, make for a light agenda. Business will pick back up for the February 26 meeting.

Email Issues: If you are receiving emails with "Russian" subject lines, these are obviously nonsense. The issue is the "captcha" on the city webpage that is supposed to ensure that "bots" cannot email through the contact page. The website host is aware of it and can address the issue. A timeline has not been given.

Census: The US Census Bureau is looking to prepare for the 2020 Census. They indicated that the city opted not to participate in affirmation of the address list. However, this appears to be a miscommunication. I submitted paperwork to have the city review the address list in mid-January, after affirming our desire to participate with federal staff. We are also attempting to affirm boundary lines that were submitted to the Census in 2015. They are directing us to state staff to ensure changes were filed and recorded.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, February 12, 2018, 7:00 P.M.**

Resolution No. 180212-4A MINUTES – JANUARY 22, 2018

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, January 22, 2018, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 180212-5A 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 February 12, 2018, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 180212-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of February 12, 2018, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 180212-8A RESOLUTION TO APPROVE AN APPOINTMENT TO THE FIRE BOARD

Motion by Councilmember: _____

WHEREAS, the laws of the State of Michigan, the Charter and Ordinances of the City of Swartz Creek, interlocal agreements in which the City of Swartz Creek is a member, and previous resolutions of the city council require and set terms of offices for various

appointments to city boards and commissions, as well as appointments to non-city boards and commissions seeking representation by city officials; and

WHEREAS, there is a resignation of a fire board member, as well as new conditions for appointment of fire board members per the fire service interlocal agreement; and

WHEREAS, said appointment is a Mayoral appointment, subject to affirmation of the city council.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council concur with the Mayor and City Council appointments as follows:

#180212-8A1 **MAYORAL APPOINTMENT:** Rae Lynn Hicks
Swartz Creek Area Fire Board, Council Member
Remainder of two year term, expiring November 26, 2018

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 180212-8B **RESOLUTION TO APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH ROWE TO COMPLETE BRIDGE INSPECTIONS**

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns, operates, and maintains a system of major streets, including two bridges (Elms and Morrish Roads), and

WHEREAS, the Federal Highway Administration requires inspection of these bridges by a certified professional once every two years, and

WHEREAS, Rowe Professional Services Company is a qualified engineer of the city and has completed these inspections previously for \$425 each.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek approves the bridge inspection proposal by ROWE Professional Services Company, dated January 23, 2018.

BE IT FURTHER RESOLVED, that the City Council directs the Mayor to execute said proposal on behalf of the city and for the City Treasurer to appropriate such design costs to the Major Street Fund.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 180212-8C

RESOLUTION TO APPROVE PRELIMINARY ENGINEERING FOR THE FEDERALLY FUNDED REHABILITATION OF FAIRCHILD STREET

Motion by Councilmember: _____

WHEREAS, the city submitted a resurfacing project for Fairchild Street to the Genesee County Metropolitan Planning Commission for approval in the Traffic Improvement Program; and

WHEREAS, the project was approved for construction during the 2019 season, with allocations of funds and cost sharing as outlined herein; and

<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

WHEREAS, the city needs to select a professional engineer to perform preliminary engineering design work for this project; and

WHEREAS, the city is NOT required to have a federally pre-qualified engineer perform the service because the preliminary engineering cost is under \$100,000; and

WHEREAS, Rowe Professional Services Company has submitted a proposal to perform the engineering service as stipulated and qualified by the Traffic Improvement Program; and

WHEREAS, the city finds Rowe to be a qualified firm performing a professional service.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek approve the design engineering proposals by Rowe Professional Services Company for an amount not to exceed \$23,959.82 for Fairchild Street.

BE IT FURTHER RESOLVED, that the City Council directs the City Manager to prepare and execute the Third Party Agreement as included in the City Council Packet of February 12, 2018, and that the budget be amended to reflect contributions and revenues as reflected above within the major street fund.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 180212-8D

RESOLUTION TO APPROVE AN AGREEMENT TO ENABLE VIDEO PROMOTION OF THE CITY

Motion by Councilmember: _____

WHEREAS, the city is engaged in a branding effort to promote the positive aspects of the community as an effort to enhance the quality of life, drive economic development, benefit local businesses, and satisfy Redevelopment Ready Communities standards; and

WHEREAS, CGI Communications offers extremely limited and competitive video production services at no cost to municipalities as part of a partnership with the United States Conference of Mayors and National League of Cities; and

WHEREAS, the City has been offered one of five available production agreements within the State of Michigan to provide four promotional videos for the City of Swartz Creek in tandem with potential local sponsors from the business and nonprofit community.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council hereby approves the 2018 Community Video Program agreement dated January 25, 2018.

BE IT FURTHER RESOLVED, the City of Swartz Creek City Council directs the Mayor to execute said agreement on behalf of the city and participate with staff on the production of the videos.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 01/22/2018**

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, Porath.

Councilmembers Absent: None.

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

Others Present: Lania Rocha, Bob Plumb, Fay Porath, Lt. Matt Bade, Bud Grimes.

APPROVAL OF MINUTES

Resolution No. 180122-01

(Carried)

Motion by Councilmember Porath
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday January 8, 2018, to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 180122-02

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Florence

I Move the Swartz Creek City Council approve the Agenda as, presented for the Regular Council Meeting of January 22, 2018, to be circulated and placed on file.

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

CITY MANAGER'S REPORT

Resolution No. 180122-03

(Carried)

Motion by Councilmember Florence
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager's Report of January 22, 2018, including reports and communications to be circulated and placed on file.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

No comments.

COUNCIL BUSINESS:

RESOLUTION TO APPROVE THE PARK WAIVER REQUEST OF THE GFWC OF SWARTZ CREEK

Resolution No. 180122-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Gilbert

WHEREAS, the City of Swartz Creek requires park usage reservations and fees in accordance with adopted rules and regulations; and

WHEREAS, the General Federation of Women's Clubs, Swartz Creek Women's Club reserved Pavilion #2 in Elms Park for September 9, 2018 for the purpose of holding an annual meeting; and

WHEREAS, the city park rules and regulations states that "fees may be waived in full if reservations by a non-profit are found to result in a public benefit directly or if proceeds from the reserved event are found to be a benefit to the city."; and

WHEREAS, the City Council finds the petitioning group to be a qualifying group with a qualifying activity.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council hereby waives all fees for the September 9, 2018 reservation in Elms Park.

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

RESOLUTION TO APPROVE THE PARK WAIVER REQUEST OF THE FAIRWINDS COUNCIL OF GIRL SCOUTS

Resolution No. 180122-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Hicks

WHEREAS, the City of Swartz Creek requires park usage reservations and fees in accordance with adopted rules and regulations; and

WHEREAS, the Girl Scout Alumni of Fair Winds Council reserved Pavilion #2 in Elms Park for September 16, 2018 for the purpose of holding an annual meeting; and

WHEREAS, the city park rules and regulations states that “fees may be waived in full if reservations by a non-profit are found to result in a public benefit directly or if proceeds from the reserved event are found to be a benefit to the city.”; and

WHEREAS, the City Council finds the petitioning group to be a qualifying group with a qualifying activity.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council hereby waives all fees for the September 16, 2018 reservation in Elms Park.

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

RESOLUTION TO APPROVE THE LOGO IMAGE AND TAGLINE RECOMMENDED BY THE DOWNTOWN DEVELOPMENT AUTHORITY

Resolution No. 180122-06

(Denied)

Motion by Mayor Pro Tem Pinkston
Second by Councilmember Cramer

WHEREAS, the City Council, in the pursuit of standard Redevelopment Ready Communities guidelines and to further the proactive stance of the city as it relates to economic development, directed the Swartz Creek Downtown Development Authority to lead a community branding and imaging initiative; and

WHEREAS, the DDA has been working with the community for many months, in consultation with a professional branding and design company, to develop and refine images and taglines that represent the community; and

WHEREAS, at its regular meeting on December 14, 2017, the DDA deliberated on numerous graphic designs and formally recommends a specific image and tagline as included in the January 8, 2018 city council packet.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council hereby approves the new logo and tagline, as included in the city council packet of January 22, 2018 and numbered 9, as part of a larger branding and marketing campaign.

BE IT FURTHER RESOLVED, the City of Swartz Creek City Council authorizes the departments of the City of Swartz Creek, including the Swartz Creek DDA, use of the logo and its variants for professional purposes.

Discussion Ensued.

YES: None.

NO: Porath, Cramer, Florence, Gilbert, Hicks, Krueger, Pinkston.

Motion Declared Denied.

RESOLUTION TO REQUEST THE DDA TO REVISE AND RESUBMIT LOGO IMAGE WITH TAGLINE “WHERE TOWN & COUNTRY MEET”

Resolution No. 180122-07

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Porath

I Move the Swartz Creek City Council request DDA to revise and resubmit another logo image based on the tagline “Where Town & Country Meet” and encourages an open contest with our community and work in conjunction with city council.

YES: Cramer, Florence, Gilbert, Hicks, Krueger, Porath

NO: Pinkston. Motion Declared Carried.

RESOLUTION TO APPROVE REHABILITATION BID ALTERNATE FOR 5256 DON SHENK

Resolution No. 180122-08

(Carried)

Motion by Councilmember Porath
Second by Councilmember Cramer

WHEREAS, the city acquired a residential structure in the community that is in need of repairs and improvement; and

WHEREAS, a temporary committee was created to review conditions and prepare bid specifications to restore the residence, with such specifications released for sealed bids that were opened on November 22, 2017; and

WHEREAS, the responsible low bid was awarded to Bedrock Building Inc., of Linden, Michigan in the amount of \$48,650 for the Base Bid; and

WHEREAS, Bedrock Building bid \$14,300 for Alternate 1 (Basement), which was not awarded with the base bid, pending financial review of circumstance; and

WHEREAS, staff finds that funds are available to complete the work, with the expectation that they will be recovered upon a market sale.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council hereby approves the Alternate 1 Bid, as submitted by Bedrock Building, Inc. for rehabilitation services of the basement of 5256 Don Shenk Drive in the amount of \$14,300, in accordance with the attached bid specifications.

BE IT FURTHER RESOLVED, the City of Swartz Creek City Council directs the Treasurer to account for expenses related to this rehabilitation in a separate account, with the intention of accounting for investment expenses and potential sale proceeds.

Discussion Ensued.

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

NO: Gilbert, Hicks. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

No comments.

REMARKS BY COUNCILMEMBERS:

Councilmember Cramer commented he will be reaching out to the community in regards to the logo image.

Councilmember Florence commented on his recent car accident.

Councilmember Hicks commented that her family had mixed opinions on the turn signal at Miller/Morrish intersection. She also commented on the drug dropoff box. She doesn't want the Don Shenk property to cost the city more than it can sell it for.

Councilmember Gilbert it's nice to see the signs out about the light change at Miller/Morrish. He feels it is working better with no arrow.

Mayor Pro Tem Pinkston feels the city won't have to pay a realtor to list the house. He feels the city can sell it themselves.

Mayor Krueger not happy that the DDA got the logo image back.

ADJOURNMENT

Resolution No. 180122-09

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

I Move the Swartz Creek City Council adjourn the regular meeting at 8:14 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Eskew, City Clerk

Exhibit E

City Ordinance

**CITY COUNCIL
CITY OF SWARTZ CREEK**

Genesee County, Michigan

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF SWARTZ CREEK BY ADDING SECTIONS ____ THROUGH ____ TO CHAPTER __, ARTICLE __ OF THE CODE OF ORDINANCES OF THE CITY OF SWARTZ CREEK TO REGULATE AND RESTRICT THE USE OF GROUNDWATER IN CERTAIN AREAS OF THE CITY OF SWARTZ CREEK DUE TO THE PRESENCE OF GROUNDWATER CONTAMINATION RESULTING FROM A RELEASE PURSUANT TO PART 213, LEAKING UNDERGROUND STORAGE TANKS, OF THE NATURAL RESOURCE AND ENVIRONMENTAL PROTECTION ACT, 1994 PA 451 AS AMENDED.

THE CITY OF SWARTZ CREEK ORDAINS:

SECTION 1. AMENDMENT. The Code of Ordinances of the City of Swartz Creek (City), Michigan is amended by adding Sections ____ through ____ in Chapter __, Article __, to read as follows:

SECTION 2. FINDINGS. The City Council finds that the use of certain groundwater wells and water supplies from such wells for human consumption or other purposes may constitute a public health risk and endanger the safety of the residents of the City. The identified public health risk affects premises that are located on or in the vicinity of sites that are the source or location of contaminated groundwater, or where there is a known and identified threat of contaminated groundwater from a release. The City Council has determined that it is in the best interests of the public health, safety and welfare to prohibit certain uses of groundwater from wells at properties located in the vicinity of such contaminated sites in order to minimize the public health and welfare risk and protect the City's residents.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the words and phrases listed below shall have the following meanings:

- A. *Affected Premises* means a parcel of property any part of which is located within a restricted zone.
- B. *Applicant* means a person who applies for the establishment of a restricted zone and accompanying regulations pursuant to this Chapter.
- C. *Contaminated Groundwater* means groundwater in which there is present concentrations of materials that exceed the residential drinking water criteria established by the MDEQ in operational memoranda or rules promulgated pursuant to Part 213, Leaking Underground Storage Tanks (MCL 324.21301a, *et seq.*), of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended, MCL 324.101, *et seq.*
- D. *Groundwater* means underground water within the zone of saturation.
- E. *Influential Well* means a well outside the restricted zone that impacts the contaminated groundwater plume, whether by drawing contaminated water into the well or by merely changing the direction of groundwater flow.
- F. *MDEQ* means the Michigan Department of Environmental Quality or its successor agency.
- G. *Person* means any individual, co-partnership, corporation, association, club, joint venture, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
- H. *Release* means a “release” as defined in Part 213, Leaking Underground Storage Tanks (MCL 324.21301a, *et seq.*) of the Natural Resources and Environmental Protection Act, as amended (MCL 324.101, *et seq.*) involving an underground storage tank system.
- I. *Restricted Zone* means an area or areas described within (Section 4) of this Ordinance for which the prohibition of Wells and the restriction on the use of groundwater applies. The Restricted Zone includes parcels of land that are legally described in this Ordinance, either through passage or amendment to this Ordinance, if provided for. The Restricted Zone includes not only the area of known groundwater contamination but also a surrounding buffer zone where contamination may be or migrate to.
- J. *Water Well Restricted Zone or Restricted Zone* means an area or areas described within this chapter within which the prohibition of groundwater wells and the

use of groundwater applies. A map of each Water Well Restricted Zone shall be included in the section of this Ordinance adopted for that Water Well Restricted Zone pursuant to Sections 4 and 5, below.

- K. *Well* means an opening in the surface of the earth for the purpose of removing fresh water through non-mechanical or mechanical means for any purpose other than a public emergency or conducting response actions that are consistent with the Michigan Natural Resources and Environmental Protection Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, or any other applicable statute.

SECTION 4. WATER WELL RESTRICTED ZONES.

- A. The following described areas in the City shall be Water Well Restricted Zones as defined under this Ordinance. The Water Well Restricted Zones may be referred to by reference to the names provided in the caption preceding their descriptions:

1. General Name and Description

An area described as commencing from the southeast corner of the Miller Road and Hayes Street intersection, then south along the east right of way line for Hayes Street to Ingalls Street, then easterly along the north right of way line for Ingalls Street to Morrish Road, then northerly along the west right of way line for Morrish Road until Miller Road; and then west along the south right of way line for Miller Road to the point of commencement at Hayes Street.

2. A scaled map illustrating the restricted zone is attached as “Exhibit 1A.” The legal description of the water well restricted zone is contained within the attached “Exhibit 1B.” For sites regulated under Part 213, the exhibit must include the property tax identification number and legal description for each Affected Premises within the Water Well Restricted Zone.

3. The application and all supporting documentation shall be maintained by the City Clerk.

- B. Except as provided in Section 8 of this Ordinance and after the effective date of this Ordinance, no person or legal entity shall install or allow or permit or provide for the installation or utilization of a well on any Affected Premises on which the person or legal entity has an ownership interest, or lessee or tenant interest, or control within the Water Well Restricted Zone. Affected Premises within the water well restricted zone shall be serviced only by public water supply as described in Chapter 19, Article II of the Code of Ordinances.

SECTION 5. ADDITION, REPEAL OR AMENDMENT OF RESTRICTED ZONES.

An Applicant, Owner, or an entity involved in performing corrective actions in order to seek approval of a Final Assessment Report or Closure Report under Part 213, or other interested party may request in writing to the City Manager to add affected parcels to or delete affected parcels from a Restricted Zone, establish an additional Restricted Zone or to otherwise amend or repeal a Restricted Zone. The request must describe the justification for the addition, repeal or amendment of the Restricted Zone and include the MDEQ's written and specific concurrence with the requested action.

SECTION 6. ADDING NEW RESTRICTIVE ZONES. The City Council may amend this ordinance to add new Restricted Zones in accordance with the following procedure.

- A. An Applicant shall first file a request with the City Manager advising the City of the Applicant's interest in establishing a Restricted Zone pursuant to this Ordinance. The notice shall describe the proposed boundaries of the proposed Restricted Zone, the reason for the proposed Restricted Zone, a preliminary map of the proposed Restricted Zone, the proposed time schedule for implementing the proposed Restricted Zone, and the proposed groundwater use restrictions to be applicable within the Restricted Zone. The City Manager will, after notifying the City Council of the notice of intent, respond to the Applicant with a preliminary and non-binding indication of the City's willingness to consider the proposed Restricted Zone. The City Manager or other designated City officer may also be an Applicant for purposes of initiating this procedure.
- B. The Applicant shall seek and obtain the MDEQ's approval of the proposed Restricted Zone and proposed groundwater use restrictions to be applicable therein prior to filing an application with the City. In order to be considered by the City, the Restricted Zone must minimize or eliminate the need for restrictive covenants on property that is not owned or operated by and is not subject to remediation by a party responsible for the contaminated groundwater. The creation of a Restricted Zone should have the effect of eliminating the need for non-responsible parties to impose environmental restrictive covenants on their properties or otherwise be beneficial to the owners or occupants of property that was not the site of a release.
- C. If any Affected Premises which will be subject to the new Restricted Zone is not already served by City water service, the Applicant shall ensure such service is, if it is possible from an engineering perspective to do so, served with City water service at no cost to the property owners or occupant. The Applicant shall also provide for the abandonment and plugging of conforming, nonconforming or irrigation wells on any Affected Premises without cost to the owners or

occupants of the premises and in compliance with Section 7. In the event an existing irrigation well is abandoned and plugged, at the owner's request, the Applicant shall also bear the cost of connecting the irrigation system to the City water utility and installing a separate meter and all associated plumbing. Proof of the provision of such service and plugging/abandonment of such wells shall be required or an escrow account shall be established therefor in an amount and form acceptable to the City Council.

- D. After the MDEQ approves the proposed Restricted Zone as an alternative to restrictive covenants on property on which no release has occurred, an Applicant shall file with the City Manager a formal request to the City including, at a minimum, the following information. The information can be in the form of a proposed remedial action plan, response activity plan, or corrective action plan or other similar document if appropriate cross-references are made for ease of reference.
1. The name, address, telephone number, and e-mail address (Applicant only) of the Applicant, as well as each person having an interest as owner, tenant, easement holder or mortgagee in the real property which is the source or site of the contaminated groundwater, if known.
 2. The street address and legal description of the real property which is a source or site of the contaminated groundwater, if known, and the nature of the Applicant's relationship to that property and involvement concerning the contaminated groundwater.
 3. The nature and extent of the contaminated groundwater and the contamination causing it, both in summary form in plain English and in detail in technical terms, stating that the release is regulated under Part 213 of the NREPA; the types and concentrations of contaminants; a map or survey showing their current location; a statement of their likely or anticipated impact on groundwater and the nature of the risks presented by the use of the groundwater, as well as the likely or anticipated path of migration if not remediated or corrected and a detailed statement of any plan to remediate, correct, and/or contain the contamination.
 4. A detailed map and legal description of the proposed Restricted Zone.
 5. The street addresses and general description of all Affected Premises.
 6. The names, addresses (mailing and street), and telephone numbers (if already available) of the Owners of all Affected Premises.
 7. The location, status, and usage characteristics of all existing Groundwater

Wells within the proposed Restricted Zone.

8. A detailed statement or description of the proposed regulation or prohibition of the use of existing and future Wells within the Restricted Zone needed to adequately protect the public from the potential health hazards associated with the contaminated Groundwater, including a description of permissible uses of such Wells, together with the written consent of the MDEQ to such uses of Groundwater.
 9. A description and time schedule for any actions the Applicant will take to implement any remediation plan, mitigate the adverse impact of the Restricted Zone (e.g., providing substitute water service), and to properly close and abandon any existing Wells subject to the use prohibition within the proposed Restricted Zone.
 10. A copy of the information submitted to the MDEQ concerning the proposed Restricted Zone, along with a written statement from an MDEQ representative with approval authority stating that the proposed Restricted Zone and use regulations have received MDEQ approval as part of the response actions for the Groundwater contamination. The MDEQ's approval may be contingent upon the City's establishment of the proposed Restricted Zone pursuant to this section.
 11. Copies of the notice provided to the County Health Department concerning the Restricted Zone and accompanying regulations, and the County Health Department's written acknowledgment that it will not issue permits for prohibited Wells within the Restricted Zone.
 12. The Applicant also agrees to pay any additional costs beyond the established application fee necessary to properly evaluate the application. These may include, but are not limited to: the fees of environmental consultants and legal counsel, and any per diem or other amounts paid to public officials for attending any special meetings, etc. The Applicant shall also consent to the placement of a lien on the Applicant's premises if the amounts due under this section are not paid within 30 days of the issuance of an invoice by the City.
- E. Along with the application, the Applicant shall pay an application fee and any related costs per the City's fee schedule as adopted by the City Council. Any failure by the Applicant to pay fees and costs as required by this provision may result in the City's discontinuance of its processing of the request to establish a Restricted Zone and can result in the filing of a lien against the premises of the Applicant.

- F. Once the City Manager or his or her designee is satisfied that the application is complete, the City Manager shall place the matter on the City Council agenda to set a time, date, and place for a public hearing on the application.
- G. Along with the application, the Applicant shall submit to the City Manager a list of the Affected Premises including the Parcel ID, site address, and the mailing address for the owner, tenant, easement holder, or mortgagee of any Affected Premises, if known. The City shall cause a written notice of the hearing to be sent by first class mail to all persons having an interest as owner, tenant, easement holder, or mortgagee in any of the Affected Premises. The notice shall include a brief statement regarding the application fairly designed to inform the recipients of its main features and potential impact on the recipients in general. The notice shall be mailed at least fifteen (15) days prior to the hearing. The notice of hearing shall also be published in a newspaper of general circulation in the City at least fifteen (15) days before the hearing. Affidavit of Publication shall be obtained by the City. The notice shall also be mailed to the MDEQ representative who gave the approval of the proposed restricted zone and use regulations and the MDEQ District Supervisor for the MDEQ regulatory program with jurisdiction over the contaminated site.
- H. Upon the establishment of a new Restricted Zone (i.e., after the second reading and approval of the ordinance amendment), the City Clerk shall publish notice of the amendment to this Chapter in the manner required by law for ordinance amendments. The Applicant shall give notice to the owners and occupants of all property on which wells are known to be located of the need to close and abandon Wells under this Chapter as amended.

SECTION 7. WELLS AFFECTING CONTAMINATED GROUNDWATER.

No Well may be used or installed at any place in the City if the use of the Well will have the effect of causing the migration of contaminated Groundwater or a contaminated Groundwater plume to previously unimpacted Groundwater or adversely impacting any Groundwater treatment system, unless the Well is part of a MDEQ or United States Environmental Protection Agency approved Groundwater monitoring or remediation system.

SECTION 8. NON-CONFORMING WELLS.

Any existing Well, the use of which is prohibited by this Ordinance, shall be plugged or abandoned in conformance with all applicable laws, rules, regulations, permit and license requirements, orders and directives of any governmental entity or agency of competent jurisdiction, or in the absence of an applicable law, rule, regulation, requirement, order, or directive, in conformance with the protocol developed consistent with the American Standards for Testing and Materials Standard No. D5299-92. Any non-conforming well shall be plugged within 30 days following establishment of the restricted zone.

SECTION 9. EXCEPTIONS.

- A. *Water service unavailable.* If the City of Swartz Creek water service is unavailable to an Affected Premises in the Restricted Zone, any Well on that Affected Premises shall be annually tested by a laboratory that is acceptable to and for chemical parameters specified by the MDEQ. The results of that test shall be submitted to the MDEQ or the County Health Department for review. If the MDEQ or the County Health Department determines that the Well is safe and suitable for use, and proof of that determination is delivered annually to the City of Swartz Creek, that the Well may be used. No split or conveyance of Affected Premises shall be effective to render the City of Swartz Creek water services unavailable.
- B. *Construction of de-watering wells.* Wells in the Restricted Zone used for construction de-watering are not prohibited by this Ordinance, provided that:
1. the use of the dewatering Well will not result in unacceptable exposure to Contaminated Groundwater, possible cross-contamination between saturated zones, or exacerbation of Contaminated Groundwater, as defined in Part 213 of the NREPA; and
 2. the water generated by that activity is properly handled and disposed in compliance with all applicable laws and regulations. Any exacerbation caused by the use of Wells under this exception shall be the responsibility of the Person operating the de-watering Well, as provided in Part 213 of the (NREPA).
- C. *Groundwater monitoring and remediation Wells.* Wells used for Groundwater monitoring and/or remediation as part of response activity or corrective action approved by the MDEQ are not prohibited by this Ordinance.
- D. *Processing activities.* If the MDEQ determines that the use of a Well for non-contact heating, cooling or processing activities will not cause the future migration of contaminated Groundwater, and proof of that determination is delivered to the City, the City Manager may execute a waiver allowing the use of the Well for the permitted purposes upon such terms and conditions that the MDEQ identifies.
- E. *Public emergencies.* A Well may be used in the event of a public emergency. Notice of such use shall be provided to the MDEQ within a reasonable time thereafter.
- F. *Surface Irrigation.* Upon review and approval by the MDEQ, existing Wells may be used for surface irrigation.

- G. *Heat Exchange (Geothermal).* Upon review and approval by the MDEQ, geothermal Wells may be used if no impact by plume or influence on plume will occur with use of Well; or an unauthorized discharge may occur.
- H. *Cathodic Protection.* Wells used to house devices that alleviate electrolytic corrosion of pipelines, underground tanks and other installations situated in a corrosive environment may be used upon review and approval by the MDEQ, if no impact by plume or influence on plume will occur with use of Well.
- I. *Proof of No Influence/Impact.* If the MDEQ determines based on information provided to it by the person seeking this exception that the use of a Well in a Restricted Zone will not exacerbate existing groundwater contamination, and that water from the Well is not and will not be affected by Contaminated Groundwater, and proof of those determinations is delivered to the City and the local health department, the Well may be used.

SECTION 10. PENALTY

- A. Any Person or legal entity who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor offense punishable by imprisonment for not more than 90 days or by fine of not more than \$500 or both such fine and imprisonment.
- B. Each act of violation and each day upon which such violation occurs or continues shall constitute a separate offense.
- C. In addition, the City Manager or his/her designee shall have the authority to enforce this Ordinance and may seek an order from a court of appropriate jurisdiction to restrain any person from violating this Ordinance, including the collection of costs, penalties and attorney fees associated with such enforcement action. Any Well in violation of this Ordinance shall also be declared and deemed a nuisance, subject to abatement, and shall be immediately taken out of service and lawfully abandoned consistent with all applicable state and local regulations. Any person found to be in violation is subject to being ordered by a court of appropriate jurisdiction to properly and lawfully remove or abandon the Well.

SECTION 11. INFLUENTIAL WELLS.

No influential Well may be used or installed without approval by the MDEQ.

SECTION 12. PROHIBITION ON USING EXISTING RESTRICTED ZONES FOR FUTURE CLOSURES.

Once a restricted zone has been established by this Ordinance, future Applicants may not utilize existing restricted zones to achieve closure under Part 213 of NREPA. An Applicant must petition the City to add an additional Restricted Zone by amending the Ordinance as outlined in Section 6 in order to assure that the closures and their associated institutional controls remain separate and distinct in the event of the repeal of a portion of this Ordinance.

SECTION 13. BUILDING OR IMPROVEMENT PERMIT.

No permit for building, alteration or other required permit for a premises or improvement thereon shall be issued by the City for any Affected Premises found in violation of this Ordinance or where it is proposed to install or use a Well in violation of this Ordinance.

SECTION 14. NOTIFICATION OF INTENT TO AMEND OR REPEAL.

At least thirty (30) days prior to any amendment or repeal in whole or in part of this Ordinance, the City of Swartz Creek shall notify the Michigan Department of Environmental Quality, or its successor agency, of its intent to so act.

SECTION 15. PUBLISHING AND RECORDING.

This Ordinance or an amendment to this Ordinance shall be published or recorded as follows:

- A. Pursuant to Part 213 of the NREPA, this Ordinance or an amendment to this Ordinance adding a Restricted Zone shall be filed with the Swartz Creek County Register of Deeds as an Ordinance affecting multiple properties.

SECTION 16. SEVERABILITY.

If any article, section, subsection, sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of the Ordinance, it being the intent of the City of Swartz Creek that this Ordinance shall be fully severable. The City of Swartz Creek shall promptly notify the Michigan Department of Environmental Quality upon the occurrence of any event described in this section.

SECTION 17. CONFLICT WITH OTHER ORDINANCES

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 18. EFFECTIVE DATE.

This Ordinance shall be in full force and effect ten (10) days after its publication as provided by law.

Adopted and signed this ____ day of _____, 2018.

Exhibit 1A - Figure Indicating Water Well Restriction Zone

Exhibit 1A - Figure Indicating Water Well Restriction Zone

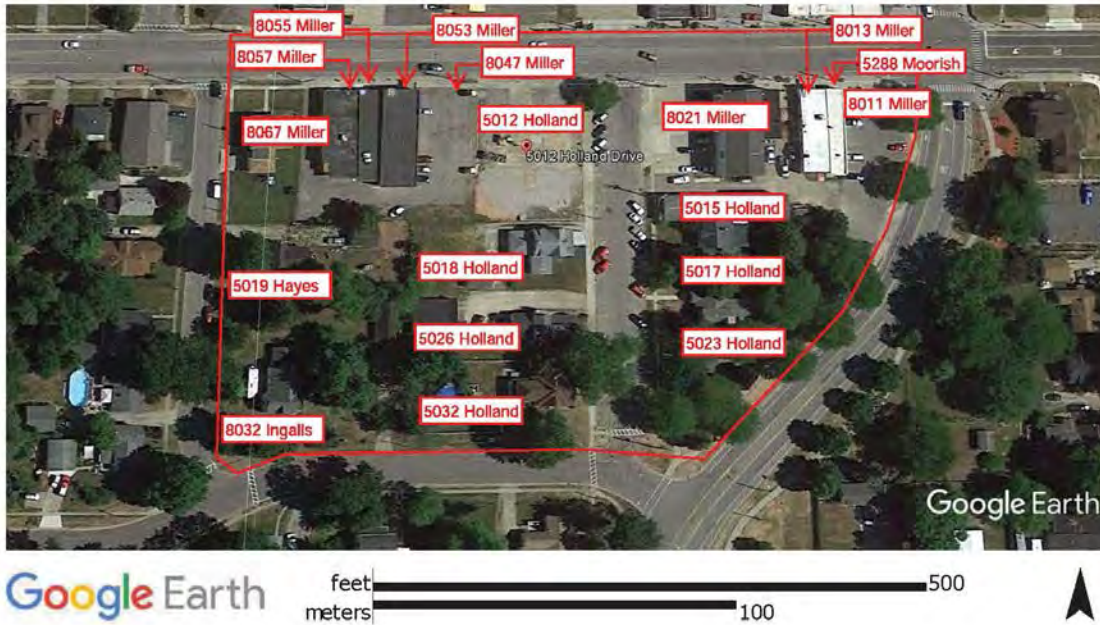


Exhibit 1B - List of Properties Included in the Well Restricted Zone

Exhibit 1B

List of Properties Included in the Groundwater Ordinance

Steven Moore
8067 Miller Road
Swartz Creek, MI 48473
Parcel Number 58-02-529-021
W 55 FT of LOT 2 BLK 1 AND W 55 FT OF LOT 4 BLK 1 VILLAGE OF SWARTZ CREEK
SEC 2 T6N R5E

Marie Lovegrove Revocable Trust / (Goin' Postal and H&R Block)
8057 Miller Road
Swartz Creek, MI 48473
Parcel Number 58-02-529-020
LOT 2 BLK 1 EXCEPT W 55 FT ALSO EXCEPT E 35 FT & LOT 4 BLK 1 EXCEPT W 55 FT
ALSO EXCEPT E 35 FT VILLAGE OF SWARTZ CREEK SEC 2 T6N R5E

Marie Lovegrove Revocable Trust / (Lovegrove's Cake & Candy Center)
8055 Miller Road
Swartz Creek, MI 48473
same Parcel number as above 58-02-529-020
LOT 2 BLK 1 EXCEPT W 55 FT ALSO EXCEPT E 35 FT & LOT 4 BLK 1 EXCEPT W 55 FT
ALSO EXCEPT E 35 FT VILLAGE OF SWARTZ CREEK SEC 2 T6N R5E

Marie Lovegrove Revocable Trust / (Assenmachers Cycling Center)
8053 Miller Road
Swartz Creek, MI 48473
Parcel Number 58-02-529-019
E 35 FT OF LOT 2 BLK 1 & E 35 FT OF LOT 4 BLK 1 VILLAGE OF SWARTZ CREEK SEC
2 T6N R5E

Marie Lovegrove Revocable Trust
8047 Miller Road
Swartz Creek, MI 48473
Parcel number 58-02-529-018
W 65 FT OF LOT 1 BLK 1 & W 65 FT OF LOT 3 BLK 1 VILLAGE OF SWARTZ CREEK SEC
2 T6N R5E

Luea's Properties Plus, LLC / Luea's Pharmacy

8021 Miller Road

Swartz Creek, MI 48473

Parcel Number 58-01-100-047

A PARCEL OF LAND BEG AT NW COR OF SEC TH E 150 FT TH S 130 FT TH S 130 FT TH W 20.88 FT TH N 10 FT TH W to SEC LINE TH N TO PL OF BEG SEC 1 T6N R5E (08) .42A FR 58-01-100-036/037/038/039

MLPB, LLC

8013 Miller Road

Swartz Creek, MI 48473

Parcel Number 58-01-100-040

A PARCEL OF LAND BEG 150 FT E OF NW COR OF SEC TH S 125 FT TH E 50 FT TH N 125 FT TH W 50 FT TO PLACE OF BEG SEC 01 T6N R5E .14 A

Nemecek and Sweeney, LLC / Stallings Stained Glass

8011 Miller Road

Swartz Creek, MI 48473

Parcel Number 58-01-100-041

A PARCEL OF LAND BEG 200 FT E OF NW COR OF SEC TH S 120 FT TH E 16 FT TH N 120 FT TH W 16 FT TO PL OF BEG SEC 01 T6N R5E .04 A

City of Swartz Creek

5012 Holland Drive

Swartz Creek, MI 48473

Parcel Number 58-02-529-017

E 17.5 FT OF LOT 1 BLK 1 & E 100 FT OF LOT 3 BLK 1 & SCHOOL LOT VILLAGE OF SWARTZ CREEK SEC 2 T6N R5E

Dawn Jamison

5015 Holland Drive

Swartz Creek, MI 48473

Parcel Number 58-01-100-035

A PARCEL OF LAND BEG S 0* 44 MIN W 140.92 FROM NW COR OF SEC TH S 88* 38 MIN E 219 FT TH S 0* 44 MIN W 23.78 FT TH N 89* 17 MIN 20 SEC W 218.98 FT TH N 0* 44 MIN E 26.29 FT TO PLACE OF BEG SEC 1 T6N R5E (76)

Curtis May & Terry Lancaster-May

5017 Holland Drive

Swartz Creek, MI 48473

Parcel Number 58-01-100-034

A PARCEL OF LAND BEG S 0* 44 MIN W 167.21 FT FROM NW COR OF SEC TH S 89* 17 MIN 20 SEC E 218.98 FT TH S 38* 25 MIN 37 SEC W 73.58 FT TH S 88* 38 MIN E 90 FT TH S 14.50 FT TH W 16 RDS TH N 0* 44 MIN E 56.21 FT TO PLACE OF BEG SEC 1 T6N R5E (76)

5023 Holland House LLC / Hull Stephens & Associates Architects
5023 Holland Drive
Swartz Creek, MI 48473

Parcel Number 58-01-100-032

A PARCEL OF LAND BEG S 0 DEG 44 MIN W 223.42 FT FROM NW COR OF SEC TH S 0 DEG 44 MIN W 58 FT TH S 88 DEG 38 MIN E 129.55 FT TH N 38 DEG 25 MIN 57 SEC E 72.68 FT TH N 88 DEG 38 MIN W 174 FT TO PL OF BEG SEC 1 T6N R5E (85) FR 5800003212

Marla & Carla Martin

5018 Holland Drive
Swartz Creek, MI 48473

Parcel Number 58-02-529-005

LOT 5 BLK 1 VILLAGE OF SWARTZ CREEK SEC 2 T6N R5E

Jason Keene

5026 Holland Drive
Swartz Creek, MI 48473

Parcel Number 58-02-529-007

LOT 7 BLK 1 VILLAGE OF SWARTZ CREEK SEC 2 T6N R5E

Maureen Andrakowicz / Maureen Hunt

5032 Holland Drive
Swartz Creek, MI 48473

Parcel Number 58-02-529-009

LOT 9 BLK 1 VILLAGE OF SWARTZ CREEK SEC 2 T6N R5E

Terry Coy

5019 Hayes
Swartz Creek, MI 48473

Parcel Number 58-02-529-006

LOT 6 BLK 1 VILLAGE OF SWARTZ CREEK SECT 2 T6N R5E

Thomas & Kassandra Doty

8032 Ingalls Street
Swartz Creek, MI 48473

Parcel Number 58-02-529-008

LOTS 8 & 10 BLK 1 VILLAGE OF SWARTZ CREEK (77)



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention. sm

January 23, 2018

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

RE: 2018/2019 Biennial Bridge Inspections

Dear Mr. Zettel:


ROWE Professional Services Company is pleased to submit this proposal to the City of Swartz Creek for the inspection of your bridges. The Federal Highway Administration requires that all bridges within the city over 20 feet in length be inspected every 24 months. Our records show that ROWE Professional Services Company last inspected your bridges in May 2016 and September 2017.

To perform this inspection, a Qualified Team Leader (QTL) will visit the bridge, update the structure inventory and analysis sheet for each bridge and submit it to the MIBRIDGE reporting system. After the inspection, the QTL will make maintenance and repair recommendations if necessary.

ROWE is proposing to perform the 2018 and 2019 bridge inspections for a fee of \$425 per bridge for a total of \$850. Included in this fee are the bridge inspection and documentation.

We appreciate the opportunity to provide continued professional services to the City of Swartz Creek. If you are in agreement with this proposal, please sign in the space provided below and return a copy for our records. Do not hesitate to contact me at (810) 341-7500 if you should have any questions relative to the bridge inspections.

Sincerely,
ROWE Professional Services Company


Louis P. Fleury, PE
Project Manager

Attachment

Mr. Adam Zettel, AICP

January 23, 2018

Page 2

Having reviewed this proposal, including the attached statement of terms and conditions which is a part thereof, 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:\Projects\Structures\Proposals\2018 Bridge Inspections\BI Swartz Creek 2018 proposal.docx

TERMS AND CONDITIONS

The Owner will designate a representative with the authority to provide direction, receive and review information, and make decisions regarding the project. Decisions and direction shall be provided in a timely manner, so as to not delay the project.

The Consultant will perform services in a timely manner, consistent with sound professional practice. The Consultant will strive to perform the services within the established schedule, if any. Services are considered to be complete when deliverables have been presented to the Owner.

The Owner will provide the Consultant with all available information pertinent to the site of the project and access to the project site.

The Consultant will assist the Owner in preparing applications and documents to secure approvals and permits. The Owner is responsible for payment of permit application fees and charges.

Services provided by the Consultant shall be performed with the care and skill normally exercised by other members of the profession practicing under similar conditions.

The Owner shall promptly notify the Consultant of defects or suspected defects in the work.

The Consultant's opinions of construction costs will be based upon experience and historical information.

The Consultant will be responsible for the safety precautions and programs of its employees only.

If the Consultant is reviewing work by contractors or others on behalf of the Owner, the Consultant may only recommend to the Owner that work which does not conform to the project requirements be rejected.

Payment for work completed shall be made within thirty days of invoicing. Unless otherwise provided, invoices will be submitted monthly as the work progresses.

In the event additional work is needed because of a change in scope or unforeseen conditions, the Consultant will submit a proposal defining the modified scope of work and any modifications to the schedule and fee for the Owner's approval.

This agreement may be terminated by either party with fourteen days' written notice; however, the Consultant shall be paid for work completed prior to the date of termination.

All documents prepared by the Consultant in completing this work are considered the Consultant's property as instruments of service and are not intended for re-use by the Owner or others.

The Consultant is an independent contractor, responsible to the Owner for the results of this undertaking and is not an employee or agent of the Owner.

The Owner agrees to limit ROWE Professional Services Company's total liability to the Owner and any contractors on the project to \$850 or the Consultant's fee, whichever is greater.

The Owner and Consultant each bind themselves and any partners, successors, and assigns of the other party to this agreement. Neither party will assign, sublet, or transfer their interest in this agreement without the consent of the other party.

The terms of this agreement shall be governed by the laws of the State of Michigan. In the event a provision of this agreement is rendered unlawful, the remaining terms and provisions shall remain in effect.

Terms and Conditions Agreed to:

Owner

ROWE Professional Services Company (Consultant)

Date

LEASE OPTION AGREEMENT

THIS LEASE OPTION AGREEMENT (“Agreement”) is made and entered into January 15, 2018 (“Effective Date”), by and between CITY OF SWARTZ CREEK (“Lessor”), and BAP POWER CORPORATION (DBA CENERGY POWER, “Tenant”), collectively the “Parties.”

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Leased Property Address (the “ <u>Leased Property</u> ”):	That certain property area at BRISTOL RD, SWARTZ CREEK, MI 48473.
Leased Acreage Amount:	<u>Up to 10 Acres</u> at Tenant’s discretion. Leased Property acreage shall be suitable for a solar photovoltaic project sized at up to 2.5MW DC/ 2MW AC (“ <u>Solar Project</u> ”).
Initial Diligence Period:	<ol style="list-style-type: none"> 1. Initial Diligence Period Lease Option Payment: \$[<u>100</u>]. 2. Initial Diligence Period is for 1 year commencing on the date of this Agreement and is terminable by Tenant with 10 days’ advance notice to Lessor. No amounts payable by Tenant is refundable. 3. Tenant’s right to use land shall be limited to feasibility, due diligence and interconnection related to the potential Solar Project on the Leased Property. 4. Lessor shall have the right to terminate this Agreement to the extent Tenant is more than 60 days late on its payment obligation hereunder.
Lease Option:	<ol style="list-style-type: none"> 1. During the Initial Diligence Period, Tenant may, at its election, lease the Leased Property from Lessor for a period of 21 years in furtherance of the Solar Project. Lease documentation between Tenant and Lessor shall be negotiated in good faith and have a lease rate of \$[<u>1000 - 1500</u>] per acre per year. Such lease may be extendable at Tenant’s election for two consecutive 5 year periods at substantially the same lease terms and conditions as the initial 21 year lease period. 2. The Parties shall agree to other standard terms and conditions applicable to bankable leases for solar projects of similar size and scope.
TENANT:	BAP POWER CORPORATION By: _____ William Pham Address: 3716 Lionshead Avenue, Carlsbad, CA 92010
LESSOR:	CITY OF SWARTZ CREEK By: _____ Address: 8083 Civic Dr. Swartz Creek, MI 48473

PROPOSED SOLAR POWER INSTALLATION

CITY OF SWARTZ CREEK (NORTH) - INITIAL DILIGENCE

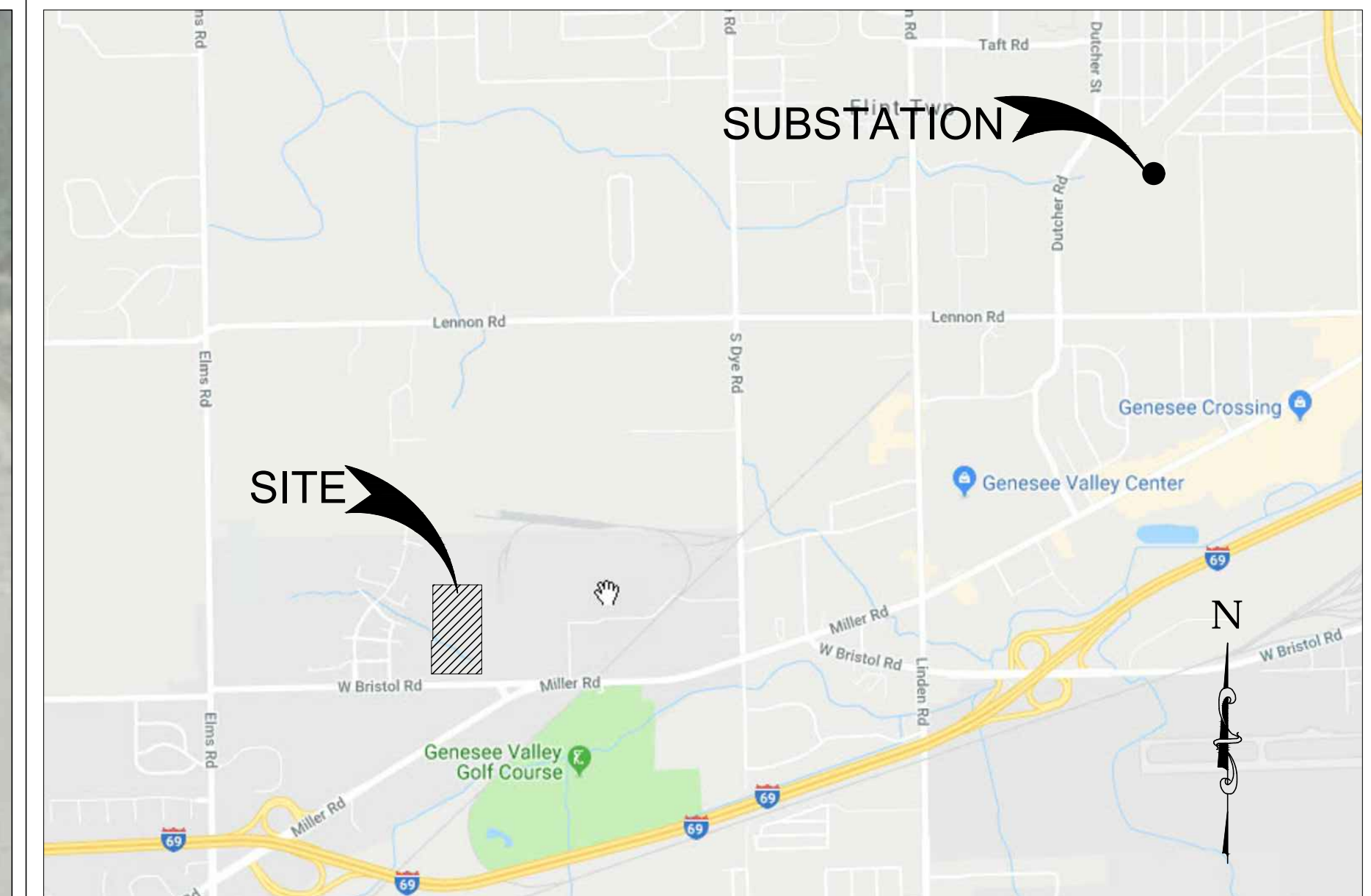
SWARTZ CREEK, MI 48473



1

SOLAR POWER SYSTEM SITE LAYOUT

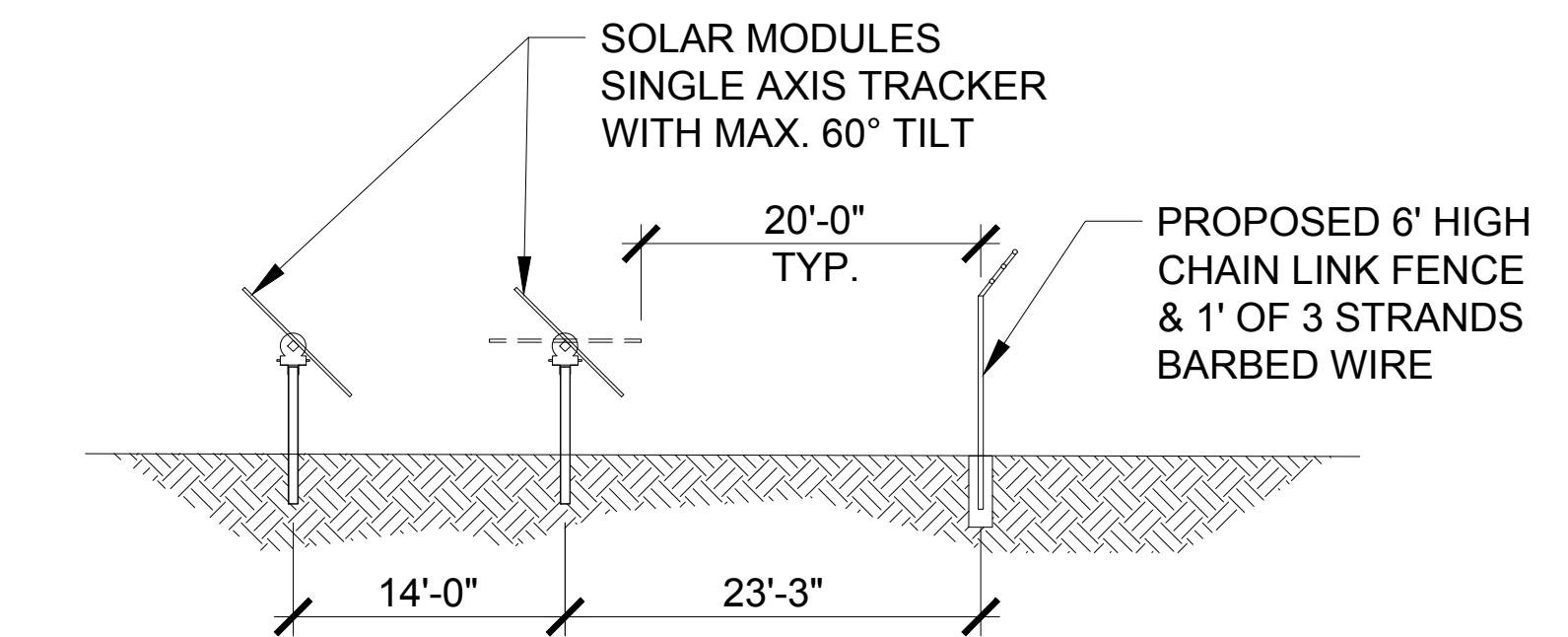
SCALE: 1"=200'



2

VICINITY MAP

NOT TO SCALE



3

TYPICAL GROUND MOUNT RACK

NOT TO SCALE

MODULE: BOVIET, BVM6612M-350, 350W.
TOTAL: 7128 MODULES.
TOTAL STRING: 396 (18 MODULES/STRING).
TOTAL RACK: 96 (72 MODULES/RACK).
 04 (54 MODULES/RACK).
INVERTER: 33 INVERTERS - SUNGROW SG-60KU-M (60KW).
RACKING SYSTEM: NEXTRACKER SINGLE AXIS TRACKER.
FENCE: 6' HIGH CHAIN LINK & 1' OF 3 STRANDS BARBED WIRE.
TOTAL AREA: 9.67 ACRES (APPROX. INSIDE PERIMETER FENCE).
TOTAL CAPACITY: 2,494.8000 KW-DC (STC)
 1,980.0000 KW-AC (NAMEPLATE)

4

PROJECT DATA

NO.	DATE	INITIAL	DESCRIPTION
A-1	07/12/18	CIC	RELEASED

NO.	DATE	INITIAL	DESCRIPTION

SOLAR INSTALLATION

CITY OF SWARTZ CREEK (NORTH) - INITIAL DILIGENCE

SOLAR POWER SYSTEM SITE LAYOUT

SP-1
 DRAWN BY: V-TEAM

"This "Third Party Agreement" sample is comprised of standard MDOT contract language. Local Agencies or their consultants utilizing this agreement are advised to seek legal counsel to determine impacts to either organization."

SUBCONTRACT NO. _____
CONTROL SECTION NO. _____
JOB NO. _____

FED. PROJECT NO. _____
FED. ITEM NO. _____

THIRD PARTY AGREEMENT

Fairchild Street Resurfacing
City of Swartz Creek

(Preliminary Engineer, Construction Engineering, Testing Services)
LOCAL AGENCY CONTRACT

THIS CONTRACT, made and entered into as of this date, _____,
by and between ROWE Professional Services Company, 540 S. Saginaw Street, Suite 200, Flint, MI 48502,
hereinafter referred to as the "CONSULTANT," and the City of Swartz Creek, 8083 Civic Drive, Swartz
Creek, MI 48473 hereinafter referred to as the "LOCAL AGENCY."

WITNESSETH:

WHEREAS, the LOCAL AGENCY is planning to resurface 0.28 miles of Fairchild Street a Surface
Transportation project within its limits; and

WHEREAS, the LOCAL AGENCY has assigned Adam Zettel, City Manager to be the designated
full-time public employee to be in Responsible Charge in accordance with
23 CFR 172.9 (d).

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

0.28 miles of proposed Fairchild Street Resurfacing with cold milling HMA surface, joint repairs,
pavement repairs, HMA paving, select concrete curb and gutter replacement, sidewalk construction, ADA
sidewalk ramp upgrades, pavement markings, and permanent signs.

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

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

WHEREAS, the CONSULTANT was selected utilizing the LOCAL AGENCY procedures; and CONSULTANT performance evaluations will be completed, as defined in Exhibit D.

WHEREAS, the terms and conditions of the PRIME CONTRACT between the MDOT and the LOCAL AGENCY for the PROJECT shall be incorporated by reference as part of this SUBCONTRACT to ensure that if any discrepancies occur between the PRIME CONTRACT and SUBCONTRACT, the PRIME CONTRACT shall prevail; and

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

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

The CONSULTANT will:

1. Perform the work set forth in Exhibit A, dated January 30, 2018, attached hereto and made a part hereof (SERVICES). The LOCAL AGENCY specifically agrees that it will not perform SERVICES that are not included in the scope of SERVICES in Exhibit A.
2. Perform all SERVICES by the applicable codes, laws, and standards of the LOCAL AGENCY and the MDOT and the FHWA.
3. During the performance of the SERVICES herein provided for, be responsible for any loss or damage to the documents, owned by the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANTS expense.
4. Furnish qualified personnel, as per 23 CFR Part 172, to assist the PROJECT Engineer/Supervisor in solving problems, when so requested.
5. Attend conferences and make such trips as necessary to the LOCAL AGENCY'S offices and to the site of the work to confer with representative of the LOCAL AGENCY and the MDOT or the FHWA as may be necessary in the carrying out of the work under THIS CONTRACT.
6. Provide and maintain public liability, property damage, and workers' compensation insurance, insuring as they may appear the interests of all parties to THIS CONTRACT against any and all claims that may arise out of the LOCAL AGENCY'S operation hereunder. In addition, provide professional liability insurance, as further defined in Exhibit B, attached hereto and made a part hereof.
7. Commence work on the PROJECT as set forth in and following execution of THIS CONTRACT only upon receipt of written notice from the PROJECT Engineer/Supervisor.

8. Submit billings to the LOCAL AGENCY as set forth in Section 17.
9. Perform all PROJECT work under the direction of the PROJECT Engineer who will be assigned by the LOCAL AGENCY as provided in Section 14.
10. Provide such reports and maintain such records of the PROJECT as are required to document the work to the satisfaction of the PROJECT Engineer, the LOCAL AGENCY, the MDOT, and the FHWA.
11. Permit the LOCAL AGENCY, the MDOT, the FHWA, and other public agencies interested in the plans and designs for the PROJECT to have full access thereto during the progress of the SERVICES being performed thereon.
12. Have their professional endorsement upon all plans, specifications, estimates, and engineering data furnished to the LOCAL AGENCY.
13. Follow standard accounting practices and permit representatives of the LOCAL AGENCY and MDOT, FHWA, U.S. DEPARTMENT OF Transportation's Inspector General, and the Controller General of the United States to audit and inspect its PROJECT books and records at any reasonable time.
 - a. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under THIS CONTRACT.
 - b. In the event of a dispute with regard to the allowable expenses or any other issue under THIS CONTRACT, the CONSULTANT shall thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - c. In the event of a dispute with regard to the allowable expenses or any other issue under THIS CONTRACT, the CONSULTANT shall thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - d. If any part of the work is subcontracted, the conditions for the responsibilities of the CONSULTANT apply to the CONSULTANT and their SUBCONSULTANTS (or affiliates).

The LOCAL AGENCY shall:

14. Assign a PROJECT Engineer/Supervisor in responsible charge of the PROJECT.
15. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in THIS CONTRACT, pay the CONSULTANT on the basis of actual cost plus a fixed fee (profit) amount which shall not exceed Twenty-Three Thousand, Nine Hundred and Fifty-Nine dollars and 82 cents (\$23,959.82). The fixed fee (profit) shall be the amount of dollars Two Thousand, Twenty-Three dollars and 36 cents (\$2,023.36), which amount is included in the total amount of Twenty-Three Thousand, Nine Hundred and Fifty-Nine dollars and 82 cents (\$23,959.82) as shown in Exhibit "A," attached hereto and made part hereof.
16. Pay for actual costs for SERVICES. Work required and performed will be determined in accordance with the following terms, subject to the cost criteria set forth in the Federal Acquisition Regulations, 48 CFR, Part 31.
 - a. Direct Salary Costs: Actual labor costs of personnel performing the SERVICES work. This cost will be based on the employees' actual hourly rate of pay and the actual hours of performance on the PROJECT as supported by employee time records.
 - b. Direct Costs: Actual costs of materials and SERVICES, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals, and shall be supported by proper receipts.

Overhead (Indirect Costs): For A pro-rated portion of the actual overhead incurred by the CONSULTANT during performance of the PROJECT work shall be computed as set forth in 48 CFR, Federal Acquisition Regulations, Part 31, see Attachment C. The amount of overhead payment, including payroll overhead, will be calculated as a percentage of all direct labor costs related to staff personnel and members of the firm. Overhead shall include those costs, which because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. If a certified overhead rate, attachment C, has not been established, a provisional overhead rate, which will be applied to direct labor costs for progress payments, is set forth in Exhibit A. Use the provisional overhead rate until the actual overhead rate has been determined.

- c. Non MDOT Pre-Qualified CONSULTANT:
It is agreed that the use of the provisional overhead rate set forth in Exhibit A sets neither a minimum nor maximum to the actual overhead costs to be paid the CONSULTANT. Any overpayments or underpayments made to the CONSULTANT for SERVICES performed resulting from usage of the provisional overhead rate, will be corrected in the first billing submitted subsequent to the CONSULTANT'S calculations of an actual overhead rate for the financial year end applicable to the reported direct labor cost. The audit at the completion of THIS CONTRACT or at such time as THIS CONTRACT is terminated, will verify the propriety of reporting overhead.

MDOT Pre-Qualified CONSULTANT:

When work occasioned at the LOCAL AGENCY'S request is contracted with the CONSULTANT to perform the SERVICES, the actual overhead costs incurred by the CONSULTANT at the MDOT-accepted rate during work, computed as set forth in 48 CFR, Federal Acquisition Regulations, Part 31, The amount of overhead payment, including payroll overhead, will be calculated as applied rates to direct labor costs. Overhead costs will include those costs that, because of their incurrence for common or joint objectives, are not readily subject to treatment as direct costs. The MDOT-accepted overhead rate is not subject to adjustment for overhead costs, but the LOCAL AGENCY and MDOT retains the right to audit the records of the CONSULTANT at any reasonable time.

Contract LOCAL AGENCY Work:

When work occasioned at the LOCAL AGENCY'S request is contracted with another LOCAL AGENCY to perform the SERVICES, the actual overhead costs incurred by the LOCAL AGENCY shall be computed as set forth in 2 CFR 200.414. The LOCAL AGENCY must submit a 2 CFR 200.414 compliant overhead (indirect) cost rate proposal/plan to MDOT, prior to claiming any overhead (indirect) costs. The LOCAL AGENCY and MDOT retains the right to audit the records of the CONSULTANT at any reasonable time.

Reimbursement for costs incurred is subject to the cost criteria set forth in 48 CFR Part 31, and/or 2 CFR 200Subpart E-Cost Principles as applicable, is incorporated herein by reference as if the same were repeated in full herein.

- d. Facilities Cost of Capital: A pro-rated portion of the actual facilities costs of capital incurred by the CONSULTANT during work is reimbursable only if the estimated facilities cost of capital was specifically identified in the cost proposal, included in the Scope of Services for this work (Exhibit A).
- e. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the State of Michigan Standardized Travel Regulations, incorporated herein by reference as if the same were repeated in full herein.
- f. Fixes Fee (Profit): In addition to the payments for direct and overhead costs as hereinbefore provided, the LOCAL AGENCY agrees to pay the CONSULTANT a fixed amount for profit for the SERVICES performed. It is agreed and understood that such amount constitutes full compensation to the CONSULTANT for profit and will not vary because of any differences between the estimated cost and the actual cost for work performed, except that in the event THIS CONTRACT is terminated, payment of a fixed fee (profit) in respect to the PROJECT shall be in an amount which can be established by the CONSULTANT from its accounts and records and subject to the provisions of Section 30.

- g. SUBCONSULTANT Costs: Actual costs of SUBCONSULTANTS performing SERVICES under THIS CONTRACT. Amounts for fixed fees paid by the CONSULTANT to the SUBCONSULTANT will not be considered an actual cost of the CONSULTANT, but will be considered a part of the fixed fee of the CONSULTANT.

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

- a. Progress payments may be made for reimbursement of amounts earned to date and shall include direct costs, other direct costs, calculated amounts for overhead using overhead, and facilities cost of capital using applied rates, set forth hereinbefore, plus a portion of the fixed fee. The portion of the fixed fee which may be included in progress payments shall be equal to the total fixed fee multiplied by the percentage of the work which has been completed to date of billing.
- b. Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the LOCAL AGENCY. Partial payments shall be made only one a month.
- c. Final billing under THIS CONTRACT shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES. Billing for work submitted later than three (3) months after completion of SERVICES will not be paid. Final payment, including adjustments of direct salary costs, other direct costs and overhead costs, will be made upon completion of audit by the LOCAL AGENCY and/or as appropriate, by representatives of the MDOT and the FHWA.

In the event such audit indicates an overpayment, the CONSULTANT will repay the LOCAL AGENCY within 90 days of the date of the invoice.

It is further agreed that:

- 18. Upon completion or termination of THIS CONTRACT, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of SERVICE, shall become property of the LOCAL AGENCY.
- 19. No portion of the PROJECT work, hereto before defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent for the LOCAL AGENCY and approval by MDOT and the FHWA. Consent to sublet, assign or otherwise dispose of any portion of the SERVICES shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of THIS CONTRACT.
- 20. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the LOCAL AGENCY'S PROJECT Engineer/Supervisor.

All questions as to the satisfactory and acceptable fulfillment of the terms of THIS CONTRACT shall be decided by the LOCAL AGENCY.

21. This agreement is to be governed by the laws of the State of Michigan. All disputes between the LOCAL AGENCY and CONSULTANT shall be resolved per the Dispute Resolution in Appendix C.
22. Any change in SERVICES to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the LOCAL AGENCY and approved by the MDOT and the FHWA prior to the performance thereof by the CONSULTANT and requires an amendment to THIS CONTRACT.
23. The CONSULTANT and the LOCAL AGENCY specifically agree that in the event problems arise that may be the result of errors and/or omissions by the CONSULTANT or due to a failure of the CONSULTANT to otherwise perform in accordance with THIS CONTRACT, the CONSULTANT will be held responsible with no cost to the LOCAL AGENCY or in accordance with Dispute Resolution in Appendix C.
24. In addition, the CONSULTANT shall comply with, and shall require any CONTRACTOR or SUBCONTRACTOR to comply with, the following:
 - a. In connection with the performance of the PROJECT under THIS CONTRACT, the CONSULTANT (hereinafter in Appendix "A" referred to as the "CONTRACTOR") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix "A," attached hereto and made a part hereof and will require a similar covenant on the part of any CONTRACTOR or SUBCONTRACTOR employed in the performance of THIS CONTRACT.
 - b. During the performance of THIS CONTRACT, the CONSULTANT, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "CONTRACTOR"), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the DEPARTMENT of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to THIS CONTRACT.
 - c. The parties hereto further agree that they accept the MDOT'S Minority Business Enterprises/Women's Business Enterprises (MBE/WBE) Program with respect to the PROJECT and will abide by the provisions set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof, being an excerpt from Title 42 C.F.R. Part 23, more specifically 23.43(a)(1) and (2) thereof.

25. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT to solicit or secure THIS CONTRACT and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the CONSULTANT any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of THIS CONTRACT. For breach or violation of this warranty, the LOCAL AGENCY will have the right to annul THIS CONTRACT without liability or, at its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
26. The CONSULTANT specifically agrees that in the performance of the SERVICES herein enumerated, by itself, by an approved SUBCONTRACTOR, or by anyone acting on its behalf, it will comply with any and all state, federal, and local statutes, ordinances, and regulations and will obtain all permits applicable to the entry into the performance of THIS CONTRACT.
27. No charges or claims for damages shall be made by the CONSULTANT for delays or hindrances from any cause whatsoever during the progress of any portions of the SERVICES specified in THIS CONTRACT, except as hereinafter provided.

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

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

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

extra compensation shall be provided only by amendment to THIS CONTRACT with approval of the MDOT and the FHWA.

29. In addition to the protection afforded by any policy of insurance, the CONSULTANT agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, the FHWA, and all officers, agents, and employees thereof:
- a. From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the CONSULTANT in connection with the CONSULTANT'S performance of the SERVICES; and
 - b. From any and all costs or claims for additional compensation or damages, or injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, response and cleanup cost, including attorney fees and related costs, caused by errors and/or omissions attributable to the CONSULTANT'S performance of the SERVICES under THIS CONTRACT unless the CONSULTANT proves that notwithstanding the error or omission, the CONSULTANT met generally accepted standards of care. In addition to excusing consultants from liability for errors or omissions that the CONSULTANT proves occurred despite its compliance with generally accepted standards of care, the CONSULTANT will only be responsible for the percentage of the damages and costs that corresponds to the proportion of the total damages and costs caused by the errors and/or omissions attributable to the CONSULTANT for which the CONSULTANT is otherwise liable under this subparagraph.

LOCAL AGENCY will not be subject to any obligations or liabilities by CONTRACTORS of the CONSULTANT or their SUBCONTRACTORS or any other person not a party to THIS CONTRACT without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the CONSULTANT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under THIS CONTRACT that results in claims being asserted against or judgments being imposed against the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, and/or the FHWA, as applicable. In the event that the same occurs, it will be considered as a breach of THIS CONTRACT, thereby giving the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, and/or the FHWA, as applicable, a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

30. LOCAL AGENCY may terminate THIS CONTRACT and/or any AUTHORIZATION(S) under THIS CONTRACT for convenience or cause, as set forth below, before the SERVICES are completed. Written notice of termination will be sent to the CONSULTANT. The CONSULTANT will be reimbursed in accordance with the following:

a. Termination for Convenience:

FOR COSTS TO BE REIMBURSED ON AN ACTUAL COST PLUS FIXED FEE BASIS: The CONSULTANT will be reimbursed for all costs incurred up to the termination date set forth in the notice of termination. Such reimbursement will be as set forth in Sections 16 and 17. The CONSULTANT will be reimbursed a proportionate share of the fixed fee based on the portion of the project that is complete as determined by LOCAL AGENCY. LOCAL AGENCY will receive the work product produced by the CONSULTANT under THIS CONTRACT up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

b. Termination for Cause:

The LOCAL AGENCY may terminate this CONTRACT whenever the CONSULTANT causes any of the following events to occur: fails to complete any of the SERVICES in a manner satisfactory to LOCAL AGENCY, and/or discloses LOCAL AGENCY'S confidential information, and/or replaces any Key People without prior written approval from LOCAL AGENCY, and/or fails to find an acceptable replacement to the Project Team within thirty (30) days, (or within the extension of time granted by LOCAL AGENCY, if any), and/or makes any public relations communications, (and/or products) that are intended for external audience without prior written approval from the LOCAL AGENCY.

AUTHORIZATION(S) pursuant to THIS CONTRACT for cause. Written notice of termination will be sent to the CONSULTANT. The CONSULTANT will be reimbursed as follows:

FOR COSTS TO BE REIMBURSED ON AN ACTUAL COST PLUS FIXED FEE BASIS: The CONSULTANT will be reimbursed for SERVICES completed up to receipt of the notice of termination. LOCAL AGENCY may pay a proportionate share for a partially completed work product. The value of such partially completed work product will be determined by LOCAL AGENCY based on actual costs incurred up to the estimated value of the work product received by LOCAL AGENCY, as determined by LOCAL AGENCY. Such actual costs will be as set forth in Section 16.

The CONSULTANT will be reimbursed a proportionate share of the fixed fee based on the portion of the project that is complete, as determined by LOCAL AGENCY. LOCAL AGENCY will receive the work product produced by the CONSULTANT under THIS CONTRACT up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of the SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

The value of such partially completed work product will be determined by LOCAL AGENCY based on actual costs incurred up to the estimated value of the work product received by LOCAL AGENCY as determined by LOCAL AGENCY.

In the event that termination by LOCAL AGENCY is necessitated by any wrongful breach, failure, default, or omission by the CONSULTANT, LOCAL AGENCY will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to the CONSULTANT under THIS CONTRACT, as well as any other existing or future contracts between the CONSULTANT and LOCAL AGENCY, for any and all damages and costs incurred or sustained by LOCAL AGENCY as a result of its termination of THIS CONTRACT due to the wrongful breach, failure, default, or omission by the CONSULTANT.

In the event of termination of THIS CONTRACT and/or any AUTHORIZATION(S), LOCAL AGENCY may procure the professional SERVICES from other sources and hold the CONSULTANT responsible for any damages or excess costs occasioned thereby.

In the event that the CONSULTANT disagrees with LOCAL AGENCY regarding a determination of the completeness or value of SERVICES performed or the amount of reimbursement for which the CONSULTANT is eligible under the provisions of this section, the CONSULTANT may invoke the dispute process defined in Exhibit C.

31. The CONSULTANT'S signature on THIS CONTRACT constitutes the CONSULTANT'S certification of "status" under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549.

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

The CONSULTANT is responsible for obtaining the same certification from all SUBCONTRACTORS under THIS CONTRACT by inserting the following paragraph in all subcontracts:

"The SUBCONTRACTOR'S signature on THIS CONTRACT constitutes the SUBCONTRACTOR'S certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549. The certification included as a part of THIS CONTRACT as Attachment B is Appendix B of 49 CFR Part 29."

This certification is required of all SUBCONTRACTORS, testing laboratories, and other lower tier participants with whom the CONSULTANT enters into a written arrangement for the procurement of goods or services provided for in THIS CONTRACT.

32. The CONSULTANT'S signature on THIS CONTRACT constitutes the CONSULTANT'S certification that to the best of his or her knowledge and belief no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, removal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

The CONSULTANT will require that the language of this certification be included in the award documents for all third-party agreements (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

33. The CONSULTANT agrees to pay each SUBCONTRACTOR for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the CONSULTANT receives from MDOT. This requirement is also applicable to all sub-tier SUBCONTRACTORS and will be made a part of all subcontract agreements.

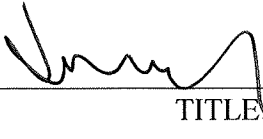
This prompt payment provision is a requirement of 49 CFR Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a SUBCONTRACTOR against MDOT. This provision applies to both DBE and non-DBE SUBCONTRACTORS.

The CONSULTANT further agrees that it will comply with 49 CFR Part 26, as amended, and will report any and all DBE SUBCONTRACTOR payments to MDOT semi-annually in the format set forth in Appendix G, dated July 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

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

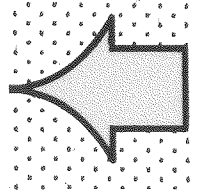
The following exhibits, appendices, and attachments are included on page 14 of THIS CONTRACT; IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duty authorized agents and representative the day and year first above written.

ROWE Professional Services Company

By: 
TITLE: Jack Wheatley, P.E. Sr. Project Manager

City of Swartz Creek

By: _____
TITLE: Adam Zettel, City Manager



HERE

List of Exhibits/Appendixes/Attachments

Exhibit A – Scope of Services

Exhibit B – Professional Liability Insurance

Exhibit C – The Dispute Resolution Process

Exhibit D – Consultant Performance Evaluations

Appendix A – Prohibition of Discrimination in State Contracts

Appendix B – TITLE VI Assurance

Appendix C – Assurances that Recipients and Contractors Must Make

Appendix D – Local Consultant Conflict of Interest

Appendix E – Public Relations Communications, and Use of Project Information for External Audiences

Appendix G – Prime Consultant State of DBE Sub-Consultant Payments

Attachment A – Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

Attachment B – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusions-Lower Tier Covered Transactions

Attachment C – Transportation Certification of Indirect Rate

EXHIBIT A

Scope of Services

The CONSULTANT shall provide the following services relating to the PROJECT:

1. Design and prepare studies, preliminary plans, final plans, specifications, quantity sheets, estimates of cost, and do other related work necessary to develop the complete design for the PROJECT. Also perform right-of-way requirements, recommendations, land surveys and computations. Right-of-way plats are to be shown by the CONSULTANT on the construction plans. Boring and supplemental specialized services, as required, are to be made by others under the CONSULTANT'S supervision.

2. Submit for approval by the LOCAL AGENCY and the DEPARTMENT, studies and preliminary plans showing the proposed layouts of the PROJECT.

3. After approval and acceptance of the studies and preliminary plans and preliminary cost estimates by the LOCAL AGENCY and the DEPARTMENT, prepare and submit complete detailed construction plans (final plans), supplemental specifications, estimates of quantities, design calculations if requested, and engineer's final estimates of cost for all necessary construction and other work, such as utility relocations, included in the complete design of the PROJECT.

4. During the preparation of the plans, make such changes and revisions in said plans and supporting material as are considered necessary and desirable by the LOCAL AGENCY and the DEPARTMENT to assure conformance of plans to good design and standard practices, and to have said plans and other material in proper form for receiving bids.

5. During construction, make all corrections and alterations in the detailed plans for the PROJECT as may be deemed necessary by the LOCAL AGENCY and the DEPARTMENT as a result of errors and omissions. The CONSULTANT and the LOCAL AGENCY specifically agree that in the event problems arise that may be the result of errors and/or omissions by the CONSULTANT or due to a failure of the CONSULTANT to otherwise perform in accordance with this contract, that the CONSULTANT will be held responsible with no cost to the LOCAL AGENCY or in accordance with the LOCAL AGENCY'S dispute resolution process if applicable.

6. Check all shop drawing details for items of construction, as may be submitted to the LOCAL AGENCY for approval by the LOCAL AGENCY and the DEPARTMENT in order to insure compliance with plans and specifications.

7. Supply all materials, including incidental blueprints required.

8. Have in its employ a sufficient number of qualified employees available to complete the design of the PROJECT and to submit prints of the preliminary plans for the review of the LOCAL AGENCY and the DEPARTMENT by March 12, 2018, and further submit the tracings of the final plans to the LOCAL AGENCY within six (6) weeks after receipt of the review comments. The date, as specified and determined, will be considered as the latest date for acceptable submission of plans unless an extension of time is granted as provided in Section 31.

9. Upon completion of the design of the PROJECT and final approval thereof by the LOCAL AGENCY and the DEPARTMENT, deliver to the LOCAL AGENCY the following:

- a. One (1) set of final construction plans which meet current DEPARTMENT standards concerning: the use of ink or pencil, scale of drawing, and type of reproducible drawing material used.
- b. One (1) reproducible copy of the special provisions.
- c. One (1) set each of the criterion for Supplemental Specifications indicating the appropriate items for the PROJECT.
- d. One (1) set of estimates of cost construction.
- e. One (1) set of reproducibles of design calculations, if requested.
- f. Upon request by the LOCAL AGENCY, make available thereto, all notes utilized in the preparation of the plans, supplemental specifications, and cost estimates.

EXHIBIT B

PROFESSIONAL LIABILITY INSURANCE

June 27, 1996

The CONSULTANT specifically agrees to maintain professional liability insurance for protection from claims arising out of the performance of SERVICES under THIS CONTRACT.

This insurance will be maintained in an amount not less than One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such insurance will be in effect for the life of THIS CONTRACT and for the period through the construction and DEPARTMENT acceptance of such construction, resulting from the SERVICES provided by THIS CONTRACT, whichever is later.

As evidence of said coverage, the CONSULTANT will submit to the DEPARTMENT certificates of insurance. All required insurance will be in effect and all documents required by this section will be submitted to the DEPARTMENT prior to the commencement of the SERVICES. All such approvals will include a provision for a cancellation notice of not less than thirty (30) days, directed to the DEPARTMENT. The CONSULTANT specifically agrees to immediately provide written notification of any change to its professional liability insurance coverage.

THE DISPUTE RESOLUTION PROCESS November, 2015

BACKGROUND

During the design and construction phases of projects, there are quality assurance and quality assessment procedures required of CONSULTANTS and the LOCAL AGENCY that are intended to minimize the occurrence of errors and/or omissions. Even so, there are often valid changes required during construction in order to complete the project. These changes may or may not be the result of the Design or Construction Engineering Consultant's errors or omissions.

Some of the changes may be due to errors and/or omissions in the Design Plans or Construction Engineering Services resulting in cost increases to the project or degradation of quality of the road project. When changes to a project result in errors or omissions and cause additional costs or reduction in quality, an assessment must be made to determine the extent of the Design and/or Construction Engineering consultant's responsibility for the errors and/or omissions, including the CONSULTANT'S share of the additional costs.

LOCAL AGENCY personnel must keep in mind that Design Plans and Construction Engineering Services will normally contain minor deficiencies that do not materially (*an issue is considered material when the perceived cost of the error and/or omission is greater than the administrative cost of the dispute resolution process*) affect the cost or quality of the project. The steps to assign responsibility are intended to be used in those cases where LOCAL AGENCY personnel have reason to believe that, in their professional judgment, a Design and/or Construction Engineering CONSULTANT did not adhere to recognized professional standards of care in the performance of its duties, resulting in substantial additional costs to the LOCAL AGENCY.

It is also important to understand that the cost of correcting an error and/or omission should be compared to the estimated first-time cost that would have been incurred had the services or contract documents been correct to begin with. For example, the omission of a pay item that has to be added during construction will cause an increase in the construction cost, but the cost would have been higher had the pay item been included from the beginning. In this case, the cost of the omission depends on how much more it costs to include the item during construction than it would have cost had the item been included when the project was bid. This is known as premium cost. Premium costs are the additional cost of a contract that would not have been incurred if the work had been included in the original contract. More specifically, premium costs are dollar amounts paid for non value added work. Delays, inefficiencies, rework, or extra work as shown below, other than those caused by the CONTRACTOR or his or her SUBCONTRACTORS or suppliers, will be considered as non-value added work. Non-value added work can occur in three distinct situations.

- Work delays or inefficiencies. The premium costs are the total delay/ inefficiencies damages paid to the CONTRACTOR.
- Rework. The premium costs are the dollar amounts paid for the original items of work that have to be removed plus the costs to remove these items.
- Extra work. The premium costs are the net difference between the final, agreed-upon price paid to the CONTRACTOR and the Engineer's Estimate i.e., what the cost would have been had the extra work been included in the original bid at letting.

Premium costs associated with Errors and Omissions shall be Federal-aid Non-Participating.

Another example is improper or missing testing documentation. In this case, the cost of the omission depends on whether or not the Federal Aid or State participation will remain as the quality of the construction may not be able to be determined and was affected by the missing or improper acceptance documentation to support payment.

THE PROCESS – OVERVIEW

PROJECTS will be built as designed and let. Furthermore, field staff will not revise the design for purposes of enhancement or personal choice. In the event the PROJECT cannot be practically built or let as designed, due to omissions or errors, then the steps of this procedure will govern.

There are three (3) possible categories of potential errors, omissions, or questions of a material nature.

Category 1 – Design Issues The first category is when potential errors, omissions, or questions of a material nature are related to the Design Plans only. These events will be referred to as “Design Issues” until such time as the cause, effect, and responsibility have been determined. *[Any issue is material when the cost of the error and/or omission is perceived to be greater than the administrative cost of the dispute resolution process.]*

Category 2 – Design/Construction Engineering Issues The second category is when it cannot be determined whether the potential errors, omissions, or questions of a material nature are encountered in the Construction Engineering Services or in the Design Plans.. These events will be referred to as “Construction Engineering/Design Issues” until such time as the cause, effect, and responsibility have been determined.

Category 3 – Construction Engineering Issues The third category is when the potential errors, omissions, or questions of a material nature are encountered in Construction Engineering Services and not related to the Design Plans. These events will be referred to as “Construction Engineering Issues” until such time as the cause, effect, and responsibility have been determined.

In the event that the **MDOT TSC Construction Engineer** decides that the Design and/or Construction Engineering Issue is not material, the Local Agency Project Supervisor will proceed unilaterally. A copy of the Design Issue decision, changes, and/or other relevant documents must be sent immediately to the **LOCAL AGENCY**, and the Construction Engineering CONSULTANT, if applicable. Typically, this will be a e-mail of the work order. The **LOCAL AGENCY** will forward these decisions, changes, and/or other documents to the Design Consultant. This step is important for two reasons. First, the Design CONSULTANT, and/or the **LOCAL AGENCY** will have an opportunity to review the change and take action if they disagree. Second, this will give an opportunity for everyone to learn of the deficiencies in order to improve the product in the future.

In the event that the **MDOT TSC Construction Engineer** is uncertain regarding the designer’s intent, he/she must contact the **LOCAL AGENCY** to determine the intent. The **LOCAL AGENCY** will contact the CONSULTANT staff when appropriate.

The process will initially focus on solving the problem with the objective of minimizing the impact on construction. After that, the process will focus on responsibility according to the multi-step procedure that follows. The step of determining responsibility must be taken any time the Design and/or Construction Engineering CONSULTANT is brought into the process and incurs costs. These steps must also be taken any time errors and/or omissions in consultant prepared Design Plans or Construction Engineering Services result in increased cost during construction or decrease in the quality of the project.

The determination of the degree of responsibility for substandard work must include a review of the CONSULTANT'S scope of work, the standards in effect when the work was done, design information provided to the CONSULTANT, and directions provided by the LOCAL AGENCY. In making this determination, the LOCAL AGENCY must discuss the error and/or omission with the CONSULTANT and any involved LOCAL AGENCY personnel to obtain all information and points of view. The LOCAL AGENCY is to make a record of conversations and other documentation that support whatever determination is made and then place copies of those records in the project files. Separate budgets will be created for payment to Design and Construction Engineering CONSULTANTS for their correction of Design or Construction Engineering Issues that are judged not to be their responsibility and for changes by the LOCAL AGENCY for their activities during this process.

PROCESS – DISPUTE RESOLUTION

For levels one and two of these proceedings, the first focus should be on resolving the Design or Construction Engineering Issue in order to minimize the impact on construction. The LOCAL AGENCY and the consultant will attempt to jointly determine the solution. In the event that such agreement cannot be reached, the LOCAL AGENCY alone will decide on the appropriate solution. In the event that the Design and/or Construction Engineering CONSULTANT does not agree with any of these decisions, it may appeal its financial responsibility to the next level. After the Design or Construction Engineering Issue is resolved, the focus shifts to responsibility and financial implications. All decisions must be completely agreed upon by the representatives of the LOCAL AGENCY.

Level 1 – Omissions and Errors Identification and Correction

Step A – Notify the Design or Construction Engineering CONSULTANT of the first notice of the issue in either design or construction.

Step B – The LOCAL AGENCY and CONSULTANT personnel will collaborate on the safest, cost efficient solution to construct the project within the character of the scope of work. If consensus cannot be reached the LOCAL AGENCY is then charged with determining the appropriate resolution to the issue to get the project back under design or construction. This issue resolution should be discussed with the MDOT TSC Construction Engineer with regards to appropriateness and potential project financial participation implications prior to any final decisions being made.

Step C – Issue Work Order/Contract Modification that resolves issue so that design or construction work may continue. Processes for contract modifications will follow those

set forth in the MDOT Construction Manual or other guidance documents pertaining to revisions to the contract.

Level 2 – Cost Responsibility Determination

Step A – Mutually determine, between the LOCAL AGENCY and the CONSULTANT, if the issue was caused by a plan error or omission.

If it is determined that a plan error created the issue, the financial responsibility for the correction and associated design and construction costs will be borne 100% by the CONSULTANT.

If it is determined that an omission created the issue, only the premium cost above what the LOCAL AGENCY would have expected to pay, if the work was included in the original bid construction documents, will be borne by the CONSULTANT.

Step B – If the CONSULTANT disagrees with the determination in Step 2 A, then the disputed items are sent to the mutually agreed upon review PANEL for a recommendation of cost responsibility. The LOCAL AGENCY will facilitate the development of the members of the review PANEL.

The LOCAL AGENCY and the CONSULTANT will each select a member of their choosing, the two selected members will then mutually agree to select one more member. The review PANEL will be made up of three members. The LOCAL AGENCY will then notify a PANEL of impartial and non-interested individuals to mediate a resolution to the issue. The cost for the PANEL members should be shared between the LOCAL AGENCY and the CONSULTANT. Example participants could be members ACEC, CRA, MML, etc. The PANEL will guide the LOCAL AGENCY and the CONSULTANT toward an agreement. The staff from MDOT may also be present as observers. At such time as the PANEL determines that the LOCAL AGENCY and the CONSULTANT are not making reasonable progress toward resolving one or more issues, the PANEL will render a non-binding written decision of those issues. In the event the non-binding written decision is not acceptable to either party, then other legal remedies may be sought.

Level 3 – Cost Recovery or Payment

Upon the conclusion of the level 2 process, the LOCAL AGENCY will do one of the following in accordance with the results of this process:

Cost Recovery The LOCAL AGENCY will prepare a billing to the Design or Construction Engineering Consultant for its share of the costs incurred for work performed during this process plus its share of any increased costs of construction, in accordance with the Design Consultant's determined share of responsibility; or

Payment The LOCAL AGENCY will prepare a payment to the Design or Construction Engineering Consultant for a share of its costs incurred for work performed during this process in accordance with its determined share of responsibility.

Upon the conclusion of this process, the LOCAL AGENCY will do one of the following in accordance with the results of this process:

- a. The LOCAL AGENCY will prepare a billing to the Design or Construction Engineering Consultant for its share of the costs incurred for work performed during this process plus its share of any increased costs of construction, in accordance with the Design Consultant's determined share of responsibility; or
- b. The LOCAL AGENCY will prepare a payment to the Design or Construction Engineering Consultant for a share of its costs incurred for work performed during this process in accordance with its determined share of responsibility.

EXHIBIT D

CONSULTANT PERFORMANCE EVALUATIONS

May 20, 2015

The purpose of the Consultant Performance Evaluation process is to: provide CONSULTANTS documented feedback of their performance on local federal-aid projects; promote project management/consultant communication; identify and document areas of potential improvements of CONSULTANT performance, improve the overall quality of local projects, and to obtain ratings for use in future project selections.

The performance evaluation process is required for all types of CONSULTANT services utilizing federal-aid. An evaluation must be prepared for the prime vendor, as well as separate evaluations for each sub-vendor. Evaluations of both prime and SUB-CONSULTANTS are critical because their evaluation scores affect future selection scoring and ranking. The performance evaluation should include, but not be limited to, an assessment of timely completion of work, adherence to contract scope and budget, and the quality of the work conducted.

The LOCAL AGENCY specifically agrees to complete and maintain CONSULTANT performance evaluations at the end of THIS CONTRACT and submit them to MDOT before the final reimbursement will be processed in LARS.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under THIS CONTRACT; the CONTRACTOR agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the CONTRACTOR shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of THIS CONTRACT. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the CONTRACTOR shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of THIS CONTRACT.
2. The CONTRACTOR hereby agrees that any and all subcontracts to THIS CONTRACT, whereby a portion of the work set forth in THIS CONTRACT is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The CONTRACTOR will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The CONTRACTOR or its collective bargaining representative shall send to each labor union or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the CONTRACTOR'S commitments under this Appendix.
6. The CONTRACTOR shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The CONTRACTOR shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each SUBCONTRACTOR, as well as the CONTRACTOR itself, and said CONTRACTOR shall permit access to the CONTRACTOR'S books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under THIS CONTRACT and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a CONTRACTOR has not complied with the contractual obligations under THIS CONTRACT, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the Contract found to have been violated and/or declare the CONTRACTOR ineligible for future contracts with the state and its political and civil subdivisions, DEPARTMENTS, and officers, including the governing boards of institutions of higher education, until the CONTRACTOR complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the CONTRACTOR is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The CONTRACTOR shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each SUBCONTRACTOR or supplier.

Revised June 2011

APPENDIX B

TITLE VI ASSURANCE

During the performance of THIS CONTRACT, the CONTRACTOR, for itself, its assignees, and its successors in interest (hereinafter referred to as the "CONTRACTOR"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the CONTRACTOR shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of THIS CONTRACT.
2. **Nondiscrimination:** The CONTRACTOR, with regard to the work performed under THE CONTRACT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of SUBCONTRACTORS, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the CONTRACTOR covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the CONTRACTOR, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential SUBCONTRACTOR or supplier of the CONTRACTOR'S obligations under the Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the DEPARTMENT or the United States DEPARTMENT of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the required information, the CONTRACTOR shall certify to the DEPARTMENT or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of THIS CONTRACT, the DEPARTMENT shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the CONTRACTOR until the CONTRACTOR complies; and/or b.
 - b. Canceling, terminating, or suspending THE CONTRACT, in whole or in part.

6. **Incorporation of Provisions:** The CONTRACTOR shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a CONTRACTOR becomes involved in or is threatened with litigation from a SUBCONTRACTOR or supplier as a result of such direction, the CONTRACTOR may request the DEPARTMENT to enter into such litigation to protect the interests of the state. In addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

Assurances that Recipients and CONTRACTORs Must Make

(Excerpts from US DOT Regulation 49 CFR § 26.13)

1. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

2. Each contract MDOT signs with a CONTRACTOR (and each subcontract the prime CONTRACTOR signs with a SUBCONTRACTOR) must include the following assurance:

The CONTRACTOR, subrecipient or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of THIS CONTRACT. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of THIS CONTRACT, which may result in the termination of THIS CONTRACT or such other remedy as the recipient deems appropriate.

(Revised October 1, 2005)

APPENDIX D

LOCAL CONSULTANT CONFLICT OF INTEREST

The CONSULTANT and its Affiliates agree not to have any public or private interest, and shall not acquire directly or indirectly any such interest in connection with the project, that would conflict or appear to conflict in any manner with the performance of SERVICES under THIS CONTRACT. "Affiliate" means a corporate entity linked to the CONSULTANT through common ownership. The CONSULTANT and its Affiliates agree not to provide any services to a construction CONTRACTOR or any entity that may have an adversarial interest in a project for which it has provided services to the MDOT OR LOCAL AGENCY. The CONSULTANT and its Affiliates agree to disclose to the LOCAL AGENCY and the MDOT all other interests that the prime or SUBCONSULTANT have or contemplate having during each phase of the project. The phases of the PROJECT include, but are not limited to, planning, scoping, early preliminary engineering, design engineering, real estate acquisition, and construction engineering. In all situations, the MDOT will decide if a conflict of interest exists. If the MDOT concludes that a conflict of interest exists, it will inform the LOCAL AGENCY and CONSULTANT and its Affiliates. If the CONSULTANT and its Affiliates choose to retain the interest constituting the conflict, the MDOT may require the LOCAL AGENCY to terminate the Contract for cause if a conflict of interest finding is upheld.

Appendix E

Public Relations Communications, and Use of Project Information for External Audiences

Any public relations communications and/or products pertaining to this CONTRACT or the SERVICES hereunder that are intended for an external audience will not be made without prior written approval from LOCAL AGENCY, and then only in accordance with explicit instructions from LOCAL AGENCY. Examples of public relations communications and/or products may include the following:

Use of the LOCAL AGENCY logo;

Brochures, flyers, invitations, programs, or any other printed materials intended for external audiences;

Posting on social media sites or web sites;

New or updated video, digital versatile disk (DVD), or video sharing productions;

Exhibits or presentations.

A violation of this provision will be considered a breach of this CONTRACT, and LOCAL AGENCY may terminate this CONTRACT under provisions of Section 30(b).

Appendix G

Prime Consultant State of DBE Sub-Consultant Payments

ATTACHEMENT A

(This is a reproduction of Appendix A of 49 CFR Part 29)
**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters -- Primary Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the DEPARTMENT or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the DEPARTMENT or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DEPARTMENT or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DEPARTMENT or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the DEPARTMENT or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency may terminate this transaction for cause or default.

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

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

[60 FR 33042, 33064, June 26, 1995]

ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION—LOWER
TIER COVERED TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines

the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

[Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.] March 9, 1989

Attachment C Transportation Certification of Indirect Rate

Of Transportation

Michigan Department

5108L (01/11)

CERTIFICATION OF INDIRECT (OVERHEAD) RATE

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

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

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

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBER(S):	CONTRACT/ AUTHORIZATION NUMBER:
LOCAL AGENCY: City of Swartz Creek	
PROJECT DESCRIPTION: Preliminary engineering for Fairchild Street Cappy Lane to Miller Road.	

DECLARATION OF CERTIFICATION

INDIRECT (OVERHEAD COST RATE): 189.21%

DATE OF INDIRECT (OVERHEAD) COST RATE DETERMINATION (mm/dd/yyyy): 8/1/2017

FISCAL PERIOD COVERED (mm/dd/yyyy to mm/dd/yyyy) 01/01/2017 to 12/31/2017

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

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

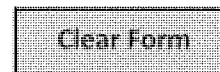
All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect (overhead) cost rates have been disclosed.

CONSULTANT INFORMATION

ROLE <input checked="" type="checkbox"/> Prime	<input type="checkbox"/> Tier 1 Sub	<input type="checkbox"/> Tier 2 Sub
LEGAL BUSINESS NAME: ROWE Professional Services Company	FEDERAL ID NUMBER (Must match prequalification file): 38-1867099	
COMPANY ADDRESS: 540 South Saginaw Street, Suite 200	CITY: Flint	STATE: MI
EMAIL ADDRESS:	ZIP CODE: 48502	PHONE NO: (810) 341-7500

CERTIFYING OFFICIAL

NAME OF CERTIFYING OFFICIAL (Print Name and Title): <i>Rick A. Freeman, P.E.</i>	SIGNATURE OF CERTIFYING OFFICIAL: <i>Rick A. Freeman, P.E.</i>
---	---



**EXHIBIT A - DERIVATION OF COST PROPOSAL
(PRELIMINARY ENGINEERING SERVICES)**

CITY OF SWARTZ CREEK Fairchild Street Improvements Preliminary Engineering	PROJECT DESCRIPTION: 0.28 miles of roadway improvements
--	---

CONSULTANT NAME
ROWE Professional Services Company
1/30/2018

DIRECT LABOR:

<u>Classification</u>	<u>Hours</u>	X	<u>Hourly Rate</u>	=	<u>Labor Costs</u>
<i>Survey</i>					
Project Surveyor	2		\$42.00		\$84.00
Crew Chief	30		\$29.00		\$870.00
Survey Field Technician II	30		\$22.75		\$682.50
Survey Office Technician II	8		\$27.00		\$216.00
<i>Engineering</i>					
Project Manager	16		\$32.00		\$512.00
Project Engineer	80		\$28.00		\$2,240.00
Assistant Project Engineer	80		\$25.00		\$2,000.00
Total Hours	246			Total Labor	\$6,604.50

OVERHEAD:

\$6,604.50 X 178.51% = **Total Overhead** \$11,789.69

FACILITIES CAPITAL COST OF MONIES:

\$6,604.50 X 0.640% \$42.27

FIXED FEE:

\$18,394.19 X 11.00% = **Total Fixed Fee** \$2,023.36

SUBTOTAL \$20,459.82
Subconsultant (Soil Borings) \$3,500.00
TOTAL CONSULTANT COSTS \$23,959.82



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

- DIVISION OF -

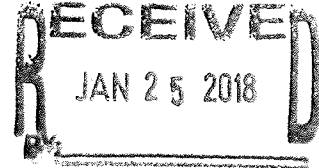
WATER & WASTE SERVICES

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

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

JEFFREY WRIGHT
COMMISSIONER

January 22, 2018



City of Swartz Creek
Attn: Mr. Tom Svrcek
8083 Civic Drive
Swartz Creek, MI 48473-1498

Dear Mr. Svrcek:

The Division of Water and Waste Services' staff recently reviewed your monthly water usage for 2017.

The City of Swartz Creek peak month water usage was June 2017. The volume of water registered for this 30-day period is 2,344,049 cubic feet. In accordance with the meter equivalent formula, your monthly base rate will remain at 35 for the service period of January 1, 2018 – December 31, 2018.

The current charge per equivalent meter is \$400.00 dollars, beginning on April 2, 2018 this rate will increase to \$460.00 dollars per equivalent meter.

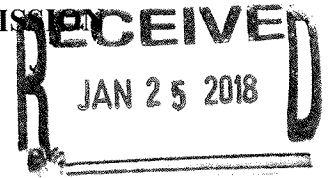
If you have any questions or concerns in this matter, please do not hesitate to contact me at (810) 732-7870 ext. 4110.

Respectfully,

Mark Horgan, P.E.
Chief of Operations and Maintenance
Division of Water and Waste Services

CC: JFO
Finance
File
Billing

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
Consumers Energy Company
CASE NO. U-18411**



- Consumers Energy Company requests the Michigan Public Service Commission for approval of a Gas Cost Recovery Plan and authorization of Gas Cost Recovery factors for the 12-month period April 2018 – March 2019.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A public hearing will be held:

DATE/TIME: **Wednesday, Feb 7, 2018, at 9:00 AM**
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: **Administrative Law Judge Lauren G VanSteel**

LOCATION: Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, Michigan 48917

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider Consumers Energy Company's December 28, 2017 application for approval of a Gas Cost Recovery Plan (GCR) and authorization of GCR Factors for the 12-Month Period April 2018 – March 2019, consisting of the sum of two parts: (i) a base factor of \$2.9429 per Mcf, plus, (ii) additional amounts contingent upon future events, determined using the GCR Factor Ceiling Price Adjustment (Contingency) Mechanism; determine that the five-year plan is reasonable and prudent, and indicate any cost items that cannot be recovered; and grant other relief.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: <https://mi-psc.force.com/s/>. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Video Production

CGI highlights all aspects of your business with the distinct power of video. You know your business better than anyone, and we broadcast your message clearly and professionally. We work with you to determine the content and present your vision, translated into an engaging tool you can share online with your customers and clients-to-be!



1

WELCOME

Your project's producer will greet you, introduce themselves and schedule a time where the details can be discussed.



2

PRODUCTION MEETING

Your producer will call at the agreed upon time to explain each step in detail and ensure the final video includes everything that is important to you. You will also set a shoot date during this meeting, defining a clear deadline for the project.



3

SCRIPTING

A professional writer will review the information gathered during the production meeting and create a voiceover script that meets all the requirements. You will have final say over the script that is used.



4

STORYBOARD

Taking the foundation created by the writer, the producer will create the visual guide to your video, listing all people, props, and locations needed as well as the guide for filming the day of the shoot.



5

VIDEOGRAPHY

The videographer will arrive at the scheduled time and direct the shoot, filming all necessary scenes for your video. The footage will then be sent to your editor, which may take a week or two.



6

EDITING

The editor will follow the storyboard and place the best footage into a sequence with the recorded voiceover script to create your video for you to review.



7

APPROVAL

Once all changes you may have are made, your producer will ask for your final approval of the video.



8

ADD TO WEBSITE

After the video is approved, our web support specialist will ensure the video is embedded into any websites required to display the video.



2018 Community Video Program

Name: Adam Zettel
 Title: City Manager
 Address: 8083 Civic Drive
 City, State, Zip: Swartz Creek, MI 48473
 Phone: 810-635-4464
 Email: azettel@cityofswartzcreek.org
 Website: www.cityofswartzcreek.org

This agreement is between CGI Communications, Inc. ("CGI") and the City of Swartz Creek (the "City") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewer access on different devices via a link on the www.cityofswartzcreek.org homepage, including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- Produce a total of 4 video chapters with subject matter that includes but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- Provide script writing and video content consultation
- Send a videographer to City locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide a final draft of Community Video Program content subject to City's approval (up to 3 sets of revisions allowed). CGI's request for approval of content or revision, including final draft, shall be deemed approved if no response is received by us within 30 days of request
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
- Store and stream all videos on CGI's dedicated server
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from City website, including any alternate versions of City's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the www.cityofswartzcreek.org website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to City a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master Community Video Program
- Assume all costs for the Community Video Program
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates

During the term of this Agreement, the City shall:

- Provide a letter of introduction for the program on City's letterhead
- Assist with the content and script for the Community Video Program
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the www.cityofswartzcreek.org homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its www.cityofswartzcreek.org homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- Agree that the town will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program.

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. City warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this agreement.

The City of Swartz Creek, MI

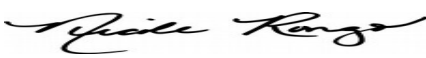
 Signature:

 Name (printed):

 Title:

 Date:

CGI Communications, Inc.


 Name (printed): Nicole Rongo

 Title: Vice President of Marketing and Acquisitions

 Date: January 25, 2018



130 East Main Street, 5th Floor
 Rochester, NY 14604

Phone: 800.398.3029
 Fax: 585.653.7393



Frequently Asked Questions

- **Who is CGI Communications, Inc.?**
Formed in 1988, CGI Communications, Inc. is the leading provider of high-impact marketing solutions to communities and small businesses. CGI is one of Upstate New York's top growth companies, receiving multiple Top 100 Awards in the Greater Rochester Area.
- **Are there any hidden costs?**
No, there is never a point where your municipality will see an invoice for any services we provide.
- **What if no businesses sign up for sponsorship?**
Even if zero sponsors participate, your Community will still receive the program at no cost. There is no threshold or minimum sponsorship requirement.
- **How long is the production time line?**
The welcome video can be completed with in a few weeks. The entire video production is typically about 12 -14 weeks, but can vary depending on what time of year filming is preferred.
- **What is the relationship between CGI and the United States Conference of Mayors and the National League of Cities?**
CGI works closely with the USCM and NLC to provide a myriad of digital marketing tools to showcase and promote individual municipalities nationwide. Our Community Showcase Program is an opportunity that both members and non-members can participate in.
- **Who fulfills the sponsorship element of the Community Video Program?**
CGI takes care of all sponsorship fulfillment, however if your community would like to recommend businesses to have the first right of refusal, we encourage and welcome you to do so.
- **Do we have a choice of what season we are filmed in?**
Absolutely! It is our goal to film municipalities in the season you feel best represents your community as a whole.
- **Do we need an Official Representative in our Welcome video?**
Absolutely not! It is your community's choice on whether or not you would like to have a civic leader represented in the welcome video.
- **Does our city have a choice in what type of establishments can participate in the sponsorship fulfillment?**
Of course! Your community has a say in the types of businesses that are featured. We simply need to know prior to the beginning of the sponsorship fulfillment campaign. For further information, please request CGI's Sponsor Policy.
- **Is there a special rate for non-profit organizations that want to get involved?**
We provide a Community Organizations chapter that creates an opportunity for local non-profits to garner exposure on our program at no-cost.
- **What is the GoCast Mobile App?**
GoCast gives you the power to record and upload videos to your official website and social media pages instantly! Operated right from your smart phone or device, GoCast allows you to record up to two minutes of video at a time with no limitation as to how often it's used. It is the perfect solution to adding new content to your website every day! From ribbon cuttings, festivals, departmental messages, emergency notifications, holiday greetings, event promotion...GoCast lets you capture it all.

DATE

Dear Valued Business Owner:

The City of Swartz Creek is excited to announce a new partnership with CGI Communications, Inc. to create a series of professionally produced online videos to highlight everything our community offers residents, visitors, and business owners.

In addition to creating the videos, CGI is ensuring they are seen. Mobile devices have shifted the landscape of business, making it more important than ever to embrace technology as residents of Swartz Creek are able to stream high quality video on every device. For many businesses, getting noticed online can be a challenge, however, **utilizing video dramatically improves visibility and drives more action to your website** than static pages; the demand for video climbing even higher for users on mobile devices.

With an easily viewable interface on the official city website, this video program will encourage viewers to learn more about area attractions, economic development opportunities, quality of life, and the businesses supporting the program. In addition, the city's official website will backlink to CGI's www.elocallink.tv, which hosts the Video Tour.

We are dedicated to highlighting the advantages of living and working in Swartz Creek; advantages that include access to our wonderful business community; and we feel that this video program can be widely successful. We encourage you to consider participating in this city-wide program as it provides an exciting opportunity to showcase your business and utilize the power of video on your own websites and social media pages.

To learn more about sponsorship opportunities or to request an appointment please e-mail BrandonB@cgicommunications.com.

Best Regards,

Signatory
Title



michigan municipal league

Liability & Property Pool Workers' Compensation Fund

January 26, 2018

Mr. Adam Zettel, City Manager
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473-1377

RE: MML POOL & FUND LOSS CONTROL SERVICES-PR

Dear Mr. Zettel:

This letter is sent in confirmation of my January 25, 2018 meeting with you (I was unable to locate Tom, will meet with him at another time). The purpose of this meeting was to review claims, the recent Police Department changes and cell phone/social media policies. Rebecca Thiel and I also met and completed the annual MIOSHA required 300a form.

The attached recommendation was developed to assist you in your risk management efforts. **I look forward to your response within the next 30 days.** You can respond by e-mail or use the space on the attached form and return mail it to me using the enclosed envelope.

Many services are available to MML members. Our web site is www.mml.org and has publications, forms, articles and links that provide you with an array of risk management services unmatched by other insurance programs.

The courtesy shown me was appreciated. Should you have any questions concerning my visit, please call at 800-482-0626, ext. 8037. You may also contact me by e-mail at jgraczyk@meadowbrook.com.

Sincerely,

LOSS CONTROL SERVICES

Jerry Graczyk
Loss Control Consultant

Service Provider: Meadowbrook Insurance Group, Inc.

Loss Control & Member Services: P.O. Box 2054, Southfield, MI 48037-2054; (248) 358-1100; (800) 482-0626; Fax: (248) 358-0534
Grand Rapids Claims: 3196 Kraft Ave SE, Suite 206, Grand Rapids, MI 49512-2065; (616) 942-0311; (800) 752-7477; Fax: (616) 942-0390

LOSS REVIEW

We noted that your Fund mod @ .95 continues to be consistently good. The prior seven years were .94, .94, .98, .88 .92, .08 and .96 respectively. Number of claims were 0 in 2012, 3 in 2013, 0 in 2014, 3 in 2015, 5 in 2016 and 2 in 2017..

On the Pool side, the City's loss ratios over the last seven years @ 0%, 9%, 16%, 105%, 0%, 336% and 0% YTD have been, except for 2016, very good. The high loss ratio for 2016 is due to the reserve on the 7-31-16 car/pedestrian incident.

No trends were apparent.

Loss Control Recommendations

These recommendations address specific loss exposures. Other elements of your operations may present varying degrees of risk. I cannot guarantee to have identified and addressed every potential cause of loss that exists today or which may arise in the future. It is important therefore to continue your risk reduction efforts.

CITY HALL

01-18-02 Consider an employee cell phone use policy. A sample was left with you.

Please respond here: Agree. Anticipated completion date: 2/2/18.
 Disagree for reasons listed below:

02/01/2018 CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 01/01/2018 - 01/31/2018

Highlighted amount is total for that vendor

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
01/09/2018	44490	ACE OUTDOOR SERVICES LLC	CLEARING SIDEWALKS	1,710.00
01/09/2018	44491	ADAM ZETTEL	REIMB FOR DOMAIN RENEWAL 2 YR	40.34
01/09/2018	44492	ALICIA MCDONALD	UB REFUND FOR 9104 CHESTERFIELD	160.00
01/09/2018	44493	BETTY SHANNON	2017 DEC CONTRACT REIMB RETIREE & SPOU	284.34
01/09/2018	44494	BRADYS BUSINESS SYSTEMS	COPY MACHINE MAINT AGREEMENT	1,101.89
01/09/2018	44495	CDW GOVERNMENT INC	PTR HP LASERJET M608X PRINTER/3 YR HP HA SUPRT HP LASERJET M608X PRINTER/3 YR HP	1,540.00 260.00 1,800.00
01/09/2018	44496	CITY OF SWARTZ CREEK	UB 9/21-12/21/17 8083 CIVIC DR UB 9/21-12/19/17 5256 DON SHENK UB 9/21-12/21/17 5121 MORRISH UB 9/21-12/21/17 8095 CIVIC DR UB 9/21-12/21/17 4125 ELMS RD UB 9/21-12/21/17 8100 CIVIC DR UB 9/21-12/21/17 8059 FORTINO UB 9/21-12/21/17 5363 WINSHALL	439.90 102.39 153.46 207.52 280.08 1,115.07 51.22 282.85 2,632.49
01/09/2018	44497	COMCAST BUSINESS	12/26/17-1/25/18 CITY HALL	329.60
01/09/2018	44498	CONSUMERS ENERGY	12/1-12/31/17 ELMS PARKING LOT AREA LIGH	29.20
01/09/2018	44499	CONSUMERS ENERGY	12/1-12/31/17 STREET LIGHTS 1294	8,062.55
01/09/2018	44500	CONSUMERS ENERGY	12/1-12/31/17 4524 MORRISH RD	44.74
01/09/2018	44501	CONSUMERS ENERGY	12/1-12/31/17 TRAFFIC LIGHTS 1781	329.49
01/09/2018	44502	COOKS DIESEL RV & TRUCK REPAIR	REPAIR PLOW LIGHTS	617.98
01/09/2018	44503	DETROIT SALT COMPANY	ROAD SALT @ \$53.40 PER TON ROAD SALT @ \$53.40 PER TON	2,896.42 2,668.40 5,564.82
01/09/2018	44504	FAMILY FARM AND HOME INC	FACE MASK/GLOVES (2)	39.85
01/09/2018	44505	FIDELITY SECURITY LIFE INSUR/EYEMED	JAN 2018 VISION RETIREES (6)	30.06
01/09/2018	44506	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
01/09/2018	44507	GCGC	MEMBERSHIP DUES/ESKEW 2018	20.00
01/09/2018	44508	GEN CTY ROAD COMMISSION	NOV 2017 S-MTCE & OPERATIONS	12.70
01/09/2018	44509	GEN CTY ROAD COMMISSION	MAINT I-69 WB @ MORRISH	54.53
01/09/2018	44510	GEN CTY ROAD COMMISSION	OCT 2017 S-MTCE & OPERATIONS	391.29
01/09/2018	44511	GILL ROYS HARDWARE	DEC 2017 INVOICES DEC 2017 DISCOUNT	203.71 (16.01) 187.70
01/09/2018	44512	GOV'T FINANCE OFFICERS ASSOC.	BLDG BETTER BUDGET DOCMNT 2/21/18 KORTH	85.00
01/09/2018	44513	GOV'T FINANCE OFFICERS ASSOC.	GAAP UPDATE 1/18/18 KORTH	180.00
01/09/2018	44514	GUNTHERS LOCKSMITH SERVICE	11 KEYS CITY HALL	152.00
01/09/2018	44515	JAMES NOLEN	MORRISH RD ROAD REPAIR SIDEWLK RPR 5303 OAKVW/5326 GREENLF 4186 SILVER MAPLE/STORM SEWER CURP REPLACEMENT 7086 YARMY DEMOLITION RESIDENTIAL STRUCTURE 5157 MO	2,355.00 2,695.00 451.50 1,535.00 11,295.00 18,331.50
01/09/2018	44516	KCI	JAN 2018 UB BILLS LESS CREDIT	364.19
01/09/2018	44517	KNAPHEIDE TRUCK EQUIPMENT	MOTOR ASSY/POST SOLENOID CURVED BASE CURB GUARD/MATS/CURB RUNNER RETURN POST	211.71 338.44 (31.71) 518.44

01/09/2018	44518	LEGACY ASSESSING SERVICES INC	JAN 2018 ASSESSING SERVICES OCTOBER 2017	2,515.58
01/09/2018	44519	LJ ELECTRIC	OVRPMT ELEC PERMIT 3329 HERITAGE SW CRK	46.00
01/09/2018	44520	MICHIGAN LUMBER CO	6 MIL NAT POLY	219.27
01/09/2018	44521	MORGAN PROPERTIES	OVER BILLED WATER 9041 MILLER	18,317.77
01/09/2018	44522	O'REILLY AUTO ENTERPRISES LLC	FUEL TR (9)	35.94
01/09/2018	44523	OFFICE DEPOT CREDIT PLAN	STORAGE BOXES/HANG FILE FOLDER TABS	34.98
01/09/2018	44524	OHM ADVISORS	SCHEMATIC DESIGN MILLER RD SEGMENT/OPTNL	700.00
01/09/2018	44525	POGGEMEYER DESIGN GROUP INC	ECON DEC MARKETING/BRANDING	532.63
01/09/2018	44526	RWS OF MID MICHIGAN	DEC 2017 FY18 GARBAGE/RECYCLING/YARD WAS	22,274.64
01/09/2018	44527	SHARON PHILLIPS	UB REFUND 5332 WORCHESTER	208.32
01/09/2018	44528	SIMEN FIGURA & PARKER PLC	DEC 2017 MONTHLY BILL	350.00
01/09/2018	44529	SPARTAN BARRICADING & TRAFFIC CONTR	SAND BAGS (20)	60.00
01/09/2018	44530	SUBURBAN AUTO SUPPLY	BLUE BUTT SPLICE 925)	14.25
			WIRE LOOM	5.59
			ANTIFREEZE (2)	23.98
			HEADLAMP	11.99
				55.81
01/09/2018	44531	T ESTERDAHL INVESTMENTS LLC	INSTALLED NEW IMPELLER	163.66
01/09/2018	44532	TRANSNATION TITLE AGENCY	UB REFUND FOR 3436 HERITAGE	7.67
01/09/2018	44533	TUCKER PLUMBING	REPLACE 2 KITCHEN FAUCETS	620.00
01/09/2018	44534	UNDERGROUND SECURITY COMPANY	SECURITY RECORDS STORAGE 1/1-12/31/18	157.50
01/09/2018	44535	UNIFIRST CORPORATION	MATS, SUPPLIES	36.15
			UNIFORMS, MATS, SUPPLIES, ENV.	112.50
			UNIFORMS, MATS, SUPPLIES, ENV.	131.61
				280.26
01/09/2018	44536	VERIZON WIRELESS	MONTHLY BILL 11/24-12/23/17	281.16
01/12/2018	44537	BASIC	FEE FOR COBRA QUAL EVT OVERAGE	60.00
01/12/2018	44538	CITY OF SWARTZ CREEK	REIMB PETTY CASH	154.26
01/12/2018	44539	COMFORT INN	MAMC CONFERENCE ESKEW 3/11-3/15/15	382.50
01/23/2018	44540	BLUE CARE NETWORK-EAST MI	FEB 2018 RETIREE MEDICAL INS KELLY	688.92
			FEB 2018 RETIREE MEDICAL INS TYLER	677.90
			FEB 2018 RETIREE MEDICAL INS CLOLINGER	1,289.97
			FEB 2018 COBRA MEDICAL O'BRIEN	629.86
				3,286.65
01/23/2018	44541	CITY OF SWARTZ CREEK	REIMB PETTY CASH THRU 1/22/18	188.97
01/23/2018	44542	DELTA DENTAL PLAN	FEB 2018 RETIREE DENTAL (6)	337.88
01/23/2018	44543	UNUM LIFE INSURANCE	FEB 2018 RETIREE LIFE INS (3)	32.76
01/29/2018	44544	A+ SUPPLY CO INC	100W (2)/48" LED TUBE (4)	110.99
			70W (4) AND 48" TUBE LIGHTS	111.86
			70W MED BASE LIGHTS	75.19
				298.04
01/29/2018	44545	ACE OUTDOOR SERVICES LLC	WALKWAY SHOVELING	110.00
			WALKWAY SHOVELING	110.00
			SNOW PLOWING/WALKWAY SHOVELING	370.00
			SNOW PLOWING/WALKWAY SHOVELING	460.00
			SNOW PLOWING/WALKWAY SHOVELING	460.00
			SNOW PLOWING	350.00
			SNOW PLOWING/WALKWAY SHOVELING	385.00
			WALKWAY SHOVELING	110.00
			WALKWAY SHOVELING	110.00
			CITY SIDEWALK SHOVELING 8487 CHESTERFIEL	45.00
				2,510.00
01/29/2018	44546	ALLIED RENT-ALL	TOWABLE LIFT 55'	195.00
01/29/2018	44547	BIO-SERV CORPORATION	PEST CONTROL/CITY HALL/SR CTR	106.00
			PEST CONTROL PUBLIC SAFETY BLDG	103.00

159.00

01/29/2018	44548	C & H CONSTRUCTION CO INC	WATERMAIN REPAIR 5246 GREENLEAF	1,152.50
01/29/2018	44549	CHARTER TOWNSHIP OF MUNDY	JOINT INSP & PERMIT FEES DEC 2017	2,626.03
01/29/2018	44550	CHARTER TOWNSHIP OF MUNDY	JOINT INSP & PERMIT FEES NOV 2017	7,601.97
01/29/2018	44551	CHARTER TOWNSHIP OF MUNDY	JOINT INSP & PERMIT FEES OCT 2017	7,365.38
01/29/2018	44552	COMCAST BUSINESS	1/26-2/25/18 CITY HALL	339.10
01/29/2018	44553	CONSUMERS ENERGY	12/2/17-1/4/18 A 8499 MILLER RD	24.67
01/29/2018	44554	CONSUMERS ENERGY	12/2/17-1/4/18 A 8059 FORTINO DR	47.03
01/29/2018	44555	CONSUMERS ENERGY	12/2/17-1/4/18 A 4510 MORRISH RD	38.98
01/29/2018	44556	CONSUMERS ENERGY	12/2/17-1/4/18 A 8083 CIVIC DR	865.06
01/29/2018	44557	CONSUMERS ENERGY	12/2/17-1/4/18 A 5121 MORRISH RD	1,021.86
01/29/2018	44558	CONSUMERS ENERGY	12/5/17-1/8/18 A 4125 ELMS RD 4353	34.59
01/29/2018	44559	CONSUMERS ENERGY	12/5/17-1/8/18 A 4125 ELMS RD PAVILION 4	28.72
01/29/2018	44560	CONSUMERS ENERGY	12/5/17-1/8/18 A 6425 MILLER PARK & RIDE	100.27
01/29/2018	44561	CONSUMERS ENERGY	12/2/17-1/4/18 E 5256 DON SHENK	64.54
01/29/2018	44562	CONSUMERS ENERGY	12/2/17-1/2/18 ADJ 5257 WINSHALL DR	34.88
01/29/2018	44563	CONSUMERS ENERGY	12/2/17-1/4/18 A 8011 MILLER RD	33.05
01/29/2018	44564	CONSUMERS ENERGY	12/2/17-1/4/18 A 8095 CIVIC DR	1,207.93
01/29/2018	44565	CONSUMERS ENERGY	12/4/17-1/7/18 A 8100 CIVIC DR	1,865.11
01/29/2018	44566	CONSUMERS ENERGY	12/4/17-1/7/18 A 8301 CAPPY LN	345.21
01/29/2018	44567	CONSUMERS ENERGY	12/2/17-1/4/18 A 5361 WINSHALL DR #2 RES	26.07
01/29/2018	44568	CONSUMERS ENERGY	12/2/17-1/4/18 A 9099 MILLER RD	36.27
01/29/2018	44569	CONSUMERS ENERGY	12/2/17-1/4/18 A 5361 WINSHALL DR 8369	26.34
01/29/2018	44570	DANIEL L RHANOR	WIRING FOR NEW GENERATOR AT FIRE STATION	1,738.00
			REWIRE & INSTALL BULBS ST LIGHT DPW	315.00
			CHECK PLUGS/REPAIR LIGHT AT SR CTR	105.00
				2,158.00
01/29/2018	44571	DETROIT SALT COMPANY	ROAD SALT @ \$53.40 PER TON	2,620.87
			ROAD SALT @ \$53.40 PER TON	2,683.88
				5,304.75
01/29/2018	44572	DOROTHY MITCHELL	UB REFUND FOR 7470 DIANE CT	124.45
01/29/2018	44573	FERGUSON WATERWORKS #3386	BRACKETS FOR METER	15.00
			MIU REG DAPT FOR R900	120.47
				135.47
01/29/2018	44574	FLINT CLEANING SUPPLIES	MOP (2)/GLOVES (2 BX)/AIR FRESHNR-DISP (64.24
01/29/2018	44575	GEN CTY ROAD COMMISSION	DEC 2017 S-MTCE & OPERATIONS	5,489.35
			SIGN PURCHASE	846.51
			SIGN PURCHASE	383.21
				6,719.07
01/29/2018	44576	GENESEE CTY DRAIN COMMISSIONER	WATER 11/29/17-12/27/17 1,816,648 CF	118,457.26
01/29/2018	44577	GENESEE CTY DRAIN COMMISSIONER	SEWER 10/1-12/31/17 5,173,761 CF	149,489.95
01/29/2018	44578	GLAESER DAWES	BALANCE ON APP #6	63.00
01/29/2018	44579	GUNTHERS LOCKSMITH SERVICE	REKEY FRONT ENTRANCE/STOREROOM	149.00
01/29/2018	44580	IT RIGHT INC	SERV CONTRACT 1/9/18-1/9/19	4,500.00
			WAP DOWN IN CONF ROOM	126.45
				4,626.45
01/29/2018	44581	INTEGRITY BUSINESS SOLUTIONS	KITCHEN ROLL TOWEL (3 CT)	110.97
01/29/2018	44582	JERRY'S TIRE	R SRV/RMV & REPLC CMRN FLTCH/FLT RPR TBL	150.95
01/29/2018	44583	KEIZER-MORRIS INTERNATIONAL INC	COLD PATCH	570.40
01/29/2018	44584	KELCIE KLEMENTS	UB REFUND FOR 5267 DON SHENK	5.07
01/29/2018	44585	KIM BISTRICKY	UB REFUND FOR 5142 OXFORD	1.37
01/29/2018	44586	KNAPHEIDE TRUCK EQUIPMENT	MODULE 3 PORT	129.38
			PIVOT PIN/RAM ASSY	416.70
				546.08

01/29/2018	44587	MICHIGAN ASSOC OF PLANNING	CAPITAL IMPROVEMENT PROGRAM 3/6/18 ZETTE	25.00
01/29/2018	44588	MICHIGAN MUNICIPAL LEAGUE	CDL DRIVERS FEE (5) 1/1-12/31/18	350.00
01/29/2018	44589	MID MICHIGAN MANUFACTURING	JETTED MILLER RD	425.00
01/29/2018	44590	MID STATES BOLT AND SCREW CO	MASONRY BIT/CHEST HANDLE	11.05
			DIAGONAL PLIER/PLOW BOLT (24)/LOCKNUT (2	58.86
			PLOW BOLTS (32)/LOCKNUT (33)	70.58
				<u>140.49</u>
01/29/2018	44591	MWEA	OPERATORS DAY 2/6/18 (3)	330.00
01/29/2018	44592	MY-CAN LLC	11/27-12/25/17 PORT-A-JON RENTAL ELMS PA	100.00
01/29/2018	44593	OFFICE DEPOT CREDIT PLAN	STORAGE BOX/HANGING FILE FOLDER TABS	34.98
01/29/2018	44594	POGGEMEYER DESIGN GROUP INC	ECON DEV MARKETING/BRANDING	527.00
01/29/2018	44595	ROWE PROFESSIONAL SERVICES CO	CONSTRUCTION ENGINEERING 2017 STREET PRO	9,778.50
01/29/2018	44596	ROWE PROFESSIONAL SERVICES CO	FUNDING APP CITY-WIDE WATERMAIN UPGRADES	8,965.00
01/29/2018	44597	SEELICKFIX INC	ANNUAL LICENSE 2/28/18-2/27/19	3,402.00
01/29/2018	44598	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	352.00
01/29/2018	44599	SUBURBAN AUTO SUPPLY	SMART STRAW FUEL TREATMENT	6.29
			ANTIFREEZE	11.99
			SNOWPLOW OIL	23.07
				<u>41.35</u>
01/29/2018	44600	SUPER FLITE OIL CO INC	DEC 2017 FUEL - DPW	1,918.25
01/29/2018	44601	SW CREEK AREA CHAMBER OF COMMERCE	2018 MEMB DUES	159.00
01/29/2018	44602	SWARTZ CREEK AREA FIRE DEPT.	DEC 2017 FY18 FIRE BUDGET & MONTHLY RUNS	2,097.18
01/29/2018	44603	SWARTZ CREEK AREA FIRE DEPT.	FY18 FIRE BUDGET	56,134.79
01/29/2018	44604	UNIFIRST CORPORATION	UNIFORMS, MATS, SUPPLIES, ENV.	112.50
			UNIFORMS, MATS, SUPPLIES, ENV.	112.50
			MATS, SUPPLIES	36.15
			MATS, SUPPLIES	36.15
			MATS, SUPPLIES	36.15
			MATS, SUPPLIES	36.15
				<u>369.60</u>
01/29/2018	44605	YOUNG'S ENVIRONMENTAL CLEANUP INC	SEWER JET SERVICES	455.00
GEN TOTALS:				
Total of 116 Checks:				496,713.13
Less 0 Void Checks:				0.00
Total of 116 Disbursements:				<u>496,713.13</u>