

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday, December 10, 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 December 3, 2018 MOTION Pg. 16
5. **APPROVE AGENDA:**  
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**  
6A. City Manager's Report MOTION Pg. 3  
6B. Metro Parking & Enforcement Agreement Pg. 27  
6C. Energy Conversion Agreement Pg. 31  
6D. 8002 Miller Bid Pg. 43  
6E. Comcast Price and Channel Changes Pg. 54  
6F. Monthly Reports Pg. 57  
6G. Streetscape and Holland Drive Bids Attached
7. **MEETING OPENED TO THE PUBLIC:**  
7A. General Public Comments
8. **COUNCIL BUSINESS:**  
8A. Metro Parking and Enforcement Agreement RESO Pg. 12  
8B. Energy Conversion Agreement RESO Pg. 13  
8C. 8002 Miller Bid Approval RESO Pg. 14  
8E. Streetscape Bid Release Approval RESO Pg. 15
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

**Next Month Calendar**

Downtown Development Authority:	Thursday, December 13, 2018, 6:00 p.m., PDBMB (Cancelled)
Fire Board:	Monday, December 17, 2018, 6:00 p.m., Public Safety Bldg
Metro Police Board:	Wednesday, December 19, 2018, 10:00 a.m., Metro Headquarters
Park Board:	Wednesday, January 2, 2019, 5:30 p.m., PDBMB
Planning Commission:	Tuesday, January 8, 2019, 7:00 p.m., PDBMB (One week later)
Downtown Development Authority:	Thursday, January 10, 2019, 6:00 p.m., PDBMB
City Council:	Monday, January 14, 2019, 7:00 p.m., PDBMB

## **City of Swartz Creek Mission Statement**

The City shall provide a full range of public services in a professional and competent manner, assuring that the needs of our constituents are met in an effective and fiscally responsible manner, thus promoting a high standard of community life.

## **City of Swartz Creek Values**

The City of Swartz Creek's Mission Statement is guided by a set of values which serve as a common operating basis for all City employees. These values provide a common understanding of responsibilities and expectations that enable the City to achieve its overall mission. The City's values are as follows:

### ***Honesty, Integrity and Fairness***

The City expects and values trust, openness, honesty and integrity in the words and actions of its employees. All employees, officials, and elected officials are expected to interact with each other openly and honestly and display ethical behavior while performing his/her job responsibilities. Administrators and department heads shall develop and cultivate a work environment in which employees feel valued and recognize that each individual is an integral component in accomplishing the mission of the City.

### ***Fiscal Responsibility***

Budget awareness is to be exercised on a continual basis. All employees are expected to be conscientious of and adhere to mandated budgets and spending plans.

### ***Public Service***

The goal of the City is to serve the public. This responsibility includes providing a wide range of services to the community in a timely and cost-effective manner.

### ***Embrace Employee Diversity and Employee Contribution, Development and Safety***

The City is an equal opportunity employer and encourages diversity in its work force, recognizing that each employee has unlimited potential to become a productive member of the City's team. Each employee will be treated with the level of respect that will allow that individual to achieve his/her full potential as a contributing member of the City staff. The City also strives to provide a safe and secure work environment that enables employees to function at his/her peak performance level. Professional growth opportunities, as well as teamwork, are promoted through the sharing of ideas and resources. Employees are recognized for his/her dedication and commitment to excellence.

### ***Expect Excellence***

The City values and expects excellence from all employees. Just "doing the job" is not enough; rather, it is expected that employees will consistently search for more effective ways of meeting the City's goals.

### ***Respect the Dignity of Others***

Employees shall be professional and show respect to each other and to the public.

### ***Promote Protective Thinking and Innovative Suggestions***

Employees shall take the responsibility to look for and advocate new ways of continuously improving the services offered by the City. It is expected that employees will perform to the best of his/her abilities and shall be responsible for his/her behavior and for fulfilling the professional commitments they make. Administrators and department heads shall encourage proactive thinking and embrace innovative suggestions from employees.

**City of Swartz Creek**  
**CITY MANAGER'S REPORT**  
Regular Council Meeting of Monday, December 10, 2018 - 7:00 P.M.

**TO:** *Honorable Mayor, Mayor Pro-Tem & Council Members*  
**FROM:** Adam Zettel, City Manager  
**DATE:** December 5, 2018

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

✓ **MICHIGAN TAX TRIBUNAL APPEALS** *(Update)*

Desert Sun Holdings (office at 6197 Miller) – Appraisal is done and there is a small claim hearing on Dec 11 which the assessor will attend. Evidence was due on Nov 20 and the city did not receive anything from the petitioner.

Shkrelli (golf course) – This appeal has been withdrawn, but not before we spent resources to complete an appraisal. While the value has been successfully defended in this process, the petition is able to force our hand to invest in the defense, while investing nothing themselves. This creates a tremendous disadvantage to governments. We will attempt to recover costs from frivolous cases such as this.

Huizinga (office at 6195 Miller) – The appraisal has been done and submitted. The next steps for this will be in January.

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

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

Preliminary engineering and design for Fairchild Street is complete, and the grade inspection with the state is complete. We are on track to bid this coming winter for 2019 construction.

A call for projects for the 2020-2023 cycle is out for the TIP. Submission of projects is underway and will include: the west end of Miller Road, Seymour Road, and Morrish Road (Bristol to Miller). The applications were submitted on November 16<sup>th</sup>. If any projects are accepted, we will look to schedule them and budget accordingly.

✓ **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.*

Helmsley is now in the hopper for 2019 (excluding water main, which is newer). Design engineering is underway and we held a preliminary construction meeting with the contractor and engineer. We do not anticipate any issues. Work will commence after school ends, with final landscape restoration later in the fall.

We are working on an engineering proposal for 2020 local streets with OHM. We are learning towards a section of Oakview, Chelmsford, and Oxford. Note that it is unlikely

we will have a budget to do all of those sections in 2020. However, it is work that needs to be completed for the USDA watermain on those streets in the next three years. We should have that proposal before the council in January.

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

✓ **SEWER REHABILITATION PROGRAM** (*No Change of Status*)

2018-2019 winter sewer projects have been approved. The scope includes lining improvements and video service at a cost of \$197,772. There are some small connections between collectors in the Winchester Village that need to be done. Liquiforce will also complete the large collector on Durwood and a downtown line, School Street.

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.

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

We are moving forward with the USDA water main replacement project. OHM is beginning survey work and engineering. On September 13<sup>th</sup>, we met with the feds about other steps and conditions of funding. We are in a good position to benefit from the nearly \$5,000,000 grant/loan, with the understanding that we will be putting the project out to bid in 2019, with some components to be completed in 2020 and 2021.

In addition, the Genesee County Drain Commission - Water and Waste Services Division has officially given the city notice of their intent to update the 2003 Water Master Plan. 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.

The city has been working with the county to abandon the Dye Road water main in the vicinity of the rail line. Note that we are holding this action pending the master plan review. 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.

Lastly, the city should probably complete full demolition on the “Brown Road” site (the old well head) and sell this property. This is not a high priority, but it is now on our radar.

✓ **POLICE SERVICE** (*Business Item*)

Parking fees have been approved by resolution and will be implemented on January 1, 2019. To follow up with this arrangement, we have an agreement drafted to formalize the parking and code enforcement relationship between the city and Metro. This is attached and was first distributed at the meeting on December 3, 2018. I recommend approval.

We met with Mundy Township to consider potential amendments to the interlocal agreement. The conversation centered around the formalization of current practices of the Metro Board and staff, such as requiring board approval for changes to the organizational chart and the selection of professional services such as the attorney. Obviously, if there are any other matters that council members feel should be addressed as it relates to the interlocal agreement, now is the time.

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

The last of the lots acquired prior to the special assessment have been approved for sale. The city has two more lots that were acquired through the tax reversion process. If there is no objection, I will look to prepare instruments for the two units acquired in 2017 at new, negotiated pricing if requested by the buyer, JW Morgan, at some point in the future.

✓ **NEWSLETTER** (*Update*)

The December newsletter is out! Let me know what you think.

✓ **HOLLAND SQUARE & STREETScape** (*Business Item*)

The planning commission considered a complete draft of the streetscape plans at their regular meeting on December 4<sup>th</sup>. The plans were recommended for approval with the condition that electrical service is available in Holland Square, including a light at the southwest corner. The plans are before the council for the approval to proceed. Note that this is for bidding purposes only. The plans can still be altered in scope and detail, even after construction commences.

Final award will need to be made by the city council, with some funding support from the DDA. Note that the price tag is sufficient. Proceeds from the Exxon site license agreement, the DDA, and the city's general fund reserves will likely be needed.

See prior reports for more details on the evolution of this process.

✓ **TRAILS** (*No Change of Status*)

The DNR grant has been given a final score of 360 out of 520 points. This is an improvement of 100 points over the initial submission. We have been told that this was a qualifying score in the previous year. We still have not heard if an award is forthcoming.

The DNR grant can fund up to \$300,000 of the project as well. We will be seeking an amount close to that to offset the 35% that the city must cover to match the Enhancement grant. Again, we are submitting supplemental materials now.

The MDOT Enhancement Grant is conditionally awarded, but I will refrain from an announcement until money is obligated! We hope this covers 65% of the investment. Work with Consumers Energy and CN Rail is positive for those project components that require their engagement. We are still working with the MTA and GM on some easements and permissions.

Note that the city will still be heavily invested in this, even if both grants are awarded. Count on a general fund outlay of \$200,000 for all engineering, construction, and inspection services. Any overages (price changes and change orders) will be locally covered as well.

The project timeline has changed based upon the engineer's recommendation in order to meet the DNR award schedule. We lose the 2018 construction season and have a new timeline as follows:

1. Plans and estimate complete March 15, 2019.
2. Grade Inspection package submitted March 29, 2019.
3. ROW certification March 29, 2019.
4. Matching funds certified March 29, 2019.
5. Project listed in approved TIP April 20, 2018- this date was not modified from the original application and I have a call into Jacob for verification.
6. Advertisement start date September 16, 2019.
7. Construction letting date November 4, 2019.
8. Construction start date January 20, 2020.
9. Construction end date September 21, 2020.

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

The city council has approved the first changes to the zoning ordinance. This follows the zoning ordinance technical review that was done earlier this summer. More changes are expected.

The Economic Development Strategy Committee met on the 20<sup>th</sup> of November and further deliberated on the draft Economic Development Strategy. There is a strong sense that downtown design, function, and events are a priority that will require a strong partnership with the city, DDA, and Chamber of Commerce. The next meeting of the Economic Development Strategy Committee will be at 10:00 a.m. on December 18th, at the Paul D. Bueche Municipal Building.

The following RRC components are also at the forefront of our improvement and certification efforts:

- Development review flowchart and checklist **(In Progress)**
- Integrated community development webpage for city/DDA processes and programs **(Complete)**
- Economic Development Strategy for the city and its partners (chamber of commerce, schools, etc.) **(In Progress)**
- Public participation plan and tracking methods **(In Progress)**
- Consolidated capital improvement plan (compiled list of street, water, sewer, park and other investment for the next six years) **(Complete)**

- ✓ **DOG PARK** *(No Change of Status)*  
The scouts are still active in fundraising and plan to complete this. They apparently were able to raise another \$1,000 or so at the Baptist Church on October 27<sup>th</sup>!
- ✓ **CONSUMERS CONSERVATION PILOT PROGRAM** *(No Change of Status)*  
I am not sure how this program faired in the community. I don't believe there was ever a critical mass of engaged users, but I could be wrong. As a promotional tool, part of the program included a voter selected contribution to a community project. The votes are in and a \$15,000 donation will be made to the trail system that is proposed! Consumers will look to present the check sometime in 2019!
- ✓ **DURAND AREA INDUSTRY - PROJECT TIM** *(No Change of Status)*  
This project seems cold and quiet. However, it appears there are still valid purchase agreements in place for the development, and there are state and local bureaucrats continuing work on contingency plans for utility and traffic modelling. It is anyone's guess at this point. Please see prior packets for information on the project and its evolution.
- ✓ **TAX REVERTED PROPERTY USE** *(No Change of Status)*  
5157 Morrish Road has been sold. The vacant land on Wade Street has not been purchased, but the buyer says they will acquire it under approved terms.
- ✓ **8002 MILLER** *(Business Item)*  
A qualified low bid is in at \$128,750. Completing the work at this cost, with the understanding that the existing user is paying all utilities, should keep us within the projected sale price budget. However, it will be close and there is a chance for unexpected change orders. I met with the user to make sure we have a reasonable plan of action. She is confident that the final sale price is in line with her expectations given the scope of work.

While there is some risk, I recommend we proceed.

Please see the council packet of October 22 for prior reports.

- ✓ **MILLER ROAD DRAIN** *(No Change of Status)*  
The contractor is working on repairs as weather permits.
- ✓ **GROUNDWATER WITHDRAWAL ORDINANCE** *(No Change of Status)*  
The groundwater withdrawal ordinance for the Holland Square project is in the final phase. 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 council held a public hearing at our meeting on April 23rd. ExxonMobil, the Michigan DEQ, and other representatives will now be reaching out to property owners to research if there are any well impacts. Once this is done, we should be able to proceed with the ordinance. Representatives of Exxon indicated a fall timeline for approval.

✓ **SCHOOL FACILITY PROPOSAL** *(No Change of Status)*

This section shall now be a standing section of the report, giving details on expectations for projects and their ongoing progress within the city and district. As of writing, we know the bond can be issued and work shall commence in 2019, 2020, and 2021. It will include all facilities, including athletic facilities at the high school. We expect cooperation and benefit in terms of establishing safer connections for walkers, better land grades (e.g. the football field), and more attractive gateways.

✓ **PAUL FORTINO PROPERTY PROPOSAL** *(No Change of Status)*

The DDA considered next steps at their meeting on September 13<sup>th</sup>. They approved the commission of a survey and architectural renderings. The survey is complete and architectural services are underway. Please see the DDA packet for details. In short, it appears the builder is interested in proceeding with fifteen 1,600 square foot, two story condos, with garages. There are opportunities and threats, of course, but exploration is proceeding methodically.

As noted in the last communication with the builder, there may be a potential 'ask' for sewer/water tap fee waivers in order to add value to other parts of the site. Though a common practice in economic development, the city has not done this in recent history. I would be interested to know what the council thinks.

✓ **MUNICIPAL CIVIL INFRACTIONS VIOLATIONS BUREAU** *(No Change of Status)*

Metro Police, the city attorney, and staff continue to look at the transfer of the municipal infraction bureau as well, for reasons similar to the parking violations bureau. Since the police are the ones that we want enforcing violations for code, blight, and nuisances they should be maintaining the citations, records, and ability to prosecute. Doing so will require an ordinance amendment and subsequent administrative changes. I will keep the city council informed.

✓ **RECREATIONAL MARIJUANA** *(Update)*

We have an ordinance prohibiting these uses. I will remove this section from future reports and report additional details as state rule promulgation makes them available.

✓ **SPORTS CREEK RACEWAY & GAMING COMMISSION** *(No Change of Status)*

The state has tentatively approved live race days for the Sports Creek Raceway. This approval is conditioned upon purchase or lease of the facility by the end of November. As of writing, we have no word on the status of a lease or purchase. Based on dialogue with numerous potential purchasers, it appears to me that the owner is not a willing seller. In the meantime, reports of blight, deterioration, and vandalism have been received and forwarded to the inspector.

If there is no positive movement for purchase under the current known circumstances in 2018, the future of this property and its impact on the community appears very bleak indeed. I expect we will need to have a frank discussion about the future of this site after the holidays.

✓ **CDBG** *(No Change of Status)*



The CDBG pre-application has been submitted. Desirable projects include Swartz Creek Area Senior Services and improvement of the senior center facility (rear slider/drainage or parking area). The potential to place funds in the HOME Program also exists. This is a three year cycle, and I am not sure when the distributions will occur. This section may or may not remain in the report depending upon timing and relevance.

✓ **MDOT WARRANTY PROGRAM** (*No Change of Status*)

A state legislative mandate will require some local policy updates and subsequent procedural follow-up on how we bid, guarantee, and report on road construction projects. This will be something we address prior to September of 2019. The notice and original report are included in the November 26, 2018 packet.

✓ **SMALL CELL LEGISLATION** (*Update*)

We have our ordinance in place. I will remove this section from future reports.

✓ **STREET LIGHT CONVERSION** (*Business Item*)

Everyone received the materials from the non-profit Energy Reduction Coalition, a group that specializes in costing and implementing LED conversions for building and public street lighting. I am including the base agreement again in the packet for review. Based upon council feedback and subsequent follow up with the provider, I have included a resolution to proceed with the audit and conditional conversion.

The previous report follows:

The basic concept is that they purchase, install, and maintain all qualifying lighting in our facilities. In return, we pay them a monthly fee in an amount less than our all-inclusive savings (pre-conversion fixtures, labor, and energy minus post-conversion fixtures, labor, and energy). As indicated in their materials, their underwriting methods and plans can be complex. However, a simple example follows:

Pre conversion light cost per month (amortized fixture, labor, and energy) is \$10  
Post-conversion light cost per month (amortized fixture, labor, and energy) is \$4

Under these conditions, the city would have 'savings' of \$6 a month for the life of the bulb (120 months). In the first month, we pay that \$6 to them. By the last month, we might pay only \$2 to them as the savings ration predictably increases, thereby capturing the additional savings.

In essence, they promote the idea that they can best identify and implement the most efficient plan for optimal lighting (output, type, lumens, watts, etc.). They then split the savings over the life of the program. We benefit by getting lighting that is better suited to our needs and saving money. While it is possible that we could implement such a plan at our own expense and save more money, I find their expertise in efficiency and ability to absorb the upfront and ongoing maintenance costs valuable.

We will hear what they have to say Monday and deliberate whether there is enough value.

✓ **SAFE ROUTES TO SCHOOL (Update)**

I have met with the school superintendent and the Crim Active Communities Technical Assistance Program about improving pedestrian safety around the schools in the community. It appears there is a possibility for a very positive partnership to improve a couple issues. The first is the physical disconnect that exists around some of the school buildings, including the middle school, Elms, and Syring. The middle school area lacks sidewalks and crossings for important connections. Elms has no connection to Heritage and the rest of Bristol Road. Big concerns for all facilities, especially Syring is the lack of driver safety and awareness.

This Active Communities group specializes in seeking grant funds for Safe Routes to Schools infrastructure and programming, through coalition building and public awareness. I expect to have a new proposal and background information for consideration in January. I am not including a resolution at this time. I think proceeding will be great for solving some very practical pedestrian safety issues, as well as rebranding our community and schools as safe for children and other walkers.

✓ **OTHER COMMUNICATIONS & HAPPENINGS (See Individual Category)**

✓ **MONTHLY REPORTS (Update)**

I am including standard reports for your reading enjoyment.

✓ **COMCAST NOTICES (Update)**

Comcast has some price and channel changes to inform us about.

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

✓ **PLANNING COMMISSION (Update)**

The planning commission met on December 4<sup>th</sup> and made a recommendation to proceed with the Miller Road streetscape and Holland Square. Please see the relevant section of that report. The next meeting is scheduled for January 8<sup>th</sup>.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY (Update)**

The DDA met on September 13<sup>th</sup>. The board approved two façade grants, engineering services for the streetscape, and architectural services for the townhome project. They also co-hosted the Fall Family Fun Day on October 26<sup>th</sup>. Good things are happening!

Their December 13<sup>th</sup> meeting has been cancelled, but I encourage council members to read the report that was emailed on December 6<sup>th</sup>. The next regular meeting is scheduled for January 10<sup>th</sup>.

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

There are no pending or expected variances, appeals, or interpretations at this time.

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

The Park Board met on December 5<sup>th</sup> at city hall. The board discussed how storage requests are to be handled in Elms Park. This is due to the existing facilities for youth football, as well as incoming requests from other sports to have shed space in the park.

Representatives of all groups with a use and storage interest attended the meeting. Due to the known demand and circumstances, the park board is recommending a land lease for such facilities, with the understanding that they are limited in their siting, and that there are requirements for insurance, use, appearance, and maintenance. The final result should be two land leases covering the permanent storage building and two sheds.

I will look to have such a lease in front of them in January with subsequent city council review. This is probably the best way to proceed and matches the program in place for the land lease/use of the Pajtas Theater.

The next meeting will be on January 2nd.

- ✓ **BOARD OF REVIEW** (*No Change of Status*)  
The Board of Review will meet on Tuesday, December 11 to correct qualified errors, Principal Residence Exemptions, taxable value uncapping, disabled veterans exemptions and poverty exemptions.

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

- ✓ **WE LITERALLY HAVE NO NEW BUSINESS THIS MEETING** (*Business Item*)  
...I suppose that is why we don't normally meet three weeks in a row. We will be back in business at our next meeting on January 14th. Happy Holidays!

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

*Decorating:* Christmas decorating judging starts on Sunday, December 9<sup>th</sup>!

**City of Swartz Creek  
RESOLUTIONS  
Regular Council Meeting, Monday, December 10, 2018, 7:00 P.M.**

**Resolution No. 181210-4A            MINUTES – December 3, 2018**

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

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, December 3, 2018, to be circulated and placed on file.

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

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

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

**Resolution No. 181210-5A            AGENDA APPROVAL**

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

**I Move** the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of December 10, 2018, to be circulated and placed on file.

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

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

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

**Resolution No. 181210-6A            CITY MANAGER’S REPORT**

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

**I Move** the Swartz Creek City Council accept the City Manager’s Report of December 10, 2018, including reports and communications, to be circulated and placed on file.

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

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

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

**Resolution No. 181210-8A            RESOLUTION TO APPROVE AN AGREEMENT WITH THE METRO POLICE AUTHORITY OF GENESEE COUNTY TO OUTLINE TERMS AND CONDITIONS OF THE OPERATION AND ENFORCEMENT OF PARKING AND OTHER CODE MATTERS**

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

**WHEREAS**, the Authority currently provides police services to the City for the

benefit of the general public on a 24 hours per day 7 days per week basis;

**WHEREAS**, the City maintains ordinances to regulate and enforce parking provisions in public and private spaces and desires the enforcement of parking ordinances to be conducted by the Authority;

**WHEREAS**, fines assessed to parking violations are collected by the City’s “Parking Violations Bureau”;

**WHEREAS**, on August 13, 2018 the City transferred the Parking Violations Bureau from the City to the Authority by resolution No. 180813-11 of the City Council;

**WHEREAS**, the Authority has agreed to enforce the parking ordinances of the City and to oversee the operations of the City’s Parking Violations Bureau;

**WHEREAS**, the City agrees that any revenue collected by the Parking Violations Bureau, the City, or the Court, that relates to a parking violation that is being enforced by the Authority shall be transmitted to the Authority pursuant to this Agreement;

**WHEREAS**, in addition to the parking ordinances, the City maintains a code of ordinances to regulate various matters of public safety and welfare;

**WHEREAS**, the City desires the Authority to enforce the City’s code of ordinances at the direction of the City and the Authority desires to enforce the City’s code of ordinances as requested by the City;

**WHEREAS**, the City agrees to pay the Authority all of the revenue collected by the City arising out of the Authority’s enforcement of the City’s code of ordinances.

**NOW, THEREFORE, BE IT RESOLVED**, in consideration of the mutual covenants and promises herein contained, the Swartz Creek City Council hereby agrees to enter into an agreement for parking enforcement and fines as included in the city council packet of December 10, 2018.

**BE IT FURTHER RESOLVED**, the Swartz Creek City Council directs the Mayor to execute said agreement on behalf of the city.

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

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

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

**Resolution No. 181210-8B**

**RESOLUTION TO APPROVE AN AGREEMENT TO AUDIT AND CONVERT MUNICIPAL LIGHTING FROM CONVENTIONAL TO LED**

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

**WHEREAS**, the City of Swartz Creek owns, operates, and maintains facilities for use in providing municipal services and related services under lease and user agreements, and

**WHEREAS**, said facilities consist of offices, garages, cold storage, and special purpose facilities that are all equipped with various forms of lighting, and

**WHEREAS**, the city finds that savings could be generated for the city and its users if lighting were upgraded to energy efficient and reliable LED lighting, and

**WHEREAS**, the Energy Reduction Coalition is a Michigan based non-profit that is able to identify, fund, and implement a maximized conversion plan in exchange for cost savings sharing per an agreement for service; and

**WHEREAS**, the city council finds this arrangement to provide for predictable savings at a reasonable expense.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Swartz Creek City Council approve the Lighting Conversion Program Agreement as included in the December 10, 2018 city council packet.

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

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

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

**Resolution No. 181210-8C**

**RESOLUTION TO APPROVE THE QUALIFYING LOW BID FOR IMPROVEMENTS TO 8002 MILLER ROAD**

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

**WHEREAS**, the city has acquired a commercial structure located at 8002 Miller Road, Parcel ID Number 58-35-576-049, that is in need of repairs and improvement; and

**WHEREAS**, the structure is occupied by an existing business that leases the bottom floor for retail space; and

**WHEREAS**, the council finds that it is in the best interest of the economic viability of the structure and surrounding neighborhood to improve the function of the building for the existing retail use and upper floor residential use; and

**WHEREAS**, the council engaged professional services to provide advice and to formalize specifications for the renovation of such structure; and

**WHEREAS**, bids were sought from the public based upon those specifications, and a qualifying low bid has been submitted.

**NOW, BE IT RESOLVED**, the Swartz Creek City Council hereby approves the proposal from Bedrock Building Inc., in the amount of \$128,750, as included in the city council packet of December 10, 2018.

**BE IF FURTHER RESOLVED**, the City Council authorizes the City Manager to alter the scope of work as needed to reduce costs, prevent overruns, and accommodate necessary change orders for unexpected repairs related to this project.

**BE IF FURTHER RESOLVED**, the City Council authorizes the City Manager to engage in the negotiation of sale terms with the current tenant pending completion of the building renovations.

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

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

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

**Resolution No. 181210-8D**

**RESOLUTION TO APPROVE THE RELEASE OF BIDS FOR THE MILLER ROAD STREETScape AND HOLLAND SQUARE IMPROVEMENTS**

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

**WHEREAS**, the Swartz Creek City Council has enabled the planning of a streetscape plan that includes use of Holland Square, with said planning effort led by the Swartz Creek Downtown Development Authority, and;

**WHEREAS**, after extensive and rigorous review, the DDA committee finds that the permanent use of Holland Square is uncertain and opted to invest in the Miller Road streetscape while maintaining the openness of Holland Square as parking and mixed use indefinitely, and;

**WHEREAS**, the Planning Commission, after review of the concept, impact, and design specifics, recommend approval with one change (additional lighting within Holland Square) at their regular meeting on December 4, 2018.

**NOW, BE IT RESOLVED** that the Swartz Creek City Council approves the release of the project specifications for bidding, with the requirement that the city council shall approve the final scope of work and bidder prior to the commencement of work.

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

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

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

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE REGULAR COUNCIL MEETING  
DATE 12/03/2018**

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, Farmer, Gilbert, Hicks, Krueger, Pinkston, Porath.

Councilmembers Absent: None.

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

Others Present: Lania Rocha, Bob Plumb, Steve Shumaker, Angie Root, Faye Porath, Erik Jamieson, Jim Barclay, Pam Hill, Mike Machala.

**APPROVAL OF MINUTES**

**Resolution No. 181203-01 (Carried)**

Motion by Councilmember Porath  
Second by Councilmember Farmer

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday November 26, to be circulated and placed on file.

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

**APPROVAL OF AGENDA**

**Resolution No. 181203-02 (Carried)**

Motion by Councilmember Cramer  
Second by Councilmember Hicks

**I Move** the Swartz Creek City Council approve the Agenda as, presented and printed for the Regular Council Meeting of December 03, 2018, to be circulated and placed on file.

YES: Gilbert, Hicks, Krueger, Pinkston, Porath, Cramer, Farmer.



NO: None. Motion Declared Carried.

### **CITY MANAGER'S REPORT**

#### **Resolution No. 181203-03**

**(Carried)**

Motion by Councilmember Farmer  
Second by Councilmember Cramer

**I Move** the Swartz Creek City Council accept the City Manager's Report of December 03, 2018, including reports and communications to be circulated and placed on file.

Discussion Ensued.

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

### **MEETING OPENED TO THE PUBLIC:**

None.

### **COUNCIL BUSINESS:**

### **COMMISSION APPOINTMENT**

#### **Resolution No. 181203-04**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Cramer

**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 exists a vacancy on the planning commission; 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 appointment as follows:

**#181203-04 MAYOR APPOINTMENT:**  
Planning Commission, Citizen

**Angie Root**

Discussion Ensued.

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

**Audit Presentation**

Pam Hill & Mike Machala, Plante Moran Representatives, presented the City's audit for year ended June 30, 2018. This included the financial statement, which included the audit opinion letter. The audit letter opinion was an unmodified opinion, highest level assurance received from the auditors. They reviewed several graphs on governmental fund revenue (2015-June 2018), taxable value (2008-2036 based on assumed 2% rate of inflation), governmental fund expenditures (2015-June 2018), general fund-fund balance (2014-June 2018), components of governmental funds fund balance (2015-June 2018), governmental activities long-term liabilities (2016-June 2018), business-type activities long-term activities (2016-June 2018). Items to consider looking ahead is strategic planning for general capital outlay, plan for fire department capital needs.

**RESOLUTION TO ACCEPT THE 2017-2018 FISCAL YEAR AUDIT BY  
INDEPENDENT AUDITOR PLANTE-MORAN**

**Resolution No. 181203-05**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Hicks

**WHEREAS**, Section 8.13 of the City Charter requires an audit of all accounts of the city government; and

**WHEREAS**, independent auditors, retained by the city per a qualified bidding selection process, have completed said audit for the most recent fiscal year, 2018; and

**WHEREAS**, said audit contains financials for related public utilities, enterprise accounts, and the Downtown Development Authority; and

**WHEREAS**, the audit, as presented to the city council on December 3, 2018, has been found to meet generally accepted accounting standards and required reporting provisions of state and local law.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Swartz Creek approve the 2017-2018 Fiscal Audit Report prepared by Plante-Moran, a copy of which is attached hereto, and further, direct such to be published, distributed, circulated and placed on file in a manner prescribed by law.

Discussion Ensued.

YES: Pinkston, Porath, Cramer, Farmer, Gilbert, Hicks, Krueger.

NO: None. Motion Declared Carried.

**Break 7:54 p.m. to 8:04 p.m.**

**Energy Reduction Coalition**

**Discussion**

Mr. Zettel, introduced Robert Florka who will speak on the program his company offers. The city is looking at saving ongoing energy costs by switching to LED.

Mr. Florka, General Consul & Director of Development for Energy Reduction Coalition. This is a Michigan nonprofit organization that's been in business for eight years. Their mission is to accelerate the adoption of energy saving technology and the focus has been on LED lighting. They partner with municipalities and prepare an assessment of lighting and prepare a plan to convert to LED.

**A RESOLUTION TO APPROVE ORDINANCE 436 TO AMEND THE PURCHASING POLICY**

**Resolution No. 181203-06**

**(Carried)**

Motion by Mayor Pro Tem Pinkston  
Second by Councilmember Cramer

**WHEREAS**, the City of Swartz Creek maintains ordinances that provide guidance, predictability, transparency, and equal treatment for similarly situated parties as it relates to finance and purchasing, and

**WHEREAS**, the City finds public value in developing and promoting local businesses in the community and is willing to put additional, limited resources into said businesses in its routine purchases, and

**WHEREAS**, the City finds that preference for purchases are desirable to varying degrees for businesses based upon their geography as city based or area based businesses, as well as participation in the local chamber of commerce.

**NOW, THEREFORE, I MOVE** the City of Swartz Creek ordains:

**CITY OF SWARTZ CREEK  
ORDINANCE NO. 436**

**An ordinance to amend Article II and II of Section 15 to establish fees for permitting of sidewalk works and activities in the right of ways, as well as Article III of Chapter 18 of the Code of Ordinances to establish fines, fees, and the penalties for violations thereof.**

**THE CITY OF SWARTZ CREEK ORDAINS:**

**Section 1. Amendment of Article VI of Chapter 2 of the Code of Ordinances of the City of Swartz Creek by amending Section 2-402.**

The City Council hereby amends Article VI of Chapter 2 of the Code of Ordinances of the City of Swartz Creek by amending Section 2-402, to include the following addition:

**Sec. 2-402. General Purchasing Policy.**

(c) The term "transaction amount," as used in this division, shall mean the lowest quote or bidder having qualifications to perform the work which are satisfactory to the council. The lowest quote or bidder shall be determined based on an adjusted bid or quote tabulation which shall be prepared in the following manner:

- (1) To the bid or quote of any bidder which is neither a Swartz Creek-based business nor an Area-based business shall be added an amount equal to five (5) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less.
- (2) To the bid or quote of any bidder which is an Area-based business shall be added an amount equal to three (3) percent of the bid or quote or two thousand five hundred dollars (\$2,500.00), whichever is less; provided, however, that if no bid or quote is received from a Swartz Creek-based business, no additional amount shall be added to the bid or quote of an Area-based business.
- (3) "Swartz Creek-based business" shall be interpreted to mean a business registered with the county clerk or a corporation registered with the state having a business address within the city limits which pays real and/or personal property taxes levied by the city.
- (4) The term "Area-based business" shall be interpreted to mean a business other than a Swartz Creek-based business registered with the county clerk or a corporation registered with the state having a business address within the Swartz Creek School District which pays real and/or personal property taxes levied by the Swartz Creek Community Schools.
- (5) If twenty-five (25) percent or more of a contract for construction or other services is to be subcontracted by an Swartz Creek-based business bidder to a non-city-based business or businesses, or by an Area-based business bidder to a non-Area-based business or businesses, the adjusted bid or quote shall be calculated by applying the provisions of subsections (1) and (2) within this section separately to each portion of the contract based on the status of the contractor or subcontractor performing that portion of the contract as an Swartz Creek-based or Area-based business.
- (6) Preference shall be given to registered members of the Swartz Creek Area Chamber of commerce for all products and services that do not require bids or quotes. Preference for such membership shall also be given in the event of bids or quotes within 1% or \$1,000, whichever is less.

**Section 2. Effective Date.**

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

At a regular meeting of the City Council of Swartz Creek held on the 3rd day of December, 2018, Mayor Pro Tem Pinkston moved for adoption of the foregoing ordinance and Councilmember Hicks supported the motion.

Voting for: Porath, Cramer, Farmer, Gilbert, Hicks, Krueger, Pinkston.

Voting against: None.

The Mayor declared the ordinance adopted.

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David Krueger, Mayor

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Connie Eskew, City Clerk

### **CERTIFICATION**

The foregoing is a true copy of Ordinance No. 436 which was enacted by the City Council of the City of Swartz Creek at a regular meeting held on December 3, 2018.

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Connie Eskew, City Clerk

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

### **A RESOLUTION TO REGULATE RECREATIONAL MARIJUANA ESTABLISHMENTS**

**Resolution No. 181203-07**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Cramer

**WHEREAS**, the City of Swartz Creek maintains police powers to regulate and control the nature of certain establishments within the community, and

**WHEREAS**, the people of the State of Michigan, by referendum vote, have decriminalized recreational marijuana, subject to local controls, and

**WHEREAS**, the City previously found no benefit to medical marijuana land uses within the city limits.

**NOW, THEREFORE, I MOVE** the City of Swartz Creek ordains:

#### **CITY OF SWARTZ CREEK ORDINANCE NO. 437**

An ordinance to amend Chapter 2 of the Code of Ordinances by adding thereto a new Article VIII, entitled "Marijuana Establishments."

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

##### **Section 1. Amendment of Chapter 2 of the Code of Ordinances.**

The City hereby amends Chapter 2 of the Code of Ordinances of the City of Swartz Creek by adding thereto a new Article VIII, entitled "Marijuana Establishments," to read as follows:

**ARTICLE VIII. MARIJUANA ESTABLISHMENTS.**

**Sec. 2-601. Prohibition of Marijuana Establishments.**

No marijuana establishments, as defined by the Michigan Regulation and Taxation of Marijuana Act (PA – of 2018), are permitted within the boundaries of the City.

**Section 2. Effective Date.**

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

At a regular meeting of the City Council of Swartz Creek held on the 3rd day of December, 2018, Councilmember Porath moved for adoption of the foregoing ordinance and Councilmember Cramer supported the motion.

Voting for: Cramer, Farmer, Gilbert, Hicks, Krueger, Pinkston, Porath.

Voting against: None.

The Mayor declared the ordinance adopted.

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David Krueger  
Mayor

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Connie Eskew  
Clerk

**CERTIFICATION**

The foregoing is a true copy of Ordinance No. 437 which was enacted by the Swartz Creek City Council at a regular meeting held on the 3<sup>rd</sup> day of December, 2018.

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Connie Eskew  
Clerk

YES: Cramer, Farmer, Gilbert, Hicks, Krueger, Pinkston, Porath.

NO: None. Motion Declared Carried

**A RESOLUTION TO REQUIRE FRANCHISE AGREEMENTS FOR THE  
INSTALLATION AND OPERATION OF SMALL CELL WIRELESS FACILITIES  
WITHIN CITY RIGHT OF WAYS**

**Resolution No. 181203-08**

**(Carried)**

Motion by Councilmember Cramer  
Second by Councilmember Farmer

**WHEREAS**, the City of Swartz Creek maintains police powers over its right of ways, and

**WHEREAS**, changing technologies necessitate the installation and operation of 'small cell' technologies throughout communities, including right of ways, and

**WHEREAS**, the city desires to enable such installation and operation while maintaining a reasonable degree of control over shared right of ways.

**NOW, THEREFORE, I MOVE** the City of Swartz Creek ordains:

**CITY OF SWARTZ CREEK  
ORDINANCE NO. 438**

An ordinance to amend Appendix B of the Code of Ordinances by adding thereto a new article, Article VI, regulating Distributed Antenna Systems and Small Cell Networks.

**THE CITY OF SWARTZ CREEK ORDAINS:**

Section 1. Amendment of Appendix B of the Code of Ordinances by the Addition of Article VI.

The City Council hereby amends Appendix B of the Code of Ordinances of the City of Swartz Creek by adding Article VI thereto, that article to read as follows:

**ARTICLE VI. DISTRIBUTED ANTENNA SYSTEMS AND SMALL CELL NETWORKS**

**Section 1. Franchise Required.**

No person, entity or legal body shall install or operate any telecommunication facilities or related equipment for the provision of commercial mobile radio service carriers pursuant to a distributed antenna system or small cell network without a franchise agreement substantially in the form approved by Resolution No. \_\_\_, or subsequent replacement resolution, which rates established therein are hereby incorporated herein by reference.

**Section 2. Interpretation of this Article and Franchise Agreement.**

It is the intent of the City Council in adopting this provision that all provisions in this Article and in the franchise agreement required by this article be construed to protect the peace, health, safety and welfare of the residents of Swartz Creek as well as the aesthetics of the City of Swartz Creek. Only reasonably inconspicuous telecommunication facilities and related equipment are to be permitted in the city right-of-way pursuant to the terms of any franchise agreement. The franchisee shall at all times take the required measures to use the most inconspicuous equipment reasonably feasible at the time of installation. Franchisee shall also remove and/or replace existing equipment in the future when less conspicuous equipment becomes reasonably feasible or when and if the number of antennas for the system is no longer reasonably necessary and reduction of the number of antennas becomes reasonably feasible.

Any franchise agreement entered into pursuant to this Article shall remain in effect only to the extent the rates and regulations and other material provisions established in the franchise agreement and this Article remain in full force and effect. To the extent state or federal law makes unlawful and/or unenforceable any material provision of the franchise agreement required by this Article or any provision of this Article, the unlawful provisions are not severable and the franchise agreement shall terminate and be of no force and effect. To the extent authorized by law, under such circumstance, franchisee shall remove all such facilities placed in the city right-of-way pursuant to the franchise agreement unless the parties agree on a new franchise agreement that is compliant with the then-existing law.

**Section 3. Franchise Nonexclusive and Revocable.**

In accordance with the City Charter, any franchise authorized by this article shall be nonexclusive and shall be revocable at the will of the Council.

**Section 2. Effective date.**

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

At a regular meeting of the City Council of Swartz Creek held on the 3rd day of December, 2018, Councilmember Cramer moved for adoption of the ordinance and Councilmember Farmer supported the motion.

The Mayor declared the ordinance adopted.

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David Krueger  
Mayor

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Connie Eskew  
Clerk

### **CERTIFICATION**

The foregoing is a true copy of Ordinance No. 438 which was enacted by the Swartz Creek City Council at a regular meeting held on the 3rd day of December, 2018.

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Connie Eskew  
City Clerk

Discussion Ensued.

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

### **RESOLUTION TO APPROVE DUES TO THE FLINT AREA NARCOTICS GROUP**

**Resolution No. 181203-09**

**(Carried)**

Motion by Councilmember Farmer  
Second by Councilmember Cramer

**WHEREAS**, the City of Swartz Creek provides police services via the Metro Police Authority of Genesee County by means of an interlocal agreement with Mundy Township, and

**WHEREAS**, the City of Swartz Creek has maintained membership in the Flint Area Narcotics Group as a means to provide additional support for investigations within the community, and

**WHEREAS**, the Metro Police also cooperates with FANG, but memberships remain a municipal feature, with municipal level appointees and participation, and

**WHEREAS**, the Metro Police Board and city staff believe that the membership participation, representative and costs remain under the purview of the local municipality.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Swartz Creek City Council approve the payment of \$7,850.60 to the Flint Area Narcotics Group (FANG) for annual dues and expenses, said payment to be apportioned by the City Treasurer.

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

**MEETING OPENED TO THE PUBLIC:**

Steve Shumaker, 7446 Country Meadow Drive, commented on the FANG membership.

**REMARKS BY COUNCILMEMBERS:**

Councilmember Porath commented on Mr. Zettel’s suit & tie.

Councilmember Cramer he had a great time at the tree lighting and the parade this past weekend. He also had a resident suggest we extend yard waste pick up.

Councilmember Farmer the festivities last weekend were grand. He suggested we make the festivities a weekend full of activities. .

Councilmember Hicks is glad she doesn’t have to the audit and is happy about the glowing report that our staff does and thanks everyone for doing such a good job.

Mayor Pro Tem Pinkston he likes the fact that a company as reputable as Plante Moran come in and thinks we are doing a great job. That is a great compliment the way this city is run.

Mayor Krueger commented on the electrical issues at the tree lighting ceremony and looking forward to having the updates done to Holland Square.

**ADJOURNMENT**

**Resolution No. 181203-10**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Farmer

**I Move** the Swartz Creek City Council adjourn the regular meeting at 9:17 p.m.

Unanimous Voice Vote.

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**David A. Krueger, Mayor**

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**Connie Eskew, City Clerk**

**Parking Enforcement Fines Agreement  
Between  
City of Swartz Creek and Metro Police Authority**

**THIS AGREEMENT** is made this     day of     , 2018 by and between the METRO POLICE AUTHORITY OF GENESEE COUNTY, (“Authority”), with principal offices at 5420 Hill 23 Drive, Flint, MI 49507 and the CITY OF SWARTZ CREEK, (“City”), with principal offices at 8083 Civic Drive, Swartz Creek, MI 48473.

**WHEREAS**, the Authority currently provides police services to the City for the benefit of the general public on a 24 hours per day 7 days per week basis;

**WHEREAS**, the City maintains ordinances to regulate and enforce parking provisions in public and private spaces and desires the enforcement of parking ordinances to be conducted by the Authority;

**WHEREAS**, fines assessed to parking violations are collected by the City’s “Parking Violations Bureau”;

**WHEREAS**, on August 13, 2018 the City transferred the Parking Violations Bureau from the City to the Authority by resolution No. 180813-8A of the City Council;

**WHEREAS**, the Authority has agreed to enforce the parking ordinances of the City and to oversee the operations of the City’s Parking Violations Bureau;

**WHEREAS**, the City agrees that any revenue collected by the Parking Violations Bureau, the City, or the Court, that relates to a parking violation that is being enforced by the Authority shall be transmitted to the Authority pursuant to this Agreement;

**WHEREAS**, in addition to the parking ordinances, the City maintains a code of ordinances to regulate various matters of public safety and welfare;

**WHEREAS**, the City desires the Authority to enforce the City’s code of ordinances at the direction of the City and the Authority desires to enforce the City’s code of ordinances as requested by the City;

**WHEREAS**, the City agrees to pay the Authority all of the revenue collected by the City arising out of the Authority’s enforcement of the City’s code of ordinances;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, it is agreed by and between the Parties as follows:

**Section 1: Adoption of Recitals.** All of the matters stated in the recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement as though fully set forth in their entirety herein, provided that in cases of conflict, provisions of this Agreement, other than matters stated in the recitals, shall control over matters stated in the recitals.

**Section 2: Parking Ordinance Enforcement.** The Authority agrees to enforce the parking ordinances of the City and to oversee the operation of the Parking Violations Bureau that was transferred to the Authority by City pursuant to resolution No. 180813-8A.

**Section 3: Payment.** The City agrees to pay the Authority all revenue received by the Parking Violations Bureau, the City, or the Court that relates to the enforcement of parking violations. The City shall pay the Authority any revenue received by the city, the court, or the Parking Violations Bureau if transferred back to the City, on a quarterly basis on the 1<sup>st</sup> day of January, April, July, and October each year that this Agreement is in effect.

**Section 4: Ordinance Code Enforcement.** The Authority and the City shall agree in writing which provisions of the City's code of ordinances that the Authority shall enforce on behalf of the City.

**Section 5: Payment – Ordinance Code Violations.** The City agrees to pay the Authority all revenue received by the City or the Court that relates to the Authority's enforcement of the City's code of ordinances pursuant to Section 4 of this Agreement. The City shall pay the Authority any such revenue collected for ordinance code violations on a quarterly basis being the 1<sup>st</sup> day of January, April, July, and October of each year this Agreement is in effect,

**Section 6: Breach of Agreement.** If the City or the Authority breach this Agreement, then either party may terminate this Agreement upon 30 days written notice, provided, however, that the breaching party shall have 15 days to cure the alleged breach after receiving the written notice to terminate.

**Section 7: Interpretation.** For purposes of interpretation of this Agreement, neither the City nor the Authority shall be deemed to have been the drafter of this Agreement.

**Section 8: Construction.** This Agreement has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the Parties hereto. Therefore, this Agreement shall not be construed against any party to this Agreement.

**Section 9: Modification.** This Agreement shall not be modified, altered, or amended except through a written amendment signed by the City and the Authority.

**Section 10: No Third-Party Beneficiaries.** This Agreement is not intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies of any kind or nature whatsoever.

**Section 11: Captions and Bylines.** The captions and bylines used in this Agreement are for the convenience of reference only and in no way define, limit or describe the scope of intent of any provision of this Agreement.

**Section 12: Addresses and Notice.** Unless otherwise provided herein, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called

“Notice”) herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party addressed to the party to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to City:

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

If to Authority:

Metro Police Authority of Genesee County  
Attn: Chief of Police  
5420 Hill 23 Drive  
Flint, MI 49507

The parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party hereto.

**IN WITNESS WHEREOF**, the Parties hereto acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the Agreement Date.

**THE CITY**

By: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

(OFFICIAL SEAL)

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_

**THE AUTHORITY**

By: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

(OFFICIAL SEAL)

**This Agreement was prepared by:**

McGraw Morris P.C.

Attorney Kevin Kilby (P68599)

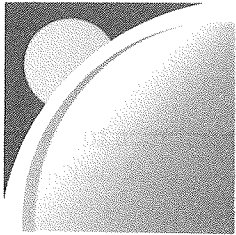
2075 West Big Beaver Road

Suite 750

Troy, Michigan 48084

(248) 502-4000

kkilby@mcgrawmorris.com



**ENERGY  
REDUCTION**  
COALITION  
A MICHIGAN NONPROFIT CORPORATION

Lighting Conversion Program Agreement

This *Agreement* is made between \_\_\_\_\_ (*Licensee*) and Energy Reduction Coalition (*ERC* or the *Licensor*). The *Agreement* is this document, including *Exhibit to LCA (Exhibit)* as referenced below. By their signatures below and for good and valuable consideration, the parties agree as follows:

At no charge to Licensee, ERC will assess Licensee’s indoor and outdoor lighting, model Licensee’s cost of lighting, and design a plan of conversion to more energy efficient lighting. See **Exhibit Section A “Lighting Assessment and Plan”**.

ERC shall pay the cost of purchasing and installing lighting which, at a minimum, will provide the *Licensee* with lighting cost reductions of 20% tripling to 60% for qualified interior lighting, and 10% tripling to 30% for qualified exterior lighting. Lighting for which ERC cannot achieve these levels of cost reduction will only be converted if *both* ERC and Licensee agree to a plan including such lighting. See **Exhibit Section B “Lighting Cost Reduction Standards”**.

ERC shall provide Licensee with a select inventory of replacement product and be responsible for the cost of maintaining lighting included in the Plan, both product and labor, as long as Licensee remains in the program and is not in default of this Agreement. This obligation applies even if the lighting is no longer under warranty. See **Exhibit Section C “Maintenance”**.

Licensee has the right but not the obligation to use the lighting. Licensee may purchase the lighting by paying the Buyout Cost at any time. Licensee may leave the Program by returning the lighting to ERC any time after two years from the date installation is complete. See **Exhibit Section D “Term and Termination”**.

Licensee agrees to pay ERC the excess benefit, if any, generated by the Conversion Plan. This amount will be forecasted and adjusted as required by changing circumstances after the end of each full calendar year. At no charge to Licensee, ERC shall measure and verify results of the Plan each calendar year. See **Exhibit Section E “Excess Benefit Calculation, Adjustment, and Invoicing”**.

This *Agreement* includes commercial terms and conditions as specified in **Exhibit Section F “General Terms and Conditions”**.

IN WITNESS WHEREOF, the parties acknowledge receipt, review and acceptance of *Exhibit to LCA*, and have executed and delivered this *Agreement* as of the listed dates:

**Licensee:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By(Print): \_\_\_\_\_ Its: \_\_\_\_\_

**Licensee: Energy Reduction Coalition**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By(Print): \_\_\_\_\_ Its: \_\_\_\_\_

**Exhibit to LCA Section A**  
**Lighting Assessment and Plan**

1. The **ERC Lighting Conversion Program** pays for the design, management, product, and installation to convert obsolete lighting to higher-efficiency lighting product(s) (**HELP**), such as an LED, CFL, T5, induction, or similar newer product(s) developed to be more energy efficient than lighting traditionally used before the year 2000.
2. The *Agreement* governs **Conversion Measures**, which are the removal of some or all of the *Licensee's* existing lighting products and the installation of *ERC Products* to replace them as needed. **ERC Products** are **HELP** and related products identified in the *Plan*, paid for by *ERC*, and which meet photometric and thermal quality/management standards of the Illuminating Engineering Society, Design Lights Consortium, Energy Star, and/or similar authorities. Conversion begins with a lighting assessment conducted by *ERC* to identify *Conversion Measures* with potential for reducing costs, followed by a plan of conversion, and installation based on the *Plan*, as approved by *Licensee*, which approval shall not be unreasonably withheld.

*Lighting Assessment*

3. To the extent appropriate for the project, *ERC* will pay for a lighting assessment of *Licensee's Premises* (the **Premises** are all buildings and areas owned or managed by the *Licensee*, unless stated otherwise, along with any other *Clarifications*, on one or more "Attachment to the Lighting Conversion Agreement: Clarifications" as described in paragraph 92).
4. To the extent *ERC* determines necessary, employees of *ERC* and/or independent contractors hired by *ERC* will inventory the interior and exterior, task and area luminaires at the *Premises*, identifying locations of luminaires, and for each luminaire, entering the hours of use (as specified by *Licensee*), luminaire type, type of lamps, watts per lamp, number of lamps per luminaire, height above the floor, ceiling height, obstructions to access, tube length (where relevant), whether the luminaire is controlled by a dimmer switch or a sensor (along with the type of sensor), *Licensee's* maintenance costs, and on what schedule or basis *Licensee* replaces non-functioning lighting equipment.
5. *Licensee* agrees to cooperate with *ERC* in completing the assessment by: making the *Premises* available during normal business hours and providing an escort with knowledge of operating hours, maintenance costs, and the schedule or basis for replacing non-functioning lighting equipment.
6. *Licensee* shall supply with this *Agreement* all information *Licensee* wishes *ERC* to use in the lighting conversion, if any, regarding the existing lighting system and any preferred new lighting products or preferred service providers. *Licensee* agrees to provide *ERC* all available information *Licensee* has regarding the most recent 24 months' electricity usage and power costs that might relate to its lighting system, including utility power bills or similar cost information, and any restrictions as to:
  - a. contractors and service providers permitted to work on the project,
  - b. *ERC Products* permitted to be installed as part of the project,
  - c. the time of day or day of week during which project work is prohibited or restricted, and
  - d. areas of the *Premises* with restricted access due to safety, confidentiality, or similar concerns.

*Plan of Conversion to HELP*

7. The information gathered during the assessment will be used by *ERC* to create a *Plan* of conversion to **HELP**. A **Plan** is a schedule approved by *ERC* (1) describing *Conversion Measures* the *Licenser* is willing to pay for that, when implemented and used by *Licensee*, are expected to reduce on an ongoing basis the *Licensee's* total cost of lighting from its calculated *Non-converted Lighting Cost* to a calculated *Post-conversion Lighting Cost*, generating a calculated net *Lighting Cost Reduction* for the *Licensee*, and (2) listing *Lighting Cost Reduction Rates* throughout the *Increasing Benefit Period*.
8. The **Increasing Benefit Period** is set by the *ERC* and is no longer than the kilowatt-weighted-average *Rated Life* in calendar years of the *ERC Products* to be installed as part of the *Conversion Measures*. The *Plan* includes a calculated



*Buyout Cost* and related initial monthly reduction to that *Buyout Cost*, as well as projections of the benefits of conversion.

9. At any time during this process, *ERC* in its discretion and with *Licensee's* permission, may install **Sample Products** which are *ERC Products* installed to allow the parties to see in advance the benefits of specific *Conversion Measures* in the *Plan*.

10. Within four weeks of receiving the initial *Plan*, *Licensee* may request the following **Exceptions** to the initial *Plan*: additional *Conversion Measures*, different contractors, or different *HELP*. Within four weeks of receiving requests for *Exceptions*, *Licenser* will produce an **Exceptions Plan** which contains the same type of information as the initial *Plan* but pertaining only to the *Exceptions* requested and which may have *Lighting Cost Reduction Rates* of 0% or lower.

11. If *Licensee* requests *Sample Products* of *Conversion Measures* in an *Exceptions Plan*, *ERC* shall inform *Licensee* of the cost of such *Sample Products* and if *Licensee* approves installation of such *Sample Products*, *Licensee* agrees to pay for them and the cost of their installation, to be reimbursed by *ERC* only if the *Exceptions* are approved by *Licensee*.

12. The *Exceptions* are not included in the *Plan* unless approved by *Licensee* by signing and returning the *Exceptions Plan*, or any *Plan* including the *Exceptions*, within thirty days of delivery of the *Exceptions Plan*.

13. *ERC* and *Licensee* shall determine the priority of *Conversion Measures* to be implemented as part of the *Plan*, taking into account the availability of products, installation capacity, the economic effect of the *Conversion Measures*, and the preferences of the *Licensee*. *ERC* shall exert its best efforts to begin implementation within one month of the delivery to *Licensee* of the most recent *Plan*.

14. *ERC* shall dispose of *Licensee's* existing lighting products that are removed during implementation of the *Plan* unless *Licensee* notifies *ERC* in writing to leave them on the *Premises* and there is no applicable utility incentive program that requires disposal of old lighting products.

15. *Licensee* shall cooperate with *ERC* in any manner necessary to allow *ERC* to fulfill its obligations under this *Agreement*, including providing within a week of request physical access to its facilities, personnel, and information, as well as signing documents as needed to apply for rebates and other incentives, permits, and other documents as necessary to fulfill this *Agreement*.

16. Both parties anticipate the possibility of adding lighting to the scope of work, changing products, and changing data such as costs, usage, and rated life. The parties acknowledge these changes will likely affect the *Lighting Cost Reduction*, *Excess Benefits*, optional *Buyout Cost*, and other calculated terms of this *Agreement* which appear in the *Plan*. The primary contact person appointed by *Licensee* is authorized by *Licensee* to make such requests on behalf of *Licensee*.

17. At any time, *ERC* may provide an updated *Plan* to *Licensee* to reflect changes as described above. Any such changes shall be deemed acknowledged by *Licensee* unless and until the cumulative changes since the most recent *Plan* acknowledged by *Licensee* increase the optional *Buyout Cost* or initial *Excess Benefit* payment by more than 10%. *Licenser* agrees to refrain from implementing changes in excess of this 10% contingency unless acknowledged by *Licensee* by signing and returning a *Plan* including these changes.

18. *Licensee* shall notify *ERC* and provide updated data any time (including after conversion) it knows of any change to the data provided by *Licensee* for any *Plan* created pursuant to this *Agreement*.

19. From time to time, *ERC* shall provide to the *Licensee* a detailed updated *Plan* specifying the *Conversion Measures* installed, with calculated *Increasing Benefit Period*, *Buyout Cost*, *Non-converted Lighting Cost*, *Post-conversion Lighting Cost*, *Lighting Cost Reduction*, *Lighting Cost Reduction Rates*, and *Excess Benefits*. The *Plan* and all its calculations may be updated by *ERC* at its discretion or whenever new information affecting the calculations becomes known or *ERC* implements any changes to the lighting or maintenance of existing lighting at the request of the *Licensee*.

**Exhibit to LCA Section B**

**Lighting Cost Reduction Standards**

20. For retrofit components of a project, the initial *Plan* will provide the *Licensee* with minimum initial *Lighting Cost Reduction Rates* as stated below, and final *Lighting Cost Reduction Rates* at least triple the minimum initial *Lighting Cost Reduction Rates*. **Peak Hours** are from 1 PM to 7 PM, Monday through Friday, except holidays, unless defined otherwise by the *Licensee's* electricity provider.
- a. If the non-converted lighting product is not a *HELP*, is installed less than 15 feet off the floor or ground, has a wattage less than 150 watts, is operated for more than 1,000 hours per year and this operating period includes at least half of the *Peak Hours*, the minimum initial *Lighting Cost Reduction Rate* is 20%.
  - b. If the non-converted lighting product is an LED product, or is a non-LED *HELP* and operated less than 5,000 hours per year, or is not a *HELP* and operated less than 1,000 hours per year, the minimum initial *Lighting Cost Reduction Rate* = 0%.
  - c. If not included above, the minimum initial *Lighting Cost Reduction Rate* is 10%.
21. For new construction components of a project, the *Licensee's* planned lighting system will be used as the non-converted system, and the *Licensee* shall pay upfront to *ERC* the *Planned Cost %* of its *Planned Costs*. **Planned Costs** is the budgeted total cost of portions of a planned new construction lighting system that are replaced with *ERC Products* in a *Plan*. **Planned Cost %** is the percentage (no less than 0% and no more than 100%) of *Planned Costs*, as determined by *ERC*, the *Licensee* is charged by, and pays upfront to, *ERC* as part of a new construction components of the conversion project.
22. For new construction components of a project, the minimum *Lighting Cost Reduction Rates* in an initial *Plan* are half those of a retrofit component of a project, each multiplied by the *Planned Cost %*.
23. To achieve these minimum *Lighting Cost Reduction Rate* goals, the initial *Plan* may not include converting every lamp on the *Premises*. The initial *Plan* and any other subsequent *Plan* that achieves these goals is called a **Standard Plan**. *Licensee* will have the opportunity to request modifications to the initial *Plan*.

**Exhibit to LCA Section C**

**Maintenance**

24. *ERC* shall provide to the *Licensee*, at no cost, a select inventory of *ERC Product* to replace installed *ERC Product* owned by *ERC* that fails while this *Agreement* is in force. *ERC* shall replenish the on-site inventory as soon as practicable if and when it is properly used pursuant to this *Agreement* and *ERC* is notified of its use.
25. Until the *Termination Date*, *ERC* shall resupply at no cost to the *Licensee* all replacement *ERC Product* needed to maintain the *Conversion Measures* identified in the *Plan*, provided such fail in the normal course of operation and the *ERC Product* is owned by *ERC*, and reimburse to the *Licensee*, through the calculation of *Excess Benefits*, the *Post-conversion Maintenance Cost* and the *Post-conversion Disposal Cost* needed to maintain those *Conversion Measures*.
26. *Licensee* agrees to provide suitable safe and secure storage for the on-site inventory, which remains the property of *ERC*, and notify *ERC* when product is taken out of inventory. Failed *ERC Product* shall be retained by *Licensee* until *ERC* authorizes disposal or requests return to *ERC* (credit for shipping charges as provided in this *Agreement*).
27. Except when exercising its option to purchase *ERC Products*, the *Licensee* shall acquire no ownership, title or other property rights in the *ERC Products* by reason of this *Agreement*.

## Exhibit to LCA Section D

### Term and Termination

28. The initial **Term** of this *Agreement* is two years from the date installation of the *Conversion Measures* is complete as indicated on the *Plan* prepared by ERC. After the initial term, this *Agreement* automatically renews for successive one-month terms until terminated as provided elsewhere in this *Agreement*. There is no unconditional obligation to render payments to ERC; the *Licensee* is subject only to a conditional obligation to render payments if *Excess Benefits* are generated through the voluntary use of the *ERC Products*.

29. As long as *Licensee* is not in breach of this *Agreement* and until the *Termination Date*, ERC grants to *Licensee* a license to use the *ERC Products* and any replacements for the original *ERC Products*. This *Agreement* entails no consideration for conferring to *Licensee* the right to use the *ERC Products*, and there are no minimum payments due for periods when the *Licensee* chooses to refrain from using the *ERC Products*. Consideration in this *Agreement* is due for actual use of the *ERC Products*, which use can be terminated by *Licensee*, in its sole discretion, at any time, without notice and without penalty, with no payments due for the unused periods.

30. The **Review Period** begins on the last day of the month of completion of installation and ends one year later.

a. If there are approved *Exceptions*, the *Licensor* may extend the *Review Period* until such time as the net difference in *Excess Benefits* between the *Plan* and the initial *Plan* allow the *Licensor* to recoup the difference between the *Buyout Cost* of the *Plan* and the *Buyout Cost* of the initial *Plan*, plus 1% per month compounded on the balance not yet recouped.

#### *Termination by Licensee*

31. At the end of the *Review Period*, with respect to not less than all *ERC Products* owned by ERC, the *Licensee* may terminate this *Agreement* by doing all of the following:

- a. giving written notice of intent to terminate with an effective date at least one year later than the date the notice is received by ERC,
- b. paying to ERC all *Excess Benefits* when due up to and including the *Termination Date*, and
- c. uninstalling all *ERC Products* on the effective date of termination and delivering them to ERC in no less than *Useful Form* within one week of the effective date of termination.

32. At any time after completion of installation, *Licensee* may terminate this *Agreement* by purchasing from ERC its interest in not less than all *ERC Products* by doing all of the following:

- a. paying to ERC all *Excess Benefits* when due up to and including the date *Licensee* delivers payment of the *Buyout Cost* to ERC, and
- b. paying to ERC the *Buyout Cost* by delivery of a bank cashier's check in the full amount of the *Buyout Cost*.

33. The **Buyout Cost** is the sum of the installed conversion cost of each *ERC Product* (identified in the most recent *Plan*), multiplied by 100% minus a percentage no less than 0% and no greater than 100%; this percentage is the number of hours of use already billed and paid for by the *Licensee* since the installation date of the *ERC Product* divided by the rated life of that *ERC Product* as reported by the manufacturer.

34. The **Rated Life** of an *ERC Product* is the manufacturer's reported rated life of the product in hours of operation divided by its number of hours of operation per year in the context of *Licensee's* lighting system.

35. **Useful Form** means appropriately packaged and in good operating condition excepting normal wear and tear for the number of hours incorporated in the *Excess Benefits* paid, for all *Billing Periods* through the effective date of termination. The determination of the condition of *ERC Products* shall be reasonably made by ERC and subject to *Licensee's* review.

36. This *Agreement* may not be terminated by action of the *Licensee* unless and until the *Licensee* is in full compliance with this *Agreement* and has timely fulfilled all requirements to effect the termination.

37. *Licensee* may at any time, including at the time of payment of *Excess Benefits*, pay to *Licensor* additional payments which shall be applied to the optional *Buyout Cost*. The amount of additional payment divided by the *Buyout*

Cost at that time shall be the incremental percentage of the *ERC Products* purchased by *Licensee*. At such time as the cumulative percentage of *ERC Products* purchased in this fashion equals 100%, the *Licensee* shall have satisfied provision 5(b) of Exhibit D. Prior to that time, to the extent *Licensee* has purchased a partial interest in the *ERC Products*, *Licensee* shall be credited with a portion of *Excess Benefit* payment due in proportion to its cumulative share of *ERC Products*, and shall be charged that same proportion of any maintenance or replacement costs incurred by the *Licensor* with respect to *ERC Products*.

#### *Termination by Licensor*

38. *ERC* may terminate this *Agreement* with respect to all or any portion of the *ERC Products* by giving five business days advance notice if the *Licensee* is delinquent for two *Billing Periods* or more on any payments due *ERC* under this *Agreement*. Such termination does not relieve *Licensee* of its obligations under this *Agreement*. Upon such termination, *ERC* may demand return of the *ERC Product* owned by *ERC* in *Useful Form* or payment of the *Buyout Cost*, at *ERC's* election, within twenty days of the date of notice of termination.

39. *ERC* may terminate this *Agreement* as to any *ERC Product* which is no longer used at least 80% of the time per month as previously indicated in a *Plan* upon written notice effective after a time period equal to one year multiplied by the ratio of the current paid time of use of that *ERC Product* to the time of use of that *ERC Product* previously indicated in a *Plan*. Upon the effective date of such a termination or sooner at *Licensee's* option, *Licensee* agrees to return the *ERC Product* owned by *ERC* in *Useful Form* to *ERC* or pay to *ERC* the *Buyout Cost* of such *ERC Product*, as elected by *ERC*.

40. *ERC* may terminate this *Agreement* immediately if the *Licensee* becomes insolvent or any bankruptcy, receivership or insolvency proceeding is instituted by or against the *Licensee*. *ERC* may elect to demand return of the *ERC Product* owned by *ERC* in *Useful Form* to *ERC* or payment to *ERC* of the *Buyout Cost* of the *ERC Product*.

41. *Licensee* shall pay all costs of removal and delivery of the *ERC Products*, in *Useful Form*, to the order of *ERC* for any termination return of product.

42. *ERC* may terminate this *Agreement* at any time and immediately transfer to the *Licensee*, *ERC's* interest in any or all of the *ERC Product* owned by *ERC* without any consideration required and without notice. Such termination relieves *ERC* of any further obligation under this *Agreement*.

43. Termination by *ERC* of this *Agreement* does not relieve *Licensee* of any of its obligations under this *Agreement* unless and until *Licensee* has paid to *ERC* all *Excess Benefits* when due and, as elected by *ERC*, either returned the *ERC Product* owned by *ERC* to the order of *ERC* in *Useful Form* or paid to *ERC* the *Buyout Cost* of the *ERC Product*.

44. **Termination Date** means the date on which this *Agreement* is terminated in compliance with its terms. This *Agreement* can be cancelled by either party according to the provisions above. At any given time, without notice and without penalty, the *Licensee* may unilaterally terminate its use of *ERC Products* and after this termination of use have no obligation to render payment to *ERC* other than for *Excess Benefit* payments due because of prior use and prior payment record.

#### *Responsibility for ERC Products*

45. Upon termination of this *Agreement* in any manner, and unless otherwise provided, the *ERC Products* must be purchased or returned to *ERC* in *Useful Form* no later than four weeks after the effective date of termination. If the *Licensee* or any guarantor of this obligation fails to timely return the *ERC Products* in *Useful Form*, then *ERC* may declare the *Licensee* and any guarantor in default and shall be entitled to be reimbursed by the *Licensee* or any guarantor for all actual costs of removal, transportation and re-stocking of the *ERC Products*, as well as for the *Buyout Cost* of any *ERC Product* not returned or recovered in *Useful Form*, which reimbursed amount is due within one week of the invoice date.

46. *Licensee* shall cooperate with *ERC* in any way necessary for *ERC* to perfect *ERC's* right to recover the *ERC Product*. If the *Licensee* fails to return the *ERC Product* upon termination of this *Agreement*, if so required by this *Agreement*, the *Licensee* hereby grants *ERC* and its agents access to and the right to enter upon any premises of the *Licensee* to remove any and all *ERC Product* without hindrance or delay of any kind. This grant of access does not relieve the *Licensee* of its obligation to return the *ERC Products* to *ERC*.

## Exhibit to LCA Section E

### Excess Benefit Calculation, Adjustment, and Invoicing

47. In exchange for ERC's implementation of the Plan, Licensee agrees to pay to ERC the *Excess Benefit* for each *Billing Period* until the *Termination Date*. Because the *Excess Benefit* is based on actual use of ERC Products, which use Licensee has the right to change or terminate at any time, the *Excess Benefit* for any *Billing Period* cannot be known until after the *Billing Period* in question. For operational expediency, the parties agree Licensee shall pay to Licensor a *Projected Excess Benefit* calculated in the same manner as *Excess Benefits*, but based on the most recent projected usage data and detailed on the most recent *Plan*. This *Projected Excess Benefit* payment may be partially or fully returned to the Licensee through *Prior Period Adjustments* based on subsequent actual usage. It is understood that any calculation of or reference to *Excess Benefit* for a given *Billing Period* in advance of knowledge of the actual usage of ERC Products during that *Billing Period* constitutes a calculation of or reference to *Projected Excess Benefit*, even if the adjective "Projected" is omitted.

48. On or about the end of each year following completion of installation and at the time of termination, or more frequently at ERC's discretion, ERC shall re-calculate the *Excess Benefit* for subsequent *Billing Periods* based on an updated *Plan* and taking into account any *Prior Period Adjustments* and changes in *Non-converted Lighting Costs* and *Post-conversion Lighting Costs*, changing invoices as appropriate. To provide an accurate updated *Plan*, ERC will request from Licensee data regarding any changes in hours of use or changes in operating costs. For any information requested that is not received within one month by ERC, ERC shall use hours of use that are unchanged or changed based on changed kilowatt-hours billed by the electricity provider, and increase the prior year's cost data by the higher of 3% or the annual inflation rate calculated using the Consumer Price Index reported most recently by the U.S. Labor Department's Bureau of Labor Statistics.

49. *Excess Benefit* payments for a *Billing Period* are due by the 28<sup>th</sup> day after the start of that *Billing Period* by Automated Clearing House (ACH) transfer or by the 21<sup>st</sup> day after the start of that *Billing Period* if paid with a check drawn on a U.S. bank.

50. The ***Billing Period*** is the calendar month, adjusted as follows for the first and final month of the *Plan*: the first *Billing Period* begins on the day following the first day any ERC Product is installed and the final *Billing Period* ends on the *Termination Date*.

51. If an *Excess Benefit* is not paid in full by its due date, the *Excess Benefit* will be recalculated using a *Lighting Cost Reduction Rate* reduced by an absolute 0.10% (one-tenth of one percent) for each day the *Excess Benefit* payment is delayed. This recalculated *Excess Benefit* shall be paid for a number of *Billing Periods* equal to the number of days of payment delay.

#### *Calculation of Excess Benefit*

52. ***Excess Benefit*** is stated on the most recent *Plan* and equals the greater of zero dollars or the Licensee's:

#### *Non-converted Lighting Cost*

minus the *Lighting Cost Reduction*, and

minus all *Post-conversion Lighting Costs*, and

plus or minus any *Prior Period Adjustments*

53. ***Non-converted Lighting Cost*** equals the calculated total lighting cost of the Licensee in the relevant period had the Licensee not participated in this *Agreement*, based on the luminaires the Licensee had prior to conversion under this *Agreement* with quantities needed to achieve the lighting performance requested by the Licensee at any time, the actual lighting hours of use and power cost rates known at the end of the relevant period, every luminaire being fully operational at all times, and the maintenance protocol most recently stipulated by the Licensee. ***Non-converted Lighting Cost*** equals the sum of:

a. ***Non-converted Electricity Cost*** – If the existing lighting system has segregated electricity billing, ERC will use that cost as the basis of the *Non-converted Electricity Cost*. If not, ERC will calculate the *Non-converted Electricity Cost*

based on all applicable data such as the number and type of lighting fixtures, their wattage, their hours of operation, and the cost of electricity as quoted by the electricity supplier.

b. **Non-converted Replacement Cost** – If the *Licensee* supplies complete and accurate information, *ERC* will use the *Licensee's* current data regarding the replacement product cost of lamps and ballasts. If not, *ERC* will calculate the *Non-converted Replacement Cost* based on all applicable data such as the number and type of lighting fixtures, their *Rated Life*, hours of operation, and the full cost of individual replacement products (as provided by *Licensee* or national sources).

c. **Non-converted Disposal Cost** – If the *Licensee* supplies complete and accurate information, *ERC* will use *Licensee's* data regarding the cost to dispose of products. If not, *ERC* will calculate the *Non-converted Disposal Cost* based on all applicable data such as the number and type of lighting products, their *Rated Life*, their hours of operation, and the average all-in cost per product to legally dispose of that product (as provided by *Licensee* or local trash haulers).

d. **Non-converted Maintenance Cost** – If the *Licensee* supplies complete and accurate information regarding their lighting system maintenance cost, *ERC* will use that data for *Non-converted Maintenance Cost*. If not, *ERC* will calculate the *Non-converted Maintenance Cost* based on all applicable data such as the number and type of lighting fixtures, their *Rated Life*, their hours of operation, the typical amount of time and equipment it takes to maintain that type of fixture, and the average all-in cost of maintenance labor and equipment per unit time (as provided by the *Licensee* or national authorities).

54. **Lighting Cost Reduction** – the *Non-converted Lighting Cost* multiplied by the *Lighting Cost Reduction Rate*.

55. **Lighting Cost Reduction Rate** – the percentage of the *Non-converted Lighting Cost* eliminated during a given *Billing Period* as a result of implementation of the *Plan*. The schedule of numerical values of *Lighting Cost Reduction Rates* is listed in the *Plan* under the heading “*Lighting Cost Reduction Rate*” for each *Billing Period*.

56. **Post-conversion Lighting Costs** – The sum of *Post-conversion Electricity Cost*, *Post-conversion Disposal Cost*, *Post-conversion Maintenance Cost* and *Post-conversion Shipping Cost*, calculated at the end of each fiscal year with payment modifications due to any change in use or costs.

a. **Post-conversion Electricity Cost** – If the converted lighting system has segregated electricity billing, *ERC* will use that cost as the basis of the *Post-converted Electricity Cost*. If not, *ERC* will calculate the *Post-converted Electricity Cost* based on all applicable data such as the number and type of lighting fixtures, their wattage, their hours of operation, and the cost of electricity as quoted by the supplier.

b. **Post-conversion Disposal Cost** – the disposal costs incurred by *Licensee* for disposing of *ERC Products*.

c. **Post-conversion Maintenance Cost** – If *ERC* pays directly for the labor and equipment costs of the converted lighting system, the *Post-conversion Maintenance Cost* shall be zero. If the *Licensee* pays a contractor approved by *ERC* for maintenance of *ERC Products*, the *Post-conversion Maintenance Cost* shall be the amount so paid. If the *Licensee* provides its own maintenance service, *ERC* will calculate the *Post-conversion Maintenance Cost* as agreed by the *Licensee*.

d. **Post-conversion Shipping Cost** – standard shipping charges incurred by *Licensee* for shipping failed *ERC Products* to *ERC*.

57. **Prior Period Adjustments** – Adjustments made in the calculation of the next year’s *Excess Benefits* to offset any overpayment or under payment of *Excess Benefits* from prior periods due to (1) differences between estimates of parameters (such as hours of use and electricity costs) and projections of *Lighting Cost Reduction Rates* based on estimates of parameters used to calculate *Excess Benefits* and realized values of those parameters and *Lighting Cost Reduction Rates* and (2) credits due *Licensee*. If the *Excess Benefits* were too high (or low) for prior *Billing Periods*, then the cumulative amount too high (or low) plus any credits due *Licensee* will be divided by the number of *Billing Periods* remaining in the current or next calendar year and used to reduce (or increase) these subsequent *Excess Benefits*.

*Credits against Future Excess Benefit Payments*

58. **Inventory Credit** – *ERC* shall provide a credit against future *Excess Benefits* of 1% of the prevailing *Buyout Cost* of an *ERC Product* for each business day in excess of ten days that the product is needed for installation but not

resupplied, is immediately available from suppliers, was part of the initial *Plan*, and was listed on a written request received by *ERC* from the *Licensee* for resupply of inventory.

59. **Shipping Credit** – *ERC* shall provide a credit against future *Excess Benefits* in an amount equal to the shipping cost incurred by the *Licensee* associated with the shipping of any *ERC Product* that fails in the ordinary course of operation during the term of this *Agreement*.

60. **Maintenance Credit** – If the *Licensee* incurs maintenance costs to replace an *ERC Product* which failed in normal use, *ERC* shall provide a credit to the *Licensee* against *Excess Benefits* as specified in this *Agreement* and in the amount calculated in the *Plan* for maintenance of that particular *ERC Product*.

61. All credits against *Excess Benefits* provided for in this *Agreement* shall be applied as part of *Prior Period Adjustments* over the remainder of the current or next calendar year.

**Exhibit to LCA Section F**  
**General Terms and Conditions**

62. *Licensee* authorizes *ERC* to cause to be filed or recorded any statement or instrument in respect of this *Agreement* showing the interest of *ERC* in the *ERC Products*, including Uniform Commercial Code Financing Statements, and to execute and deliver, within two business days of receipt from *ERC*, any statement or instrument requested by *ERC* for such purpose.

63. *Licensee* agrees to protect and defend, at its own expense, *ERC's* title against all persons or entities claiming against or through *Licensee*, always keeping the *ERC Products* free from any legal process or encumbrance whatsoever, including but not limited to, liens, attachments, levies and executions, and shall give *ERC* immediate written notice thereof and shall indemnify *ERC* from any loss caused thereby.

a. *ERC* shall have the option, but not the obligation, to cause any such legal process or encumbrance to be released and discharged, and in such case, *Licensee* shall reimburse *ERC* for any amounts expended, including reasonable attorneys' fees, within seven days after receipt of an invoice thereof.

64. *Licensee* shall not, nor allow others to, damage or remove or uninstall the *ERC Products*, including bulbs and lamps and fixtures, from the time *ERC Products* are installed until the *Termination Date*, except as needed to replace the *ERC Products* with other *ERC Products* as provided under this *Agreement*, or on the *Termination Date* to return them to *ERC*.

65. *ERC Products* directly purchased by *ERC* are and shall remain personal property of *ERC* even if installed or attached to real property, or embedded in, permanently resting on, or used as part of real property.

66. If the *ERC Products* are installed on leased premises, *Licensee* shall obtain, within five business days of receipt of the form supplied by *ERC*, a waiver of landlord's / mortgagee's lien.

67. In the event any court of law, including, but not limited to the U.S. Bankruptcy Court, should determine that notwithstanding the parties' intentions, this *Agreement* should be re-characterized as a financing transaction, then, *Licensee* does hereby grant to *ERC* a security interest in the *ERC Products* to secure all obligations of *Licensee* to *ERC*.

68. To the extent legally possible, *Licensee* grants *ERC* and its agents authority to enter the *Premises* to install or remove *ERC Products* in accordance with this *Agreement*, including if *Licensee* fails to pay the *Excess Benefits* invoiced by *ERC* and does not return the *ERC Products*.

69. *Licensee* agrees to pay *ERC* the current cost for *ERC Products* shipped to *Licensee* to replace *ERC Products* which have failed for reasons other than manufacturing defect or as a result of normal use.

70. To the extent possible, *Licensee* agrees to name *ERC* as the recipient of any lighting conversion incentives or rebates associated with the *Conversion Measures* undertaken pursuant to this *Agreement*, and to the extent that is not possible or in the event *Licensee* receives a check or other payment for a rebate and/or other third-party benefits resulting from *Conversion Measures* undertaken pursuant to this *Agreement*, *Licensee* agrees to endorse the check to the order of *ERC* and forward it to the order of *ERC*. If the benefit is made available to *Licensee* in a form other than a check, *Licensee* agrees to pay within three business days to *ERC* an amount equivalent to the benefit, such that after

accounting for the payment to *ERC*, *Licensee's* net benefit from this *Agreement*, after accounting for tax, is identical to what it would have been if there had been no receipt of the non-check benefit and no related payment to *ERC*.

71. *Licensee* shall continue to pay its electricity bills directly and provide a copy of same to *ERC* every month.

72. Within one week of receipt of a *Plan*, *Licensee* shall provide *ERC* a certificate of additional insured naming *ERC* as an additional named insured to its property and casualty insurance contract covering the *Premises* for an amount at least equal to the *Buyout Cost*.

73. In order to allow *ERC* to receive ongoing funding to support its mission, *Licensee* shall deliver to *ERC* with this *Agreement*, and each year thereafter within 120 days after *Licensee's* fiscal year-end, financial statements which are readily available to *Licensee* and reasonably required by any bank funding *ERC*.

74. Defined Terms. Terms which are capitalized and italicized have defined meanings which apply whenever such terms appear in this *Agreement* or any of its Exhibits. These terms appear in bold type when first defined.

75. Entire Agreement. This *Agreement* constitutes the entire agreement between the parties as to its subject matter. No oral or written agreements, practice, or course of dealing between the parties relating to the subject matter shall supersede this *Agreement*.

76. Amendment. None of the terms and provisions of this *Agreement* may be modified or amended in any way except by an instrument in writing executed by each party.

77. Agreement Interpretation. The parties represent that the *Agreement*, and any addenda and/or attached exhibits, have been reviewed by each party and each party has had sufficient opportunity to obtain legal counsel on matters of contract interpretation and performance. Furthermore, the parties agree that this *Agreement* shall not be interpreted more harshly against one party merely because that party was the original drafter of the *Agreement*.

78. Section Headings. The section headings of this *Agreement* are for the convenience of the parties only and in no way alter, modify, amend, limit or restrict contractual obligations of the parties.

79. Severability. If any one or more of the provisions of this *Agreement* should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected, impaired or prejudiced, except to the extent doing so would offset the impact of removing the invalid, illegal, or unenforceable provisions.

80. Force Majeure. Neither party shall be liable to the other for any loss of business or any other damages caused by an interruption of this *Agreement* when the interruption is due to: war, rebellion, act of terror or insurrection; an act of God, severe weather, or natural disaster; fire, government statute, order or regulation prohibiting the performance of this agreement; riots, strikes, labor stoppages, lockouts or labor disputes; utility outages; or other causes beyond the reasonable control of the parties to the extent such occurrences are not caused by the actions of the party seeking relief under this section.

81. Assignment. Neither party may assign this *Agreement* without prior written consent from the other party, which shall not be unreasonably withheld, provided that *ERC* may assign this *Agreement* upon 15 days' notice to the *Licensee* without consent to *ERC's* lender or to parties related to *ERC* who have the ability, financial resources and technical resources to perform *ERC's* duties and obligations.

82. Waiver. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this *Agreement* will not be construed as a waiver of any subsequent breach nor affect the validity and operation of this *Agreement*, nor prejudice either party with regard to any subsequent action.

83. Applicable Law and Choice of Forum. This *Agreement* and all related documents, and all matters arising out of or relating to this *Agreement*, are governed by, and construed in accordance with, the laws of the State of Michigan, without regard to its conflict-of-laws provisions to the extent that those principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Michigan. Venue for any litigation or dispute resolution involving this agreement shall be in Oakland County, Michigan.

84. Notices. Any notice or other communication required or permitted shall be sufficiently given if in writing and delivered personally or sent by confirmed facsimile transmission, overnight courier (charges prepaid), registered mail



or certified mail (postage prepaid with return receipt requested) addressed to the party's principal place of business (attention to the Treasurer) or to such other address of which the parties may have given notice. Unless otherwise specified, notices shall be deemed received (i) on the date delivered, if delivered personally or by confirmed facsimile transmission; (ii) on the next business day after deposit with an overnight courier; or (iii) the day actually received, if sent by registered or certified mail.

85. Procedures upon Default. The non-defaulting party may not implement dispute resolution until providing the defaulting party a Default Notice and an opportunity to cure the default. The notice shall describe the nature of the default in reasonable detail and provide 30 days from the date deemed received to cure the default.

86. Remedies upon Default. In addition to any other remedies available to the parties at law, in equity or under the terms of this *Agreement*, including provisions for dispute resolution, *ERC* shall have at all times the right to perfect a Uniform Commercial Code security interest in the *ERC Product*. In addition, at any time when the *Licensee* is in uncured default under this *Agreement* or this *Agreement* has been terminated, the *Licensee* hereby grants to *ERC* and agrees to facilitate *ERC's* right to enter upon any premises of the *Licensee* for the purpose of removing any and all *ERC Product* without hindrance or delay of any kind.

87. Dispute Resolution. All disputes, controversies, or claims arising out of, in connection with, or relating to this *Agreement* or any breach or alleged breach of the *Agreement*, and any claim that either party violated any state or federal statute or state common law doctrine or committed any tort in relation to this *Agreement* shall, upon the request of either party, be submitted to and settled by private arbitration using the appropriate rules then in effect and the services of the American Arbitration Association (except any rules of the American Arbitration Association regarding the allocation of arbitration fees and expenses) in Oakland County, Michigan (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). The parties specifically agree to arbitration in a joint proceeding for all common issues and disputes before one mutually agreeable arbitrator. If the parties are unable to select an arbitrator within ten business days of notice of intent to arbitrate, then the selection procedures and the services of the American Arbitration Association shall be utilized by the parties. This agreement to arbitrate may be specifically enforceable by any court of competent jurisdiction. The parties also specifically agree:

a. The arbitrator shall have no power to add to, subtract from, or alter the terms of this *Agreement*, and shall make a written decision setting forth findings and conclusions only about the claims or disputes at issue. The expenses of any arbitration shall be born equally by the parties to such arbitration, and each party shall pay for and bear the costs of its own experts, evidence, and attorneys' fees.

b. Any award by the arbitrator shall be final and conclusive upon the parties and a judgment may be entered in the highest court for the forum, state or federal, having jurisdiction. After the entry of an arbitral award the non-prevailing party shall have thirty days after it receives notice of the award to fully comply with the award. A judgment shall not be entered to enforce the award until the non-prevailing party has had an opportunity to comply with the arbitral award according to this provision, and shall not be entered at any time if the non-prevailing party fully complies with the award. The obligation to arbitrate all disputes between the parties shall not preclude *Licensor* from seeking provisional relief in a court of law, such as injunctive orders, to enforce compliance with *Licensor's* right to enter the *Premises* to recover *ERC Products*, pending the award of the arbitrator.

c. These terms of Dispute Resolution shall survive the termination of this *Agreement*.

d. *Licensee* agrees that the arbitrator may issue orders for provisional remedies, including interim awards, as the arbitrator finds necessary to protect the effectiveness of the arbitration proceeding to the same extent and under the same conditions as if the controversy were the subject of a civil action, including, but not limited to, orders preventing the *Licensee* or others from moving the *ERC Products* from their original sites of installation and allowing the *Licensor* to enter the *Licensee's* premises for the purpose of removing the *ERC Products* without hindrance or delay of any kind.

88. Employee Recruitment. The parties agree that their respective employees are critical to their operations and to refrain from engaging or hiring in any capacity employees of the other during the term of this *Agreement*, and for a period of 52 weeks following termination of this *Agreement*. Should either party violate this paragraph, the violating party will pay to the other an amount equal to 50% of that employee's annualized compensation. These terms of Employee Recruitment shall survive the termination of this *Agreement*.

89. Binding Authority. The parties acknowledge they are in good standing in the jurisdiction of their origin, and the person signing below has express authority to execute this *Agreement*. *Licensee* represents it has full right and lawful authority to enter into this *Agreement*, and in so doing violates no existing agreement of *Licensee*.

90. Confidential Information. **Confidential Information** means all *Plans* produced at any time in conjunction with this *Agreement*. The *Confidential Information* belongs to *ERC*. *Licensee* agrees that it will not modify, reverse engineer, de-compile, create other work forms, or disassemble any software programs or files contained in the *Confidential Information*. *Licensee* shall not disclose the *Confidential Information* to any third party unless required in response to a Freedom of Information Act request and shall promptly provide *ERC* with copies of any such requests that are received, with the only other allowed disclosures being to *Licensee's* employees or agents on a need-to-know basis and to *Licensee's* legal counsel, auditors, accountants, and other consultants on the explicit understanding that they are bound by a duty not to use the *Confidential Information* for any purpose other than advising the *Licensee*. The *Confidential Information* shall remain the property of *ERC* indefinitely.

91. Professional Advice. Nothing in this *Agreement* shall constitute legal, accounting or other professional advice from *Licensors* to *Licensee*. Each party has had adequate opportunity to seek legal, accounting or other professional advice as it sees fit. *Licensee* acknowledges that it has received sufficient information to evaluate the *ERC Lighting Conversion Program* and considers it to be appropriate for *Licensee*.

92. *Licensee* shall provide the following information as soon as possible after contract signing: confirmation of whether or not the *Licensee* is a 501(c) tax exempt organization; state registration number, if any; tax identification number; and primary contact name and contact information. At any time, the most-recently named primary contact shall be the *Licensee's* authorized representative for all purposes of this *Agreement*.

93. Clarifications. The scope of work and premises of work are all lighting in or about buildings and areas owned or managed by *Licensee* unless stated otherwise, along with any other **Clarifications**, on one or more "Attachment to the Lighting Conversion Agreement: Clarifications" as signed by *Licensee* and *Licensors*. Any such *Clarifications* are incorporated in and modify the terms of this *Agreement*.

BID TABULATION SHEET

Opened by: Deanna  
 Witness: Connie  
 City Council Packet

11/28/18  
 Date: 10/24  
 Time: 10:14 AM  
 Opened at: City Hall

Name and address of bidder	Bid Amount	Remarks
Bedrock Building Inc 5136 N. Linden Rd. Platt, MI. 48804	\$128,750.00	

**BID FORM  
REHABILITATION OF COMMERCIAL BUILDING  
LOCATED AT 8002 MILLER ROAD  
SWARTZ CREEK, MICHIGAN**

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

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Project: Swartz Creek Neighborhood Stabilization Building Renovation Program  
8002 Miller Road, Swartz Creek, Michigan

Name of Bidder: BEDROCK BUILDING, INC

Address: 5136 N. Linden Road Flint, MI 48504

Telephone: 8106910808 Date: 11.27.2018

To: City Manager, City of Swartz Creek

I, the undersigned, have received the Scope of Work for the Renovation Work on the above named project from the City of Swartz Creek. I have also included all their provisions and costs in my Bid. Having carefully considered and examined all Contract Documents, having visited the site and examined all conditions affecting the work, I submit the following Bid and hereby agree:

1. To furnish all labor, services, material, equipment and coordination of trades required to perform all work in strict conformance with the Contract Documents, including all commissions, overhead, taxes, fees and profit.
2. To complete the work by the time stipulated on the Proposal Form and under the conditions as outlined in the Contract Documents.
3. To hold my Bid open for a maximum period of sixty (60) days.

**BASE BID: Proposal for the Work of Building Rehabilitation Project at 8002 Miller Road, Swartz Creek, MI as outlined in the attached scope of work.**

ONE hundred twenty eight thousand seven hundred FIFTY AND <sup>00</sup>/<sub>100</sub>  
Amount in Words  
\$ 128,750.

Addenda

I, the undersigned, hereby acknowledge receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____

Waiver

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

Bid Non-Collusive

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

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

Legal Status of Bidder

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

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

A Partnership consisting of the following partners:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

An individual doing business as:

\_\_\_\_\_

\_\_\_\_\_

Acceptance

I, the undersigned, upon notification of the acceptance of the proposal, agree to the terms and conditions of the bid specifications for the above work, for the above stated compensation. Further I agree, if awarded the contract, to execute and deliver to the Owner within 10 days after the signing of the contract, Certificates of Insurances in amounts satisfactory to the Owner. NOTE: The Owner reserves the right to require the Contractor to furnish Performance, and Labor and Material Bonds at the Owner's discretion. Owner will pay costs of said bonds if requested.

Respectfully submitted,

BY: \_\_\_\_\_

Signature

Michael E. Foy President  
Printed Name and Title

END OF PROPOSAL FORM

**Bidder shall complete and submit with their bid the following breakdown of Associated Costs for each Item listed.** These costs are to assist the Owner in evaluating bids received and to help negotiate any changes to the Scope of Work that may arise or that are required.

**SWARTZ CREEK NEIGHBORHOOD STABILIZATION**  
**BUILDING RENOVATION PROGRAM**

Laser's Flower Shop, 8002 Miller Road, Swartz Creek

<b>Item:</b>	<b>Description of Work:</b>	<b>Associated Cost:</b>
<b>Scope of Exterior Work</b>		
Item 1	Power wash all exterior wall surfaces. Examine perimeter caulking at all doors and windows. Remove and recaulk as required. Paint the following items: <ul style="list-style-type: none"> <li>- Decorative fan accents above second floor windows.</li> <li>- Attic vent wall louvers, south and north walls.</li> <li>- Wood brick moulding around furnace air intakes.</li> <li>- Paint decorative wood spindles over front and rear entry doors and east window. Straight spindle unit at rear door.</li> <li>- Paint metal AC platform on north wall.</li> </ul>	\$ 3000
<b>Scope of Interior Work</b>		
Item 2	Demolition - First Floor Shop: Remove the following: <ul style="list-style-type: none"> <li>- Exterior entry assemblies (doors, frames and sidelights)</li> <li>- All trims, casings, mouldings and baseboards thru-out first floor areas scheduled to receive new flooring.</li> <li>- Designated interior doors and jambs (2 units).</li> <li>- Designated stud and gypsum board walls. Provide shoring at bearing walls.</li> <li>- Gypsum board ceiling as required for apartment plumbing modifications and leveling kitchen floor in apartment.</li> <li>- Suspended acoustical tile ceilings and lights.</li> <li>- Designated surface mounted light fixtures.</li> <li>- Wall receptacles located in walls to be removed.</li> <li>- Floor finishes in areas scheduled to receive new flooring.</li> <li>- Plumbing fixtures in existing toilet rooms (toilets, lavatory and service sink)</li> <li>- Existing furnace and condensing unit.</li> </ul>	\$ 3000
Item 3	Demolition - Second Floor Apartment: Remove the following: <ul style="list-style-type: none"> <li>- All carpet and pad flooring thru-out, including stair steps.</li> <li>- All remaining door and frame assemblies.</li> <li>- All trims, casings, mouldings and baseboards thru-out.</li> <li>- Kitchen cabinets.</li> <li>- Ceilings thru-out living area, kitchen and bathroom, consisting of; 2x4 lay-in acoustical ceiling system, 12x12 glued on acoustical tiles, 3/8" gypsum board.</li> <li>- Fold down attic access stairs and hatch. Modify opening framing to raise up flush with new ceiling location.</li> </ul>	\$ 2000

- Ceilings thru-out bedrooms, consisting of; 12x12 glued on acoustical tile and gypsum board.
- Stud and gypsum board wall assemblies for new bedroom stairs, bedroom closet doors, hall closet door, bathroom closet and new bathroom entry.
- Stairs and wingwall to bedrooms.
- Ceiling framing over new stairs to bedrooms.
- Mirrors on bedroom walls.
- One window unit in each bedroom.
- Kitchen sink, bathroom lavatory and toilet.
- All remaining light fixtures thru-out.
- All non-code compliant electrical power systems and components.

Item 4 First Floor Shop:

\$ 38,400

Carpentry:

- 3000 - Install new LVL header and built-up posts for new ramp/railing opening. Verify existing conditions with Architect after opening up wall and prior to installation of new header and posts.
- 2000 - Construct new 2x4 walls with gypsum board finish for new toilet room and ramp kneewalls.
- 1500 - Patch all walls as required.
- 1500 - Patch/repair gypsum board ceilings as required.
- 2500 - Construct new ramp and landing structure.

Flooring:

- 9800 - Prep all floor areas designed to receive new flooring per flooring manufacturer's specifications. Install Pergo Outlast+ Seabrook Walnut laminate flooring. Provide manufacturers recommended underlayment, trims and transition trims as required.
- 300 - Install vinyl treads on front entry steps equal to Roppe Light-Duty Rib, 125 Fig.
- 2000 - Install 4" coved vinyl base thru-out equal to Roppe 125 Fig, 1/8" thick.

Doors and Hardware:

- 1000 - Install new exterior door and frame assemblies equal to:
  - Front Door: Stanley Doors, pre-hung, insulated, pre-finished, full lite steel door assembly. Sized to match existing.
- 2000 - Rear Door: Stanley Doors, pre-hung, insulated, pre-finished, full lite steel door with fixed full lite sidelight assembly. Sized to match existing.
- 600 - Exterior Door to Apartment Stairs: Stanley Doors, pre-hung, insulated, pre-finished, no glass.
- 300 - Install closer and entry lockset on each door equal to Schlage Elan, Satin Nickel Light Commercial Keyed Entry Door Lever.



600

- Install new toilet room door and frame. Door to be pre-hung, hollow core, flush face wood door, paint grade with privacy set equal to Schlage Dexter Seville, Satin Nickel finish.

Finish Carpentry:

1500

- Install new wood door casings, window casings thru-out. Trim shall be primed pine or poplar, 9/16" x 3-1/4" Craftsman style.
- Construct ramp railings as detailed and install hardwood handrails on each side.
- Install new folding stair attic access hatch.
- Provide the following accessories in bathroom:
  - Toilet paper roll dispenser.
  - 24"x30" mirror over lavatory.
  - 36" grab bar behind toilet.
  - 42" grab bar on side of toilet with 18" vertical grab bar.

3000

500

300

Painting:

- Paint all walls, ceilings, doors (new and existing) and trim thru-out.
  - Walls: Behr Premium Plus Ultra PPU18-13, Prefect Taupe, eggshell finish.
  - Ceilings and Bulkheads: Behr PR-W15, Ultra Pure White, flat finish.
  - Doors and Trims: Behr Premium Plus Ultra PPU7-12, Silky White, gloss finish.

4500

Item 5 First Floor Shop / Second Floor Apartment \$ 4000

- Provide **estimated allowance** to level and/or reframe sagging floor structure within apartment kitchen area. Actual scope of work shall be determined with Architect after apartment demolition is complete and first floor ceiling within this area is removed to expose floor structure. Estimated allowance of contract will be adjusted (up or down) based on contractor's pricing for the scope of work determined at that time.

Item 6 Second Floor Apartment: \$ 34,600

Carpentry: Construct new 2x4 walls with gypsum board finish for:

500

500

500

400

1800

3500

400

1500

- New entry area closet.
- New bathroom entry / kitchen wall extension.
- New bedroom stair opening and wingwalls.
- Bedroom(s) closet modifications.
- Insulate all ceilings with R-19 batts.
- Install new gypsum board ceilings thru-out.
- Construct new stairs to bedroom. Treads to have laminate flooring with bullnose nosing.
- Install new vinyl casement egress window units with insulating glass in each bedroom.

Flooring: Prep all floor areas for new flooring and install:

5000

- Living Room, Kitchen and Bathroom: Pergo Outlast+ Seabrook Walnut laminate flooring. Provide manufacturer's recommended underlayment, trims and transition trims as required.

3500

- Bedrooms and Hall: Adauda carpeting, 305 River Rock. Provide pad underlayment. Available at Home Depot.
- Stairs and Landing to Apartment: Top Rail 20/26 carpeting, 42 Riverway. Available at Home Depot.

Doors and Hardware:

2500

- Install new pre-hung interior room and closet doors. Doors to be pre-hung, hollow core, flush face wood door, paint grade. Provide bi-fold closet doors complete with track and hardware.

200

- Install new door hardware on all new interior doors equal to Schlage Dexter Seville, Satin Nickel finish. Provide Entry, Passage and Closet sets as required.

Finish Carpentry:

1500

- Install new wood door casings, window casings and baseboard trims thru-out. Trim shall be primed pine or poplar of the following style:

- Casings: 9/16" x 3-1/4" Craftsman

- Baseboards: 7/16" x 3-1/4" Craftsman

500

- Install new insulated folding stair attic access hatch.

300

- Install wood handrail on north wall of stairs to apartment. Lower existing handrail on south wall so it is positioned 34" above toe of stair treads.

200

5500

- Install wood handrail at new stairs to bedrooms.

1200

- Install kitchen cabinets. Cabinets shall be Woodmark Reading Maple Spice. Install cabinet pulls as selected by Owner.

800

- Install plastic laminate kitchen countertops with 4" backsplash. Laminate shall be Formica 3420-46 Dolce Vita.

200

- Install plastic laminate bathroom sink counter with 2-1/2" backsplash. Laminate shall be Formica 3420-46 Dolce Vita.

200

- Install closet hanging rods and shelves.

- Provide the following accessories in bathroom:

- Toilet paper roll dispenser.

- One 24" towel bar at sink counter and one 24" towel bar between toilet and tub.

400

- Matson stainless steel corner medicine cabinet over sink, with frameless mirror door approximately 12" wide by 24" high. Supplied by Signature Hardware, 855-758-7040.

Painting:

4000

- Provide all required patching, prep and caulking.

- Paint all walls, ceilings, doors and trim thru-out.

- Walls: Behr Premium Plus Ultra PPU18-13, Prefect

- Taupe, eggshell finish.
- Ceilings: Behr PR-W15, Ultra Pure White, flat finish.
- Doors and Trims: Behr Premium Plus Ultra PPU7-12, Silky White, gloss finish.

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**Scope of Plumbing Work**

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Item P1 First Floor Shop: \$ 2500

- Plumb water and sanitary lines for new laundry tub exposed along wall to location of existing laundry tub.

Toilet Room Plumbing Fixtures:

- Tank type water closet, white color.
- Wall mounted lav, Mansfield Willow Run, 19-1/2"x17" white vitreous china, complete with wall hanger. Supply with Zurn Z-7440-FC washerless single metal handle faucet, grid drain, P-trap, wheel handle stops, tailpiece and undersink protective pipe shield. Install ASSE 1070 listed thermostatic mixing valve under lav, pipe to hot water side of faucet and adjust to 105 degrees maximum.
- Utility sink, Mustee Utilatwin 24"x40" thermoplastic floor mounted double basin laundry tub.

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Item P2 Second Floor Apartment: \$ 7500

- Re-plumb sanitary and water piping for new toilet location.
- Install tankless, electric, on-demand domestic water heater sized for apartment plumbing fixtures.
- Disconnect and cap existing hot water main from first floor and re-plumb hot water lines to new on-demand water heater.

Bathroom Plumbing Fixtures:

- Tank type water closet, white color.
- Counter sink, Maret Oval Drop-in Sink, self-rimming drop in sink, 20" x 17", vitreous china, white color, with pop-up drain, P-trap, stops and tailpiece.
- Bathroom sink faucet, Kohler Rubicon 4 inch Centerset 2-Handle Bathroom Faucet, Brushed Nickel finish, Model #K-R76215-4D-BN.
- Replace tub and shower faucet with Kohler Rubicon 1-Handle 3-Spray Wall-Mounted Tub and Shower Faucet, Brushed Nickel, Model #R76217-4E-BN

Kitchen Plumbing Fixtures:

- Kitchen sink, Tuscany All-in-One Top Mount 33" stainless steel 4-hole double bowl kitchen sink, 8-1/2" deep bowls, 20 gauge, fully coated underneath with heavy-duty sound deadening pads.
  - Kitchen sink faucet, Kohler Barossa Single-Handle Pull Down faucet Stainless, Model #K-R776SD-VS.
  - Garbage disposal unit.
-

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**Scope of Mechanical Work**

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## Item M1 First Floor Shop:

\$ 8000

- Remove existing furnace and A/C condenser unit and install new high efficiency furnace, minimum 72,000 BTU/hr with three (3) ton A/C condenser unit. Provide new programmable thermostat. Attach specifications of proposed units with bid.
- Install new 10" round duct with 3-side discharge diffusers connected to existing ductwork within ceiling bulkhead. Suspend from ceiling.
- Clean interior of all existing ductwork.
- Install all new supply air diffusers thru-out. Size of diffusers to match existing, finish as selected.

## Item M2 Second Floor Apartment:

\$ 3000

- Inspect existing furnace located in attic and repair as required.
- Rework existing return air duct as required for new return air grille location. Reinstall one existing return air grille with new filter.
- Relocate and/or repair existing flex ducts as required.
- Install all new supply air diffusers thru-out. Size of diffusers to match existing units, finish as selected.

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**Scope of Electrical Work**

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## Item E1 First Floor Shop:

\$ 8000

Power:

- Replace existing receptacles with new receptacles at all locations required by code.
- Provide new receptacles where noted. Wire back to existing first floor panel.
- Provide new receptacle and switch wall plates throughout.
- Toilet room exhaust fan, minimum 120 cfm, 0.4 scone, with backdraft damper, duct thru roof with galvanized duct. Switch with light.

Lighting:

- Recessed downlights, Lithonia Lighting 4" 9.6 watt 3000 Kelvin dimmable LED recessed matt white wafer downlighting. Verify switching location with Owner.
  - Surface mounted lights, Lithonia Lighting Cambridge Linear 4ft white LED flush mounted ceiling light, 4000 Kelvin, white acrylic lens.
  - Exit signs, equal to Lithonia Lighting #QM-LED-R-RO, wall or ceiling mounted as required.
  - Emergency lighting, equal to Lithonia Lighting ELM6 LED.
-

Item E2 Second Floor Apartment:

\$ 9750

Power:

- Install new 100 amp electrical panel fed from electrical panel on first floor. All electrical for apartment shall be fed from new panel including existing attic furnace.
- Provide new receptacles and switches thru-out. Room receptacles shall be installed 18" aff, 48" at cabinets.
- All electrical shall be installed per code. Provide GFI receptacles and arc-fault breakers as required.
- Install four (4) hardwired smoke detectors; one in each bedroom, bedroom hallway and at top of stairs to apartment.
- Install Broan 30" wide non-ducted range hood over kitchen range, Model Number 413001, color as selected by Owner.

Lighting: Light fixtures shall be equal to the following:

- Surface Mounted Lights, Patriot Lighting Gilda 12-1/2" Brushed Nickel LED Flush Mounted Ceiling Light, Model #LFM112A13BN-M.
- Kitchen and Bathroom Light over Sink, Lithonia Lighting 4" 9.6 watt 3000 Kelvin Dimmable LED recessed matte white wafer downlight.
- Bathroom Exhaust Fan/Light Unit, Hunter Ellipse Brushed Nickel 100 CRM Ceiling Exhaust Bath Fan with Light, Model #90064

**Other Costs:**

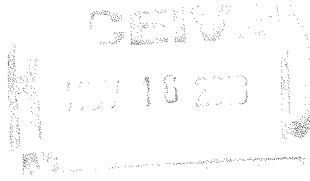
Item	Building Permits and Fees	\$ INC
Item	Insurances	\$ INC
Item	General Contractor's Overhead and Profit	\$ 5,000 -

**TOTAL OF ALL BASE BID WORK**

\$ 128,750



November 12, 2018



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

RE: Important Information—Price Changes

Dear City Clerk:

All of us at Comcast are committed to delivering the entertainment and services our customers in Swartz Creek rely on today, and the new experiences they will love in the future. As we continue to invest in our network, products and services, the cost of doing business rises. One of our largest costs, and one that continues to increase, is the fees we pay to programmers so that we can continue to offer the best in entertainment, news and sports. As a result, starting January 1, 2019, prices for certain services and fees will be increasing, including the Broadcast TV Fee and Regional Sports Fee. Please see the enclosed price list for more information.

Also, effective on January 1, 2019, Fuse will no longer be available on the channel line-up.

While some prices may increase, we continue to invest in technology to drive innovation. We are working hard to bring our customers great value every day and exciting new developments in the near future, including:

- Talk to the X1 Voice Remote to navigate content
- We offer the first talking TV guide for those with visual disabilities
- Netflix, YouTube, Pandora, and Sling TV and more apps are available on X1
- We continue to make customer interactions simpler with more all-digital tools as an alternative to visiting a store or calling.
- Speed upgrades allowing us to offer the fastest Internet speeds to the most homes in the country
- Control of home WiFi from anywhere, on any device, with xFi
- 19 million Xfinity WiFi hotspots available nationwide

We know you may have questions about these changes. If I can be of any further assistance, please contact me at 517-334-5686.

Sincerely,

John P. Gardner  
Director, External Affairs  
Comcast, Heartland Region  
1401 E. Miller Rd.  
Lansing, MI 48911

Enclosure

# Important Information Regarding Your Xfinity Services and Pricing

Flint (Genesee/Oakland)

Effective January 1, 2019

<b>Double Play Packages</b>	Current	New
<b>Internet Plus</b>	\$79.95	\$82.95
<b>Internet Plus Instant TV</b>	\$79.95	\$82.95
<b>Blast Plus</b>	\$99.95	\$102.95

<b>Xfinity Latino Double Play Packages</b>	Current	New
<b>Internet Plus Latino Double Play</b>	\$79.95	\$82.95

<b>Xfinity TV</b>	Current	New
<b>Broadcast TV Fee</b>	\$8.00	\$10.00
<b>Regional Sports Fee</b>	\$6.75	\$8.25
<b>Service to Additional TV with TV Adapter</b>	\$5.99	\$6.99

<b>Xfinity TV Equipment</b>	Current	New
<b>CableCARD</b>	\$1.50	\$0.00

<b>Installation</b>	Current	New
<b>Professional Installation</b>	\$60.00	\$70.00
<b>In-Home Service Visit</b>	\$60.00	\$70.00

<b>Reactivation</b>	Current	New
<b>Reactivation - Home</b>	N/A	\$6.00

<b>Xfinity Instant TV Additional Services</b>	Current	New
<b>Deportes</b>	\$7.00	\$5.00

<b>Xfinity Internet/Voice</b>	Current	New
<b>Internet/Voice Equipment Rental</b>	\$11.00	\$13.00

P2583W18



December 3, 2018

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

Re: Xfinity TV Channel Updates

Dear City Clerk:

We are committed to keeping you and our customers informed of Xfinity TV changes. Star India, a network of Indian television channels, has notified Comcast that, effective January 5, 2019, it will cease offering the following linear television channels to Comcast and other video programming distributors in the United States:

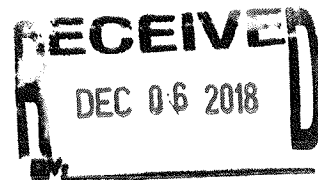
- Star Bharat
- Star India Gold
- Star India Plus
- Vijay

As a result, these channels will be removed from our line-up effective that date. We are also notifying our impacted customers of this change.

Please feel free to contact me at 517-334-5686 if you have any questions or issues.

Sincerely,

John P. Gardner  
Director, External Affairs  
Comcast, Heartland Region  
1401 E. Miller Rd.  
Lansing, MI 48911





REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK  
PERIOD ENDING 11/30/2018

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 11/30/2018	AVAILABLE BALANCE	% BDGT USED
Fund 101 - General Fund					
000.000 - General	2,293,643.00	2,300,843.00	1,602,264.29	698,578.71	69.64
215.000 - Administration and Clerk	75.00	75.00	24.40	50.60	32.53
253.000 - Treasurer	1,000.00	1,000.00	1,659.07	(659.07)	165.91
301.000 - Police Dept	5,400.00	5,400.00	5,040.10	359.90	93.34
345.000 - PUBLIC SAFETY BUILDING	18,200.00	18,200.00	9,492.61	8,707.39	52.16
410.000 - Building & Zoning & Planning	51,350.00	51,350.00	45,686.00	5,664.00	88.97
448.000 - Lighting	8,990.00	8,990.00	3,217.30	5,772.70	35.79
782.000 - Facilities - Abrams Park	195.00	195.00	0.00	195.00	0.00
783.000 - Facilities - Elms Rd Park	7,600.00	7,600.00	1,100.00	6,500.00	14.47
783.016 - Elms Park Brm-Trail Reno RP15-0003	45,000.00	0.00	0.00	0.00	0.00
790.000 - Facilities-Senior Center/Libr	8,200.00	8,200.00	3,202.41	4,997.59	39.05
790.012 - CDBG Senior Center Operations	1,724.00	1,724.00	0.00	1,724.00	0.00
TOTAL REVENUES	2,441,377.00	2,403,577.00	1,671,686.18	731,890.82	
000.000 - General	1,000.00	1,000.00	0.00	1,000.00	0.00
101.000 - Council	16,708.82	16,993.58	9,363.28	7,630.30	55.10
172.000 - Executive	103,388.18	103,672.94	43,295.15	60,377.79	41.76
201.000 - Finance,Budgeting,Accounting	46,874.00	47,158.76	19,809.08	27,349.68	42.01
215.000 - Administration and Clerk	28,262.00	29,927.85	13,020.23	16,907.62	43.51
228.000 - Information Technology	16,300.00	16,300.00	8,488.11	7,811.89	52.07
247.000 - Board of Review	6,104.00	6,104.00	242.22	5,861.78	3.97
253.000 - Treasurer	42,127.00	42,340.57	16,141.14	26,199.43	38.12

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 11/30/2018	AVAILABLE BALANCE	% BDGT USED
257.000 - Assessor	48,198.00	48,383.09	23,739.39	24,643.70	49.07
262.000 - Elections	39,358.40	40,212.68	21,716.12	18,496.56	54.00
266.000 - Legal Council	15,500.00	15,500.00	5,040.00	10,460.00	32.52
301.000 - Police Dept	0.00	0.00	124.99	(124.99)	100.00
301.851 - Retiree Employer Health Care PSFY	24,000.00	24,000.00	7,679.90	16,320.10	32.00
334.000 - Metro Police Authority	995,200.00	995,200.00	485,463.50	509,736.50	48.78
336.000 - Fire Department	178,200.00	186,322.00	65,685.93	120,636.07	35.25
345.000 - PUBLIC SAFETY BUILDING	51,632.26	51,632.26	18,736.00	32,896.26	36.29
410.000 - Building & Zoning & Planning	81,648.24	96,790.62	41,385.62	55,405.00	42.76
410.025 - 2017 CDBG 5157 Morrish Demo	0.00	375.00	0.00	375.00	0.00
448.000 - Lighting	140,000.00	140,000.00	35,435.80	104,564.20	25.31
781.000 - Facilities - Pajtas Amphitheat	2,217.98	2,217.98	764.54	1,453.44	34.47
782.000 - Facilities - Abrams Park	41,629.78	41,700.97	18,743.71	22,957.26	44.95
783.000 - Facilities - Elms Rd Park	62,552.39	62,623.58	35,459.09	27,164.49	56.62
783.016 - Elms Park Brm-Trail Reno RP15-0003	55,622.57	2,710.50	982.85	1,727.65	36.26
784.000 - Facilities - Bicentennial Park	1,527.00	1,527.00	1,122.45	404.55	73.51
786.000 - Non-Motorized Trailway	150,000.00	150,000.00	0.00	150,000.00	0.00
787.000 - Veterans Memorial Park	3,273.55	3,273.55	1,792.18	1,481.37	54.75
790.000 - Facilities-Senior Center/Libr	36,065.22	36,065.22	14,175.10	21,890.12	39.30
790.012 - CDBG Senior Center Operations	1,724.00	1,724.00	0.00	1,724.00	0.00
793.000 - Facilities - New City Hall	19,468.56	19,468.56	6,669.80	12,798.76	34.26
794.000 - Community Promotions Program	32,056.05	32,056.05	16,192.31	15,863.74	50.51
796.000 - Facilities - Cemetary	2,535.77	2,535.77	1,016.95	1,518.82	40.10

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 11/30/2018	AVAILABLE BALANCE	% BDGT USED
797.000 - Facilities - City Parking Lots	105,825.60	106,975.60	9,504.62	97,470.98	8.88
851.000 - Retired Employee Health Care	26,800.00	26,800.00	4,434.16	22,365.84	16.55
852.000 - Insurance Claims Assessmernt (Tax)	110.00	110.00	17.20	92.80	15.64
965.000 - Transfers Out	168,730.00	278,730.00	219,930.00	58,800.00	78.90
<b>TOTAL EXPENDITURES</b>	<b>2,544,639.37</b>	<b>2,630,432.13</b>	<b>1,146,171.42</b>	<b>1,484,260.71</b>	
<b>Fund 101 - General Fund:</b>					
TOTAL REVENUES	2,441,377.00	2,403,577.00	1,671,686.18	731,890.82	69.55
TOTAL EXPENDITURES	2,544,639.37	2,630,432.13	1,146,171.42	1,484,260.71	43.57
NET OF REVENUES & EXPENDITURES	(103,262.37)	(226,855.13)	525,514.76	(752,369.89)	
<b>Fund 202 - Major Street Fund</b>					
000.000 - General	419,300.00	419,300.00	138,917.15	280,382.85	33.13
441.000 - Miller Rd Park & Ride	5,200.00	5,200.00	1,752.92	3,447.08	33.71
453.105 - Fairchild-Cappy to Miller TIP	230,601.00	230,601.00	0.00	230,601.00	0.00
463.000 - Routine Maint - Streets	0.00	0.00	172.50	(172.50)	100.00
478.000 - Snow & Ice Removal	500.00	500.00	160.20	339.80	32.04
<b>TOTAL REVENUES</b>	<b>655,601.00</b>	<b>655,601.00</b>	<b>141,002.77</b>	<b>514,598.23</b>	
228.000 - Information Technology	825.00	825.00	358.71	466.29	43.48
429.000 - Occupational Safety	26.91	26.91	0.00	26.91	0.00
441.000 - Miller Rd Park & Ride	6,787.80	6,787.80	2,451.59	4,336.21	36.12
449.500 - Right of Way - General	10,000.00	10,000.00	4,556.50	5,443.50	45.57
449.501 - Right of Way - Storms	200.00	15,920.00	0.00	15,920.00	0.00
453.105 - Fairchild-Cappy to Miller TIP	288,251.00	304,330.71	14,055.59	290,275.12	4.62
463.000 - Routine Maint - Streets	104,333.87	139,158.87	55,178.99	83,979.88	39.65
463.104 - Winston Drive Reconstruction	1,200.00	1,200.00	299.88	900.12	24.99
473.000 - Routine Maint - Bridges	400.00	400.00	0.00	400.00	0.00

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 11/30/2018	AVAILABLE BALANCE	% BDGT USED
474.000 - Traffic Services	39,708.00	39,708.00	20,624.19	19,083.81	51.94
478.000 - Snow & Ice Removal	41,544.80	41,544.80	3,469.47	38,075.33	8.35
482.000 - Administrative	18,887.00	18,887.00	3,443.25	15,443.75	18.23
538.500 - Intercommunity storm drains	7,000.00	7,000.00	1,529.10	5,470.90	21.84
786.000 - Non-Motorized Trailway	20,000.00	20,000.00	0.00	20,000.00	0.00
965.000 - Transfers Out	85,000.00	85,000.00	85,000.00	0.00	100.00
<b>TOTAL EXPENDITURES</b>	<b>624,164.38</b>	<b>690,789.09</b>	<b>190,967.27</b>	<b>499,821.82</b>	
<b>Fund 202 - Major Street Fund:</b>					
TOTAL REVENUES	655,601.00	655,601.00	141,002.77	514,598.23	21.51
TOTAL EXPENDITURES	624,164.38	690,789.09	190,967.27	499,821.82	27.64
NET OF REVENUES & EXPENDITURES	31,436.62	(35,188.09)	(49,964.50)	14,776.41	
<b>Fund 203 - Local Street Fund</b>					
000.000 - General	133,125.00	133,125.00	53,612.20	79,512.80	40.27
449.000 - Right of Way Telecomm	15,000.00	15,000.00	0.00	15,000.00	0.00
463.000 - Routine Maint - Streets	475.00	475.00	172.50	302.50	36.32
478.000 - Snow & Ice Removal	300.00	300.00	160.20	139.80	53.40
931.000 - Transfers IN	596,500.00	596,500.00	596,500.00	0.00	100.00
<b>TOTAL REVENUES</b>	<b>745,400.00</b>	<b>745,400.00</b>	<b>650,444.90</b>	<b>94,955.10</b>	
228.000 - Information Technology	825.00	825.00	358.72	466.28	43.48
429.000 - Occupational Safety	0.00	0.00	174.70	(174.70)	100.00
449.500 - Right of Way - General	8,800.00	8,800.00	12,538.84	(3,738.84)	142.49
449.501 - Right of Way - Storms	1,500.00	1,500.00	0.00	1,500.00	0.00
463.000 - Routine Maint - Streets	261,810.47	275,357.47	181,470.76	93,886.71	65.90
463.103 - Worchester/Chesterfield Reconstructior	1,536,996.02	0.00	4,312.78	(4,312.78)	100.00
463.105 - Daval Reconstruction	96,386.78	96,386.78	6,735.00	89,651.78	6.99

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 11/30/2018	AVAILABLE BALANCE	% BDGT USED
463.106 - Hemsley Reconstruction	0.00	63,635.00	11,650.75	51,984.25	18.31
474.000 - Traffic Services	8,990.20	8,990.20	12,873.07	(3,882.87)	143.19
478.000 - Snow & Ice Removal	50,206.02	50,206.02	2,547.04	47,658.98	5.07
482.000 - Administrative	19,538.64	19,538.64	3,179.10	16,359.54	16.27
538.500 - Intercommunity storm drains	6,800.00	6,800.00	1,529.10	5,270.90	22.49
<b>TOTAL EXPENDITURES</b>	<b>1,991,853.13</b>	<b>532,039.11</b>	<b>237,369.86</b>	<b>294,669.25</b>	
<b>Fund 203 - Local Street Fund:</b>					
TOTAL REVENUES	745,400.00	745,400.00	650,444.90	94,955.10	87.26
TOTAL EXPENDITURES	1,991,853.13	532,039.11	237,369.86	294,669.25	44.62
NET OF REVENUES & EXPENDITURES	(1,246,453.13)	213,360.89	413,075.04	(199,714.15)	
<b>Fund 204 - MUNICIPAL STREET FUND</b>					
000.000 - General	628,290.00	628,290.00	605,819.80	22,470.20	96.42
<b>TOTAL REVENUES</b>	<b>628,290.00</b>	<b>628,290.00</b>	<b>605,819.80</b>	<b>22,470.20</b>	
905.000 - Debt Service	164,444.40	164,444.40	14,843.03	149,601.37	9.03
965.000 - Transfers Out	462,000.00	462,000.00	461,500.00	500.00	99.89
<b>TOTAL EXPENDITURES</b>	<b>626,444.40</b>	<b>626,444.40</b>	<b>476,343.03</b>	<b>150,101.37</b>	
<b>Fund 204 - MUNICIPAL STREET FUND:</b>					
TOTAL REVENUES	628,290.00	628,290.00	605,819.80	22,470.20	96.42
TOTAL EXPENDITURES	626,444.40	626,444.40	476,343.03	150,101.37	76.04
NET OF REVENUES & EXPENDITURES	1,845.60	1,845.60	129,476.77	(127,631.17)	
<b>Fund 226 - Garbage Fund</b>					
000.000 - General	393,465.00	393,465.00	372,973.71	20,491.29	94.79
<b>TOTAL REVENUES</b>	<b>393,465.00</b>	<b>393,465.00</b>	<b>372,973.71</b>	<b>20,491.29</b>	
000.000 - General	10,373.00	10,373.00	0.00	10,373.00	0.00
101.000 - Council	5,865.88	5,865.88	1,756.51	4,109.37	29.94
172.000 - Executive	8,937.06	8,937.06	3,415.48	5,521.58	38.22
201.000 - Finance,Budgeting,Accounting	6,497.00	6,497.00	3,238.56	3,258.44	49.85

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 11/30/2018	AVAILABLE BALANCE	% BDGT USED
215.000 - Administration and Clerk	4,587.00	4,871.76	1,751.45	3,120.31	35.95
228.000 - Information Technology	2,200.00	2,200.00	1,002.29	1,197.71	45.56
253.000 - Treasurer	7,993.00	8,064.19	3,045.27	5,018.92	37.76
257.000 - Assessor	3,000.00	3,000.00	0.00	3,000.00	0.00
528.000 - Sanitation Collection	282,905.90	282,905.90	95,348.73	187,557.17	33.70
530.000 - Wood Chipping	41,993.60	41,993.60	20,470.46	21,523.14	48.75
782.000 - Facilities - Abrams Park	3,366.80	3,366.80	4,743.94	(1,377.14)	140.90
783.000 - Facilities - Elms Rd Park	5,384.54	5,384.54	4,957.48	427.06	92.07
793.000 - Facilities - New City Hall	3,904.49	3,904.49	1,517.64	2,386.85	38.87
<b>TOTAL EXPENDITURES</b>	<b>387,008.27</b>	<b>387,364.22</b>	<b>141,247.81</b>	<b>246,116.41</b>	
<b>Fund 226 - Garbage Fund:</b>					
TOTAL REVENUES	393,465.00	393,465.00	372,973.71	20,491.29	94.79
TOTAL EXPENDITURES	387,008.27	387,364.22	141,247.81	246,116.41	36.46
NET OF REVENUES & EXPENDITURES	6,456.73	6,100.78	231,725.90	(225,625.12)	
<b>Fund 248 - Downtown Development Fund</b>					
000.000 - General	49,600.00	49,600.00	36,963.11	12,636.89	74.52
728.004 - Family Movie Night	1,000.00	1,000.00	500.00	500.00	50.00
<b>TOTAL REVENUES</b>	<b>50,600.00</b>	<b>50,600.00</b>	<b>37,463.11</b>	<b>13,136.89</b>	
173.000 - DDA Administration	3,365.00	3,365.00	2,507.06	857.94	74.50
728.000 - Economic Development	10,125.00	10,125.00	4,283.75	5,841.25	42.31
728.002 - Streetscape	101,200.00	101,200.00	15,647.50	85,552.50	15.46
728.003 - Facade Program	10,000.00	10,000.00	2,500.00	7,500.00	25.00
728.004 - Family Movie Night	3,900.00	3,900.00	2,329.00	1,571.00	59.72
<b>TOTAL EXPENDITURES</b>	<b>128,590.00</b>	<b>128,590.00</b>	<b>27,267.31</b>	<b>101,322.69</b>	
<b>Fund 248 - Downtown Development Fund:</b>					

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 11/30/2018	AVAILABLE BALANCE	% BDGT USED
TOTAL REVENUES	50,600.00	50,600.00	37,463.11	13,136.89	74.04
TOTAL EXPENDITURES	128,590.00	128,590.00	27,267.31	101,322.69	21.20
NET OF REVENUES & EXPENDITURES	(77,990.00)	(77,990.00)	10,195.80	(88,185.80)	
Fund 350 - City Hall Debt Fund					
000.000 - General	14.50	14.50	4.44	10.06	30.62
931.000 - Transfers IN	88,730.00	88,730.00	88,730.00	0.00	100.00
TOTAL REVENUES	88,744.50	88,744.50	88,734.44	10.06	
905.000 - Debt Service	89,480.00	89,480.00	7,240.00	82,240.00	8.09
TOTAL EXPENDITURES	89,480.00	89,480.00	7,240.00	82,240.00	
Fund 350 - City Hall Debt Fund:					
TOTAL REVENUES	88,744.50	88,744.50	88,734.44	10.06	99.99
TOTAL EXPENDITURES	89,480.00	89,480.00	7,240.00	82,240.00	8.09
NET OF REVENUES & EXPENDITURES	(735.50)	(735.50)	81,494.44	(82,229.94)	
Fund 402 - Fire Equip Replacement Fund					
000.000 - General	70.00	70.00	(861.76)	931.76	(1,231.09)
931.000 - Transfers IN	30,000.00	140,000.00	81,200.00	58,800.00	58.00
TOTAL REVENUES	30,070.00	140,070.00	80,338.24	59,731.76	
336.000 - Fire Department	0.00	250,000.00	191,187.48	58,812.52	76.47
TOTAL EXPENDITURES	0.00	250,000.00	191,187.48	58,812.52	
Fund 402 - Fire Equip Replacement Fund:					
TOTAL REVENUES	30,070.00	140,070.00	80,338.24	59,731.76	57.36
TOTAL EXPENDITURES	0.00	250,000.00	191,187.48	58,812.52	76.47
NET OF REVENUES & EXPENDITURES	30,070.00	(109,930.00)	(110,849.24)	919.24	
Fund 590 - Water Supply Fund					
000.000 - General	1,100.00	1,100.00	(4,721.50)	5,821.50	(429.23)
540.000 - Water System	2,164,550.00	2,164,550.00	521,923.33	1,642,626.67	24.11
TOTAL REVENUES	2,165,650.00	2,165,650.00	517,201.83	1,648,448.17	
000.000 - General	71,858.10	71,858.10	0.00	71,858.10	0.00
101.000 - Council	8,736.44	8,736.44	4,436.26	4,300.18	50.78

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 11/30/2018	AVAILABLE BALANCE	% BDGT USED
172.000 - Executive	28,347.05	28,347.05	12,241.15	16,105.90	43.18
201.000 - Finance,Budgeting,Accounting	20,581.00	20,581.00	9,664.45	10,916.55	46.96
215.000 - Aministration and Clerk	17,209.00	18,419.23	7,083.87	11,335.36	38.46
228.000 - Information Technology	6,855.00	6,855.00	2,293.12	4,561.88	33.45
253.000 - Treasurer	28,629.00	28,771.38	11,671.11	17,100.27	40.56
540.000 - Water System	1,974,615.10	1,974,615.10	665,329.72	1,309,285.38	33.69
542.000 - Read and Bill	53,243.20	53,243.20	18,541.47	34,701.73	34.82
793.000 - Facilities - New City Hall	9,588.51	9,588.51	3,785.98	5,802.53	39.48
850.000 - Other Functions	12,000.00	12,000.00	0.00	12,000.00	0.00
905.000 - Debt Service	49,115.60	49,115.60	4,433.63	44,681.97	9.03
<b>TOTAL EXPENDITURES</b>	<b>2,280,778.00</b>	<b>2,282,130.61</b>	<b>739,480.76</b>	<b>1,542,649.85</b>	
<b>Fund 590 - Water Supply Fund:</b>					
TOTAL REVENUES	2,165,650.00	2,165,650.00	517,201.83	1,648,448.17	23.88
TOTAL EXPENDITURES	2,280,778.00	2,282,130.61	739,480.76	1,542,649.85	32.40
NET OF REVENUES & EXPENDITURES	(115,128.00)	(116,480.61)	(222,278.93)	105,798.32	
<b>Fund 591 - Sanitary Sewer Fund</b>					
000.000 - General	1,080.00	1,080.00	(2,663.27)	3,743.27	(246.60)
536.000 - Sewer System	1,287,485.00	1,287,485.00	300,976.21	986,508.79	23.38
<b>TOTAL REVENUES</b>	<b>1,288,565.00</b>	<b>1,288,565.00</b>	<b>298,312.94</b>	<b>990,252.06</b>	
000.000 - General	23,582.50	23,582.50	0.00	23,582.50	0.00
101.000 - Council	8,336.44	8,336.44	4,436.05	3,900.39	53.21
172.000 - Executive	29,315.89	29,315.89	12,231.25	17,084.64	41.72
201.000 - Finance,Budgeting,Accounting	19,646.00	19,646.00	9,664.20	9,981.80	49.19
215.000 - Aministration and Clerk	15,744.00	16,954.23	7,080.02	9,874.21	41.76
228.000 - Information Technology	6,900.00	6,900.00	2,293.12	4,606.88	33.23



GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 11/30/2018	AVAILABLE BALANCE	% BDGT USED
253.000 - Treasurer	29,730.00	29,857.44	11,671.64	18,185.80	39.09
536.000 - Sewer System	950,565.12	950,565.12	196,392.83	754,172.29	20.66
537.000 - Sewer Lift Stations	14,257.20	14,257.20	4,730.45	9,526.75	33.18
542.000 - Read and Bill	59,561.04	59,561.04	23,196.71	36,364.33	38.95
543.401 - Flush & TV Sewers	30,904.00	30,904.00	0.00	30,904.00	0.00
543.408 - Sewer Rehab Phase 8	220,000.00	220,000.00	0.00	220,000.00	0.00
793.000 - Facilities - New City Hall	10,861.55	10,861.55	3,771.26	7,090.29	34.72
850.000 - Other Functions	10,000.00	10,000.00	0.00	10,000.00	0.00
<b>TOTAL EXPENDITURES</b>	<b>1,429,403.74</b>	<b>1,430,741.41</b>	<b>275,467.53</b>	<b>1,155,273.88</b>	
<b>Fund 591 - Sanitary Sewer Fund:</b>					
TOTAL REVENUES	1,288,565.00	1,288,565.00	298,312.94	990,252.06	23.15
TOTAL EXPENDITURES	1,429,403.74	1,430,741.41	275,467.53	1,155,273.88	19.25
NET OF REVENUES & EXPENDITURES	(140,838.74)	(142,176.41)	22,845.41	(165,021.82)	
<b>Fund 661 - Motor Pool Fund</b>					
000.000 - General	161,750.00	161,750.00	49,460.46	112,289.54	30.58
<b>TOTAL REVENUES</b>	<b>161,750.00</b>	<b>161,750.00</b>	<b>49,460.46</b>	<b>112,289.54</b>	
172.000 - Executive	11,424.12	11,424.12	9,409.30	2,014.82	82.36
201.000 - Finance,Budgeting,Accounting	7,602.00	7,602.00	2,956.92	4,645.08	38.90
228.000 - Information Technology	865.00	865.00	304.59	560.41	35.21
795.000 - Facilities - City Garage	153,877.11	153,877.11	85,450.74	68,426.37	55.53
<b>TOTAL EXPENDITURES</b>	<b>173,768.23</b>	<b>173,768.23</b>	<b>98,121.55</b>	<b>75,646.68</b>	
<b>Fund 661 - Motor Pool Fund:</b>					
TOTAL REVENUES	161,750.00	161,750.00	49,460.46	112,289.54	30.58
TOTAL EXPENDITURES	173,768.23	173,768.23	98,121.55	75,646.68	56.47
NET OF REVENUES & EXPENDITURES	(12,018.23)	(12,018.23)	(48,661.09)	36,642.86	
<b>Fund 865 - Sidewalks</b>					
478.000 - Snow & Ice Removal	1,400.00	1,400.00	0.00	1,400.00	0.00

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 11/30/2018	AVAILABLE BALANCE	% BDGT USED
TOTAL REVENUES	1,400.00	1,400.00	0.00	1,400.00	
478.000 - Snow & Ice Removal	1,950.00	1,950.00	0.00	1,950.00	0.00
TOTAL EXPENDITURES	1,950.00	1,950.00	0.00	1,950.00	
Fund 865 - Sidewalks:					
TOTAL REVENUES	1,400.00	1,400.00	0.00	1,400.00	0.00
TOTAL EXPENDITURES	1,950.00	1,950.00	0.00	1,950.00	0.00
NET OF REVENUES & EXPENDITURES	(550.00)	(550.00)	0.00	(550.00)	
Fund 866 - Weed Fund					
000.000 - General	7,000.00	7,000.00	4,050.00	2,950.00	57.86
TOTAL REVENUES	7,000.00	7,000.00	4,050.00	2,950.00	
000.000 - General	1,000.00	1,000.00	1,125.00	(125.00)	112.50
TOTAL EXPENDITURES	1,000.00	1,000.00	1,125.00	(125.00)	
Fund 866 - Weed Fund:					
TOTAL REVENUES	7,000.00	7,000.00	4,050.00	2,950.00	57.86
TOTAL EXPENDITURES	1,000.00	1,000.00	1,125.00	(125.00)	112.50
NET OF REVENUES & EXPENDITURES	6,000.00	6,000.00	2,925.00	3,075.00	

Highlighted amount is total for that vendor

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
11/08/2018	45748	DENNIS W CRAMER	SMALL CITIES MTG 11/7/18 MEAL	20.46
11/08/2018	45749	FIDELITY SECURITY LIFE INSUR/EYEMED	NOV. 2018 RETIREE VISION (6)	30.06
11/08/2018	45750	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	1,125.00
11/08/2018	45751	MICHIGAN MUNICIPAL LEAGUE	ELECTED OFFICIALS TRAINING J. FARMER 11/	95.00
11/08/2018	45752	RWS OF MID MICHIGAN	OCT 2018 FY19 GARBAGE/RECYCLING/YARD WAS	23,048.02
11/08/2018	45753	VERIZON WIRELESS	MONTHLY INVOICE 9/24-10/23/18	300.86
11/13/2018	45754	A+ SUPPLY CO INC	70W MED/BASE HPS LMP (6)	56.76
11/13/2018	45755	ADS PLUS PRINTING LLC	LETTERHEAD (500)	249.80
11/13/2018	45756	AGROSCAPING INC.	TREES (20)	3,790.00
11/13/2018	45757	AMERICAN PLANNING ASSOCIATION	APA AICPA MI JOURNAL MEMB 1/1-12/31/19	635.00
11/13/2018	45758	BARB ROBERTSON	REIMB FACADE PROGAM 180719-04	2,500.00
11/13/2018	45759	BS & A SOFTWARE	ANNUAL SUPP/SERV 11/1/18-11/1/19	1,626.00
11/13/2018	45760	C & H CONSTRUCTION CO INC	WATERMAIN REPAIR MILLER RD	3,810.00
11/13/2018	45761	CHARTER TOWNSHIP OF MUNDY	AUG 2018 JOINT INSP & PERMIT FEES	4,301.92
11/13/2018	45762	CONNIE ESKEW	ELECTION SUPPLIES/FOOD 11/6/18	18.33
11/13/2018	45763	CONSUMERS ENERGY	10/4-10/31/18 A 8100 CIVIC DR	1,233.36
11/13/2018	45764	CONSUMERS ENERGY	10/3-10/30/18 A 4510 MORRISH RD	34.83
11/13/2018	45765	CONSUMERS ENERGY	10/3-10/30/18 A 8059 FORTINO DR	54.22
11/13/2018	45766	CONSUMERS ENERGY	10/3-10/30/18 A 8499 MILLER RD	26.01
11/13/2018	45767	CONSUMERS ENERGY	10/3-10/30/18 A 5257 WINSHALL DR	24.86
11/13/2018	45768	CONSUMERS ENERGY	10/3-10/30/18 A 5361 WINSHALL DR 8369	26.01
11/13/2018	45769	CONSUMERS ENERGY	10/30/18 A 5361 WINSHALL DR #2 RESTRMS 9	34.18
11/13/2018	45770	CONSUMERS ENERGY	10/3-10/30/18 A 8011 MILLER RD	24.22
11/13/2018	45771	CONSUMERS ENERGY	10/3-10/30/18 A 8095 CIVIC DR	729.20
11/13/2018	45772	CONSUMERS ENERGY	10/3-10/30/18 A 9099 MILLER RD	33.53
11/13/2018	45773	CONSUMERS ENERGY	10/3-10/30/18 A 5121 MORRISH RD	453.00
11/13/2018	45774	CONSUMERS ENERGY	10/3-10/30/18 A 8083 CIVIC DR	534.88
11/13/2018	45775	CONSUMERS ENERGY	10/4-10/31/18 8301 CAPPY LN	245.90
11/13/2018	45776	CONSUMERS ENERGY	10/1-10/31/18 TRAFFIC LIGHTS 1781	391.56
11/13/2018	45777	CONSUMERS ENERGY	10/1-10/31/18 4524 MORRISH RD	48.09
11/13/2018	45778	CONSUMERS ENERGY	10/1-10/31/18 STREET LIGHTS 1294	8,696.94
11/13/2018	45779	CONSUMERS ENERGY	10/1-10/31/18 SIRENS TRAFFIC LIGHTS 1997	26.01
11/13/2018	45780	CONSUMERS ENERGY	10/1-10/31/18 ELMS PARKING LOT AREA LIGH	30.96
11/13/2018	45781	CONSUMERS ENERGY	10/5-11/1/18 A 6425 MILLER PARK & RIDE	71.95
11/13/2018	45782	CONSUMERS ENERGY	10/5-11/1/18 A 4125 ELMS RD 4353	37.88
11/13/2018	45783	CONSUMERS ENERGY	10/5-11/1/18 A 4125 ELMS RD PAVILION 443	30.62
11/13/2018	45784	DEBORAH RANDALL	UB REFUND FOR 9263 CEDAR CREEK	324.66
11/13/2018	45785	DUKE'S CAR STEREO INC	SPRAY ON BEDLINER	379.00
11/13/2018	45786	ERSON INC	RENU TANK/STRAPS (2)/DIESEL	1,117.90
11/13/2018	45787	ETNA SUPPLY COMPANY	ANGLE BALL METER VALVE (6)	642.00
11/13/2018	45788	FAMILY FARM AND HOME INC	OCTOBER 2018 STATEMENT	309.66
11/13/2018	45789	FERGUSON WATERWORKS #3386	5/8 MTR TEST	30.00
			MTR X CTS (7)/REP CL (2)/MEASURE WHL	1,026.07
				<b>1,056.07</b>
11/13/2018	45790	FLINT WELDING SUPPLY	FAX/CYLINDER COMPRESSED OXYGEN	5.00
11/13/2018	45791	GEN CTY ROAD COMMISSION	SEPT. 2018 S-MTCE & OPERATIONS	245.86
11/13/2018	45792	GENESEE URGENT CARE	UB REFUND FOR 7550 MILLER	136.82
11/13/2018	45793	GILL ROYS HARDWARE	OCTOBER 2018 INVOICES	676.57
11/13/2018	45794	GREAT LAKES TREE EXPERTS INC	REMOVED MAPLE TREES/GRIND STUMPS	1,050.00
11/13/2018	45795	INTEGRITY BUSINESS SOLUTIONS	TONER (2)	256.98
			KITCHEN ROLL TOWELS (2)/WAXED PAPER LIN	105.59
				<b>362.57</b>
11/13/2018	45796	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	1,125.00
11/13/2018	45797	KEVIN GROVES APPRAISALS INC	APPRAISAL REPORT 6197 MILLER RD	1,500.00
11/13/2018	45798	KLEE MFG & DIST	FLAGS (7)	377.00
			FLAGS (3)	174.00

11/13/2018	45799	KNAPHEIDE TRUCK EQUIPMENT	LED 15" MINIBAR GREEN/AMBER	305.00
11/13/2018	45800	LEGACY ASSESSING SERVICES INC	NOV 2018 ASSESSING SERVICES OCTOBER 2018	2,566.00
11/13/2018	45801	LYNN BURKLEY	DECALS FOR #1018	260.00
11/13/2018	45802	MICHIGAN PIPE AND VALVE	PJ CORP FORD CC (6)	408.00
11/13/2018	45803	MONROE TRUCK EQUIPMENT INC	LOUVERED RACK/INSTALLATION HARDWARE	374.00
11/13/2018	45804	NJB ARCHITECTS INC	8002 MILLER RD	2,400.00
11/13/2018	45805	SELF SERVE LUMBER CO.	LUMBER	62.27
11/13/2018	45806	SIMEN FIGURA & PARKER PLC	OCT 2018 MONTHLY INVOICE	2,002.00
11/13/2018	45807	<b>SUBURBAN AUTO SUPPLY</b>	MUD FLAPS	124.88
			AIR FILTER/15W40 GAL	71.98
				<b>196.86</b>
11/13/2018	45808	SUPER FLITE OIL CO INC	OCT 2018 FUEL - DPW	1,422.43
11/13/2018	45809	SWARTZ CREEK ELEVATOR	25# GRASS SEED	57.00
11/13/2018	45810	TYLER, JIM	REFUND-JAN 2019 PARTIAL/RATE ADJ.	32.90
11/13/2018	45811	<b>UNIFIRST CORPORATION</b>	MATS, SUPPLIES	40.51
			UNIFORMS, MATS, SUPPLIES, ENV.	143.63
			MATS, SUPPLIES	40.51
			UNIFORMS, MATS, SUPPLIES, ENV.	166.79
				<b>391.44</b>
11/13/2018	45812	VEHICLE ACCESSORIES	TRUCK STEPS	584.22
11/20/2018	45813	ACE-SAGINAW PAVING COMPANY	COLD PATCH	630.12
11/20/2018	45814	ALDRIDGE TRUCKING CO INC	STONE/SAND	272.25
11/20/2018	45815	BIO-SERV CORPORATION	PEST CONTROL CITY HALL/LIBRARY-SR CTR	106.00
11/20/2018	45816	<b>BLUE CARE NETWORK-EAST MI</b>	DEC 2018 RETIREE MEDICAL TYLER	677.90
			DEC 2018 RETIREE MEDICAL CLOLINGER	1,289.97
			DEC 2018 COBRA INS O'BRIEN	629.86
				<b>2,597.73</b>
11/20/2018	45817	BRADLEY S ELLING	REPLACE MAPLE TREE 5263 WORCHESTER	450.00
11/20/2018	45818	CHARTER TOWNSHIP OF MUNDY	SEPT 2018 JOINT INSP & PERMIT FEES	10,260.39
11/20/2018	45819	<b>COMMUNITY IMAGE BUILDERS</b>	ZONING ORDINANCE CHANGES PER MEDC AUDIT	2,287.00
			ZONING ORDINANCE CHANGES PER MEDC AUDIT	729.00
			ZONING ORDINANCE CHANGES PER MEDC AUDIT	49.05
				<b>3,065.05</b>
11/20/2018	45820	DAVID KRUEGER	SMALL CITIES MTG 11/7/18 MILEAGE/DINNER	19.44
11/20/2018	45821	DELTA DENTAL PLAN	DEC 2018 RETIREE DENTAL (6)	329.28
11/20/2018	45822	<b>DETROIT SALT COMPANY</b>	ROAD SALT AT \$54.40 PER TON	2,712.93
			ROAD SALT AT \$54.40 PER TON	2,618.27
				<b>5,331.20</b>
11/20/2018	45823	FLINT NEW HOLLAND	FRONT BLADE/WEIDMANN CAB	2,654.00
11/20/2018	45824	GENESEE CTY DRAIN COMMISSIONER	WATER 9/26-10/31/18 2,310,446 CF	148,950.65
11/20/2018	45825	JOHNS TRUCK SERVICE	RPLC FUEL FILTER/BRAKES/EXHAUSE/RPR LIGH	3,046.77
11/20/2018	45826	KEVIN GROVES APPRAISALS INC	APPRAISAL REPORT 6195 MILLER RD	3,500.00
11/20/2018	45827	KRIS BROWN	MCAT TRAINING MILEAGE 11/14-11/16/18	154.34
11/20/2018	45828	MICH ASSOC MUNICIPAL CLERKS	CLERK ANNUAL MEMB DUES	60.00
11/20/2018	45829	MICHIGAN MUNICIPAL LEAGUE	CDL DRIVERS FEE (5) 1/1-12/31/19	350.00
11/20/2018	45830	MISSION COMMUNICATIONS LLC	SERVICE 12/1/18-11/30/19	407.40
11/20/2018	45831	MY-CAN LLC	PORT-A-JON RENTAL	130.00
11/20/2018	45832	OHM ADVISORS	SPRINGBROOK E PHASE II ENG RVW 1	953.75
11/20/2018	45833	OHM ADVISORS	STREETSCAPE/PARKING LOT DESIGN AND BIDDI	11,403.75
11/20/2018	45834	OHM ADVISORS	ENGINEERING SERVICES HELMSLEY DRIVE	3,091.25
11/20/2018	45835	OHM ADVISORS	KFC CONSTRUCTION SERVICES	5,087.50
11/20/2018	45836	OHM ADVISORS	SPRINGBROOK E PHASE II ENG RVW 3	567.50
11/20/2018	45837	<b>PARAGON LABORATORIES INC</b>	EML/WATER SAMPLES WO KEJ-0346	330.00
			EML/WATER SAMPLES WO KEJ-0347	492.00
				<b>822.00</b>

11/20/2018	45838	PITNEY BOWES INC.	LEASING CHARGES 8/30-11/29/18	144.12
11/20/2018	45839	ROWE PROFESSIONAL SERVICES CO	N SIDE FORTINO BOUNDARY AND TOPOGRAPHIC	2,900.00
11/20/2018	45840	<b>SHULTS EQUIPMENT LLC</b>	CARBIDE BLADE (6)	1,665.48
			CURB GUARD (2)	148.50
				<b>1,813.98</b>
11/20/2018	45841	SPARTAN MOTORS USA INC	NEW FIRE TRUCK	191,187.48
11/20/2018	45842	STATE OF MICHIGAN-DEPART. TREA	2019 MCAO CERT	175.00
11/20/2018	45843	<b>SUBURBAN AUTO SUPPLY</b>	ANTIFREEZE/RAINX W W FLUID	34.97
			CABLE TIES	10.99
			HYD OIL/15W40 OIL	57.98
				<b>103.94</b>
11/20/2018	45844	<b>UNIFIRST CORPORATION</b>	MATS, SUPPLIES	40.51
			UNIFORMS, MATS, SUPPLIES, ENV.	134.59
			MATS, SUPPLIES	40.51
			UNIFORMS, MATS, SUPPLIES, ENV.	134.59
				<b>350.20</b>
11/20/2018	45845	UNUM LIFE INSURANCE	DEC 2018 RETIREE LIFE INS (3)	35.10
11/20/2018	45846	VORTEX INC	REPAIR FURNACE SENIOR CENTER	115.00
11/20/2018	45847	WEST SHORE SERVICES INC	2018 SIREN MAINT. AGREEMENT	1,800.00
11/20/2018	45848	WINDER POLICE EQUIPMENT	FLASHLIGHTS (3)	459.00
11/29/2018	45849	ARTHUR KITTLE	REF OF DEP ON FILE W/CITY 128 ASHLEY	75.00
11/29/2018	45850	CHRISTOPHER SAVOI	REF OF DEP ON FILE W/CITY 38 SOMERSET	75.00
11/29/2018	45851	DANA BRUCE	REF OF DEP ON FILE W/CITY 142 ASHLEY	75.00
11/29/2018	45852	DEBORAH MILLER	REF OF DEP ON FILE W/CITY 152 SOMERSET	75.00
11/29/2018	45853	DESTRY NELSON	REF OF DEP ON FILE W/CITY 88 HAMILTON	75.00
11/29/2018	45854	DIANE POPE	REF OF DEP ON FILE W/CITY 5 BROOKFIELD	75.00
11/29/2018	45855	EUGENE SCHLOSSER	REF OF DEP ON FILE W/CITY 71 ASHLEY	75.00
11/29/2018	45856	FRANK DONASKI	REF OF DEP ON FILE W/CITY 104 ASHLEY	75.00
11/29/2018	45857	GLENN TADDEUCCI	REF OF DEP ON FILE W/CITY 77 HAMILTON	75.00
11/29/2018	45858	HAZEL MATTHEWS	REF OF DEP ON FILE W/CITY 164 BROOKFIELD	75.00
11/29/2018	45859	JASON WHITE	REF OF DEP ON FILE W/CITY 8 BROOKFIELD	75.00
11/29/2018	45860	JENNIFER BOBEDA	REF OF DEP ON FILE W/CITY 1 BROOKFIELD	75.00
11/29/2018	45861	JOSEPH ACKERMAN	REF OF DEP ON FILE W/CITY 159 BROOKFIELD	75.00
11/29/2018	45862	JOSLYN GEMMILL	REF OF DEP ON FILE W/CITY 32 BROOKFIELD	75.00
11/29/2018	45863	JOY LAWRENCE	REF OF DEP ON FILE W/CITY 122 ASHLEY	75.00
11/29/2018	45864	JUDITH STREETER	REF OF DEP ON FILE W/CITY 167 BROOKFIELD	75.00
11/29/2018	45865	JULIE PARSONS	REF OF DEP ON FILE W/CITY 13 BROOKFIELD	75.00
11/29/2018	45866	KIMBERLY BURGHARTDT	REF OF DEP ON FILE W/CITY 126 ASHLEY	75.00
11/29/2018	45867	LEONARD ARNOLD	REF OF DEP ON FILE W/CITY 44 SOMERSET	75.00
11/29/2018	45868	MARY MCPHILIMY	REF OF DEP ON FILE W/CITY 41 SOMERSET	75.00
11/29/2018	45869	MATTHEW RIERSON	REF OF DEP ON FILE W/CITY 138 ASHLEY	75.00
11/29/2018	45870	MICHAEL COBURN	REF OF DEP ON FILE W/CITY 131 ASHLEY	75.00
11/29/2018	45871	MICHAEL MACK	REF OF DEP ON FILE W/CITY 15 BROOKFIELD	75.00
11/29/2018	45872	PATRICIA SYDOW	REF OF DEP ON FILE W/CITY 132 ASHLEY	75.00
11/29/2018	45873	PENELOPE SCHULTZ	REF OF DEP ON FILE W/CITY 69 ASHLEY	75.00
11/29/2018	45874	PETER ROMANO	REF OF DEP ON FILE W/CITY 40 SOMERSET	75.00
11/29/2018	45875	SHANNON LEWIS	REF OF DEP ON FILE W/CITY 147 SOMERSET	75.00
11/29/2018	45876	STEVE KILMER	REF OF DEP ON FILE W/CITY 62 ASHLEY	75.00
11/29/2018	45877	SUSAN HECKMAN	REF OF DEP ON FILE W/CITY 84 ASHLEY	75.00
11/29/2018	45878	TAMARA NEWCOMB	REF OF DEP ON FILE W/CITY 107 ASHLEY	75.00
11/29/2018	45879	THERESA MADAJ	REF OF DEP ON FILE W/CITY 144 SOMERSET	75.00
11/29/2018	45880	<b>THOMAS SVRCEK</b>	REIMB BUCK/SLEIGH	116.99
			REIMB 6 FT PICNIC TABLE (5)/OSB	307.91
			REIMB XMAS LIGHTS	154.74
				<b>579.64</b>
11/29/2018	45881	TONYA LAMAY	REF OF DEP ON FILE W/CITY 19 BROOKFIELD	75.00

Total of 134 Checks:	481,243.48
Less 0 Void Checks:	<u>0.00</u>
Total of 134 Disbursements:	481,243.48

# Metro Police Authority Activity Action Summary

Citation Date 11/1/2018 - 11/30/2018

Action	Total Actions
Admin. Assign	921
Business Checks	922
Citizen Contacts	20
Code Enforcement	71
Court	12
Felony Arrests	7
Felony Warrant	2
Follow-up	102
General Patrol	200
Incident Reports	212
Initiated Activity	364
Interview	13
Investigations	97
Misd. Arrests	18
Misdemeanor Warrant	1
Parking Citations	20
PD Accidents	61
PI Accidents	9
Radio Calls	911
Residential Patrol	404
Special Assignment	2
Surveillance	33
Traffic Citations	39
Traffic Enforcement	265
Traffic Warnings	131
Training	29
<b>Total</b>	<b>4866</b>

# Metro Police Authority Offense Summary

## For Swartz Creek

Occurred **11/1/2018 - 11/30/2018**

Offense	Total Offenses
1303 - 13002 - Aggravated/Felonious Assault - Family - Strong Arm	1
1306 - 13002 - Aggravated/Felonious Assault - Non-Family - Strong Arm	1
1313 - 13001 - Assault and Battery/Simple Assault	4
1380 - 13003 - Telephone Used for Harassment, Threats	1
2204 - 22002 - Burglary - No Forced Entry - Residence (Including Home Invasion)	2
2305 - 23005 - Larceny - Personal Property from Vehicle	1
2308 - 23003 - Larceny - From Building (Includes library, office used by public, etc)	2
2399 - 23007 - Larceny (Other)	2
2404 - 24001 - Vehicle Theft	1
2609 - 26007 - Fraud - Identity Theft	1
2902 - 29000 - Damage to Property - Private Property	3
3074 - 30002 - Retail Fraud Theft 2nd Degree	1
3699 - 36004 - Sex Offense (Other)	1
5015 - 50000 - Failure to Appear	1
5275 - 52001 - Possession of Firearm in Commission of Crime	1
8011 - 54001 - Motor Vehicle Accident - Failed to Stop and Identify	1
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	1
9910 - 93001 - Traffic, Non-Criminal - Accident	17
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	2
9941 - 98004 - Inspections/Investigations - Other Inspections	1
9942 - 98006 - Inspections/Investigations - Family Trouble	1
9953 - 99008 - Miscellaneous - General Assistance	6
9954 - 99009 - Miscellaneous - Non-Criminal	1
9955 - 99008 - Miscellaneous - Assist to EMS	1
<b>Total</b>	<b>54</b>



**Public Works**  
**Monthly Work Orders**

12/03/18

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
BXRP18-0160	GR10-005283-0000-03	FRIES, THOMAS 5283 GREENLEAF DR	11/29/18	CURB BOX REPAIR
ELEC18-0054 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/06/18 11/06/18	ELEC SETUP/TAKEDO
ELEC18-0055 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/07/18 11/07/18	ELEC SETUP/TAKEDO
FLAG18-0200 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/08/18 11/12/18	LOWER/RAISE FLAG
FLAG18-0201	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/20/18	LOWER/RAISE FLAG
FNRD18-1470 COMPLETED	WO10-005332-0000-10	GODFREY, JARED & WENDY 5332 WORCHESTER DR	11/01/18 11/02/18	FINAL READ
FNRD18-1471 COMPLETED	LU10-009130-0000-02	KENDZIORSKI, EUGENE 9130 LUEA LN	11/09/18 11/09/18	FINAL READ
FNRD18-1472 COMPLETED	CO20-007451-0000-02	CHRISTENSEN, DOLORES S. 7451 COUNTRY MEADOW DR	11/06/18 11/07/18	FINAL READ
FNRD18-1473 COMPLETED	CE10-009263-0000-06	NEMER, DANNY 9263 CEDAR CREEK CT	11/06/18 11/06/18	FINAL READ
FNRD18-1474 COMPLETED	GR20-007445-0000-05	ADAMS, GABRIEL 7445 GROVE ST	11/06/18 11/07/18	FINAL READ
FNRD18-1475 COMPLETED	LI10-004252-0000-01	WOODSIDE BUILDERS 4252 LINDSEY DR	11/08/18 11/08/18	FINAL READ
FNRD18-1476 COMPLETED	BR30-000156-0000-04	HAVENPARK 156 BROOKFIELD DR	11/09/18 11/09/18	FINAL READ
FNRD18-1477 COMPLETED	BI20-004186-0000-01	GILBERT, LEE ANN 4186 BIRCH LN	11/09/18 11/09/18	FINAL READ
FNRD18-1478 COMPLETED	JI10-009292-0000-10	KESSLER, ROBERT 9292 JILL MARIE LN	11/09/18 11/09/18	FINAL READ
FNRD18-1479 COMPLETED	JI10-009235-0000-04	FOX, NATALIE 9235 JILL MARIE LN	11/15/18 11/15/18	FINAL READ
FNRD18-1480 COMPLETED	DA10-005142-0000-02	BLOSS, KAREN 5142 DAVAL DR	11/13/18 11/13/18	FINAL READ
FNRD18-1481 COMPLETED	MC10-005048-0000-04	FERRIS, SCOTT 5048 MC LAIN ST	11/19/18 11/19/18	FINAL READ
FNRD18-1482	MO10-004379-0000-02	HOOVER, SCOTT 4379 MORRISH RD	11/20/18 11/20/18	FINAL READ
FNRD18-1483 COMPLETED	WA10-007459-0000-07	YOUNG, BRIAN 7459 WADE ST	11/20/18 11/21/18	FINAL READ
FNRD18-1484 COMPLETED	DO10-005272-0000-01	DRUMMOND, RICHARD 5272 DONSHENK DR	11/21/18 11/21/18	FINAL READ

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
FNRD18-1485	FA10-005052-0000-05	WESTON, DAWN 5052 FAIRCHILD ST	11/21/18	FINAL READ
FNRD18-1486 COMPLETED	CE10-009289-0000-05	BABCOCK, BENJAMIN 9289 CEDAR CREEK CT	11/26/18 11/27/18	FINAL READ
FNRD18-1487 COMPLETED	BR10-005064-0000-01	SPRINGER, GEORGE 5064 BRADY ST	11/28/18 11/29/18	FINAL READ
FNRD18-1488 COMPLETED	FR10-004491-0000-01	RUSSELL, HELEN FAY 4491 FREDERICK ST	11/30/18 11/30/18	FINAL READ
GWO18-0500 COMPLETED	EL10-003500-0000-03	SCHMIDT, LYNNE & MARK 3500 ELMS RD	11/15/18 11/15/18	GENERIC WORK ORDE
GWO18-0501 COMPLETED	IN10-008241-0000-01	GARDNER, BARBARA 8241 INGALLS ST	11/21/18 11/21/18	GENERIC WORK ORDE
LNDS18-0142 COMPLETED	MA20-008041-0000-05	ADOLPH, MATTHEW 8041 MAPLE ST	11/15/18 11/19/18	LANDSCAPING
MNT18-0283 COMPLETED	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	11/14/18 11/14/18	BUILDING MAINTENA
MNT18-0284 COMPLETED	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	11/15/18 11/15/18	BUILDING MAINTENA
MNT18-0285 COMPLETED	WI10-005363-0000-01	ABRAMS PARK 5363 WINSHALL DR	11/19/18 11/19/18	BUILDING MAINTENA
READ18-0635 COMPLETED	KR20-004276-0000-01	SPRINGVALE ASSISTED LIVING 4276 KROGER DR	11/02/18 11/01/18	READ METER
READ18-0636 COMPLETED	WI10-005414-0000-04	LAMROCK, TERRY 5414 WINSHALL DR	11/14/18 11/14/18	READ METER
READ18-0637 COMPLETED	GR20-007503-0000-01	SEELYE, M S 7503 GROVE ST	11/15/18 11/15/18	READ METER
READ18-0638 COMPLETED	HT10-003449-0000-01	KESSLER, JOANNE 3449 HERITAGE BLVD	11/16/18 11/16/18	READ METER
SETM18-0077 COMPLETED	BI10-005260-0000-02	FARRO, KATHERINE 5260 BIRCHCREST DR	11/05/18 11/05/18	SET METER
SETM18-0078 COMPLETED	BR20-007028-0000-01	DONALDSON, PEGGY 7028 BRISTOL RD	11/06/18 11/06/18	SET DUMMY METER
SETM18-0079 COMPLETED	LI10-004252-0000-01	WOODSIDE BUILDERS 4252 LINDSEY DR	11/07/18 11/07/18	SET METER
SETM18-0080 COMPLETED	HT10-003264-0000-01	J W MORGAN CONSTRUCTION LLC 3264 HERITAGE BLVD	11/27/18 11/29/18	SET METER
SETM18-0081 COMPLETED	LI10-004272-0000-01	BRIGGS, CAROL 4272 LINDSEY DR	11/27/18 11/27/18	SET METER
SWBK18-0074 COMPLETED	JI10-009292-0000-11	PORN, DENISE 9292 JILL MARIE LN	11/19/18 11/19/18	SEWER BACKUP
SWR18-0067 COMPLETED	DU10-005251-0000-01	KING, ELAINE M 5251 DURWOOD DR	11/07/18 11/07/18	SEWER DRAIN PROBL
WOFF18-2068	MA20-008090-0000-02	SHOUP, WILLIAM	11/02/18	WATER TURN OFF

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
		8090 MAPLE ST		
WOFF18-2069 COMPLETED	SE20-005345-0000-01	RENO, DENNIS 5345 SEYMOUR RD	11/01/18 10/31/18	WATER TURN OFF
WOFF18-2070 COMPLETED	NQ10-009168-0000-02	ELIZANDO, CRYSTAL 9168 NORBURY DR	11/13/18 11/13/18	WATER TURN ON
WOFF18-2071 COMPLETED	DU10-005346-0000-01	GRAZIANO, REBECCA 5346 DURWOOD DR	11/14/18 11/14/18	WATER TURN OFF
WOFF18-2072 COMPLETED	MA20-008040-0000-02	KEVIN ELLINGHAUSEN 8040 MAPLE ST	11/14/18 11/16/18	WATER TURN OFF
WOFF18-2073 COMPLETED	MI10-005286-0000-02	BARLOW, ROBERT P 5286 MILLER RD	11/14/18 11/14/18	WATER TURN OFF
WOFF18-2074 COMPLETED	MI10-008295-0000-06	VIALPANDO, TARA 8295 MILLER RD	11/14/18 11/14/18	WATER TURN OFF
WOFF18-2075 CANCELLED	YA10-007036-0000-03	ROBISON, JACK 7036 YARMY DR	11/14/18 11/14/18	WATER TURN OFF
WOFF18-2076 CANCELLED	EL10-003493-0000-08	SPALDING, MICHELLE 3493 ELMS RD	11/14/18 11/14/18	WATER TURN OFF
WOFF18-2077 COMPLETED	MI10-006242-0000-03	PURKEY, LANCE 6242 MILLER RD	11/19/18 11/19/18	WATER TURN OFF
WOFF18-2078 COMPLETED	SC20-005079-0000-08	OTT, JACOB 5079 SCHOOL ST	11/19/18 11/19/18	WATER TURN OFF
WOFF18-2079 CANCELLED	WQ10-005215-0000-05	SMYTH, KARIN 5215 WORCHESTER DR	11/19/18 11/19/18	WATER TURN OFF
WOFF18-2080 COMPLETED	DO10-005267-0000-07	RYAN, TRAVIS 5267 DON SHENK DR	11/19/18 11/19/18	WATER TURN OFF
WOFF18-2081 CANCELLED	CO20-007483-0000-02	PINTO, RAHUL 7483 COUNTRY MEADOW DR	11/19/18 11/19/18	WATER TURN OFF
WOFF18-2083 COMPLETED	MO10-004494-0000-01	SC CHURCH OF GOD-PENTECOST 4494 MORRISH RD	11/19/18 11/19/18	WATER TURN OFF
WOFF18-2084 CANCELLED	PA10-007112-0000-06	MCFARLANE, KEELY 7112 PARK RIDGE PKY	11/19/18 11/19/18	WATER TURN OFF
WOFF18-2085 COMPLETED	SE20-005305-0000-02	HINMAN, LISA 5305 SEYMOUR RD	11/19/18 11/19/18	WATER TURN OFF
WOFF18-2086 COMPLETED	MO10-004318-0000-04	HEMPHILL, ROGER 4318 MORRISH RD	11/19/18 11/20/18	WATER TURN OFF
WOFF18-2087 CANCELLED	BI10-005241-0000-02	ROBERTSON, KEVIN 5241 BIRCHCREST DR	11/20/18 11/20/18	WATER TURN OFF
WOFF18-2088 COMPLETED	HI10-009229-0000-02	PHANEUF, TAMMY 9229 HILL RD	11/20/18 11/20/18	WATER TURN OFF
WOFF18-2089 COMPLETED	MI10-008346-0000-02	SPROWL, CLARE 8346 MILLER RD	11/20/18 11/20/18	WATER TURN OFF
WOFF18-2090 COMPLETED	WO10-005285-0000-03	BANACKI, PHILLIP 5285 WORCHESTER DR	11/20/18 11/20/18	WATER TURN OFF

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WOFF18-2091 COMPLETED	CH20-008487-0000-01	MAURER, RICHARD 8487 CHESTERFIELD DR	11/23/18 11/23/18	WATER TURN OFF
WOFF18-2092 COMPLETED	WI10-005182-0000-01	ALEXANDER, LINDA J 5182 WINSHALL DR	11/30/18 11/30/18	WATER TURN OFF
WOFF18-2093 CANCELLED	BR10-005019-0000-01	ECKERDT, ERNEST 5019 BRADY AVE	11/28/18 11/28/18	WATER TURN OFF
WOFF18-2094 CANCELLED	MI10-008127-0000-01	ELEGANT CATERING 8127 MILLER RD	11/28/18 11/28/18	WATER TURN OFF
WOFF18-2095 CANCELLED	MO10-004400-0000-01	DELBRIDGE, ROBERT 4400 MORRISH RD	11/28/18 11/28/18	WATER TURN OFF
WOFF18-2096 CANCELLED	CB10-003452-0000-01	ALEXANDER, TONY 3452 CAMBRIDGE	11/28/18 11/28/18	WATER TURN OFF
WOFF18-2097 COMPLETED	BR10-005032-0000-01	JOZWIAK, BERNADETTE 5032 BRADY ST	11/28/18 11/28/18	WATER TURN OFF
WOFF18-2098 COMPLETED	CH20-009143-0000-01	CHICK, DEBORA J 9143 CHESTERFIELD DR	11/28/18 11/28/18	WATER TURN OFF
WOFF18-2099 COMPLETED	FA10-005025-0000-02	BOHNARD, SHIRLEY 5025 FAIRCHILD ST	11/28/18 11/28/18	WATER TURN OFF
WOFF18-2100 CANCELLED	GR10-005283-0000-03	FRIES, THOMAS 5283 GREENLEAF DR	11/28/18 11/28/18	WATER TURN OFF
WOFF18-2101 CANCELLED	JI10-009243-0000-01	BARRY, BENJAMIN 9243 JILL MARIE LN	11/28/18 11/28/18	WATER TURN OFF
WOFF18-2102 CANCELLED	JI10-009284-0000-03	TURNER, TRINA 9284 JILL MARIE LN	11/28/18 11/29/18	WATER TURN OFF
WOFF18-2103 CANCELLED	LU10-009071-0000-02	PARISH, LEE ANN 9071 LUEA LN	11/28/18 11/28/18	WATER TURN OFF
WOFF18-2104 COMPLETED	MI10-005404-0000-01	MORELL, DONALD 5404 MILLER RD	11/28/18 11/28/18	WATER TURN OFF
WOFF18-2105 CANCELLED	SE10-005044-0000-04	HAHN, LISA 5044 SECOND ST	11/28/18 11/28/18	WATER TURN OFF
WOFF18-2106 COMPLETED	SE20-005195-0000-05	GRANGER, HEATHER 5195 SEYMOUR RD	11/28/18 11/29/18	WATER TURN OFF
WOFF18-2107 COMPLETED	YA10-007060-0000-05	INDISH, KELLY 7060 YARMY DR	11/28/18 11/28/18	WATER TURN OFF
WTON18-1257 COMPLETED	MI10-008103-0000-07	KUNZ, DAVID 8103 MILLER RD	11/09/18 11/12/18	WATER TURN ON
WTON18-1258 COMPLETED	WA10-007459-0000-07	YOUNG, BRIAN 7459 WADE ST	11/09/18 11/09/18	WATER TURN ON
WTON18-1259 COMPLETED	DU10-005346-0000-01	GRAZIANO, REBECCA 5346 DURWOOD DR	11/14/18 11/14/18	WATER TURN ON
WTON18-1260 COMPLETED	MI10-008295-0000-06	VIALPANDO, TARA 8295 MILLER RD	11/14/18 11/14/18	WATER TURN ON
WTON18-1261 COMPLETED	MI10-005286-0000-02	BARLOW, ROBERT P	11/19/18	WATER TURN ON

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		5286 MILLER RD	11/16/18	
WTON18-1262	MA20-008040-0000-02	KEVIN ELLINGHAUSEN	11/19/18	WATER TURN ON
COMPLETED		8040 MAPLE ST	11/19/18	
WTON18-1263	SE20-005305-0000-02	HINMAN, LISA	11/19/18	WATER TURN ON
COMPLETED		5305 SEYMOUR RD	11/19/18	
WTON18-1264	MI10-006242-0000-03	PURKEY, LANCE	11/20/18	WATER TURN ON
COMPLETED		6242 MILLER RD	11/20/18	
WTON18-1265	MO10-004318-0000-04	HEMPHILL, ROGER	11/20/18	WATER TURN ON
COMPLETED		4318 MORRISH RD	11/20/18	
WTON18-1266	WO10-005285-0000-03	BANACKI, PHILLIP	11/20/18	WATER TURN ON
COMPLETED		5285 WORCHESTER DR	11/20/18	
WTON18-1267	HI10-009229-0000-02	PHANEUF, TAMMY	11/20/18	WATER TURN ON
COMPLETED		9229 HILL RD	11/20/18	
WTON18-1268	MI10-008346-0000-02	SPROWL, CLARE	11/20/18	WATER TURN ON
COMPLETED		8346 MILLER RD	11/20/18	
WTON18-1269	DO10-005267-0000-07	RYAN, TRAVIS	11/20/18	WATER TURN ON
COMPLETED		5267 DON SHENK DR	11/20/18	
WTON18-1270	SC20-005079-0000-08	OTT, JACOB	11/21/18	WATER TURN ON
COMPLETED		5079 SCHOOL ST	11/21/18	
WTON18-1271	MO10-004494-0000-01	SC CHURCH OF GOD-PENTECOST	11/21/18	WATER TURN ON
COMPLETED		4494 MORRISH RD	11/21/18	
WTON18-1272	CH20-008487-0000-01	MAURER, RICHARD	11/26/18	WATER TURN ON
COMPLETED		8487 CHESTERFIELD DR	11/26/18	
WTON18-1273	YA10-007060-0000-05	INDISH, KELLY	11/29/18	WATER TURN ON
COMPLETED		7060 YARMY DR	11/29/18	
WTON18-1274	SE20-005195-0000-05	GRANGER, HEATHER	11/29/18	WATER TURN ON
COMPLETED		5195 SEYMOUR RD	11/29/18	

Total Records: 98

Report Generated: 12/3/2018 10:41 AM

Report Options: Scheduled From: 11/1/2018 To: 11/30/2018

# DPS ACTIVITY NOVEMBER 2018

	<u>REGULAR</u>	<u>HOLIDAY</u>	<u>VACATION</u>	<u>ABSENT</u>	<u>OT</u>	<u>DT</u>
<b>101 GENERAL FUND</b>						
262.0 ELECTIONS	15.00		0.15	0.13		
345.0 P S BLDG	50.15	0.25	0.21			
781.0 AMPHI-PARK	2.00		0.11			
782.0 ABRAMS PARK	31.19		5.11	0.77		
783.0 ELMS PARK	38.60		1.40	0.01		
784.0 BICENT. PARK	10.50		1.39	0.14		
790.0 SENIOR CENTER/LIBRARY	68.13	1.55	1.39			
793.0 CITY HALL	31.13	0.65	1.05	0.25		
794.0 COMM PROMO	153.62	12.54	9.01	5.24		
796.0 CEMETERY	16.00	3.50	1.96	0.30		
<b>202 MAJOR STREET FUND</b>						
429.0 SAFETY						
441.0 PARK & RIDE	19.00	0.50	0.14			
463.0 STREET MAIN	85.53	3.72	16.04	2.09		
474.0 TRAFFIC	1.00	0.27	0.07	0.08		
478.0 SNOW & ICE	2.00	0.54	0.13	0.15	4.00	
482.0 ADMIN	23.70	0.59	0.22			
<b>203 LOCAL STREET FUND</b>						
429.0 SAFETY						
463.0 STREET MAIN	141.53	6.15	18.31	2.85		
474.0 TRAFFIC	24.59		0.11	1.22		
478.0 SNOW & ICE	7.00	1.79	0.13	0.15	1.50	
482.0 ADMIN	22.60	0.59	0.22			
<b>226 GARBAGE FUND</b>						
528.0 COLLECT	1.00	0.25				
530.0 WOODCHIPPING	92.50	1.75	2.24	0.27		
782.0 WINSHALL PARK GARBAGE	9.00		0.03		1.00	1.00
783.0 ELMS PARK GARBAGE	17.50	0.50	0.36		1.00	1.00
793.0 CITY HALL	7.78	0.16	0.26	0.07		
<b>590 WATER</b>						
540.0 WATER SYSTEM	207.77	15.80	21.68	3.43	17.00	2.00
540.0 WATER-ON CALL	2.00	0.54	0.13	0.15		
542.0 READ & BILL	14.74	1.77	0.48	0.75		
793.0 CITY HALL	19.45	0.41	0.66	0.04		
<b>591 SEWER</b>						
536.0 SEWER SYSTEM	70.52	3.64	3.17	0.14		
536.0 SEWER-ON CALL	2.00	0.54	0.13	0.15		
537.0 LIFT STATION	15.88	1.47	0.55			
542.0 READ & BILL	14.74	1.77	0.48	0.63		
793.0 CITY HALL	19.44	0.41	0.66	0.16		
<b>661 MOTOR POOL FUND</b>						
795.0 CITY GARAGE	86.91	2.35	2.02	0.33		
<b>DAILY HOURS TOTAL</b>	<b>1324.50</b>	<b>64.00</b>	<b>90.00</b>	<b>19.50</b>	<b>24.50</b>	<b>4.00</b>

DPS Equipment Rental  
November 2018  
Page 1

Nature Of Work	4WD 7-15,3-08 2-08, 09-03	4WD 7-15,3-08 2-08, 09-03a	2WD 5-16	JCB Backhoe 06'00	Backhoe w/breaker 06'00a	Bucket Truck 6-99	Brush Hog 09'02	Dump 11	Dump w/plow 11a	Dump 12'02	Dump w/plow 12'02a	Dump 12-04	Dump w/plow 12-04a
101.262 Elections	10												
101.450 Forestry													
101.781 Pajitas Amphi													
101.782 Winshall Pk	5												
101.783 Elms Pk			2										
101.784 Bicentennial Pk													
101.790 Sen Ctr./Lib	36.5		2										
101.345 PS Bldg	20.5		1										
101.793 City Hall	38.5		4										
101.794 Comm Promo	47		4			22							
661.795 City Garage			3										
101.796 City Cem	4												
202.463 Maint. Major	12		2									2	
202.474 Traffic-Major	1		5							10		15	
202.478 Snow/Ice-Maj			4										
202.482 Major-Admin			6										
203.463 Maint-Local	12		4										
203.474 Traffic-Local			7										
203.478 Snow/Ice-Local	3.5	4	4							6.5		4	
203.482 Local-Admin			11										
226.528 Waste Collect	2												
226.530 Woodchipping	13							21					
590.540 Water System	64		35										
590.542 Water-Read/Bill	14.5		3.5										
591.536 Sewer System	10		22										
591.537 Sewer Lift Stat			11										
226.782 Winshall Pk Gbg	2												
226.783 Elms Pk Gbg	5												
591.542 Sewer Read/Bill	14.5		3.5										
<b>Total</b>	<b>315</b>	<b>4</b>	<b>134</b>	<b>0</b>	<b>0</b>	<b>22</b>	<b>0</b>	<b>21</b>	<b>0</b>	<b>16.5</b>	<b>0</b>	<b>21</b>	<b>0</b>

Nature Of Work	Portable Generator	Case Backhoe 17	Sweeper	JD Tractor 19	Chipper	#42 Arrow	Arrow Board	Trailer	Roller	Pressure Washer	Post Hole Digger	01'98	Kubota 5-18
101.262 Elections													
101.450 Forestry													
101.781 Pajtas Amphi													
101.782 Winshall Pk													
101.783 Elms Pk													
101.784 Bicentennial Pk													
101.790 Sen Ctr./Lib													
101.345 PS Bldg													
101.793 City Hall													
101.794 Comm Promo													
661.795 City Garage													
101.796 City Cem			4										
202.463 Maint. Major			20										
202.474 Traffic-Major													
202.478 Snow/Ice-Maj													8
202.482 Major-Admin													
203.463 Maint-Local			20			4							
203.474 Traffic-Local													
203.478 Snow/Ice-Local													
203.482 Local-Admin													
226.528 Wast Collect													
226.530 Woodchipping					21								
590.540 Water System													
590.542 Water-Read/Bill													
591.536 Sewer System													
591.537 Sewer Lift Stat													
<b>Total</b>	<b>0</b>	<b>0</b>	<b>44</b>	<b>0</b>	<b>21</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>



November 2018	MILES DRIVEN		GALLONS GAS PURCHASED		GALLONS DIESEL PURCHASED
#5-16 2WD gas	894.0				
#7-15 4WD gas	491.0		72.0		
#3-08 P/U 4WD gas	289.0		39.2		
#10-18 P/U diesel	365.0				40.0
09-03 P/U 4WD diesel	8.0				
#2-08 P/U 4WD gas	208.0		22.5		
#6-00 BACKHOE diesel					23.0
#11 DUMP gas	100.0		14.4		
#12-02 DUMP diesel	274.0				70.7
#12-04 DUMP diesel	203.0				58.0
#12-99 GENERATOR gas					
#17 CASE BACKHOE diesel					
#19 JD TRACTOR diesel					
#06-99 BUCKET TRUCK gas	34.0		24.0		
#21 WOOD CHIPPER diesel					26.0
#807 STREET SWEEPER diesel	333.0				96.0
#42 ASPHALT HEATER diesel					
#37 TRAIL ARROW					
#10-15 GEN gas					
#5-18 KUBOTA (Hours)			3.0		
gas can					
<b>TOTAL</b>	<b>3199.0</b>		<b>175.1</b>		<b>313.7</b>

# City of Swartz Creek

## Building Permit List

2018

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
<b>Building</b>							
PB1800051	11/08/18	WOODSIDE BUILDERS, INC	(810) 635 2227	58-36-676-070	\$164,811	\$1,022.00	4268 LINDSEY DR 48473 Res Single Family
PB1800056	11/06/18	SERVPRO	(810) 732 3298	58-03-533-198	\$21,030	\$298.00	9193 NORBURY DR 48473-Res Add/Alter/Repair
PB1800057	11/08/18	SERVPRO	(810) 732 3298	58-31-200-008	\$900	\$75.00	6242 MILLER RD 48473-Res Deck
PB1800058	11/12/18	Hanson's Window & Constructi	(248) 581 3030	58-35-776-031	\$12,809	\$100.00	31 BROOKFIELD 48473-Roofing
PB1800059	11/15/18	Tri County Roofing	(810) 732 7732	58-02-504-005	\$0	\$100.00	8343 MILLER RD 48473 Roofing
PB1800060	11/21/18	Foundation Systems of Michiga	(734) 838 3895	58-31-100-009	\$12,255	\$172.00	6383 BRISTOL RD 484734Res Add/Alter/Repair
PB1800061	11/21/18	Brown Home Improvement	(989) 798 0808	58-03-534-020	\$11,636	\$100.00	9299 JILL MARIE LN 48473-Roofing
PB1800062	11/29/18	JSL Carpentry	(810) 513 6213	58-35-776-016	\$10,800	\$217.00	16 BROOKFIELD 48473-Res Deck
<b>Total:</b>		<b>8 Permits</b>	<b>Value: \$234,241</b>		<b>Fee Total: \$2,084.00</b>		Total Number of Dwelling Units 1

<b>Electrical</b>							
PE1800047	11/01/18	Hinterman Electric Inc	(810) 234 7141	58-35-551-002	\$0	\$140.00	8406 MILLER RD 48473-Electrical
PE1800048	11/06/18	CARLSON, KENNETH R & B		58-36-651-210	\$0	\$186.00	5929 CROSSCREEK DR48473-Electrical
PE1800049	11/06/18	Able Lightning Electic LLC	(810) 919 4590	58-02-501-078	\$0	\$140.00	8475 MILLER RD 48473 Electrical
PE1800050	11/07/18	Bowen Electric, LLC	(810) 407 7205	58-36-651-184	\$0	\$134.00	5914 CROSSCREEK DR48473-Electrical
PE1800051	11/21/18	MC NALLY, MONICA M		58-36-551-010	\$0	\$140.00	7562 CHURCH ST 48473-Electrical
PE1800052	11/29/18	Allied Signs, Inc.	(586) 791 7900	58-36-576-012	\$0	\$136.00	7070 MILLER RD A 48473-Electrical
PE1800053	11/26/18	American Electric LLC	(810) 397 6738	58-03-533-124	\$0	\$205.00	5320 DURWOOD DR 48473-Electrical
PE1800054	11/28/18	B & W Electric	(810) 397 4246	58-30-651-096	\$0	\$340.00	3269 HERITAGE BLVD48473-Electrical
PE1800055	11/28/18	B & W Electric	(810) 397 4246	58-35-576-057	\$0	\$632.00	8138 MILLER RD 48473-Electrical
<b>Total:</b>		<b>9 Permits</b>	<b>Value: \$0</b>		<b>Fee Total: \$2,053.00</b>		Total Number of Dwelling Units 0

# City of Swartz Creek

## Building Permit List

2018

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
<b>Mechanical</b>							
PM180056	11/07/18	SK Heating & Cooling	(810) 407 7205	58-36-651-184	\$0	\$165.00	5914 CROSSCREEK DR48473-Mechanical
PM180057	11/07/18	Blessing Co.	(810) 694 4861	58-03-531-125	\$0	\$200.00	9209 YOUNG DR 48473-Mechanical
PM180058	11/19/18	Adkisson & Sons Htg & Clg Inc	(810) 695 9300	58-02-530-043	\$0	\$160.00	8024 MAPLE ST 48473-Mechanical
PM180059	11/19/18	Goyette Mechanical	(810) 742 8530	58-03-533-065	\$0	\$135.00	5218 GREENLEAF DR 48473-Mechanical
PM180060	11/26/18	Johnson & Wood, LLC	(810) 715 0700	58-01-501-014	\$0	\$190.00	4534 RAUBINGER RD 48473 Mechanical
<b>Total:</b>		<b>5 Permits</b>	<b>Value: \$0</b>		<b>Fee Total:</b>	<b>\$850.00</b>	Total Number of Dwelling Units 0
<b>Plumbing</b>							
PP180027	11/06/18	Burnash Plbg	(810) 836 3489	58-30-651-096	\$0	\$340.00	3269 HERITAGE BLVD48473-Plumbing
PP180028	11/14/18	Woodhouse Plumbing & Heatin	(269) 207 1540	58-35-576-057	\$0	\$480.00	8138 MILLER RD 48473-Plumbing
<b>Total:</b>		<b>2 Permits</b>	<b>Value: \$0</b>		<b>Fee Total:</b>	<b>\$820.00</b>	Total Number of Dwelling Units 0
<b>Right of Way</b>							
PROW-0097	11/08/18	Danny Nemer		58-36-676-070	\$0	\$100.00	4268 LINDSEY DR 48473 Right of way
PROW-0104	11/02/18	Comcast Corporation		58-36-100-015	\$0	\$100.00	4131 MORRISH RD 48473-Right of way
PROW-0105	11/05/18	AT & T Services	(248) 345 9684	58-29-551-012	\$0	\$0.00	5370 MILLER RD 48473-Right of way
PROW-0106	11/14/18	CONSUMERS ENERGY COR		58-36-100-001	\$0	\$100.00	4141 MORRISH RD 48473-Right of way
PROW-0107	11/21/18	CONSUMERS ENERGY COR		58-31-526-010	\$0	\$100.00	6133 BRISTOL RD 48473-Right of way
PROW-0108	11/27/18	CONSUMERS ENERGY		58-03-531-047	\$0	\$100.00	5260 BIRCHCREST DR 48473-Right of way
<b>Total:</b>		<b>6 Permits</b>	<b>Value: \$0</b>		<b>Fee Total:</b>	<b>\$500.00</b>	Total Number of Dwelling Units 0

# City of Swartz Creek Building Permit List 2018

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
<b>Zoning</b>							
PZ18-0027	11/15/18	TWA Construction	(989) 288 0821	58-30-651-121	\$3,722	\$25.00 6227 ST CHARLES PAS	48473-Fence
PZ18-0028	11/29/18	Allied Signs, Inc.	(586) 791 7900	58-36-576-012	\$0	\$85.00 7070 MILLER RD A	48473-Sign
<b>Total:</b>		<b>2 Permits</b>	<b>Value: \$3,722</b>		<b>Fee Total:</b>	<b>\$110.00</b>	Total Number of Dwelling Units 0

**Permit Total: 32                      Value: \$237,963                      Fee Total: \$6,417.00**

Permit.DateIssued Between 11/1/2018 12:00:00 AM AND 11/30/2018 11:59:59 PM

# Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
4126 ELMS RD	58-36-526-020	Reinspection	11/01/2018	11/01/2018	Complied
8267 MILLER RD	58-02-526-063	Follow Up	11/05/2018	11/05/2018	Complied
5260 BIRCHCREST DR	58-03-531-047	Rough	11/06/2018	11/06/2018	Approved
5260 BIRCHCREST DR	58-03-531-047	Rough-Reinspection	11/06/2018	11/06/2018	Approved
6133 BRISTOL RD	58-31-526-010	Service	11/06/2018	11/06/2018	Approved
16 BROOKFIELD	58-35-776-016	Final	11/06/2018	11/06/2018	Approved
16 BROOKFIELD	58-35-776-016	Final	11/06/2018	11/06/2018	Approved
4491 FREDERICK ST	58-36-300-022	Initial	11/06/2018	11/06/2018	Violation(s)
9128 LUEA LN	58-03-626-008	Initial	11/06/2018	11/06/2018	Violation(s)
5260 BIRCHCREST DR	58-03-531-047	Rough	11/07/2018	11/07/2018	Disapproved
9193 NORBURY DR	58-03-533-198	Framing & Insulation	11/07/2018	11/07/2018	Disapproved
4272 LINDSEY DR	58-36-676-069	Masonry	11/07/2018	11/07/2018	Approved
5038 BRADY ST	58-02-527-008	Initial	11/07/2018	11/07/2018	Violation(s)
3269 HERITAGE BLVD	58-30-651-096	Underground	11/08/2018	11/08/2018	Approved
3269 HERITAGE BLVD	58-30-651-096	Rough	11/08/2018	11/08/2018	Approved
5260 BIRCHCREST DR	58-03-531-047	Rough-Reinspection	11/12/2018	11/12/2018	Approved
4369 ROUNDHOUSE RD	58-36-300-030	Final Zoning-Admin	11/12/2018	11/12/2018	Approved
5247 OAKVIEW DR	58-02-501-112	Final-Admin	11/12/2018	11/12/2018	Approved
6383 BRISTOL RD	58-31-100-009	Final-Admin	11/12/2018	11/12/2018	Approved
8100 INGALLS ST	58-02-527-022	Final-Admin	11/12/2018	11/12/2018	Approved
7594 MILLER RD	58-36-552-004	Status	11/13/2018	11/13/2018	Complied
5351 WORCHESTER DR	58-03-578-013	Status	11/13/2018	11/13/2018	Partially Complied
4268 LINDSEY DR	58-36-676-070	Swr & Wtr Tap In	11/13/2018	11/13/2018	Approved
5256 WORCHESTER DR	58-02-551-008	Final	11/13/2018	11/13/2018	Approved
7028 BRISTOL RD	58-25-576-021	Rough	11/13/2018	11/13/2018	Approved
5173 SEYMOUR RD	58-03-533-003	Site Inspection	11/13/2018	11/13/2018	No Violation
8070 MAPLE ST	58-02-530-032	Site Inspection	11/13/2018	11/13/2018	Violation(s)
5218 SEYMOUR RD	58-03-531-070	Site Inspection	11/13/2018	11/13/2018	Complied
5914 CROSSCREEK DR	58-36-651-184	Final	11/13/2018	11/13/2018	Approved
5170 SEYMOUR RD	58-03-531-075	Reinspection	11/13/2018	11/13/2018	Complied
61 ASHLEY CIR	58-35-776-061	Initial	11/13/2018	11/13/2018	Locked Out
8138 MILLER RD	58-35-576-057	Backfill	11/13/2018	11/13/2018	Approved
170 BROOKFIELD	58-35-776-170	Initial	11/14/2018	11/14/2018	Locked Out
8070 MAPLE ST	58-02-530-032	Status	11/19/2018	11/19/2018	Violation(s)
5914 CROSSCREEK DR	58-36-651-184	Final	11/20/2018	11/20/2018	Approved
7028 BRISTOL RD	58-25-576-021	Rough	11/20/2018	11/20/2018	Approved

# Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
7224 PARK RIDGE PKWY	58-36-530-015	Final-Admin	11/20/2018	11/20/2018	Approved
167 BROOKFIELD	58-35-776-167	Final-Admin	11/20/2018	11/20/2018	Approved
5260 BIRCHCREST DR	58-03-531-047	Rough-Fireplace	11/20/2018	11/20/2018	Approved
5234 DAVAL DR	58-02-502-001	Final Zoning-Admin	11/20/2018	11/20/2018	Approved
9283 HILL RD	58-03-576-008	Final Zoning-Admin	11/20/2018	11/20/2018	Approved
5372 SEYMOUR RD	58-03-400-014	Final Zoning-Admin	11/20/2018	11/21/2018	Approved
5929 CROSSCREEK DR	58-36-651-210	Rough	11/21/2018	11/21/2018	Approved
7028 BRISTOL RD	58-25-576-021	Rough	11/21/2018	11/21/2018	Approved
9041 MILLER RD	58-03-530-001	Final Zoning-Admin	11/21/2018	11/21/2018	Approved
3264 HERITAGE BLVD	58-30-651-094	Final	11/21/2018	11/21/2018	Approved
16 BROOKFIELD	58-35-776-016	Tie down	11/21/2018	11/21/2018	Approved
5929 CROSSCREEK DR	58-36-651-210	Rough	11/21/2018	11/21/2018	Approved
7562 CHURCH ST	58-36-551-010	Service	11/21/2018	11/21/2018	Approved
7512 GROVE ST	58-01-100-019	Citation	11/26/2018	11/29/2018	Violation(s)
5120 WINSTON DR	58-02-501-047	Citation	11/26/2018		
5014 FORD ST	58-02-528-012	Citation	11/26/2018	11/29/2018	Violation(s)
8103 CRAPO ST	58-02-530-042	Citation	11/26/2018		
8109 CRAPO ST	58-02-530-046	Citation	11/26/2018		
5351 WORCHESTER DR	58-03-578-013	Status	11/26/2018	11/26/2018	No Change
5226 SEYMOUR RD	58-03-531-069	Final	11/26/2018	11/26/2018	Approved
7181 LINDSEY DR	58-36-676-049	Final	11/26/2018	11/26/2018	Approved
4126 ELMS RD	58-36-526-020	Status	11/26/2018	11/26/2018	No Change
9041 MILLER RD	58-03-530-001	Final-Admin	11/26/2018	11/26/2018	Approved
7028 BRISTOL RD	58-25-576-021	Rough	11/26/2018	11/26/2018	Disapproved
7028 BRISTOL RD	58-25-576-021	Rough-Reinspection	11/26/2018	11/26/2018	Approved
6310 CONCORD DR	58-30-651-073	Footing	11/27/2018	11/27/2018	Approved
4272 LINDSEY DR	58-36-676-069	Final	11/27/2018	11/27/2018	Approved
57 ASHLEY CIR	58-35-776-057	Initial	11/27/2018	11/27/2018	Complied
61 ASHLEY CIR	58-35-776-061	Initial	11/27/2018	11/27/2018	Complied
65 ASHLEY CIR	58-35-776-065	Initial	11/27/2018	11/27/2018	Complied
67 ASHLEY CIR	58-35-776-067	Initial	11/27/2018	11/27/2018	Complied
83 ASHLEY CIR	58-35-776-083	Initial	11/27/2018	11/27/2018	Complied
96 ASHLEY CIR	58-35-776-096	Initial	11/27/2018		
98 ASHLEY CIR	58-35-776-098	Initial	11/27/2018		
99 ASHLEY CIR	58-35-776-099	Initial	11/27/2018		
115 ASHLEY CIR	58-35-776-115	Initial	11/27/2018		

# Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
120 ASHLEY CIR	58-35-776-120	Initial	11/27/2018		
131 ASHLEY CIR	58-35-776-131	Initial	11/27/2018		
143 ASHLEY CIR	58-35-776-143	Initial	11/27/2018		
5 BROOKFIELD	58-35-776-005	Initial	11/27/2018	11/27/2018	Complied
7 BROOKFIELD	58-35-776-007	Initial	11/27/2018	11/27/2018	Complied
10 BROOKFIELD	58-35-776-010	Initial	11/27/2018	11/27/2018	Complied
17 BROOKFIELD	58-35-776-017	Initial	11/27/2018	11/27/2018	Violation(s)
24 BROOKFIELD	58-35-776-024	Initial	11/27/2018	11/27/2018	Complied
25 BROOKFIELD	58-35-776-025	Initial	11/27/2018	11/27/2018	Complied
28 BROOKFIELD	58-35-776-028	Initial	11/27/2018		
30 BROOKFIELD	58-35-776-030	Initial	11/27/2018	11/27/2018	Complied
32 BROOKFIELD	58-35-776-032	Initial	11/27/2018	11/27/2018	Complied
160 BROOKFIELD	58-35-776-160	Initial	11/27/2018	11/27/2018	Complied
161 BROOKFIELD	58-35-776-161	Initial	11/27/2018	11/27/2018	Complied
162 BROOKFIELD	58-35-776-162	Initial	11/27/2018	11/27/2018	Complied
168 BROOKFIELD	58-35-776-168	Initial	11/27/2018	11/27/2018	Complied
170 BROOKFIELD	58-35-776-170	Initial	11/27/2018	11/27/2018	Complied
80 HAMILTON ST	58-35-776-080	Initial	11/27/2018	11/27/2018	Complied
91 HAMILTON ST	58-35-776-091	Initial	11/27/2018	11/27/2018	Complied
94 HAMILTON ST	58-35-776-094	Initial	11/27/2018	11/27/2018	Complied
45 KINGSLEY	58-35-776-045	Initial	11/27/2018	11/27/2018	Complied
41 SOMERSET ST	58-35-776-041	Initial	11/27/2018	11/27/2018	Complied
42 SOMERSET ST	58-35-776-042	Initial	11/27/2018	11/27/2018	Violation(s)
43 SOMERSET ST	58-35-776-043	Initial	11/27/2018	11/27/2018	Complied
51 SOMERSET ST	58-35-776-051	Initial	11/27/2018	11/27/2018	Violation(s)
52 SOMERSET ST	58-35-776-052	Initial	11/27/2018		
4268 LINDSEY DR	58-36-676-070	Footing	11/27/2018	11/27/2018	Approved
5260 BIRCHCREST DR	58-03-531-047	Insulation-Walls Onl	11/28/2018	11/28/2018	Approved
3269 HERITAGE BLVD	58-30-651-096	Service	11/28/2018	11/28/2018	Approved
8138 MILLER RD	58-35-576-057	Underground	11/28/2018	11/28/2018	Approved
8070 MAPLE ST	58-02-530-032	Status	11/29/2018	11/29/2018	Violation(s)
8138 MILLER RD	58-35-576-057	Underground	11/29/2018	11/29/2018	Approved
3264 HERITAGE BLVD	58-30-651-094	Final	11/29/2018	11/29/2018	Approved
5351 WORCHESTER DR	58-03-578-013	Citation	11/29/2018		
5376 MILLER RD	58-29-551-011	Final-Reinspection	11/29/2018	11/29/2018	Approved
5376 MILLER RD	58-29-551-011	Final-Reinspection	11/29/2018	11/29/2018	Approved

# Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
3264 HERITAGE BLVD	58-30-651-094	Final	11/29/2018	11/29/2018	Approved
4272 LINDSEY DR	58-36-676-069	Final	11/29/2018	11/29/2018	Approved
5320 DURWOOD DR	58-03-533-124	Rough	11/29/2018		
5032 BRADY ST	58-02-527-007	Citation	11/29/2018	11/29/2018	Violation(s)

**Inspections: 112**

Population: All Records

Inspection.DateTimeScheduled Between 11/1/2018 12:00:00 AM AND 11/30/2018 11:59:59 PM



# Enforcements By Category

12/03/18

## BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E18-112	4290 MORRISH RD	Inspection Pending	11/29/18	
E18-113	4278 MORRISH RD	Inspection Pending	11/29/18	
<b>Total Entries: 2</b>				

## OUTSIDE STOR/DISP

Enforcement Number	Address	Status	Filed	Closed
E18-111	5218 SEYMOUR RD	Closed	11/13/18	11/13/18
<b>Total Entries: 1</b>				

## PARKING

Enforcement Number	Address	Status	Filed	Closed
E18-109	5173 SEYMOUR RD	No Violation	11/13/18	11/13/18
E18-114	8065 MAPLE ST	Inspection Pending	11/29/18	
<b>Total Entries: 2</b>				

## UNLICENSED VEHICLES

Enforcement Number	Address	Status	Filed	Closed
E18-110	8070 MAPLE ST	Violation	11/13/18	
<b>Total Entries: 1</b>				

**Total Records: 6**

Population: All Records

Enforcement.DateFiled Between 11/1/2018 12:00:00 AM AND 11/30/2018 11:5

# Certificates With Inspections

12/03/2018

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
CR180012	8267 MILLER RD	05/02/2018	05/02/2018	11/05/2018	11/05/2018	11/05/2020	Certified
Follow Up	MATT	Matt Hart	Completed	Complied			
Initial	JKEY	Matt Hart	Completed	Violation(s)			
CR180015	5170 SEYMOUR RD	05/16/2018	05/16/2018	11/13/2018	11/13/2018	11/13/2020	Certified
Reinspection	MATT	Matt Hart	Completed	Complied			
Initial	JKEY	Matt Hart	Completed	Violation(s)			
CR180019	4126 ELMS RD	09/12/2018	09/12/2018	11/01/2018	11/01/2018	11/01/2020	Certified
Reinspection	MATT	Matt Hart	Completed	Complied			
Initial	KBROWN	Matt Hart	Completed	Violation(s)			
CR180029	5 BROOKFIELD	10/03/2018	10/03/2018	11/27/2018	11/27/2018	11/27/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
CR180030	7 BROOKFIELD	10/03/2018	10/03/2018	11/27/2018	11/27/2018	11/27/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
CR180031	10 BROOKFIELD	10/03/2018	10/03/2018	11/27/2018	11/27/2018	11/27/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
CR180033	24 BROOKFIELD	10/03/2018	10/03/2018	11/27/2018	11/27/2018	11/27/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
CR180034	25 BROOKFIELD	10/03/2018	10/03/2018	11/27/2018	11/27/2018	11/27/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
CR180036	30 BROOKFIELD	10/03/2018	10/03/2018	11/27/2018	11/27/2018	11/27/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
CR180037	32 BROOKFIELD	10/03/2018	10/03/2018	11/27/2018	11/27/2018	11/27/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
CR180038	41 SOMERSET ST	10/03/2018	10/03/2018	11/27/2018	11/27/2018	11/27/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			

# Certificates With Inspections

12/03/2018

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
CR180040	43 SOMERSET ST	10/03/2018	10/03/2018	11/27/2018	11/27/2018	11/27/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
CR180041	45 KINGSLEY	10/03/2018	10/03/2018	11/27/2018	11/27/2018	11/27/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
CR180044	57 ASHLEY CIR	10/03/2018	10/03/2018	11/27/2018	11/27/2018	11/27/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
CR180045	61 ASHLEY CIR	10/03/2018	10/03/2018	11/27/2018	11/27/2018	11/27/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
Initial	JKEY	Matt Hart	Completed	Locked Out			
CR180046	65 ASHLEY CIR	10/03/2018	10/03/2018	11/27/2018	11/27/2018	11/27/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
CR180047	67 ASHLEY CIR	10/03/2018	10/03/2018	11/27/2018	11/27/2018	11/27/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
CR180048	80 HAMILTON ST	10/03/2018	10/03/2018	11/27/2018	11/27/2018	11/27/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
CR180049	83 ASHLEY CIR	10/03/2018	10/03/2018	11/27/2018	11/27/2018	11/27/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
CR180050	91 HAMILTON ST	10/03/2018	10/03/2018	11/27/2018	11/27/2018	11/27/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
CR180051	94 HAMILTON ST	10/03/2018	10/03/2018	11/27/2018	11/27/2018	11/27/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
CR180059	160 BROOKFIELD	10/03/2018	10/03/2018	11/27/2018	11/27/2018	11/27/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
CR180060	161 BROOKFIELD	10/03/2018	10/03/2018	11/27/2018	11/27/2018	11/27/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			

# Certificates With Inspections

12/03/2018

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
CR180061	162 BROOKFIELD	10/03/2018	10/03/2018	11/27/2018	11/27/2018	11/27/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
CR180062	168 BROOKFIELD	10/03/2018	10/03/2018	11/27/2018	11/27/2018	11/27/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
CR180063	170 BROOKFIELD	10/03/2018	10/03/2018	11/27/2018	11/27/2018	11/27/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
Initial	JKEY	Matt Hart	Completed	Locked Out			

Population: All Records

Record Count: 26

Certificate.DateIssued Between 11/1/2018 12:00:00 AM  
AND 11/30/2018 11:59:59 PM