

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, September 22, 2014, 7:00 P.M.
City Hall Building, 8083 Civic Drive Swartz Creek, Michigan 48473**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
4A. Council Meeting of August 25, 2014 MOTION Pg. 22
5. **APPROVE AGENDA:**
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
6A. City Manager's Report (Agenda Item) MOTION Pg. 2
6B. Water & Sewer Rate Changes-Data Sheet (Agenda Item) Pg. 28
6C. Miller Road Lot Purchase Proposal (Agenda Item) Pg. 34
6D. MDOT Contract (Agenda Item) Pg. 47
6E. August DPS Report Pg. 82
6F. August Check Register Pg. 88
6G. August Police Report Pg. 93
6H. August Building Report Pg. 94
6I. Draft Park Rules Pg. 103
6J. Recreation Passport Grant Proposal (Agenda Item) Pg. 112
6K. FANG Report Pg. 116
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. MDOT Contract for Park & Ride RESO Pg. 10
8B. Miller Road Lot Sale RESO Pg. 11
8C. City Rates & Fees (Utilities) RESO Pg. 12
8D. Recreation Passport Grant Proposal RESO Pg. 20
8E. DDA Budget Amendment RESO Pg. 20
8F. Closed Session (Personnel Matter & Real Estate Purchase)
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

City of Swartz Creek
CITY MANAGER'S REPORT
Regular Council Meeting of Monday, September 22, 2014 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: August 25, 2014

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

- ✓ **GOLF COURSE TAX APPEAL** *(No Change of Status)*

There has been a communication from the owner's representative. At this time, the appeal is recorded as being filed by the previous owner and the new owner as a co-petitioner. However, there may be some confusion regarding the co-petitioners' approach to the appeal action. I am working with the new owner's representative to see how they want to proceed.

- ✓ **RACEWAY TAX APPEAL** *(No Change of Status)*

Here is another one. The harness racing industry is struggling, but they still have 108.5 acres at a signalized intersection with I-69. Their appeal information is as follows:

2014 Taxable: \$904,200
2014 Taxable (requested): \$250,000

If the city agrees that non-residential land on Morrish Road off of I-69 is valued at less than \$4,700 per acre, assuming the improvements had no value, then we have very large problems indeed. (Note that we would assume no such thing in any case).

Like the golf course, this property keeps appealing. I believe such businesses will do so, beyond absurdity, until it is clear the city is resisting.

- ✓ **DOWNTOWN PARKING LOTS** *(Update)*

The scrap tire grant work is completed, and we are looking to close out the grant with the state by September 30th for a full accounting of the project. The CDBG portion of the work, which was approved at the last city council meeting, is expected to start soon and be completed in October.

- ✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** *(See Individual Category)*
 - ❑ **MILLER ROAD RESURFACING PROJECT** *(No Change of Status)*

OHM is moving forward with designs for Miller Road in accordance with the council resolution. We will not hear much more about this project until bids are released in March.

 - ✓ **WATER – SEWER ISSUES PENDING** *(See Individual Category)*
 - ❑ **SEWER REHABILITATION PROGRAM** *(No Change of Status)*

Liqui Force has substantially completed the re-lining work in the village. I will meet with Tom upon my return to debrief on the work completed and established a

timeline to review the next round of sewer line inspection work that was also performed.

❑ **BEAR CREEK SANITARY SEWER AGREEMENT** *(No Change of Status)*

GCWWS is exploring options concerning the Morrish Road sewer line that services Bear Creek. I expect to hear from them by October.

❑ **KWA** *(No Change of Status)*

The KWA water pipeline project is currently under budget and on schedule. We should be online in 2016. The bad news is that the Detroit water authority is hammering Genesee County for the last two years of system use in terms of rates, as well as any potential for a system backup after the KWA is online. Rates have been set, and they are unpleasant. I expect to have a new rate proposal for the city council at the next meeting for both water and sewer so that these increases do not empty the fund balance for water and sewer. It is likely that we will lose money for a quarter or two before new rates can be implemented, but both funds should be able to accommodate that loss so that the burden is lessened on the system users.

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

Mr. Svrcek has been working with the Michigan Department of Environmental Quality on some permitting issues that every city in the urban area of the county is dealing with. We are not thrilled with the expectations. What appears to be the heavy hand of the DEQ may put us out of the business of providing many basic services, or at least radically changing the way we do business. This could result in many new ordinances and expenses regulating a variety of practices including how we store road salt, where we can dump street sweepings, and how residents can discharge a pool. We will likely be addressing this in mid-summer, but we want to take our time due to the wide reaching effect that this could have on the community.

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

I have a couple templates that I am looking at with some of the supervisors. The police department has an extensive handbook that is updated regularly. We expect to adopt a similar (but different) set of policies to cover all other employees.

✓ **CITY PROPERTY, 4438 MORRISH ROAD & 5017 THIRD STREET** *(Update)*

The demolition of the Morrish Road house is complete, and the Third Street house should be gone by the time we meet next. There are no issues or irregularities to report.

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

I am working with Mundy Township to get a draft of a shared service agreement ready for review and potential execution in October. This agreement would provide contractual 'Chief of Police' services to the city, with all other functions of the department remaining unchanged.

In essence, this would function much like the building services arrangement we have with Mundy or the shared service arrangement that the school has with the Clio district, meaning that we pay for an individual to execute the functions of the job as an official of our municipality, under our budget, policies, rules, and chain of command.

My expectations are that we will share the hours and compensation costs with Mundy on a 50/50 basis, just as the school is doing with their assistant superintendents. This arrangement would be temporary and cease upon the formation of a police authority or upon a decision by the city council to forego this arrangement and hire a new chief.

✓ **SPRINGBROOK EAST & HERITAGE – VACANT LOTS (Update)**

Following are issues pending for the three Associations:

SPRINGBROOK COLONY	SPRINGBROOK EAST	HERITAGE VILLAGE
<i>No outstanding issues</i>	<i>No outstanding issues</i>	<i>Transfer water, sanitary sewer, storm sewer, streets to city and seek solution for 4 vacant lots owned by city.</i>

The Springbrook East unit sales have been affirmed, and it is expected that the purchaser will begin acquiring those units.

I have also been in communication with the counsel of Heritage Village. On August 19th, the home owners association resolved to transfer described rights of ways, including utilities to the city. It appears that adequate surveys and language exist for the dedication, and there is also language included about storm drainage (collection system, pond system, and transmission system).

✓ **MEIJER COMMUNITY DONATION (Update)**

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

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

I suggest we delay any sales or negotiations until a land sale policy is adopted. Prior to the last meeting, staff notified the interested parties that a sale will not be forthcoming anytime soon. They do not appear to be in a hurry and will await the council's decision.

I want to take a harder look at the development of this area. Previously, the city considered an assessment that would provide drainage, curbs, gutters, road construction, street lights and sidewalks. The price per lot was absurd. I think the goal should be to make these lots buildable for quality homes. The city could probably achieve this with less intensive ditching and surfacing of the roads, sans the underground drainage system, lights, curbs, and sidewalks. This would drastically reduce the scope of the project.

A sale of lots to an adjacent property owner could compromise the success of any special assessment for improvements and the ability to use these lots for single family homes.

✓ **NEWSLETTER (No Change of Status)**

The next is scheduled for November or late October. Topics are expected to include the police department updates, sidewalk maintenance for the winter months, and the street rehabilitation plan.

✓ **UTILITY RATES (Update)**

I have attached the notice of increase from Genesee County Water and Waste for both sewer and water. The rate increases are tremendous. To be fair, it is not just the county. In fact, most of the increase for water is coming out of Detroit. A quick glance at the news will offer much information related to the regional problems with the Detroit system, as well as the tremendous rate increases that are forthcoming.

For our part, we have recalculated our rates to catch upon on existing deficits and to account for the increases from the county. This will enable the city to raise rates once in the foreseeable future for both utilities. As one would expect, the increase is substantial but very much in line with similarly situated municipalizes purchasing water from Detroit, via Genesee County Water and Waste Services.

With that said, the new rates are proposed to be:

Water

Readiness to Serve Charge	\$52.17
Consumption (per 100 cf)	\$5.45

Sewer

Metered Customers

Readiness to Serve Charge/Unit	\$58.86
Consumption (per 100 cf)	\$1.91

Non-Metered Customers

Sewer Readiness & Consumption/Unit	\$129.11
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This equates to a quarterly bill of \$221.41 for a household using 1500 cubic feet (~11,250 gallons) of water/sewer each quarter. An increase of ~20%.

Note that much of this increase, especially in sewer is due to the absorption of prior rate increases from GCWWS. For example, our current rate to sell sewer commodity to our retail customers is \$0.088 lower then what we are paying wholesale for the commodity! (1.56/ccf to our customers vs. 1.658/ccf for what we pay to the county). With the new commodity charge being set at 1.82/ccf, we have much ground to cover, especially if we intend to continue with our sewer rehabilitation programs and other operations.

The water fund was more solvent to begin with, but the rate increases from Detroit are nothing short of astounding. All users in Genesee County are awaiting the new water authority and more stable pricing.

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

I am working with the city attorney to pen a draft ordinance for this program. I will also work with Mr. Johnson to set up a tentative inspection program and fee schedule that the city council can then review.

✓ **WINSHALL PAVILION** (*Update*)

I spoke with the representative with Belfor Construction, and they indicated that the south east Michigan storms put them into an emergency mode and they should have this job done the week of the 22nd. A purchase order and deposit has been submitted for the job. I have made our displeasure known to the insurance provider.

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

❑ **MONTHLY REPORTS (Update)**

The August police, DPS, FANG, building, and check reports are in.

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

❑ **PLANNING COMMISSION (Update)**

An application has been submitted to place a medical marijuana dispensary in the Carriage Plaza on the west end. This is a special land use that will go before the planning commission on October 7th. Among other requirements, review by the city attorney is required and pending (note that a new fee is proposed to cover future costs such as this). A notice and mailing was sent out this week for the public hearing.

Conceptual plans have been submitted for the old Marathon site. However, there are some very practical concerns that require a closer look before a complete set of plans is ready. I expect this will push the project back to at least November for a planning commission review. Stay tuned.

❑ **DOWNTOWN DEVELOPMENT AUTHORITY (Update)**

The DDA met on September 9th to amend their budget and begin planning for the coming year. They are excited about the prospect of working with the private sector to potentially develop the city-owned property on Morrish Road, north of Fortino Drive. This is something we have conceptualized for some time that the DDA may have the resources to realize in the next 18-24 months.

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

A variance related to another fence application was heard on September 17th. The variance was approved. The vacant position (alternate) was filled by Fred Pajtas.

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

A meeting was held on September 2, 2014. The commission made a couple changes to the park rules (attached) and also made a recommendation concerning the Recreation Passport Grant. The grant is covered separately in this packet as an agenda item.

The rules are being included at this time without the expectation for action. I encourage council members to look at the draft and notes. If there are questions or concerns, please direct them to me at the meeting or directly. I will work through those in the coming weeks. If it appears we have worked out most of the issues, I will bring these back to the city council for approval.

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

The board of review met on July 23rd. Two petitioners presented. The board also requested the appointment of an alternate member. The state encourages this for practical reasons. The first is the need to ensure the presence of at least two members out of the three appointees. The second is to begin training of potential permanent members for what is considered a specialized position.

The charter limits the board to three, but the city attorney believes that alternates are permissible as long as the acting board is not comprised of more than three members at any time. With that said, staff recommends the appointment of another qualified board member to serve as an alternate.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **MILLER ROAD OUT LOT** (*Proclamation*)

In July, the city received a proposal from a property owner in the city to buy a residential out lot that the city owns on Miller Road (a map is attached). This is a 60' lot identified as 58-36-578-018. This is not a buildable lot. The city has it because there was a potential to use this to access the development behind it with a road connection or a sewer connection for a county transmission line. At this time, we have no need for it.

In August, we send letters to the adjacent owners with frontage on Miller Road, soliciting final and best offers for this parcel. We only received one proposal, which was a restated version of the original proposal. Based on our findings, this parcel has very little value to us and no discernable value to any non-adjacent land owner. As such, I recommend the city accept the offer and sell the parcel. We could probably do so by quit claim deed if we can maintain existing easements and ensure that the property be combined with the buyer's lot. There is a resolution attached that enables me to come back with a purchase agreement and other instrument (deed) to do exactly that.

✓ **MILLER ROAD PARK AND RIDE** (*Resolution*)

This is a renewal of a straight forward contract. The state owns the park and ride, and the city maintains it. Each quarter, we submit an invoice for contracted services like snow removal and mowing, as well as our labor costs for trash removal and other miscellaneous maintenance. The contract also pays 10.5% overhead for administration.

As you can see there are a couple blanks in the contract, but the resolution provides the inserts for most of these. Otherwise, the labor costs in our AFSCME union agreement and the fixed costs for contracted service (including the mowing bid) apply. The arrangement works well, and I recommend we continue.

✓ **RATES AND FEES** (*Resolution*)

The utility fees are covered under the old business section of this report.

Since the city maintains all fees, rates, and charges on a master schedule, I have included that schedule as a complete resolution to update the utility rates. At this time, I have also included two other known charges that should be updated.

This first is the deposit fee for pavilion reservations. The park commission felt that a reservation was needed to increase the stewardship observed during pavilion use. A general disrespect for facilities and cleanup has been observed, and this is costly in terms of labor for our DPW. While the occurrence of damage or other rule violations may not be tied directly to a park user, and therefore the deposit owner, we still feel that the deposit will increase the amount of attention given to pavilion use by most folks. This change is a result of the amended park rules that are attached and discussed in this packet.

The second addition is for medical marijuana dispensary and growing facility review. The ordinance that permits these facilities indicates that such a fee can be set by the council, but this has never been done. In addition to the special land use fee, there is a legal review of operations and facilities that is required by ordinance. I estimate these professional services will cost about \$500.

✓ **RECREATION PASSPORT GRANT (*Resolution*)**

The parks commission has been working hard as a volunteer group to make improvements to Elms Park in accordance with the city's park plan as well as to meet basic maintenance needs. They have been working with the prior administration to get a reasonable allocation of funds (~\$10,000) to make some much needed improvement that the volunteers cannot tackle. In lieu of an allocation in that amount, the commission is looking to pursue a maintenance grant available through the Michigan Department of Natural Resources (Recreation Passport Grant) that will contribute up to \$40,000 for work in urban parks.

Under the direction of the parks commission, staff worked with Rowe to get a proposal to the city council to develop a scope of work to submit to the DNR. This proposal was delivered to the commission on September 9th. They worked with Rowe's representative to develop a tentative scope of work for a potential grant. It includes a total of \$80,000 towards bathroom renovations, three new pavilion roofs, improvement paths to all pavilions, and softball/baseball field enhancements. It is also hoped that if this project gets the green light, other projects can be initiated and funded by other groups (including new play equipment, a running path, and new trees).

The request at this point is for \$3,800 to permit Rowe PSC to put together preliminary plans, costs, and a grant application for a Recreation Passport Grant. There is no further funding or other commitment at this time. If the grant is ultimately awarded, it will require a 25-50% local match of city funds, donations, and/or volunteer hours. We believe community services clubs, the park commission, local businesses, and our dedicated group of volunteers can account for much of this match. The commission and staff are very excited about this proposition.

If the proposal is approved, a grant would be submitted sometime before April 2015. Any award would not be known until fall of 2015, with construction in early 2016. This means that any future capital outlay would not occur until the 2016 or even 2017 fiscal year!

I am a strong supporter of this project. The grant is perfect for us. Instead of getting grant-supported new facilities that drain resources over the years, this grant allows us to improve what we have and save in operating costs. For a small cash match, the city would be able to make our facilities more accessible, more vandal resistant, and much nicer. If all goes well, some momentum will build, and groups may support a larger scale park reinvestment initiative at the same time.

The existing budget for Elms Park will support this allocation without amendment.

✓ **BUDGET AMENDMENT (DDA) (*Resolution*)**

The Meijer tax appeal, however small, had a big impact on the Downtown Development Authority. This is because the DDA collects its revenues off of new tax base in the district, and since Meijer makes up most of it, it disproportionately impacts the DDA.

The true cash value of the site is dropping from about \$10.3 million to \$9 million. This change, assuming the raceway appeal is approved by the Michigan Tax Tribunal, is expected to lower revenues for the DDA from \$105,000 to about \$73,000. This new figure requires a downward adjustment in expenses for the fiscal year since the approved budget calls for the spending of \$79,750.

The DDA approved a revised budget at their meeting on September 11, 2014 that lowers the demolition costs to the actual bid amount, eliminates the farmers' market, lowers the façade allocation, and slightly reduces other overhead costs associated with board housekeeping and Family Movie Night. The result is a balanced budget that still allows for spending beyond what is already encumbered. A resolution that outlines all accounts in the fund is included.

✓ **CLOSED SESSION**

There is a matter involving a staff member of the city that I need to discuss with the city council. The employee has requested that this matter be discussed in a closed session, and this is a right that an employee can invoke under the Open Meetings Act. There is also a real estate matter that has been presented to the city that I wish to go over.

Council Questions, Inquiries, Requests and Comments

- *Tom is looking at the missing signs that have been noted on Chesterfield Drive.*
- *We plan to make the calendars more legible for next year as it relates to noting the city council meetings and recycling on the same days.*

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, September 22, 2014, 7:00 P.M.**

Resolution No. 140922-4A MINUTES – September 08, 2014

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, September 8, 2014, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 140922-5A 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 September 22, 2014, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 140922-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of September 22, 2014, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 140922-8A MDOT PARK & RIDE CONTRACT – MILLER ROAD

Motion by Councilmember: _____

WHEREAS, the MDOT has affirmatively found that contracting with municipalities for maintenance of state trunk lines and bridges within local jurisdictions is in the best public interest; and

WHEREAS, the City of Swartz Creek and the Michigan Department of Transportation an existing contractual relationship in which the city provides specific maintenance

services for the park and ride facility on Miller Road by I-69, including snow removal, trash collection, mowing, and other regular maintenance , and;

WHEREAS, the MDOT has submitted a contract that continues this relationship for the next state fiscal year, contract no. 2014-0421.

NOW THEREFORE, BE IT RESOLVED the City of Swartz Creek agrees to enter into an a contract with the Michigan Department of Transportation (MDOT), a copy of which is attached hereto, for the purpose of maintaining the park and ride facility on Miller Road,

BE IT FURTHER RESOLVED, that the City of Swartz Creek designate the Director of Public Services as the maintenance superintendent, the Finance Director as the contract supervisor, and further directs the City Manager to execute the agreement on behalf of the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 140922-8B MILLER ROAD OUTLOT SALE

Motion by Councilmember: _____

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

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

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

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

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

BE IT RESOLVED that the City of Swartz Creek directs the city manager to create a suitable sale instrument that protects the public easements on the site, ensures combination of the out lot to the lot of the purchaser, and transfers the property to the highest bidder, Justin Ellison, for the consideration of \$1,000.

BE IT FURTHER RESOLVED that said instrument be brought back to the city council for approval in accordance with the city charter.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130922-8C AMEND CITY-WIDE RATES, FEES AND CHARGES

Motion by Councilmember: _____

WHEREAS, the City collects rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services, and;

WHEREAS, such rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services are a necessary and essential part of the funding for the services that the City provides, and:

WHEREAS, the City's Code of Ordinances defines and provides for certain rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services, and;

WHEREAS, other such rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services are provided for by resolution of the City Council, statutory provision, past practice, policy and other such actions, and

WHEREAS, the City has amended the City's Code of Ordinances to provide for various rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services to be set by resolution of the City Council, and;

WHEREAS, the City has need to implement additional rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services to be set by resolution of the City Council, and;

WHEREAS, the City desires to have all such rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services organized into a single resolution that can be visited periodically and adjusted accordingly.

NOW, THEREFORE, Be It Resolved the City of Swartz Creek hereby sets its rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services in accordance with the following schedule, effective immediately or as soon as practical thereafter, table as follows:

CITY OF SWARTZ CREEK RATES, FEES PERMITS & CHARGES FOR SERVICES

1. Chapter 1: Municipal Ordinance Violations Bureau (Parking Fines)

The following parking violations shall be punishable by the fines indicated:

<u>Offense</u>	<u>Fine</u>
(a) Parking too far from curb	\$ 20.00
(b) Angle parking violations	\$ 20.00
(c) Obstructing traffic	\$ 20.00
 <u>Prohibited parking (signs un-necessary)</u>	
(d) On sidewalk	\$ 20.00

(e) In front of drive	\$ 20.00
(f) Within intersection	\$ 20.00
(g) Within 15 feet of hydrant	\$ 20.00
(h) On crosswalk	\$ 20.00
(i) Within 20 feet of crosswalk or 15 feet of corner lot lines	\$ 20.00
(j) Within 30 feet of street side traffic sign or signal	\$ 20.00
(k) Within 50 feet of railroad crossing	\$ 20.00
(l) Within 20 feet of fire station entrance	\$ 20.00
(m) Within 75 feet of fire station entrance on opposite side of street (signs required)	\$ 20.00
(n) Beside street excavation when traffic obstructed	\$ 20.00
(o) Double parking	\$ 20.00
(p) On bridge of viaduct or within tunnel	\$ 20.00
(q) Within 200 feet of accident where police in attendance	\$ 20.00
(r) In front of theater	\$ 20.00
(s) Blocking emergency exit	\$ 20.00
(t) Blocking fire escape or fire lane	\$ 50.00
(u) In a handicapped space	\$100.00
(v) In prohibited zone (signs required)	\$ 20.00
(w) In alley (signs required)	\$ 20.00

Parking for prohibited purpose

(x) Displaying vehicle for sale	\$ 20.00
(y) Working or repairing vehicle	\$ 20.00
(z) Displaying advertising	\$ 20.00
(aa) Selling merchandise	\$ 20.00
(bb) Storage over 48 hours	\$ 20.00
(cc) Wrong side boulevard roadway	\$ 20.00
(dd) Loading zone violation	\$ 20.00
(ee) Bus, parking other than bus stop	\$ 20.00
(ff) Taxicab, parking other than cab stand	\$ 20.00
(gg) Bus, taxicab stand violations	\$ 20.00
(hh) Failure to set brakes	\$ 20.00
(ii) Parked on grade wheels not turned to curb	\$ 20.00
(jj) Parked on lawn extension within right of way	\$ 20.00

All \$20.00 violations not paid within 20 days will be assessed a \$10.00 late fee.

2. Chapter 2: Liability for Expense of an Emergency Operation (Hazardous Materials Cleanup Cost Recovery)

Cost shall be actual expenses inclusive of all Police & Fire Department wages, equipment and motor-pool and / or any sub-contracted actual expenses associated with hazardous materials clean-up.

3. Chapter 2: Liability for Expense of an Emergency Response (Alcohol Related Arrests, Accidents)

A. A cost of \$150 shall be assessed to each defendant convicted of O.U.I.L. – O.U.I.D or O.W.I. The cost recovery shall be collected as a part of the fines and costs set by the 67th District Court.

B. Actual costs shall be assessed to each defendant convicted of O.U.I.L. – O.U.I.D or O.W.I. in which a motor vehicle accident occurred. The cost recovery shall be collected as a part of the fines and costs set by the 67th District Court. In the event the court declines collection, they shall be billed direct to the defendant.

C. For the purpose of determining costs for extensive investigation and cleanup recovery for emergency response for alcohol related arrests and accidents, the following table shall be used:

Police Personnel	\$40	Per Hour
Police Clerical	30	Per Hour
Police Car	15	Per Hour
Fire Personnel	20	Per Hour
Fire Pumper	250	Per Hour
Fire Support Vehicles	100	Per Hour

4. **Chapter 5: Cemetery Lots - Purchase**

The cost for purchase of cemetery lots will be \$100.00 per lot.

5. **Chapter 5: Cemetery, Charges for Grave Openings, etc.**

Grave openings shall be actual costs, either as sub-contracted or performed by City Employees, plus a 15% administrative fee.

6. **Chapter 11: Park Reservation Fees**

<u>Elms Park</u>	
Pavilion #1	\$ 70.00
Pavilion #2	\$ 120.00
Pavilion #3	\$ 70.00
Pavilion #4	\$ 120.00

<u>Winshall Park</u>	
Pavilion #1	\$ 70.00
Pavilion #2	\$ 70.00
Pavilion #3	\$ 70.00

Deposit \$100.00

7. **Chapter 15: Permit, Sidewalk Installation**

\$25.00

8. **Chapter 15: Permit for Excavation, Right of Way or Other City Property**

\$100.00

9. **Chapter 19: Water System Use, Rates and Charges**

(A) Charges for water supply services to premises within the city connected with the water supply system shall be as follows:

Rates for Quarterly Billings

Readiness to serve charge	
5/8", 3/4", 1"	\$52.17
1.5"	\$220.77
2"	\$353.23
3"	\$662.31
4"	\$1,103.85
6"	\$2,207.70

Commodity charge (per 100 cubic feet of water consumed): \$5.45

Additional meters, connected for the exclusive purpose of registering water consumed and NOT returned to the sewer system shall be charged the commodity charge only (example: lawn sprinkler system).

(B) Any water customer may have water services temporarily shut off for any time period during which the premises, for which the water service is provided, will be unoccupied. The request for

such shut off shall be made in writing on forms to be provided by the city. The written request shall specify the reason for the shut off and the date on which the water service shall be shut off.

(C) There shall be a Twenty Dollar (\$20.00) charge for shutting off the water service pursuant to such request and a Twenty Dollar (\$20.00) charge for turning the water service back on, if the shut off or turn on is performed during normal business hours. If this shut off or turn on is performed outside of normal business hours, the charge shall be One-Hundred Dollars (\$100.00). Such charges shall also apply if water is shut off or turned back on pursuant to account delinquency. The City Manager may waive shut off and turn on fees for reasonable cause.

(D) Water customers shall continue to be billed for a readiness to service charge while connected to the system.

(E) Bulk water sales shall be in accordance with the following fee schedule:

Bulk Water Purchases

1 cubic ft. = 7.4805
Gallons

Gallons	Cubic ft.	Cost	Effective 09/2014
3,740	499.96658	\$87.00	\$104.00
5,000	668.40452	\$97.00	\$116.00
10,000	1336.809	\$133.00	\$160.00
15,000	2005.2136	\$170.00	\$204.00
20,000	2673.6181	\$206.00	\$247.00

10. Chapter 19: Water & Sewer Tap Fees

(A) There shall be paid, with respect to all premises connecting to the water and sanitary sewer system of the city, a tap-in fee pursuant to the following schedules:

- (1) Single-family residence--\$1,500 each for water & sanitary sewer
- (2) Multiple-family residence--\$1,500 per unit each for water and sanitary sewer

(B) All other uses connecting to the water and/or sanitary sewer system of the city shall be required to pay tap-in fees at the rate of one-thousand, five hundred dollars (\$1,500) per unit factor, pursuant to the unit factor table provided for by the Genesee County Division of Water and Waste. In no case shall tap-in fees be less than one-thousand, five hundred dollars (\$1,500).

(C) Furthermore, for any structure used generally for more than one (1) purpose, connection fees shall be determined by applying the appropriate unit factors as set by the Genesee County Division of Water and Waste, to the various uses on any level, grade or sub-grade plane of the structure, provided that it is intended that the fees so derived shall be cumulative. Tap fees shall also apply for any additional units that may be calculated and applied by the County WWS pursuant to change in use or otherwise.

11. Chapter 19: Sanitary Sewer Rates

Rates for Quarterly Billings

Readiness to serve charge (per metered account):	\$58.86
Readiness to serve charge (non-metered accounts):	\$129.11
Commodity charge (per 100 cubic feet of water consumed):	\$1.91

A readiness to serve charge equal to the number of calculated sewer units shall be charged to all customers connected to the city's sewer system to offset fixed costs of system operation. In addition, a commodity charge shall be applied to the sewer bill in an amount equal to the above rate multiplied by the number of ccf that the accompanying water account registers. If the sewer connection is not accompanied by a water meter to register water usage, the charge shall be considered non-metered and no commodity charge shall be applied.

For the purposes of determining sanitary sewer rates, per unit sewage disposal calculations resulting in a fraction of a whole number shall be rounded up to the next highest whole number.

12. Chapter 20: Weed Cutting Fees

\$300 per cut

13. Building & Trade Inspection Fees

A. Building Permit Fees: Appendix A 21.06

\$50.00 for first \$1,000 value \$5.00 per \$1,000 thereafter and \$50.00 for a one-time Inspection fee.

B. Electrical Inspection Fees

Application Fee (non-refundable) \$50

Service

Through 200 Amp.	\$10
Over 200 Amp. thru 600 Amp.	\$15
Over 600 Amp. thru 800 Amp.	\$20
Over 800 Amp. thru 1200 Amp.	\$25
Over 1200 Amp. (GFI only)	\$50
Circuits	\$5
Lighting Fixtures-per 25	\$6
Dishwasher	\$5
Furnace-Unit Heater	\$5
Electrical-Heating Units (baseboard)	\$4
Power Outlets (ranges, dryers, etc.)	\$7

Signs

Unit	\$10
Letter	\$15
Neon-each 25 feet	\$20
Feeders-Bus Ducts, etc.-per 50'	\$6
Mobile Home Park Site	\$6
Recreational Vehicle Park Site	\$4

K.V.A. & H.P.

Units up to 20	\$6
Units 21 to 50 K.V.A. or H.P.	\$10
Units 51 K.V.A. or H.P. & over	\$12

Fire Alarm Systems (excl. smoke detectors)

Up to 10 devices	\$50
11 to 20 devices	\$100
Over 20 devices	\$5 each

Data/Telecommunication Outlets

1-19 devices	\$5 each
20-300 devices	\$100
Over 300 devices	\$300
Energy Retrofit-Temp. Control	\$45
Conduit only or grounding only	\$45

Inspections

Special/Safety Insp. (includes cert. fee)	\$50
Additional Inspection	\$50
Final Inspection	\$50
Certification Fee	\$20

C. Mechanical Inspection Fees

Application Fee (non-refundable)	\$50
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Residential Heating System (includes duct & pipe, new building only)

Gas/Oil Burning Equipment (furnace, roof top units, generators)	\$50
Boiler	\$30
Water Heater	\$30
Damper	\$5
Solid Fuel Equip. (includes chimney)	\$5
Gas Burning Fireplace	\$30
Chimney, factory built (installed separately)	\$30
Solar; set of 3 panels-fluid transfer (includes piping)	\$25
Gas piping; each opening-new installation (residential)	\$20
Air Conditioning (includes split systems) RTU-Cooling only	\$5
Heat Pumps (complete residential)	\$30
Dryer, Bath & Kitchen Exhaust	\$30
	\$5

Tanks

Aboveground	\$20
Aboveground Connection	\$20
Underground	\$25
Underground Connection	\$25
Humidifiers/Air Cleaners	\$10

Piping-minimum fee \$25

Piping	\$.05/ft
Process piping	\$.05/ft

Duct-minimum fee \$25	\$.10/ft
Heat Pumps; Commercial (pipe not included)	\$20

Air Handlers/Heat Wheels

Under 10,000 CFM	\$20
Over 10,000 CFM	\$60
Commercial Hoods/Exhausters	\$15
Heat Recovery Units	\$10
V.A.V. Boxes	\$10
Unit Ventilators	\$10
Unit Heaters (terminal units)	\$15

Fire Suppression/Protection

(includes piping) –minimum fee \$20	\$.75/head
Evaporator Coils	\$30
Refrigeration (split system)	\$30
Chiller	\$30
Cooling Towers	\$30
Compressor/Condenser	\$30

Inspections

Special/Safety Insp. (includes cert. fee)	\$50
Additional Inspection	\$50
Final Inspection	\$50
Certification Fee	\$20

D. Plumbing Inspection Fees

Application Fee (non-refundable)	\$50
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Mobile Home Park Site

Fixtures, floor drains, special drains,	\$5 each
Water connected appliances	\$5 each
Stacks (soil, waste, vent and conductor)	\$3 each
Sewage ejectors, sumps	\$5 each
Sub-soil drains	\$5 each

Water Service

Less than 2"	\$5
2" to 6"	\$25
Over 6"	\$50
Connection (bldg. drain-bldg. sewers)	\$5

Sewers (sanitary, storm or combined)

Less than 6"	\$5
6" and Over	\$25
Manholes, Catch Basins	\$5 each

Water Distributing Pipe (system)

¾" Water Distribution Pipe	\$5
1" Water Distribution Pipe	\$10
1 ¼" Water Distribution Pipe	\$15
1 ½" Water Distribution Pipe	\$20
2" Water Distribution Pipe	\$25
Over 2" Water Distribution Pipe	\$30
Reduced pressure zone back-flow preventer	\$5 each
Domestic water treatment and filtering equipment only	\$5
Medical Gas System	\$45

Inspections

Special/Safety Insp. (includes cert. fee)	\$50
Additional Inspection	\$50
Final Inspection	\$50
Certification Fee	\$20

14. Appendix B: Franchises

\$250 application fee plus actual expenses related to preparation by City Attorney.

15. Miscellaneous Fees

A. *Copies:*

Black & White: 50¢ for the first page & 10¢ for each additional page.

Color or Mixed Color and Black & White: 50¢ for the first page & 20¢ for each additional page.

B. *Freedom of Information Act Requests:*

50¢ for the first page and 10¢ for each additional page (20¢ for color or mixed color and black & white) plus all actual costs for outside re-production (i.e. photo re-prints, blueprint copies, etc.).

Extensive search requests shall have an additional per hour fee equal to wages only of the lowest paid clerical position employed with the City.

- C. *Police Reports:*
\$5 for copies under 6 pages, 10¢ for each page thereafter. Extensive research, reproduction costs, etc. shall be charged in accordance with F.O.I.A. requests.
- D. *Gun Registrations, Permits & Safety Inspections:*
No Charge
- E. *Towing & Impound Fees:*
\$100 for each vehicle towed as incidental to arrest or other civil custody. \$100 for each vehicle towed as abandoned. The Chief of Police may, at his/her discretion, waive any towing fee when in his/her opinion, special circumstance exists. A report shall be filed when any such action is taken.
- F. *Weddings:*
\$25 per ceremony
- G. *Fax Services:*
50¢ per page for the first 10 pages, then \$.10 per page thereafter
- H. *Notary Services:*
\$5.00 per item
- I. \$25 each for any check returned unpaid for account insufficient, closed or stopped

16. Chapter 13 & 16: Development Plans, Administrative Fees, Subdivision Site Plan & Review Fees

- A. Site Plan Review:

Property Re-Zoning	\$250
Single & Multiple-Family (non-plat)	\$300 plus \$5.00 per lot
Cluster Housing Development	\$300 plus \$5.00 per unit
Mobile Home Park	\$400 plus \$5.00 per unit
Commercial Development	\$450 plus \$50.00 per acre/fraction
Industrial Development	\$400 plus \$50.00 per acre/fraction
Office Development	\$350 plus \$50.00 per acre/fraction
Institutional	\$300 plus \$50.00 per acre/fraction
Public/semi-public uses	\$300 plus \$50.00 per acre/fraction
Special Approval or Conditional Use	\$250 plus \$5.00 per acre/fraction
PUD/Mixed Use Review	\$500 plus \$50.00 per acre/fraction Consulting
Fees (All Reviews)	Actual consultant costs
Revisions	½ of original review fee
- B. Building and Zoning:

Swimming Pool Permit	\$25
Misc. Zoning Permit	\$25
Sidewalk Permit	\$25
Sign Permit	See Building Permits
Structure Movement Permit	\$95
Demolition Permit (Including ROW Permit)	\$150
Right of Way Permit	\$100
Home Occupation Permit	\$95
Variance Review	\$250 per variance
Lot Split/Combination: City Ordinance Section 16.2	\$150 plus \$5.00 per lot
Public or Private Road Plan Reviews	\$400 per mile/fraction
Consulting Fees	Actual consultant costs
Zoning Code	\$10 CD, \$25 Paper Copy

Engineering Standards Manual	\$10 CD, \$25 Paper Copy
Medical Marijuana Dispensary/Facility Review	\$500

C. <u>Subdivision Review</u>	
Preliminary Subdivision Review-Tentative	\$300 plus \$5.35 per lot
Preliminary Subdivision Review- Final	\$160 plus \$2.70 per lot
Final Plat Review	\$160 plus \$1.00 per lot

17. Chapter 1: Municipal Civil Infraction Fines

<u>Civic Infraction Citation Fines:</u>	
First Offense	\$100
Second Offense	\$200
Third Offense	\$300

<u>Civic Infraction Notice Fines:</u>	
First Offense	\$75
Second Offense	\$150
Third Offense	\$250

ADOPTION & REVISION HISTORY:

Resolution No. 050711-07	Dated July 11, 2005
Resolution No. 100208-06	Dated February 8, 2010
Resolution No. 101206-04	Dated December 6, 2010 (Water-Sewer-RTS)
Resolution No. 111114-05	Dated November 14, 2011 (Park Fees)
Resolution No. 110613-07	Dated June 13, 2011 (Water Fees)
Resolution No. 120611-05	Dated June 11, 2012 (Water Fees)
Resolution No. 120709-05	Dated July 9, 2012 (Bulk Water Fees)
Resolution No. 130610-09	Dated June 10, 2013 (Water Fees)
Resolution No. 130826-8A	Dated August 26, 2013 (K.W.A. Water Fees)
Resolution No. 140922-8B	Dated September 22, 2014 (Utility and MMD Fees)

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 140911-8D RECREATION PASSPORT GRANT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the proposal dated August 8, 2014, submitted by ROWE for the purpose of preparing and submitting a grant to the DNR, funds to be appropriated from 101-783.000 (Elms Park) and further direct the city manager to sign this proposal.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 140911-8E 2014-2015 FY DDA BUDGET

Motion by Councilmember: _____

I Move the Swartz Creek City Council, in accordance with the General Appropriations Act and Uniform Budgeting and Accounting Act, adopt the following 2014-2015 Fiscal Budget Amendment for Fund 248.

Total Estimated Revenues

74,618

Total All Funds Appropriations

74,509

GL NUMBER	DESCRIPTION	11-12 ACTIVITY	12-13 ACTIVITY	13-14 AMENDED BUDGET	13-14 ACTIVITY THRU 02/28/14	13-14 PROJECTED ACTIVITY	14-15 REQUESTED BUDGET
Fund 248 - Downtown Development Fund							
ESTIMATED REVENUES							
Dept 000.000-General							
248-000.000-402.000	Current Tax Revenue	0.00	0.00	0.00	0.00	0.00	73,108.00
248-000.000-412.000	Delinquent Tax Revenue	0.00	0.00	0.00	0.00	0.00	0.00
248-000.000-664.000	Interest Income	118.00	129.42	80.00	6.31	6.31	10.00
Totals for dept 000.000-General		118.00	129.42	80.00	6.31	6.31	73,118.00
Dept 173.000-DDA Administration							
248-173.000-677.000	Reimbursements	0.00	0.00	0.00	0.00	0.00	0.00
Totals for dept 173.000-DDA Administration		0.00	0.00	0.00	0.00	0.00	0.00
Dept 728.001-Farmers Market							
248-728.001-642.001	Sale of Market Bag	0.00	0.00	0.00	2.00	0.00	0.00
Totals for dept 728.001-Farmers Market		0.00	0.00	0.00	2.00	0.00	0.00
Dept 728.002-Streetscape							
248-728.002-597.000	Grants from Private Entities	0.00	0.00	0.00	0.00	0.00	0.00
248-728.002-677.000	Reimbursements	(154.00)	0.00	0.00	0.00	0.00	0.00
Totals for dept 728.002-Streetscape		(154.00)	0.00	0.00	0.00	0.00	0.00
Dept 728.004-Family Movie Night							
248-728.004-597.000	Grants from Private Entities	1,400.00	0.00	1,200.00	0.00	1,200.00	1,500.00
Totals for dept 728.004-Family Movie Night		1,400.00	0.00	1,200.00	0.00	1,200.00	1,500.00
Dept 931.000-Transfers IN							
248-931.000-699.101	Transfer In from Genl Fund	0.00	0.00	0.00	0.00	0.00	0.00
Totals for dept 931.000-Transfers IN		0.00	0.00	0.00	0.00	0.00	0.00
248 Fund Estimated Operating Revenues		1,364.00	129.42	1,280.00	8.31	1,206.31	74,618.00
248 Fund Estimated Project Revenues		0.00	0.00	0.00	0.00	0.00	0.00
248 Fund Total Estimated Revenues		1,364.00	129.42	1,280.00	8.31	1,206.31	74,618.00

GL NUMBER	DESCRIPTION	11-12 ACTIVITY	12-13 ACTIVITY	13-14 AMENDED BUDGET	13-14 ACTIVITY THRU 02/28/14	13-14 PROJECTED ACTIVITY	14-15 REQUESTED BUDGET
Fund 248 - Downtown Development Fund							
APPROPRIATIONS							
Dept 173.000-DDA Administration							
248-173.000-726.000	Supplies	520.26	69.97	250.00	0.00	100.00	100.00
248-173.000-745.000	Postage	53.74	29.02	50.00	0.92	30.00	30.00
248-173.000-801.000	Contractual Services	0.00	0.00	0.00	0.00	0.00	0.00
248-173.000-805.000	Bank Fees	0.00	0.00	100.00	0.00	100.00	100.00
248-173.000-825.000	Admin Services	2,500.00	0.00	2,500.00	0.00	2,500.00	2,500.00
248-173.000-900.000	Printing and Publishing	0.00	0.00	100.00	0.00	0.00	100.00
248-173.000-960.000	Education and Training	0.00	0.00	250.00	0.00	0.00	100.00
248-173.000-961.000	Miscellaneous	0.00	415.90	100.00	0.00	100.00	100.00
Totals for dept 173.000-DDA Administration		3,074.00	514.89	3,350.00	0.92	2,830.00	3,030.00
Dept 726.000-DDA Start Up							
248-726.000-801.000	Contractual Services	0.00	0.00	0.00	0.00	0.00	0.00
Totals for dept 726.000-DDA Start Up		0.00	0.00	0.00	0.00	0.00	0.00
Dept 728.000-Economic Development							
248-728.000-801.000	Contractual Services	0.00	0.00	0.00	0.00	0.00	44,000.00
248-728.000-961.000	Miscellaneous	0.00	0.00	0.00	0.00	1,000.00	0.00
Totals for dept 728.000-Economic Development		0.00	0.00	0.00	0.00	1,000.00	44,000.00
Dept 728.002-Streetscape							
248-728.002-726.000	Supplies	400.00	0.00	0.00	0.00	2,400.00	400.00
248-728.002-801.000	Contractual Services	0.00	0.00	0.00	0.00	0.00	18,929.00
Totals for dept 728.002-Streetscape		400.00	0.00	0.00	0.00	2,400.00	19,329.00
Dept 728.003-Facade Program							
248-728.003-726.000	Supplies	0.00	0.00	0.00	0.00	0.00	0.00
248-728.003-801.000	Contractual Services	0.00	0.00	0.00	0.00	0.00	5,000.00
Totals for dept 728.003-Facade Program		0.00	0.00	0.00	0.00	0.00	5,000.00
Dept 728.004-Family Movie Night							
248-728.004-726.000	Supplies	0.00	49.99	500.00	0.00	500.00	250.00
248-728.004-801.000	Contractual Services	2,226.00	3,056.00	2,400.00	1,909.00	2,400.00	2,400.00
248-728.004-900.000	Printing and Publishing	337.50	359.00	500.00	0.00	500.00	500.00
Totals for dept 728.004-Family Movie Night		2,563.50	3,464.99	3,400.00	1,909.00	3,400.00	3,150.00
248 Fund Estimated Operating Appropriations		6,037.50	3,979.88	6,750.00	1,909.92	9,630.00	74,509.00
248 Fund Estimated Project Appropriations		0.00	0.00	0.00	0.00	0.00	0.00
248 Fund Estimated Total Appropriations		6,037.50	3,979.88	6,750.00	1,909.92	9,630.00	74,509.00

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 9/8/2014**

The meeting was called to order at 7:00 p.m. by Mayor Krueger in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Invocation and Pledge of Allegiance to the Flag.

Councilmembers Present: Abrams, Gilbert, Hicks, Hurt, Krueger, Porath, Shumaker.

Councilmembers Absent: None.

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

Others Present: Boots Abrams, Tommy Butler, Bud Grimes, Keith Grimes, Pat Grimes, Shirley Oliver, Ron Schultz, Bob Plumb, Rick Ballreich, Betty Binder, Craig Culinski.

Chief Clolinger introduced the two new full-time police officers; Officer Blain Adkins and Officer Steve McFadden, to the council.

APPROVAL OF MINUTES

Resolution No. 140908-01

(Carried)

Motion by Councilmember Porath
Second by Councilmember Hurt

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held Monday, August 25, 2014 to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 140908-02

(Carried)

Motion by Mayor Pro-Tem Abrams
Second by Councilmember Shumaker

I Move the Swartz Creek City Council approve the Agenda as amended, for the Regular Council Meeting of September 8, 2014, to be circulated and placed on file.

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

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 140908-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

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

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

MEETING OPENED TO THE PUBLIC

Chief Rick Clolinger and Mundy Township Chief Dan Atkinson made a presentation about Regional Police Services.

Tommy Butler, 40 Somerset, spoke about the shared services presentation. Mr. Butler stated that he agrees that politics will play a role in the outcome. Mr. Butler stated that he feels that it is moving way too fast. Mr. Butler asked how shared services would work with the city charter.

5 minute recess was called.

COUNCIL BUSINESS

Appropriation and Bid Award, C.D.B.G. Streetscape Improvements

Resolution No. 140908-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

WHEREAS, on April 28, 2014, the City of Swartz Creek directed the city engineer to design and oversee construction of a parking lot & streetscape enhancement project for property owned by the city on Morrish Road, north of the Miller Road intersection, said services to be funded with a general fund allocation of \$4,335 towards project design and construction engineering; and

WHEREAS, the construction scope of the project was approved to correspond to the Community Development Block Grant funds available to the city, an amount equal to \$29,101 at that time; and

WHEREAS, the Genesee County Regional Planning Commission has additional funds available for this purpose, and the city applied to capture said funds; and

WHEREAS, the new funding amount expected to be available from the CDBG source is \$60,450 for construction and \$4,335 for engineering; and

WHEREAS, the city's engineer increased the project scope accordingly; and

WHEREAS, the enhancement improvements were let to bid by the City's Engineer, Rowe Professional Services, Inc., and bids were opened and tabulated on Wednesday September 3, 2014 with the low bidder being Oak Construction Corporation, in the amount of \$56,490, total project costs as follows:

Construction	\$ 56,490
Design Engineering	\$ 4,335
Project Total:	\$ 60,825
Less C.D.B.G. Funds	-\$ 64,785
City Match:	-\$ 3,960*

*This negative figure represents contingency. No excess funds will be paid to the city.

WHEREAS, after the checking of references, the city's engineer recommends approval of the low bid.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby accepts the low bid from Oak Construction, and appropriate an amount not to exceed \$56,490 plus 10% contingency, funds to be allocated from 101 General Fund with re-imbursement for said costs expected at a capped amount of \$60,450.

Discussion Took Place.

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

Springbrook East Proposal Approval

Resolution No. 140908-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Hurt

WHEREAS, the city acquired a total of 12 vacant units from street paving special assessment projects in Springbrook East in December, 2011, including the following units:

Springbrook East Units			
Parcel Number	Number	Property Address	Owner

58-36-676-039	0	LINDSEY DR	City Swartz Creek
58-36-676-040	0	LINDSEY DR	City Swartz Creek
58-36-676-041	0	LINDSEY DR	City Swartz Creek
58-36-676-042	0	LINDSEY DR	City Swartz Creek
58-36-676-043	0	LINDSEY DR	City Swartz Creek
58-36-676-044	0	LINDSEY DR	City Swartz Creek
58-36-676-051	0	LINDSEY DR	City Swartz Creek
58-36-676-053	0	LINDSEY DR	City Swartz Creek
58-36-676-054	0	LINDSEY DR	City Swartz Creek
58-36-676-055	0	LINDSEY DR	City Swartz Creek
58-36-676-056	0	LINDSEY DR	City Swartz Creek
58-36-676-064	0	RUSSELL DR	City Swartz Creek

WHEREAS, the city has determined that a public purpose exists for obtaining the lots, being control and guarantee for the collection of the special assessment fees, the preservation of property values for the existing homes in the subdivisions and the resolve of underground utility and storm-surface water issues; and

WHEREAS, the city previously found that the long term intent is to sell the lots to recover assessment costs and other administrative costs that may occur and to preserve property values consistent with the findings within this resolution; and

WHEREAS, the city issued a request for proposals to develop these units and has subsequently had the proposals reviewed by a committee; and

WHEREAS, the committee established by council recommends sale of the units to Woodside Builders, with certain conditions; and

WHEREAS, this recommendation has been affirmed by members of the Springbrook East home owners' association board; and

WHEREAS, the Swartz Creek City Council approved the sale of all twelve units in Springbrook East to Woodside Builders, Inc. in accordance with the quit claim deeds attached at a regular meeting of the city council on July 28, 2014, subject to certain conditions and a 30 day public inspection and review period; and

WHEREAS, the required public inspection and review period has terminated, and no comments have been made verbally or in writing on this matter.

NOW, THEREFORE BE IT RESOLVED, that the city council affirms the sale via purchase agreement and quit claim deed of all 12 units to Woodside Builders, Inc. under the terms and conditions set by resolution No. 140728-07.

BE IT FURTHER RESOLVED, that the city council authorizes the establishment of an escrow account, to be funded by the buyer in the amount of \$3,500 per unit sale, for the purpose of completing the unfinished Phase One infrastructure improvements, including the capping of the streets, and hereby authorizes Woodside to engage a contractor to complete said improvements under the supervision and approval of the city's engineer.

Discussion Ensued.

YES: Porath, Shumaker, Abrams, Gilbert, Hicks, Hurt, Krueger.

NO: None. Motion Declared Carried.

Street Usage Permit, Annual School Homecoming Football Parade

Resolution No. 140908-06

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Gilbert

I Move the City of Swartz Creek approve the application of the Swartz Creek Student Council to conduct their annual High School Homecoming Parade on Friday, September 26, 2014 from 4:30 pm to 6:30 pm. Parade route as follows:

Crapo/Maple, Northbound to Miller
Miller Westbound to Fairchild
Fairchild Southbound to Middle School

Under the direction and control of the office of the Chief of Police and in accordance with the stipulations and conditions set forth in the permit and application.

Discussion Took Place.

YES: Shumaker, Abrams, Gilbert, Hicks, Hurt, Krueger, Porath.

NO: None. Motion Declared Carried.

Commission Appointment

Resolution No. 140908-07

(Carried)

Motion by Councilmember Porath
Second by Councilmember Hurt

I Move the Swartz Creek City Council affirm the nomination of the Mayor and appoint Mr. Fred Pajtas to the Swartz Creek Zoning Board of Appeals, as an alternate, to finish a three year term expiring on June 30, 2017.

Discussion Ensued.

YES: Abrams, Gilbert, Hicks, Hurt, Krueger, Porath, Shumaker.

NO: None. Motion Declared Carried.

MEETING OPEN TO THE PUBLIC:

None.

REMARKS BY COUNCILMEMBERS:

Councilmember Porath stated that he doesn't feel the city is rushing into the possibility of shared services, but that it is a long project and many things need to be done. Councilmember Porath stated that he doesn't feel the council needs to meet with the Mundy Township board at this time. Mr. Porath stated that he feels they need to gather more information first.

Councilmember Shumaker spoke about the parking lot repairs. Mr. Shumaker stated that he feels a railing is needed for safety issues at the rear of the fire department. Mr. Shumaker asked if a separate sewer lead for each condo unit was in place. Mr. Shumaker spoke about retention/detention basins, asking if there was an inspection plan in place. Mr. Shumaker stated that the house demolition on Third Street looks like an ongoing scrapyard.

Councilmember Gilbert spoke about the retention pond near Burger King stating that it looks bad. Mr. Gilbert also spoke about the mess at the Third Street demolition. Mr. Gilbert stated that the light pole in his yard is finally in.

Councilmember Hurt spoke about the shared services presentation. Mr. Hurt also stated that he feels a joint meeting with Mundy Township is not needed at this time.

Mayor Pro-Tem Abrams agreed on waiting a bit longer for a joint meeting. Mr. Abrams spoke about the Small Cities and Villages meeting that he attended. Mr. Abrams spoke about who the Chief of Police is directed by, according to the charter. Mr. Abrams stated that the parking lots look great.

Mayor Krueger spoke about speaking at a fire chief's memorial recently as well as at the high school.

Adjournment

Resolution No. 140908-08

(Carried)

Motion by Councilmember Shumaker

Second by Mayor Pro-Tem Abrams

I Move the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 9:00 p.m.

YES: Unanimous Voice Vote.

NO: None. Motion Declared Carried.

David A. Krueger, Mayor

Juanita Aguilar, City Clerk



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

- DIVISION OF -

WATER & WASTE SERVICES

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

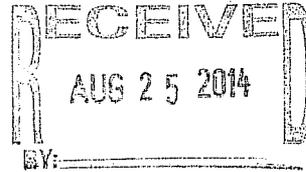
JEFFREY WRIGHT
COMMISSIONER

August 20, 2014

To: The Governing Bodies of each of the
Communities Served by the
Genesee County Water Supply System

Attention: Clerk

Re: Notice of Rates to be Charged for
Water Supply for all Bills Rendered
On and After October 2, 2014



Dear Ladies and Gentlemen:

The water rates as proposed by DWSD for the 2014/2015 year have been approved. Their rates became effective on all water used on and after July 1, 2014.

After reviewing the DWSD rate increase, the County Agency recommended an increase of 51¢ per 100 cubic feet of water used. We have enclosed an executed rate sheet for your convenience.

The rate will become effective on all water bills issued by the County Agency after October 2, 2014. Those bills prepared before and issued on September 1 will not include the new rate. Wholesale customers' first bill would be October 10 and retail customers on November 1, 2014.

Once the rate increase is approved by each local community, our retail customers need to give us 20 day notice of rate change. If you would like your rate change to be effective October 1, we need notification by September 10. If, for example, your ordinance requires 90 day notice for rates, you must begin the process in June. As always, our office is available to assist you in adjusting your water rates to cover the increase.

Should you have any questions or need further comments, do not hesitate to contact this office.

Sincerely,

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



GENESEE COUNTY WATER SUPPLY SYSTEM
 RATES FOR SERVICE FOR WATER BILLS RENDERED
 ON AND AFTER OCTOBER 2, 2014

The rates to be charged for water furnished by the System shall be as hereinafter set forth. Water to be furnished by the System shall be measured by a meter or equivalent meters, installed and controlled by the County. Charges for water service will be made for water furnished based upon monthly, bimonthly, and quarterly billings as set forth herein.

I. RATES BASED ON SUMMATION OF INDIVIDUAL METER READINGS (MONTHLY CHARGES)

<u>Meter Size - Inches</u>	<u>Readiness to Serve Charge</u>	<u>Irrigation Meters</u>
5/8	\$ 15.00	\$15.00
3/4	\$ 22.50	3/4 or larger \$22.50
1	\$ 37.50	
1-1/2	\$ 75.00	
2	\$ 120.00	
3	\$ 262.50	
4	\$ 375.00	
6	\$ 750.00	
8	\$ 1,200.00	
10	\$ 1,800.00	
12	\$ 3,225.00	

(Irrigation meters are an automatic charge May 1 through October 31 or any quarter that usage is recorded) Rate becomes effective on date signed.

I. A. Indirect Rates

<u>Meter Size - Inches</u>	<u>Readiness to Serve Charge</u>	<u>Irrigation Meters</u>
5/8	\$ 14.00	\$14.00
3/4	\$ 21.00	3/4 or larger \$21.00
1	\$ 35.00	
1-1/2	\$ 70.00	
2	\$ 112.00	
3	\$ 245.00	
4	\$ 350.00	
6	\$ 700.00	
8	\$ 1,120.00	

II. RATES BASED ON MASTER METER READINGS

A. MONTHLY

<u>Equivalent Meters</u>	<u>Readiness to Serve Charge @ \$92.36 / eq. meter</u>
25	\$ 2,309.00
50	\$ 4,618.00
80	\$ 7,388.80
120	\$ 11,083.20
165	\$ 15,239.40
215	\$ 19,857.40
320	\$ 29,555.20

The number of equivalent meters is based on the peak monthly flow from the prior calendar year. An equivalent meter size will be determined based on the peak monthly flow being 75% of the meter capacity. The meter capacity and number of capacity equivalent meters will be based on current AWWA standards. The meter size and number of equivalent meters will be based on standard meter sizes, with a minimum of 25 equivalent meters.

III. COMMODITY CHARGES (applies to both Individual and Master Meters):

The total commodity charge is \$4.45 per 100 cubic feet. This sum is the total of \$1.70 per 100 cu.ft. plus the DWSD commodity charge, which is charged via the City of Flint and is currently estimated at \$2.75 per 100 cu. ft.

IV. QUARTERLY RATES (applies to Individual Meters):

Multiply readiness to serve charge by three.

V. WATER STATION RATES

The commodity charge for watering is \$5.32 per 100 cubic feet (0.25 per 35 gallons). No Readiness to Serve charge. Accounts shall be billed monthly.

VI. HYDRANT METER RATES

The commodity charge is \$5.32 per 100 cubic feet. No Readiness to Serve charge. Accounts shall be billed within 30 days of use.

GENESEE COUNTY WATER SUPPLY SYSTEM
RATES FOR SERVICE FOR WATER BILLS RENDERED
ON AND AFTER OCTOBER 2, 2014

VII. COUNTY CAPITAL IMPROVEMENT FEE

The County will charge a Capital Improvement Fee of \$1,000 per unit based upon the Residential Equivalent Units prior to the issuance of a Water Permit (B-Permit). The County Agency shall collect the fee.

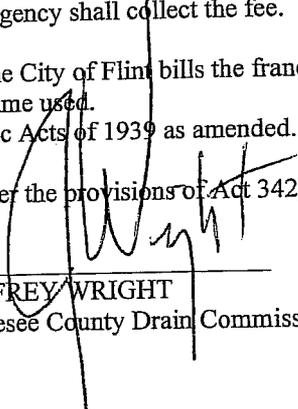
VIII. CITY OF FLINT FRANCHISE RATES

The County will add \$1.00 per month to the amount the City of Flint bills the franchise customers for each ⁵/₈-inch meter equivalence plus \$0.10 per each 100 cubic feet of volume used.

The rates are established pursuant to Act 342 Michigan Public Acts of 1939 as amended.

Jeffrey Wright, Drain Commissioner, as County Agency under the provisions of Act 342, Michigan Public Acts of 1939, as amended.

Dated: 8-21-2014



JEFFREY WRIGHT
Genesee County Drain Commissioner, the County Agency

This rate increase is due to the increase we received from Detroit Water and Sewerage.



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

- DIVISION OF -

WATER & WASTE SERVICES

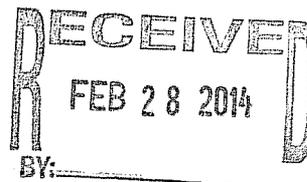
G-4610 BEECHER ROAD - FLINT, MICHIGAN 48532-2617

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

JEFFREY WRIGHT
COMMISSIONER

February 26, 2014

To: The Governing Bodies of each of the
Communities Served by the Drain Commissioner's Office
Division of Water and Waste Services



Attention: Clerk

Re: I & T Rates 2014- 2019
Districts 1, 2, 4 and 5

Dear Ladies and Gentlemen:

On February 19, 2014, the Advisory Committee reviewed and gave their recommendation of approval of new sewer rates to the Drain Commissioner. The Drain Commissioner has accepted their recommendation and has approved the new sewer rates effective July 2, 2014, for the I & T sewer system, which serves your community.

The County has adopted a 5-year rate structure system. Rather than annual increases, the County sets rates on a 5-year basis. This allows for a stabilization of rates over that period. Therefore, the rates are established for 2014 through 2019. Find enclosed the new rate sheet. Only Sections 1A, 1B, and 1C have changed.

The Chart below compares the existing to the increase:

	<u>Existing</u>	<u>Budget Subcommittee Recommendation</u>
RTS (per unit)	\$3.414	\$4.67
Commodity (per 100 cf)	\$1.658	\$1.82
Flat Rate (per unit)	\$24.14	\$27.43
Bulk (per 100 cf)	\$1.912	\$2.07

This represents approximately a 13 1/2 percent rate increase. This is the first increase for the I & T rate since 2007.

Please remember, these are the charges to the local municipality. Each municipality needs to evaluate these rates and the rate structure and determine the necessary changes required for their rates and the savings they will pass on to their individual customers.

We would be pleased to assist you in the preparation of the adjustments that you may wish to make. For those customers who have contracted with the County for billing services, we will need your rate information by the 15th of the month prior to the month of implementation. For example, if you wish to update your rate for July 2, 2014, we need your Council/Board approval rate by June 15, 2014, to allow us time to implement. If there are any questions relative to the rate adjustment, please contact this office.

Sincerely,

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



NOTICE OF RATE CHANGE

RATES AND CHARGES TO BE MADE TO THE MUNICIPALITIES SERVED BY THE GENESEE COUNTY SEWAGE DISPOSAL SYSTEM INTERCEPTOR AND TREATMENT FACILITIES (DISTRICTS 1, 2, 4, 5) EFFECTIVE WITH THE BILLINGS TO BE SENT ON OR AFTER JULY 2, 2014

I. RATES:

- A. Where individual water meter readings are available, the readings shall be used as the basis for payment. The rate charge shall be based on the water consumption measured by the accumulation of these individual water meter readings and shall be \$1.82 per 100 cubic feet of water consumed or \$2.43 per 1,000 gallons of water consumed, plus a minimum charge of \$4.67 per month (\$14.01 per quarter) per unit.
- B. Where community bulk sewer meter readings are available, the readings shall be used as a basis of payment. The rate charge shall be based on sewer discharged through a meter directly into the county interceptor and shall be \$2.07 per 100 cubic feet (or \$2.77 per 1,000 gallons) of sewage received, plus a minimum charge of \$500.00 per month.
- C. For all other connections having an unmetered water supply, the rate shall be \$27.43 per unit per month (\$82.29 per quarter) based upon the Residential Equivalent Units (REU) set forth below:

USAGE

REU

Auto Dealers.....	.40 per 1000 sq. ft.
Barber Shops .....	.08 per chair
Bar .....	.06 per seat
Beauty Shops .....	.30 per booth
Boarding Houses .....	.20 per person
Boarding Schools .....	.35 per person
Bowling Alleys (No Bars/Lunch Facilities).....	.20 per alley
Car Wash	10.00 single production
Churches .....	.01 per seat
Cleaners (Pick-up Only) .....	.06 per employee
Cleaners (Pressing Facilities)	1.25 per press
Clinics (minimum assignment – 1 unit/profession) .....	.65 per doctor
Convalescent Homes .....	.30 per bed
Convents .....	.25 per person
Country Clubs .....	.10 per member
Drug Stores (With Fountain Service) .....	.10 per seat
Factories (exclusive of excessive industrial use) .....	.50 per 1,000 sq. ft.
Fraternal Organizations (Members Only)	1.25 per hall
Fraternal Organizations (Members & Rentals)	2.50 per hall
Grocery Stores & Super Markets	1.10 per 1,000 sq. ft.
Hospitals	1.40 per bed
Hotels .....	.25 per bed
Laundry (Self Service) .....	.50 per washer
Motels .....	.25 per bed
Multiple Family Residence	1.00 per unit
Office Building .....	.60 per 1,000 sq. ft.
Public Institutes (Other than Hospitals) .....	.40 per employee
Restaurants (Dinner and/or Drinks) .....	.16 per seat
Rooming Houses (No Meals) .....	.167 per person
Schools (Cafeteria without Showers and/or Pool)	1.50 per classroom
Schools (Showers and/or Pool)	2.00 per classroom

USAGE

Schools (Gym & Cafeteria)	<u>REU</u> 2.50 per classroom
Service Stations .....	.30 per pump
Snack Bars, Drive-ins .....	.10 per seat &/or stall
Store (other than specifically listed) .....	.20 per employee
Swimming Pool	3.50 per 1,000 sq. ft.
Theaters (Drive-Ins)	0.1 per car space
Theaters (Inside with Air Conditioning) .....	.0001 x weekly hours of operation x seats
Tourist Courts (Individual Bath Units) .....	.27 per cubical
Trailer Parks (Central Bath Houses) .....	.35 per trailer
Trailer Parks (Individual Baths)	1.00 per unit
Trailer Parks (Individual Baths Seasonal Only) .....	.50 per unit
Warehouses .....	.10 per 1,000 sq. ft.

II. INFLOW AND INFILTRATION

A. Fee

Each community shall pay additional fees for excess inflow and infiltration delivered to the County interceptor for treatment. Excess inflow and infiltration shall be considered to be any flow in excess of two (2) times the annual average flow. If a 25-year storm event results in excess flows, no fee shall be collected by the County Agency.

The fees shall be as follows:

Volume from 2 to 2.5 times the community average flow	\$0.60 per 100 cubic feet
Volume from greater than 2.5 to 3 times the community average flow	\$0.90 per 100 cubic feet
Volume greater than 3 times community average flow	\$1.20 per 100 cubic feet

B. Penalty

For each event in which a community's flow exceeds three (3) times the community's average flow, the community will pay a \$5,000.00 penalty to the County Agency. The funds will be returned to the community on a dollar per dollar basis for each dollar spent on removing / eliminating inflow and infiltration in their collection system.

III. CHARGES:

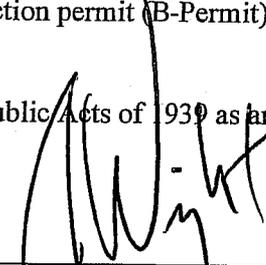
A. County Capital Improvement Fee

The County will charge a Capital Improvement Fee of \$1,000.00 per unit based upon the "Table of Unit Factors" prior to the issuance of a sanitary connection permit (B-Permit). The County Agency shall collect the fee.

The rates are established pursuant to Act 342 Michigan Public Acts of 1939 as amended.

Dated: 2/26/14

City Council Packet



 JEFFREY WRIGHT
 Genesee County Drain Commissioner
 The County Agency

September 22, 2014

Adam Zettel

From: Randy Haney <rhane@arealtors.net>
Sent: Tuesday, June 24, 2014 5:14 PM
To: azettel@cityofswartzcreek.org
Subject: Vacant Lot Offer to Purchase - Miller Rd

Adam,

The purchaser Justin Ellison, of 7168 Miller Rd, Swartz Creek, MI is interested in purchasing the lot from the city next to his new home on the west side of him.

He is a young single man who has just graduated from college recently and has begun working. He is in the process of remodeling the home he purchased.

I had heard the lot next to him was been given back to the city for property taxes and thought if the city wanted to sell it, Justin Ellison would be interested possibly in purchasing it. He really doesn't need it, as he works most of the time with his career and I know he doesn't plan on building on it either.

If the city of Swartz Creek would like to sell it, Justin has offered \$1,000 with being responsible for only those property taxes, fees, etc. from the date of closing.

I would arrange the closing for you through a local title company. Cash sales usually require a fee of \$250 with most title companies. I may be able to get that reduced. The rest of the fees for seller would be very little and I will not charge any fees for my assistance, (just to clarify). With most cash sales, the buyer and seller split the closing fee. In this case you could just give the buyer a price and have him pay all the necessary recording and closing fees.

I would write the purchase agreement and follow it through to closing for you. I have done similar favors with Clayton township recently and would be glad to assist you and Justin with this sale and closing as well.

Thanks so much!

Randy Haney, ABR, CRB, CRS

Principal Associate Broker
American Associates, Inc. Realtors
Cell ph. 810-691-4124
Toll Free: 888-733-3333



<http://www.aaarealtors.net>
rhane@aaarealtors.net

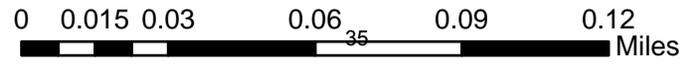
Over 130 Million in Personal Real Estate Sales

Celebrating our Company's 30th Year with Over 10,000 Clients and Over 1 Billion Dollars of Local Real Estate Sales in Genesee and Surrounding Counties. Experienced, Knowledgeable, Professional Realtors with a Proven Track Record of Highly Successful Home Sales, Anxiously Awaiting the Opportunity to Assist You.



City of Swartz Creek

City Owned Outlot



September 22, 2014



Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
GENESEE COUNTY TREASURER	CITY OF SWARTZ CREEK	0	08/15/2012	QC	QUIT CLAIM	20120817006668		100.0
CITY OF SWARTZ CREEK	GENESEE COUNTY TREASURER	0	04/02/2012	IV	INVALID SALE	20120501004507		0.0
WOODSIDE BUILDERS INC	CITY OF SWARTZ CREEK	0	01/17/2012	QC	QUIT CLAIM	20120210000778		100.0
WOODSIDE CENTRAL LLC	WOODSIDE BUILDERS INC	0	06/12/2006	QC	INVALID SALE	20060614005		0.0

Property Address	Class: EXEMPT VACANT	Zoning: R-4	Building Permit(s)	Date	Number	Status
MILLER RD	School: SWARTZ CREEK					
	P.R.E. 0%					
Owner's Name/Address	MAP #:					
CITY OF SWARTZ CREEK 8083 CIVIC DRIVE SWARTZ CREEK MI 48473		2014 Est TCV 0				

Improved	X	Vacant	Land Value Estimates for Land Table 00004.00004 MILLER/MORRISH SEC 1 & 36					
Public Improvements			* Factors *					
Description	Frontage	Depth	Front	Depth	Rate	%Adj.	Reason	Value
'C' FRONTAGE	60.00	300.00	1.1362	1.0000	170	82	UNBUILDABLE	9,503
60 Actual Front Feet, 0.41 Total Acres					Total Est. Land Value =			9,503

Tax Description	Dirt Road	Gravel Road	Paved Road	Storm Sewer	Sidewalk	Water	Sewer	Electric	Gas	Curb	Street Lights	Standard Utilities	Underground Utils.	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
LOT B WRAY ACRES 84-0000-000														2014	EXEMPT	EXEMPT	EXEMPT			EXEMPT
Comments/Influences														2013	EXEMPT	EXEMPT	EXEMPT			EXEMPT
														2012	1,000	6,000	7,000	1,000M		1,000C
														2011	9,800	0	9,800			5,304C

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



Adam Zettel, AICP

City Manager

810.287.2147

azettel@cityofswartzcreek.org

Date: September 18, 2014

To: Justin Ellison
From: Adam Zettel
RE: Sale of city lot

Mr. Ellison:

You are receiving this letter because you own property adjacent to an out lot that is owned by the City of Swartz Creek. The city acquired this lot a few years ago because there was a county sewer initiative that included plans to bury a regional transmission line under a portion of this property. Those plans are no more, and the city is interested in selling this lot.

Information on this lot, including a map, is enclosed with this letter. Since the lot has little value to the public, the city desires to investigate interest by others in acquiring it. Because the lot is not buildable, the likely buyers are limited to the adjacent property owners. If you are interested in purchasing this lot, the city is taking 'final and best' offers in writing. The minimum offer that will be considered at this time for the entire lot is \$1,000.

It is expected that the lot would be transferred by a quit claim deed, with the city retaining a thirty (30) foot easement for the purpose of owning, operating, and maintaining an existing storm sewer. The city is not opposed to splitting this lot if there is interest in doing so from both adjacent property owners with Miller Road frontage.

Please don't hesitate to contact me on this matter if you have questions about the property or the process of placing an offer on the property. Please submit any such offer on or before September 1, 2014.

Sincerely,

Adam H. Zettel, AICP
City Manager
City of Swartz Creek

8083 Civic Drive

Swartz Creek Michigan 48473

Phone: (810)-635-4464

Fax: (810)-635-2887

www.cityofswartzcreek.org

<ftp://cityofswartzcreek.org>



THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.
Flint Area Association of REALTORS® - Purchase Agreement



1. AGENCY AGREEMENT - The Buyer(s) are in receipt of the Agency Disclosure Form and acknowledge selecting the following agency representation with Selling Broker as marked below:

- Seller's Agent, Buyer's Agent, Transaction Coordinator, Designated Seller's Agent, Designated Buyer's Agent, Dual Agent Representing both the Seller(s) and the Buyer(s)

2. OFFER TO PURCHASE - The undersigned, hereinafter known as "Buyer(s)" hereby agrees to purchase property listed with American Associates, Inc., the property commonly known as: VL Miller Rd, Swartz Creek, MI and legally described as: Lot B Wray Acres

(Property size and square footage of all structures located herein are approximate and not guaranteed.) Tax I.D.# 58-36-578-018 and located in the City 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 therefore, the sum of ONE THOUSAND dollars (\$ 1,000).

3. 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.

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 [date]. In the event the Buyer(s) or Buyer(s) Agent does not provide the seller(s) Agent with verified funds by the date provided, the seller(s) may terminate this agreement by a written notice to the Buyer(s) or Buyer(s) Agent.

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 FHA, VA, Conventional, or Other mortgage, at no cost to the Seller(s) unless agreed to in writing, amortized for no less than [years] years, in the amount of [%] % of purchase price, which Buyer(s) agrees to make written application by (Date) [date], at [time] (AM, PM). Buyer(s) IS, IS NOT, Pre-approved, Pre-qualified through (Lender name) [lender name].

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) or Buyer(s) Agent.

Buyer(s) hereby authorizes their lender to disclose all material facts regarding loan information to the Listing and Selling REALTORS® that are involved in this transaction. Buyer(s) Initials [initials]

Buyer(s) or Buyer(s) Agent to provide Seller(s) or Seller(s) Agent with a written *mortgage commitment* (Definition: 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) [date], at [time] (AM, PM). In the event Buyer(s) or Buyer(s) Agent does not provide the Seller(s) or Seller(s) Agent 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) or Buyer(s) Agent.

Buyer(s) or Buyer(s) Agent to provide Seller(s) or Seller(s) Agent with a written *clear to close* (Definition: All approval conditions have been satisfied, the loan is approved and funds are available to close.) by (Date) [date], at [time] (AM, PM). In the event Buyer(s) or Buyer(s) Agent does not provide the Seller(s) or Seller(s) Agent 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) or Buyer(s) Agent.

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 MORTGAGE(S) OR LAND CONTRACT(S) TO WHICH THE PROPERTY IS SUBJECT, UNLESS OTHERWISE AGREED TO BY THE LENDOR 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 taxes 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) or Buyer(s) Agent.

4. SELLER CONTRIBUTIONS - At close of sale, in addition to Seller's normal closing cost(s), Seller hereby agrees to pay the following from their proceeds on behalf of the buyer: 0 % of sales price or \$ NA, toward Buyer closing costs, pre-pays, escrows, buyer agency fee, and other Lender costs.

5. CLOSING FEES - When the sale is either Cash or Seller Financed, the closing fee charged by the closing agent shall be divided equally (50/50) between the Buyer and Seller. When the sale is lender financed the closing fee charged by the closing agent shall be paid in full by the buyer.

6. PURSUANT TO THE ABOVE IDENTIFIED TERMS OF PURCHASE, SELLER(S) AND BUYER(S) AGREE TO CLOSE ON OR BEFORE 9-30-14 (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.

7. 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: _____ NA

See attached Bill of Sale / Personal Property Statement

8. TITLE – As evidence of title, Seller(s) agrees to furnish Buyer(s) at Seller(s)'s cost, a title commitment and after closing, a policy of title insurance 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.

9. POSSESSION – Possession to be given immediately following closing; up to _____ 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. Seller(s) further agree and authorize said REALTOR® to retain and deposit in REALTOR®’S or designee’s Trust Account, monies agreed upon during Seller(s)’s occupancy. Seller(s) further authorizes said REALTOR® or designee to disburse said funds necessary following possession, paying to Buyer(s) the amount due and returning to Seller(s) the unused portion as determined by date property is vacated and keys surrendered to Buyer(s) or the Listing REALTOR® and further paying the final water and sewer bill, if applicable, and disbursing remaining funds to the Seller(s). **The parties acknowledge that the REALTOR®(s) has no obligation implied or otherwise for seeing that the premises are vacated on the date specified or for the condition of the premises, etc., but is acting only as an escrow agent for holding of the occupancy deposit. If possession is for more that 50 days occupancy money is to be released in 30-day increments, if requested by Buyer(s).**

9a. At the time of possession, the Seller(s) will have the property free and clear of trash and debris and will be 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.

9b. Any notification received by the Seller(s) pertaining to the property must be disclosed to the Buyer(s) prior to closing.

9c. 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.

10. TAXES – TAXES ARE PRO-RATED 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: NO TAX PRORATION, SELLER TO PAY ALL FEES, FINES, PENALTIES, TAXES WATER, & SEWER ASSESSMENTS OF ANY KIND DUE AND PAYABLE PRIOR TO CLOSING.**

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.

11. 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: _____
AS IS

12. ALL REQUESTED INSPECTIONS AND TESTS BELOW MUST BE COMPLETED BY _____ UNLESS OTHERWISE AGREED TO BELOW. If not satisfied with the condition of the property, the Buyer(s) shall notify the Seller(s) and/or Seller(s)’s Agent 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)’s Earnest Money Deposit will be returned in full termination of this agreement.**

1. 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) _____

2. Yes No **SEPTIC TEST:** Sale subject to Buyer(s)’s receipt and satisfaction of septic test.

Test to be paid by: Seller(s) Buyer(s) _____

3. 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) _____
4. 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) _____
5. Yes No **INFESTATIONS 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) _____
6. 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) _____
7. Yes No **HOME INSPECTIONS:** Sale subject to Buyer(s) receipt and satisfaction of inspection.
 Inspection to be paid by: Seller(s) Buyer(s) To be completed by: _____

IF BUYER(S) ELECT TO WAIVE THEIR HOME INSPECTION OPPORTUNITY, they acknowledge that they are doing so against the advice of the REALTOR®(s) involved in this transaction. Initial _____

8. Yes No **OTHER INSPECTIONS OF:** _____
 Test to be paid by: Seller(s) Buyer(s) To be completed by: _____

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 \$ _____.

Yes No **HOME WARRANTY**

Paid for by: Seller Buyer

13. RECEIPT OF DISCLOSURES – Buyer(s) acknowledge that they have received copies of the following:

Agency Disclosure Lead Based Paint Seller(s)'s Disclosure Land Division Act, P.A. 87 Exempt under Sellers Disclosure Act #92 of 1993

14. FEES OR CONSIDERATIONS – Buyer(s) and Seller(s) hereby acknowledge notice of the fact that REALTOR®(s) may accept a fee consideration with regard to the placement of a loan, mortgage, home warranty, life, fire, theft, title insurance, casualty or hazard insurance arising from this transaction and expressly consent thereto as required by the provisions of rules promulgated under the Michigan Real Estate Licensing Law.

15. The Seller(s) and Buyer(s) agree that the terms of this transaction may be released to the Flint Area Association of REALTORS® for distribution according to the rules and regulations promulgated for distribution of the same.

16. "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.

17. BINDING ARBITRATION – Any claim or demand of Seller(s) or Buyer(s) arising out of the agreement but limited to any dispute over the disposition of any earnest money deposits or arising out of or related to the physical condition of any property covered by this agreement, including without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the American Arbitration Association for residential arbitration. This is a voluntary agreement between the Buyer(s), Seller(s) and REALTOR® Broker/REALTOR® agents. Failure to agree to

arbitrate does not affect the validity of this agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of Michigan law governing arbitrations, MCL 600.5001; MSA 27A.5001, as amended, and the applicable court rules, MCR 3.602, as amended. **This agreement is enforceable as to all parties and REALTOR® Broker(s) / REALTOR® Agent(s) who have agreed to arbitrate as acknowledged by their initials below.** The terms of this provision shall survive the closing.

Seller(s) Initials _____	Buyer(s) Initials _____
REALTOR® Broker(s) _____	REALTOR® Broker(s) _____
REALTOR® Agent(s) Initials _____	REALTOR® Agent(s) Initials _____

18. 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.

19. REALTOR'S® AUTHORIZATION – The undersigned REALTOR®(s) is hereby authorized to present this offer to the Seller(s), and to obtain the Seller(s)' signature to which written acceptance of this Purchase Agreement, when signed, and acceptance conveyed to the buyer, shall constitute a binding agreement between Buyer(s) and Seller(s). The Buyer(s) herewith deposits the sum of ONE DOLLAR----- Dollars (\$ 1.00) in the form of CASH , 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. Said deposit must be verified in REALTOR®'s account before deposit can be refunded to Buyer(s).

20. RECEIPT - REALTOR®, on this date, acknowledges receipt from the Buyer(s) of the amount of earnest money herein before mentioned. All deposits are to be held in the Selling REALTOR®'s trust account, 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: EARNEST MONEY DEPOSIT TO BE HELD BY CITY OF SWARTZ CREK

Date: 8-19-14 Office ID # 0279 1279 2279 Company: American Associates, Inc.
 By: RANDY HANEY SALESPERSON, Perm. ID #: (136257) Phone: 810.691.4124

21. 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, and both parties agree that neither party has relied on any representation of the REALTOR®, his/her REALTOR® salesperson(s) or REALTOR®'s agent(s) concerning the fitness and condition of the property. **The REALTOR® and his/her REALTOR® agent(s) assume no responsibility for the condition of the property or for the performance of the contract. The parties hereto hold harmless the real estate offices and agents for any adverse conditions.** We acknowledge that REALTOR®(s) are not acting as appraisers, builders, accountants, environmentalists, inspectors, tax advisors, or lawyers. **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.**

22. OTHER TERMS AND CONDITIONS - SELLER TO TRANSFER TITLE BY WAY OF SHERIFF OR QUIT CLAIM DEED. SELLER NOT PAYING FOR TITLE INSURANCE. PURCHASER CAN PURCHASE HIS OWN TITLE INSURANCE IF DESIRED. PURCHASER ACKNOWLEDGES THE SAID PARCEL BEING PURCHASED IS NOT BUILDABLE AND HAS UTILITY EASEMENT

23. 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) or Buyers Agent of Seller(s)'s 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.

Justin Ellison _____ S _____ X _____
 Buyer Print Name Marital Status Buyer Signature

Buyer Print Name _____ Marital Status _____ Buyer Signature _____
 Address: 7168 Miller Rd. City: SWARTZ CREEK State: MI Zip: 48113 Phone: 810-444-7221

Witness Signature _____ (Date) _____



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS



Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting in not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following duties to the client:
 - (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
 - (b) The performance of the terms of the service provision agreement.
 - (c) Loyalty to the interest of the client
 - (d) Compliance with the laws, rules and regulations of the state and any applicable federal statutes or regulations.
 - (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
 - (f) An accounting in timely manner of all money and property received by the agent in which the client has or may have an interest.
 - (g) Confidentiality of all information, obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent or the client.
- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following services to his or her client.
 - (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
 - (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell or lease the client's property or the property the client seeks to purchase or lease.
 - (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
 - (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
 - (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer, which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2) (b), (c), and (d) above may be waived by the execution of a limited service agreement.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller, which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2) (b), (c), and (d) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete the real estate transaction.

The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party. The transactional coordinator is not the advocate of either party and therefore has no obligation to "negotiate" for either party. The responsibilities of the transaction coordinator typically include:

- providing access to and the showing of the property.
- providing access to market information.
- providing assistance in the preparation of a buy and sell agreement which reflects the terms of the parties' agreement.
- presenting a buy and sell agreement and any subsequent counter-offers.
- assisting all parties in undertaking all steps necessary to carry out the agreement, such as the execution of documents, the obtaining of financing, the obtaining of inspections, etc.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE (Check One)

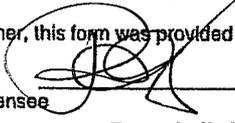
I hereby disclose that the agency status of the licensee named below is:

- Seller's agent (I will not be representing the buyer unless otherwise agreed in writing.)
- Seller's agent - limited service agreement
- Buyer's agent
- Buyer's agent - limited service agreement
- Dual agent
- Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- None of the above

AFFILIATED LICENSEE DISCLOSURE (Check One)

- Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

Licensee 
Randall A Haney

Date _____
8-18-14

ACKNOWLEDGEMENT:

By signing below, the parties confirm that they have received and read the information in this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers. **THIS IS NOT A CONTRACT.**

Potential: Buyer Seller

Date _____

Potential: Buyer Seller

Date _____

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that this form is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for the use or misuse of this form.



TRANSACTION COORDINATOR AGREEMENT

PROPERTY ADDRESS: Vacant Land - Miller Rd Parcel # 58-36-598-018

BUYER(s): Justin M. Ellison

SELLER(s): City of Swartz Creek

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party. The responsibilities of the transaction coordinator typically include:

- Providing access to and the showing of property
- Providing access to market information
- Providing assistance in the preparation of a buy and sell agreement which reflects the terms of the parties' agreement
- Presenting a buy and sell agreement and any subsequent counter-offers
- Assisting all parties in undertaking all steps necessary to carry out the agreement, such as the execution of documents, the obtaining of financing, the obtaining of inspections, etc.

Both Buyer(s) and Seller(s) acknowledge that American Associates, Inc., Realtors and its agents are not acting as agent of either party and therefore owes no fiduciary duty to either party.

† SELLER(s) agree to pay American Associates, Inc., Realtors \$ 0 at closing for assisting with this transaction.

† BUYER(s) agree to pay American Associates, Inc., Realtors \$ 0 at closing for assisting with this transaction.

Buyer:	<u></u>	Date	<u>8/19/14</u>	Seller:	<u>City of Swartz Creek</u>	Date	<u></u>
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Buyer:	<u></u>	Date	<u></u>	Seller:	<u></u>	Date	<u></u>
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Agent/Coordinator:	<u></u>	Date	<u></u>	Agent/Coordinator:	<u></u>	Date	<u></u>
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NOTE TO AGENT: Both Buyer(s) and Seller(s) need to sign "Disclosure Regarding Real Estate Agency Relationships" and attach to this form.

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT
CITY OF SWARTZ CREEK

THIS CONTRACT is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as "MDOT," and the City of Swartz Creek, a Michigan municipal corporation, hereinafter referred to as the "MUNICIPALITY."

RECITALS:

MDOT has affirmatively found that contracting with this MUNICIPALITY for the maintenance of state trunklines and bridges within its jurisdiction is in the best public interest; and

1925 PA 17 Section 2, MCL 250.61 *et seq*; authorizes MDOT to contract with the MUNICIPALITY for the construction, improvement, and/or maintenance of state trunkline highways. MDOT, subject to the approval of State Administrative Board, will do all acts or things necessary to carry out the purpose of 1925 PA 17 *supra*; and

MDOT has so advised the State Transportation Commission and the Appropriations Committee of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11(c), MCL 247.661(c).

It is agreed as follows:

Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES

The MUNICIPALITY will provide personnel, equipment, and facilities to maintain the state trunkline highways and provide the services required under the terms of this Contract. The MUNICIPALITY will furnish MDOT, upon request, with an organizational chart showing garage locations, names of supervisory personnel, and any other information incidental to the performance under this Contract.

Section 2. SCOPE OF WORK

- a. The MUNICIPALITY will perform maintenance work at the direction of MDOT'S Region Engineer or a designee of the REGION ENGINEER

hereinafter referred to as the "REGION ENGINEER" or, acting under the general direction of the ENGINEER OF OPERATIONS FIELD SERVICES DIVISION, hereinafter referred to as the "ENGINEER OF OPERATIONS". Work for the Operations Division, including permit issuance and inspection, under this Contract will be performed in accordance with accepted maintenance practices on those sections of state trunkline highway as identified in a written Letter of Understanding.

- i. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the MUNICIPALITY. The letter shall remain in effect until either replaced or modified by the REGION ENGINEER and approved by the MUNICIPALITY. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes.
 - ii. The executed Letter of Understanding and all subsequent approved revisions thereto, is incorporated herein by reference as if the same were repeated in full herein.
 - iii. If the MUNICIPALITY is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the MUNICIPALITY will immediately notify MDOT. MDOT will work with the MUNICIPALITY to ensure that the services defined in the Letter of Understanding are performed.
- b. Whenever the MUNICIPALITY performs permit assistance and inspection on behalf of MDOT:
- i. MDOT will require as a condition of the issuance of all permits as to which the MUNICIPALITY will perform services for MDOT, pursuant to this Contract, that the Permittee save harmless the State of Michigan, the Transportation Commission, the Department of Transportation and all officers, agents and employees thereof and the MUNICIPALITY, its officials, agents and employees against any and all claims for damages arising from operations covered by the permit.
 - ii. MDOT, for all permit activities for which it wishes the MUNICIPALITY to perform permit services for the DEPARTMENT pursuant to this Contract, will further require that

the Permittee, except as to permits issued to governmental entities and public utilities or unless specifically waived by the MUNICIPALITY in writing, provide comprehensive general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X, C, & U, and contractor's protective liability with a blasting endorsement when blasting is involved or commercial general liability insurance that includes all the above, naming as additional parties insured on all such policies the State of Michigan, the Michigan Transportation Commission, MDOT and all offices, agents and employees thereof, the MUNICIPALITY, its officials, agents and employees and that the Permittee provide to MDOT written proof of said insurance.

iii. The amounts of such insurance will be no less than the following:

Comprehensive General Liability:

Bodily Injury	--	\$500,000 each occurrence
	--	\$500,000 each aggregate
Property Damage	--	\$250,000 each occurrence
	--	\$250,000 each aggregate

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

c. Special maintenance work, work not covered by the Line Item Budget, and work for any other Division of MDOT (non-maintenance work) may be performed under the terms of this Contract only upon written authorization approved by the REGION ENGINEER. Emergency work may be performed based on verbal approval given by the REGION ENGINEER and subsequently supported in writing. Work performed by the MUNICIPALITY for any Division other than the Maintenance Division will be supervised by the Division issuing a state Transportation Work Authorization (TWA).

Transportation Work Authorizations (TWA's) may be issued by the REGION ENGINEER for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the MUNICIPALITY or a subcontractor as set forth in Section 9. TWA's will be performed in accordance with MDOT'S accepted maintenance practices and specifications as specified on the TWA. The MUNICIPALITY will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

The MUNICIPALITY and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic system (ITS). All such work will be listed in the Letter of Understanding, included in the line item budget and defined in a supplemental scope which will become an attachment to this contract.

The MUNICIPALITY shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.

The MUNICIPALITY and MDOT may also enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

- d. The REGION ENGINEER is authorized to issue written orders, as are necessary, for the performance of maintenance work under the provisions of this Contract.

Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The MUNICIPALITY will furnish sufficient personnel, equipment, and approved material as needed to perform maintenance on state trunkline highways. Personnel and equipment will be used on municipal streets and state trunkline highways as conditions warrant.

Section 4. CONTRACT ADMINISTRATOR

The MUNICIPALITY hereby designates _____ as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the contract. In the event the MUNICIPALITY desires to replace the Contract Administrator, the MUNICIPALITY will notify MDOT in writing.

Section 5. MAINTENANCE SUPERINTENDENTS AND CONTACTS

The MUNICIPALITY hereby designates, where applicable, the following:

Maintenance Superintendent (Streets): _____

Signal/electrical Superintendent: _____

Storm Sewer Superintendent: _____

Other (Specify): _____

who will supervise all work covered by this contract. In the event the MUNICIPALITY desires to replace the designated contacts, the MUNICIPALITY will notify MDOT in writing.

Section 6. WAGE SCHEDULE

Wages paid by the MUNICIPALITY for work on state trunkline highways will be the same as on street work for the MUNICIPALITY.

Premium Pay and Overtime Pay (specify under what conditions and percentage of regular rate paid if not specified in the attached labor agreement).

Pay for "show-up time" (Specify under what conditions and number of hours, if a minimum number is used and is not specified in the attached labor agreement).

No "stand by at home" pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the MUNICIPALITY for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers' compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as "EMPLOYEE BENEFITS," in accordance with Section 16.

Section 7. MATERIALS TO BE ACQUIRED AND MATERIAL SPECIFICATIONS

Material necessary for the performance of this Contract may, at the option of the MUNICIPALITY, be purchased by the MUNICIPALITY unless otherwise directed by the REGION ENGINEER. The MUNICIPALITY shall advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00) or if required by federal or state law.

The MUNICIPALITY shall retain documentation that such bids were taken for at least three (3) years following final payment made for such purchases. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), and traffic control devices used on state trunkline highways by the MUNICIPALITY will conform to current or supplemental specifications approved by MDOT, unless otherwise approved in advance by the REGION ENGINEER. The REGION ENGINEER may require approval by MDOT'S Construction Field Services Division or by a laboratory approved by that MUNICIPALITY and the REGION ENGINEER. If MDOT-owned materials are stored jointly with MUNICIPALITY-owned materials, proper and adequate inventory records must be maintained by the MUNICIPALITY, clearly indicating the portion that is MDOT-owned.

Section 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials supplied by the MUNICIPALITY, including aggregates and bituminous materials using raw materials either partially or wholly obtained from municipally-owned property, municipally-leased (in writing) property, or by written permit from state or privately-owned property, may be furnished at a firm unit price, subject to approval of source and price by the REGION ENGINEER. Firm unit prices are not subject to unit price adjustment by audit.

MDOT may audit all records necessary to confirm accuracy of quantities for which reimbursement is requested. Reimbursement for all materials supplied by the MUNICIPALITY that are not included in the firm unit price schedule will be in accordance with Subsection 16(d). Firm unit prices may be changed, added, or deleted upon written request by the MUNICIPALITY and approval by the REGION ENGINEER at least sixty (60) days prior to the effective date of the change, addition, or deletion.

FIRM UNIT PRICES

ITEM KIND	ITEM LOCATION	PRICE UNIT	PRICE INCLUDES*	PER UNIT

Insert above, the following applicable number(s):

*Firm Unit Price Includes:

<u>Item Kind</u>	<u>Item Locations</u>
1. Processing/or Mixing Costs	1. Pit Site
2. Stockpiling/or Hauling to Stockpile Costs	2. Yard
3. Royalty Costs	3. Other (Describe)
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)	
5. Winter Sand	
6. Bituminous Costs	
7. Other (Describe)	

MDOT may audit all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List for which the MUNICIPALITY requests reimbursement.

Listed items purchased from a vendor source or vendor stockpile for direct use on the trunklines are not eligible for firm unit price consideration and should be billed at vendor cost.

Section 9. SUBCONTRACTS

The MUNICIPALITY may subcontract any portion of the work to be performed under this contract. Bid/price solicitation and subcontracts will be in conformance with the MUNICIPALITY's contracting process, and applicable state laws, except as modified herein. All subcontracted work will require the MUNICIPALITY to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents, and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the MUNICIPALITY and/or MDOT for said subcontracted work. The scope of work and specifications (if any) must be approved by the REGION ENGINEER. The MUNICIPALITY will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the MUNICIPALITY pay for subcontracted work until the work has been inspected and approved for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the REGION ENGINEER. The work must be supported by the subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty

(30) days of completion of emergency work for contracts of \$250,000 or greater. Work will be completed according to MDOT Emergency Guidelines.

It is the intent of the parties to extend the terms of the Contract if the subcontract work is in progress at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the MUNICIPALITY or MDOT.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required under this Section, may result in a denial of the reimbursement of the costs.

For subcontracts involving the items of Cleaning Drainage Structures, Roadway Sweeping and Flushing or Grass and Weed Control, the MUNICIPALITY will include a cancellation clause that will allow the MUNICIPALITY to cancel the subcontract if funds are not made available by MDOT.

County and/or Municipality-based advantage programs (CBA Process) or any type of preference program that awards contracts based on criteria other than low bid through the competitive bidding process, will not be used for MDOT-funded projects.

The term of the subcontract will not exceed five (5) years, said term will include any time extensions.

The subcontract solicitation and approval process will be as follows:

- a. **Subcontracts \$24,999 or less:** The MUNICIPALITY will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. REGION ENGINEER approval of Form 426 is required.
- b. **Subcontracts \$25,000 or greater:** The MUNICIPALITY will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. Documentation of the solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. REGION ENGINEER approval of Form 426 is required.

State Administrative Board approval is required prior to the execution of contracts that are \$250,000 or greater.

State Administrative Board requirements for Amendments (previously referred to as overruns, extra work and adjustments), are outlined in Appendix E, attached hereto and made a part hereof.

Section 10. NON-DISCRIMINATION

- a. In connection with the performance of maintenance work under this Contract, the MUNICIPALITY (hereinafter in Appendix C referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix C, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts related to this Contract.
- b. During the performance of this Contract, the MUNICIPALITY, for itself, its assignees, and its successors in interest (hereinafter in Appendix G referred to as the “contractor”) agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix G, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.
- c. The MUNICIPALITY will carry out the applicable requirements of MDOT’s Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix H, dated October 1, 2005, attached hereto and made a part hereof.

Section 11. ANTI-KICKBACK

No official or employee of the MUNICIPALITY or of the State of Michigan will receive direct or indirect remuneration from purchases of materials, supplies, equipment, or subcontracts required for trunkline highway maintenance purposes.

Section 12. JURISDICTION OF STATE TRUNKLINE HIGHWAY

It is declared that the work performed under this Contract is a governmental function that the MUNICIPALITY performs for MDOT. This Contract does not confer jurisdiction upon the MUNICIPALITY over the state trunkline highways encompassed by this contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction in the MUNICIPALITY over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

Section 13. INSURANCE

- a. The MUNICIPALITY will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan. Insurance coverage shall include owned, non-owned, and hired motor vehicles. Such insurance shall be not less than Two Hundred

Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit shall also comply with Michigan No-Fault Automobile Insurance laws. The MUNICIPALITY shall also provide thirty (30) days notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance shall be submitted to MDOT on DEPARTMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability.

In the event the MUNICIPALITY is self-insured, a copy of the Secretary of State's certificate of self-insurance shall be submitted to MDOT.

- b. In the event that the MUNICIPALITY receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the MUNICIPALITY for its alleged acts or omissions on a state trunkline highway, the MUNICIPALITY shall provide a copy of such notice within fifteen (15) days of receipt of said notice or complaint to the Assistant Attorney General in Charge, hereinafter referred to as the "ASSISTANT ATTORNEY GENERAL," Van Wagoner Building, 4th Floor, 425 West Ottawa Street, Lansing, Michigan, 48909. Thereafter, the MUNICIPALITY shall provide copies of pleadings and other information regarding the claims or lawsuits when requested by the ASSISTANT ATTORNEY GENERAL and shall comply with all the obligations, duties and requirements of the general liability policy provided herein.

Section 14. WORKERS' DISABILITY COMPENSATION

The MUNICIPALITY will comply with the Michigan Workers' Disability Compensation Law as to all employees performing work under this Contract.

Section 15. BUDGET MANAGEMENT FOR MUNICIPALITIES WITH A BUDGET OF \$200,000 OR MORE (OPTIONAL FOR OTHER MUNICIPALITIES)

Each MDOT fiscal year, for Municipalities with a budget of \$200,000 or more, a winter and non-winter maintenance budget will be prepared separately. These budgets will be established by the Region Engineer within guidelines established by MDOT.

Prior to the development of an annual budget by the REGION ENGINEER, the MUNICIPALITY and REGION ENGINEER will meet and develop a proposed work plan which will include a schedule for routine maintenance and the associated cost of the work plan for the coming year. This proposed work plan will be broken down by month, and form the basis of the non-winter maintenance budget for the MUNICIPALITY for the next fiscal year. The non-winter budget will be balanced over all twelve months of the fiscal year. The budget will be adjusted each month to address budget overruns and under-runs to ensure that total MUNICIPALITY budget is not exceeded. The REGION ENGINEER will work with the MUNICIPALITY to reach agreement on the components

of this annual work plan, taking into consideration the features and conditions of the state trunkline system within the MUNICIPALITY's contract area, as well as the size of the MUNICIPALITY's staff that is available for state trunkline Highway maintenance. The REGION ENGINEER and the MUNICIPALITY will identify maintenance activities that can be performed in the winter months when not performing winter maintenance.

The MUNICIPALITY will work with the REGION ENGINEER to develop an annual priority plan for scheduling work over the term of this Contract consistent with MDOT'S road preservation objectives.

MDOT will establish the winter maintenance budget based on a five (5)-year average of winter expenditures which includes the costs for labor, fringe benefits, equipment, State Salt Stores, MUNICIPALITY-supplied road salt, winter sand, other de-icing chemicals and overhead.

The REGION ENGINEER and the MUNICIPALITY will review the non-winter maintenance budget together at least every other month. This review will cover work planned and conducted, work planned and not conducted, and the current status of the non-winter maintenance budget. Any adjustments to the proposed work plan to curtail or expand operations to meet budget limitations will be covered in this budget review. During winter operations, the winter budget will be reviewed monthly by the REGION ENGINEER and the MUNICIPALITY.

The REGION ENGINEER and MUNICIPALITY will meet between March 1 and May 15 of each budget year to discuss a supplemental non winter program. The supplemental non winter program will be funded by the remainder of the winter budget. During this meeting, participants will estimate the remainder of the winter budget; review the status of current and future bills for winter maintenance and propose a supplemental non winter program. The proposed work activities will be prioritized to support MDOT'S preservation strategy (APPENDIX I).

Section 16. REQUEST FOR REIMBURSEMENT

MDOT will reimburse the MUNICIPALITY for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT prior to the start of the audit for each respective year of the Contract period.

- a. MDOT'S share of the actual cost of all direct labor employed in the performance of this Contract, including the expense of permit inspection, field and office engineering, and including audit expenses in connection with projects on force account work by subcontractors.
- b. MDOT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed

using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the MUNICIPALITY on the MUNICIPALITY'S previous fiscal years' experience. These charges are subject to audit in accordance with Section 25.

- c. MDOT'S share of the actual cost of MUNICIPALITY owned or purchased energy.
- d. MDOT will reimburse the MUNICIPALITY for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this contract. The MUNICIPALITY shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- e. MDOT will reimburse the MUNICIPALITY for the cost of handling materials furnished by the MUNICIPALITY and materials furnished by MDOT as follows:
 - i. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the MUNICIPALITY.
 - ii. **Non-Bulk Items (measured by area or count):**
A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the MUNICIPALITY, charges for handling and storage in excess of five percent (5%) will be reimbursed to the MUNICIPALITY upon audit, provided that these charges can be identified and supported within the records of the MUNICIPALITY.
- f. Equipment owned by the MUNICIPALITY will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- g. The amounts paid by the MUNICIPALITY to a subcontractor, as provided for in Section 9.

- h. The cost to the MUNICIPALITY for labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- i. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the MUNICIPALITY for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the MUNICIPALITY and shall not change.

The overhead amount payable under Section 16(i) is reimbursement to the MUNICIPALITY for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Maintenance Superintendent (except as noted in Section 16(k)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on MUNICIPALITY owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- j. MDOT will reimburse the MUNICIPALITY for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the MUNICIPALITY and MDOT.
- k. Requests for reimbursement to be made quarterly on the basis of certified statement of charges prepared and submitted by the MUNICIPALITY within thirty (30) days from the end of each quarter on forms furnished by MDOT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each quarter will include written justification for the delay and will be paid only upon approval of the REGION ENGINEER. Upon written request to the REGION ENGINEER, payment may be made to the MUNICIPALITY on a monthly basis, after submission to MDOT of certified statements of costs for each monthly payment period. MUNICIPALITIES with a line item budget contract of \$200,000 or greater shall submit request for reimbursement on a **monthly** basis through MDOT'S Local Agency Payment System (LAPS).
- l. The MUNICIPALITY will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections

of state trunkline highways in accordance with written instructions from the REGION ENGINEER. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Maintenance Superintendent designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The MUNICIPALITY may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A.

Section 17. ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this contract be processed by electronic funds transfer (EFT). The MUNICIPALITY is required to register to receive payments of EFT at the Contract & Payment Express website (www.cpexpress.state.mi.us).

Section 18. WINTER MAINTENANCE

The MUNICIPALITY will be compensated for winter maintenance on the basis of actual expenditures only. MDOT will share in the cost of snow hauling when each snow hauling effort is approved by the REGION ENGINEER. MDOT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. MDOT will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement. MDOT'S reimbursement for snow hauling from state trunkline highways, based upon this calculation, is paid at the rate of _____ percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the REGION ENGINEER. The MUNICIPALITY should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the REGION ENGINEER shall be required and kept on file for audit purposes.

The MUNICIPALITY agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

Section 19. PAVEMENT MARKING

Compensation for the item of Pavement Marking will be made on the basis of actual expenditure only, except in no case will the MUNICIPALITY be compensated for a total

expenditure in excess of the amount designated for pavement marking in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for Pavement Marking is limited to only painting authorized by the REGION ENGINEER. The MUNICIPALITY shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

Section 20. COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of Sweeping and Flushing (activity 132), Grass and Weed Control (activity 126) and Roadside Clean up (activity 124) will be made on the basis of actual expenditures only, except that in no case will the MUNICIPALITY be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the MUNICIPALITY and REGION ENGINEER; and reflected in each line activity budget amount.

Section 21. TREES AND SHRUBS

Except for emergency work, the MUNICIPALITY will request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and MUNICIPALITY shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the REGION ENGINEER.

Section 22. EQUIPMENT LIST

The MUNICIPALITY will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be furnished to MDOT no later than February 28 of each year.

Section 23. RECORDS TO BE KEPT

The MUNICIPALITY will:

- a. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract. The RECORDS include, but are not limited to:
 - i. Daily time cards for employees and equipment signed by the employee and his immediate supervisor or by a timekeeper and the supervisor when a timekeeper is employed. The daily time cards shall also indicate the

distribution to route sections and work items. Those MUNICIPALITIES using crew day cards may, if they prefer, retain crew day cards backed by a time record for the pay period signed as above in lieu of daily time cards detailing the distribution.

- ii. Properly signed material requisitions (daily distribution slips) showing type of material, quantity, units, date issued, and indicating distribution thereof to route sections and work items.
 - iii. Additional cost records as needed to support and develop unit cost charges and percentages applied to invoice cost. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.
- b. Maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this contract period. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the MUNICIPALITY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- c. Allow MDOT or its representative to inspect, copy, scan, or audit the RECORDS at any mutually acceptable time. However, the MUNICIPALITY cannot unreasonably delay the timely performance of the audit.

Section 24. CERTIFIED STATEMENT OF CHARGES

The MUNICIPALITY hereby certifies that, to the best of the MUNICIPALITY'S knowledge, the costs reported to MDOT under this Contract will represent only those items that are properly chargeable in accordance with the Contract. The MUNICIPALITY also hereby certifies that it has read the contract terms and is aware of the applicable laws, regulations, and terms of this Contract.

Section 25. AUDIT

The MUNICIPALITY'S records will be subject to audit. Charges by the MUNICIPALITY for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by audit after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the MUNICIPALITY will not be subject to adjustment.

If any adjustments are to be made, the MUNICIPALITY will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the MUNICIPALITY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings communicated to the MUNICIPALITY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the MUNICIPALITY will:

- a. Respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report;
- b. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and
- c. Submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the MUNICIPALITY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
- d. The MUNICIPALITY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost, or no opinion expressed cost.

Upon review of the RESPONSE, if MDOT'S Dispute Audit Review Team (DART) does not agree with the RESPONSE, MDOT will provide the MUNICIPALITY an opportunity to appear before DART to explain and support its RESPONSE. This will occur within ninety (90) days of receipt of the RESPONSE, unless the time has been extended by MDOT. MDOT will make its decision regarding any disallowed or questioned cost items within 30 days after DART considers the appeal.

If after a DART decision MDOT determines that an overpayment has been made to the MUNICIPALITY, the MUNICIPALITY shall repay that amount to MDOT or notify MDOT of the MUNICIPALITY'S intent to appeal to the three member panel, which is described in this section of the contract or file a lawsuit in the court of proper jurisdiction to contest MDOT'S decision. MDOT shall not withhold or offset funds in dispute if the

MUNICIPALITY appeals to the three member panel or files a lawsuit in the court of proper jurisdiction. The appeal to the three member panel or the filing of a lawsuit in the court of proper jurisdiction shall be initiated by the MUNICIPALITY within thirty (30) days of the receipt of MDOT'S written notice that an overpayment has been made. If the MUNICIPALITY fails to repay the overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the MUNICIPALITY agrees that MDOT will deduct all or a portion of the overpayment from any funds due the MUNICIPALITY by MDOT under the terms of any maintenance contract. The MUNICIPALITY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to appeal to the three member panel or to file a lawsuit in the court of proper jurisdiction to contest MDOT'S decision only as to any item of expense the disallowance of which was disputed by the MUNICIPALITY in a timely filed RESPONSE. The MUNICIPALITY may ask the court of proper jurisdiction to bar MDOT from withholding or offsetting funds until the court finally decides the dispute.

The individuals on the three member panel shall be selected from state agencies not directly associated with MDOT. The MUNICIPALITY will appoint one (1) member and MDOT will appoint one (1) member. The third member of the panel will be selected by the two (2) appointed panel members. The decision of the panel shall be binding unless appealed to the proper court by either party within one hundred twenty (120) days after the decision of the panel has been issued.

Section 26. TERM OF CONTRACT

This Contract will be in effect from October 1, 2014 through September 30, 2019.

Section 27. TERMINATION OF CONTRACT

Either party may terminate this Contract. Termination may occur in any year, but only in the months of April, May, or June. Written notice of intent to terminate this Contract shall be provided to the other party at least ninety (90) days prior to the date of termination.

Section 28. STATE ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2011-2 of August 30, 2011, as set forth in Appendix D, attached hereto and made a part hereof.

Section 29. CONTRACT CONTENT

In case of any discrepancies between the body of this Contract and any exhibits hereto, the body of this Contract will govern.

Section 30. AUTHORIZED SIGNATURE(S)

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official(s) of the MUNICIPALITY and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective official(s) of the MUNICIPALITY, a certified copy of which resolution will be sent to MDOT with this CONTRACT, as applicable.

CITY OF SWARTZ CREEK

BY: _____
TITLE:



BY: _____
TITLE:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: MDOT Director

APPENDIX A

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

DEFINITIONS

Annual Work Plan: A schedule developed by the Municipality, and a Region Engineer designee, of the routine maintenance work to be performed annually on state trunklines by the Municipality.

Budget/Field Activity Budget: Both items are defined as the budgeted amount distributed to the Municipality at the beginning of the fiscal year (October 1).

Chemical Storage Facilities: Bulk salt storage buildings.

Components of an Annual Work Plan: An outline of agreed upon maintenance activities to be performed to meet the needs of the trunkline. The components of this plan shall be a list of prioritized maintenance needs and a general break-down of how the Municipality's budget will be applied to the standard maintenance activity groups to facilitate work on the maintenance needs.

DEPARTMENT: Means the Michigan Department of Transportation.

Dispute Audit Resolution Team (DART): Is a team comprised of the Deputy Director for the Bureau of Finance and Administration as the chairperson, the Commission Auditor, the Deputy Director for the bureau involved, and the Assistant Attorney General in Charge of the Transportation Division, as the legal advisor.

Equipment Specifications and Rentals: An annual list of equipment proposed to be used on the state trunkline system by the Municipality forwarded to the Department with the hourly rates of each piece of equipment, for which rates may be modified by the Municipality based on their equipment experience.

Equipment Questionnaire: A report prepared by the Municipality and forwarded to the Department to substantiate the previous year's actual equipment costs.

Michigan State Transportation Commission: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical

assistance, and overseeing the administration of state and federal funds allocated for these programs.

Office of Commission Audit (OCA): The Office of Commission Audit reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is charged with the overall responsibility to supervise and conduct auditing activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

Region Engineer: The Department's designated chief engineer (or designee) responsible for the oversight of each MDOT region.

Schedule C Equipment Rental Rates: The Department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment calculated from the average costs submitted by each agency in the Equipment Questionnaire.

Small Hand Tools: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

State Administrative Board: The State Administrative Board consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capitol outlay process, and the settlement of small claims against the state.

State Trunkline Highway: A road, highway, or freeway under the jurisdiction of the Department, and usually designated with an M, US, or I preceding the route number.

Winter maintenance: Maintenance operations centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and safe driving surface under winter conditions. The work codes (PCA codes) that define the budget line items for winter maintenance are:

14100: Winter maintenance

14400: Winter road patrol (*See winter maintenance patrol above*)

14900: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above PCA codes.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2014, through September 30, 2019

Set forth below is the table of allowable percentages for Overhead, Supervision, and Expense of Small Tools paid by the Michigan Department of Transportation in connection with state trunkline highways maintenance contracts. Small tool expense includes tarpaulin, barricades, hand sanders, torches, flags, picks, shovels, saws, axes, wheelbarrows and other tools up to seventy five dollars in value for each tool, except for those units presently classified in the Equipment Rental Rate Book.

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	10.50 _____	.50 _____	11.00
\$25,001 to \$50,000 _____	9.65 _____	.50 _____	10.15
\$50,001 to \$75,000 _____	8.75 _____	.50 _____	9.25
\$75,001 to \$100,000 _____	7.85 _____	.50 _____	8.35
\$100,001 and over _____	7.00 _____	.50 _____	7.50

APPENDIX C
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX D

STATE ADMINISTRATIVE BOARD

RESOLUTION 2011-2

PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS
AND
RESCISSION OF RESOLUTIONS 2003-2 and 2005-2

WHEREAS, the State Administrative Board ("Board") exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2 of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2003-1 on March 4, 2003, lowering the threshold for Board approval of all new contracts, grants and amendments to \$25,000 or more for the purchase of materials or services unless specifically approved by the Governor, and simultaneously adopted Resolution 2003-2 setting forth certain exceptions to Resolution 2003-1;

WHEREAS, the Board has adopted Resolution 2011-1, raising the threshold for Board approval of all new contracts and grants to \$250,000 or more and of all amendments to \$125,000 or more, and rescinding Resolution 2003-1;

WHEREAS, the Michigan Department of Transportation ("MDOT") is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration and Federal Aviation Administration, which oversee MDOT's administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in: postponement of payments to subcontractors and suppliers; work slow downs and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2003-2 is rescinded.
2. Resolution 2005-2 is rescinded.
3. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
4. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceeds 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
5. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$250,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.
6. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$125,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and the sum of all amendments executed after the most recent Board approval total \$125,000 or more.
7. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$250,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

8. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider.

9. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

10. MDOT may enter into a contract in connection with the award of a grant, including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

11. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

12. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

13. Notwithstanding any provision of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective _____, 2011.

APPROVED
State
Administrative Board

8/30/11 Rose M. Cousin

APPENDIX E

SUBCONTRACT REQUIREMENTS

SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR AMENDMENTS (PREVIOUSLY REFERRED TO AS OVERRUNS, EXTRA'S AND ADJUSTMENTS)

Administrative Board Resolution (2011-2, August 30, 2011)

Amendments

Amendment Amount	Subcontract Requirements:	State Administrative Board Approval
\$124,999 or less	<ul style="list-style-type: none"> • Prior to start of work, Region Engineer verbal approval required. • Documentation of amendment is required by the Municipality. A revised Form 426 must be completed and signed by the Region Engineer. • A copy of the approved Form 426 is sent to the Operations Field Services Division Contract Administrator. 	Not required
\$125,000 or greater	<ul style="list-style-type: none"> • Documentation of amendment is required by the Municipality A revised Form 426 must be completed and signed by the Region Engineer. • When amendment amount and sum of all previous amendments total \$125,000 or greater, the Form 426 packet is sent to the Operations Field Services Division Contract Administrator. <p>2.State Administrative Board (SAB) approval is required prior to the start of work.</p>	Required

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

RICK SNYDER
GOVERNOR

KIRK T. STEUDLE
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name
Address
Contact Person, Title

RE: Clarification of State Trunkline Maintenance Contract between Michigan Department of Transportation (MDOT) and the (insert name of contract agency)

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 2, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City of _____. The work activities are to be conducted by the City as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract.

Subcontracting of any work activities shall be in accordance to Section 9 of the Contract.

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Engineer
MDOT ____ TSC

APPROVED BY:

City of _____ agrees to the terms and conditions stated in this agreement.

Dated this _____ day of _____, 2014

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

**APPENDIX G
TITLE VI ASSURANCE**

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

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

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

Revised June 2011

APPENDIX H

Assurances that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)

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

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

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

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

APPENDIX I

Non-Winter Maintenance Activity & Level of Service Priority

For the purposes of defining priority levels, the following guidance is suggested:

"Critical" work activities are those which address conditions in the infrastructure that pose an imminent threat to public health and safety. This would include instances in which defects or damage currently exist and must be repaired to restore the infrastructure to a safe operating condition. Examples may include filling existing potholes, repairing significantly damaged guardrail, grading shoulders with an edge drop in excess of 1 ½ inches or replacing a collapsed culvert.

"High Priority" work activities are those which address serious deficiencies in the condition of the infrastructure which, in the professional judgment of the Region and TSC management, could lead to defects or damage in the near future that would seriously impact public health and safety if they are not addressed now. Examples may include repairing significantly deteriorated pavement joints and cracks or repairing culverts with section loss.

"Routine/Preventive" work activities are those which address the condition of the infrastructure in such a way as to maintain or prevent the condition from deteriorating to serious condition. Examples may include sealing pavement cracks, grading shoulders, cleaning culverts and ditches, and brushing.

Priority Group 1:

Traffic Signal Energy
Facility Utilities
Freeway Lighting Energy
Operation of Pump Houses
Operation of Movable Bridges
Auto Liability Insurance (county contracts)
Supervision (county contracts)
Roadway Inspection (minimum acceptable level- county contracts)
Billable Construction Permits
Equipment Repair and Servicing
Fuel
Critical Surface Maintenance
Critical Guardrail Repair
Critical Sign Replacement
Critical Drainage Repair
Critical Traffic Signal Repair
Critical Freeway Lighting Repair
Critical Response to Traffic Incidents (to assist in traffic control, facility restoration)

Critical Drainage Area Sweeping (to prevent roadway flooding)
Critical Structural Maintenance on Bridges
Critical Pump House Maintenance
Critical Shoulder Maintenance (to address shoulder drops greater than 1 ½")
Critical Impact Attenuator Repair
Clear Vision Area Mowing
Removal of Large Debris and Dead Animals (from the traveled portion of the roadway)
Rest Area and Roadside Park Maintenance

Priority Group 2:

High Priority Surface Maintenance
High Priority Guardrail Repair
High Priority Sign Replacement
High Priority Drainage Repair
High Priority ROW Fence Repair
High Priority Shoulder Maintenance
High Priority Structural Maintenance
Adopt-A-Highway
Youth Corps in designated urban areas
Mowing (First Cycle)
Freeway Slope Mowing in designated urban areas
Litter Pickup in designated urban areas
Graffiti Removal in designated urban areas
Freeway Lighting Maintenance & Repair

Priority Group 3:

Mowing (Additional Cycles)
Brushing
Sweeping, beyond critical drainage areas
Litter Pickup, outside designated urban areas
Graffiti Removal, outside designated urban areas
Routine/Preventive Surface Maintenance
Routine/Preventive Guardrail Repair
Routine/Preventive Sign Replacement
Routine/Preventive Drainage Repair
Routine/Preventive Shoulder Maintenance
Routine/Preventive Structural Maintenance
Routine/Preventive Pump House Maintenance
Routine/Preventive Traffic Signal Maintenance
Youth Corps outside of designate urban areas
Non-motorized path maintenance

DPS ACTIVITY August 2014

	<u>REGULAR</u>	<u>HOLIDAY</u>	<u>VACATION</u>	<u>ABSENT</u>	<u>OT</u>	<u>DT</u>
101 GENERAL FUND						
262.0 ELECTIONS	14.00	0.00	2.51	0.48	0.00	0.00
781.0 AMPHI-PARK	1.00	0.00	0.00	0.00	0.00	0.00
782.0 WINSHALL PARK	6.50	0.00	5.00	0.00	0.00	0.00
783.0 ELMS PARK	83.50	0.58	3.24	0.57	0.00	0.00
784.0 BICENT. PARK	2.50	0.00	0.00	0.00	0.00	0.00
790.0 SENIOR CENTER/LIBRARY	19.50	0.00	0.18	0.00	0.00	0.00
345.0 P S BLDG	192.00	3.06	13.36	3.18	0.00	0.00
793.0 CITY HALL	8.48	0.00	0.31	0.00	0.00	0.00
794.0 COMM PROMO	11.50	0.00	2.73	0.19	0.00	0.00
796.0 CEMETERY	0.00	0.00	0.00	0.00	0.00	0.00
202 MAJOR STREET FUND						
429.0 SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
441.0 PARK & RIDE	13.00	0.00	0.00	0.00	0.00	0.00
463.0 STREET MAIN	117.00	1.45	20.01	1.83	0.00	0.00
474.0 TRAFFIC	5.50	0.00	5.18	0.06	0.00	0.00
478.0 SNOW & ICE	0.00	0.00	0.00	0.00	0.00	0.00
482.0 ADMIN	5.12	0.00	1.49	0.00	0.00	0.00
203 LOCAL STREET FUND						
429.0 SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
463.0 STREET MAIN	113.50	0.00	28.92	0.58	0.00	0.00
474.0 TRAFFIC	12.00	0.00	1.25	0.15	0.00	0.00
478.0 SNOW & ICE	0.00	0.00	0.00	0.00	0.00	0.00
482.0 ADMIN	5.12	0.00	1.49	0.00	0.00	0.00
226 GARBAGE FUND						
528.0 COLLECT	17.50	0.00	4.57	0.64	0.00	0.00
530.0 WOODCHIPPING	183.80	0.58	21.05	1.80	0.00	0.00
782.0 WINSHALL PARK GARBAGE	18.50	0.00	0.00	0.00	6.00	6.00
783.0 ELMS PARK GARBAGE	25.50	0.00	0.10	0.00	6.00	6.00
793.0 CITY HALL	8.48	0.00	0.31	0.00	0.00	0.00
590 WATER						
540.0 WATER SYSTEM	254.73	0.87	45.83	1.27	0.00	0.00
540.0 WATER-ON CALL	7.00	0.00	0.30	0.08	0.00	0.00
542.0 READ & BILL	18.75	0.87	6.59	0.22	0.00	0.00
793.0 CITY HALL	8.52	0.00	0.31	0.00	0.00	0.00
591 SEWER						
536.0 SEWER SYSTEM	95.23	0.29	36.21	0.28	0.00	0.00
536.0 SEWER-ON CALL	7.00	0.00	0.30	0.08	0.00	0.00
537.0 LIFT STATION	15.00	0.15	4.05	0.02	0.00	0.00
542.0 READ & BILL	12.75	0.00	4.84	0.11	0.00	0.00
793.0 CITY HALL	8.52	0.00	0.31	0.00	0.00	0.00
661 MOTOR POOL FUND						
795.0 CITY GARAGE	53.50	0.15	11.56	0.46	0.00	0.00
DAILY HOURS TOTAL	1345.00	8.00	222.00	12.00	12.00	12.00

**Public Works
Monthly Work Orders**

09/03/14

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
CBRP14-0004 COMPLETED	JI10-009227-0000-01	KATO, JOHN 9227 JILL MARIE LN	08/05/14 08/07/14	CATCH BASIN REPAI
DRAN14-0030 COMPLETED	SE20-005441-0000-01	WILLIAMSON, ROBERT 5441 SEYMOUR RD	08/04/14 08/07/14	STORM DRAINS
DRAN14-0031 COMPLETED	MI10-008174-0000-01	ADAMS, JANET 8174 MILLER RD	08/22/14 08/22/14	STORM DRAINS
ELEC14-0040 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/04/14 08/04/14	ELEC SETUP/TAKEDO
FNRD14-0705 COMPLETED	HT10-003432-0000-04	BEEBE, KRISTIN 3432 HERITAGE BLVD	08/04/14 08/04/14	FINAL READ
FNRD14-0719 COMPLETED	WO10-005332-0000-05	CONRADY, BILL 5332 WORCHESTER DR	08/04/14 08/04/14	FINAL READ
FNRD14-0724 COMPLETED	BI10-005296-0000-01	POGUE, RACHEL 5296 BIRCHCREST DR	08/01/14 08/01/14	FINAL READ
FNRD14-0725 COMPLETED	EL20-007506-0000-01	BAGGETT, MARGARET 7506 ELIZABETH CT	08/04/14 08/01/14	FINAL READ
FNRD14-0726 COMPLETED	NO10-009192-0000-01	NELSON, JAMES M 9192 NORBURY DR	08/06/14 08/06/14	FINAL READ
FNRD14-0728 COMPLETED	BR30-000010-0000-03	MERCER, SERENA 10 BROOKFIELD DR	08/15/14 08/15/14	FINAL READ
FNRD14-0729 COMPLETED	BR30-000171-0000-01	AYERS, MARY LORENE 171 BROOKFIELD DR	08/11/14 08/11/14	FINAL READ
FNRD14-0730 COMPLETED	MI10-007538-0000-01	CARLOCK, TINA 7538 MILLER RD	08/13/14 08/13/14	FINAL READ
FNRD14-0731 COMPLETED	WI10-005212-0000-03	FORSTNER, DARLENE 5212 WINSHALL DR	08/15/14 08/15/14	FINAL READ
FNRD14-0732 COMPLETED	GR10-005273-0000-04	PINKSTON, KAREN 5273 GREENLEAF DR	08/15/14 08/18/14	FINAL READ
FNRD14-0733 COMPLETED	AS10-000067-0000-03	VALUE HOMES 67 ASHLEY CIR	08/15/14 08/18/14	FINAL READ
FNRD14-0734 COMPLETED	SC20-005027-0000-08	TRAVIS, MALORI 5027 SCHOOL ST	08/18/14 08/18/14	FINAL READ
FNRD14-0735 COMPLETED	HE10-005154-0000-05	RTS INVESTMENTS, INC 5154 HELMSLEY DR	08/20/14 08/20/14	FINAL READ
FNRD14-0736 CANCELLED	AS10-000069-0000-03	VANDERKARR, KACEY 69 ASHLEY CIR	08/29/14	FINAL READ
GARB14-0004 COMPLETED	SP10-004478-0000-03	GILMORE, ARLA J 4478 SPRINGBROOK DR	08/05/14 08/05/14	PICK UP GARBAGE
GWO14-0305 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/06/14 08/08/14	GENERIC WORK ORDE

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
GW014-0306 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/08/14 08/08/14	GENERIC WORK ORDE
GW014-0307 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/12/14 08/12/14	GENERIC WORK ORDE
GW014-0308 COMPLETED	WO10-005127-0000-02	FORREST, NEILEN 5127 WORCHESTER DR	08/18/14 08/19/14	GENERIC WORK ORDE
LNDS14-0091 COMPLETED	MI10-008103-0000-05	HONKANEN, JEFFREY 8103 MILLER RD	08/28/14 08/29/14	LANDSCAPING
MNT14-0182 COMPLETED	CI10-008100-0000-01	PUBLIC SAFETY BUILDING 8100 CIVIC DR	08/20/14 08/20/14	BUILDING MAINTENA
MNT14-0183 COMPLETED	CI10-008100-0000-01	PUBLIC SAFETY BUILDING 8100 CIVIC DR	08/28/14 08/29/14	BUILDING MAINTENA
MTRP14-0435 CANCELLED	WI10-005390-0000-02	OAKMAN, DONA 5390 WINSHALL DR	08/22/14	METER REPAIR
MTRP14-0436 COMPLETED	HI10-009307-0000-01	WIENS, RON 9307 HILL RD	08/21/14 08/21/14	METER REPAIR
READ14-0383 COMPLETED	EL10-003259-0000-01	ELMS ELEMENTARY 3259 ELMS RD	08/21/14 08/21/14	READ METER
REPL14-0042 COMPLETED	EL10-003259-0000-01	ELMS ELEMENTARY 3259 ELMS RD	08/14/14 08/18/14	METER REPLACEMENT
SAMP14-0011 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/01/14 08/01/14	WATER SAMPLES
SIGN14-0011	MI10-007139-0000-02	GALLAGHER, KEN 7139 MILLER RD	08/22/14	CHECK TRAFFIC SIG
TRDN14-0051	DU10-005327-0000-02	STARKEL, SCOTT 5327 DURWOOD DR	08/04/14	TREE-TAKE DOWN
TRDN14-0052	SE20-005231-0000-01	THAYER, DONNA 5231 SEYMOUR RD	08/20/14	TREE-TAKE DOWN
WOFF14-1131 COMPLETED	AU10-006281-0000-04	BARBIER, STEVEN 6281 AUGUSTA ST	08/14/14 08/14/14	WATER TURN OFF
WOFF14-1132 CANCELLED	MA20-008095-0000-02	HUNTER, MICHAEL B 8095 MAPLE ST	08/14/14	WATER TURN OFF
WOFF14-1133 COMPLETED	BR20-006491-0000-02	WAUN, JENNIFER 6491 BRISTOL RD	08/18/14 08/18/14	WATER TURN OFF
WOFF14-1134 COMPLETED	MI10-007165-0000-03	HUD 7165 MILLER RD	08/27/14 08/27/14	WATER TURN OFF
WOFF14-1135 COMPLETED	WO10-005192-0000-01	MORRISON, PAUL W 5192 WORCHESTER DR	08/27/14 08/27/14	WATER TURN OFF
WOFF14-1136 COMPLETED	MI10-007566-0000-03	ALLEN, CHRISTOPHER 7566 MILLER RD	08/27/14 08/27/14	WATER TURN OFF
WOFF14-1137 COMPLETED	MI10-005420-0000-06	COWAN, TREVIN 5420 MILLER RD	08/27/14 08/27/14	WATER TURN OFF
WOFF14-1138	IN10-008096-0000-02	WILL, BRIAN	08/27/14	WATER TURN OFF

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
COMPLETED		8096 INGALLS ST	08/27/14	
WOFF14-1139 COMPLETED	HE10-005182-0000-03	VIEAU, MARK 5182 HELMSLEY DR	08/27/14 08/27/14	WATER TURN OFF
WOFF14-1140 COMPLETED	GR10-005239-0000-02	JUSTICE, LAURA 5239 GREENLEAF DR	08/27/14 08/27/14	WATER TURN OFF
WOFF14-1141 COMPLETED	EL10-003235-0000-06	DECKER, MARCIE 3235 ELMS RD	08/27/14 08/27/14	WATER TURN OFF
WOFF14-1142	CH20-009040-0000-02	STIFF, BRADLEY 9040 CHESTERFIELD DR	08/27/14	WATER TURN OFF
WOFF14-1143 COMPLETED	MI10-008103-0000-05	HONKANEN, JEFFREY 8103 MILLER RD	08/28/14 08/28/14	WATER TURN OFF
WOFF14-1144 COMPLETED	MI10-007103-0000-03	RAYMOND, RENEE 7103 MILLER RD	08/28/14 08/28/14	WATER TURN OFF
WOFF14-1145	MI10-005376-0000-04	VPH PHARMACY 5376 MILLER RD	08/28/14	WATER TURN OFF
WOFF14-1146 CANCELLED	GR20-007442-0000-05	CZARNEY, ASHLEY 7442 GROVE ST	08/28/14	WATER TURN OFF
WOFF14-1147 COMPLETED	DU10-005346-0000-01	GRAZIANO, REBECCA 5346 DURWOOD DR	08/28/14 08/28/14	WATER TURN OFF
WOFF14-1148 CANCELLED	BR20-006509-0000-04	LANE, AMY 6509 BRISTOL RD	08/28/14	WATER TURN OFF
WOFF14-1149 CANCELLED	MO10-004484-000A-02	FAMILY WORSHIP CENTER 4484 MORRISH #A RD	08/28/14	WATER TURN OFF
WOFF14-1150 COMPLETED	HT10-003420-0000-00	BAEHR, KARL 3420 HERITAGE BLVD	08/28/14 08/28/14	WATER TURN OFF
WOFF14-1151 CANCELLED	GR20-007488-0000-02	COX, JOSEPH 7488 GROVE ST	08/28/14	WATER TURN OFF
WOFF14-1152	MI10-006141-0000-02	WOODRUFF, ADAM 6141 MILLER RD	08/28/14	WATER TURN OFF
WOFF14-1153 COMPLETED	FO10-005020-0000-05	WEFEL, DUSTIN 5020 FORD ST	08/29/14 08/29/14	WATER TURN OFF
WOFF14-1154 COMPLETED	MI10-007543-0000-04	RAFFAELLI, SANDY 7543 MILLER RD	08/29/14 08/29/14	WATER TURN OFF
WTON14-0741 CANCELLED	BR20-007325-0000-01	FRARY, ANNA 7325 BRISTOL RD	08/25/14	WATER TURN ON
WTON14-0742 COMPLETED	AU10-006281-0000-04	BARBIER, STEVEN 6281 AUGUSTA ST	08/14/14 08/14/14	WATER TURN ON
WTON14-0743 COMPLETED	MA20-008040-0000-02	RANCOUR, ROBERT 8040 MAPLE ST	08/19/14 08/19/14	WATER TURN ON
WTON14-0744 COMPLETED	MI10-007165-0000-03	HUD 7165 MILLER RD	08/22/14 08/22/14	WATER TURN ON
WTON14-0745 COMPLETED	SC20-005021-0000-08	KRAFT, ZANDREA 5021 SCHOOL ST	08/22/14 08/22/14	WATER TURN ON

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WTON14-0746 COMPLETED	EL10-003235-0000-06	DECKER, MARCIE 3235 ELMS RD	08/27/14 08/27/14	WATER TURN ON
WTON14-0747 COMPLETED	DU10-005346-0000-01	GRAZIANO, REBECCA 5346 DURWOOD DR	08/28/14 08/28/14	WATER TURN ON
WTON14-0748 COMPLETED	MI10-008103-0000-05	HONKANEN, JEFFREY 8103 MILLER RD	08/28/14 08/28/14	WATER TURN ON
WTON14-0749 COMPLETED	HE10-005182-0000-03	VIEAU, MARK 5182 HELMSLEY DR	08/28/14 08/28/14	WATER TURN ON
WTON14-0750 COMPLETED	WO10-005192-0000-01	MORRISON, PAUL W 5192 WORCHESTER DR	08/28/14 08/28/14	WATER TURN ON
WTON14-0751 COMPLETED	MI10-007566-0000-03	ALLEN, CHRISTOPHER 7566 MILLER RD	08/29/14 08/29/14	WATER TURN ON

Total Records: 69

August 2014	MILES DRIVEN	GALLONS GAS PURCHASED	GALLONS DIESEL PURCHASED
<u>#1 P/U 4WD</u>			
<u>#3 P/U 4WD</u>	249	28	
<u>07-03 P/U 4WD</u>	126		23
<u>09-03 P/U 4WD</u>			61
<u>#2 P/U 2WD</u>		66	
<u>#6-00 BACKHOE</u>			23
<u>#9 DUMP</u>			
<u>#10 DUMP</u>			
<u>#11 DUMP</u>		23	
<u>#12-02 DUMP</u>			
<u>#12-04 DUMP</u>			
<u>#12-99 GENERATOR</u>			
<u>#9-02 BRUSH HOG</u>			
<u>#17 CASE BACKHOE</u>			20
<u>#19 JD TRACTOR</u>			9
<u>#06-99 BUCKET TRUCK</u>			
<u>#21 WOOD CHIPPER</u>	21		34
<u>#807 STREET SWEEPER</u>			27
<u>#42 ASPHALT HEATER</u>			
<u>#37 TRAIL ARROW</u>			
<u>#10-98 3" PUMP</u>			
<u>#28A 3" PUMP</u>			
<u>3" PUMP</u>			
<u>#30 4" PUMP</u>			
<u>#31 4" PUMP</u>			
<u>#32 4" PUMP</u>			
<u>1" PUMP</u>			
<u>S-10</u>		41	
<u>TOTAL</u>	<u>396</u>	<u>157</u>	<u>196</u>

09/04/2014

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 08/01/2014 - 08/31/2014

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT					
08/07/2014	GEN	39351	ARROW UNIFORM RENTAL	MATS, SUPPLIES	33.08
				UNIFORMS, MATS, SUPPLIES, ENV.	82.47
					<u>115.55</u>
08/07/2014	GEN	39352	BRADLEY COLEMAN AND FRANK YIANNATJI	DISPOSITION SEIZED PROP COMPL 13-000805	1,899.00
08/07/2014	GEN	39353	BS & A SOFTWARE	ASSESSING ANNUAL MNTEC 8/1/14-8/1/15	1,138.00
08/07/2014	GEN	39354	CONSUMERS ENERGY	7/1-7/31/14 4524 MORRISH RD	43.63
08/07/2014	GEN	39355	CONSUMERS ENERGY	7/1-7/31/14 ELMS PARKING LOT	29.38
08/07/2014	GEN	39356	CONSUMERS ENERGY	7/1-7/31/14 STREET LIGHTS	10,307.07
08/07/2014	GEN	39357	CONSUMERS ENERGY	7/1-7/31/14 TRAFFIC LIGHTS	439.16
08/07/2014	GEN	39358	CONSUMERS ENERGY	7/1-7/31/14 SIRENS	28.95
08/07/2014	GEN	39359	CONSUMERS ENERGY	7/4-8/1/14 E 8095 CIVIC DR	1,200.18
08/07/2014	GEN	39360	CONSUMERS ENERGY	7/4-8/4/14 A WINSHALL RESTROOMS	29.18
08/07/2014	GEN	39361	CONSUMERS ENERGY	7/4-8/1/14 E 8059 FORTINO DR	40.04
08/07/2014	GEN	39362	CONSUMERS ENERGY	7/4-8/1/14 E 8083 CIVIC DR	969.81
08/07/2014	GEN	39363	CONSUMERS ENERGY	7/4-8/4/14 E 8301 CAPPY LN	291.93
08/07/2014	GEN	39364	CONSUMERS ENERGY	7/4-8/2/14 A 8499 MILLER RD	25.34
08/07/2014	GEN	39365	CONSUMERS ENERGY	7/4-8/1/14 E 8100 CIVIC DR	1,132.84
08/07/2014	GEN	39366	CUSTOM PERSONALIZED LAWN CARE CORP	MOSQUITO CONTROL 7/24/14 PAJTAS AMPHITHE	40.00
08/07/2014	GEN	39367	FAMILY FARM AND HOME INC	WASP & HORNET SPRAY	41.88
				NUTS/BOLTS/WASHERS	2.94
				HEX SDS (2)/TRAILER LIGHT KIT/ABRSV CUT	38.93
				HEX SDS 12 X 1	6.49
				STRAPS (11)/RATCHET TIE DOWN (2)	83.87
				SAFETY GLASSES (2)	19.98
				BRUSH/SOAP/GREEN PAINT	40.45
				15W40 5 GAL/BRUSH KILLER	63.98
				YELLOW PAINT	31.99
				RETURN SDS	(6.49)
					<u>324.02</u>
08/07/2014	GEN	39368	FIDELITY SECURITY LIFE INSUR/EYEMED	AUG 2014 VISION - RETIREES (5)	26.93
				C. BUECHE JUNE-AUG 2014 VISION	17.85
					<u>44.78</u>
08/07/2014	GEN	39369	FUNASTIC INFLATABLES	BOUNCE HOUSE/MOVIE NIGHT 6/13/14	250.00
				BOUNCE HOUSE/MOVIE NIGHT 6/27/14	150.00
				BOUNCE HOUSE/MOVIE NIGHT 7/11/14	150.00
				BOUNCE HOUSE/MOVIE NIGHT 7/25/14	150.00
				BOUNCE HOUSE/MOVIE NIGHT 8/8/14	150.00
					<u>850.00</u>
08/07/2014	GEN	39370	GILL ROYS HARDWARE	15 PK YARD WASTE BAGS (2)	15.98
				MORTAR MIX	14.97
				ANTI-BACTERIAL SOAP	9.95
				DRILL BIT	1.79
				YELLOW PAINT	33.99
				NUTS/BOLTS/SCREWS	0.70
				LINE MARKING COVERS/RED PAINT	38.98
				MORTAR MIX (2)	9.98
				YELLOW PAINT	33.99

SOAP	1.99
DRILL BIT/NUTS, BOLTS, SCREWS/ADHESIVE	11.28
1 BOX NAILS	13.99
CLEANING SUPPLIES	16.37
BRASS NUMBERS/NAIL SET/16 PK AA BATTERIE	35.38
YELLOW PAINT	18.88
GRAY SPRAY PAINT (2)/WHITE SPRAY PAINT (	19.96
RETURN YELLOW PAINT	(18.88)
JULY 2014 DISCOUNT	(23.17)

236.13

08/07/2014	GEN	39371	GOV'T FINANCE OFFICERS ASSOC.	RENEWAL 10/1/14-9/30/15	170.00
08/07/2014	GEN	39372	GRAND BLANC CEMENT PRODUCTS INC	MANHOLE BLOCK 2' (18)	27.54
08/07/2014	GEN	39373	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	790.00
08/07/2014	GEN	39374	JUANITA AGUILAR	REIMB AUG 5TH ELECTION SUPPLIES	5.87
08/07/2014	GEN	39375	LANDMARK APPRAISAL CO	ASSESSOR SERVICES OCT 1, 2013-SEPT 30, 2	2,324.00
08/07/2014	GEN	39376	MCNAMARA'S LAWN CARE LLC	MOW & TRIM RESIDENTIAL PROPERTIES (3)	250.00
08/07/2014	GEN	39377	OHM ADVISORS	DESIGN ENG PROJ BILL #4 PROJ 121373	6,123.22
08/07/2014	GEN	39378	OHM ADVISORS	DESIGN ENG PROJ BILL #4 PROJ 121372	6,978.81
08/07/2014	GEN	39379	PLANTE & MORAN PLLC	CONSULTING SERVICES/YEAR END CLOSING	1,050.00

08/07/2014	GEN	39380	SELF SERVE LUMBER CO.	SOFIT AND FASCIA	14.19
				SOFFIT WORK TRIM	<u>82.86</u>

97.05

08/07/2014	GEN	39381	SHERWIN WILLIAMS	1 GALLON PAINT	53.19
08/07/2014	GEN	39382	SUBURBAN AUTO SUPPLY	MINI LAMP	4.98
08/07/2014	GEN	39383	SWARTZ CREEK AREA SENIOR CITZ.	JULY 2014 EXP OF 2013 GRANT	542.75
08/07/2014	GEN	39384	VERIZON WIRELESS	JULY 2014 MONTHLY INVOICE	541.44
08/07/2014	GEN	39385	VIEW NEWSPAPER GROUP	8/13/14 ZBA PUBLIC HEARING	42.30

08/14/2014	GEN	39386	ACE OUTDOOR SERVICES LLC	BLACK MULCH	155.00
				SAND	<u>76.00</u>

231.00

08/14/2014	GEN	39387	ACE-SAGINAW PAVING COMPANY	COLD PATCH	945.30
08/14/2014	GEN	39388	ACME BUILDING MATERIALS	VINYL J CHANNEL SANDTONE	160.00
				SOFFIT	<u>768.00</u>

928.00

08/14/2014	GEN	39389	ARROW UNIFORM RENTAL	MATS, SUPPLIES	33.08
				UNIFORMS, MATS, SUPPLIES, ENV.	<u>96.26</u>

129.34

08/14/2014	GEN	39390	BLUE CARE NETWORK-EAST MI	SEPT 2014 RETIREE MEDICAL INS KELLY	706.62
				SEPT 2014 RETIREE MEDICAL INS OBRIEN	1,239.83
				SEPT 2014 RETIREE MEDICAL INS PETRUCHA	1,479.62
				SEPT 2014 RETIREE MEDICAL INS SHANNON	748.01
				SEPT 2014 MED INS C. BUECHE	695.07
				MEDICAL INS JULY-AUG 2014 ADKINS	<u>1,081.35</u>

5,950.50

08/14/2014	GEN	39391	BRANCHING OUT NURSERY & LANDSCAPING	TREES (4)	904.00
08/14/2014	GEN	39392	CONSUMERS ENERGY	7/9-8/15/14 E4125 ELMS RD	27.33
08/14/2014	GEN	39393	CONSUMERS ENERGY	7/9-8/5/14 A 4125 ELMS RD PAVILION	25.47
08/14/2014	GEN	39394	CONSUMERS ENERGY	7/4-8/1/14 E 5121 MORRISH RD	284.03

08/14/2014	GEN	39395	CONSUMERS ENERGY	7/4-8/4/14 A 5257 WINSHALL DR	22.62
08/14/2014	GEN	39396	CONSUMERS ENERGY	7/4-8/4/14 A 5361 WINSHALL DR	22.62
08/14/2014	GEN	39397	CONSUMERS ENERGY	7/9-8/5/14 A 6425 MILLER RD PARK & RIDE	61.72
08/14/2014	GEN	39398	CONSUMERS ENERGY	7/4-8/1/14 E 8011 MILLER RD	22.62
08/14/2014	GEN	39399	CONSUMERS ENERGY	7/3-8/1/14 A 9099 MILLER RD	22.62
08/14/2014	GEN	39400	CONSUMERS ENERGY	ANNUAL PROP RENTAL/FLINT TWP	25.00
08/14/2014	GEN	39401	CUSTOM PERSONALIZED LAWN CARE CORP	MOSQUITO CONTROL 3/4/14 PAJTAS AMPHITHEA	40.00
08/14/2014	GEN	39402	ETHEL SLIEFF	CANCEL PAVILION RESERVATION 8/24/14	50.00
08/14/2014	GEN	39403	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
				CYLINDER COMPRESSED OXYGEN	5.00
				CYLINDER COMPRESSED OXYGEN	5.00
					<u>15.00</u>
08/14/2014	GEN	39404	FROST GARDENS	TREES (11)	690.00
08/14/2014	GEN	39405	GCGC	GCGC MTG 9/18/14 KORTH/AGUILAR	30.00
08/14/2014	GEN	39406	GENESEE CTY DRAIN COMMISSIONER	WESTERN TRUNK EXT. BOND PAYMENT	11,847.38
08/14/2014	GEN	39407	GRAND HOTEL	10/8-10/10/14 CULINSKI MI ASSOC PLANNING	646.00
08/14/2014	GEN	39408	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND COMPL	285.00
08/14/2014	GEN	39409	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	780.00
08/14/2014	GEN	39410	JUSTIN D HENRY AND EDWARD ARTIS	FINAL DISPOSITION SEIZED PROPERTY	3,000.00
08/14/2014	GEN	39411	MID MICHIGAN MANUFACTURING	JETTED SEWER 7469 MILLER	250.00
08/14/2014	GEN	39412	MY-CAN LLC	PORTAJON RENTAL 7/20-8/17/14	140.00
08/14/2014	GEN	39413	RWS OF MID MICHIGAN	FY15 GARBAGE/RECYCLING/YARD WASTE JULY 2	21,792.68
08/14/2014	GEN	39414	SCHAEFER'S OFFICE SOURCE	OFFICE SUPPLIES	219.99
				RETURN TONER (2)/POLICE	(79.98)
					<u>140.01</u>
08/14/2014	GEN	39415	SELF SERVE LUMBER CO.	WHT/BRN ALUM COIL	69.99
08/14/2014	GEN	39416	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	64.00
				DRINKING WATER LAB TESTING	64.00
					<u>128.00</u>
08/14/2014	GEN	39417	SUPER FLITE OIL CO INC	7/1-7/31/14 FUEL USAGE - DPW	1,234.60
08/14/2014	GEN	39418	SWANK MOTION PICTURE INC.	DVD DESPICABLE ME 2 MOVIE NIGHT 8/8/14	349.00
08/15/2014	GEN	39419	STERLING HEIGHTS DODGE INC	2014 DODGE CHARGER POLICE VEHICLE WITH O	21,564.00
08/21/2014	GEN	39420	AMERICAN MESSAGING	AUG 2014 8108332563 8108331159	24.87
08/21/2014	GEN	39421	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	82.47
				MATS, SUPPLIES	33.08
					<u>115.55</u>
08/21/2014	GEN	39422	DARLENE FORSTNER	UB REFUND FOR 5212 WINSHALL	248.00
08/21/2014	GEN	39423	DELTA DENTAL PLAN	SEPT 2014 DENTAL - RETIREES (5)/EST TAX	327.02
				SEPT 2014 DENTAL C. BUECHE	77.02
					<u>404.04</u>
08/21/2014	GEN	39424	DORNBOS SIGN & SAFETY INC	SIGNS (90)	1,803.08
08/21/2014	GEN	39425	FUNTASTIC INFLATABLES	BOUNCE HOUSE/MOVIE NIGHT 8/22/14	150.00
08/21/2014	GEN	39426	GARNO BROTHERS HEATING & COOLING CO	SERVICE AIR CONDITIONER/LIBRARY	215.00
08/21/2014	GEN	39427	GEN CTY ROAD COMMISSION	POST SIGN (20)	477.40
				JULY 2014 S-MTCE & OPERATIONS	381.76
				MAINTENANCE I-69 WB OFF RAMP MORRISH RD	149.40
					<u>1,008.56</u>

08/21/2014	GEN	39428	GENESEE CTY DRAIN COMMISSIONER	6/26-7/30/14 COMM/READY TO SERVE	110,756.73
08/21/2014	GEN	39429	JOSE A MIRELES	MOW & TRIM CITY LOTS	780.00
08/21/2014	GEN	39430	JUANITA AGUILAR	ACT 51 TRAINING SCHEDULE/ELECTION SUPPLI	88.57
08/21/2014	GEN	39431	MICHAEL R SHUMAKER	MAY-JUNE 2014 RETIREE MEDICAL HEALTH CAR	444.00
				JULY-AUG 2014 RETIREE MEDICAL HEALTH CAR	444.00
					<u>888.00</u>
08/21/2014	GEN	39432	MICHIGAN METER TECHNOLOGY GRP. INC	SPACER KIT (2)	287.35
08/21/2014	GEN	39433	MICHIGAN PIPE AND VALVE	VALVE BOX EXT (2)/VALVE BOX LID (2)	91.42
08/21/2014	GEN	39434	PARAGON LABORATORIES INC	WATER SAMPLES	172.50
08/21/2014	GEN	39435	PITNEY BOWES INC.	RENTAL CHARGES 5/20-8/20/14	70.37
				RENTAL CHARGES 5/20-8/20/14	87.97
					<u>158.34</u>
08/21/2014	GEN	39436	ROWE PROFESSIONAL SERVICES CO	ASSET MANAGEMENT AND CAPITAL IMPROVEMENT	93.00
08/21/2014	GEN	39437	ROWE PROFESSIONAL SERVICES CO	ASSET MANAGEMENT AND CAPITAL IMPROVEMENT	93.00
08/21/2014	GEN	39438	SIMEN FIGURA & PARKER PLC	JULY 2014 GEN'L/TRAFFIC/ORDIN	3,334.50
08/21/2014	GEN	39439	SUBURBAN AUTO SUPPLY	MINI LAMP	4.99
08/21/2014	GEN	39440	SUPER FLITE OIL CO INC	7/1-7/31/14 FUEL USAGE POLICE	2,225.74
08/21/2014	GEN	39441	SWARTZ CREEK AREA FIRE DEPT.	JULY 2014 MONTHLY RUNS	3,163.58
08/21/2014	GEN	39442	UNUM LIFE INSURANCE	SEPT 2014 RETIREE LIFE INS/SHANNON	10.35
08/21/2014	GEN	39443	BELFOR PROPERTY RESTORATION	WINSHALL PARK PAVILION RECONSTRUCTION	3,598.50
08/21/2014	GEN	39444	THOMAS SVRCEK	MEIJER FLOWERS - COPS IN THE PARK	42.19
				ELMS PARK B-BALL HOOPS/NETS	85.82
					<u>128.01</u>
08/28/2014	GEN	39445	ARROW UNIFORM RENTAL	MATS, SUPPLIES	33.08
				UNIFORMS, MATS, SUPPLIES, ENV.	85.10
					<u>118.18</u>
08/28/2014	GEN	39446	BADGLEY CONSTRUCTION	SIDEWALK REPAIR MAINTENANCE	850.00
08/28/2014	GEN	39447	BLUMERICH COMMUNICATIONS	RADIO RAPAIR (721CEY9823)	60.00
				(4) RADIO BELT CLIPS	54.90
					<u>114.90</u>
08/28/2014	GEN	39448	BRADYS BUSINESS SYSTEMS	COPY MACH MAINT AGRMNT 8/15-9/14/15	70.87
08/28/2014	GEN	39449	CAPITAL TIRE	(4) 225 60R16 TIRES 05-168	353.24
				(2) P225 60R18 EAGLE TIRES	261.98
					<u>615.22</u>
08/28/2014	GEN	39450	CHIEF SUPPLY CORPORATION	MAG POUCH FOR DUTY BELT MCFADDEN	46.48
08/28/2014	GEN	39451	COMCAST BUSINESS	8/26-9/25/14 CITY HALL	278.75
08/28/2014	GEN	39452	CREEK AUTO SERVICES LLC	LOF MONTHLY MAINT/MT & BAL 4 TIRES 05-16	98.95
				LOF MT & BAL 2 TIRES/AC REPAIR 12-144	615.92
				LOF/REPAIR R FRONT TIRE 13-384	46.95
				LOF 09-226	34.95
					<u>796.77</u>
08/28/2014	GEN	39453	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	780.00
08/28/2014	GEN	39454	KENDALL PRINTING	K-9 TIME CARDS	87.47

DRUG FORFEITURE FORMS 353.00

440.47

08/28/2014	GEN	39455	L & M LANDSHAPING	SCRAP TIRE RESURFACING	77,297.23
08/28/2014	GEN	39456	LETAVIS ENTERPRISES INC.	(70) VEH WASHES APRIL & MAY 2014	472.50
08/28/2014	GEN	39457	OHM ADVISORS	MILLER RD-TALLMADGE TO DYE PRG BILL #5	5,599.09
08/28/2014	GEN	39458	OHM ADVISORS	MILLER MORRISH TO ELMS PROG BILL #5	1,269.78
08/28/2014	GEN	39459	PRINTING SYSTEMS	STORG CONT/BLLT BAG/BLLT CONT/AV POLL BO	23.45
08/28/2014	GEN	39460	ROWE PROFESSIONAL SERVICES CO	SITE PLAN REVIEW O'REILLY AUTO	186.00
08/28/2014	GEN	39461	ROWE PROFESSIONAL SERVICES CO	ASSET MANAGEMENT AND CAPITAL IMPROVEMENT	3,348.25
08/28/2014	GEN	39462	RWS OF MID MICHIGAN	FY15 GARBAGE/RECYCLING/YARD WASTE	21,792.68

08/28/2014	GEN	39463	SPRINGBROOK EAST CONDO ASSOC	MOWING VACANT LOTS LINDSEY/RUSSELL	130.44
				MOWING 7/3 & 7/31/14 VACANT LOTS LINDSEY	<u>260.88</u>

391.32

08/28/2014	GEN	39464	SWANK MOTION PICTURE INC.	DVD PLANES MOVIE NIGHT 8/22/14	374.00
08/28/2014	GEN	39465	TRANSUNION RISK AND ALTERNATIVE	RECORD CHECKS LT BADE	1.00
08/28/2014	GEN	39466	VILLAGE CLEANERS	JULY 2014 UNIFORM CLEANING	<u>110.75</u>

GEN TOTALS:

Total of 116 Disbursements: 355,661.34

**SWARTZ CREEK POLICE DEPARTMENT
MOTOR POOL RENTAL HOURS
AUGUST 2014**

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	8	0	0	0
#05-649	75	0	0	0
#12-144	162	18	0	0
#09-401	45	0	0	0
#13-384	503	10	0	0
#09-226	97	6	0	3
#10-161	97	11	0	0
TOTAL	987	45	0	3

Enforcements By Category

09/12/14

BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E14-080	6491 BRISTOL RD	Closed	08/07/14	09/03/14
E14-084	5397 MILLER RD	No Violation	08/11/14	08/14/14
E14-085	8103 CRAPO ST	Closed	08/14/14	09/03/14
E14-088	5286 MILLER RD	Violation	08/14/14	
E14-091	7025 YARMY DR	No Violation	08/19/14	08/20/14

Total Entries: 5

BUILDING VIOLATIONS

Enforcement Number	Address	Status	Filed	Closed
E14-086	8295 MILLER RD	Violation	08/14/14	
E14-087	9181 CHESTERFIELD DR	Closed	08/14/14	09/03/14
E14-096	7538 MILLER RD	No Violation	08/26/14	09/03/14

Total Entries: 3

OCCUPANCY

Enforcement Number	Address	Status	Filed	Closed
E14-090	4290 MORRISH RD	Complete	08/18/14	08/19/14

Total Entries: 1

PARKING

Enforcement Number	Address	Status	Filed	Closed
E14-077	8523 CHESTERFIELD DR	Closed	08/04/14	08/20/14
E14-078	5111 WORCHESTER DR	Closed	08/04/14	08/27/14

Total Entries: 2

Enforcements By Category

09/12/14

Enforcement Number	Address	Status	Filed	Closed
E14-089	7115 MILLER RD	No Violation	08/14/14	08/20/14
Total Entries: 1				

WATER DISCHARGE

Enforcement Number	Address	Status	Filed	Closed
E14-094	5126 MORRISH RD	Violation	08/25/14	08/27/14
Total Entries: 1				

WEED COMPLAINT

Enforcement Number	Address	Status	Filed	Closed
E14-079	5015 HOLLAND DR	Inspection Pending	08/05/14	
E14-081	4301 ELMS RD	Inspection Pending	08/08/14	08/08/14
E14-082	5256 DON SHENK DR	Inspection Pending	08/11/14	
E14-083	5397 MILLER RD	Inspection Pending	08/11/14	
E14-093	5126 MORRISH RD	Violation	08/22/14	
E14-095	6491 BRISTOL RD	Violation	08/26/14	
Total Entries: 6				

Total Records: 19

Population: All Records

Enforcement.DateFiled Between 8/1/2014 12:00:00 AM AND 8/31/2014 12:00:00 AM

Inspection List

09/12/14

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
7127 ABBEY LN	58-36-526-045	Post Hole	08/04/2014	08/04/2014	Approved	Marty Johnson
7070 MILLER RD A	58-36-576-012	Final	08/05/2014	08/05/2014	Approved	Bob Davis
7070 MILLER RD A	58-36-576-012	Final	08/05/2014	08/05/2014	Canceled	Marty Johnson
8523 CHESTERFIELD DR	58-03-526-001	Letter	08/05/2014	08/05/2014	Violation(s)	Tara Ford
5207 GREENLEAF DR	58-03-533-082	Final	08/05/2014	08/04/2014	Approved	Leon Buning
5207 GREENLEAF DR	58-03-533-082	Final	08/05/2014	08/05/2014	Approved	Bob Davis
5111 WORCHESTER DR	58-02-501-092	Letter	08/05/2014	08/05/2014	Violation(s)	Tara Ford
3374 ELMS RD	58-25-576-019	Letter	08/05/2014	08/05/2014	Violation(s)	Tara Ford
5086 FAIRCHILD ST	58-02-526-082	Letter	08/05/2014	08/05/2014	Violation(s)	Tara Ford
5090 FAIRCHILD ST	58-02-526-081	Letter	08/05/2014	08/05/2014	Violation(s)	Tara Ford
5020 FORD ST	58-02-528-009	Letter	08/05/2014	08/05/2014	Violation(s)	Tara Ford
5123 MORRISH RD	58-01-100-021	Letter	08/05/2014	08/05/2014	Violation(s)	Tara Ford
5370 MILLER RD	58-29-551-012	Letter	08/05/2014	08/05/2014	Violation(s)	Tara Ford
5015 HOLLAND DR	58-01-100-035	Code	08/05/2014			Tom Svrcek
5184 BIRCHCREST DR	58-03-531-120	Letter	08/05/2014	08/05/2014	Violation(s)	Tara Ford
5207 GREENLEAF DR	58-03-533-082	Status	08/06/2014	08/04/2014	Partially Complied	Marty Johnson
5375 SEYMOUR RD	58-03-533-031	Citation	08/06/2014	08/20/2014	No Change	Marty Johnson
5235 WORCHESTER DR	58-02-502-034	Citation	08/06/2014	08/20/2014	No Change	Marty Johnson
5157 MORRISH RD	58-01-100-013	Direction	08/06/2014			Marty Johnson
7151 PARK RIDGE PKWY	58-36-529-017	Final	08/06/2014	08/06/2014	Approved	Leon Buning
5927 CROSSCREEK DR	58-36-651-209	Final	08/07/2014			Leon Buning
4375 MAYA LN	58-36-676-037	Final	08/07/2014	08/07/2014	Approved	Leon Buning
8253 MILLER RD	58-02-526-062	Final & Service	08/07/2014	08/07/2014	Approved	Leon Buning
6491 BRISTOL RD	58-31-501-009	Ordinance	08/07/2014	08/14/2014	Violation(s)	Marty Johnson
4301 ELMS RD	58-31-551-006	Site Inspection	08/08/2014			Tom Svrcek
5256 DON SHENK DR	58-02-503-004	Site Inspection	08/11/2014			Tom Svrcek
5397 MILLER RD	58-32-100-005	Site Inspection	08/11/2014			Tom Svrcek

Inspection List

09/12/14

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
5207 GREENLEAF DR	58-03-533-082	Status	08/12/2014	08/05/2014	Complied	Marty Johnson
7085 BRISTOL RD	58-36-526-062	Final	08/12/2014	08/12/2014	Approved	Bob Davis
7370 CROSSCREEK DR	58-36-651-228	Final	08/12/2014	08/12/2014	Approved	Bob Davis
6060 BRISTOL RD	58-29-300-007	Rough-UAW & Fina	08/12/2014	08/12/2014	Approved	Leon Buning
7230 LINDSEY DR	58-36-676-057	Swr Tap In	08/12/2014	08/12/2014	Approved	Bob Davis
5472 MILLER RD	58-29-551-002	Status	08/13/2014	08/14/2014	No Change	Marty Johnson
5242 SEYMOUR RD	58-03-531-067	Status	08/13/2014	08/14/2014	Complied	Marty Johnson
4010 JENNIE LN	58-36-526-001	Status	08/13/2014	08/14/2014	Complied	Marty Johnson
5397 MILLER RD	58-32-100-005	Site Inspection	08/13/2014	08/14/2014	No Violation	Marty Johnson
7410 CROSSCREEK DR	58-36-651-155	Final	08/14/2014	08/14/2014	Approved	Bob Davis
7449 COUNTRY MEADOW DR	58-36-651-050	Final	08/14/2014	08/14/2014	Approved	Marty Johnson
5286 MILLER RD	58-29-551-020	Code	08/14/2014	08/14/2014	Violation(s)	Marty Johnson
7070 MILLER RD A	58-36-576-012	Final	08/18/2014	08/18/2014	Approved	Marty Johnson
6491 BRISTOL RD	58-31-501-009	Letter	08/18/2014	08/18/2014	Violation(s)	Tara Ford
4375 MAYA LN	58-36-676-037	Final & Gas Pressur	08/19/2014	08/19/2014	Approved	Bob Davis
9290 JILL MARIE LN	58-03-534-043	Final Zoning	08/19/2014	08/19/2014	Approved	Marty Johnson
4290 MORRISH RD	58-35-400-001	Site Inspection	08/19/2014	08/19/2014	Complied	Marty Johnson
8298 MILLER RD	58-35-300-019	Status	08/20/2014	08/20/2014	No Change	Marty Johnson
3374 ELMS RD	58-25-576-019	Citation	08/20/2014	08/20/2014	Complied	Marty Johnson
5086 FAIRCHILD ST	58-02-526-082	Citation	08/20/2014	08/20/2014	No Change	Marty Johnson
5090 FAIRCHILD ST	58-02-526-081	Citation	08/20/2014	08/20/2014	No Change	Marty Johnson
5020 FORD ST	58-02-528-009	Citation	08/20/2014	08/20/2014	No Change	Marty Johnson
5123 MORRISH RD	58-01-100-021	Citation	08/20/2014	08/20/2014	Complied	Marty Johnson
5370 MILLER RD	58-29-551-012	Citation	08/20/2014	08/20/2014	No Change	Marty Johnson
5184 BIRCHCREST DR	58-03-531-120	Status	08/20/2014	08/20/2014	No Change	Marty Johnson
8523 CHESTERFIELD DR	58-03-526-001	Status	08/20/2014	08/20/2014	Complied	Marty Johnson
8295 MILLER RD	58-02-526-092	Code	08/20/2014	08/20/2014	Violation(s)	Marty Johnson

Inspection List

09/12/14

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
9181 CHESTERFIELD DR	58-03-531-154	Code	08/20/2014	08/20/2014	Violation(s)	Marty Johnson
7115 MILLER RD	58-36-577-018	Code	08/20/2014	08/20/2014	No Violation	Marty Johnson
7025 YARMY DR	58-36-526-023	Ordinance	08/20/2014	08/20/2014	No Violation	Marty Johnson
7139 MILLER RD	58-36-577-019	Letter	08/20/2014	08/20/2014	Violation(s)	Tara Ford
8103 CRAPO ST	58-02-530-042	Code	08/20/2014	08/20/2014	Violation(s)	Marty Johnson
9155 OAKVIEW DR	58-03-533-016	Final	08/21/2014	08/21/2014	Approved	Leon Buning
9155 OAKVIEW DR	58-03-533-016	Final	08/21/2014	08/21/2014	Approved	Bob Davis
8298 MILLER RD	58-35-300-019	Letter	08/21/2014	08/21/2014	Violation(s)	Tara Ford
5286 MILLER RD	58-29-551-020	Letter	08/21/2014	08/21/2014	Violation(s)	Marty Johnson
9181 CHESTERFIELD DR	58-03-531-154	Letter	08/21/2014	08/21/2014	Violation(s)	Tara Ford
8103 CRAPO ST	58-02-530-042	Letter	08/21/2014	08/21/2014	Violation(s)	Tara Ford
8295 MILLER RD	58-02-526-092	Letter	08/21/2014	08/21/2014	Violation(s)	Tara Ford
5126 MORRISH RD	58-02-200-019	Site Inspection	08/22/2014			Marty Johnson
4375 MAYA LN	58-36-676-037	Final	08/23/2014	08/23/2014	Approved	Bob Davis
7442 GROVE ST	58-01-502-108	Final	08/25/2014	08/25/2014	Approved	Marty Johnson
4177 MOUNTAIN ASH LN	58-36-529-020	Final	08/25/2014	08/25/2014	Approved	Marty Johnson
4375 MAYA LN	58-36-676-037	Final	08/25/2014	08/25/2014	Partially Approved	Marty Johnson
5441 SEYMOUR RD	58-03-533-199	Final	08/25/2014	08/25/2014	Approved	Leon Buning
8006 MILLER RD	58-35-576-048	Final	08/25/2014	08/25/2014	Approved	Leon Buning
7257 MILLER RD	58-36-577-031	Final	08/26/2014	08/26/2014	Approved	Leon Buning
7257 MILLER RD	58-36-577-031	Final	08/26/2014	08/26/2014	Approved	Bob Davis
6060 BRISTOL RD	58-29-300-007	Partial Final & Partia	08/26/2014	08/26/2014	Approved	Marty Johnson
6491 BRISTOL RD	58-31-501-009	Site Inspection	08/26/2014			Tom Svrcek
4264 MORRISH RD	58-35-576-021	Status	08/27/2014	08/27/2014	No Change	Marty Johnson
5126 MORRISH RD	58-02-200-019	Status	08/27/2014	08/27/2014	Complied	Marty Johnson
5111 WORCHESTER DR	58-02-501-092	Status	08/27/2014	08/27/2014	Complied	Marty Johnson
7139 MILLER RD	58-36-577-019	Status	08/27/2014	08/27/2014	No Change	Marty Johnson

Inspection List

09/12/14

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
5126 MORRISH RD	58-02-200-019	Code	08/27/2014	08/27/2014	Violation(s)	Marty Johnson
7538 MILLER RD	58-36-300-021	Ordinance	08/27/2014	08/27/2014	Canceled	Marty Johnson
5927 CROSSCREEK DR	58-36-651-209	Final	08/28/2014	08/28/2014	Approved	Bob Davis
5232 MORRISH RD	58-02-200-033	Post Hole	08/28/2014	08/28/2014	Approved	Marty Johnson

Inspections: 85

Population:

City of Swartz Creek Building Permit List

2014

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
Building							
PB1400042	08/19/14	T-MOBILE CENTRAL LLC		58-35-751-001	\$15,000	\$170.00 8100 CIVIC DR	48473 Com Add/Alter/Repair
PB1400043	08/22/14	WOODSIDE BUILDERS, INC	(810) 635 2227	58-02-200-033	\$31,185	\$255.00 5232 MORRISH RD	48473-Com Utility Building
PB1400044	08/22/14	BEEBE, SUSAN OR CURREN		58-35-776-090	\$1,440	\$105.00 90 HAMILTON ST	48473-Res Deck
PB1400045	08/26/14	Hanson's Window & Constructi	(248) 581 3030	58-02-551-005	\$3,638	\$115.00 5278 WORCHESTER DR	48473-Window Replacement
Total:		4 Permits		Value: \$51,263		Fee Total: \$645.00	Total Number of Dwelling Units 0

Electrical

PE1400041	08/01/14	Signs By Crannie	(810) 487 0000	58-35-576-039	\$0	\$110.00 8048 MILLER RD	48473-Electrical
PE1400042	08/01/14	Bratcher Electric Inc	(734) 722 0037	58-03-531-159	\$0	\$136.00 9233 CHESTERFIELD DR	48473-Electrical
PE1400043	08/01/14	PHASE LOGIC INC	(810) 407 7205	58-36-651-209	\$0	\$106.00 5927 CROSSCREEK DR	48473-Electrical
PE1400044	08/04/14	JOHNSON, JASON		58-03-533-082	\$0	\$120.00 5207 GREENLEAF DR	48473-Electrical
PE1400045	08/05/14	Cougar Electric LLC	(810) 691 2684	58-03-533-199	\$0	\$216.00 5441 SEYMOUR RD	48473-Electrical
PE1400046	08/06/14	DM Burr Mechanical	(810) 213 6727	58-03-533-016	\$0	\$122.00 9155 OAKVIEW DR	48473-Electrical
PE1400047	08/11/14	Oak Electric Service	(248) 623 4900	58-03-528-026	\$0	\$106.00 9118 CHELMSFORD DR	48473 Electrical
PE1400048	08/11/14	Cougar Electric LLC	(810) 691 2684	58-35-576-048	\$0	\$115.00 8006 MILLER RD	48473-Electrical
Total:		8 Permits		Value: \$0		Fee Total: \$1,031.00	Total Number of Dwelling Units 0

Mechanical

PM140062	08/06/14	DM Burr Mechanical	(810) 213 6727	58-03-533-016	\$0	\$160.00 9155 OAKVIEW DR	48473-Mechanical
PM140063	08/11/14	Gary Pipia	(248) 623 4900	58-03-528-026	\$0	\$105.00 9118 CHELMSFORD DR	48473 Mechanical
PM140064	08/14/14	Terry Allen Plbg & Htg Co	(810) 232 8270	58-36-526-022	\$0	\$175.00 4194 JENNIE LN	48473-Mechanical

City of Swartz Creek

Building Permit List

2014

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
PM140065	08/20/14	Terry Allen Plbg & Htg Co	(810) 232 8270	58-36-530-016	\$0	\$130.00	7216 PARK RIDGE PKWY 48473-Mechanical
PM140066	08/26/14	Vanguard Fire & Security Syste	(616) 245 8719	58-32-100-004	\$0	\$195.00	5499 MILLER RD 48473-Mechanical
PM140067	08/26/14	Terry Allen Plbg & Htg Co	(810) 232 8270	58-29-551-010	\$0	\$135.00	5404 MILLER RD 48473-Mechanical
Total:		6 Permits	Value: \$0		Fee Total: \$900.00		Total Number of Dwelling Units 0

Plumbing

PP140016	08/04/14	JOHNSON, JASON		58-03-533-082	\$0	\$105.00	5207 GREENLEAF DR 48473-Plumbing
PP140017	08/26/14	RC Plumbing LLC	()	58-02-504-001	\$0	\$105.00	8301 MILLER RD 48473-Plumbing
Total:		2 Permits	Value: \$0		Fee Total: \$210.00		Total Number of Dwelling Units 0

Zoning

PZ14-0016	08/01/14	Signs By Crannie	(810) 487 0000	58-35-576-039	\$0	\$120.00	8048 MILLER RD 48473-Sign
PZ14-0017	08/26/14	GRIMES, DARWIN & PATRIC		58-02-501-022	\$3,673	\$25.00	5160 OAKVIEW DR 48473-Shed
Total:		2 Permits	Value: \$3,673		Fee Total: \$145.00		Total Number of Dwelling Units 0

Permit Total: 22 **Value: \$54,936** **Fee Total: \$2,931.00**

City of Swartz Creek Building Permit List 2014

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
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Permit.DateIssued Between 8/1/2014 12:00:00
AM AND 8/31/2014 12:00:00 AM

CITY OF SWARTZ CREEK
PARK RULES AND REGULATIONS

Highlighted text was derived from existing city ordinances.

AUTHORITY. These rules are approved by the city council and enforceable pursuant to the provisions of Section 11-51 of the Code of Ordinances of the City of Swartz Creek, Michigan.

APPLICABILITY. These rules apply to City of Swartz Creek parks, play fields, and other public grounds, hereafter called parks.

HOURS. City parks shall be open to the public, daily, between the hours of 8:00 a.m. to 10:00 p.m. and, excepting as provided in this article, it shall be unlawful to occupy or be present in any public park during such hours when it is not open to the public. Seasonal park provisions, including water, bathroom facilities, and waste collection will be offered May through October or as directed by the city manager.

Exceptions to use of or presence in park after hours.

1) Notwithstanding section 11-47, it shall not be unlawful for city employees, while on city business, to remain in or on public parks during such times as the park shall be closed to the public.

2) It shall not be unlawful for persons other than city employees to be on or in park property after hours, as provided in section 11-47, provided that they have the prior approval and written permission of the city manager and that such approval shall not be granted except in pursuance of and when related to city business.

CREEK ACCESS AND FLOOD STAGE WATER. Creek access is permitted in Winshall Park at the risk of the user. Swimming and the use of any boat, canoe, or other floatation device within a city park during a flood event is prohibited except by emergency personnel.

SMOKING. Smoking, including (e-cig or e-cigarettes), personal vaporizers (PV) or electronic nicotine delivery systems (ENDS), is prohibited in the city parks.

PROHIBITED USES AND ACTS. No person in any park owned or operated by the city shall:

1) *Injuring, removing property.* Willfully mark, deface, disfigure, cut, injure, tamper with, break, displace, or remove any buildings, cables, benches, tables, fireplaces, grills, light poles, fountains, tennis nets, trees, playground equipment, public utilities or parts of appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, flag poles, stakes, posts, fences or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal.

2) *Kindling fires.* No person shall kindle or build or cause to be kindled or built a fire in any park except in designated places. In those areas where fires are permissible, such fires must be contained in a receptacle designed for the purpose of holding a fire and must be attended at all times. No person shall set fire to trash, garbage or the contents of trash receptacles at any time.

3) *Pets, animals.* No person shall bring in, cause, or allow any dog, cat or other pets or animals which he owns or has permission to control to be brought within the confines of any park unless such animal be attached to a leash not to exceed eight feet in length; such leash is to be of sufficient strength to hold such animal in constant check. Disposal of animal waste is required.

4) *Hindering employees.* No person shall interfere with or in any manner hinder any employee of the city while engaged in constructing, maintaining, repairing or caring for any park property.

5) *Restricted sections of park.* No person shall enter upon any area of the park system where persons are prohibited from going, as indicated by signs, notices or where secured by fences and gates.

6) *Firearms, bow and arrows, fireworks and devices.* No person shall discharge a firearm of any description while in or on park property, provided that such prohibition shall not apply to any peace officer while in the exercise of his official duties. No person shall shoot any arrow by the use of a bow, excepting in such areas as shall be specifically designated as areas for the use of bows and arrows.

7) *Peace, disorderly conduct.* No person shall make or excite any disturbance or contention on any public grounds or park. (No person shall use any indecent or obscene language).

8) *Drunkenness, alcoholic liquors.* No person shall enter, be in or remain on park property while under the influence of intoxicants or under the influence of unlawful drugs or controlled substances. It shall be unlawful to bring into or use alcoholic liquors upon park property.

9) *Drinking fountains.* No person shall throw, discharge or otherwise place in the waters or any fountain, wash basin or toilets any substance, liquid or solid, which may result in water pollution or create a health hazard to the public.

10) *Sleeping in parks.* No person shall sleep, whether in a vehicle, trailer, tent, hammock or other manner, on park property during the hours the park is closed, excepting in such areas as shall be specifically designated for such use. Furthermore, such use in such areas shall require the written approval and authorization of the city manager, and such approval and authorization shall clearly designate the time period within which such use may be made.

11) *Dumping articles in parks.* No person shall deposit any rubbish, garbage or refuse matter, break glass or bottles in or upon any part of the park system other than such refuse accumulated from organized and acceptable activities within the

park, and such refuse must be deposited in receptacles provided for that purpose.

12) *Posted signs, rules and regulations.* No person shall willfully disregard posted signs which regulate the days, hours for various activities, or any other signs installed, posted or attached for control, maintenance, safety or any other purpose within the park system.

13) *Public meetings, parades.* No person, organization, club or group shall hold or participate in any parade, drill, exhibition, political meeting, religious meeting, concert, lecture or public entertainment of any kind within the park system without the express consent and written approval of the city manager.

14) *Advertisements.* No person shall post, stencil or otherwise affix any placard, advertisement or notice of any kind upon or to any park property.

15) *Offering articles for sale.* No person shall carry on any trade or business or sell or display any goods, wares or merchandise in the park system without permission from the city manager.

16) *Inflatable play equipment.* Inflatable play equipment is prohibited unless arrangements are made in advance and a certificate of insurance from the party providing such equipment is filed with the city and includes a rider naming the city as an additionally insured party.

PARK POLICE AND EMPLOYEES. No person shall resist any police officer or city employee exercising his duty within the park area, or fail or refuse to obey any lawful command of any such police officer or park employee, or in any way interfere with, hinder or prevent any such police officer or park employee from discharging his duty, or in any manner assist or give aid to any person in custody to escape or to attempt to escape from custody, or to rescue or attempt to rescue any person when in such custody.

MOTOR VEHICLES. The operation of motor vehicles in any park is prohibited, except in that area laid out and appropriated as driving lanes, parking area, or for motor vehicles by the city. No motor vehicle shall be driven or operated on a driving lane at a speed greater than ten miles per hour.

1) No person shall stop, stand or park a motor vehicle except in such areas as may be laid out and designated as a parking area by the city.

2) No person shall operate a motor vehicle on any lane or service drive, whether posted or not, which is laid out as a means of access for maintenance employees to the various sections of the park system.

3) No person shall park or store any motor vehicle during the hours the park is closed in any park, parking area or driving lane owned or operated by the city. Members of the police department are hereby authorized to remove any vehicles so parked or stored.

4) It shall be unlawful for any person, whether a pedestrian or operating a motor vehicle of any type, to fail to obey any such applicable traffic control sign, signal, lane marking or other device, whether permanent or temporary, unless otherwise directed by a police officer or city personnel conducting city business.

FEES. Fees for pavilion and other facility rentals shall be set by resolution of the city council and shall not be waived. Monies must be paid at the time of reservation. Cancellations must be made two (2) weeks prior to event date and all cancellations are subject to a \$20 fee. No refunds will be given.

Deposits, in an amount set by resolution of the city council, shall also be collected for pavilion rentals. Said deposit shall be forfeited in for damage to park facilities, failure to properly clean facilities, or violations of park rules that are found in connection to the rental.

PAVILION RESERVATIONS. Picnic pavilions shall be available on a first-come, first-served basis. Reservations will be taken beginning on the first business day of each calendar year for city residents and thirty (30) days after the first business day of each calendar year for resident and non-resident applications.

LIMITED USE FACILITY RESERVATIONS. Any club, school, association, organization or recognized group desiring the use of specific areas of any park, such as picnic areas, athletic fields or ice rinks, shall file an application with the city manager and shall not use the park or area until the permit is granted.

1) All permits shall require the permittee to clean up the park area after activity has terminated. All applications for permits must give the name, address and phone number of the permittee or the person responsible for the necessary policing thereof.

2) All persons shall honor any special permits issued by the city, for certain areas, days and times, to clubs, organizations, teams or any other groups, including, but not limited to, picnic grounds, ball fields, skating rinks, stadiums, provided that such permit is on official forms when presented.

3) Reservations will be given on a first come, first served basis beginning the first business day of each calendar year. Priority in the use of ball fields, soccer fields and similar athletic facilities in city parks shall be given to organizations scheduling regular games or matches. The city manager shall have the authority to designate organizations to provide for scheduling and oversight of use of athletic fields. Such organizations shall schedule use of the fields in a way that accommodates use by all interested organizations to the greatest extent feasible and to provide for compliance by these rules and regulations by all organizations using the athletic facilities.

4) The city manager shall have the authority to restrict use of athletic fields to avoid excessive wear and tear on facilities.

5) Organizations using athletic fields for scheduled games, matches and practices shall be responsible for removing litter from the areas used for their

PRC Approval: September 9, 2014
City Council Approval: Pending

activities. In addition, organizations shall be responsible for removing and storing any equipment used in their activities. Installation of bleachers or similar facilities must be authorized by the city manager or his/her designee.

6) The city will provide refuse disposal and the maintenance of athletic fields in coordination with the needs and schedules of organizations using the fields. Organizations using athletic fields that undertake specific activities uniquely required for their particular use of the fields such as the installation of bases or nets, the painting of lines on fields, etc. require prior approval.

7) Weekend reservations for facilities shall not be permitted. Playscapes, restrooms, play equipment are not reservable.

EXPANDED PARK USE AND RESERVATIONS. Swartz Creek-based organizations (defined as non-profit organizations or institutions with a principle office or auxiliary presence within the Swartz Creek school district) may be permitted the use of designated areas of city parks, including control during hours the parks are closed to the public, subject to the following conditions:

- 1) Use must be pre-approved by the city council.
- 2) The organizations' use of the park area shall not violate any local or state law nor unreasonably interfere with the use and enjoyment of adjacent park areas by others.
- 3) The organizations shall hold the city harmless from liability for incidents arising out of the organizations' use of the park area and shall provide evidence of insurance coverage.
- 4) The city reserves the right to direct where organizations' structures are installed and activities conducted to minimize damage to park property and facilities and to limit interference with the use of adjacent areas of the park.
- 5) Fees shall equal the cost of all pavilion rentals for the park in use on a daily basis. Additional fees may be charged for services requested of the city and negotiated in advance, including use of barricades, additional utilities, port-a-johns, etc.
- 6) In no case will use result in a charge or prohibition on general access to the park by the public, by vehicle or other means.

VENDING. Vending is permitted on a limited basis after application to the city manager and under the administrative rules set by the city, including a background check and administrative fee.

PUBLIC NOTICE. The public shall be deemed to have been properly notified of the provisions of these rules and regulations upon their publication in a newspaper of general circulation in the city. Signs may be posted to insure substantial compliance with the provisions of these rules and regulations.

PRC Approval: September 9, 2014
City Council Approval: Pending

Swartz Creek, Michigan, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 11 - PARKS AND RECREATION >> ARTICLE III. - RULES AND REGULATIONS >>

ARTICLE III. - RULES AND REGULATIONS

[Sec. 11-46. - Definitions.](#)

[Sec. 11-47. - Park hours.](#)

[Sec. 11-48. - Exceptions to use of or presence in park after hours.](#)

[Sec. 11-49. - Prohibited uses and acts.](#)

[Sec. 11-50. - Permits required.](#)

[Sec. 11-51. - Park police and employees.](#)

[Sec. 11-52. - Motor vehicles.](#)

Sec. 11-46.- Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Motor vehicle means any vehicle that is self-propelled, by any means whatever, including all devices in, upon or by which any person or property may be transported or drawn, excluding only those devices moved exclusively by human power.

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

Parking means standing a vehicle, whether occupied or not, when not loading or unloading, except when making necessary repairs.

Parking lot means any off-street area, whether paved or not, located outside the boundary lines of any public street or highway and used by the public for the parking of motor vehicles.

(Ord. No. 104, § 1, 5-29-73)

Cross reference— *Definitions and rules of construction generally, § 1-2.*

Sec. 11-47.- Park hours.

City parks shall be open to the public, daily, between the hours of 8:00 a.m. to 10:00 p.m. and, excepting as provided in this article, it shall be unlawful to occupy or be present in any public park during such hours when it is not open to the public.

(Ord. No. 104, § 2, 5-29-73)

Sec. 11-48.- Exceptions to use of or presence in park after hours.

- (a) Notwithstanding section 11-47, it shall not be unlawful for city employees, while on city business, to remain in or on public parks during such times as the park shall be closed to the public.
- (b) It shall not be unlawful for persons other than city employees to be on or in park property after hours, as provided in section 11-47, provided that they have the prior approval and written permission of the

city manager and that such approval shall not be granted except in pursuance of and when related to city business.

(Ord. No. 104, § 3, 5-29-73)

Sec. 11-49.- Prohibited uses and acts.

No person in any park owned or operated by the city shall:

- (1) *Injuring, removing property.* Willfully mark, deface, disfigure, cut, injure, tamper with, break, displace, or remove any buildings, cables, benches, tables, fireplaces, grills, light poles, fountains, tennis nets, trees, playground equipment, public utilities or parts of appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, flag poles, stakes, posts, fences or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal.
- (2) *Kindling fires.* No person shall kindle or build or cause to be kindled or built a fire in any park except in designated places. In those areas where fires are permissible, such fires must be contained in a receptacle designed for the purpose of holding a fire and must be attended at all times. No person shall set fire to trash, garbage or the contents of trash receptacles at any time.
- (3) *Pets, animals.* No person shall bring in, cause, or allow any dog, cat or other pets or animals which he owns or has permission to control to be brought within the confines of any park unless such animal be attached to a leash not to exceed eight feet in length; such leash is to be of sufficient strength to hold such animal in constant check.
- (4) *Hindering employees.* No person shall interfere with or in any manner hinder any employee of the city while engaged in constructing, maintaining, repairing or caring for any park property.
- (5) *Restricted sections of park.* No person shall enter upon any area of the park system where persons are prohibited from going, as indicated by signs, notices or where secured by fences and gates.
- (6) *Firearms, bow and arrows, fireworks and devices.* No person shall discharge a firearm of any description while in or on park property, provided that such prohibition shall not apply to any peace officer while in the exercise of his official duties. No person shall shoot any arrow by the use of a bow, excepting in such areas as shall be specifically designated as areas for the use of bows and arrows.
- (7) *Peace, disorderly conduct.* No person shall make or excite any disturbance or contention on any public grounds or park. (No person shall use any indecent or obscene language in the presence or hearing of any woman or child.)
- (8) *Drunkenness, alcoholic liquors.* No person shall enter, be in or remain on park property while under the influence of intoxicants or under the influence of unlawful drugs or controlled substances. It shall be unlawful to bring into or use alcoholic liquors upon park property.
- (9) *Drinking fountains.* No person shall throw, discharge or otherwise place in the waters or any fountain, wash basin or toilets any substance, liquid or solid, which may result in water pollution or create a health hazard to the public.
- (10) *Sleeping in parks.* No person shall sleep, whether in a vehicle, trailer, tent, hammock or other manner, on park property during the hours the park is closed, excepting in such areas as shall be specifically designated for such use. Furthermore, such use in such areas shall require the written approval and authorization of the city manager, and such approval and authorization shall clearly designate the time period within which such use may be made.
- (11) *Dumping articles in parks.* No person shall deposit any rubbish, garbage or refuse matter, break glass or bottles in or upon any part of the park system other than such refuse accumulated from organized and acceptable activities within the park, and such refuse must be deposited in receptacles provided for that purpose.

- (12) *Posted signs, rules and regulations.* No person shall willfully disregard posted signs which regulate the days, hours for various activities, or any other signs installed, posted or attached for control, maintenance, safety or any other purpose within the park system.
- (13) *Public meetings, parades.* No person, organization, club or group shall hold or participate in any parade, drill, exhibition, political meeting, religious meeting, concert, lecture or public entertainment of any kind within the park system without the express consent and written approval of the city manager.
- (14) *Advertisements.* No person shall post, stencil or otherwise affix any placard, advertisement or notice of any kind upon or to any park property.
- (15) *Offering articles for sale.* No person shall carry on any trade or business or sell or display any goods, wares or merchandise in the park system without permission from the city manager.

(Ord. No. 104, § 4, 5-29-73)

State law reference— *Malicious mischief, MCL 750.377 et seq.; trespassing, MCL 750.546 et seq.; firearms and weapons, MCL 28.421 et seq., 750.222 et seq.; littering, MCL 752.901 et seq.*

Sec. 11-50.- Permits required.

Any club, school, association, organization or recognized group desiring the use of specific areas of any park, such as picnic areas, athletic fields or ice rinks, shall file an application with the city manager and shall not use the park or area until the permit is granted.

- (1) *Clean-up by permittee.* All permits shall require the permittee to clean up the park area after activity has terminated. All applications for permits must give the name, address and phone number of the permittee or the person responsible for the necessary policing thereof.
- (2) *Honoring special permits.* All persons shall honor any special permits issued by the city, for certain areas, days and times, to clubs, organizations, teams or any other groups, including, but not limited to, picnic grounds, ball fields, skating rinks, stadiums, provided that such permit is on official forms when presented.

(Ord. No. 104, § 5, 5-29-73)

Sec. 11-51.- Park police and employees.

No person shall resist any police officer or city employee exercising his duty within the park area, or fail or refuse to obey any lawful command of any such police officer or park employee, or in any way interfere with, hinder or prevent any such police officer or park employee from discharging his duty, or in any manner assist or give aid to any person in custody to escape or to attempt to escape from custody, or to rescue or attempt to rescue any person when in such custody.

(Ord. No. 104, § 6, 5-29-73)

State law reference— *Obstruction of police officer, MCL 750.479.*

Sec. 11-52.- Motor vehicles.

The operation of motor vehicles in any park is prohibited, except in that area laid out and appropriated as driving lanes, parking area, or for motor vehicles by the city. No motor vehicle shall be driven or operated on a driving lane at a speed greater than ten miles per hour.

- (1) No person shall stop, stand or park a motor vehicle except in such areas as may be laid out and designated as a parking area by the city.
- (2) No person shall operate a motor vehicle on any lane or service drive, whether posted or not, which is laid out as a means of access for maintenance employees to the various sections of the park system.
- (3) No person shall park or store any motor vehicle during the hours the park is closed in any

park, parking area or driving lane owned or operated by the city. Members of the police department are hereby authorized to remove any vehicles so parked or stored.

- (4) It shall be unlawful for any person, whether a pedestrian or operating a motor vehicle of any type, to fail to obey any such applicable traffic control sign, signal, lane marking or other device, whether permanent or temporary, unless otherwise directed by a police officer or city personnel conducting city business.

(Ord. No. 104, § 7, 5-29-73)

Cross reference— *Traffic and motor vehicles generally, Ch. 18.*

State law reference— *Michigan Vehicle Code, MCL 257.1 et seq.*



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention. sm

August 8, 2014

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

RE: Michigan Natural Resources Recreation Passport Grant Application
Elms Park

Dear Mr. Zettel:

Based on our conversations, ROWE Professional Services Company is pleased to submit this proposal to assist the City of Swartz Creek with preparing a Recreation Passport application to the Michigan Department of Natural Resources (MDNR) to develop improvements within Elms Park, based on the recent 5-Year Plan developed by ROWE. The project will be further defined based on a site evaluation in September with the Recreation Committee. We have also included an estimated fee range for preparing construction documents and assisting with grant administration based on a successful grant application submitted by the April 1, 2015 deadline.

Grant Application

Based on our discussions, city staff will prepare the narrative and supporting documentation for the application, with ROWE providing a site plan and cost estimates for the proposed improvements. The total target project cost will be \$80,000 with a 50% local match based on cash, as well as in-kind and donated funds. The project at Elms Park includes upgrades to the existing bathrooms to provide barrier free accessibility and improved maintenance, with function and appearance as one of the high ranking priorities listed in the recreation plan. Other work may include resurfacing the basketball court.

Work Item	Time Period
<ul style="list-style-type: none"> ➤ ROWE / Committee to meet on-site to determine project priorities for grant application. ROWE to prepare preliminary cost estimates. ➤ City / Committee to identify items of work to be completed by volunteer or donated effort based on preliminary site plan ➤ Identify letters of support and other documentation to be secured by the city 	September, 2014
<ul style="list-style-type: none"> ➤ Prepare project location map and preliminary site development plan (ROWE) ➤ Prepare preliminary opinion of construction costs (ROWE) 	October, 2014
<ul style="list-style-type: none"> ➤ Prepare project summary and need statement (City) ➤ Prepare explanation of match sources (City) ➤ Prepare site photo documentation (City) ➤ Prepare environmental checklist (City) 	October, 2014
<ul style="list-style-type: none"> ➤ Meet and review draft application with Committee (ROWE to attend) ➤ Facilitate public informational meeting for input on grant application (City) 	November, 2014

Work Item	Time Period
<ul style="list-style-type: none"> ➤ Prepare Notice of Intent and transmittal (City) ➤ Solicit / package of relevant documents and letters of support (City) ➤ Prepare Documentation of Site Control Form for signature by attorney (City) ➤ Provide package for council review and approval (City) ➤ Obtain resolution of support (City) 	December, 2014
<ul style="list-style-type: none"> ➤ Compile final grant package for signature (City) ➤ Upload to MiRecgrants website (ROWE) 	January, 2015

We will complete this work on a time and materials basis, invoicing the city only for efforts required by ROWE and maximizing the abilities of city staff. We estimate our fee to be approximately **\$3,800**. This includes \$1,200 in fees from Gazall Lewis Associates Architects, Inc. to assist with cost estimating, preliminary floor plan and elevation for the restroom building.

ROWE will continue to be available for additional services on a time and material basis to respond to supplemental information requests by the DNR.

Conditions:

1. Survey, engineering, permitting, wetland delineation or geotechnical services not included
2. ROWE to attend up to three meetings with city staff.

Construction Documents

Upon award of the grant application, ROWE will complete construction documents as the professional of record for the project for site related elements. Gazall Lewis Architects will be the professional of record for the project for architecture related elements. A revised proposal will be prepared based on the actual grant items awarded. Based on a project of \$80,000 we expect services to be within the 15% grant eligible fee range of \$12,000. The city will designate an individual for coordinating documentation for grant reimbursement and administration.

Conditions:

1. The city will obtain quotes and coordinate agreements with in-kind and volunteer services for work and document as required for reimbursement.
2. A single bidding document will be prepared for contracted work.
3. Daily construction oversight to be performed by city staff. Oversight and pay item verification will be performed by ROWE staff on an hourly basis.

We look forward to making progress on recreation projects within the community. You may return a signed copy of this proposal as confirmation of our on-going work.

Mr. Adam Zettel
August 8, 2014
Page 3

Please contact myself or Lou Fleury at (810) 341-7500 with any questions.

Sincerely,
ROWE Professional Services Company



Douglas Schultz, LLA
Director of Landscape Architecture

Having reviewed this proposal, including the attached statement of terms and conditions which is a part thereof, acceptance of this proposal is hereby confirmed. ROWE Professional Services Company is authorized to proceed with the work.

Accepted by: _____
Signature Date

Print Name and Title

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TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Owner agrees to limit ROWE Professional Services Company's total liability to the Owner and any contractors on the project to the Engineer's fee.

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

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

In performance of this work, the Engineer will comply with their policies regarding non-discrimination against employees on the basis of race, color, religion, national origin or ancestry, age or sex.

August 2014 FANG Report

Please see below for the FANG activity report for the month of August 2014, also note that HEMP flights were flown this month with MSP Aviation:

FANG learned that a high ranking member of the Spanish Cobra gang was being released from prison and a party was planned celebrating his release. FANG officers learned from a CI that the party was planned for 8/3/14. On 8/3/14, FANG officers organized an initiative and stopped several cars leaving the area of the party with assistance from MSP K9-35 and MSP-Flint troopers. Two handguns, a 9mm Ruger and .380 Taurus were seized from two separate traffic stops. Two suspects were arrested and lodged at the Flint City Jail.

On 8-4-14, FANG officers received information from an informant regarding the location of a suspect wanted by FANG on a three count manufacture methamphetamine warrant. Officers made contact at the location in the City of Flint arresting the suspect without incident. Officers also arrested another subject in the residence on an outstanding probation violation warrant. The subjects were lodged at the Flint City Jail.

On 8-4-14, FANG officers conducted a confidential informant controlled purchase of heroin from a suspect in a residence in the city of Flint. The investigation is on-going.

On 8-5-14, during operation HEMP, marijuana plants were observed growing outside a residence in Mundy Twp. by MSP Aviation Pilots utilizing an MSP Helicopter. FANG officers made contact at the residence and subsequently conducted a consent search. Officers located and seized 50 lbs. of processed marijuana from the residence. The investigation is continuing.

On 8-5-14, FANG officers responded to a request from Flint City Fire reference possible methamphetamine components found in a bag that was reported to be smoking. The discarded bag was found to contain methamphetamine components. Officers packaged and transported the components to the clandestine lab storage shed in Bridgeport per MSP policy. Items from the bag were seized and sent to the MSP lab for fingerprint analysis. The investigation is on-going.

On 8-5-14, during operation HEMP, marijuana plants were observed by the MSP helicopter growing in the freeway gore at I-75 and Dort Hwy. Officers seized 4 marijuana plants. There are no suspects.

On 8-5-14, during operation HEMP, marijuana plants were observed by the by MSP Aviation Pilots utilizing an MSP Helicopter growing at the corner of a residential property line. Officers seized 3 marijuana plants. Officers interviewed subjects in the area with no suspects being developed.

On 8-6-14, FANG officers conducted a controlled purchase of marijuana from a suspect in a residence in the city of Flint. As a result of this buy officers obtained and executed a search warrant at the residence on 8-7-14. Officers seized approximately 17 grams of marijuana, 1 gram of heroin, and prescription narcotics consisting of Xanax, morphine and vicodin. The suspect was lodged at the Flint City Jail.

On 8-6-14, FANG officers conducted a confidential informant controlled purchase of crack cocaine from a suspect in a residence in the city of Flint. As a result of this controlled purchase offices obtained and executed a search warrant at the residence on this same date. Officers seized 5 grams of marijuana, 2

grams of cocaine, 1 gram of crack and a pump shot gun. Forfeiture proceedings were initiated on \$1153.00. The suspect is a convicted felon and on circuit court probation. The suspect was arrested and lodged at the Genesee County Jail. The case is being reviewed by the AUSA regarding federal prosecution.

On 8-8-14, FANG officers conducted surveillance at a hotel in Flint Twp. after receiving information from an informant that a subject wanted by FANG on felony warrants was selling illegal narcotics from a room at the hotel. Officers observed the wanted suspect exit and then re-enter the room. Officers made entry into the room finding the suspect standing over a scale weighing up 21 grams of crack cocaine. Officers initiated forfeiture proceedings on \$1249.00. The suspect was arrested and lodged at the Genesee County Jail.

FANG officers had been in contact with a suspect via Craig's List reference marijuana for sale. On 8-8-14 an undercover officer purchased 1 pound of marijuana from the suspect at an agreed upon location in Flint Twp. A consent search of the suspect's residence in the city of Flint did not result in any further seizures. The investigation is on-going.

On 8-11-14, FANG officers conducted a confidential informant controlled purchase of heroin from a suspect in a residence in the city of Flint. The investigation is on-going.

On 8-11-14, FANG officers conducted a confidential informant controlled purchase of heroin from suspect in the city of Flint. The investigation is on-going. This is a separate incident from the above listed heroin purchase.

On 8-12-14, FANG officers executed a search warrant at a residence located in the City of Flint. The known drug dealer at the home is a convicted felon. Officers seized approximately .8 grams of heroin, a small amount of marijuana, (1) handgun and forfeiture was initiated on \$3459.00. The male was lodged in the Genesee County Jail. The case is being reviewed by the AUSA regarding federal prosecution.

On 8-12-14, FANG officers conducted surveillance on a known drug house in the City of Burton. A vehicle transporting three subjects left the home. Officers surveilled the subjects to two (2) known drug houses in the City of Flint where they stopped for a short time at each house. A marked unit made traffic stop on the vehicle and FANG officers approached. Officers seized approximately 6 grams of heroin, 2 grams of crack and one handgun. Two of the males were lodged in the Flint City lock up and one was released pending further investigation.

On 8-14-14, FANG officers conducted a controlled purchase of "crack" cocaine from a suspected drug dealer. Officers used a Confidential Informant (CI) to purchase the "crack" from a male at a house in the City of Flint. Intelligence was gathered after the purchase, and the investigation is still ongoing.

On 8-15-14, FANG officers were conducting surveillance on a house in the City of Flint in attempt to locate a Parole Absconder. The Absconder was also believed to be responsible for several residential Home Invasions in the county. Officers observed the male enter a vehicle and leave the residence. The vehicle was surveilled until a marked unit was able to make a traffic stop on the vehicle. The male was arrested and lodged in the Genesee County Jail for the Parole Absconder charge.

On 8-18-14, FANG officers conducted a controlled purchase of marijuana from a suspected drug dealer. Officers used a Confidential Informant (CI) to purchase the marijuana from a male at a house in the City of Flint. Intelligence was gathered after the purchase, and the investigation is still ongoing.

On 8-20-14, FANG officers executed a search warrant at a house on the east side of Flint. A small amount of cocaine and marijuana were seized from the home. A male was arrested for the narcotics and lodged in the Genesee County Jail. A female at the home was arrested and lodged on local outstanding warrants.

On 8-20-14, FANG officers executed a search warrant at a house in the City of Flint. The known drug dealer at the home is a convicted felon. Officers seized approximately 1.8 grams of heroin, 2 handguns and forfeiture was initiated on \$631.00. The male was lodged in the Genesee County Jail. The case is being reviewed by the AUSA regarding federal prosecution.

On 8-20-14, FANG officers conducted an Undercover Officer (UC) buy/bust at a City of Flint business parking lot. The UC contacted a Marijuana dealer through the internet on Craigslist. The UC set up a purchase of (18) clone Marijuana plants. The male suspect arrived and the purchase was made. He was arrested and later released PFI. The investigation is still ongoing. This tip was passed on to FANG from the Flint Post.

On 8-20-14, FANG officers conducted a controlled purchase of heroin from a suspected drug dealer. Officers used a Confidential Informant (CI) to purchase the heroin from a male at a house in the City of Flint. Intelligence was gathered after the purchase, and the investigation is still ongoing.

On 8-21-14, FANG officers conducted a controlled purchase of "crack" cocaine from a suspected drug dealer. Officers used a Confidential Informant (CI) to purchase the crack from a male on foot at the downtown Flint MTA bus station. Intelligence was gathered after the purchase, and the investigation is still ongoing.

On 8-22-14, FANG officers executed a search warrant at a residence in the City of Flint. The known drug dealer that resides at the home is currently on parole. A small amount of heroin was seized along with packaging material. Forfeiture was initiated for \$135.00. The male was lodged in the Genesee County Jail.

On 8-25-14, FANG officers conducted a controlled purchase of "crack" cocaine from a suspected drug dealer. Officers used a Confidential Informant (CI) to purchase the crack from a male at a house in the City of Flint. Intelligence was gathered after the purchase, and the investigation is still ongoing.

On 8-26-14, FANG officers assisted MAGNET by arresting two fugitives on Felony Warrants in the City of Flint. Both were lodged at the McCree district court building.

On 8-27-14, FANG officers conducted a controlled purchase of "crack" cocaine from a suspected drug dealer. Officers used a Confidential Informant (CI) to purchase the crack from a male using a bicycle to deliver narcotics in a Flint neighborhood. Intelligence was gathered after the purchase, and the investigation is still ongoing.

On 8-28-14, FANG officers were conducting surveillance on a suspected drug house in the City of Flint. A traffic stop was conducted on a vehicle leaving the home. Approximately .5 grams of cocaine was seized from the driver. The driver was arrested and the investigation is still ongoing.

On 8-29-14, FANG officers conducted a search warrant in the City of Flint. No property was seized from the home and no arrest was made.

Thanks to all of you for your continued support, if anyone has any questions or concerns, please do not hesitate to contact me.

Pat

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