

**City of Swartz Creek
AGENDA**

**(VIRTUAL) Regular Council Meeting, Monday, June 22, 2020, 7:00 P.M.
Paul D. Bueche Municipal Building, 8083 Civic Drive Swartz Creek, Michigan 48473**

1. **CALL TO ORDER**
2. **INVOCATION:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
4A. Council Meeting of June 8, 2020 MOTION Pg. 25
5. **APPROVE AGENDA:**
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
6A. City Manager's Report MOTION Pg. 8
6B. Staff Reports & Meeting Minutes Pg. 33
6C. Comcast Service Update Pg. 43
6D. Republic Waste News Article Pg. 44
6E. Salt Price Memorandum Pg. 46
6F. 8067 Miller Road Property Information Pg. 47
6G. OHM Construction Engineering Proposal for Local Streets Pg. 95
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. Road Salt Cooperative Bid Approval RESO Pg. 21
8B. 8067 Miller Road Purchase Agreement RESO Pg. 22
8C. USDA Payment Authorization RESO Pg. 23
8D. Construction Engineering Proposal (Street Reconstruction) RESO Pg. 24
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

Next Month Calendar

Metro Police Board:	Wednesday, June 24, 2020, 10:00 a.m., Metro HQ (Tentative)
Park Board:	Wednesday, July 1, 2020, 5:30 p.m., PDBMB (Tentative)
Planning Commission:	Tuesday, July 7, 2020, 7:00 p.m., PDBMB (Tentative)
Downtown Development Authority:	Thursday, July 9, 2020, 6:00 p.m., PDBMB (Tentative)
City Council:	Monday, July 13, 2020, 7:00 p.m., PDBMB (Virtual)
Zoning Board of Appeals:	Wednesday, July 15, 2020, 6:00 p.m., PDBMB (Tentative)
Fire Board:	Monday, July 20, 2020, 6:00 p.m., Public Safety Bldg (Virtual)
City Council:	Monday, July 27, 2020, 7:00 p.m., PDBMB (Virtual)

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
VIRTUAL REGULAR CITY COUNCIL MEETING ACCESS INSTRUCTIONS
MONDAY, JUNE 22, 2020, 7:00 P.M.**

The regular virtual meeting of the City of Swartz Creek city council is scheduled for **June 22, 2020** starting at 7:00 p.m. and will be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 under the Governor of Michigan's Executive Order 2020-75.

To comply with the **Americans with Disabilities Act (ADA)**, any citizen requesting accommodation to attend this meeting, and/or to obtain the notice in alternate formats, please contact Connie Olger, 810-429-2766 48 hours prior to meeting,

Zoom Instructions for Participants

To join the conference by phone:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID** number (also provided below) when prompted using your touch-tone (DTMF) keypad.

Before a videoconference:

1. You will need a computer, tablet, or smartphone with speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. Details, phone numbers, and links to videoconference or conference call is provide below. The details include a link to "**Join via computer**" as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

To join the videoconference:

1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on "Test Computer Audio." Once you are satisfied that your audio works, click on "Join audio by computer."

You may also join a meeting without the link by going to join.zoom.us on any browser and entering the Meeting ID provided below.

If you are having trouble hearing the meeting, you can join via telephone while remaining on the video conference:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID number** (also provided below) when prompted using your touchtone (DMTF) keypad.
3. If you have already joined the meeting via computer, you will have the option to enter your participant ID to be associated with your computer.

Participant controls in the lower left corner of the Zoom screen:



Using the icons in the lower left corner of the Zoom screen you can:

- Mute/Unmute your microphone (far left)
- Turn on/off camera (“Start/Stop Video”)
- Invite other participants
- View participant list-opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand during Call to the Public
- Change your screen name that is seen in the participant list and video window
- Share your screen

Somewhere (usually upper right corner on your computer screen) on your Zoom screen you will also see a choice to toggle between “speaker” and “gallery” view. “Speaker view” show the active speaker.

Connie Olger is inviting you to a scheduled Zoom meeting.

Topic: Council Meeting

Time: June 22, 2020 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83890306818>

Meeting ID: 838 9030 6818

One tap mobile

+13017158592,,83890306818# US (Germantown)

+13126266799,,83890306818# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 838 9030 6818

Find your local number: <https://us02web.zoom.us/j/83890306818>

If you have any further questions or concern, please contact 810-429-2766 or email colger@cityofswartzcreek.org.

A copy of this notice will be posted at City Hall, 8083 Civic Drive, Swartz Creek, Michigan.

**CITY OF SWARTZ CREEK
VIRTUAL REGULAR CITY COUNCIL MEETING PROTOCOLS
MONDAY, JUNE 22, 2020, 7:00 P.M.**

In order to conduct an effective, open, accessible, and professional meeting, the following protocols shall apply. These protocols are derived from the standard practices of Swartz Creek City Council meetings, Roberts Rules of Order, Executive Order 2020-15 (Virtual Meetings), and the City Council General Operating Procedures. Note that these protocols do not replace or eliminate established procedures or practices. Their purpose is to augment standing expectations so that practices can be adapted to a virtual meeting format.

QUORUM OF COUNCIL

Four members of the Council shall be a quorum for the transaction of business at all Council meetings. In the absence of a quorum, any number of members less than a quorum may adjourn any regular or special meeting to a later date or may compel the attendance of absent members (ref City Charter, Chapter 5, Section 5.5(c))

A majority of the full Council, or a $\frac{2}{3}$ "super" majority, where required, shall be necessary for the passage of any question before it (i.e. four (4) votes being a majority, or five (5) votes being a "super" majority where required. Ref City Charter Chapter 5, Section 5.12(c)).

Councilmembers shall have the ability to be considered present for the purposes of deliberation and voting with audio capabilities as permitted by Michigan Executive Order 2020-15. They must be present in real time without interruption for the duration of a business item to vote. An uninterrupted quorum must be present for a business item to proceed to a vote.

Councilmembers shall refrain from additional communications with councilmembers during the meeting that the public cannot observe (e.g. direct or mass emails, texts, or other electronic messages to councilmembers).

MAINTAINING ORDER

Councilmembers and all individuals participating shall preserve order and shall do nothing to interrupt or delay the proceedings of Council.

All speakers shall identify themselves prior to each comment that follows another speaker, and they shall also indicate termination of their comment. For example, "Adam Zettel speaking. There were no new water main breaks to report last month. That is all."

Any participants found to disrupt the meeting shall be promptly removed by the city clerk or by order of the Mayor. Profanity in visual or auditory form are prohibited.

The city council members and city manager shall be the only participants not muted by default. All other members must request to speak by raising their digital hand on the Zoom application or by dialing *9 on their phone.

COUNCILMEMBER'S RIGHT TO SPEAK

1. Right to Speak - The Mayor, or in his/her absence, the Mayor Pro-Tem, will have the responsibility to recognize a Councilmember's right to speak before the body. Councilmembers shall not be muted during virtual meetings, but they shall verbally or digitally request permission to speak.

2. Discussion - A Councilmember may discuss any one subject in its order on the agenda for a maximum of five (5) minutes. After all Councilmembers who wish to speak have exercised their right to speak on the subject, a Councilmember may be heard a second time for a maximum of five (5) minutes. With the consent of a majority of Council, a Councilmember may be permitted to speak for a longer period of time.
3. Privilege of Closing Discussion - The Councilmember moving the adoption of an Ordinance or Resolution shall have the privilege of closing the discussion after all Members wishing to speak on the subject have had the opportunity.
4. The City Manager may speak on any subject before Council. He may answer questions about the administration of the municipality or he may ask another administrative officer to answer for him. All questions about internal operation of the municipal corporation shall be directed to the City Manager. The City Manager shall not be muted during virtual meetings, but shall verbally or digitally request permission to speak.
5. Right to Appeal - Councilmembers shall have the right to appeal from a decision of the Chair. A majority of Council will determine the matter.

RIGHT TO SPEAK UNINTERRUPTED

A Member duly recognized shall be allowed to speak on the topic under discussion for the prescribed time and may be interrupted if a point of order is raised. If the Councilmember is judged to be out of order, he must change his remarks or surrender his right to continue speaking.

MOTIONS & RESOLUTIONS

All Motions and Resolutions, whenever possible, shall be pre-written and in the positive, meaning yes is approved and no is defeated. All motions shall require support. The Mayor will assign, by rotation, the reading of motions & resolutions. A Councilmember whom reads/moves for a motion may oppose, argue against or vote no on the motion.

PUBLIC ADDRESS OF COUNCIL

The public shall be allowed to address the Council under the following conditions:

1. Each person who wishes to address the Council will be first recognized by the Mayor and requested to state his / her name and address. This applies to staff, petitioners, consultants, and similar participants.
2. Individuals shall seek to be recognized by raising their digital hand on the Zoom application or by pressing *9 on their phone.
3. Petitioners are encouraged to appropriately identify their digital presence so they can be easily recognized during business. If you intend to call in only, please notify the clerk in advance of your phone number.
4. The city clerk shall unmute participants and the members of the public based upon the direction of the mayor. Participants not recognized for this purpose shall be muted by default, including staff, petitioners, and consultants.
5. Individuals shall be allowed five (5) minutes to address the Council, unless special permission is otherwise requested and granted by the Mayor.
6. There shall be no questioning of speakers by the audience; however, the Council, upon recognition of the Mayor, may question the speaker.

7. No one shall be allowed to address the Council more than once unless special permission is requested, and granted by the Mayor.
8. One spokesperson for a group attending together will be allowed five (5) minutes to address the Council unless special permission has been requested, and granted by the Mayor.
9. Those addressing the Council shall refrain from being repetitive of information already presented.
10. All comments and / or questions shall be directed to and through the Mayor.
11. Public comments (those not on the agenda as speakers, petitioners, staff, and consultants) are reserved for the two "Public Comment" sections of the agenda and public hearings.

VOTING RECORD OF COUNCIL

All motions, ordinances, and resolutions shall be taken by "YES" and "NO" voice vote and the vote of each Councilmember entered upon the journal.

City of Swartz Creek
CITY MANAGER'S REPORT
Regular Council Meeting of Monday, June 22, 2020 - 7:00 P.M.

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

FROM: Adam Zettel, City Manager

DATE: June 18, 2019

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

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

We await the filing date for 2020 appeals. We have not received any yet, but the state has extended the deadline.

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

✓ **2020-2023 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(No Change in Status)*

Morrish Road is slated for 2022 federal funding. Note that the total scope of the project is around \$1,050,000, with 20% being the city's contribution.

The city has committed the match portion to this project, which is 80-20. It is unclear what year this project will be undertaken, but we want it done subsequent to the USDA water main work. This MAY span two construction seasons. We have put the engineers on notice regarding our desire to widen Paul Fortino to the north so that a left turn lane may be added. This will occur whether or not the townhome project proceeds.

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

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.

We held a pre-construction meeting on June 10 and should see a June start. Due to the scale of the project, we anticipate completing:

Chelmsford from Winston to Daval
Oakview from Winston to Daval
Winston from Chesterfield to Oakview
Oxford Court

Chelmsford and Oakview (to Seymour) will be completed next year.

The city accepted the low bid by Glaeser Dawes for 2020 and 2021 work projects, including our street reconstruction projects. This is the company that completed the first three phases of the street/water main reconstruction projects in the city since 2017.

Attached is a proposal for construction engineering services for the street reconstruction efforts. This component of the project is essential to assuring the

quality and longevity of the new roads. OHM has done an outstanding job in the past. They have overseen the streetscape work, water main replacement, and road work for the past few years.

Their staff has been adept at ensuring the quality of processes, materials, and final installation. They have also been excellent at assessing change orders, customer service (resident/business issues), and special scenario planning/engineering.

The price is in line with industry standards, and is actually about 10% below Mr. Harris' budget assumptions. A resolution is included to approve the two year proposal.

Note that the street work is tied to the USDA projects as well.

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

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

Work is complete on the sewer collectors on the west end of downtown (Fairchild, McLain, Ingalls, Brady, Hayes, and Holland).

We will also be inspecting and cleaning areas of high fat, oil, and grease concentration in the system, such as Elms and Miller. We will be able to ascertain if we have any restaurant grease trap maintenance issues/enforcement to contend with.

We are still working to geo-locate sewer lines, manholes, and some services so we can map them and track maintenance data on GIS. The Genesee County Drain Commission has verbally committed to reimbursing the city for some of the work related to water and sewer, since they plan to use it from time to time. I do not have a figure at this time, but I expect it to be half of what is related to sanitary sewer and water line mapping.

Note that the most recent inspections are PACP compliant (Pipeline Assessment Certification Program). These inspections provide a GIS based video, along with standard pipe and maintenance scoring for use by state agencies and our assessment management planning efforts.

✓ **SEWER CAPACITY INITIATIVE** (*No Change in Status*)

ROWE has a potential solution for the district three capacity problem. They recommend a by-pass of specific portions of the collection system that function as a choke point through the installation of a larger capacity sewer line. This will require a sizable construction effort, approaching \$500,000. It will also require cooperation with Springbrook Home Owners Association, the United Methodist Church, and the Masonic Lodge. I am hopeful all those property owners will be agreeable and have been communicating with all three groups, with positive feedback.

Rowe has begun their design. We would like to perform this work in 2021. Once crews can begin work, they will survey the area and prepare engineering documents that will get us to bid.

Concerning inflow and infiltration (I&I), the county met with communities about the current status and long term solutions for the sanitary sewer systems. This is something we have been actively reducing for years through manhole water proofing and pipe lining. However, there are still issues, and the higher levels of government are pushing hard to reduce I&I.

In pursuing the 'general permit' that is issued by EGLE, the county will be mandating targets for I&I reduction. We do not know what this will look like for our community since many things come into play, including the current wet weather ratio, the ability of surface water management to effectively remove water from problem areas, and the capacity of the county interceptor. A plan is expected to be crafted by 2022. I will keep the council informed.

✓ **WATER MAIN REPLACEMENT - USDA (*Business Item*)**

We held a pre-construction meeting on June 10 and expect to see a June start. Per the request of the USDA at this meeting, I am requesting authorization from the city council to approve payment requests for completed work on a routine basis. This is in line with our standard practices, but the USDA is seeking affirmation from the city council. Payments will only be authorized after submission by the contractor and affirmation of validity by the city engineer. They can they be expedited for payment (and subsequent reimbursement by the USDA to the city). A resolution is included to enable this.

Due to the scale of the project, we anticipate completing:

Chelmsford from Winston to Daval
Oakview from Winston to Daval
Winston from Chesterfield to Oakview
Oxford Court
Miller from Tallmadge to Dye
Bristol from Elms to Miller

Chelmsford and Oakview (to Seymour) will be completed next year, along with the remainder of the water main work, which will include Morrish Road from Fortino to I-69 and Miller from Raubinger to Elms.

Prior system report findings follow:

The Genesee County Drain Commission - Water and Waste Services Division Water Master Plan, indicates they are considering a northern loop to provide redundancy and stability to the system. This is good news since Gaines and Clayton Township rely on the overstressed Miller line. There is currently not any cost or participation information available. I will keep the council informed.

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.

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

The last of the lots acquired prior to the special assessment have been approved for sale. The city also has two more lots that were acquired through the tax reversion process. At this point the buyer, JW Morgan, has been granted an extension to purchase the lots. We expect the lots to transfer in the next 60 days.

✓ **NEWSLETTER** (*Update*)

The July newsletter will be in the works soon.

✓ **CONSTRUCTION & DEVELOPMENT UPDATE** (*See Individual Category*)

This will be a standing section of the report that provides a consolidated list for a brief status on public and private construction/developmental projects in the city.

1. The city submitted another application for **DNR Trust funds for 2021 construction of the Genesee Valley Trail**. The MDOT grant is conditionally awarded. We seek to apply again for the Trust fund grant and combine this with the Safe Routes to School initiative for 2021 construction.
2. (*Update*) The **raceway has surrendered its 2020 race days due to a lack of beneficial state statutory changes**. They intend to use the site for thoroughbred horse racing. There is currently some pending legislation that could make this a reality, and they are optimistic. They intend to hold an equipment auction in late June.
3. Communities First has a purchase option for **Mary Crapo**. The zoning, site plan, and PILOT for the 40 unit building conversion have been approved by the city. The land purchase and state approvals are still pending. The park board recommends against the lease unless terms are dramatically improved to allow flexible public use.
4. The **school bond** passed and many improvements are expected in 2019 throughout the district. Total investment for this effort will exceed \$50 million over two to three years. Plans have been submitted for work on Syring and Elms School.
5. **Street repair in 2020** is to include part of Chelmsford, the remainder of Winston, Oakview east of Daval, and Oxford Ct. We will be completing the remainder of Chelmsford and Oakview to Seymour in 2021. The city also has grants and loans for about **\$5 million in water main work** to occur between 2020 and 2022. COVID 19 may put a stop to some or all work efforts.
6. (*Update*) The **Applecreek Station** development of 48 townhomes is seeking final review by the county. These units range in size from 1,389 to 1,630 square feet, with garages. Construction will occur on vacant land in the back of the development, by Springbrook Colony. Site engineering plans have just been submitted by the owner. Rents are expected to be about \$1.00 per square foot (~ \$1,600 a month) which matches rents in Winchester Village. This project is on hold pending the sewer relief project.
7. The **Brewer Condo Project** was given site plan approval and tentative purchase agreement approval. This includes 15 townhome condos off Morrish

Road in downtown. They are approximately 1,750 square feet, with two car garages and basements. A drainage solution has just been approved by the county.

8. The next **Springbrook East** phase is under construction. We have a tentative agreement to enable the developer to complete the improvements of underground and street repair. These improvements will be public, which makes the quality of improvements very important. Inspections and bonding will be required to ensure such quality.

✓ **TRAILS (Update)**

We have encountered a deal-ending problem. General Motors, who was previously onboard with granting the required easement, has withdrawn their support. They believe that crossing their driveways off Miller and Bristol is too dangerous. They offer an alternative, which is to cross Miller Road twice and Bristol Road once, mid-block. They indicate that this is their final decision.

Mr. Harris has objected to the safety and practicality of their alternative. He has also offered solutions for their drive crossing concerns. At this point, they have not responded. We will continue to press the matter and seek alternatives. However, I think this is a death blow to the nearly 20 years of planning that has gone into bringing walkability to Swartz Creek.

✓ **REDEVELOPMENT READY COMMUNITIES (Update)**

A development and marketing package has been created for the Lovegrove Building. It is now getting ready for distribution at the request of the owner. The release date is expected to be June 24th. Once out in the market place, we plan to hold a Showcase event with the owner, developers, the MEDC, and the public in July. Tentative dates are the 9th or 15th for a luncheon.

The state has invested a lot of resources to investigate the potential for a transformational project using this building and site. We have been working with quality consultants, owner representatives, and state staff on options. This is a perk of the RRC program. It appears that underwriting the project could also result in funding, in part, by the state.

Note the new business below regarding the recommendation for an alley easement to this site via 8067 Miller Road.

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

The housing market is not moving in any direction that we can discern. Being a presidential election year, I expect investment to be tepid as the nation awaits results. As such, if we have movement on the lot sales, we will take it. However, I do not see much value in remarketing the properties. The previous report follows.

I am seeking release from the buyers of tax reverted property on Wade Street and Heritage. I am doing so because the council granted sale approval over one year ago, but the purchase agreements remain unsigned after numerous requests. We can look to reoffer the properties or allow time to mature the prospects more.

✓ **8002 MILLER (Update)**

Occupancy and lease of the property has been established. Note that proceeds from this lease MUST go to offset the city's investment, effectively counting towards the eventual sale price by the user. This closely resembles a land contract.

Lasers is operational again and should be submitting routine lease payments by the middle of the month.

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

Work has stopped throughout the district. Prior to COVID 19, work was being done in earnest at Syring and the other campuses.

The school has placed a construction trailer to oversee this massive set of projects. This is located near the administration building, but away from work efforts, on the property next to the bus garage. Though this is obviously temporary, the project could take a couple years. They are also putting up construction signs at various school sites, including Mary Crapo.

Additional bond work shall continue in 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.

✓ **BREWER TOWNHOMES (No Change of Status)**

County approvals have been granted for storm water. The developer is likely to work on the condominium documents so that the project is shovel ready. Obviously, there is some hesitation to commit to construction under the current circumstances. As previously noted, this development is a candidate for water and sewer fee waiver incentives. I will have more information soon.

✓ **CDBG (No Change of Status)**

At this point, we are looking to upgrade street name/stop signs in the downtown area using these funds. Improvements should be eligible for funding in the fall of 2020.

✓ **SAFE ROUTES TO SCHOOL (No Change in Status)**

A conditional award has been made by the MDOT! We are hopeful that this will enable installation of paths near the middle school, Elms, and Syring for student safety. These connections will also enhance our trail network. Andy is working on easements at the moment, and we are getting some initial memorandums of understanding regarding the use of private property. We anticipate moving into engineering this summer so we can construct in 2021.

✓ **CENSUS COMPLETE COUNT COMMITTEE (No Change of Status)**

The 2020 census deadline has been extended. The committee is creating alternate plans for their function due to COVID 19 social distancing protocols. Volunteer efforts with high school students have been suspended. As of writing, it appears our response rate is 78.5%, well above the state average of 67.7%.

✓ **GIS MAPS (No Change of Status)**

Staff is now able to edit the maps and accompanying data fields for our GIS system. This includes underground water, sewer, and storm facilities. We are also mapping basic street data. This system is going to be accessible by our staff anywhere in the city by mobile device and will enable locational support, as well as important maintenance and related data fields related to infrastructure.

We are also exploring the use of work order applications with GIS that will save some time and better integrate data analytics for our infrastructure. Some of these features may be viewable by the public as well once we are established.

✓ **SHARED SERVICES AGREEMENT-MUNDY TOWNSHIP** *(No Change of Status)*

Mundy's park is still under construction. Though things are taking longer, we expect to be discussing terms for basic maintenance services this summer. The previous report follows:

Mundy Township is very interested in utilizing our existing labor and equipment resources to support their new park facility on Hill Road. We have come to verbal terms with each other regarding expectations. I have also ensured we have the capacity and willingness from the DPW Director and union steward that represents the crew that will be doing the work. The city Treasurer is also equipped to track, report, and invoice such services by virtue of extending a system of accounting that we use to enable our staff to maintain the park and ride.

Moving forward, I expect to deliver a short shared services agreement that will enable city labor and equipment to be used to maintain the Mundy Township park. Again, this agreement will resemble the MDOT park-and-ride service expectation, while taking the form of the shared service agreement we have with Mundy Township for building services. Conceptually, I think this is a great idea to create efficiency for the township and more capacity for the city, while ensuring costs are fairly and appropriately covered. The working plan appears to support the concept in terms of its functionality and demand on our resources.

✓ **DISC GOLF** *(No Change of Status)*

Disc Golf is in the recommended budget. We hope to meet the disc golf committee onsite soon to go over the course markings and develop a funding plan and timeline for implementation. They intend to assist with course design and are also willing to set up a temporary course sometime this summer for folks to try out and create awareness. This could occur at the slip and slide.

✓ **REPUBLIC WASTE SERVICES** *(Update)*

Our community, along with all other known Republic customers in the area (Clayton, Mundy, & Flint), have been having fits with service levels. Complaints vary from week-to-week, but they have been noticeably bad in early June. Most of these centered on the lack of timely yard waste collection. Other complaints continue at levels that are unacceptable. These include missed collections, missed streets, delayed recover, no recovery, & failure to deliver bins.

We have also had less communication than normal and then requested. Based upon meetings with Republic staff, we expect to have some of their executives make the

rounds in the next month to communicate their plan for (we hope) a corporate overhaul of local services.

I am including a recent news piece on the matter. I will keep the council informed.

✓ **WELL-HEAD SITE** (*No Change of Status*)

The potential user is still considering the city property. If they proceed, they will conduct a full title search, partial survey, and environmental analysis. They agree to share all of their findings in exchange for access. If there is still interest, they will need to secure zoning approval from Vernon Township in Shiawassee County. They will look to seek a letter of agreement with the city at some point during this process.

With that said, no commitments have been made. The city council will still have ample opportunity to consider a tenant after a site design is completed and findings regarding water rights impact, zoning, and finance are considered. The previous report follows:

For some time, we have known that our well-head in Shiawassee County is of minimal value. A sale seems unlikely due to its circumstances. If Project Tim were a go, things would be different. However, that appears unlikely. In the meantime, the old pump house and fencing should probably be removed to make sure there are no risk factors left on the site.

As chance would have it, a company that provides high speed internet is interested in using this site for the purpose of installing a 25' x 28' enclosure with a satellite transmitter for area residents. They are offering to pay \$500/monthly to do so. They would also incur other incidental costs, including real and personal taxes that may be incurred. I am including their letter and concept plans. I indicated that the council may have an interest.

This is up for discussion at the meeting [January 13, 2020]. The upside is income. The downside is that it might encumber the site with a user that could compromise a future use. Even so, we could probably mitigate this.

✓ **MARY CRAPO** (*No Change of Status*)

The zoning, site plan, and PILOT have been approved for the 40 units of senior housing within the original building. The land sale is still pending by the school, and the state will be considering funding.

The developer offered a lease to the city, but this matter has stalled. While the maintenance and improvement of a recreational area in downtown has many intrinsic benefits, there are costs and limits as indicated in the lease mark up. I included this in the April 13th packet for discussion. In concept, a long term lease can make much sense to preserve this feature and make enhancements. However, the developer limited options for use (ballfield) and created some uncertainty with the limits on lease rights. There is also the ever-present matter of providing resources to maintain such a feature.

So, the real issue is, do we seek a ballfield area to be held in public trust (at the city's cost), or do we enable the developer to own it for their use. The park board considered this matter at their May and June meetings (with school administration input at the June meeting). There was no interest in leasing the park for a ballpark only. This appears to

reflect a requirement that the owners maintain the ballfield for the school or pay the school to relocate it. If this is the case, they might see the city as a means to uphold their obligations.

The board resolved to reject the lease option as written at the May meeting and affirmed this stance in June. There is still a degree of interest for a lease if the city could maintain it as total green space or if the city had the ability to choose the recreational use.

Currently, Communities First feels the ballfield must be retained as the exclusive use of the site because that is what they feel the community desires. It appears Communities First will owe the school district \$70,000 if the ball field is removed. I communicated the findings of the park board to Communities First.

✓ **FIRE HALL ROOF (Update)**

The roof is done! This item will be removed from future reports.

✓ **COVID 19 (Update)**

The amended opening plan is on the city website. I can happily report that our work operations and the overall function of the community appears to be stable and adequate, despite some remaining restrictions. At this point, we carefully watch the national and state trends in COVID impacts, as well as the resulting policy. Note that we do not expect to go back to 'normal' operations any time soon.

Moving forward we can expect a number of direct and indirect pressures and changes that will impact our community and our city operations. Among those, I expect limits on our staff production, especially should the virus directly impact employees. We are utilizing remote (home) work operations, flexible scheduling, single occupancy vehicles (DPW), cancellation of home appointments, closure of the municipal office/park facilities, and related actions. The public will feel the impact of the office and park limits, as well as the ability of staff to freely and openly engage in routine business. This will make life slow down, plain and simple.

We can expect revenue hits. The economy is taking a remarkable beating. This will result in hardships for the residents, businesses, and other service providers. We can expect reduced state general revenue sharing, Act 51 street revenues sharing, and property values. We can also expect late utility/tax payments, foreclosures, and building activities. We are already placing a more critical eye on our expenses.

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

✓ **MONTHLY REPORTS (Update)**

There are some routine reports included for your information.

✓ **COMCAST SERVICE CHANGE (Update)**

Please see the attached notice for service updates.

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

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

The Planning Commission met on March 10th. The meeting focused on Mary Crapo. There was public comment related to the zoning request for Mary Crapo. This included only the 2.2 acres of the 5 acre site that are related to the senior apartment site plan. This includes the existing school, a small expansion, and related parking areas.

The commission recommended zoning the property to RM-1. The also conditionally approved the site plan. While the question of the remaining green space was not an official business item, there was a positive reception to retaining this space in the public trust moving forward.

There next meeting is scheduled for July 7. This is likely to be cancelled due to COVID 19 mitigation.

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

The DDA met on March 12. There was not a quorum. Attendance is becoming a notable issue with this board.

Those present discussed plans for Family Movie Night and the potential for a micro-grant that could provide amenities in the downtown, such as benches, bike racks, and similar features.

Their tentative June meeting date is July 9.

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

The ZBA did not have a March meeting due to COVID 19 mitigation. Their annual meeting will be postponed, which will be held with or without other business. This is expected to include training

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

The Park Board had a virtual June meeting on the 3rd. The board reviewed current maintenance needs, disc golf, COVID impacts, and the Mary Crapo lease option.

These items are specifically covered elsewhere in the packet. Note that the restrooms and pavilions are stated to be fully operational by June 12. Maintenance items include much painting and clean up in Elms and Abrams, along with tree trimming, and pavilion identification. Longer term needs continue to be Abrams forestry, Abrams security, and tennis court use.

The next meeting is slated for July 1st and shall be in one of the park pavilions.

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

The BoR met the week of March 16th and had forty-one petitions, ten disabled veteran exemptions and a few clerical issues and late personable property exemptions.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **ROAD SALT PRICE AWARD** (*Business Item*)

Genesee County, with whom we have a cooperative purchasing agreement, has negotiated another contract with the Detroit Salt Company for the procurement of road salt for the next season. The price will increase from the current price of \$59.07 per ton to \$60.84 per ton. This is an increase of about 3%. This price remains in line with the 2016 price of about \$59, and well below the spike from four years ago when non-contract communities saw temporary prices around \$100/ton.

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

✓ **8067 MILLER ROAD (*Business Item*)**

As part of the Redevelopment Ready Community initiative in the city, the community is working with the owner and state consultants to plan and market the reuse of the Lovegrove properties on Miller Road. As part of this initiative, the site planners (representing architectural, land use, and economic backgrounds) recommend the acquisition of a public easement between the property and Hayes Street. This would enable an alley to connect from Hayes to Holland Drive, thereby reducing Miller Road vehicle turning movements, freeing up parking spaces, and diffusing traffic.

Staff made inquiries of the owner regarding such a transaction for an easement. We learned that the owners have just relocated out-of-state and need to sell the entire home. They had little interest in putting the time and effort into carving out an easement prior to a sale. However, they were agreeable to selling the home (by owner) for the valuation of a market appraisal.

Such an appraisal was completed. Due to COVID restrictions, the appraisal was completed based upon exterior viewing, interior images, known property data, comparable sales, etc. The appraisal and property cards are included in the packet. A value of \$155,000 was established, with a further \$5,000 removed to accommodate interior refurbishing needs. Upon interior inspection, it was evident that additional electrical work and a bathroom upgrade was needed. The function of the boiler was unknown.

We have sought market prices to complete the electrical work to code, finish the downstairs half bath, clean/tune the boiler, and complete dry wall work as needed. The cost to do so amounted to an additional \$9,700, thereby reducing the original estimate by \$14,700 for uncompleted work. This brings the adjusted value to \$140,300, which is within about \$2,000 of the true cash value as established by our assessor on December 31, 2019.

Working with the State of Michigan MEDC, the Lovegrove owners, adjacent businesses, the DDA, and related stakeholders, I think acquisition of this property is an important piece of the downtown revitalization puzzle. At a minimum, we can guarantee the availability of an alley way for the future. The city will then also have control of the property by virtue of zoning, deed restrictions, investment, or even owner control. This means the city could take steps to keep the use residential, convert it to

office, include it with a development of the Lovegrove property, turn it into a museum/public use, sell it to recover expenses, hold it for speculation, etc.

Note that the move obviously requires resources up front. Admittedly, some of these may not be able to be recovered directly. For example, if the city acquires the property and sells it after conveying an easement, we could expect to expend funds on the survey/easement instrument and then take a potential hit on the home value due to the reduced back yard. That would be the cost of getting the alley.

However, possession of the home during a potential revitalization of the Lovegrove property could greatly increase the value and result in a surplus. Like any real property acquisition, there is risk. Like any public improvement, there is often unrecovered sunk costs.

The bottom line is that this is not to be construed as a guaranteed short term financial investment. However, the opportunity to directly impact the welfare of downtown is apparent. There are also many options and paths that could lead to enhanced public amenities downtown or even financial appreciation.

I recommend acquisition of 8067 Miller Road and have included a resolution to move this forward. I do so with much deliberation by the planning team that was assembled to repurpose the Lovegrove property. With the property vacant and its centralized location, this is one of our largest economic development initiatives. This property is one of the keys to making that redevelopment successful.

✓ **PENSION ACTUARIAL (Update)**

We just received our pension actuarial report for the year ending in 2019. Once again, we are disappointed. Our funded ratio is down to 91% and equates to \$632,000 in owed liability. This is a dramatic increase from the \$86,621 that was outstanding two years ago (a 99% funded ratio). This is even more disappointing since the city has been making additional contributions to the program, above what MERS recommends.

This was not totally unexpected. When I started work here in 2014, MERS expected annual returns of 8%. They decreased that to 7.75%, and now they are assuming returns of only 7.35%. Each time this happens, they simply ask for more money to make ends meet.

Relatively speaking, the city is in a much better position than nearly every other city. However, this will raise our required contributions from \$0 each month to about \$12,000 each month. This will put stress on our budget for the next ten years or so. However, we have already been making excess payments of about \$6,000 each month, so the total impact will be about \$6,000 each month split between funds.

Council Questions, Inquiries, Requests, Comments, and Notes

Closed Session Minutes: Due to complications with reviewing and potentially discussing closed session minutes in a virtual meeting, we are delaying this item until we can convene in person or until we have more confidence in the new virtual protocols.

Miller Road RVs & Blighted Homes: We are working to streamline communication between building services, Metro PD, and the city prosecutor. Many of these violations are in the works and have pre-trial dates. Others have been acted upon since our last meeting to commence and/or continue orders for injunctive relief.

Outdoor Tavern Districts: The state may enable cities to create outdoor districts in which alcoholic beverages are permitted in an effort to compensate taverns for losses due to occupancy restrictions. This is something that I am sure our two taverns will prefer in or near the downtown.

**City of Swartz Creek
RESOLUTIONS
(Virtual) Regular Council Meeting, Monday, June 22, 2020, 7:00 P.M.**

Resolution No. 200622-4A MINUTES – June 8, 2020

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Tuesday, June 8, 2020, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 200622-5A 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 June 22, 2020, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 200622-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of June 22, 2020, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 200622-8A RESOLUTION TO PURCHASE ROAD SALT

Motion by Councilmember: _____

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

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

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

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

WHEREAS, the GCRC negotiated a salt price for the coming winter, with year over year increase, with Detroit Salt Company of 12841 Sanders St., Detroit, at a unit cost of \$60.84 per ton, and a cooperative purchasing invitation has been extended to the City from the Genesee County Road Commission on June 8, 2020; and

WHEREAS, the City finds the per-ton cost of \$60.84 to be extremely competitive.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council accepts the Genesee County Road Commission's cooperative purchasing agreement and appropriate an amount not to exceed \$66,924, plus 10% contingency, for the purchase of rock salt from the Detroit Salt Company, expenses to be distributed proportionate to use at the direction of the City's Treasurer.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 200622-8B

**RESOLUTION TO ACQUIRE REAL PROPERTY
LOCATED AT 8067 MILLER ROAD**

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek is a Redevelopment Ready Community (RRC) that is aggressively promoting rehabilitation and reuse of vacant downtown buildings, including the Lovegrove properties; and,

WHEREAS, the staff and consultants provided by the state in relation to this site development recommend the acquisition of an easement from Hayes Street to the Lovegrove property so that safe and efficient vehicle access can be provided to the public; and,

WHEREAS, 8067 Miller provides such access and is currently being sold by the owners, who have recently moved out-of-state; and,

WHEREAS, an appraisal of the property (supplemented by quotes for electrical, mechanical, and general building services) has been completed by a certified firm, with the resulting value being \$140,300; and,

WHEREAS, the City Council finds that a public purpose exists for the acquisition of 8067 Miller Road, that purpose being the recording of a public easement for alley use between

Holland Drive and Hayes Street, as well as the potential for neighborhood enhancement through site improvements or use restrictions available to the city as an owner; and,

WHEREAS, the owner has prepared a purchase agreement using a template provided by Sergeant's Title Company.

NOW, THEREFORE, I Move the City of Swartz Creek City Council approves the purchase of 8067 Miller Road, through a warranty deed-cash transaction, as outlined in the purchase agreement included in the June 22, 2020 city council packet and directs the Mayor to execute said agreement on behalf of the city.

BE IF FURTHER RESOLVED, the council directs the City Manager to prepare for a closing with the owner and authorizes the Mayor to execute any and all forms, titles, acknowledgements, and related instruments in order to finalize the transaction.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 200622-8C

RESOLUTION TO APPROVE ADMINISTRATIVE APPROVAL OF CONTRACTOR PROGRESS PAYMENT REQUESTS FOR USDA RD FUNDS AND STREET RECONSTRUCTION

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek closed on a USDA grant and loan program to support water main improvements in the city, and

WHEREAS, the USDA requires that all expenses related to the water main projects be approved by the city council for a reimbursement draw, prior to submitting such a request to the USDA, and

WHEREAS, the expenses for the work have been approved with a unit-based contract, and

WHEREAS, routine draws are to be processed by the City Treasurer, reviewed by the City Council, and submitted to the USDA for reimbursement within narrow time limits.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council authorizes the City Manager to approve progress payment requests for the USDA and related road work within the limits and expectations of the 2020 City of Swartz Creek Watermain and Local Road Improvements construction contract on file in the city clerk's office.

BE IT FURTHER RESOLVED, that the Treasurer shall submit evidence of such payment to the city council on a monthly basis.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 200622-8D

**RESOLUTION TO APPROVE CONSTRUCTION
ENGINEERING SERVICES FOR 2020-2021 STREET
RECONSTRUCTION**

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

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

WHEREAS, the reconstruction features of the fifth and sixth years of the plan were awarded to Glaeser Dawes through a sealed bidding process, and

WHEREAS, these projects shall require construction engineering services to ensure proper materials, procedures, quantities, and results.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council approves the engineering proposal by OHM Advisors, dated June 15, 2020, for construction engineering services in the amount of \$109,360 for the slated 2020 improvements and \$118,810 for the slated 2021 improvements related to the awarded project.

BE IT FURTHER RESOLVED, that appropriations to the projects and engineering shall be made to Fund 101 (General), Fund 202 (Major Streets), Fund 203 (Local Streets), and Fund 204 (Municipal Streets) as directed by the Treasurer.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 06/08/2020**

The meeting was called to order at 7:00 p.m. by Mayor Krueger.

Invocation and Pledge of Allegiance.

Councilmembers Present: Cramer, Farmer, Gilbert, Hicks, Krueger, Pinkston, Henry.

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, Clerk Connie Olger, Treasurer Deanna Korth, Director of Community Services Andy Harris, City Attorney Chris Stritmatter.

Others Present: Lania Rocha, Steve Long, Sarah West, Jim Florence, Brenda Bennett, Samantha Fountain.

APPROVAL OF MINUTES

Resolution No. 200608-01 (Carried)

Motion by Councilmember Henry
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday May 26, 2020 to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 200608-02 (Carried)

Motion by Councilmember Cramer
Second by Councilmember Henry

I Move the Swartz Creek City Council approve the Agenda as, printed for the Regular Council Meeting of June 08, 2020, to be circulated and placed on file.

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

CITY MANAGER'S REPORT

Resolution No. 200608-03

(Carried)

Motion by Councilmember Farmer
Second by Councilmember Cramer

I Move the Swartz Creek City Council accept the City Manager's Report of June 08, 2020, including reports and communications to be circulated and placed on file.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

Jim Florence 4296 Springbrook, concerns with property on Tallmadge where pond was dug, the trailers on vacant property located on the north side Miller Rd. located approximately across from Cornerstone Church and the 3 vacant properties on the south west corner of Miller/Elms Rd.

Mr. Zettel responded that the property with the pond. This property is going to build, the property with the trailers has been reported to Metro Police for enforcement along with the 3 vacant properties on Miller/Elms. There are steps being taken on those properties.

COUNCIL BUSINESS:

RESOLUTION TO APPROVE THE FISCAL YEAR 2020-2021 CITY BUDGET

Resolution No. 200608-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Cramer

WHEREAS, the Swartz Creek City Council is required to approve a budget in accordance with the General Appropriations Act and Uniform Budgeting and Accounting Act; and

WHEREAS, a public hearing was posted and held in accordance with the city charter on May 26, 2020; and

WHEREAS, the Swartz Creek City Council finds the following Fund-based budget to be an accurate and desirable instrument to appropriate funds to serve the needs of the City of Swart Creek.

THEREFORE BE IT RESOLVED, the Swartz Creek City Council hereby adopt the following 2020-2021 fiscal budget based upon the following tax mills:

General Operating Levy	4.7545 mills
Public Safety SAD	4.9000 mills
Street Levy	4.1550 mills
Sanitation Levy	2.6270 mills

101 GENERAL FUND	Estimated Beginning Fund Balance	\$	1,282,192
	<u>Estimated Revenues</u>	Adopted	
	General Fund Estimated Operating Revenues	2,518,610	
		<u>2,518,610</u>	
	<u>Appropriations</u>	Adopted	
	General Government Activities 000-299	404,410	
	Public Safety Activities 301-399	1,297,827	
	Public Works Activities 400-799	547,718	
	Other Government Activities 800-999	201,268	
		<u>2,451,222</u>	
		<u>2,451,222</u>	
	Effect on General Fund's Fund Balance		67,388
	Estimated Ending Fund Balance June 30, 2021	\$	1,349,580

202 MAJOR STREETS	Estimated Beginning Fund Balance	\$	697,232
	<u>Estimated Revenues</u>	Adopted	
	Major Streets Fund Estimated Operating Revenues	457,875	
		<u>457,875</u>	
	<u>Appropriations</u>	Adopted	
	General Government Activities 101-299	1,000	
	Public Safety Activities 301-399	0	
	Public Works Activities 400-799	430,855	
	Other Government Activities 800-999	100,000	
		<u>531,855</u>	
		<u>531,855</u>	
	Effect on Major Street's Fund Balance		(73,980)

Estimated Ending Fund Balance June 30, 2021	\$	623,252
--	-----------	----------------

203 LOCAL STREETS FUND Estimated Beginning Fund Balance		702,932.76
--	--	-------------------

<u>Estimated Revenues</u>		<u>Adopted</u>	
Local Streets Fund Estimated Operating Revenue		659,000	
		659,000	

		<u>Adopted</u>	
General Government Activities 101-299		1,000	
Public Safety Activities 301-399		0	
Public Works Activities 400-799		547,695	
Other Government Activities 800-999		0	
		548,695	
		548,695	

Effect on Local Streets Fund's Fund Balance		110,305
--	--	----------------

Estimated Ending Fund Balance June 30, 2021	\$	813,238
--	-----------	----------------

204 MUNICIPAL STREET FUND Estimated Beginning Fund Balance		55,563.83
---	--	------------------

<u>Estimated Revenues</u>		<u>Adopted</u>	
Municipal Street Fund Estimated Revenue		651,580	
		651,580	

		<u>Adopted</u>	
General Government Activities 101-299		0	
Public Safety Activities 301-399		0	
Public Works Activities 400-799		0	
Other Government Activities 800-999		667,917	
		667,917	

Effect on Municipal Street Fund's Fund Balance		(16,337)
---	--	-----------------

Estimated Ending Fund Balance June 30, 2021	\$	39,227
--	-----------	---------------

226 GARBAGE FUND Estimated Beginning Fund Balance		\$ 326,732
--	--	-------------------

<u>Estimated Revenues</u>		<u>Adopted</u>	
Garbage Fund Estimated Operating Revenue		415,025	

	<u>415,025</u>	
<u>Appropriations</u>	Adopted	
General Government Activities 000-299	43,372	
Public Safety Activities 301-399	0	
Public Works Activities 400-799	369,964	
Other Government Activities 800-999	<u>0</u>	
	413,336	
Effect on Garbage Fund's Fund Balance		1,689
Estimated Ending Fund Balance June 30, 2021		\$ 328,421
248 DDA FUND Estimated Beginning Fund Balance		\$ 32,767
<u>Estimated Revenues</u>	Adopted	
DDA Fund Estimated Operating Revenue	<u>68,962</u>	
	68,962	
<u>Appropriations</u>	Adopted	
General Government Activities 101-299	2,820	
Public Safety Activities 301-399	0	
Public Works Activities 400-799	44,395	
Other Government Activities 800-999	<u>0</u>	
	47,215	
	47,215	
Effect on Local Streets Fund's Fund Balance		21,747
Estimated Ending Fund Balance June 30, 2021		\$ 54,514
350 CITY HALL DEBT FUND Estimated Beginning Fund Balance		\$ 2,339
<u>Estimated Revenues</u>	Adopted	
City Hall Debt Fund Estimated Revenue	<u>100,365</u>	
	100,365	
<u>Appropriations</u>	Adopted	
General Government Activities 101-299	0	
Public Safety Activities 301-399	0	
Public Works Activities 400-799	0	
Other Government Activities 800-999	<u>101,118</u>	
	101,118	

Effect on City Hall Debt Fund's Fund Balance (753)

Estimated Ending Fund Balance June 30, 2021 \$ 1,586

402 FIRE EQUIPMENT FUND Estimated Beginning Fund Balance \$ 106,947

Estimated Revenues Adopted
 Fire Equipment Replacement Fund Est Operating Rev. 75,011
 75,011

Appropriations Adopted
 General Government Activities 101-299 0
 Public Safety Activities 301-399 3500
 Public Works Activities 400-799 0
 Other Government Activities 800-999 0
 3500
 3500

Effect on Fire Equip Replacement Fund's Fund Balance 71,511

Estimated Ending Fund Balance June 30, 2021 \$ 178,458

590 WATER FUND Estimated Beginning Fund Balance \$ 6,003,942

Estimated Revenues Adopted
 Water Supply Fund Estimated Operating Revenue 2,232,000
 2,232,000

Appropriations Adopted
 General Government Activities 000-299 150,060
 Public Safety Activities 301-399
 Public Works Activities 400-799 2,343,520
 Other Government Activities 800-999 99,579
 2,593,159
 2,593,159

Effect on Water Supply Fund's Fund Balance (361,159)

Estimated Ending Fund Balance June 30, 2021 \$ 5,642,782

WATER FUND EXPENSES INCLUDE \$252,700 IN DEPRECIATION

591 SEWER FUND	Estimated Beginning Fund Balance	\$	7,455,936
	<u>Estimated Revenues</u>		<u>Adopted</u>
Sanitary Sewer Fund	Estimated Operating Revenue		1,272,700
			<u>1,272,700</u>
	<u>Appropriations</u>		<u>Adopted</u>
General Government Activities	000-299		147,714
Public Safety Activities	301-399		0
Public Works Activities	400-799		1,351,777
Other Government Activities	800-999		0
			<u>1,499,490</u>
			<u>1,499,490</u>
	Effect on Sanitary Sewer Fund's Fund Balance		(226,790)
	Estimated Ending Fund Balance June 30, 2021	\$	7,229,145

SEWER FUND EXPENSES INCLUDE \$270,000 IN DEPRECIATION

661 MOTOR POOL FUND	Estimated Beginning Fund Balance	\$	449,240
	<u>Estimated Revenues</u>		<u>Adopted</u>
Motor Pool Fund	Estimated Operating Revenue		234,250
			<u>234,250</u>
	<u>Appropriations</u>		<u>Adopted</u>
General Government Activities	101-299		19,158
Public Safety Activities	301-399		0
Public Works Activities	400-799		386,681
Other Government Activities	800-999		0
			<u>405,839</u>
			<u>405,839</u>
	Effect on Motor Pool Fund's Fund Balance		(171,589)
	Estimated Ending Fund Balance June 30, 2021	\$	277,651

MOTOR POOL EXPENSES INCLUDE \$24,000 IN DEPRECIATION

Total Estimated Revenues	\$8,685,378
Total All Funds Appropriations	\$9,263,347

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

MEETING OPENED TO THE PUBLIC:

Sarah West, 6337 Bristol Rd. and her son are attending tonight. Her son is attending for Cub Scout badge.

REMARKS BY COUNCILMEMBERS:

Councilmember Cramer updated the current 2020 Census rate is 78.3%/

Councilmember Gilbert commented everybody stay safe and well.

Mayor Pro Tem Pinkston was glad to hear information on the racetrack.

Mayor Krueger thanked everyone for joining the meeting and he is glad to see the state is opening back up.

ADJOURNMENT

Resolution No. 200608-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Henry

I Move the Swartz Creek City Council adjourn the regular meeting at 7:50 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Olger, City Clerk

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK

PERIOD ENDING 05/31/2020

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 05/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 101 - General Fund					
000.000 - General	2,280,530.00	2,303,417.56	2,097,543.50	205,874.06	91.06
172.000 - Executive	0.00	0.00	22,500.00	(22,500.00)	100.00
215.000 - Administration and Clerk	42.00	42.00	50.55	(8.55)	120.36
262.000 - Elections	0.00	350.00	350.00	0.00	100.00
301.000 - Police Dept	3,800.00	4,195.95	4,278.45	(82.50)	101.97
336.000 - Fire Department	0.00	800.00	3,138.03	(2,338.03)	392.25
345.000 - PUBLIC SAFETY BUILDING	28,100.00	28,100.00	21,712.98	6,387.02	77.27
410.000 - Building & Zoning & Planning	65,830.00	74,780.00	102,989.00	(28,209.00)	137.72
448.000 - Lighting	9,870.00	9,870.00	7,078.06	2,791.94	71.71
448.001 - Decorative Street Lighting	8,165.39	0.00	0.00	0.00	0.00
728.005 - Holland Square Streetscape	0.00	40,000.00	40,000.00	0.00	100.00
782.000 - Facilities - Abrams Park	100.00	140.00	210.00	(70.00)	150.00
783.000 - Facilities - Elms Rd Park	6,700.00	6,700.00	3,954.58	2,745.42	59.02
790.000 - Facilities-Senior Center/Libr	7,980.00	7,980.00	4,460.12	3,519.88	55.89
790.012 - CDBG Senior Center Operations	1,440.95	1,850.00	0.00	1,850.00	0.00
794.000 - Community Promotions Program	0.00	1,000.00	1,000.00	0.00	100.00
931.000 - Transfers IN	38,000.00	38,000.00	34,000.00	4,000.00	89.47
TOTAL REVENUES	2,450,558.34	2,517,225.51	2,343,265.27	173,960.24	
000.000 - General	14,160.00	14,160.00	12,504.69	1,655.31	88.31
101.000 - Council	20,210.43	20,409.43	18,939.65	1,469.78	92.80
172.000 - Executive	109,561.45	148,531.45	132,409.40	16,122.05	89.15

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 05/31/2020	AVAILABLE BALANCE	% BDGT USED
201.000 - Finance,Budgeting,Accounting	47,008.38	47,121.38	42,056.57	5,064.81	89.25
215.000 - Administration and Clerk	28,138.95	30,114.95	28,867.73	1,247.22	95.86
228.000 - Information Technology	16,600.00	18,970.53	20,902.06	(1,931.53)	110.18
247.000 - Board of Review	2,450.65	2,450.65	2,702.45	(251.80)	110.27
253.000 - Treasurer	43,940.75	44,153.75	38,316.24	5,837.51	86.78
257.000 - Assessor	55,963.72	55,997.72	36,943.61	19,054.11	65.97
262.000 - Elections	58,867.77	58,944.77	23,461.67	35,483.10	39.80
266.000 - Legal Council	20,000.00	20,000.00	11,676.00	8,324.00	58.38
301.000 - Police Dept	7,855.00	7,855.00	11,900.90	(4,045.90)	151.51
301.266 - Legal Council PSFY	4,100.00	4,100.00	7,562.85	(3,462.85)	184.46
301.851 - Retiree Employer Health Care PSFY	21,133.00	21,133.00	18,442.40	2,690.60	87.27
334.000 - Metro Police Authority	990,000.00	990,000.00	992,885.50	(2,885.50)	100.29
336.000 - Fire Department	200,781.24	200,781.24	136,911.23	63,870.01	68.19
345.000 - PUBLIC SAFETY BUILDING	45,613.25	45,819.90	32,025.45	13,794.45	69.89
410.000 - Building & Zoning & Planning	117,084.00	117,279.00	83,545.33	33,733.67	71.24
410.025 - 2017 CDBG 5157 Morrish Demo	375.00	375.00	0.00	375.00	0.00
448.000 - Lighting	108,165.39	108,165.39	87,111.25	21,054.14	80.54
463.000 - Routine Maint - Streets	0.00	1,125.00	1,125.00	0.00	100.00
728.005 - Holland Square Streetscape	103,700.00	319,456.45	319,456.45	0.00	100.00
781.000 - Facilities - Pajtas Amphitheat	2,025.62	2,035.62	1,439.04	596.58	70.69
782.000 - Facilities - Abrams Park	43,259.60	43,411.60	29,653.76	13,757.84	68.31
783.000 - Facilities - Elms Rd Park	77,407.45	78,600.45	69,063.14	9,537.31	87.87
784.000 - Facilities - Bicentennial Park	1,930.75	1,934.75	2,980.28	(1,045.53)	154.04

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 05/31/2020	AVAILABLE BALANCE	% BDGT USED
786.000 - Non-Motorized Trailway	150,000.00	150,000.00	114,512.75	35,487.25	76.34
787.000 - Veterans Memorial Park	3,173.58	3,173.58	2,057.34	1,116.24	64.83
790.000 - Facilities-Senior Center/Libr	36,376.28	37,954.28	28,419.49	9,534.79	74.88
790.012 - CDBG Senior Center Operations	1,440.95	1,850.00	0.00	1,850.00	0.00
793.000 - Facilities - City Hall	19,505.94	20,121.94	16,906.87	3,215.07	84.02
794.000 - Community Promotions Program	40,958.41	48,027.41	43,385.86	4,641.55	90.34
796.000 - Facilities - Cemetary	2,492.94	3,285.94	2,467.73	818.21	75.10
797.000 - Facilities - City Parking Lots	7,074.46	7,116.76	5,190.44	1,926.32	72.93
851.000 - Retired Employee Health Care	25,377.00	25,377.00	12,309.45	13,067.55	48.51
965.000 - Transfers Out	164,930.00	164,930.00	160,767.50	4,162.50	97.48
TOTAL EXPENDITURES	2,591,661.96	2,864,763.94	2,548,900.08	315,863.86	
Fund 101 - General Fund:					
TOTAL REVENUES	2,450,558.34	2,517,225.51	2,343,265.27	173,960.24	93.09
TOTAL EXPENDITURES	2,591,661.96	2,864,763.94	2,548,900.08	315,863.86	88.97
NET OF REVENUES & EXPENDITURES	(141,103.62)	(347,538.43)	(205,634.81)	(141,903.62)	
Fund 202 - Major Street Fund					
000.000 - General	430,121.00	430,121.00	384,101.31	46,019.69	89.30
441.000 - Miller Rd Park & Ride	5,200.00	5,200.00	3,949.96	1,250.04	75.96
449.500 - Right of Way - General	1,250.00	1,250.00	0.00	1,250.00	0.00
453.105 - Fairchild-Cappy to Miller TIP	201,600.00	31,661.74	31,661.74	0.00	100.00
463.000 - Routine Maint - Streets	288.00	288.00	3,080.00	(2,792.00)	1,069.44
478.000 - Snow & Ice Removal	500.00	500.00	2,410.06	(1,910.06)	482.01
TOTAL REVENUES	638,959.00	469,020.74	425,203.07	43,817.67	
228.000 - Information Technology	800.00	948.16	964.13	(15.97)	101.68
429.000 - Occupational Safety	0.00	0.00	110.94	(110.94)	100.00

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 05/31/2020	AVAILABLE BALANCE	% BDGT USED
441.000 - Miller Rd Park & Ride	5,892.21	6,638.41	4,915.95	1,722.46	74.05
448.000 - Lighting	90,547.00	96,187.00	96,187.00	0.00	100.00
449.500 - Right of Way - General	9,500.00	19,500.00	13,554.70	5,945.30	69.51
453.105 - Fairchild-Cappy to Miller TIP	257,000.00	75,838.12	75,688.44	149.68	99.80
463.000 - Routine Maint - Streets	53,521.36	58,814.36	54,329.29	4,485.07	92.37
463.308 - Winston - Oakview to Chesterfield	0.00	1,400.00	1,312.00	88.00	93.71
473.000 - Routine Maint - Bridges	0.00	0.00	425.00	(425.00)	100.00
474.000 - Traffic Services	31,334.12	34,861.07	36,818.15	(1,957.08)	105.61
478.000 - Snow & Ice Removal	39,449.85	39,555.85	32,272.75	7,283.10	81.59
482.000 - Administrative	11,292.50	11,292.50	11,552.77	(260.27)	102.30
538.500 - Intercommunity storm drains	3,700.00	7,900.00	7,786.64	113.36	98.57
965.000 - Transfers Out	100,000.00	100,000.00	100,000.00	0.00	100.00
TOTAL EXPENDITURES	603,037.04	452,935.47	435,917.76	17,017.71	
Fund 202 - Major Street Fund:					
TOTAL REVENUES	638,959.00	469,020.74	425,203.07	43,817.67	90.66
TOTAL EXPENDITURES	603,037.04	452,935.47	435,917.76	17,017.71	96.24
NET OF REVENUES & EXPENDITURES	35,921.96	16,085.27	(10,714.69)	26,799.96	
Fund 203 - Local Street Fund					
000.000 - General	150,691.00	151,949.68	140,680.67	11,269.01	92.58
449.000 - Right of Way Telecomm	15,000.00	15,000.00	0.00	15,000.00	0.00
449.500 - Right of Way - General	1,250.00	1,250.00	0.00	1,250.00	0.00
463.000 - Routine Maint - Streets	288.00	288.00	0.00	288.00	0.00
478.000 - Snow & Ice Removal	300.00	300.00	1,606.70	(1,306.70)	535.57
931.000 - Transfers IN	540,000.00	540,000.00	100,000.00	440,000.00	18.52
TOTAL REVENUES	707,529.00	708,787.68	242,287.37	466,500.31	

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 05/31/2020	AVAILABLE BALANCE	% BDGT USED
228.000 - Information Technology	800.00	948.16	964.13	(15.97)	101.68
429.000 - Occupational Safety	0.00	0.00	12.50	(12.50)	100.00
448.000 - Lighting	9,021.00	9,021.00	9,021.00	0.00	100.00
449.000 - Right of Way Telecomm	15,000.00	15,000.00	0.00	15,000.00	0.00
449.500 - Right of Way - General	15,000.00	16,435.25	16,198.70	236.55	98.56
463.000 - Routine Maint - Streets	197,393.54	197,779.54	61,040.15	136,739.39	30.86
463.106 - Hemsley Reconstruction	85,792.42	440,397.70	440,397.70	0.00	100.00
463.108 - Oxford Court	0.00	1,400.00	1,389.00	11.00	99.21
474.000 - Traffic Services	19,955.58	20,085.58	4,134.42	15,951.16	20.58
478.000 - Snow & Ice Removal	47,564.75	47,793.75	25,055.64	22,738.11	52.42
482.000 - Administrative	16,231.44	16,232.44	15,210.42	1,022.02	93.70
538.500 - Intercommunity storm drains	4,825.00	7,575.00	7,308.45	266.55	96.48
TOTAL EXPENDITURES	411,583.73	772,668.42	580,732.11	191,936.31	
Fund 203 - Local Street Fund:					
TOTAL REVENUES	707,529.00	708,787.68	242,287.37	466,500.31	34.18
TOTAL EXPENDITURES	411,583.73	772,668.42	580,732.11	191,936.31	75.16
NET OF REVENUES & EXPENDITURES	295,945.27	(63,880.74)	(338,444.74)	274,564.00	
Fund 204 - MUNICIPAL STREET FUND					
000.000 - General	631,220.00	631,255.00	627,368.34	3,886.66	99.38
TOTAL REVENUES	631,220.00	631,255.00	627,368.34	3,886.66	
905.000 - Debt Service	165,475.28	165,475.28	166,146.11	(670.83)	100.41
965.000 - Transfers Out	440,000.00	440,000.00	0.00	440,000.00	0.00
TOTAL EXPENDITURES	605,475.28	605,475.28	166,146.11	439,329.17	
Fund 204 - MUNICIPAL STREET FUND:					
TOTAL REVENUES	631,220.00	631,255.00	627,368.34	3,886.66	99.38
TOTAL EXPENDITURES	605,475.28	605,475.28	166,146.11	439,329.17	27.44
NET OF REVENUES & EXPENDITURES	25,744.72	25,779.72	461,222.23	(435,442.51)	

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 05/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 226 - Garbage Fund					
000.000 - General	395,423.00	397,656.70	403,623.13	(5,966.43)	101.50
TOTAL REVENUES	395,423.00	397,656.70	403,623.13	(5,966.43)	
000.000 - General	8,873.00	8,873.00	8,456.74	416.26	95.31
101.000 - Council	4,390.35	4,441.94	3,473.49	968.45	78.20
172.000 - Executive	8,768.92	8,794.92	7,051.74	1,743.18	80.18
201.000 - Finance,Budgeting,Accounting	7,300.77	7,358.77	6,538.42	820.35	88.85
215.000 - Administration and Clerk	4,228.93	4,778.93	4,319.89	459.04	90.39
228.000 - Information Technology	2,150.00	2,446.32	2,649.94	(203.62)	108.32
253.000 - Treasurer	8,282.59	8,301.59	7,112.65	1,188.94	85.68
257.000 - Assessor	800.00	800.00	0.00	800.00	0.00
528.000 - Sanitation Collection	290,477.59	290,478.59	252,380.62	38,097.97	86.88
530.000 - Wood Chipping	42,355.00	43,247.00	42,924.50	322.50	99.25
782.000 - Facilities - Abrams Park	4,457.22	5,209.22	6,031.62	(822.40)	115.79
783.000 - Facilities - Elms Rd Park	5,203.95	6,278.95	8,707.01	(2,428.06)	138.67
793.000 - Facilities - City Hall	3,905.04	4,145.18	3,820.30	324.88	92.16
TOTAL EXPENDITURES	391,193.36	395,154.41	353,466.92	41,687.49	
Fund 226 - Garbage Fund:					
TOTAL REVENUES	395,423.00	397,656.70	403,623.13	(5,966.43)	101.50
TOTAL EXPENDITURES	391,193.36	395,154.41	353,466.92	41,687.49	89.45
NET OF REVENUES & EXPENDITURES	4,229.64	2,502.29	50,156.21	(47,653.92)	
Fund 248 - Downtown Development Fund					
000.000 - General	45,310.00	45,310.00	46,526.25	(1,216.25)	102.68
728.004 - Family Movie Night	2,500.00	2,500.00	0.00	2,500.00	0.00
TOTAL REVENUES	47,810.00	47,810.00	46,526.25	1,283.75	

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 05/31/2020	AVAILABLE BALANCE	% BDGT USED
173.000 - DDA Administration	2,510.00	2,510.00	2,819.90	(309.90)	112.35
728.002 - Streetscape	475.00	40,475.00	40,000.00	475.00	98.83
728.003 - Facade Program	0.00	10,000.00	10,000.00	0.00	100.00
728.004 - Family Movie Night	3,950.00	14,237.63	12,961.29	1,276.34	91.04
TOTAL EXPENDITURES	6,935.00	67,222.63	65,781.19	1,441.44	
Fund 248 - Downtown Development Fund:					
TOTAL REVENUES	47,810.00	47,810.00	46,526.25	1,283.75	97.31
TOTAL EXPENDITURES	6,935.00	67,222.63	65,781.19	1,441.44	97.86
NET OF REVENUES & EXPENDITURES	40,875.00	(19,412.63)	(19,254.94)	(157.69)	
Fund 350 - City Hall Debt Fund					
000.000 - General	12.75	12.75	12.66	0.09	99.29
931.000 - Transfers IN	88,730.00	88,730.00	84,567.50	4,162.50	95.31
TOTAL REVENUES	88,742.75	88,742.75	84,580.16	4,162.59	
905.000 - Debt Service	89,480.00	89,480.00	85,317.50	4,162.50	95.35
TOTAL EXPENDITURES	89,480.00	89,480.00	85,317.50	4,162.50	
Fund 350 - City Hall Debt Fund:					
TOTAL REVENUES	88,742.75	88,742.75	84,580.16	4,162.59	95.31
TOTAL EXPENDITURES	89,480.00	89,480.00	85,317.50	4,162.50	95.35
NET OF REVENUES & EXPENDITURES	(737.25)	(737.25)	(737.34)	0.09	
Fund 402 - Fire Equip Replacement Fund					
000.000 - General	10.00	10.00	15.09	(5.09)	150.90
931.000 - Transfers IN	75,000.00	75,000.00	75,000.00	0.00	100.00
TOTAL REVENUES	75,010.00	75,010.00	75,015.09	(5.09)	
336.000 - Fire Department	0.00	5,838.79	5,838.79	0.00	100.00
TOTAL EXPENDITURES	0.00	5,838.79	5,838.79	0.00	
Fund 402 - Fire Equip Replacement Fund:					
TOTAL REVENUES	75,010.00	75,010.00	75,015.09	(5.09)	100.01
TOTAL EXPENDITURES	0.00	5,838.79	5,838.79	0.00	100.00
NET OF REVENUES & EXPENDITURES	75,010.00	69,171.21	69,176.30	(5.09)	

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 05/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 590 - Water Supply Fund					
000.000 - General	2,100.00	9,100.00	10,543.22	(1,443.22)	115.86
540.000 - Water System	2,225,695.00	2,225,695.00	1,570,558.97	655,136.03	70.56
543.230 - Water Main Repair USDA Grant	0.00	0.00	360,446.75	(360,446.75)	100.00
TOTAL REVENUES	2,227,795.00	2,234,795.00	1,941,548.94	293,246.06	
000.000 - General	22,382.50	22,382.50	21,141.88	1,240.62	94.46
101.000 - Council	11,606.88	11,730.84	8,684.47	3,046.37	74.03
172.000 - Executive	30,681.16	31,961.16	28,082.82	3,878.34	87.87
201.000 - Finance,Budgeting,Accounting	22,649.21	22,781.21	20,474.09	2,307.12	89.87
215.000 - Administration and Clerk	15,872.96	19,272.96	15,528.04	3,744.92	80.57
228.000 - Information Technology	6,000.00	7,333.43	7,930.05	(596.62)	108.14
253.000 - Treasurer	31,271.84	31,394.84	27,223.08	4,171.76	86.71
540.000 - Water System	2,076,741.20	2,099,224.70	1,448,037.88	651,186.82	68.98
542.000 - Read and Bill	56,248.38	56,826.38	45,068.36	11,758.02	79.31
543.230 - Water Main Repair USDA Grant	149,195.00	151,255.00	111,169.00	40,086.00	73.50
793.000 - Facilities - City Hall	10,277.73	10,606.73	9,315.40	1,291.33	87.83
850.000 - Other Functions	12,000.00	12,000.00	0.00	12,000.00	0.00
905.000 - Debt Service	49,916.22	49,916.22	8,228.05	41,688.17	16.48
TOTAL EXPENDITURES	2,494,843.08	2,526,685.97	1,750,883.12	775,802.85	
Fund 590 - Water Supply Fund:					
TOTAL REVENUES	2,227,795.00	2,234,795.00	1,941,548.94	293,246.06	86.88
TOTAL EXPENDITURES	2,494,843.08	2,526,685.97	1,750,883.12	775,802.85	69.30
NET OF REVENUES & EXPENDITURES	(267,048.08)	(291,890.97)	190,665.82	(482,556.79)	
Fund 591 - Sanitary Sewer Fund					
000.000 - General	2,500.00	5,200.00	12,792.39	(7,592.39)	246.01

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 05/31/2020	AVAILABLE BALANCE	% BDGT USED
536.000 - Sewer System	1,289,965.00	1,289,965.00	924,436.57	365,528.43	71.66
TOTAL REVENUES	1,292,465.00	1,295,165.00	937,228.96	357,936.04	
000.000 - General	22,682.50	22,682.50	21,141.88	1,540.62	93.21
101.000 - Council	11,281.88	11,430.84	8,683.45	2,747.39	75.97
172.000 - Executive	30,593.04	31,228.04	27,010.91	4,217.13	86.50
201.000 - Finance,Budgeting,Accounting	22,554.21	22,596.21	20,473.41	2,122.80	90.61
215.000 - Administration and Clerk	16,422.96	16,682.96	15,528.10	1,154.86	93.08
228.000 - Information Technology	6,000.00	7,333.43	7,930.06	(596.63)	108.14
253.000 - Treasurer	31,211.70	31,348.70	27,223.37	4,125.33	86.84
536.000 - Sewer System	995,116.56	1,024,601.06	564,183.74	460,417.32	55.06
537.000 - Sewer Lift Stations	9,074.40	9,124.40	8,448.45	675.95	92.59
542.000 - Read and Bill	64,579.13	65,157.13	55,561.69	9,595.44	85.27
543.400 - Reline Existing Sewers	197,000.00	197,000.00	64,141.00	132,859.00	32.56
543.401 - Flush & TV Sewers	0.00	16,500.00	0.00	16,500.00	0.00
793.000 - Facilities - City Hall	10,069.04	10,510.04	9,279.66	1,230.38	88.29
850.000 - Other Functions	5,000.00	5,000.00	0.00	5,000.00	0.00
TOTAL EXPENDITURES	1,421,585.42	1,471,195.31	829,605.72	641,589.59	
Fund 591 - Sanitary Sewer Fund:					
TOTAL REVENUES	1,292,465.00	1,295,165.00	937,228.96	357,936.04	72.36
TOTAL EXPENDITURES	1,421,585.42	1,471,195.31	829,605.72	641,589.59	56.39
NET OF REVENUES & EXPENDITURES	(129,120.42)	(176,030.31)	107,623.24	(283,653.55)	
Fund 661 - Motor Pool Fund					
000.000 - General	154,115.26	155,581.26	166,104.50	(10,523.24)	106.76
TOTAL REVENUES	154,115.26	155,581.26	166,104.50	(10,523.24)	
172.000 - Executive	10,628.40	10,628.40	9,729.04	899.36	91.54

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 05/31/2020	AVAILABLE BALANCE	% BDGT USED
201.000 - Finance,Budgeting,Accounting	7,889.59	7,923.59	7,087.40	836.19	89.45
228.000 - Information Technology	1,150.00	1,446.32	1,247.00	199.32	86.22
795.000 - Facilities - City Garage	188,597.59	189,174.59	144,282.69	44,891.90	76.27
850.000 - Other Functions	9,850.00	9,850.00	0.00	9,850.00	0.00
TOTAL EXPENDITURES	218,115.58	219,022.90	162,346.13	56,676.77	
Fund 661 - Motor Pool Fund:					
TOTAL REVENUES	154,115.26	155,581.26	166,104.50	(10,523.24)	106.76
TOTAL EXPENDITURES	218,115.58	219,022.90	162,346.13	56,676.77	74.12
NET OF REVENUES & EXPENDITURES	(64,000.32)	(63,441.64)	3,758.37	(67,200.01)	
Fund 865 - Sidewalks					
478.000 - Snow & Ice Removal	1,000.00	1,000.00	1,215.00	(215.00)	121.50
931.000 - Transfers IN	1,200.00	1,200.00	1,200.00	0.00	100.00
TOTAL REVENUES	2,200.00	2,200.00	2,415.00	(215.00)	
478.000 - Snow & Ice Removal	2,200.00	2,200.00	1,215.00	985.00	55.23
TOTAL EXPENDITURES	2,200.00	2,200.00	1,215.00	985.00	
Fund 865 - Sidewalks:					
TOTAL REVENUES	2,200.00	2,200.00	2,415.00	(215.00)	109.77
TOTAL EXPENDITURES	2,200.00	2,200.00	1,215.00	985.00	55.23
NET OF REVENUES & EXPENDITURES	0.00	0.00	1,200.00	(1,200.00)	
Fund 866 - Weed Fund					
000.000 - General	6,800.00	6,800.00	2,300.00	4,500.00	33.82
TOTAL REVENUES	6,800.00	6,800.00	2,300.00	4,500.00	
000.000 - General	2,100.00	2,100.00	570.00	1,530.00	27.14
965.000 - Transfers Out	38,000.00	38,000.00	34,000.00	4,000.00	89.47
TOTAL EXPENDITURES	40,100.00	40,100.00	34,570.00	5,530.00	
Fund 866 - Weed Fund:					
TOTAL REVENUES	6,800.00	6,800.00	2,300.00	4,500.00	33.82
TOTAL EXPENDITURES	40,100.00	40,100.00	34,570.00	5,530.00	86.21
NET OF REVENUES & EXPENDITURES	(33,300.00)	(33,300.00)	(32,270.00)	(1,030.00)	

Adam Zettel

From: Comcast Heartland <Comcast_Heartland@comcast.com>
Sent: Tuesday, June 16, 2020 8:40 AM
Cc: Gardner, John
Subject: Comcast Programming Changes

Good morning,

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note following changes:

- Effective June 9, 2020, AMC Premiere (a subscription VOD product) has rebranded as AMC+ and SVOD subscribers also receive access to a new linear AMC+ channel.
- Effective June 9, 2020, Urban Movie Channel (a subscription VOD product) rebranded as WEtv+.
- Effective June 16, 2020, Investigation Discovery is now a part of the Entertainment genre pack. GSN and Travel Channel are moving from Preferred to the Entertainment genre pack.

Please feel free to contact me at 734-359-2077 if you have any questions.

Sincerely,

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

Waste hauler Republic apologizes to Flint for 'unacceptable' service

By Ron Fonger / rfonger1@mlive.com

Privacy Preference Center

When you visit any website, it may store or retrieve information on your browser, mostly in the form of cookies. This information might be about you, your preferences or your device and is mostly used to make the site work as you expect it to. The information does not usually directly identify you, but it can give you a more personalized web experience. Because we respect your right to privacy, you can choose not to allow some types of cookies. Click on the different category headings to find out more and change our default settings. However, blocking some types of cookies may impact your experience of the site and the services we are able to offer.

[More information](#)

Manage Consent Preferences

Always Active

Targeting Cookies

These cookies may be set through our site by our advertising partners. They may be used by those companies to build a profile of your interests and show you relevant adverts on other sites. They do not store directly personal information, but are based on uniquely identifying your browser and internet device. If you do not allow these cookies, you will experience less targeted advertising.

Always Active

Performance Cookies

These cookies allow us to count visits and traffic sources so we can measure and improve the performance of our site. They help us to know which pages are the most and least popular and see how visitors move around the site. All information these cookies collect is aggregated and therefore anonymous. If you do not allow these cookies we will not know when you have visited our site, and will not be able to monitor its performance.

Always Active

Strictly Necessary Cookies

These cookies are necessary for the website to function and cannot be switched off in our systems. They are usually only set in response to actions made by you which amount to a request for services, such as setting your privacy preferences, logging in or filling in forms. You can set your browser to block or alert you about these cookies, but some parts of the site will not then work. These cookies do not store any

personally identifiable information.

Always Active

Functional Cookies

These cookies enable the website to provide enhanced functionality and personalisation. They may be set by us or by third party providers whose services we have added to our pages. If you do not allow these cookies then some or all of these services may not function properly.

Always Active

201912_Unknowns

These are cookies identified as unknown as of 2019-12-18.



**GENESEE COUNTY ROAD COMMISSION
PURCHASING OFFICE**

June 8, 2020

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

Subject: 2020-2021 - Winter Season—Item #32--Bulk Rock Salt

Mr. Andrew Harris:

This correspondence is to inform you that the Genesee County Road Commission Board of Commissioners approved the 2020-2021 Winter Season—Bulk Rock Salt Bid to the following company:

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

Due to the partnering/business relationship with the Genesee County Road Commission and the agencies that piggyback from our contract, Detroit Salt Company/CEO and the GCRC Purchasing negotiated the unit price of \$60.84/ton for the 2020-2021 Budget Year.

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

Your projected usage of Salt for the 2020-2021 Winter Season is **1,100 tons**.

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

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

Sincerely,

A handwritten signature in blue ink that reads "Stephanie Jaeger". The signature is written in a cursive, flowing style.

Stephanie Jaeger
Purchasing Administrator

8067 Miller Road



8067 Miller Road with Easement



Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
LOOMIS, KARL & SHARON & E	MOORE, STEVEN	100,000	07/24/2014	WD	ARMS-LENGTH	20140821006215		100.0
LOOMIS, KARL & SHARON	LOOMIS, KARL & SHARON & E	0	10/10/2012	QC	QUIT CLAIM	20121024008036		0.0
PROUSE, RUTH D	LOOMIS, KARL & SHARON	65,000	09/06/2012	WD	ARMS-LENGTH	20120920007318		100.0

Property Address: 8067 MILLER RD
 Class: RESIDENTIAL IMPRO Zoning: R-3 Building Permit(s) Date Number Status

School: SWARTZ CREEK
 P.R.E. 100% 07/24/2014

Owner's Name/Address: MOORE, STEVEN
 8067 MILLER RD
 SWARTZ CREEK MI 48473-1333
 MAP #: 2020 Est TCV 142,074 TCV/TFA: 67.91

X Improved Vacant Land Value Estimates for Land Table 03A.03A-S OF MILLER- FAIRCHILD TO MRSH

Public Improvements	Description	Frontage	Depth	Front	Depth	Rate	%Adj.	Reason	Value	
Dirt Road	\$300/FF	55.00	132.00	1.0000	0.9228	300	100		15,227	
Gravel Road	55 Actual Front Feet, 0.17 Total Acres								Total Est. Land Value =	15,227

Tax Description: W 55 FT OF LOT 2 BLK 1 AND W 55 FT OF LOT 4 BLK 1 VILLAGE OF SWARTZ CREEK SEC 2 T6N R5E

Comments/Influences



Topography of Site:
 Level: Rolling, Low, High
 Landscaped, Swamp, Wooded, Pond, Waterfront, Ravine, Wetland, Flood Plain

Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
2020	7,600	63,400	71,000			49,702C
2019	9,100	48,200	57,300			48,776C
2018	5,400	48,400	53,800			47,633C
2017	4,800	48,500	53,300			46,654C

The Equalizer. Copyright (c) 1999 - 2009. Licensed To: City of Swartz Creek, County of Genesee, Michigan

*** Information herein deemed reliable but not guaranteed***

Building Type		(3) Roof (cont.)		(11) Heating/Cooling			(15) Built-ins			(15) Fireplaces			(16) Porches/Decks		(17) Garage	
X	Single Family Mobile Home Town Home Duplex A-Frame		Eavestrough Insulation 0 Front Overhang 0 Other Overhang	X	Gas Wood	Oil Coal	Elec. Steam	Appliance Allow. Cook Top Dishwasher Garbage Disposal Bath Heater Vent Fan Hot Tub Unvented Hood Vented Hood Intercom Jacuzzi Tub Jacuzzi repl.Tub Oven Microwave Standard Range Self Clean Range Sauna Trash Compactor Central Vacuum Security System		Interior 1 Story Interior 2 Story 2nd/Same Stack Two Sided Exterior 1 Story Exterior 2 Story Prefab 1 Story Prefab 2 Story Heat Circulator Raised Hearth Wood Stove Direct-Vented Ga	Area 136	Type CGEP (1 Story) 28 CCP (1 Story)	Year Built: Car Capacity: Class: C Exterior: Siding Brick Ven.: 0 Stone Ven.: 0 Common Wall: Detache Foundation: 42 Inch Finished?: Auto. Doors: 0 Mech. Doors: 0 Area: 528 % Good: 0 Storage Area: 0 No Conc. Floor: 0			
X	Wood Frame		(4) Interior Drywall Paneled	X	Forced Air w/o Ducts Forced Air w/ Ducts Forced Hot Water Electric Baseboard Elec. Ceil. Radiant Radiant (in-floor) Electric Wall Heat Space Heater Wall/Floor Furnace Forced Heat & Cool Heat Pump No Heating/Cooling											
Building Style: 2 STORY		Trim & Decoration														
Yr Built 1917	Remodeled 0	Ex	X Ord	Min	Size of Closets											
Condition: Good		Lg	X Ord	Small	Doors											
Room List		(5) Floors														
	Basement 1st Floor 2nd Floor Bedrooms	Kitchen: Other: Other:					(12) Electric									
		0 Amps Service														
(1) Exterior		(6) Ceilings		No./Qual. of Fixtures			Cost Est. for Res. Bldg: 1 Single Family 2 STORY			Cls C			Blt 1917			
X	Wood/Shingle Aluminum/Vinyl Brick			Ex. X Ord. Min			(11) Heating System: Forced Hot Water									
Insulation				No. of Elec. Outlets			Ground Area = 980 SF Floor Area = 2092 SF.									
(2) Windows				Many X Ave. Few			Phy/Ab.Phy/Func/Econ/Comb. % Good=65/100/100/100/65									
X	Many Avg. X Few	Large Avg. Small		(7) Excavation			Building Areas									
				Basement: 980 S.F. Crawl: 0 S.F. Slab: 0 S.F. Height to Joists: 0.0			Stories Exterior Foundation Size Cost New Depr. Cost									
				(8) Basement			2 Story Brick Basement 980									
				Conc. Block Poured Conc. Stone Treated Wood Concrete Floor			1 Story Siding Overhang 132									
				(9) Basement Finish			Total: 216,619 140,802									
				Recreation SF Living SF Walkout Doors No Floor SF			Other Additions/Adjustments									
							Plumbing									
							2 Fixture Bath									
							Solar Water Heat									
							No Plumbing									
							Extra Toilet									
							Extra Sink									
							Separate Shower									
							Ceramic Tile Floor									
							Ceramic Tile Wains									
							Ceramic Tub Alcove									
							Vent Fan									
							(14) Water/Sewer									
X	Gable Hip Flat	Gambrel Mansard Shed		(10) Floor Support			Notes:									
X	Asphalt Shingle			Joists: Unsupported Len: Cntr.Sup:			1 Public Water									
Chimney: Brick							1 Public Sewer									
							Water Well									
							1000 Gal Septic									
							2000 Gal Septic									
							Lump Sum Items:									

*** Information herein deemed reliable but not guaranteed***

John "Biff" Snyder & Associates
1327 E Main St
Flushing, MI 48433
810-234-8007

May 13, 2020

City of Swartz Creek
Adam Zettel

RE: Property: 8067 Miller Rd
Swartz Creek, MI 48473
Owner
File No: 20-028

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached. This is an exterior only inspection.

The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you. Covid comments are attached.

Appraisers are required to be licensed/certified by the State of Michigan, Department of Licensing and Regulatory Affairs, P.O. Box 30018, Lansing, MI 48909.

Sincerely



John "Biff" Snyder SRA
CG# 1201001430 MI

John Biff' Snyder & Associates



Appraisal Report:

5/13/2020

Located at

8067 Miller Rd
W 55' of Lt2Blk1 and W 55 ft of Lot 4 Blk 1 Village of Swartz Creek
Swartz Creek, MI 48473

Intended User:

City of Swartz Creek

Appraisal for Market Value

Letter of Transmittal 1

GP Residential 2

Building Sketch 5

Additional Comparables 4-6 6

Location Map 7

Subject Photos 8

Subject Photos 9

Interior Photos 10

Interior Photos 11

Comparable Photos 1-3 12

Comparable Photos 4-6 13

USPAP Identification 14

FIRREA/USPAP Addendum 15

AI Certifications & Limiting Conditions - Residential 16

License 18

E & O 19

Stats - Page 1 20

Stats - Page 2 21

Stats - Page 3 22

Stats - Page 4 23

RESIDENTIAL APPRAISAL REPORT

File No.: 20-028

SUBJECT	Property Address: 8067 Miller Rd	City: Swartz Creek	State: MI	Zip Code: 48473
	County: Genesee	Legal Description: W 55'of Lt2Blk1and W 55 ft of Lot 4 Blk 1 Village of Swartz Creek		
	Assessor's Parcel #: 5802529021			
	Tax Year: 2019	R.E. Taxes: \$ 2,326	Special Assessments: \$.31	Borrower (if applicable):
	Current Owner of Record: Steven Moore	Occupant: <input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<input type="checkbox"/> Vacant

ASSIGNMENT	The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe)
	This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective
	Approaches developed for this appraisal: <input checked="" type="checkbox"/> Sales Comparison Approach <input type="checkbox"/> Cost Approach <input type="checkbox"/> Income Approach (See Reconciliation Comments and Scope of Work)
	Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)
	Intended Use: <u>Market Value for Sale Price.</u>

MARKET AREA DESCRIPTION	Location: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	<table border="1"> <tr> <th colspan="2">Predominant Occupancy</th> <th colspan="2">One-Unit Housing</th> <th colspan="2">Present Land Use</th> <th colspan="2">Change in Land Use</th> </tr> <tr> <td><input checked="" type="checkbox"/> Owner</td> <td>PRICE</td> <td>AGE</td> <td>One-Unit</td> <td>56 %</td> <td><input checked="" type="checkbox"/> Not Likely</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Tenant</td> <td>\$(000)</td> <td>(yrs)</td> <td>2-4 Unit</td> <td>2 %</td> <td><input type="checkbox"/> Likely *</td> <td><input type="checkbox"/> In Process *</td> </tr> <tr> <td><input checked="" type="checkbox"/> Vacant (0-5%)</td> <td>90 Low 40</td> <td></td> <td>Multi-Unit</td> <td>2 %</td> <td colspan="2">* To: _____</td> </tr> <tr> <td><input type="checkbox"/> Vacant (>5%)</td> <td>200 High 140</td> <td></td> <td>Comm'l</td> <td>40 %</td> <td colspan="2"></td> </tr> <tr> <td></td> <td>150 Pred 100</td> <td></td> <td></td> <td>%</td> <td colspan="2"></td> </tr> </table>	Predominant Occupancy		One-Unit Housing		Present Land Use		Change in Land Use		<input checked="" type="checkbox"/> Owner	PRICE	AGE	One-Unit	56 %	<input checked="" type="checkbox"/> Not Likely		<input type="checkbox"/> Tenant	\$(000)	(yrs)	2-4 Unit	2 %	<input type="checkbox"/> Likely *	<input type="checkbox"/> In Process *	<input checked="" type="checkbox"/> Vacant (0-5%)	90 Low 40		Multi-Unit	2 %	* To: _____		<input type="checkbox"/> Vacant (>5%)	200 High 140		Comm'l	40 %				150 Pred 100			%		
	Predominant Occupancy		One-Unit Housing		Present Land Use		Change in Land Use																																						
	<input checked="" type="checkbox"/> Owner		PRICE	AGE	One-Unit	56 %	<input checked="" type="checkbox"/> Not Likely																																						
	<input type="checkbox"/> Tenant		\$(000)	(yrs)	2-4 Unit	2 %	<input type="checkbox"/> Likely *	<input type="checkbox"/> In Process *																																					
	<input checked="" type="checkbox"/> Vacant (0-5%)		90 Low 40		Multi-Unit	2 %	* To: _____																																						
<input type="checkbox"/> Vacant (>5%)	200 High 140		Comm'l	40 %																																									
	150 Pred 100			%																																									
Built up: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%																																													
Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow																																													
Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining																																													
Demand/supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply																																													

Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): Site is at corner of Miller and Hayes in City of Swartz Creek. This is a heavier than typical traffic artery for single family use. Commercial property, retail office etc are along this corridor. City offices are nearby. Predominately older housing that has been updated along this corridor and neighborhood. I-69 is nearby off Morrish Road that provides access to employment centers and universities in downtown Flint.

SITE DESCRIPTION	Dimensions: 55 x 132	Site Area: 7,260 Sq.Ft.	
	Zoning Classification: R-3	Description: Downtown Residential	
	Zoning Compliance: <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (grandfathered) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning		
	Are CC&Rs applicable? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown	Have the documents been reviewed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Ground Rent (if applicable) \$ /
	Highest & Best Use as improved: <input checked="" type="checkbox"/> Present use, or <input type="checkbox"/> Other use (explain)	Residential site Long history of residential use and is HB use.	

DESCRIPTION OF THE IMPROVEMENTS	Actual Use as of Effective Date: <u>residential</u>	Use as appraised in this report: <u>single family/ag residential type</u>																																																													
	Summary of Highest & Best Use: <u>Single Family Residential. Meets criteria for highest and best use vacant and improved. Long history as single family residential use.</u>																																																														
	<table border="1"> <tr> <th>Utilities</th> <th>Public</th> <th>Other</th> <th>Provider/Description</th> <th>Off-site Improvements</th> <th>Type</th> <th>Public</th> <th>Private</th> <th>Topography</th> <th>level</th> </tr> <tr> <td>Electricity</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>ce</td> <td>Street</td> <td>Paved</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Size</td> <td>city lot</td> </tr> <tr> <td>Gas</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>ce</td> <td>Curb/Gutter</td> <td>yes</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Shape</td> <td>Rectangular</td> </tr> <tr> <td>Water</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>public</td> <td>Sidewalk</td> <td>yes</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Drainage</td> <td>appears adequate</td> </tr> <tr> <td>Sanitary Sewer</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>public</td> <td>Street Lights</td> <td>yes</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>View</td> <td>commercial/traffic</td> </tr> <tr> <td>Storm Sewer</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>public</td> <td>Alley</td> <td>yes, off rear</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Other</td> <td>high traffic area</td> </tr> </table>	Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Topography	level	Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ce	Street	Paved	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Size	city lot	Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ce	Curb/Gutter	yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shape	Rectangular	Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	public	Sidewalk	yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Drainage	appears adequate	Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	public	Street Lights	yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	View	commercial/traffic	Storm Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	public	Alley	yes, off rear	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other	high traffic area		
	Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Topography	level																																																					
	Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ce	Street	Paved	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Size	city lot																																																					
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ce	Curb/Gutter	yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shape	Rectangular																																																						
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	public	Sidewalk	yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Drainage	appears adequate																																																						
Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	public	Street Lights	yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	View	commercial/traffic																																																						
Storm Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	public	Alley	yes, off rear	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other	high traffic area																																																						
Other site elements: <input type="checkbox"/> Inside Lot <input checked="" type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac <input type="checkbox"/> Underground Utilities <input type="checkbox"/> Other (describe)																																																															
FEMA Spec'l Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Flood Zone X	FEMA Map # 26049C0279D	FEMA Map Date 09/25/2009																																																													

DESCRIPTION OF THE IMPROVEMENTS	<table border="1"> <tr> <th>General Description</th> <th>Exterior Description</th> <th>Foundation</th> <th>Basement</th> <th>Heating</th> </tr> <tr> <td># of Units <u>1</u> <input type="checkbox"/> Acc.Unit</td> <td>Foundation <u>cblk</u></td> <td>Slab <u>n/a</u></td> <td>Area Sq. Ft. <u>980</u></td> <td>HWBB</td> </tr> <tr> <td># of Stories <u>2</u></td> <td>Exterior Walls <u>brick</u></td> <td>Crawl Space <u>n/a</u></td> <td>% Finished <u>0</u></td> <td>Type <u>HW</u></td> </tr> <tr> <td>Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/></td> <td>Roof Surface <u>Asph/Shingle/avg</u></td> <td>Basement <u>Full</u></td> <td>Ceiling <u>0</u></td> <td>Fuel <u>Gas</u></td> </tr> <tr> <td>Design (Style) <u>colonial</u></td> <td>Gutters & Dwnspnts. <u>yes/avg</u></td> <td>Sump Pump <input type="checkbox"/></td> <td>Walls <u>0</u></td> <td>Cooling <u>n/a</u></td> </tr> </table>	General Description	Exterior Description	Foundation	Basement	Heating	# of Units <u>1</u> <input type="checkbox"/> Acc.Unit	Foundation <u>cblk</u>	Slab <u>n/a</u>	Area Sq. Ft. <u>980</u>	HWBB	# of Stories <u>2</u>	Exterior Walls <u>brick</u>	Crawl Space <u>n/a</u>	% Finished <u>0</u>	Type <u>HW</u>	Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/>	Roof Surface <u>Asph/Shingle/avg</u>	Basement <u>Full</u>	Ceiling <u>0</u>	Fuel <u>Gas</u>	Design (Style) <u>colonial</u>	Gutters & Dwnspnts. <u>yes/avg</u>	Sump Pump <input type="checkbox"/>	Walls <u>0</u>	Cooling <u>n/a</u>				
	General Description	Exterior Description	Foundation	Basement	Heating																									
	# of Units <u>1</u> <input type="checkbox"/> Acc.Unit	Foundation <u>cblk</u>	Slab <u>n/a</u>	Area Sq. Ft. <u>980</u>	HWBB																									
	# of Stories <u>2</u>	Exterior Walls <u>brick</u>	Crawl Space <u>n/a</u>	% Finished <u>0</u>	Type <u>HW</u>																									
	Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/>	Roof Surface <u>Asph/Shingle/avg</u>	Basement <u>Full</u>	Ceiling <u>0</u>	Fuel <u>Gas</u>																									
Design (Style) <u>colonial</u>	Gutters & Dwnspnts. <u>yes/avg</u>	Sump Pump <input type="checkbox"/>	Walls <u>0</u>	Cooling <u>n/a</u>																										
<table border="1"> <tr> <th>Interior Description</th> <th>Appliances</th> <th>Attic</th> <th>Amenities</th> <th>Car Storage</th> </tr> <tr> <td>Floors <u>HwdCpt/Good</u></td> <td>Refrigerator <input type="checkbox"/></td> <td>Attic <input type="checkbox"/> None</td> <td>Fireplace(s) # <u>0</u></td> <td>Garage # of cars (<u>5</u> Tot.)</td> </tr> <tr> <td>Walls <u>Plaster/Painted/Goo</u></td> <td>Range/Oven <input type="checkbox"/></td> <td>Stairs <input type="checkbox"/></td> <td>Woodstove(s) # _____</td> <td>Attach. <u>1</u> plus storage</td> </tr> <tr> <td>Trim/Finish <u>Wood/Good</u></td> <td>Disposal <input type="checkbox"/></td> <td>Drop Stair <input checked="" type="checkbox"/></td> <td>Deck _____</td> <td>Detach. _____</td> </tr> <tr> <td>Bath Floor <u>Vyl/tile/avg</u></td> <td>Dishwasher <input type="checkbox"/></td> <td>Scuttle <input type="checkbox"/></td> <td>Porch _____</td> <td>Blt.-In _____</td> </tr> </table>	Interior Description	Appliances	Attic	Amenities	Car Storage	Floors <u>HwdCpt/Good</u>	Refrigerator <input type="checkbox"/>	Attic <input type="checkbox"/> None	Fireplace(s) # <u>0</u>	Garage # of cars (<u>5</u> Tot.)	Walls <u>Plaster/Painted/Goo</u>	Range/Oven <input type="checkbox"/>	Stairs <input type="checkbox"/>	Woodstove(s) # _____	Attach. <u>1</u> plus storage	Trim/Finish <u>Wood/Good</u>	Disposal <input type="checkbox"/>	Drop Stair <input checked="" type="checkbox"/>	Deck _____	Detach. _____	Bath Floor <u>Vyl/tile/avg</u>	Dishwasher <input type="checkbox"/>	Scuttle <input type="checkbox"/>	Porch _____	Blt.-In _____					
Interior Description	Appliances	Attic	Amenities	Car Storage																										
Floors <u>HwdCpt/Good</u>	Refrigerator <input type="checkbox"/>	Attic <input type="checkbox"/> None	Fireplace(s) # <u>0</u>	Garage # of cars (<u>5</u> Tot.)																										
Walls <u>Plaster/Painted/Goo</u>	Range/Oven <input type="checkbox"/>	Stairs <input type="checkbox"/>	Woodstove(s) # _____	Attach. <u>1</u> plus storage																										
Trim/Finish <u>Wood/Good</u>	Disposal <input type="checkbox"/>	Drop Stair <input checked="" type="checkbox"/>	Deck _____	Detach. _____																										
Bath Floor <u>Vyl/tile/avg</u>	Dishwasher <input type="checkbox"/>	Scuttle <input type="checkbox"/>	Porch _____	Blt.-In _____																										
<table border="1"> <tr> <th>Actual Age (Yrs.)</th> <th>Effective Age (Yrs.)</th> <th>Finished area above grade contains:</th> </tr> <tr> <td><u>103</u></td> <td><u>25</u></td> <td><u>7</u> Rooms <u>4</u> Bedrooms <u>1.1</u> Bath(s) <u>2,092</u> Square Feet of Gross Living Area Above Grade</td> </tr> </table>	Actual Age (Yrs.)	Effective Age (Yrs.)	Finished area above grade contains:	<u>103</u>	<u>25</u>	<u>7</u> Rooms <u>4</u> Bedrooms <u>1.1</u> Bath(s) <u>2,092</u> Square Feet of Gross Living Area Above Grade																								
Actual Age (Yrs.)	Effective Age (Yrs.)	Finished area above grade contains:																												
<u>103</u>	<u>25</u>	<u>7</u> Rooms <u>4</u> Bedrooms <u>1.1</u> Bath(s) <u>2,092</u> Square Feet of Gross Living Area Above Grade																												
Additional features: <u>Original wood work finish throughout. Hardwood floors. Updated kitchen. Attic storage. Exterior has good masonry design for this age.</u>																														
Describe the condition of the property (including physical, functional and external obsolescence): <u>Exterior only inspection. Photos per owner. Appears that there has been updates to mechanical systems, kitchen and decor and possibly refinished hardwood floors. Interior wood trim is original and appears to be restored. Attic is floored and provides storage. This custom house was constructed originally by former lumber family. Note I made a deduction for the unfinished area in pictures sent by owner.</u>																														

RESIDENTIAL APPRAISAL REPORT

File No.: 20-028

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): MLS/Assr

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: <u>No 3 year sales history.</u>
Date:	
Price:	
Source(s):	
2nd Prior Subject Sale/Transfer	
Date:	
Price:	
Source(s):	

SALES COMPARISON APPROACH TO VALUE (if developed) The Sales Comparison Approach was not developed for this appraisal.

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	8067 Miller Rd Swartz Creek, MI 48473	4453 Morrish Rd Swartz Creek, MI 48473		8056 Maple St Swartz Creek, MI 48473		8383 Miller Rd Swartz Creek, MI 48473	
Proximity to Subject		0.22 miles NE		0.32 miles S		0.60 miles W	
Sale Price	\$	\$ 134,900		\$ 129,900		\$ 161,000	
Sale Price/GLA	\$ /sq.ft.	\$ 81.12/sq.ft.		\$ 75.88/sq.ft.		\$ 78.38/sq.ft.	
Data Source(s)	Inspection	MLS#30785089; DOM		MLS#21621855; DOM 121		MLS#31397671; DOM 73	
Verification Source(s)	MLS/Assr	MLS/Assr		MLS/Assr		MLS/Assr	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.
Sales or Financing Concessions		pending	-5,000	ArmsLgth;Conv No Costs		ArmsLgth;FHA No Costs	
Date of Sale/Time		03/20		10-19		01/20	
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	Swartz Creek/trfftc	Swartz Creek/trfftc		Swartz Creek/resid	-5,000	Swartz Creek/trfftc	
Site	7,260 Sq.Ft.	18810 sf	-7,500	20037 sf	-8,500	18000	-7,500
View	commercial/traffic	Residential/comm		Residential		resid/commercial	
Design (Style)	colonial	colonial		colonial		colonial	
Quality of Construction	Good/brick	Good/alum	+5,000	Good/alum	+5,000	Good/alum	+5,000
Age	103	80		140		49	
Condition	Good Updated/unfi	Good Updated	-2,500	Good Updated	-2,500	Good Updated	-2,500
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
Room Count	7 4 1.1	7 3 1.1		7 4 1.1		8 4 2	-1,000
Gross Living Area	2,092 sq.ft.	1,663 sq.ft.	+17,200	1,712 sq.ft.	+15,200	2,054 sq.ft.	+1,500
Basement & Finished Rooms Below Grade	Full unfin	Full unfin		Full unfin		Full/part finish	-4,000
Functional Utility	Typical for Age	Typical for Age		Typical for Age		Typical for Age	
Heating/Cooling	HW	FWA/CA	0	FWA/CA	0	FWA/CA	0
Energy Efficient Items	Typical for age	Typical for age		Typical for age		Typical for age	
Garage/Carport	D-1 + storage	None	+10,000	None	+10,000	2 Cr Att Gr	-2,000
Porch/Patio/Deck	CP	porch/deck	-1,000	CP		porch/deck	-1,000
fence	yes	no	+2,000	yes		yes	
attic storage	yes	no	+2,000	no	+2,000	no	+2,000
FP	no	no		no		1 FP	-2,500
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 20,200	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 16,200	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -12,000
Adjusted Sale Price of Comparables			\$ 155,100		\$ 146,100		\$ 149,000

Summary of Sales Comparison Approach Comp #3 sold 4/23/2019 at \$165,000 by WD

The adjusted market range is \$ 146,100 to \$ 155,100 using all of the sales comparables.

Adjustments for differences in lot size made on a per lot basis depending upon size and features.

All of the comparables are arms length transactions.

RESIDENTIAL APPRAISAL REPORT

File No.: 20-028

COST APPROACH TO VALUE (if developed) The Cost Approach was not developed for this appraisal.
 Provide adequate information for replication of the following cost figures and calculations.
 Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value): n/a due to age and exterior only.

COST APPROACH	ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE = \$		
	Source of cost data:	DWELLING	Sq.Ft. @ \$ = \$
	Quality rating from cost service: Effective date of cost data:		Sq.Ft. @ \$ = \$
	Comments on Cost Approach (gross living area calculations, depreciation, etc.): n/a age.		Sq.Ft. @ \$ = \$
			Sq.Ft. @ \$ = \$
			Sq.Ft. @ \$ = \$
			Sq.Ft. @ \$ = \$
			Sq.Ft. @ \$ = \$
		Garage/Carport	Sq.Ft. @ \$ = \$
		Total Estimate of Cost-New = \$		
	Less Physical	Functional	External	
	Depreciation = \$()			
	Depreciated Cost of Improvements = \$			
	"As-is" Value of Site Improvements = \$			
 = \$			
 = \$			
Estimated Remaining Economic Life (if required): 40 Years	INDICATED VALUE BY COST APPROACH = \$			


INCOME APPROACH TO VALUE (if developed) The Income Approach was not developed for this appraisal.
 Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ **Indicated Value by Income Approach**
 Summary of Income Approach (including support for market rent and GRM): Not applied as property is not typically an investment income property.

PROJECT INFORMATION FOR PUDs (if applicable) The Subject is part of a Planned Unit Development.
 Legal Name of Project:
 Describe common elements and recreational facilities:

Indicated Value by: Sales Comparison Approach \$ 150,000 Cost Approach (if developed) \$ Income Approach (if developed) \$
 Final Reconciliation The Sales Comparison used to solve the appraisal problem. Comparables used from local data bases. These are best available at this time. Consideration given in final estimate value for cost to finish walls.
 This appraisal is made "as is", subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair: Exterior inspection only. Subject to full interior inspection and that improvements and size, condition is are stated. If not value may be affected.
 This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.
Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 150,000, as of: 5/13/2020, which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

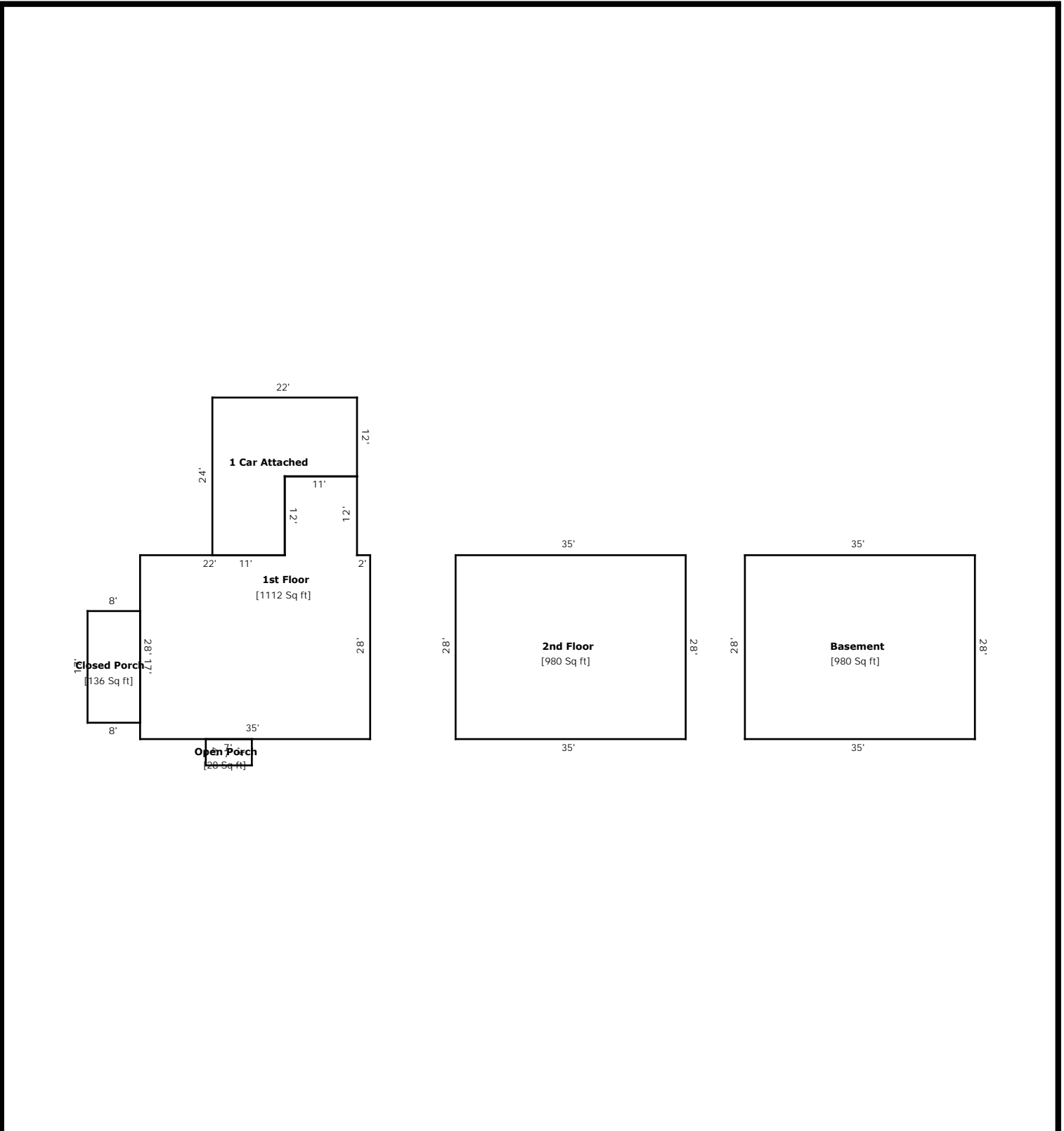
ATTACHMENTS
 A true and complete copy of this report contains 23 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.
 Attached Exhibits:
 Scope of Work Limiting Cond./Certifications Narrative Addendum Photograph Addenda Sketch Addendum
 Map Addenda Additional Sales Cost Addendum Flood Addendum Manuf. House Addendum
 Hypothetical Conditions Extraordinary Assumptions

Client Contact: _____ Client Name: City of Swartz Creek/Adam Zettel
 E-Mail: _____ Address: _____

SIGNATURES	APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
		
	Appraiser Name: <u>John "Biff" Snyder SRA</u>	Supervisory or Co-Appraiser Name: _____
	Company: <u>John "Biff" Snyder & Associates</u>	Company: _____
	Phone: <u>810-234-8007</u> Fax: _____	Phone: _____ Fax: _____
	E-Mail: <u>jbsappraisal@gmail.com</u>	E-Mail: _____
	Date of Report (Signature): <u>05/13/2020</u>	Date of Report (Signature): _____
	License or Certification #: <u>CG#1201001430</u> State: <u>MI</u>	License or Certification #: _____ State: _____
	Designation: <u>SRA</u>	Designation: _____
	Expiration Date of License or Certification: <u>07/31/2021</u>	Expiration Date of License or Certification: _____
Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input checked="" type="checkbox"/> Exterior Only <input type="checkbox"/> None	Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None	
Date of Inspection: <u>5/13/2020</u>	Date of Inspection: <u>June 22, 2020</u>	

Building Sketch

Borrower			
Property Address 8067 Miller Rd			
City	Swartz Creek	County	Genesee
		State	MI
		Zip Code	48473
Lender/Client City of Swartz Creek			



TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area	Area	Calculation Details
1st Floor	1112 Sq ft	11 × 12 = 132 28 × 35 = 980
2nd Floor	980 Sq ft	35 × 28 = 980
Total Living Area (Rounded):		2092 Sq ft
Non-living Area		
Closed Porch	136 Sq ft	17 × 8 = 136
1 Car Attached	396 Sq ft	12 × 11 = 132 11 × 24 = 264
Open Porch	28 Sq ft	7 × 4 = 28
Basement	980 Sq ft	28 × 35 = 980

ADDITIONAL COMPARABLE SALES

File No.: 20-028

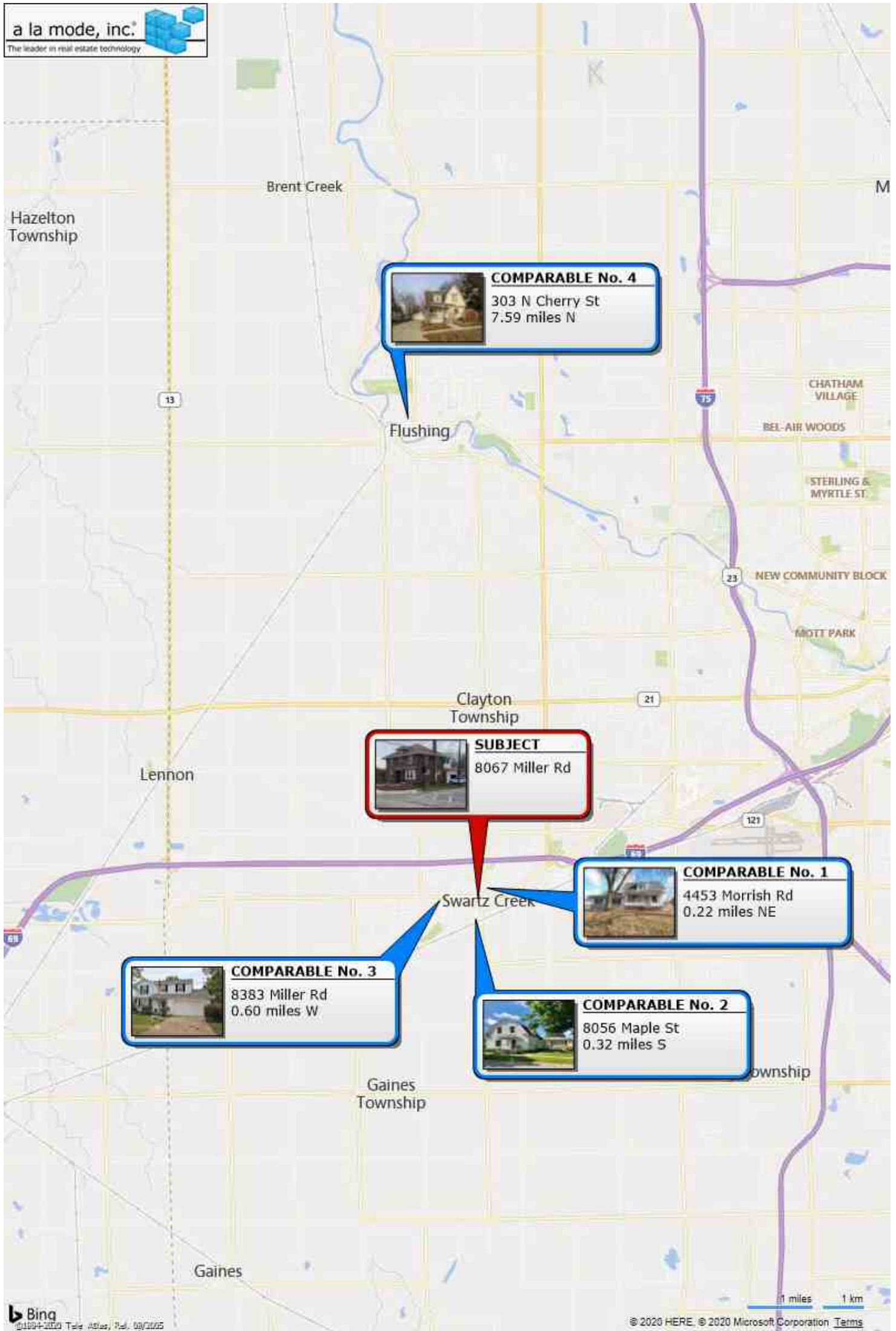
FEATURE	SUBJECT	COMPARABLE SALE # 4		COMPARABLE SALE # 5		COMPARABLE SALE # 6	
Address	8067 Miller Rd Swartz Creek, MI 48473	303 N Cherry St Flushing, MI 48433					
Proximity to Subject		7.59 miles N					
Sale Price	\$		\$ 169,900	\$		\$	
Sale Price/GLA	\$ /sq.ft.	\$ 77.72/sq.ft.		\$ /sq.ft.		\$ /sq.ft.	
Data Source(s)	Inspection	MLS#50008357; DOM 6					
Verification Source(s)	MLS/Assr	MLS/Assr		MLS/Assr		MLS/Assr	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.
Sales or Financing Concessions		pending	-5,000				
Date of Sale/Time		3/20					
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	Swartz Creek/trffic	Flushing/resid	-5,000				
Site	7,260 Sq.Ft.	12632	-5,000				
View	commercial/traffic	Residential/church					
Design (Style)	colonial	colonial					
Quality of Construction	Good/brick	Good/alum	+5,000				
Age	103	128					
Condition	Good Updated/unfi	Good Updated	-5,000				
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
Room Count	7 4 1.1	8 4 3	-4,000				
Gross Living Area	2,092 sq.ft.	2,186 sq.ft.	-3,800	sq.ft.		sq.ft.	
Basement & Finished Rooms Below Grade	Full unfin	Full unfin					
Functional Utility	Typical for Age	Typical for Age		Typical for Age		Typical for Age	
Heating/Cooling	HW	FWA/CA	0	FWA/CA		FWA/CA	
Energy Efficient Items	Typical for age	Typical for age		Typical for age		Typical for age	
Garage/Carport	D-1 + storage	D-2	-2,000				
Porch/Patio/Deck	CP	CP/lge deck	-5,000				
fence	yes	yes					
attic storage	yes	no	+4,000				
FP	no	1 FP	-2,500				
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -28,300	<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$
Adjusted Sale Price of Comparables			\$ 141,600		\$		\$

SALES COMPARISON APPROACH

Summary of Sales Comparison Approach Since there is limited data of older updated/restored sales in Swartz Creek I have included a similar type age condition house from Flushing as reference.

Location Map

Borrower				
Property Address 8067 Miller Rd				
City	Swartz Creek	County	Genesee	State MI Zip Code 48473
Lender/Client City of Swartz Creek				



Subject Photo Page

Borrower				
Property Address 8067 Miller Rd				
City	Swartz Creek	County Genesee	State MI	Zip Code 48473
Lender/Client City of Swartz Creek				



Subject Front

8067 Miller Rd
 Sales Price
 G.L.A. 2,092
 Tot. Rooms 7
 Tot. Bedrms. 4
 Tot. Bathrms. 1.1
 Location Swartz Creek/trffic
 View commercial/traffic
 Site 7,260 Sq.Ft.
 Quality Good/brick
 Age 103



Subject Rear

Subject Street

Subject Photo Page

Borrower				
Property Address 8067 Miller Rd				
City	Swartz Creek	County	Genesee	State MI Zip Code 48473
Lender/Client City of Swartz Creek				



Subject Side

8067 Miller Rd
 Sales Price
 G.L.A. 2,092
 Tot. Rooms 7
 Tot. Bedrms. 4
 Tot. Bathrms. 1.1
 Location Swartz Creek/trfffc
 View commercial/traffic
 Site 7,260 Sq.Ft.
 Quality Good/brick
 Age 103



unfinished liv room



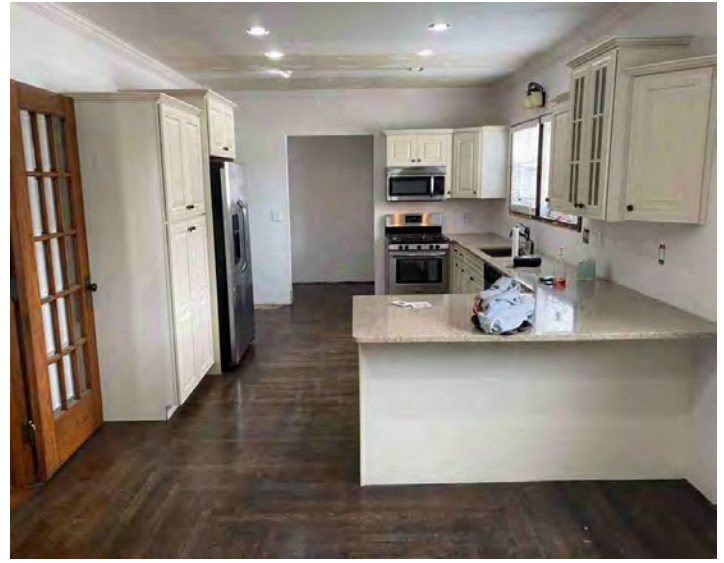
more of unfin liv rm

Interior Photos

Borrower					
Property Address	8067 Miller Rd				
City	Swartz Creek	County	Genesee	State	MI Zip Code 48473
Lender/Client	City of Swartz Creek				



Entry



Kitchen



Bedroom



Bedroom



City Council Packet

Bathroom

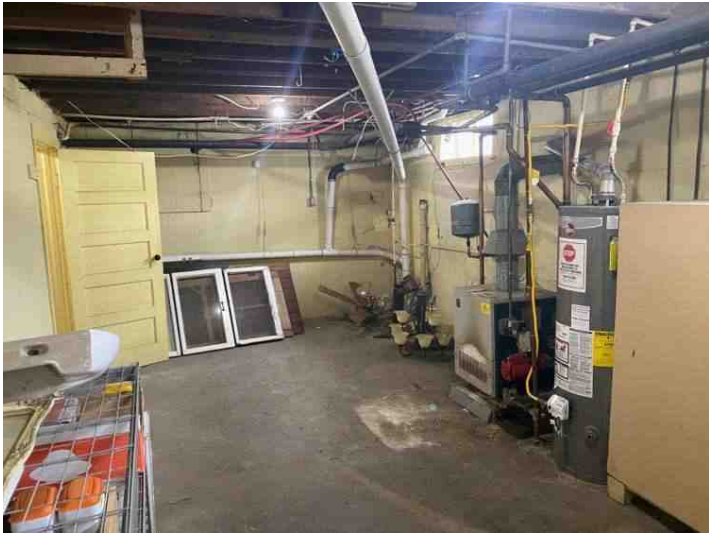


June 22, 2020

Upstairs

Interior Photos

Borrower				
Property Address 8067 Miller Rd				
City	Swartz Creek	County	Genesee	State MI Zip Code 48473
Lender/Client City of Swartz Creek				



basement and mechanicals



attic storage



bedroom

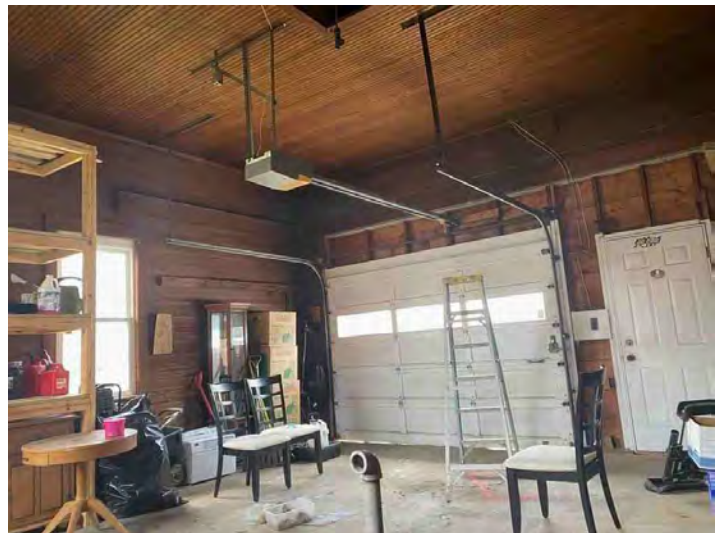


bedroom



City Council Packet

bedroom



June 22, 2020

garage interior

Comparable Photo Page

Borrower				
Property Address 8067 Miller Rd				
City	Swartz Creek	County	Genesee	State MI Zip Code 48473
Lender/Client City of Swartz Creek				



Comparable 1

4453 Morrish Rd
 Proximity 0.22 miles NE
 Sale Price 134,900
 GLA 1,663
 Total Rooms 7
 Total Bedrms 3
 Total Bathrms 1.1
 Location Swartz Creek/trffic
 View Residential/comm
 Site 18810 sf
 Quality Good/alum
 Age 80



Comparable 2

8056 Maple St
 Proximity 0.32 miles S
 Sale Price 129,900
 GLA 1,712
 Total Rooms 7
 Total Bedrms 4
 Total Bathrms 1.1
 Location Swartz Creek/resid
 View Residential
 Site 20037 sf
 Quality Good/alum
 Age 140



Comparable 3

8383 Miller Rd
 Proximity 0.60 miles W
 Sale Price 161,000
 GLA 2,054
 Total Rooms 8
 Total Bedrms 4
 Total Bathrms 2
 Location Swartz Creek/trffic
 View resid/commercial
 Site 18000
 Quality Good/alum
 Age 49

Comparable Photo Page

Borrower				
Property Address 8067 Miller Rd				
City	Swartz Creek	County	Genesee	State MI Zip Code 48473
Lender/Client City of Swartz Creek				



Comparable 4

303 N Cherry St
 Proximity 7.59 miles N
 Sale Price 169,900
 GLA 2,186
 Total Rooms 8
 Total Bedrms 4
 Total Bathrms 3
 Location Flushing/resid
 View Residential/church
 Site 12632
 Quality Good/alum
 Age 128

Comparable 5

Proximity
 Sale Price
 GLA
 Total Rooms
 Total Bedrms
 Total Bathrms
 Location
 View
 Site
 Quality
 Age

Comparable 6

Proximity
 Sale Price
 GLA
 Total Rooms
 Total Bedrms
 Total Bathrms
 Location
 View
 Site
 Quality
 Age

Borrower	File No. 20-028
Property Address 8067 Miller Rd	
City Swartz Creek	County Genesee State MI Zip Code 48473
Lender/Client City of Swartz Creek	

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time (USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 30 to 180 dom pre
convid.

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

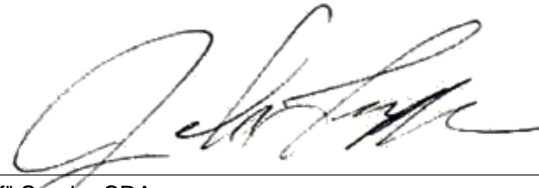
I have not performed any real estate service of this property in prior three years

Appraisers are required to be licensed/certified by the State of Michigan, Department of Licensing and Regulatory Affairs, P.O. Box 30018, Lansing, MI 48909.

No personal property included.

The global outbreak of a "novel coronavirus" known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of any unforeseen event, subsequent to the effective date of the appraisal.

APPRAISER:

Signature: 
 Name: John "Biff" Snyder SRA
 SRA
 State Certification #: CG#1201001430
 or State License #: _____
 State: MI Expiration Date of Certification or License: 07/31/2021
 Date of Signature and Report: 05/13/2020
 Effective Date of Appraisal: 5/13/2020
 Inspection of Subject: None Interior and Exterior Exterior-Only
 Date of Inspection (if applicable): 5/13/2020

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
 Name: _____
 State Certification #: _____
 or State License #: _____
 State: _____ Expiration Date of Certification or License: _____
 Date of Signature: _____
 Inspection of Subject: None Interior and Exterior Exterior-Only
 Date of Inspection (if applicable): _____

FIRREA / USPAP ADDENDUM

Borrower _____ File No. 20-028

Property Address 8067 Miller Rd

City Swartz Creek County Genesee State MI Zip Code 48473

Lender/Client City of Swartz Creek

Purpose

Estimate market Value for most probable sales price.

Scope of Work

The appraisal used the Sales Comparison Approach exterior only inspection extraordinary assumption improvements are in good condition.

Intended Use / Intended User

Intended Use: Market Value for Sales Price and help City determine offering price.

Intended User(s): City of Swartz Creek.

History of Property

Current listing information: None.

Prior sale: not applicable

Exposure Time / Marketing Time

As stated most properties in this area have DOM of 30 to 150 days if priced and marketed properly. This was pre Covit -19. It is unknown where marketing will be.

Personal (non-realty) Transfers

n/a.

Additional Comments

I have performed any real estate service of this property in prior three years.

Appraisers are required to be licensed/certified by the State of Michigan, Department of Licensing and Regulatory Affairs, P.O. Box 30018, Lansing, MI 48909.

No personal property included.

Certification Supplement

- 1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.
- 2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

Appraiser: John "Biff" Snyder SRA
 Signed Date: 05/13/2020
 Certification or License #: CG#1201001430
 Certification or License State: MI Expires: 07/31/2021
 Effective Date of Appraisal: 5/13/2020

Supervisory Appraiser: _____
 Signed Date: _____
 Certification or License #: _____
 Certification or License State: _____ Expires: June 22, 2020
 Inspection of Subject: Did Not Exterior Only Interior and Exterior

Client:	City of Swartz Creek/Adam Zettel	Client File #:	
Subject Property:	8067 Miller Rd, Swartz Creek, MI 48473	Appraisal File #:	20-028

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and limiting conditions:

- This report is prepared using forms developed and copyrighted by the Appraisal Institute. However, the content, analyses, and opinions set forth in this report are the sole product of the appraiser. The Appraisal Institute is not liable for any of the content, analyses, or opinions set forth herein.
- No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, having responsible ownership and competent management.
- I have examined the property described herein exclusively for the purposes of identification and description of the real property. The objective of our data collection is to develop an opinion of the highest and best use of the subject property and make meaningful comparisons in the valuation of the property. The appraiser's observations and reporting of the subject improvements are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes (unless otherwise specifically stated) that the subject is structurally sound and all components are in working condition.
- I will not be required to give testimony or appear in court because of having made an appraisal of the property in question, unless specific arrangements to do so have been made in advance, or as otherwise required by law.
- I have noted in this appraisal report any significant adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) discovered during the data collection process in performing the appraisal. Unless otherwise stated in this appraisal report, we have no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and have assumed that there are no such conditions and make no guarantees or warranties, express or implied. We will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because I am not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable public and/or private sources that I believe to be true and correct.
- I will not disclose the contents of this appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and/or applicable federal, state or local laws.
- The Client is the party or parties who engage an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identified them at the time of the assignment. The appraisers written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
- A true and complete copy of this report contains ____ pages including exhibits which are considered an integral part of the report. The appraisal report may not be properly understood without access to the entire report.
- If this valuation conclusion is subject to satisfactory completion, repairs, or alterations, it is assumed that the improvements will be completed competently and without significant deviation.

VALUE DEFINITION

- Market Value Definition (below) Alternate Value Definition (attached)

MARKET VALUE is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Appraisal Institute Dictionary of Real Estate Appraisal

* NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the date of the appraisal, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute plays no role in completing the form and disclaims any responsibility for the data, analysis or any other work product provided by the individual appraiser(s).

Client:	City of Swartz Creek/Adam Zettel	Client File #:	
Subject Property:	8067 Miller Rd, Swartz Creek, MI 48473	Appraisal File #:	20-028

APPRAISER CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions, and conclusions.
- I have no present (unless specified below) or prospective interest in the property that is the subject of this report, and I have no (unless specified below) personal interest with respect to the parties involved.
- I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon the developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the use of this appraisal.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Individuals who have provided significant real property appraisal assistance are named below. The specific tasks performed by those named are outlined in the Scope of Work section of this report.

None Name(s) _____

As previously identified in the scope of work section of this report, the signer(s) of this report certify to the inspection of the property that is the subject of this report as:

Appraiser None Interior Exterior

Co-Appraiser None Interior Exterior

The global outbreak of a "novel coronavirus" known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of any unforeseen event, subsequent to the effective date of the appraisal. With the permission of the Appraisal Institute, appraisers are referred to Appraisal Institute Guide Note 10 (Development of an Opinion of Market Value in the Aftermath of a Disaster) and Guide Note 12 (Analyzing Market Trends) for further guidance and assistance.

ADDITIONAL CERTIFICATION FOR APPRAISAL INSTITUTE MEMBERS

Appraisal Institute Member Certify:

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Designated Appraisal Institute Member Certify:

- As of the date of this report, I have / have not completed the continuing education program of the Appraisal Institute.

Designated Appraisal Institute Member Certify:

- As of the date of this report, I have / have not completed the continuing education program of the Appraisal Institute.

APPRAISER:

Signature _____

Name John "Biff" Snyder SRA Report Date 05/13/2020

State Certification # CG#1201001430 ST MI

or License # _____ ST _____

Expiration Date 07/31/2021

CO-APPRAISER:

Signature _____

Name _____ Report Date _____

State Certification # _____ ST _____

or License # _____ ST _____

Expiration Date _____

* NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the date of the report, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute plays no role in completing the form and disclaims any responsibility for the data, analysis or any other work product provided by the individual appraiser(s).

License

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

N999945

CERTIFIED GENERAL APPRAISER
LICENSE

JOHN PHILLIP SNYDER, IV

LICENSE NO.
1201001430

EXPIRATION DATE
07/31/2021

AUDIT NO
3423345

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



LIA Administrators & Insurance Services



**APPRAISAL AND VALUATION
PROFESSIONAL LIABILITY INSURANCE POLICY**

DECLARATIONS

ASPEN AMERICAN INSURANCE COMPANY
(A stock insurance company herein called the "Company")
175 Capitol Blvd, Suite 100
Rocky Hill, CT 06067

Date Issued	Policy Number	Previous Policy Number
10/29/2019	AAI003792-05	AAI003792-04

THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE, FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY.

Item

<p>1. Customer ID: 126836 Named Insured: SNYDER, JOHN 'BIFF' & ASSOCIATES JPSIV, LLC John P. Snyder, IV 1327 E. Main Flushing, MI 48433</p>	
<p>2. Policy Period: From: 11/07/2019 To: 11/07/2020 12:01 A.M. Standard Time at the address stated in 1 above.</p>	
<p>3. Deductible: \$1,000 Each Claim</p>	
<p>4. Retroactive Date: 10/21/1998</p>	
<p>5. Inception Date: 11/07/2015</p>	
<p>6. Limits of Liability: A. \$1,000,000 Each Claim B. \$1,000,000 Aggregate</p>	
<p>7. Mail all notices, including notice of Claim, to: LIA Administrators & Insurance Services 1600 Anacapa Street Santa Barbara, California 93101 (800) 334-0652; Fax: (805) 962-0652</p>	
<p>8. Annual Premium: \$2,000.00</p>	
<p>9. Forms attached at issue: LIA002 (12/14) LIA MI (11/14) LIA MI NOT (11/14) LIA012 (12/14) LIA013 (10/14) LIA018 (10/14) LIA023 (10/14) LIA122 (10/14) LIA140 (10/14)</p>	

This Declarations Page, together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Policy shall constitute the contract between the Named Insured and the Company.

10/29/2019
Date
LIA-001 (12/14)

By 
Authorized Signature
Aspen American Insurance Company



G-4426 Fenton Rd.
Flint, MI 48507
Telephone (810)767-6330
Fax (810)234-9767

East Central Association of REALTORS®

Going over the statistics released from the East Central Association of REALTORS® for Genesee County on March 6, 2020 residential sales for February are up down 24.11 percent from the month of February last year. There were 365 residential homes reported sold in February of 2019 versus 277 sold in February of 2020.

The average sales price for February 2020 shows an increase of 4.45 percent compared to February of 2019, and is up from last month. The average sales price in February of last year was \$142,431.00 and this February was reported to be \$148,776.00. The total dollar volume sold YTD is \$89,381,253.

The number of listings activated in February is up 50 units from last month, and up 69 units (15.54 percent) from last year at the time.

The number of current active listings is down 84 units from last month, and down 15 units from last year (1.40percent).

The "Monthly Housing Statistics" published each month by the East Central Area Association of REALTORS® represents the housing activity in Genesee County.

**STATISTICAL HOUSING SALES DATA AS REPORTED THROUGH THE
MULTIPLE LISTING SERVICE OF THE EAST CENTRAL ASSOCIATION OF REALTORS® GENESEE COUNTY**

	SALES			AVE. PRICE			SALES YTD			AVE. PRICE YTD		
	2020	2019	%Change	2020	2019	%Change	2020	2019	%Change	2020	2019	%Change
January	310	296	4.73%	\$145,863.00	\$132,238.00	10.30%	310	296	4.73%	\$145,863.00	\$132,238.00	10.30%
February	277	365	-24.11%	\$148,776.00	\$142,431.00	4.45%	604	678	-10.91%	\$146,767.00	\$136,631.00	7.42%
March		442			\$145,038.00			1140			\$139,375.00	
April		449			\$149,317.00			1624			\$142,293.00	
May		540			\$162,485.00			2200			\$147,062.00	
June		545			\$161,498.00			2784			\$149,749.00	
July		527			\$168,317.00			3344			\$152,628.00	
August		547			\$167,688.00			3935			\$154,650.00	
September		467			\$167,448.00			4419			\$155,912.00	
October		491			\$160,859.00			4799			\$155,693.00	
November		423			\$160,657.00			5258			\$156,050.00	
December		403			\$153,418.00			5707			\$155,933.00	

Listings Activated

	2020	2019	% Change		2020	2019	% Change
Jan	463	550	-15.82%	Jul		724	
Feb	513	444	15.54%	Aug		848	
Mar		601		Sep		649	
Apr		747		Oct		699	
May		783		Nov		403	
Jun		855		Dec		348	

Active Listings

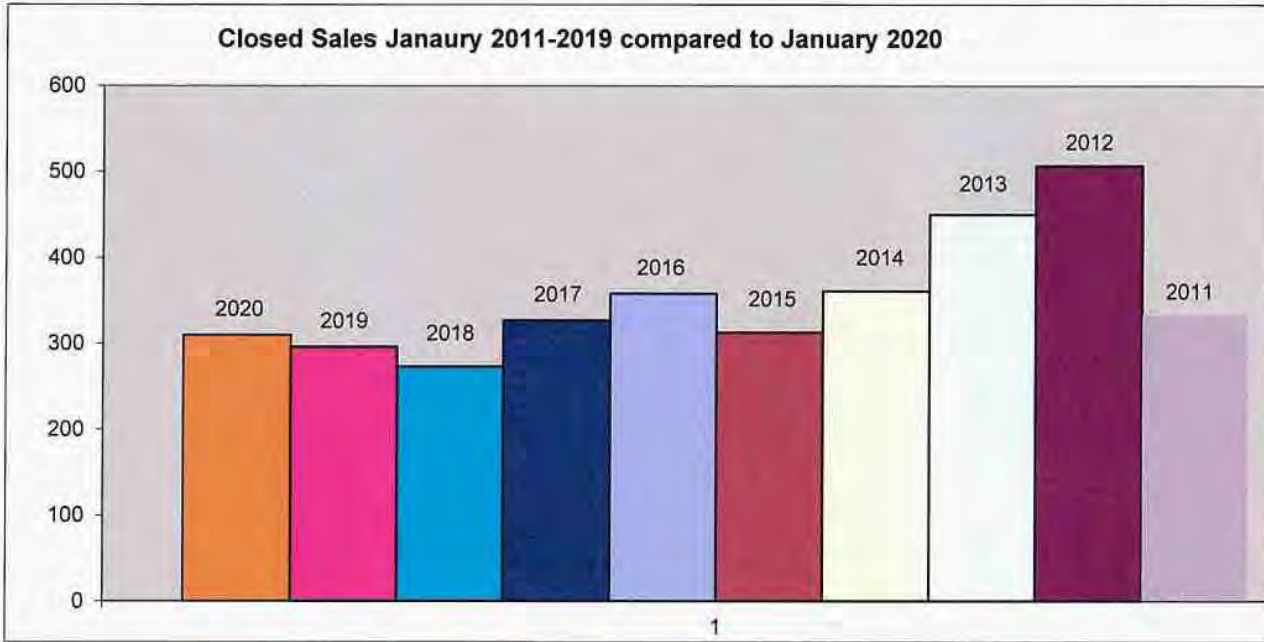
	2020	2019	% Change		2020	2019	% Change
Jan	1,138	1,143	-0.44%	Jul		1,354	
Feb	1,054	1,069	-1.40%	Aug		1,483	
Mar		1,039		Sep		1,439	
Apr		1,060		Oct		1,447	
May		1,178		Nov		1,309	
Jun		1,318		Dec		1,187	



MLS SALES REPORT FOR THE EAST CENTRAL ASSOCIATION OF REALTORS® GENESEE COUNTY

	February 2020		YTD 2020		February 2019		YTD 2019	
NEW LISTINGS								
Condo		58		97		40		75
Multi-Family		8		14		5		15
Residential		455		880		388		891
Vacant		81		176		74		131
Commercial		36		80		28		69
Total		638		1247		535		1181
SALES/AVG MKT DAYS								
Condo	30	75	60	71	29	92	54	80
Multi-Family	4	52	8	127	6	73	11	92
Residential	247	72	549	66	355	57	644	60
Vacant	11	153	26	156	17	159	34	211
Commercial	9	331	20	223	9	106	20	103
Total Sales	301		663		416		763	
VOLUME								
Condo	\$	4,008,300	\$	8,903,735	\$	3,861,500	\$	6,821,600
Multi-Family	\$	446,900	\$	1,245,300	\$	500,800	\$	971,600
Residential	\$	37,202,896	\$	80,477,518	\$	50,140,981	\$	87,763,653
Vacant	\$	738,047	\$	1,284,797	\$	653,907	\$	1,946,907
Commercial	\$	1,626,820	\$	3,114,920	\$	1,078,800	\$	2,827,317
Total	\$	44,022,963	\$	95,026,270	\$	56,235,988	\$	100,331,077
MEDIAN SALES PRICE								
Condo	\$	136,000	\$	158,700	\$	137,000	\$	121,500
Multi-Family	\$	74,950	\$	97,500	\$	80,000	\$	85,000
Residential	\$	140,999	\$	135,000	\$	133,000	\$	129,950
Vacant	\$	19,000	\$	22,450	\$	24,000	\$	42,500
Commercial	\$	150,000	\$	88,750	\$	40,000	\$	54,000
RESIDENTIAL AVG								
AVERAGE List Price	\$	154,672	\$	151,304	\$	145,114	\$	140,331
AVERAGE Sale Price	\$	150,619	\$	146,589	\$	141,242	\$	129,950

	CLOSED SALES GENESEE COUNTY									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
January	310	296	273	327	358	313	361	450	507	333
February	277	365	274	330	335	322	324	438	491	350
March		442	371	492	490	471	403	577	630	489
April		449	395	433	506	463	454	625	609	539
May		540	480	553	576	509	521	570	641	552
June		545	568	610	630	561	547	588	662	576
July		527	506	515	541	580	542	540	608	532
August		547	528	591	628	566	551	595	695	641
September		467	450	537	583	536	499	586	560	626
October		490	569	495	517	498	561	441	645	535
November		423	448	462	448	461	397	476	561	515
December		393	431	409	500	500	437	490	503	560
Totals	587	5484	5293	5754	6112	5780	5597	6376	7112	6248



Sargent's Title Company

625 S. Grand Traverse Street

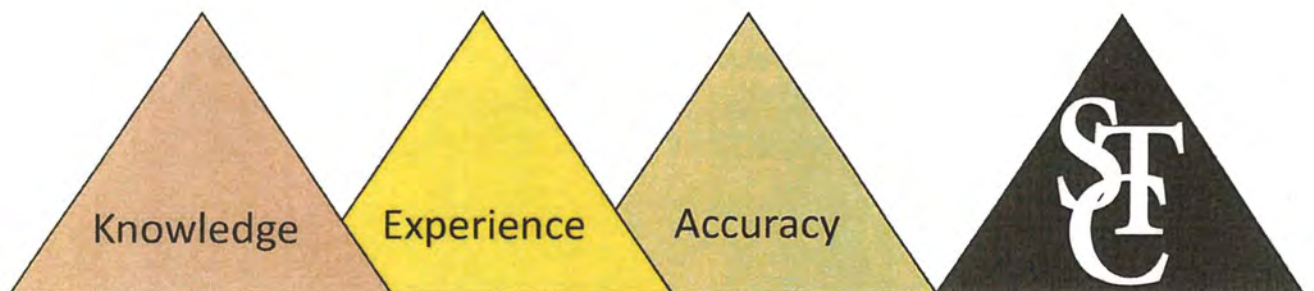
Flint, Michigan 48502

810.767.2355

sargentstitle.com

For Sale By Owner

Informational Packet



For Sale by Owner

Sargent's Title Company is an impartial third party who maintains the buyer's deposits, retains and prepares the legal documents for closing and closes the sale. We work directly with you, your buyer and other real estate professionals you may enlist during the process of selling your home. If you have decided to sell your home yourself, we are here to give you peace of mind through the closing process.

Sargent's Title Company will provide a Commitment of Title Insurance and provide escrow and closing services. This includes researching title requirements checking for outstanding liens, an encumbrance, an easement or any other issues that could prevent your title from being clear. The title insurance Commitment satisfies the seller's obligation to prove ownership in the property being sold. The price of title insurance is mandated by the State and is determined by the amount of the sale price of the property. *Check out our rate calculator to get an estimate.*

At the closing of the sale, any existing loans on the property will be paid off, the new loan will be signed if the transaction is financed, documents will be legally recorded and ownership will transfer to the buyer. **When opening an escrow account, the buyer's initial deposit and signed sales agreement are needed.** Your sales proceeds will be given to you at closing in the form of a check or wire transfer.

Let's Get Started:

Included in this packet are the following items:

- ▲ Sargent's Title For Sale by Owner Agreement
- ▲ For Sale by Owner Guidelines
- ▲ Typical Costs Associated with a Sale
- ▲ Sample Purchase Agreement (Buy/Sell Agreement)
- ▲ Sample Seller's Disclosure Statement
- ▲ Disclosure of Information and Acknowledgement Lead-Based Paint and/or Lead-Based Paint Hazards
- ▲ Brochure: Protect Your Family From Lead in Your Home

Need A Form? Several documents related to the sale of a home are available on our website: <http://www.sargentstitle.com/forms.cfm> . The forms are in PDF format and are provided to assist you in understanding the title process and in buying or selling your home. They can be downloaded and saved so you can complete on your computer. *Please seek the advice of a practicing real estate attorney if you need assistance in completing these documents.*

Please note: *While Sargent's Title Company is fully licensed and well respected in the title and escrow industry, Sargent's is not a licensed real estate agent or practicing real estate attorney and cannot act in these roles or provide advice in place of these professionals. We would be happy to refer you to one of these professionals at your request.*

Sargent's Title Company - For Sale By Owner Agreement

Sargent's Title Company will provide a Commitment of Title Insurance. Sargent's Title Company will research the title requirements, gather necessary information, order the required payoffs and prepare for closing. If items are present that Sargent's Title Company cannot clear, you will be notified immediately.

To take advantage of Sargent's Title Company services, fill out the required information below and submit this form to us along with the following items:

- ▲ Copy of the completely executed Purchase Agreement with complete legal description.
- ▲ Disclosure statements (optional)
- ▲ Earnest Money Addendum. Included as item #18 in sample Purchase Agreement.

Seller contact information:

Name Steven Boyd Moore Phone 1-(810)423-3764
 Address: 13523 State Rte 49, Ohio City, OH 45874
 Email Steven.Moore@Rumpke.com

Buyer contact information:

Name City of Swartz Creek Phone 810.635.4464
 Address: 8083 Civic Drive, Swartz Creek, MI 48473
 Email azettel@cityofswartzcreek.org

If new mortgage or assumption:

Lender Information:

Name _____ Phone _____
 Email _____

Any costs incurred as a result of Sargent's Title Company gathering the necessary information or documentation will be charged to the buyer/seller at closing. If the transaction does not close, a bill will be sent to me and I will be responsible for payment.

Fee Schedule

A \$200.00 non-refundable title research deposit is required when order is placed. *These funds will be applied towards closing costs.*

I agree to the terms set forth:

Seller: Steven Boyd Moore  Date: 6-15-2020
 Buyer: _____ Date: _____

For Sale by Owner Guidelines

The title research process begins when a fully signed contract (purchase agreement) is completed. After you have a purchaser (BUYER) the following steps need to be followed:

Purchase Agreement

- ▲ Needs to be fully executed along with a Sellers Disclosure Statement and Lead Base Paint Form. Sargent's recommends if there are any questions regarding the preparation of the Purchase Agreement, please seek legal advice.
- ▲ If property is not subdivided you need to check with your local municipality on the number of splits allowed. Once the number of splits has been determined you need to let Sargent's know how many splits are going to be allowed.

Financing

- ▲ Check with the buyer to see if they are approved for a mortgage. This is very important because, if the buyer is not approved they may not qualify for the purchase of your home.
- ▲ If the buyer is using a mortgage company, Sargent's will need certain lender information. For example, we will need the name, email, phone number, and address of the lending institution and loan originator. This information can be included on the For Sale By Owner Agreement.

Land Contract or Cash Sale

- ▲ If you have a land contract or a cash sale you need to find out if the buyer would like a stake or a boundary survey completed on the property. Sargent's can place the order for you.

Setting up Escrow

- ▲ Sargent's will hold deposit, if our Purchase Agreement is used. If not, an Escrow Agreement will be required.

Ordering Title Insurance

Please submit the following:

- ▲ Any Existing Title Insurance Policy for the property
- ▲ Complete legal description and address of the property. Legal description can be obtained from your Warranty Deed.
- ▲ Information as to any existing mortgages or liens on the property and completed authorization letters (a Mortgage Payoff Authorization form is available on our website), which we will furnish and the bank requires.
- ▲ Completed Purchase Agreement.
- ▲ Information regarding litigation such as divorces, Bankruptcies, civil suits, etc.

Closing

- ▲ A closing date will be set. If the buyer obtains financing, the closing will be set by the lending institution.
- ▲ Arrive at closing. Be sure to bring valid identification

Purchase Agreement Page 5 of 7

- ▲ Sargent's works with lender to prepare all necessary closing documentation.
- ▲ The signing of closing documents.
- ▲ Filing of Homestead Exemption Update and Property Transfer Affidavit.
- ▲ Disbursement of closing packages and funds from closing.
- ▲ Filing of sellers 1099*. The 1099 will then be turned into the IRS.
- ▲ Recording of all legal documentation.

*if required

Typical Costs Associated with a Sale

State & County Transfer Tax: \$8.60 per \$1,000 Paid by Seller

Examples:

(\$150,000.00 sales price = 150 x \$8.60 = \$1,290.00)

(\$175,000.00 sales price = 175 x \$8.60 = \$1,505.00)

Mortgage/Liens/Taxes/Assessments Due: Paid by Seller

Title Insurance Determined by amount of the sale price Paid by Seller

Examples:

(\$150,000.00 sales price: title insurance fee will be \$925.75)

(\$175,000.00 sales price: title insurance fee will be \$1,017.50)

Closing Fee for Cash / Land Contract Sale: \$550.00 Generally, split 50/50 between buyer & seller

Closing Fee for Mortgage Sale:

\$200.00 for Seller

\$500.00 for Buyer

Recording Fee for Deed:	\$30.00	Paid by Buyer
Tax Cert. for Deed:	\$ 5.00	Paid by Buyer
Recording Processing Fee:	\$30.00	Paid by Buyer
Recording fee for Mortgage:	\$30.00	Paid by Buyer
Proration of Taxes: (reimbursement to seller)		Paid by Buyer
Wire Fee	\$30.00	Paid by Party Requiring Wire (Typically Seller)
Express Mail Fee	\$30.00	Paid by Party Requiring Express Mail

You can also go to: Sargentstitle.com and download our free quote App. Available to you 24 hours a day, the app will provided you with instant estimates for buyer and seller cash outs to give you an idea of the amount of funds each party will need at closing.

Purchase Agreement

THIS IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL

1. OFFER TO PURCHASE - The undersigned, hereinafter known as "Buyer(s)" hereby agrees to purchase property commonly known as: 8067 Miller Road, Swartz Creek, MI 48473 and legally described as: W 55 FT OF LOT 2 BLK 1 AND W 55 FT OF LOT 4 BLK 1 VILLAGE OF SWARTZ CREEK SEC 2 T6N R5E (Property size and square footage of all structures located herein are approximate and not guaranteed.) Tax I.D. # 58-02-529-021 and located in the [x] City [] Village [] Township of Swartz Creek, County of Genesee, Michigan. Purchaser accepts all existing building and use restrictions, deed restrictions, easements and zoning ordinances, if any, and to pay therefor, the sum of One Hundred Forty Thousand Three Hundred dollars (\$140,300).

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

[X] Cash Sale: The full purchase price payable in the form of a cashier's check or certified funds upon the delivery of a recordable Warranty Deed conveying title in the condition provided for herein. Funds to be verified on or before July 27, 2020. In the event Buyer(s) does not provide the Seller(s) with verified funds by the date provided, the Seller(s) may terminate this agreement by a written notice to the Buyer(s).

[] New Mortgage: The full purchase price upon the delivery of a recordable Warranty Deed conveying title in the condition provided for herein. Contingent upon property appraising for a minimum of sales price, if required and Buyer(s)'s ability to obtain a mortgage, at no cost to the Seller(s) unless agreed to in writing, amortized for no less than years, in the amount of % of purchase price, which Buyer(s) agrees to make written application by (Date) at (AM/PM).

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

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

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

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

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

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

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

3. **CLOSING FEES-** The closing fee charged by the closing agent shall be paid by: Buyer Seller Split equally (50/50).

4. **PURSUANT TO THE ABOVE IDENTIFIED TERMS OF PURCHASE, SELLER(S) AND BUYER(S) AGREE TO CLOSE ON OR BEFORE July 31, 2020 (DATE) UNLESS OTHERWISE MUTUALLY AGREED IN WRITING. BUYER(S) AND SELLER(S) HAVE A RIGHT TO REQUEST A COMPLETE COPY OF CLOSING DOCUMENTS 48 HOURS PRIOR TO CLOSING.**

5. **FIXTURES AND IMPROVEMENTS-** All improvements and fixtures are included in the purchase price including, if now in or on the property, the following: all buildings, landscaping; lighting fixtures and their shades and bulbs; ceiling fans; drapery and curtain hardware; window coverings; shades and blinds; built-in kitchen appliances, including garbage disposal, drop-in ranges and range hoods; wall to wall carpeting, if attached; all attached mirrors; all attached shelving; attached work benches, stationary laundry tubs; water softener (unless rented); water heater; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on wood stoves and wood stoves connected by flue pipe; fireplace screens; inserts and grates; fireplace doors, if attached; liquid heating and cooking fuels in tank(s) at time of transfer of possession (tanks will not be empty unless now empty); liquid heating and cooking fuel tanks if owned by Seller(s); TV antenna and complete rotor equipment; all support equipment for in ground pools; screens and storm windows and doors; awnings; basketball backboard and goal; mailbox; fences; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the property.
Exclusions: None

See attached Bill of Sale/ Personal Property Statement

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

7. **POSSESSION-** Possession to be given immediately following closing; _____ days after closing by 12:00 noon; subject to rights of tenants, if any. Seller(s) agrees to pay Buyer(s) rent (which commences the day of closing), during time of Seller's occupancy after closing \$ _____ per day; at an amount prorated per day equal to Buyer(s) monthly payment including principal, interest, taxes, insurance, condominium dues and association dues.

- a. At the time of possession, the Seller(s) agree to have the property free and clear of trash, debris and in "broom clean" condition. Seller will maintain utilities and property in its present condition until time of possession including but not limited to lawn care and snow removal. Buyer(s) acknowledges responsibility of transferring all utilities the day possession is given.
- b. Any notification received by the Seller(s) pertaining to the property must be disclosed to the Buyer(s) prior to closing.
- c. If Seller(s)'s Tenants occupy the property, then:
 - Seller(s) will have the tenants vacate the property before closing.
 - Buyer(s) will be assigned all Landlord rights and security deposit and rents pro-rated to date of closing, with Buyer(s) assuming Landlord rights and obligations the day of closing.

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

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

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

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

10. BUYER(S) AGREES that they have examined the before identified property, the Seller(s)'s property disclosure, if applicable and agrees to accept the same "AS IS" unless otherwise hereafter specified: _____

11. ALL REQUESTED INSPECTIONS AND TESTS BELOW MUST BE COMPLETED BY July 27, 2020 (DATE)

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

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

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

c. Yes No RADON TEST: Sale subject to Buyer(s)'s receipt and satisfaction of radon test.
Test to be paid by: Seller(s) Buyer(s)

d. Yes No PERCOLATION TEST: Sale subject to Buyer(s)'s receipt and satisfaction of perk test.
Test to be paid by: Seller(s) Buyer(s)

e. Yes No INFESTATIONS TEST FOR WOOD DESTROYING INSECTS: Sale subject to Buyer(s)'s receipt and satisfaction of infestations test for wood destroying insects by licensed contractor.
Test to be paid by: Seller(s) Buyer(s)

f. Yes No SURVEY: Sale subject to Buyer(s)'s receipt and satisfaction of a
MORTGAGE Yes No STAKE Yes No
Survey to be paid by: Seller(s) Buyer(s)

g. Yes No HOME INSPECTION: Sale subject to Buyer(s) receipt and satisfaction of inspection
Inspection to be paid by: Seller(s) Buyer(s) To be completed by: _____ (date)

h. Yes No OTHER INSPECTION OF: _____
Test to be paid by: Seller(s) Buyer(s)

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

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

LENDER REQUIRED REPAIRS, if any, shall be paid by:

Seller(s) not to exceed \$ _____. Buyer(s) not to exceed \$ _____.

i. Yes No HOME WARRANTY
Paid for by: Seller Buyer

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

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

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

16. **DEPOSIT**-The Buyer(s) herewith deposit the sum of Zero Dollars (\$ 0) in the form of _____, as goodwill or earnest money that Buyer(s) will comply with the terms and conditions hereof and within the time limited therefore, which sum is to be credited on the purchase price in the event the sale is completed or refunded forthwith if offer is not accepted by Seller(s) making this agreement null and void.

17. **RECEIPT**- Seller(s) on this date, acknowledges receipt from the Buyer(s) of the amount of earnest money herein before mentioned. All deposits are to be held by the Seller(s), unless otherwise specified, in accordance with the terms hereof and in accordance with the current regulations of the Michigan Department of Consumer and Industry Services. Or unless otherwise specified: _____

18. **SARGENT'S TITLE COMPANY TO ACT AS ESCROW AGENT**- If the deposit is held by Sargent's Title Company, the parties to this Offer To Purchase agree as follows:

- a. In the event the parties do not complete this transaction the monies held in escrow shall be released by mutual consent of both parties or by an order of the court only.
- b. In the event this transaction does not occur and the monies are released in accordance with sub paragraph a. above, the sum of \$400 shall be retained by Sargent's Title Company for services rendered.
- c. If this paragraph is used this document must be acknowledged by escrow agent.

Date _____ By _____
SARGENT'S TITLE COMPANY

19. **OTHER TERMS AND CONDITIONS**- _____

20. **AGREEMENT**: The Buyer(s) and Seller(s) agree that they have read this document and understand thoroughly the contents herein and agree that there are no different or additional written or verbal understandings. The covenants herein, shall also bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties. This entire agreement supercedes any and all understandings and agreements. **The Buyer(s) and the Seller(s) agree that a facsimile transmission or electronic signature of any original document shall have the same effect as an original. Any signature required on an original shall be considered complete when a facsimile copy has been signed.**

21. **ACKNOWLEDGEMENT-** Buyer(s), by signing this offer, further acknowledges receipt of a copy of this written offer.

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


Buyer: Print Name Marital Status Buyer: Signature (Date) _____


Buyer: Print Name Marital Status Buyer: Signature (Date) _____

Address: _____ City: _____ State: _____ Zip: _____ Phone: _____

Witness _____

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

Brooke Kelly Moore Married  (Date) 6-15-2020
Seller: Print Name Marital Status Seller: Signature

Steven Boyd Moore Married  (Date) 6-15-2020
Seller: Print Name Marital Status Seller: Signature

Address: 13523 State RT 49 City: Ohio City State: OH Zip: 45874 Phone: (810) 423-3764

Witness _____

23. **COUNTER OFFER-** This Purchase Agreement is amended as follows: _____

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

Seller: Print Name Marital Status Seller: Signature (Date) _____

Seller: Print Name Marital Status Seller: Signature (Date) _____

Address: _____ City: _____ State: _____ Zip: _____ Phone: _____

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

Buyer: Signature

Buyer: Signature

Witness

Date

Seller's Disclosure Statement

Property Address: 8067 Miller Rd Swartz Creek MICHIGAN
Street City, Village or Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitution for any inspections or warranties the Buyer may wish to obtain.**

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.**

Instructions to the Seller. (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available		Yes	No	Unknown	Not Available
Range/oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lawn sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hood/fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water softener/conditioner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Well & pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TV antenna, TV rotor controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Septic tank & drainfield	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electric system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Garage door opener & remote	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City water system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alarm System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City sewer system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Central air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Central vacuum	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Attic fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wall furnace	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pool heater, wall liner & equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electronic air filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Trash compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Solar heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ceiling fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace & chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sauna/hot tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wood burning system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Washer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanations (attach additional sheets if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

- Basement/Crawlspace: Has there been evidence of water? yes no
 If yes, please explain: _____
- Insulation: Describe, if known: _____
 Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown yes no
- Roof: Leaks? yes no
 Approximate age if known: 9YR Estimate
- Well: Type of well (depth/diameter, age and repair history, if known): _____
 Has the water been tested? yes no
 If yes, date of last report/results: _____

BUYER'S INITIALS _____
 SELLER'S INITIALS SBM

Seller's Disclosure Statement

Property Address: 8067 Miller Rd Street Swartz Creek City, Village or Township _____

5. Septic tanks/drain fields: Condition, if known: N/A
6. Heating system: Type/approximate age: Boiler Unknown Age
7. Plumbing system: Type: copper _____ galvanized _____ other Mixed
Any known problems? None
8. Electrical system: Any known problems? Panel Placement
9. History of Infestation, if any: (termites, carpenter ants, etc.) None
10. Environmental problems: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.
Unknown _____ yes _____ no

If yes, please explain: _____

11. Flood Insurance: Do you have flood insurance on the property? unknown _____ yes _____ no
12. Mineral Rights: Do you own the mineral rights? unknown _____ yes _____ no

Other Items: Are you aware of any of the following:

1. Features of property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? unknown _____ yes _____ no
2. Any encroachments, easements, zoning violations or nonconforming uses? unknown _____ yes no _____
3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others) or a homeowners' association that has any authority over the property? unknown _____ yes _____ no
4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? unknown _____ yes no _____
5. Settling, flooding, drainage, structural, or grading problems? unknown _____ yes _____ no
6. Major damage to the property from fire, wind, floods, or landslides? unknown _____ yes _____ no
7. Any underground storage tanks? unknown _____ yes _____ no
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? unknown _____ yes _____ no
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown _____ yes _____ no
10. Any outstanding municipal assessments or fees? unknown _____ yes _____ no
11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown _____ yes _____ no

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: City has minor easement on Miller road, Performed walkthrough of modifications with buyer; removed walls and electrical

The Seller has lived in the residence on the property from 07-2014 (date) to 02-2020 (date).
The Seller has owned the property since 07-2014 (date).

The Seller has indicated above the conditions of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732 IS AVAILABLE TO THE PUBLIC BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. **BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.**

Seller Steven Boyd Moore Date: 6-15-2020
Seller Brooke Kelly Moore Date: 6-15-2020

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date: _____ Time _____
Buyer _____ Date: _____ Time _____

Disclaimer: This form is provided as a service of Michigan Realtors®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. Michigan Realtors® is not responsible for use or misuse of form for misrepresentation or for warranties made in connection with the form.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
Old House also has lead weights
- (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
- (i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) Purchaser has received copies of all information listed above.
- (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
- (i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

	<u>6-15-20</u>		<u>6-15-2020</u>
Seller	Date	Seller	Date
_____	Date	_____	Date
Purchaser	Date	Purchaser	Date
_____	Date	_____	Date
Agent	Date	Agent	Date



Protect Your Family From Lead in Your Home

 **EPA** United States
Environmental
Protection Agency

 United States
Consumer Product
Safety Commission

 United States
Department of Housing
and Urban Development

September 2013

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.



ARCHITECTS. ENGINEERS. PLANNERS.

June 15, 2020

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

**RE: Construction Engineering Proposal
Oakview, Chelmsford, Oxford Ct. and Winston Street Reconstruction**

Dear Mr. Zettel:

Orchard, Hiltz & McCliment, Inc. (OHM Advisors) is pleased to submit this construction engineering proposal for the City's Oakview Drive, Chelmsford Drive, Oxford Court and Winston Drive Local Street Projects to be completed in conjunction with the USDA Water Main Replacement Project.

PROJECT UNDERSTANDING

As you are aware the City Council recently awarded this project to Glaeser Dawes Corporation with a total bid price of \$6,452,480.68. The USDA-funded portion of this project located within Winchester Village includes water main replacement along Oakview from Seymour to Chelmsford, Chelmsford from Seymour to Oxford Court, Oxford Court and Winston from Chelmsford to Chesterfield. In addition to replacing the water main, the contract includes reconstructing these streets as part of the City's ongoing Local Street Improvement Program. The scope of work covered in this proposal involves construction engineering services not included in the USDA portion of the project. Construction engineering effort resulting from the water main replacement (including sidewalk, driveways, restoration, pavement and curb and gutter) are included in the budget established in the USDA engineering agreement and are excluded from fees provided below.

The street replacement bid price totals \$2,116,303.34 and will take place over two seasons. Work will involve complete removal and replacement of the existing cross-section including pavement, driveways, storm sewers, and sidewalks along the limits stated above. All green space within the public right of way will be restored with grass. Streets will be restored with new pavement, curb and gutter, driveways, sidewalks and associated drainage improvements. Decorative lighting and conduit will be installed at locations specified by the City and coordinated through Glaeser Dawes and Consumers Energy.

SCOPE OF SERVICES

Our scope of services for the work effort is as follows:

- ▶ Perform full-time construction observation and address contractor issues during construction.
- ▶ Prepare daily reports during construction
- ▶ Perform density testing on storm sewer backfill, road sub-base, aggregate base and asphalt pavement.
- ▶ Perform construction staking for storm sewers and curb and gutter.
- ▶ Measure and track quantities during construction. All quantities will be tracked separately from the USDA project.
- ▶ Attend progress meetings as required during construction.
- ▶ Prepare Contractor pay estimates and change orders.
- ▶ Witness underground utility locations and create record drawings.
- ▶ Coordinate punchlist walkthrough with the Contractor.
- ▶ Monitor progress with the Contractor for punchlist items and close the project in accordance with City and USDA requirements.



COMPENSATION AND SCHEDULE

The services outlined above will be performed on a time and expense basis in accordance with the enclosed *Standard Terms and Conditions* for an amount not-to-exceed fee of **\$228,170** over a two-year period. This fee is based on the contractor's schedule for each phase (year) and the days established within the schedule pertaining to road and drainage work. The outline below breaks down our fee per task per phase (year). Final construction observation fee will be based on the contractor's actual schedule:

PHASE I (2020)	
Construction Observation/Testing	\$51,300
Construction Staking	
-Curb (opposite water main)	\$7,500
-Road /Storm Sewer	\$14,000
Contract Administration	
-Office Technician	\$8,000
-Project Engineer	\$9,600
-Principal	\$5,760
-Construction Manager	\$13,200
TOTAL	\$109,360

PHASE II (2021)	
Construction Observation/Testing	\$60,750
Construction Staking	
-Curb (opposite water main)	\$7,500
-Road /Storm Sewer	\$14,000
Contract Administration	
-Office Technician	\$8,000
-Project Engineer	\$9,600
-Principal	\$5,760
-Construction Manager	\$13,200
TOTAL	\$118,810

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed. We look forward to working with the City on another successful project. Should you have any questions regarding this proposal please feel free to call me at 810.429.8289.

Sincerely,
OHM Advisors

Lou Fleury, PE
Principal

Mark Landis, PE
Project Manager

Encl: Standard Terms and Conditions

City of Swartz Creek
Oakview and Chelmsford Reconstruction Project
Construction Engineering Services

Accepted By: _____

Title: _____

Date: _____

OHM Advisors*

G3101 W. BRISTOL ROAD
FLINT, MICHIGAN 48507
City Council Packet

T 810.396.4015
F 734.522.6427

OHM-Advisors.com
96

June 22, 2020



STANDARD TERMS and CONDITIONS

1. THE AGREEMENT – These Standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM ADVISORS and the Owner and said amendments must be in written form.

2. SERVICES TO BE PROVIDED – OHM ADVISORS will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.

3. SERVICES TO BE PROVIDED BY OWNER – The Owner shall at no cost to OHM ADVISORS:

- a) Provide OHM ADVISORS personnel with access to the work site to allow timely performance of the work required under this Agreement.
- b) Provide to OHM ADVISORS within a reasonable time frame, any and all data and information in the Owners possession as may be required by OHM ADVISORS to perform the services under this Agreement.
- c) Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.

4. PERIOD OF SERVICE – The services called for in this Agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. OHM ADVISORS shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM ADVISORS reasonable control.

5. COMPENSATION – The Owner shall pay OHM ADVISORS for services performed in accordance with the method of payment as stated in the Proposal or Scope of

Services. Method of compensation may be lump sum, hourly; based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental or other special project related items at a rate of 1.15 times the invoice amount.

6. TERMS OF PAYMENT – Invoices shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a charge at the rate of one percent per month from said thirtieth day.

7. LIMIT OF LIABILITY – OHM ADVISORS shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of OHM ADVISORS and its Officers, Directors, Partners, employees, agents, and subconsultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM ADVISORS or OHM ADVISORS' Officers, Directors, employees, agents or subconsultants, or any of them shall not exceed the amount of \$25,000 or OHM ADVISORS fee, whichever is greater.

8. ASSIGNMENT – Neither party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.

9. NO WAIVER – Failure of either party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to



avail themselves of such remedies as either may have for any breach or breaches of such provisions.

10. GOVERNING LAW – The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.

11. DOCUMENTS OF SERVICE – The Owner acknowledge OHM ADVISORS' reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM ADVISORS, however, OHM ADVISORS shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM ADVISORS. In accepting and utilizing any drawings or other data on any electronic media provided by OHM ADVISORS, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM ADVISORS and will be corrected as part of OHM ADVISORS' basic Scope of Services.

12. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days prior written notice. The Owner shall within 45 days of termination, pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.

13. OHM ADVISORS' RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM ADVISORS the amount shown on any invoice within 60 days of the date of the invoice, OHM ADVISORS may, after giving 7 days notice

to the Owner, suspend its services until payment in full for all services and expenses is received.

14. OPINIONS OF PROBABLE COST – OHM ADVISORS preparation of Opinions of Probable Cost represent OHM ADVISORS' best judgment as a design professional familiar with the industry. The Owner must recognize that OHM ADVISORS has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

15. JOB SITE SAFETY – Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM ADVISORS shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.

16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM ADVISORS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.