

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, October 27, 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 October 13, 2014 MOTION Pg. 19
5. **APPROVE AGENDA:**
 - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
 - 6A. City Manager's Report (Agenda Item) MOTION Pg. 2
 - 6B. Rowe Preliminary Findings on Street Study (Agenda Item) Pg. 33
 - 6C. September FANG Report Pg. 79
 - 6D. Clayton Township Barn Demolition/Burn Status Pg. 83
 - 6E. Miller Road Vacant Lot Quit Claim Deed (Agenda Item) Pg. 84
 - 6F. Elms Park Tree Planting Status Pg. 97
 - 6G. HRC Proposal - Miller Road Third Party Mitigation (Agenda Item) Pg. 98
 - 6H. Fireboard Packet & Budget Proposal (Agenda Item) Pg. 114
 - 6I. Fire Department Parade Permit (Agenda Item) Pg. 153
 - 6J. Letter of Intent for Scrap Tire Funds Pg. 157
 - 6K. House Bill 4271 (Medical Marijuana) Pg. 160
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Medical Marijuana Moratorium RESO Pg. 14
 - 8B. Local Street Plan Findings by Rowe PSC PRESENTATION
 - 8C. Miller Road Lot Sale RESO Pg. 16
 - 8D. Engineering Mitigation Proposal RESO Pg. 16
 - 8E. Fire Department Parade Permit RESO Pg. 17
 - 8F. Fire Department Budget for Calendar Year 2015 RESO Pg. 17
 - 8G. Sewer Bond Payment RESO Pg. 18
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, October 27, 2014 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: October 20, 2014

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

- ✓ **GOLF COURSE TAX APPEAL** *(No Change of Status)*
At the request of the owner's legal representative, I ordered the city attorney to send the owner a request to remove themselves from the appeal that was filed with the Michigan Tax Tribunal. Since the previous owner has no horse left in the race, this should make this entire problem go away. However, until we have notice that they have officially withdrawn, we must assume they intend to see the appeal through.

- ✓ **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 Community Development Block Grant portion of the work is done but there is likely to be a delay on closing out this project due to the wait time for street lights. Two of the lights are being installed by the contractor, with the light in the Morrish Road right-of-way being installed by Consumers Energy. The CDBG fund allocation was approved by Genesee County.

- ✓ **STREETS** *(See Individual Category)*
 - ❑ **MILLER ROAD RESURFACING PROJECT** *(Update)*
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.

In related news, the city must either separate preliminary engineering (road plans) from construction engineering (onsite supervision), or we must contract with a

separate engineering company to mitigate any conflicts that arise out of construction. This is an MDOT requirement. We have a proposed solution for this issue on this agenda.

According to the Michigan Department of Transportation. A third party mitigator needs to be provided if one engineering company is performing design and construction engineering services. MDOT indicated to us that such a firm needs to be available, but not necessarily active unless a conflict in the project arises between the designer (OHM) and the city's primary engineer (Rowe). This basically means we need to find a qualified firm to place on standby. With this information, we chose to get prices from the other three companies that were selected during the city's last qualified bidding selection process.

I have included the proposals from those companies. As you can see, HRC is estimating the lowest cost and appears quite qualified. They will be able to provide the service if needed but are otherwise on retainer for no charge at all.

An alternative solution to accepting a third party proposal is to have one company design the project (OHM) and another company perform the onsite construction engineering. If the costs for third party services were substantial (the current proposal amounts to about 0.5% of the total contract), we would be more inclined to pursue this option. However, with the costs relatively low, if there is any cost at all, we did not want to split those duties up. To do so is, in our line of reasoning, the equivalent to hiring one architect to design a custom home and another one to oversee construction. One would expect a substantial disconnect on a number of issues.

As such, we believe a third party contract is in the city's best interest and that HRC is the best option based upon the proposals.

❑ **LOCAL STREET PLAN (Update)**

Rowe will be presenting their findings to the city council at this meeting. Once that is done, a public outreach plan can be implemented to get input on how best to proceed.

❑ **SCRAP TIRE GRANT (Update)**

The scrap tire grant for the parking lots and part of Civic Drive is closed out. The work is 100% complete and we have already been reimbursed by the DEQ. As everyone is no doubt aware, the upside to this grant is the dramatic cost reduction (50%). The downside is that the asphalt, according to the DEQ, comes from Toledo and is hard to get. This caused tremendous delays.

The DEQ representative indicated that they are looking to build more capacity in the state. This will dramatically decrease wait times, transportation costs, and overall demand. With this in mind, we submitted a placeholder application for another round of funding. Since time is of the essence (applications were due this month), Tom and I directed the engineer to take the first year projects from the tentative street study and use them as the grant placeholder. This way, if a street levy/assessment

is approved, we can begin construction in 2015 instead of 2016 and potentially save \$500,000 in the process. The projects tentatively scheduled include:

Preventative Maintenance Improvements

Parkridge Parkway	\$110,000
Yarmy Drive	\$40,000
TOTAL	\$150,000

Reconstruction (including watermain)

Worcester Drive	\$880,000
Worcester Watermain	\$345,000
TOTAL	\$1,225,000

<u>Construction Total</u>	\$1,375,000
Design/Construction Engineering	\$210,000
TOTAL PROJECT COST	\$1,585,000

Funding Breakdown

-Scrap Tire Grant (provisional)	\$500,000
-Water Fund (including surface work)	\$500,000
-Street Fund (levy/assessment needed)	\$585,000

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

SEWER REHABILITATION PROGRAM *(No Change of Status)*

Liqui Force has finished relining and videotaping the sewers. We are awaiting their recommendation for future projects. At first glance, it appears that the Miller Road main that was inspected is in pretty good shape.

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

I have been working with Genesee County Water and Waste to find a solution for the Bear Creek subdivision that is currently on the city's system. We can remove them from the system and force them to find an alternate solution (not likely given the nature of essential services), we can negotiate a new contract for sewage collection, or we can sell a section of the Morrish Road main to GCWWS to operate and maintain as a multi-jurisdictional line. This last option has some appeal, since the city would keep the customers on that line. We are working to see which option we will look to recommend based upon the long term interests of the city.

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.

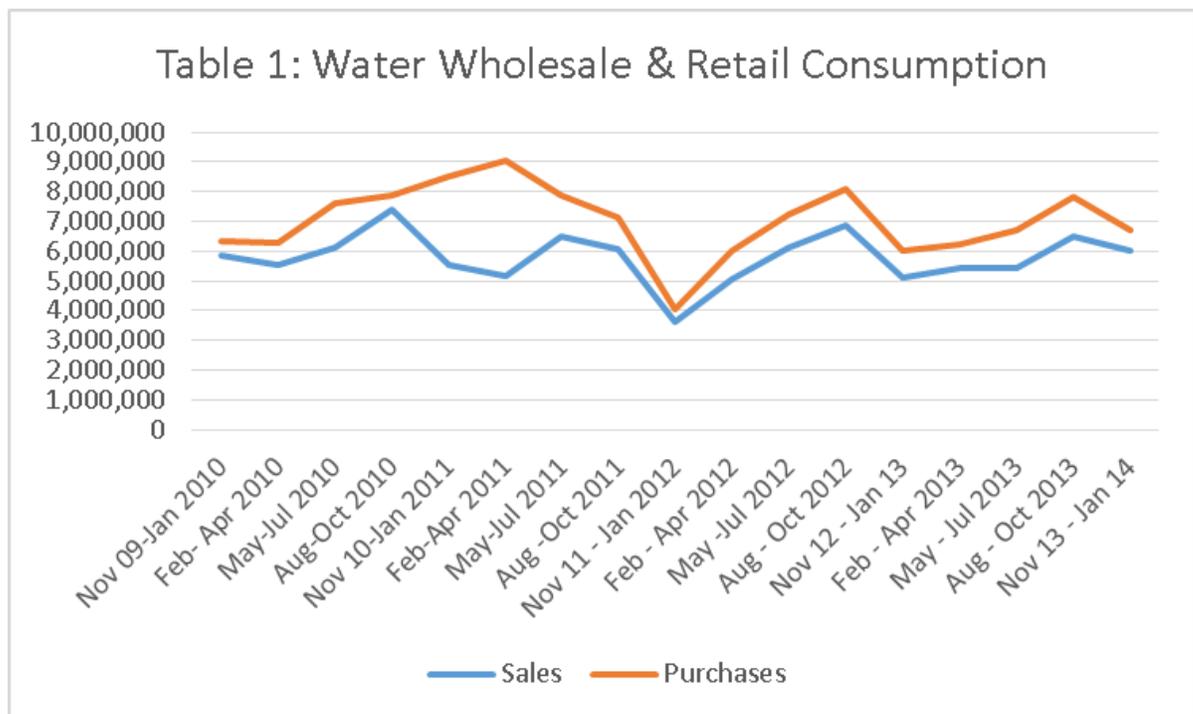
STORM SEWER *(No Change of Status)*

We have two ordinances included in this week's packet for preliminary review by council members. These are required by the state Department of Environmental Quality via the Genesee County Drain Commission. Like similar ordinances in the past related to industrial pretreatment, there is not much wiggle room here. However, going over the ordinances, I do not feel there is anything unreasonable in the requirements to permit storm water improvements and enforce illicit discharges. Tom has been working with staff from the state and GCDC for months on these. I believe we can adopt them as is, repealing our own storm water ordinance, without compromising our police powers or public safety.

❑ **WATER LOSS** (*No Change of Status*)

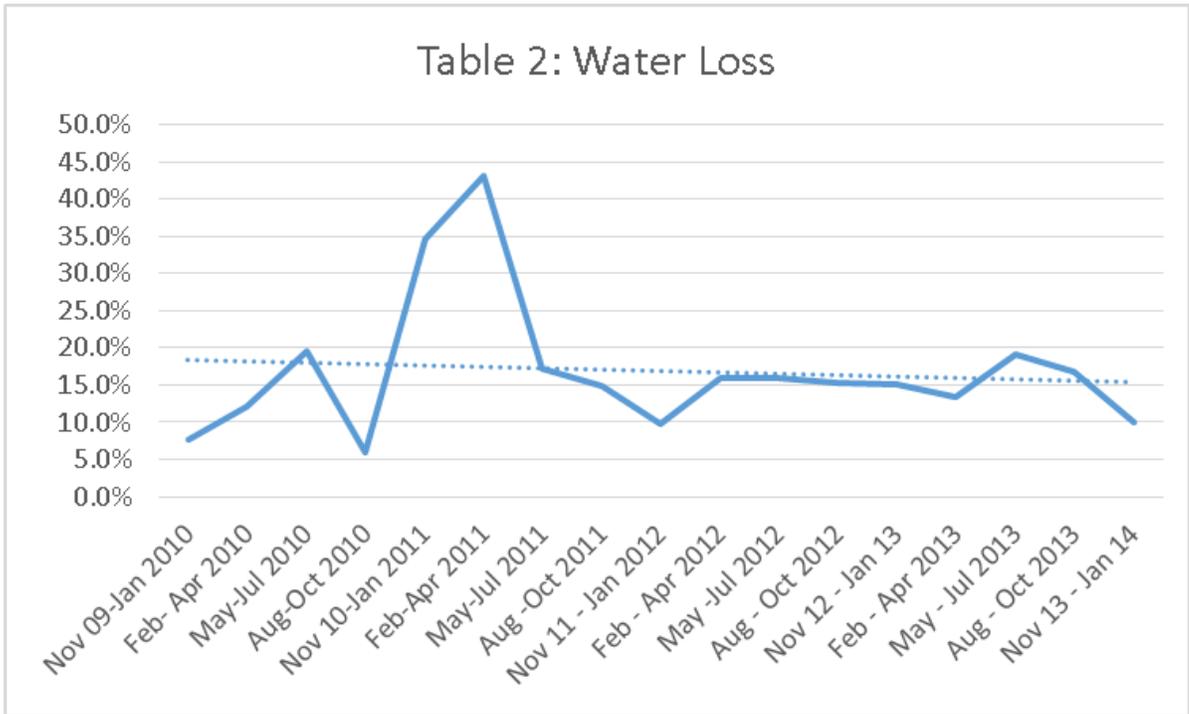
I have been taking a look at the city's water loss with staff. Water loss refers to the water that is purchased wholesale from the county but never sold to an end user/customer from the city. This is water that is lost to water main breaks, undetected leaks, theft, faulty meters, and hydrant use/flushing. Most water systems function with 10-12% water loss, and this is an accepted industry standard. I have concerns that our water loss is climbing to unacceptable levels.

To illustrate what our concerns are, I have created some figures. Table 1 shows the quarterly purchases from the county compared to the retail sales. The separation between the two lines is our water loss. This gap should be as small as possible. A large gap indicates a problem. As you can see, the gap is tremendous during two quarters in 2011. I am told there were a series of large water main breaks during this time. However, what we are really looking for here are three trends that indicate more systemic problems: 1. Upward trending purchases 2. Downward trending sales, 3. A widening of the gap between the two over time.

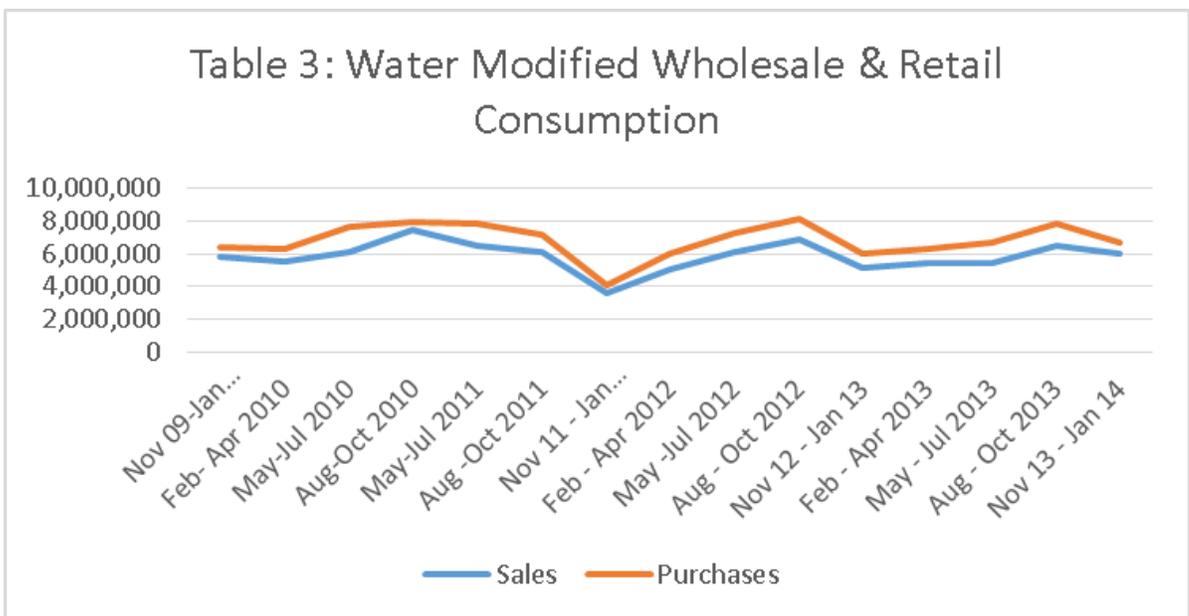


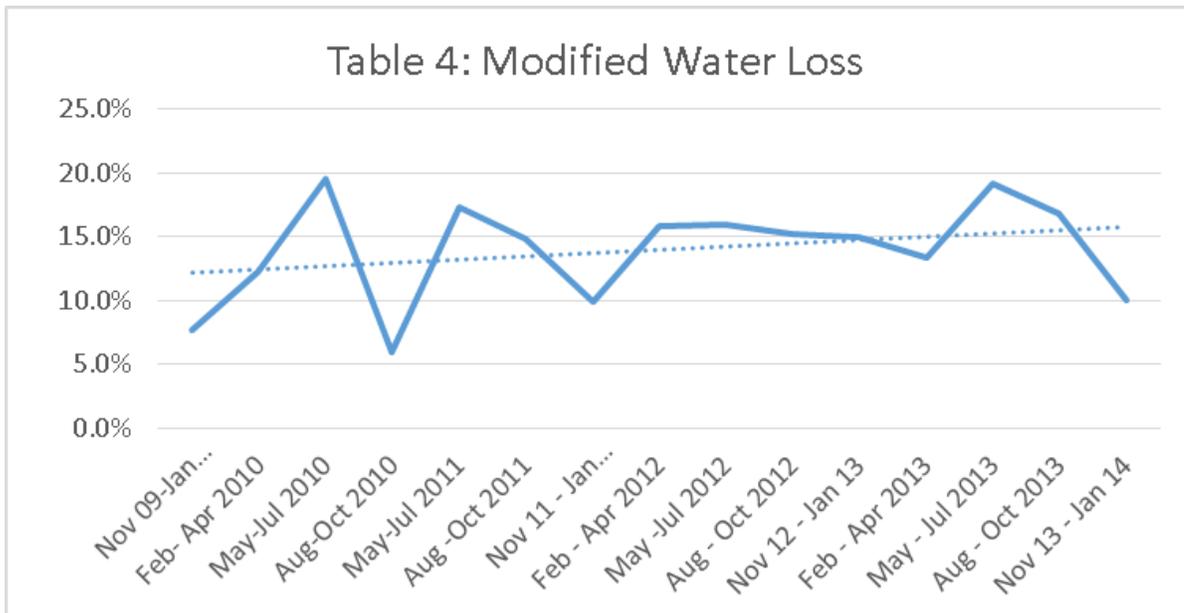
Based upon this chart and the accompanying water loss percentage chart (Table 2), the city is trending in the right direction. Though water loss is numerically high on

average, one can deduce that it is largely due to the two quarters of main breaks, with the trend line indicated a return to the acceptable range.



With that in mind, I removed those two high quarters and took a look at the data without those outlying events. What we found is still disturbing. The new data indicate that purchases are stable over time, but sales are slightly decreasing. This is evidenced by the trend line (linear regression) on Table 4. What we see here is a classic rise from acceptable levels around 12% in 2010 to near 16% in 2014. There is a problem. Financially, this can be quite impactful. If water loss approaches 20%, the city may be losing well over \$75,000 annually beyond acceptable standards.





What is likely causing the loss? Causes for water loss were listed above, and I suspect all of them are at play in our community. However, what is causing the gradual increase? It is unlikely that system-wide theft is the issue. Though bills have been going up all over south east Michigan and theft may be more likely, I would expect this trend to be observable in other communities if it were a large scale problem. That does not appear to be the case.

Could it be one or more leaks? Maybe, but such leaks are typically accounted for in the 10% water loss figure. A large leak or set of leaks is usually apparent. However, underground leaks near the creek or a sewer outlet can go unnoticed because the water can drain right into an outlet without coming to the surface. We have visually inspected storm water outfalls into the creek and other problem areas and continue to be on the lookout. Nothing unusual has been observed. Leak detection of a more sophisticated nature is possible by contracted service, however, this option is expensive so we are holding off until other avenues are eliminated.

Hydrant flushing and fire department use? Though this water certainly goes unmetered, there are no known changes in practices that would indicate more water loss. Just to be safe, we intend to meter usage at the fire department to gauge how much water is used for training and other purposes.

Faulty meters? This is where we are focusing our efforts. The city is billed water at incoming meters on east Miller, north Elms, and north Morrish Roads. Outgoing water is then deducted from our wholesale purchases on Hill and Miller Roads on the west end. If the incoming meters are reading high, this would be a problem. However, this is unlikely based on meter technology and the stability of our water purchases. Could the outgoing meters be reading low? It's possible, and we are working with the county to test all meters. In addition to auditing large accounts for

billing irregularities, we are also replacing and/or testing meters on our large users (GM, schools, & large retailers).

General Motors water usage has dropped much over the years. This was expected due to the massive reduction in occupancy (office), industrial efficiencies, and the overall workforce changes. For that reason, the reduction was not raising a red flag. However, the meter is old and they are our largest user. It is possible that a failing meter could account for a few percentage points of water loss city wide.

We will continue to monitor water loss and look into its causes. If we are not successful, we may need to seek outside assistance to begin a leak detection program. I will keep the council informed.

*Note that water loss figures will appear to fluctuate even under ideal circumstances based upon the timing of the meter reads by the county and city. That is why the trend line is viewed as a more suitable measure than the most current water loss figure.

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

I have taken some best practice polices from our own collection and from across the state and have created a working document. I will need time to compare this against our collective bargaining agreements, the desires of department heads, and our legal counsel.

✓ **CITY PROPERTY, 4438 MORRISH & 5017 THIRD STREET** *(No Change of Status)*

The demolition of the Morrish Road house and the Third Street house are complete. There are no issues or irregularities to report.

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

The city is moving forward with studying merger options. In the meantime, we will be working under an agreement with Mundy Township to provide the city with an employee to oversee the chief duties of the city.

Mundy Township is creating a temporary position to study merger options and is extending an offer to our own retiring Chief Clolinger. While employed with Mundy, we intend to pay the township to have Clolinger provide part time (half time) police chief services in the city. This will be done for a cost of \$37,500 annually. In the meantime, Lieutenant Bade will be working more day hours to supplement the administrative service. This will allow him to learn from the Chief to better prepare him for succession to that position, should it be necessary.

In practice, not much will change for us when this goes into effect in November except that Mr. Bade will be learning the ropes of the administration and Chief Clolinger's hours will be limited. Otherwise, we can expect our service to remain the same. The oversight of the department will be under Chief Clolinger, who will in turn answer to the city manager as required by charter. This arrangement has no impact on the policies, rules, procedures, supervision, or patrol strategies of the city.

The hope is that, within a year or so, we will know whether we are hiring/promoting a chief or moving forward with the merger. At that point, this agreement would go away in lieu of status quo chief services or a new authority.

This arrangement will be in place on November 2, 2014. The city can walk away from this agreement for any reason within 60 days.

✓ **SPRINGBROOK EAST & HERITAGE – VACANT LOTS** *(No Change of Status)*

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>

Two units have sold already and are under construction. At some point next year, the city council should look at what to do with the funds in excess of the city’s input that we are getting for these 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** *(No Change of Status)*

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** *(Update)*

The next newsletter is forming. Topics include the police department updates, sidewalk maintenance for the winter months, and the street rehabilitation plan. We will continue to publish our own four page newsletter independent of the tax bills.

✓ **RENTAL REGISTRATION AND INSPECTIONS (Update)**

Please give me any other comments you may have on this proposal. I will be working with staff and the city attorney to get this into a final form.

✓ **WINSHALL PAVILION (Update)**

The damaged roof was removed, and Belfor Construction finished work on the 22nd. Finally. The paperwork for final reimbursement from our insurance carrier should follow within 30 days.

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

MONTHLY REPORTS (Update)

The Flint Area Narcotics report is in for September.

CLAYTON BARN NOTICE (Update)

A letter from Clayton Township is included in the packet. The courtesy of notice is appreciated, but I do not see any response needed from the city on this matter.

ELMS PARK UPDATE (Update)

There are a number of volunteers that are continuing to do amazing things in Elms Park. The letter describes their latest efforts. When completed, we should probably look to perform some volunteer recognition.

FIREBOARD PACKET (Update)

The monthly fireboard packet is included. This packet contains a tentative budget. I met with the chief and Clayton Township to go over this. While we are not thrilled that the 'loose equipment' cost was not included in the equipment purchase this last May, it appears to be necessary. If this budget gets to the city council in this form, my recommendation is to approve it with the 8.5% increase and to cover our unbudgeted share with funds that were intended for the capital equipment fund. This would be appropriate since the loose equipment is in fact part of a capital purchase.

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

PLANNING COMMISSION (Update)

The planning commission is awaiting a final submittal of the medical marijuana facility that is proposed for the Carriage Plaza. The Marathon site (Biggby Coffee) is working through conceptual and draft proposals, with a full submission expected in the next 60 days.

DOWNTOWN DEVELOPMENT AUTHORITY (Update)

They will meet on November 13 to hear from an architect about possible in-fill development on the publicly owned property on Fortino and Morrish.

ZONING BOARD OF APPEALS (No Change of Status)

Nothing to report.

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

The commission intends to meet on November 5th to go over seasonal issues.

We have started working on the scope for the Elms Park Recreation Passport Grant. I will write this grant during the winter months.

Once looked at again by the city attorney, the parks and recreation commission will make recommendation on a new park ordinance and set of rules.

❑ **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.

❑ **FAIRCHILD AND MILLER INTERSECTION** *(Update)*

At the last meeting there was a comment about the lighting at the Fairchild and Miller intersection. Mr. Svrcek looked into that issue later that week by placing a call to Consumers Energy. They indicated that this issue was raised before (I believe it may have been last summer, perhaps sooner?). Though we have not gotten any written report from them, we were told that additional lighting at that intersection would not be recommended. At this time, I don't know why that would be, whether there were practical concerns with the site or what cost-benefit metric was used. I will get the opinion of Consumers and bring back that analysis and options to the city council. As of writing this, it appears they called Miss Dig to mark out placement of a light at the northeast corner. No such move has been communicated to us. We continue to reach out to them.

Related to this, I am certain the city council is aware of a vehicle-pedestrian collision on the morning of Friday, October 17, 2014. It appears the young lady will pull through this, which is fantastic news considering the circumstances. As of writing this, the factors involved in that collision are not available to the public. Concerns abound and include lighting, distracted drivers, a general lack of awareness, speed, and so on. To what degree lighting is related to this incident at this or other intersections, I don't know. However, it is definitely a reasonable concern of the general public.

I will work with the schools, public works, and public safety to see what can be done at this intersection and others. There is no question that the darkness and weather add risk to pedestrian activities, even when lighting is present. The solution may be to prioritize the busier intersections for some sort of mitigation.

❑ **SNOW REMOVAL CONTRACT (Update)**

The contractor that was retained last fall for snow removal services is contracted through this winter. However, we are not able to contact them. If we do not hear from them by the end of the month we will rebid this service, as well as added sidewalk enforcement services.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **MEDICAL MARIJUANA MORATORIUM (Resolution)**

The planning commission considered a special land use at its October 7, 2014 regular meeting. The petition was for a medical marijuana dispensary in the commercial plaza on the west end of the city, the Carriage Plaza. Findings by staff and the commission were that the application required more detail and was not in compliance of all site plan and ordinance provisions. A vote was delayed to permit the petitioner time to amend their application. Since that time, the petition has been formally withdrawn.

In researching the most recent case law and cited legislation (HB 4271) that was used for support of the application, we have discovered that there are divided views of how the Medical Marijuana Act (MMA) is interpreted and there are significant changes proposed in the regulation of dispensaries (provisioning centers) and related facilities.

What does this mean? It means our local ordinance is not designed to handle the pending state law changes. I have attached HB 4271. A quick read informs us that this piece of legislation will greatly alter what is permitted in 'provisioning centers.' Much of the enabled uses will go beyond the legislative intent of our local ordinance and, in my opinion, the MMA. It was noted by the most recent petitioner that they wanted to locate in the city so that this new legislation, when in effect, would enable them to expand their business model and operational parameters.

What do we do? I strongly recommend a moratorium. The proposed changes need to be looked at with fresh eyes. It may be that the city is still looking to accommodate such uses. However, given the public opposition at the planning commission meeting, the city planning commission and city council should definitely revisit this entire issue before allowing any medical marijuana related dispensaries, growing facilities, provisioning centers, etc. within the city. It is unclear how the proposed legislation might enable expansion beyond our current ordinance intentions, giving the community more than we bargained for. A moratorium will give us the time to evaluate the impact and our response. I have included a resolution to this end.

✓ **MILLER ROAD LOT SALE (Resolution)**

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 sent 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, the city council directed staff to prepare a sale instrument to sell the parcel.

I have prepared a resolution and quit claim deed that does exactly that.

- ✓ **ENGINEERING MITIGATION PROPOSAL** (*Resolution*)
See the city manager's report, under "Streets." Proposals to perform third party mitigation services on the Miller Road design and construction process are attached. Again, their services will be performed only if necessary. I recommend the low bid from HRC be accepted. Hopefully, we will not need to activate this work scope or outlay any funds.
- ✓ **STREET USAGE PERMIT, ANNUAL FIRE CHRISTMAS PARADE** (*Resolution*)
Included with tonight's program is a request from the Fire Department to conduct the annual Santa Clause Parade. This year's event has been scheduled for Saturday December 6, 2014 at 6:00 PM. The parade will follow the same route as last year, being the High School, Fairchild, Miller, Morrish, Fortino and into the Fire Hall. A gathering follows at the Hall.
- ✓ **FIRE DEPARTMENT BUDGET** (*Resolution*)
Included with tonight's agenda is the 2015 FY Fire Budget. The Fire Board moved this forward for municipal approval at the meeting held October 20th. As of yet, the Township Board has not approved it, however, Mr. Gheringer has given a tentative approval on their behalf. The total amount for FY 2015 is \$300,234.5, an 8.58% increase over last year's \$276,505. Our one-half obligation is \$150,117.25.

Much of the increase includes reasonable raises, the outfitting of the new apparatus, and the provisional inclusion of term life insurance for the firefighters at the request of Mr. Gheringer. We expect little to no increase next year, and a potential flat or decreased budget for fiscal year 2017. Our financial guru, Ms. Aguilar recommended \$149,000 for our fiscal year expenses toward the fire department operations, plus an additional \$20,000 for capital equipment and \$2,200 for the siren expense. Since our fiscal years offset by six months, our budget is right in line with the fire department request. I see no reason to delay approval.

- ✓ **SEWER BOND PAYMENT** (*Resolution*)
The city owes its annual installment for the Western Trunk extension. A resolution is included to do so.

Council Questions, Inquiries, Requests and Comments

- *The DPS is replacing signs all over town, included no parking signs that were noted as missing by the council.*
- *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, October 27, 2014, 7:00 P.M.**

Resolution No. 141027-4A MINUTES – October 13, 2014

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, October 13, 2014, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141027-5A 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 October 27, 2014, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141027-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of October 27, 2014, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141027-8A MORATORIUM ON MEDICAL MARIJUANA ESTABLISHMENTS

WHEREAS, the City of Swartz Creek Michigan, by Ordinance, has prohibited the possession or use of marijuana, as well as the sale, display, furnishing, supplying or possession of controlled substance paraphernalia; and

WHEREAS, the use, possession, cultivation, manufacture or sale of marijuana remains a crime under the Laws of the State of Michigan, the United States of America as a Schedule 1 drug under the Michigan Public Health Code and by the Treaty of 1980, entitled:

Convention of Psychotropic Substances, and it is illegal to operate a motor vehicle with any amount of THC in an individual's blood system; and

WHEREAS, the people of the State of Michigan by referendum have provided that there shall not be criminal prosecution for the medical use of marijuana in limited and specific ways as provided in MCLA 333.26421 et seq; and

WHEREAS, the City of Swartz Creek passed ordinance number 407 to define and regulate medical marijuana dispensaries and growing facilities; and

WHEREAS, the legislature of the State of Michigan is considering certain legislation, specifically House Bill 4271, that is expected to significantly alter the operations of medical marijuana commercial facilities; and

WHEREAS, the City of Swartz Creek Michigan believes that in light of potential adverse effects upon its citizens, by the use, sale, production, and storage of medical marijuana that could affect the public safety, health and welfare, if certain controls were not placed as to if, where, or how such medical marijuana use is carried out; and

WHEREAS, the Swartz Creek City Council believes that its Ordinances will require amendment to comply with current and proposed legislation, including the Michigan Medical Marijuana Act (MMMA), and to regulate certain conduct by medical marijuana users and their caregivers; and

WHEREAS, the Swartz Creek City Council believes that the location in which medical marijuana caregivers provide care to medical marijuana patients requires regulation to avoid any harmful impact on the citizens by the placement or concentration of medical marijuana caregivers, within the ambit of the Zoning Ordinances of the City of Swartz Creek.

NOW, THEREFORE, BE IT RESOLVED that the Swartz Creek City Council by this Resolution determines to place a moratorium upon the establishment of caregiver facilities, dispensaries, growing facilities, and similar facilities as defined by ordinance 407 and state legislation within its City Limits for a period of one hundred eighty (180) days, to allow the City Council to consider amendments to its Zoning Ordinances and to its Drug Control Ordinances. It is the intent of the City to maintain a land use status quo pending final adoption of any proposed zoning plan or changes regarding Michigan medical marijuana caregivers as defined in MCLA 333.26421 et seq. (MMMA).

BE IT FURTHER RESOLVED that in compliance with section 32.15 of the zoning code for the City of Swartz Creek, this moratorium shall be effective immediately upon publication of this resolution in a newspaper of general circulation, date of publication October 30, 2014.

Moved: Councilmember
Second: Councilmember
Voting For:
Voting Against:
Absent:

The Mayor declared the ordinance adopted.

David A Krueger, Mayor

Juanita Aguilar, City Clerk

CERTIFICATION

The foregoing is a true copy of Resolution No. 141027-__, which was passed by the Swartz Creek City Council at a regular meeting held on the 27th day of October, 2014.

Juanita Aguilar
City Clerk

Publish Date: October 30, 2014
Paper: The Swartz Creek View
Effective Date: October 30, 2014

Resolution No. 141027-8C MILLER ROAD LOT 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 hereby approves the sale of this lot, with the exception of a public easement, to Justin Ellison, for the consideration of \$1,000 in accordance with the quit claim deed attached, subject to combination of this parcel to the adjacent parcel of the buyer.

BE IT FURTHER RESOLVED that said instrument be made available for public inspection in accordance with the city charter.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141027-8D ENGINEERING MITIGATION PROPOSAL

Motion by Councilmember: _____

WHEREAS, the city's primary engineer (Rowe PSC) submitted resurfacing projects for Miller Road, including a segment from Morrish to Elms and a segment from Tallmadge to Dye, to the Genesee County Metropolitan Planning Commission for approval in the Traffic Improvement Program; and

WHEREAS, the projects were approved for construction during the 2015 season; and

WHEREAS, the city selected a professional engineer (OHM) to perform preliminary engineering design work for these segments and

WHEREAS, the city must also retain the services of a third party engineer to mitigate any conflicts arising out of the project between OHM and Rowe PSC; and

WHEREAS, prices for the potential scope of work as outlined by the Michigan Department of Transportation were requested from the other three pre-qualified firms on the city's federal aid eligible list, with the lowest price submitted by HRC.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek approves the proposal by HRC for an amount not to exceed \$10,900, with any such work to be done only on an as-needed basis upon the manifestation of a conflict.

BE IT FURTHER RESOLVED, that the City Council directs the staff to amend the budget to reflect expenditures as reflected above within the major street fund.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141027-8E STREET USAGE PERMIT, ANNUAL FIRE DEPARTMENT CHRISTMAS PARADE

Motion by Councilmember: _____

I Move the City of Swartz Creek accept the Chief of Police's recommendation and approve the Swartz Creek Area Fire Department's Street Usage Application to hold an annual Christmas Parade on Saturday, December 6, 2014 from 6:00 PM to 7:00 PM, route, stipulations and conditions as set forth in the application packet, a copy of which is attached hereto, under the direction and control of the office of the Chief of Police.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141027-8F ADOPT 2015 FY FIRE BUDGET

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the 2015 Fiscal Year Swartz Creek Area Fire Department Budget, a copy of which is attached hereto, gross maximum total not to exceed \$300,234.50, and further, appropriate an amount not to exceed \$150,117.25 from the City General Fund, to be paid consummate of the agreement between the City of Swartz Creek and the Township of Clayton, payment being the City's obligation of one-half of the proposed total budget of \$300,234.50.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 141027-8G COUNTY WATER AND SEWER BOND OBLIGATIONS

Resolution No.

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek has a need to pay to the County of Genesee, the sum of \$59,377.60 to meet the bond and principal requirements on all bond obligations for water and sewer facilities in fiscal year 2014-2105; and

WHEREAS, the City of Swartz Creek has such an obligation for the retirement of a western trunk sewer extension bond through approximately 2026, and

WHEREAS, there are several means by which the funds can be secured to meet this payment; and

WHEREAS, all various means of securing these funds have been reviewed and considered;

NOW, THEREFORE, BE IT RESOLVED by the City of Swartz Creek that the monies to meet the principal and interest requirements and all bond obligations for water and sewer facilities will be secured from the following funds:

SOURCE OF FUNDS

Funds Already Available	<u>\$59,376.99</u>
Sewer Fund Total	\$59,376.99
Grand Total	\$59,376.99

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 10/13/2014**

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, Attorney Mike Gildner.

Others Present: Tommy Butler, Bob Plumb, Jim Florence, Denny Pinkston, Craig Culinski, Joe Perreault, Gary Hicks, Kevin Fritsch, Roberta Diaz-Cobb.

APPROVAL OF MINUTES

Resolution No. 141013-01

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Gilbert

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held Monday, September 22, 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. 141013-02

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the Agenda as presented, for the Regular Council Meeting of October 13, 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. 141013-03

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager's Report of October 13, 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

Tommy Butler, 40 Somerset, spoke about the proposed shared services. Mr. Butler asked what would be divided next to take away the city's identity.

Mike Olivo, 5243 Don Shenk, asked the short term goals and the long term liabilities of merging police departments with Mundy Township.

COUNCIL BUSINESS

Adoption of Genesee County Hazard Mitigation Plan

Resolution No. 141013-04a

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

WHEREAS, the City of Swartz Creek is vulnerable to a wide range of natural, technological and human-related hazards, and has experienced repetitive disasters that have caused loss of life, damaged commercial, residential and public properties, displaced citizens and businesses, closed streets and presented general public health and safety concerns; and

WHEREAS, Genesee County has prepared a Genesee County Hazard Mitigation Plan Update that provides an understanding of those threats, identifies the hazards affecting the area, discusses the County's vulnerability to the identified hazards, and outlines the community's options and strategies to reduce overall damage and impact from natural and technological hazards, and;

WHEREAS, the Genesee County Hazard Mitigation Plan Update represents the interests and needs of the City of Swartz Creek.

NOW THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby adopts the

Genesee County Hazard Mitigation Plan Update as an official plan of the City of Swartz Creek.

Resolution No. 141013-04b

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the words “Genesee County” be added to the first “whereas” in the second line right after “hazards”.

YES: Krueger, Shumaker, Gilbert, Hurt.

NO: Porath, Abrams, Hicks. Motion Declared Carried.

Resolution No. 141013-04c

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

WHEREAS, the City of Swartz Creek is vulnerable to a wide range of natural, technological and human-related hazards, and Genesee County has experienced repetitive disasters that have caused loss of life, damaged commercial, residential and public properties, displaced citizens and businesses, closed streets and presented general public health and safety concerns; and

WHEREAS, Genesee County has prepared a Genesee County Hazard Mitigation Plan Update that provides an understanding of those threats, identifies the hazards affecting the area, discusses the County’s vulnerability to the identified hazards, and outlines the community’s options and strategies to reduce overall damage and impact from natural and technological hazards, and;

WHEREAS, the Genesee County Hazard Mitigation Plan Update represents the interests and needs of the City of Swartz Creek.

NOW THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby adopts the Genesee County Hazard Mitigation Plan Update as an official plan of the City of Swartz Creek.

Discussion Took Place.

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

NO: None. Motion Declared Carried.

Supervisors Agreement Amendment

Resolution No. 141013-05

(Carried)

Motion by Mayor Pro-Tem Abrams
Second by Councilmember Hurt

WHEREAS, the City of Swartz Creek entered into a labor agreement with the Swartz Creek City Supervisor's Association on August 27, 2012, amended April 7, 2014, for the purpose of setting terms and conditions of employment and to promote orderly and productive labor relations between the Employer and the Association, and;

WHEREAS, the Supervisors Association has requested the addition of a certain Section 16.I of this agreement to fulfill intended post-retirement benefits before a member of the bargaining unit retires, and;

WHEREAS, the employer found the request to be reasonable and within the intent of the current and previous administration.

NOW THEREFORE, I Move the City of Swartz Creek approve the amended 2012-2016 Collective Bargaining Labor Agreement between the City and the Swartz Creek Supervisor's Association, a copy of which is attached hereto.

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

Lease Renewal, Fine Arts Association

Resolution No. 141013-06

(Carried)

Motion by Councilmember Porath
Second by Councilmember Hurt

I Move the Swartz Creek City Council enter into a ten year renewal lease, as follows, with the Swartz Creek Fine Arts Association, for the lease of certain property that the City owns, description and uses provided within, and further, direct the Mayor and City Clerk to execute the lease in behalf of the City.

LEASE AGREEMENT

Between

THE CITY OF SWARTZ CREEK

And

THE SWARTZ CREEK FINE ARTS ASSOCIATION

THIS AGREEMENT, is made this ____ day of _____, 2014, between the City of Swartz Creek, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 (the "Lessor"), and the Swartz Creek Fine Arts Association, Inc., a Michigan non-profit corporation, with principal offices at 8099 Civic Drive, P.O. Box 98, Swartz Creek, Michigan 48473 (the "Lessor").

WHEREAS, the Lessor owns certain land (the “Property”) in the City of Swartz Creek (“City”) which is used for public purposes; and

WHEREAS, the Lessee is a charitable organization recognized as such pursuant to Section 501 (c) (3) of the Internal Revenue Code and is engaged in the promotion of fine arts performances and education in the City; and

WHEREAS, the Lessee has constructed at its own expense and with the Lessor’s permission certain improvements on the Property which improvements are used for theatrical presentations and programs staged by the Lessee and/or by other public, educational and theatrical organizations with the permission of the Lessee; and

WHEREAS, the Lessor finds that the use of the Property by the Lessee and the construction buy the Lessee at its own expense of the improvements thereon inures to the benefit of the City and its citizens and helps reduce the burden of government;

NOW, THEREFORE, the Lessor and the Lessee, acting by and through their duly authorized agents, hereby agree as follows:

1. LEASE

The Lessor does this day lease unto the Lessee, and said Lessee does hereby hire and take as Lessee under said Lessor the following described premises (the “Property”) situated in the City of Swartz Creek, County of Genesee and State of Michigan, to-wit:

Part of Lot 45 of “Supervisor’s Plat of Swartz Creek” as recorded in Liber 17 on page 42, of the Genesee County Plat records, described as beginning at a point on the West line of said Lot 45 which is North along said West line, 329.59 feet from the Northwest corner of Lot 37 of said plat; thence continuing North along said West line of Lot 45, 223.0 feet; Thence South 89 Deg 54 Min East, 293.35 feet; thence South 0 Deg 06 Min West, 223.00 Containing 1.50 acres of land more or less.

The Property is to be used and occupied by the Lessee for the purpose of presenting musical concerts and other purposes reasonable related thereto and in keeping with its own charitable and the City’s public purposes and for no other purposes or uses whatsoever.

2. TERM AND RENT

The term of this lease shall be ten (10) years, commencing on November 1, 2014 and ending October 31, 2024, unless sooner terminated as herein provided. The rent payable for said ten (10) year period shall be One Dollar (\$1.00) payable on or before the date hereof.

3. ADDITIONAL RENT

As additional rent hereunder, the Lessee shall at its one sole expense maintain the improvements it has constructed on the Property and may, with the advance written permission of the Lessor, construct such other improvements as the Lessor shall deem appropriate for the public functions of the property.

4. REMOVAL OF IMPROVEMENTS

Any improvements constructed by the Lessee, whether constructed prior to the date of the agreement or at any time thereafter, shall, upon termination of this agreement for any reason, become the sole property of the City. If, prior to the termination of this agreement for any reason, the City determines that it needs the property, or any portion thereof, for any other public purpose, it may terminate this lease and may, at its sole expense remove the improvements from the Property or from that portion of the Property as determined by the City.

5. ASSIGNMENT

The Lessor shall not assign this lease, nor permit the same or any part thereof, to be used for any other purpose than as above stipulated, without the written consent of the Lessor.

6. PERSONAL PROPERTY

All personal property placed or moved on the Property, shall be placed or moved there at the risk of the Lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property, or to the Lessee from any act of negligence of any other person whomsoever.

7. COMPLIANCE WITH ALL LAWS

The Lessee at its sole expense shall comply with all laws, orders, and regulations of Federal, State and Municipal authorities, and with any direction of any public officer,

pursuant to the law, which shall impose any duty upon the Lessor or the Lessee with respect to the Property. The Lessee, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this lease, or for the making of repairs, alterations, improvements, or additions, and the Lessor, where necessary, will join the Lessee in applying for all such permits or licenses.

8. LESSOR'S REMEDIES

The prompt payment of the rent for the Property upon the dates named, and the faithful observance of the rules and regulations printed upon this lease, and which are hereby made a part of this covenant, are the conditions upon which the lease is made and accepted and any failure on the part of the Lessee to comply with the terms of said lease, or any of said rules and regulations now in existence, the option of the Lessor, work a forfeiture of this lease, and all of the rights of the Lessor hereunder, and the Lessor, his agents or attorneys, shall thereupon have the right to enter said premises, and remove all persons therefrom forcibly or otherwise, and the Lessee thereby expressly waives any and all notice required by laws to terminate tenancy, and also waives any and all legal proceedings to recover possession of said premises, and expressly agrees that in event, of a violation of any of the terms of this lease, or of said rules and regulation, now in existence, or which may hereafter be made, said Lessor, his agent or attorneys may immediately re-enter said premises and dispossess Lessee without legal notice or the institution of any legal proceedings whatsoever.

9. ABANDONMENT OF LEASE

If the Lessee shall abandon or vacate the Property before the end of the term of this lease, or shall suffer the rent to be in arrears, the Lessor may, at his option, forthwith cancel this lease, and, if the Lessor so requests the Lessee shall, at its sole expenses, remove the improvements or any portion thereof from the Property.

10. UTILITIES

The Lessee agrees that it will pay all charges for gas, electricity, water, sewer or other utilities on the Property.

11. LIABILITY AND INSURANCE

The Lessor shall not be liable for injury or damage to person or property occurring upon the Property, unless caused by or resulting from the negligence of the Lessor or any of the Lessor's agents, servants, or employees in the operation or maintenance of the Property, it being the specific intent of the Lessee to hold the Lessor harmless from any

and all claims arising from the Lessee's operation and maintenance of the Property and/or the improvements thereon. To that end, the Lessee shall obtain and at all times maintain in full force and effect a policy of general public liability insurance covering its use of the Property and naming the Lessor as an additional insured thereon. Said policy shall be in such amount as shall be determined by the Lessor, but in no event less than \$1,000,000 (one-million dollars), and further, shall provide that the Lessor will be given ten (10) days written notice of termination of the policy for any reason. The Lessee shall pay all premiums due thereon.

12. INSOLVENCY OF LESSEE

If the Lessee shall become insolvent or if bankruptcy proceeding shall be begun by or against the Lessee, before the end of the term of this lease, the Lessor is hereby irrevocably authorized at its options, to forthwith terminate this lease, as for a default. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity on behalf of the Lessee without affecting Lessor's rights as contained in this lease, but no receiver, trustee, or other judicial officer shall never have any right, title or interest in or to the Property by virtue of this lease.

13. TIME IS OF THE ESSENCE

It is understood and agreed between the Lessor and the Lessee that time is of the essence of this lease.

14. NOTICES

Written notice send by first class mail or delivered to either party at the address for each party as set forth in the first paragraph of this lease shall constitute sufficient notice to such party, in comply with the terms of this lease.

15. CUMULATIVE RIGHTS

The rights of the Lessor under the lease shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of said rights.

16. SIGNS

Any sign or advertising to be used in connection with the Lessee's use of the Property shall be first submitted to the Lessor for approval before installation of the same.

Motion by Councilmember Gilbert
Second by Councilmember Hurt

I Move the City of Swartz Creek enter into an agreement with Mundy Township to supply professional administrative police services in the form of the Chief of Police to the City of Swartz Creek, said agreement to read as follows:

AGREEMENT FOR POLICE DEPARTMENT ADMINISTRATION SERVICES

This Agreement is made between the Charter Township of Mundy ("Township") and the City of Swartz Creek ("City"), and is effective November 1, 2014.

Recitals

WHEREAS, both the Township and City presently supply police protection services to their respective municipalities with each Police Department employing their own Chief of Police;

WHEREAS, the Township and City have been exploring ways to reduce the costs and expenses of maintaining two separate Police Departments that are located in close proximity to each other while not compromising the competency and extent of police protection services that they presently provide their residents;

WHEREAS, Rick Clolinger, the City's current Chief of Police, is retiring later this year and both municipalities see the resulting vacancy as an opportunity for them to share administrative services.

Agreement

NOW, THEREFORE, the Township and City agree as follows:

1. Upon Rick Clolinger's retirement as Chief of Police for the City, the City shall not fill the resulting vacancy in that office, but the Township Chief of Police, or his/her designee, shall function as the Chief of Police of the City instead, said individual to serve in that capacity as an official of the city and observe all city policies, charter, procedures, and ordinances.
2. To be eligible to serve as Chief of Police, a person shall be a certified police officer with adequate education and experience sufficient to fulfill the duties of the Chief of Police as outlined in the job description attached as Exhibit A.
3. In the event of a vacancy in the Township's Chief of Police position, the Township shall be solely responsible for filling that vacancy with a person holding the necessary qualifications.
4. The Township shall be solely responsible for all liability insurance, worker's compensation insurance, disability insurance, payroll, medical benefits, pension,

unemployment, social security, withholding, and any and all other expenses related to compensation or benefits paid or owed to the Chief of Police.

5. As consideration, the City shall pay the Township Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) per year, in quarterly payments of Nine Thousand Three Hundred Seventy Five Dollars (\$9,375.00) per quarter. The City shall make the first such payment on or before February 1, 2015, with all subsequent payments being due the first day of the month on which it is due.

6. Either party may terminate this Agreement on sixty (60) days written notice to the other.

Dated: September ____, 2014

CHARTER TOWNSHIP OF MUNDY
BY ITS SUPERVISOR
DAVID GUIGEAR

Dated: September ____, 2014

CITY OF SWARTZ CREEK
BY ITS CITY MANAGER
ADAM ZETTEL

Discussion Took Place.

YES: Hicks, Hurt, Krueger, Porath, Shumaker.
NO: Abrams, Gilbert. Motion Declared Carried.

MEETING OPEN TO THE PUBLIC:

Mike Olivo, 5243 Don Shenk, asked for clarification on when Chief Clolinger will be going to Mundy Township. Mr. Olivo stated that he feels the process is being rushed.

Tommy Butler, 40 Somerset, stated that things that were said in the past are not what was said at the meeting tonight. Mr. Butler stated that he believes the city is “jumping the gun” with the process of moving the police chief to Mundy Township. Mr. Butler stated that he feels as if Mundy Twp will be looking out for their own best interests and not the city’s.

Jim Florence, 4296 Springbrook, spoke about a letter to the editor in the paper recently. Mr. Florence stated that he is personally very happy with the city administration and the city council and feels that people should come to the meetings and be informed before they make remarks in the paper.

REMARKS BY COUNCILMEMBERS:

Councilmember Porath spoke about the letter to the editor in the newspaper. Mr. Porath spoke about the council being a representative government and that their job is to make some decisions for the people. Mr. Porath stated that he is more than willing to handle that chore, but if people don't like it then they should run for council and be a part of the decisions. Mr. Porath stated that he is willing to talk to anybody about it. Mr. Porath spoke about an email he received from a constituent. Mr. Porath asked the status of the medical marijuana dispensary that went to Planning Commission. Mr. Porath stated that he will fight to not allow a dispensary in the city.

Councilmember Shumaker spoke about a neighbor speaking highly of Officer McFadden. Mr. Shumaker spoke about needing qualified people on council.

Councilmember Hicks asked about the lack of overhead street lighting at the corner of Fairchild and Miller. Ms. Hicks asked when Bigbee coffee would be starting construction.

Councilmember Gilbert asked how long the police dog has been on duty. Mr. Gilbert asked what happens when Ike is no longer able to perform. Mr. Gilbert also stated that the corner of Miller and Fairchild is a dangerous corner.

Councilmember Hurt spoke about how the people seem to want to vote on everything and that being the case, why is a city council needed? Mr. Hurt stated that people don't realize the amount of time that goes into the decisions that the council makes. Mr. Hurt stated that if people have strong opinions and want to have a voice, then run for city office.

Mayor Pro-Tem Abrams wanted to make it clear that he is not against the idea of a regional police department. Mr. Abrams stated that he thought the resolution tonight was superfluous and not needed. Mr. Abrams stated that he assumes there will be town hall meetings regarding the possible consolidation. Mr. Abrams spoke about seeing political signs in the rights of way in some locations.

Mayor Krueger spoke about the amount of parking tickets that have been issued lately. Mr. Krueger thanked Mr. Florence for bringing up the letter to the editor that was in the paper.

Adjournment

Resolution No. 141013-09

(Carried)

Motion by Councilmember Hurt
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

ROWE Professional
Services Company

CITY OF SWARTZ CREEK ASSET MANAGEMENT PLAN FOR CITY STREET NETWORK

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Executive Summary

The City of Swartz Creek requested ROWE Professional Services Company complete an asset management plan for the local and major streets throughout the city. The analysis included rating all of the nearly 22 miles of public roadway and 4 miles of private streets anticipated to be public streets in the future. Ratings were completed in July and August 2014. The purpose of this analysis is to provide the city with a tool for planning future street improvements; the asset management plan will provide a guide for city officials to select the right treatment at the right time, maximizing the life of the street system.

Ratings were completed using the Pavement Surface Evaluation and Rating (PASER) scale for each pavement type. The PASER system is a visual survey method for evaluating the condition of streets. It was adopted by Michigan's Transportation Asset Management Council (TAMC) as an efficient and consistent method for evaluating the street condition. Streets are rated on a scale of 1-10, with 10 being the highest rating, based on the surface conditions. A definition of the rating scale is included in the report.

The analysis for all city streets shows currently 6% (1.6 miles) are in good condition (rating 8-10); 42% (10.8 miles) of the streets are in fair condition (rating 5-7); and 52% of the streets (13.6 miles) are in poor condition (rating 1-4). Nearly half of the roadway miles are eligible for federal-aid funding which covers 80% of the construction cost for roadway maintenance. The remaining local streets are maintained solely by the City of Swartz Creek. A breakdown of the condition of the local streets can be seen in the chart below.

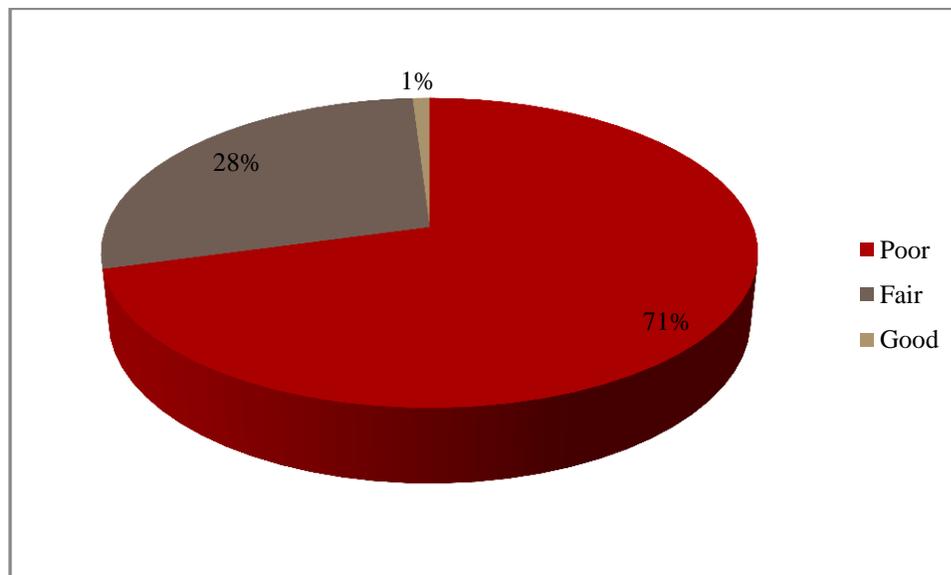


Chart 1
Percentage of Local Streets in Poor, Fair, and Good Condition, 2014

If there is no action taken to maintain these roadways, they will continue to deteriorate until 99% of the roadways are in poor condition by year 2034, as shown in the chart below.

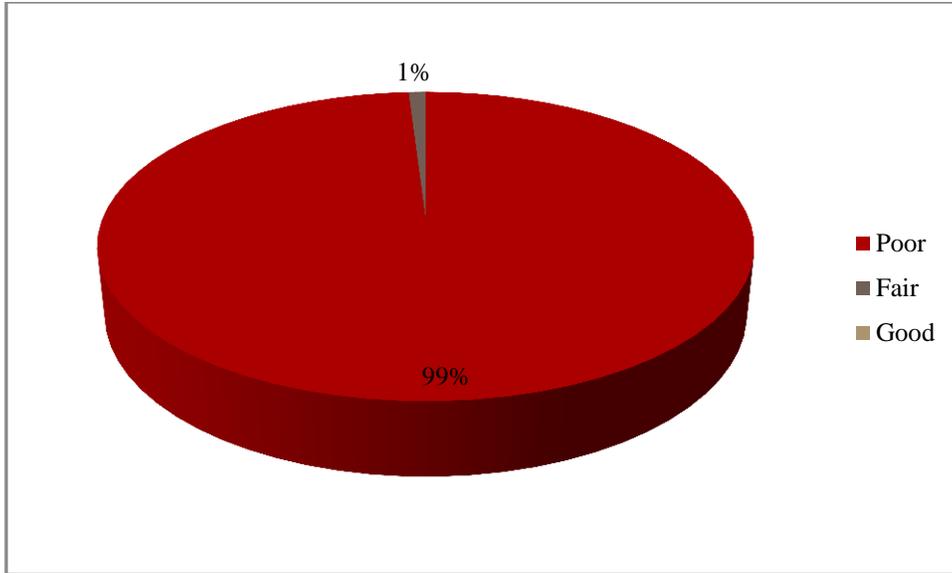


Chart 2
Percentage of Good, Fair, Poor Local Streets in Year 2034; Do Nothing Scenario

A model was developed to analyze various investment levels and the impact to the overall street network for a 20 year period. The results below summarize the results of both a \$500,000 and \$1,000,000 annual investment.

An annual investment of \$500,000 will result in a 49% increase in the overall average condition of the street network compared to the do nothing scenario over 20 years, while a \$1,000,000 annual contribution improves the street condition by 76% compared to the do nothing scenario over 20 years.

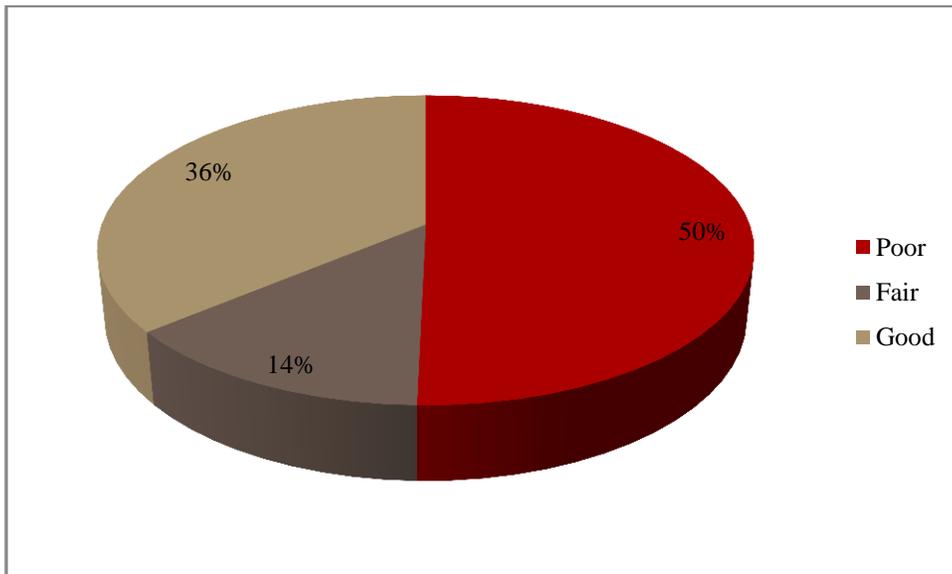


Chart 3
Percentage of Good, Fair, Poor Local Streets in Year 2034; \$500,000 Spent Annually

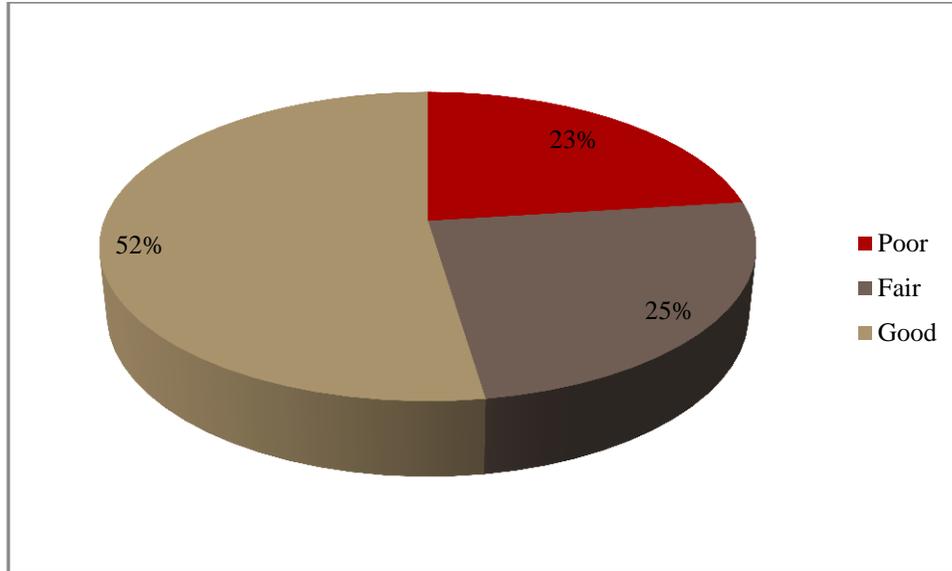


Chart 4
Percentage of Good, Fair, Poor Local Streets in Year 2034; \$1,000,000 Spent Annually

The results of the scenarios optimized show the optimal dollar amount to be spent maintaining local streets is between \$900,000 and \$950,000 annually. This will maintain the local roadways at an average level of service of 6 which is considered in good condition.

Since the federal-aid roadways have an average rating of 6, it is recommended the city continue to pursue grants with the Genesee County Metropolitan Planning Commission to complete this work.

Street Inventory

The analysis included rating all of the nearly 22 miles of public roadway and 4 miles of private streets anticipated to be public streets in the future. Major streets account for 10.2 miles and local streets account for 11.8 miles of the 22 total miles of public roadway. Ratings were completed in July and August 2014. The purpose of this analysis is to provide the city with a tool to assist in planning for future road projects and maintenance that will provide fair to good streets throughout the city.

Currently, the city has 19.6 miles of asphalt paved streets; 1.4 miles of concrete paved streets; and 5.0 miles of composite (asphalt over concrete) paved streets. Each type of pavement deteriorates differently and requires different maintenance techniques. The rating for each surface type differs based on the condition of the roadway when observed in the field.

Ratings were completed using the Pavement Surface Evaluation and Rating (PASER) scale for each pavement type. The PASER system is a visual survey method for evaluating the condition of streets. It was adopted by Michigan's Transportation Asset Management Council (TAMC) as an efficient and consistent method for evaluating the street condition. Listed below is the scale for each pavement type. Composite pavements are rated as asphalt pavements since that is the surface that can be observed in the field.

PASER Ratings and Definitions

Asphalt

<u>Rating</u>	<u>Description and Treatment</u>
---------------	----------------------------------

9 & 10	Newly constructed or recently overlaid streets are in excellent condition. No maintenance required.
-------------------	--



Figure 1
An Example of a Street with a Rating of 9

- | | |
|----------|--|
| 8 | This category includes streets which have been recently sealcoated or overlaid with new cold mix. It also includes recently constructed or overlaid streets, which may show longitudinal or transverse cracks. All cracks are tight or sealed. Little or no maintenance required. |
| 7 | Streets show first signs of aging and they may have very slight raveling. Any longitudinal cracks are along paving joint. Transverse cracks may be approximately 10' or more apart. All cracks are ¼" or less, with little or no crack erosion. There are few, if any, patches all in very good condition. Maintain a crack sealing program. |
| 6 | Streets are in sound structural condition but show definite signs of aging. Sealcoating could extend their useful life. There may be slight surface raveling. Transverse cracks can be frequent, less than 10' apart. Cracks may be ¼ - ½" and sealed or open. Pavement is generally sound adjacent to cracks. First signs of block cracking may be evident. Pavement may have slight or moderate bleeding or polishing. Patches are in good condition. Consider preservation treatment. |
| 5 | Streets are still in good structural condition, but clearly need sealcoating or overlay. They may have moderate to severe surface raveling with significant loss of aggregate. First signs of longitudinal cracks near the edge. The pavement has first signs of raveling along cracks. Block cracking up to 50% of surface. The pavement surface has extensive to severe flushing or polishing. Any patches or edge wedges are in good condition. Preservation maintenance treatment required. |

- 4 Streets show first signs of needing strengthening by overlay. They have very severe surface raveling, which should no longer be sealed. The pavement will have the first longitudinal cracking in wheel path. The surface will have many transverse cracks and some may be raveling slightly. Over 50% of the surface may have block cracking. Patches are in fair condition. They may have rutting ½” deep or less, or slight distortion. **Structural improvement required.**



Figure 2
An Example of a Roadway with a Rating of 4

- 3 Streets must be strengthened with a structural overlay (2” or more). The pavement will benefit from milling and very likely will require pavement patching and repair beforehand. Cracking will likely be extensive. Raveling and erosion in cracks may be common. Surface may have severe block cracking and show first signs of alligator cracking. Patches are in fair to poor condition. There is moderate distortion or rutting (more than ½” and less than 2” in depth), and occasional potholes. **Structural improvement required.**
- 2 Streets are severely deteriorated and need reconstruction. Surface pulverization and additional base may be cost-effective. These streets have more than 25% alligator cracking, distortion or rutting 2 inches or more in depth, as well as potholes or extensive patches in poor condition. **Reconstruction required.**
- 1 Streets have failed, showing severe distress and extensive loss of surface integrity. **Reconstruction required.**



Figure 3
An Example of a Roadway with a Rating of 2

Concrete

Rating Description and Treatment

- 9 & 10** New pavement or recent concrete rehabilitation. Pavement is in excellent condition. **No Maintenance required.**
- 8** More surface wear, or slight defects showing in lanes. Surface shows pop-outs, slight surface scaling, partial loss of joint sealant, or isolated meander crack. Isolated manhole distress. **Little or no maintenance required.**
- 7** First signs of transverse cracking, patching or repair; more extensive pop-outs or scaling; some manhole displacement, isolated heave or settlement. **May need some sealing or routine maintenance.**
- 6** First signs of corner cracking or shallow reinforcement. More frequent transverse cracks. Open (1/4") joints and cracks and moderate scaling. **Joint and crack sealing needed.**
- 5** First signs of joint or crack spalling, or faulting. Surface has multiple cracking at corners with broken pieces. Patching is in fair condition. Surface texturing repairs may be necessary. Some partial depth patching and joint repairs may be needed. **Partial depth patching and joint repairs may be needed.**
- 4** Sever surface distress requires asphalt overlay or extensive surface texturing. Multiple transverse cracks with appalling and broken pieces. Pavement has corner cracking with potholes or patches and blowups. **Some full depth joint or crack repair required.**
- 3** Most joints and cracks are open (1"), spalled or patched. D-cracking is evident. Severe (1") faulting. **Extensive full depth patching required plus some full slab replacement.**
- 1 & 2** Pavement failure. **Requires reconstruction**

Pavement Treatments and Definitions

There are several roadway treatments which are proposed as a part of the City of Swartz Creek's asset management program. A description of these treatments is given below. The city is currently evaluating alternative roadway treatments. This Pavement Management System should be considered a working document and updates made every five years to reflect changes in the treatments used by the City of Swartz Creek.

Asphalt Treatments

A. Preventative Maintenance

a. Crack Sealing

Application of rubberized asphalt material to all longitudinal and transverse cracks to prevent water from seeping into the roadway base.



Figure 4

An Example of a Roadway Treated with Crack Sealing

b. Slurry Seal

Thin application of emulsified aggregate across entire roadway. Application breaks down very top of asphalt surface and replaces fine aggregate, which may have worn out. Effective for sealing cracks in roadway but does not increase structural capacity of roadway.

B. Preservation

a. Mill and Resurface

Milling off a portion (usually between 2 and 3 inches) of the roadway's deteriorated asphalt pavement surface and then resurfacing the roadway with the same or greater thickness of asphalt pavement due to structural requirements. A mill and resurface project generally provides between 10 to 15 years of serviceable life if crack sealing operations are continued.



Figure 5
An Example of a Roadway Being Treated with a Mill and Resurface

b. Major Repair/Resurface

This is essentially one step beyond a mill and resurface project. Significant areas of pavement failure are removed and replaced. Underdrain can be added to provide enhanced drainage. Once the pavement and base are repaired in the bad areas, the entire pavement is milled and resurfaced as above. Typically, the reason these projects are necessary is that the roadway base is deteriorated in some areas. Because of this deterioration, the expected life for a fix of this nature is also between 10 and 15 years if crack sealing operations are continued.

C. Reconstruction

a. Reconstruction

Reconstruction is as it implies; a complete removal and replacement of the existing pavement and base along with the base drainage system. Because the drainage system must be replaced, the curb and gutter must also be replaced in most situations. This goes back to having a new street and the expected life of this street varies widely due to design and pavement maintenance programs.



Figure 6
An Example of a Roadway Being Reconstructed

Concrete Treatments

A. Preventative Maintenance

a. Seal Open Joints and Cracks

Application of joint sealant in areas where joints have lost 25 to 50 percent of their sealant material or cracks have started to separate to prevent water from seeping into the roadway base.

B. Preservation

a. Partial Depth Repairs

Saw and chip the area, completely removing pavement in poor condition until only sound pavement remains. Place new concrete into repair area, finishing meeting the elevation of the surrounding pavement. Once the patch has reached sufficient strength, seal the joints to prevent water from causing additional damage.

b. Full Depth Repairs & Full Slab Replacement

Saw cut and remove damaged pavement. Prepare the base and install dowel bars in remaining adjacent pavement. Place fresh concrete and finish to meet the elevation of the surrounding pavement. Once the pavement has cured, saw and seal joints as necessary.

C. Reconstruct

a. Reconstruction

Reconstruction is as it implies; a complete removal and replacement of the existing pavement and base along with the base drainage system. Because the drainage system must be replaced, the curb and gutter must also be replaced in most situations. This goes back to having a new street and the expected life of this street varies widely due to design and pavement maintenance programs.

Lifespan of an Asphalt Pavement

Asphalt pavement has proven over the years to be a successful alternative to concrete pavement due to its adaptability to its surroundings, its relative ease of construction and its cost advantages for both new construction and for maintenance. The figure below shows the lifecycle of asphalt pavement.

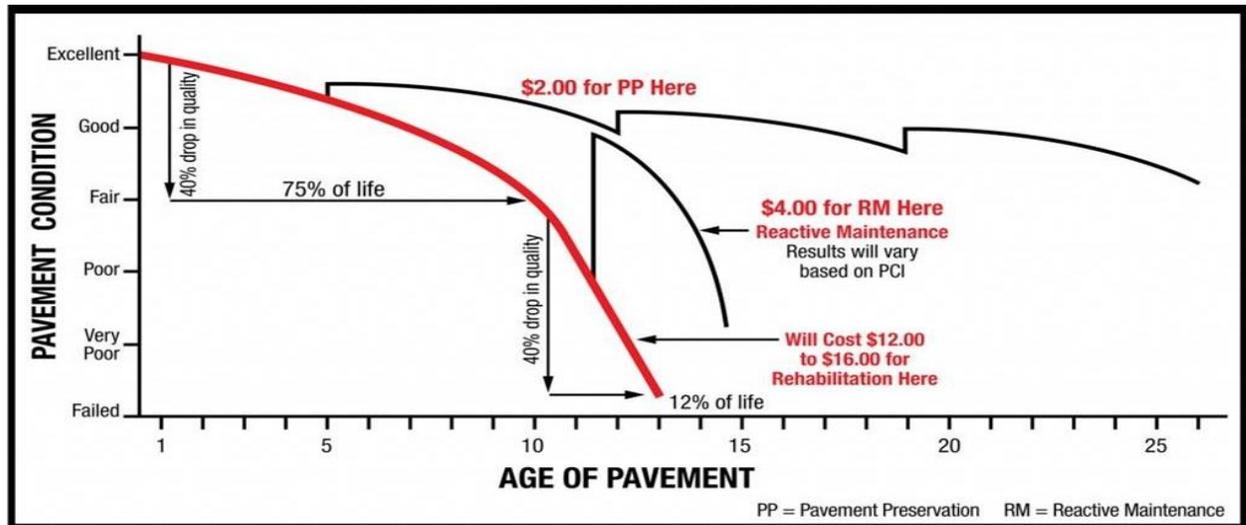


Figure 7
Pavement Life Cycle

Asphalt pavements are typically designed for a 10 to 20 year design life. This life can be extended through regular pavement maintenance operations; however, the pavement will eventually require major reconstruction or rehabilitation. To illustrate this point, the following describes the normal deterioration of asphalt pavement with routine maintenance.

1. New Pavement

The first five years of the asphalt pavement's life the surface is in excellent to good condition. For the most part, the flexibility of the pavement will allow it to self-seal most cracks so that additional crack sealing operations required will be minimal. Close monitoring of the pavement during this phase will also show any structural deficiencies based on additional traffic not originally intended for this street and/or subgrade problems not noticed during construction. If additional structural capacity is required at this point, corrections can be made with minimal cost.

2. 5 Years

At five years' time, normal crack sealing operations should begin. The intent is to seal the surface so that water cannot enter the pavement base. A slurry seal or chip seal treatment can also be applied at this time in order to seal smaller cracks. Ground water and/or water entering the grade from the back of curb can be handled by the base drainage provided during construction. Fine material contamination of the road base will be minimized.

3. 10 to 25 Years

Normal crack sealing operations should be continued and should alleviate most of the problems

for the next 15 to 20 years. Over this period, the major street deterioration should be seen on the surface itself. The constant pounding of traffic will eventually degrade the surface; however, the pavement structural capacity should remain intact. Because of this and the deterioration of the surface, normal crack sealing operations may not be sufficient to seal the pavement surface and an ultra-thin overlay should be considered. Due to the fact that the roadway base has been protected to this point and beyond, this ultra-thin overlay should provide approximately 5 to 10 years of additional serviceable life, provided the crack sealing operations continue.

4. 25 to 35 Years

It is impossible to completely prevent the degradation of the roadway base and the deterioration of the asphalt pavement itself, though the roadway base degradation can be constrained to point locations. Because of this, at approximately 35 years, the city should expect that the asphalt pavement will have deteriorated considerably so that it no longer provides the required structural capacity. This coupled with gradual settling and increased traffic volume will require some sort of structural upgrade. At this point, the city has the option of upgrading the cross section of the roadway due to traffic requirements and would do a complete reconstruction. If the pavement width is adequate, the city could consider a milling and resurfacing project to increase the structural capacity. Most resurfacing projects are designed, again, for a 10 to 15 year life and this takes us well beyond the 40 year life analyzed.

Finances

The city currently utilizes three funding sources to maintain the street network. The major funding source is the Michigan Transportation Fund (MTF). This fund is supported by vehicle registration fees and is based on factors such as population, vehicle registration fees and certified mileage of the street system. The city has 11.8 certified miles of local streets and in 2012-2013 received \$82,273 through MTF. In addition to street improvements, these funds are also used for operation and maintenance, such as street salting and snow removal. Operation and maintenance costs for the 2012-2013 fiscal year totaled \$75,375.

In addition to MTF, the city also receives federal aid for improvements to major streets. Federal funding is distributed to local units of government through the Genesee County Metropolitan Planning Commission (GCMPC). Funding levels typically cover 50% of the total project costs, with the balance paid for with local dollars.

Federal and State aid is also available for the city's bridges through the local bridge program. Construction costs for improvement are funded at 95%, with the local share equal to 5% on construction, plus design and construction engineering costs.

Pavement Analysis

A roadway inventory was completed on all City of Swartz Creek streets. The results of this assessment can be found in Appendix A and a map of all the ratings completed can be found in Appendix C. Currently, 6% of the streets (1.6 miles) are in good condition (rating 8-10); 42% (10.8 miles) of the streets are in fair condition (rating 5-7); and 52% of the streets (13.6 miles) are in poor condition (rating 1-4). With this level of degradation in the street system, multiple scenarios are possible for funding roadway reconstruction, rehabilitation, and preventative maintenance. The city has been able to maintain major streets (10.2 miles) with the assistance of the aforementioned State and Federal-aid funding. Minor local streets (11.8 miles) do not qualify for this type of funding. Therefore, the City of Swartz Creek is fiscally responsible for ensuring serviceable roadways in these areas.

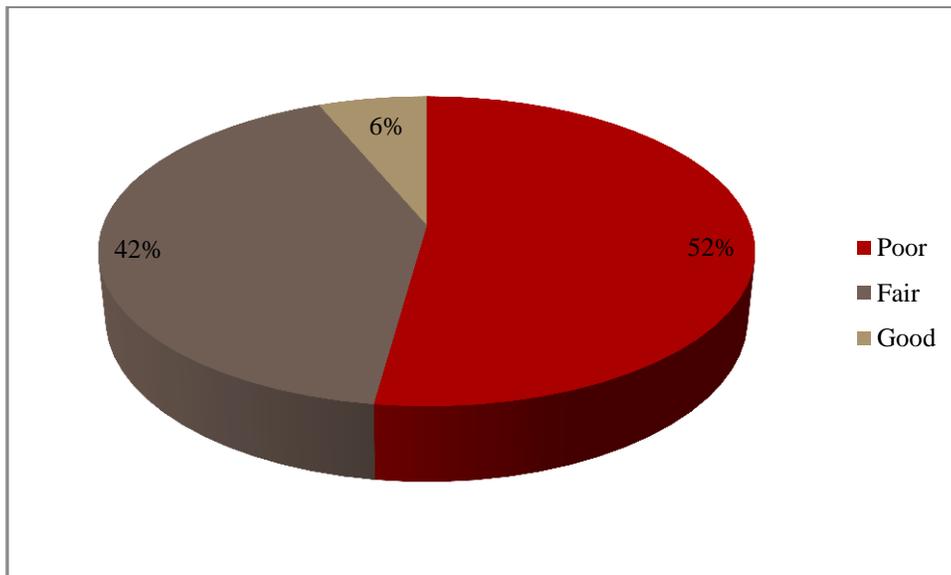


Chart 5
Percentage of All Streets in Poor, Fair, and Good Condition, 2014

As a part of the PASER pavement evaluation, a pavement management analysis tool was created that will allow the city to more easily budget necessary resources, reducing expenditures for immediate need and emergency situations. This analysis takes a look at the condition of each street and assigns recommendations and costs to rehabilitate each street segment. In the chart below, the cost per square yard for each treatment is listed. A full list of all roadway ratings, treatments and costs can be found in Appendix B.

Slurry Seal	\$5/Syd
Routine Crack Seal	\$2/Syd
Mill/Resurface	\$60/Syd
Reconstruct	\$105/Syd

Chart 6
Treatment Cost per Square Yard

The local streets were rated and a proposed maintenance treatment plan and corresponding cost were assigned. Currently, the average rating for local roadways is a 4, which is considered poor. The local streets were also evaluated in the Roadsoft software to determine a funding amount that will lead to an average rating of 6 for all local streets over the next 20 years.

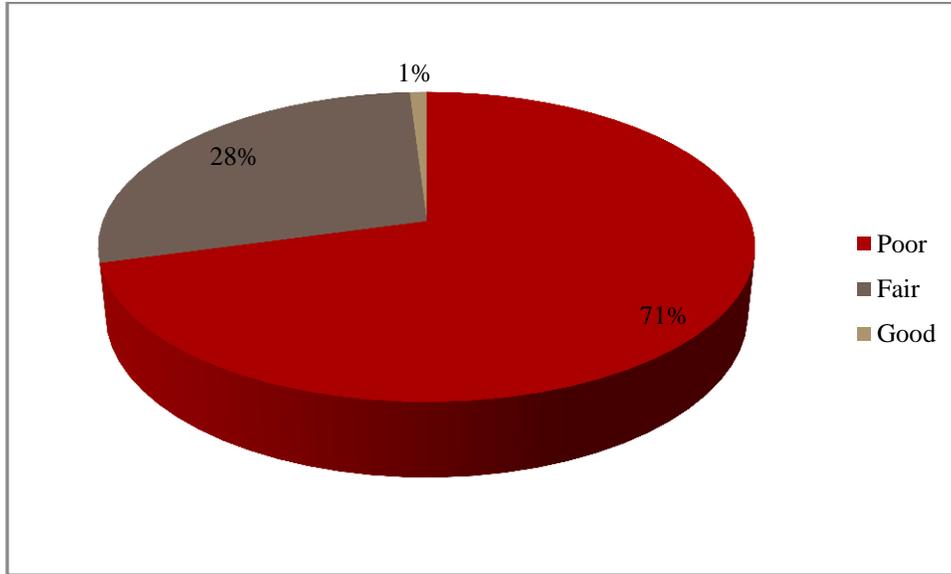


Chart 1
Percentage of Local Streets in Poor, Fair, and Good Condition, 2014

The federal-aid eligible roadways were also rated and then a proposed treatment and cost for the treatment were assigned. The average rating for federal-aid roadways is a 6, which is considered good. These roadways are not factored into the 20 year plan, as they are covered 80% for complete construction costs and depend on the Genesee County Metropolitan Planning Commission approval for funding.

Local Streets

The current evaluation of the local streets shows the average rating is a 4, which is fair condition. Three scenarios were run to help establish an appropriate annual funding rate to bring the average rating of local streets up to a 6 over 20 years.

Scenario I

The first scenario considered was the do nothing situation. This would be the most extreme circumstance where no money would be invested into the local streets. Performing an evaluation of this situation is to establish the worst case scenario. Below is a graph that shows the percentage of good, fair, and poor streets in 20 years if no action is taken.

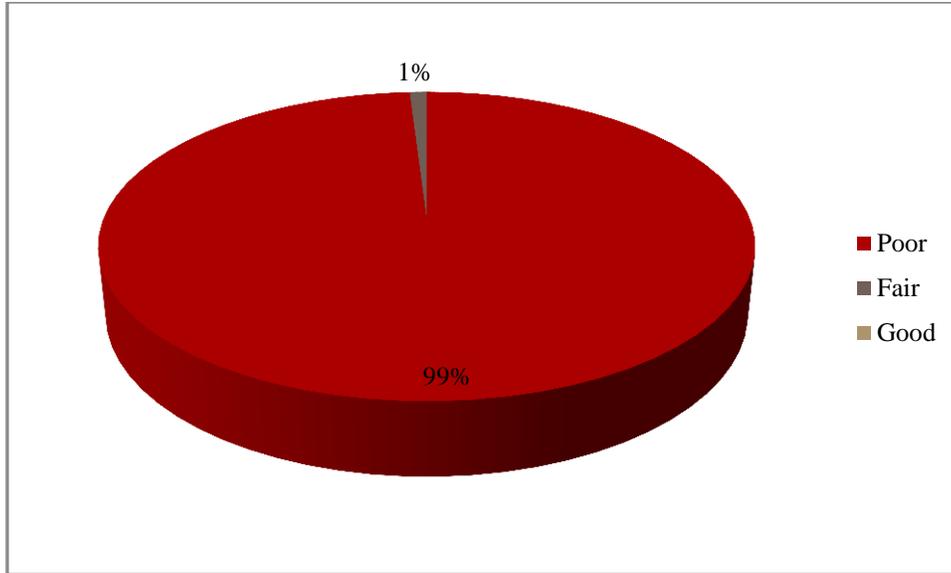


Chart 2
Percentage of Good, Fair, Poor Local Streets in Year 2034; Do Nothing Scenario

In the do nothing scenario, in 20 years 99% of the local streets will be considered in poor condition with an average PASER rating of 1. This will mean that 99% of the local streets have failed.

Scenario 2

The next annual amount used was \$500,000. This would be equal to about a 3.8 mil millage. The scenario allows for reconstruction, rehabilitation and preventative maintenance treatments each year on local streets. This will help the streets that are rated good to maintain their good rating, while eventually bringing some of the fair and poor streets up to a good rating. Below is a graph that shows the percentage of each roadway condition type for each year.

This scenario shows that after 20 years, there will be more local streets in good or fair condition than currently rated, but 50% of the roadways are still in poor condition. The average PASER rating for this scenario is expected to be a 3.

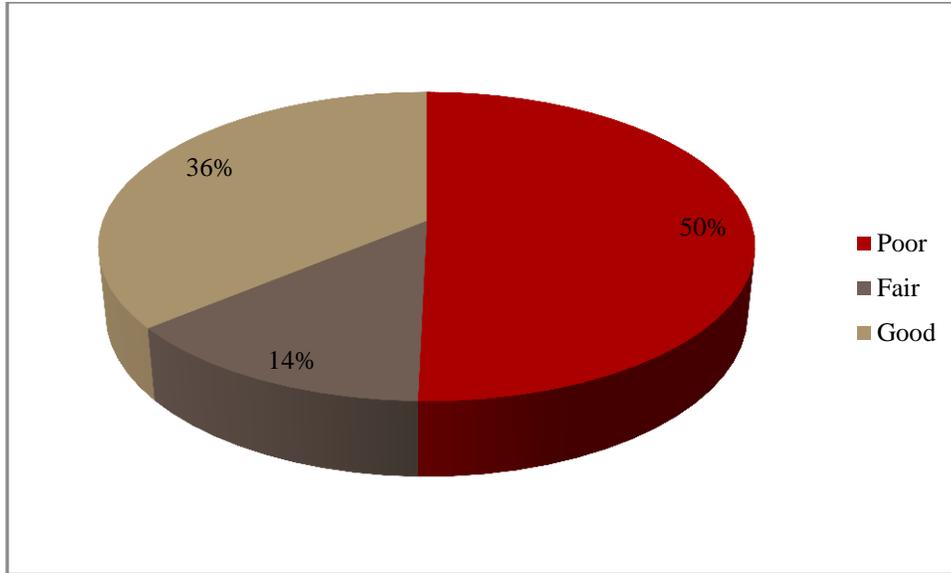


Chart 3
Percentage of Good, Fair, Poor Local Streets in Year 2034; \$500,000 Spent Annually

Although the percentage of poor streets decreases, the average PASER rating stays relatively the same. This result led to the evaluation of a new scenario in which \$1,000,000 was spent annually on local roadway maintenance.

Scenario 3

For a scenario where \$1,000,000 is spent annually, the value would be approximately equal to a 7.7 mil millage. Below is a graph that shows the percentage of each roadway condition type in 2034.

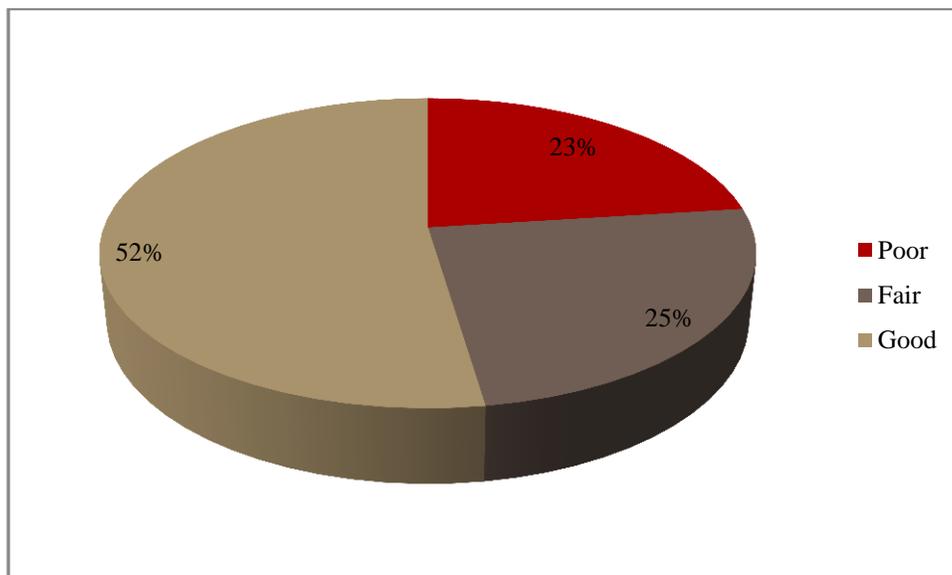


Chart 4
Percentage of Good, Fair, Poor Local Streets in Year 2034; \$1,000,000 Spent Annually

This scenario shows that after 20 years, there is a significant change in the percentage of good streets

from 1% in 2014 to 52% good in 2034. Over the 20 years, the average PASER rating grows continuously until it maxes out at an average rating of 7. This is above the desired average rating the city wishes to be able to maintain on all local streets, but further scenario optimizations show that the optimal dollar amount is between \$900,000 and \$950,000. This will maintain the local roadways at an average level of service of 6 which is considered in good condition.



Conclusion

The PASER ratings completed show that overall, the federal-aid eligible roadways in the City of Swartz Creek have an average rating of 6, which is good condition. This is in part, due to the funding source which encompasses 80% of the total project cost. This allows the city to complete roadway rehabilitation projects for 20% of the total cost, conserving monies for use elsewhere to maintain streets. The City of Swartz Creek should continue to pursue projects through the Genesee County Metropolitan Planning Commission to preserve the major roadways in the city.

The PASER ratings for the local streets were an average rating of 4, which is fair condition. Moving forward, it is recommended that a method for funding be determined for local street maintenance that will provide annual monies to perform roadway maintenance that raises the average local street rating to good condition.

There are limited means by which a community can fund street maintenance projects for local streets. They can assign a special assessment district on a project by project basis or they can try to pass a street millage to generate an annual allocation for roadwork. When completing roadway work in areas where water and sewer utilities need upgrades, a portion of the roadway rehabilitation can be funded by the water and sewer funds. The water and sewer funds are limited to just the area disturbed by utility construction. For federal-aid eligible roadways, 80% of the cost of roadway repair is covered and it is the responsibility of the municipality to cover the remaining 20%.

In the City of Swartz Creek, every mil requested generates approximately \$130,000. This equates to approximately \$57 for each household annually. When a special assessment district is proposed, the residents in the district are responsible to pay an equal amount to cover the costs of street repairs. The desirableness of the street millage is that, while a resident may not see or need work completed on their street each year, a plan can be created that will provide routine maintenance for the local streets. This will be accessible by the citizens and work toward the goal of an average PASER rating of a 6 for all local streets. The idea is to prevent a situation where residential streets deteriorate to a 1 or 2 and instead are programed for resurfacing or reconstruction prior to that point.

The strategies evaluated are for far into the future and the reliability of a millage will provide the constant income needed to continue any type of maintenance program. The special assessment district will likely only be completed when the local street is in such a condition that total reconstruct is the only option. The goal of completing this analysis is to avoid such a situation in the future.

From time to time, grants may come available for local roadway work. Currently, the Michigan Department of the Environmental Quality is providing a grant which will provide a 50% match for street projects that use asphalt produced using binder that contains melted scrap tires. This is an example of a possible way to fund street projects for less cost to the city. As these types of funding sources present themselves, the city can apply for funds but grants cannot be relied upon every year as programs are not always available.

Appendix

- A. 2014 Roadway Inventory
- B. 2014 Roadway Improvement Costs
- C. 2014 PASER Rating Maps

A. 2014 Roadway Inventory

Current Surface Rating Report

Swartz Creek

Report Module: Road Surface Management Analysis

Today's Date: 8/15/2014

Grouped By: Surface Subtype

Report Filter

Field Name	Operator	Value(s)
Current Surface Rating	=	1-Failed or 2-Very Poor or 3-Poor or 4-Fair or 5-Fair or 6-Good or 7-Good or 8-Very Good or 9-Excellent or 10-Excellent

Current Surface Rating Report

PRNo	Road Name	Segment Name	From Description	To Description	P.O.B	P.O.E	Length	City/Twp	Act51	NFC	Last Resurf	Last Eval	Current Rating	RSL
Surface Subtype: Asphalt-Standard														
1524605	1st St	1st St	Wade St	Miller Rd	0.000	0.105	0.105	Swartz Creek	CtyMinSt	Local	0	2014	5	1
1524606	2nd St	2nd St	Wade St	Miller Rd	0.000	0.105	0.105	Swartz Creek	CtyMinSt	Local	0	2014	5	1
1524608	3rd St	3rd St	Wade St	Miller Rd	0.000	0.102	0.102	Swartz Creek	CtyMinSt	Local	0	2014	5	1
1534609	Abbey Ln	Abbey Ln	Jennie Ln	Yarmy Dr	0.000	0.202	0.202	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
3253016	Arlington Dr	Arlington Dr	Heritage	Canterbury St	0.000	0.095	0.095	Swartz Creek	Undef	Unk	0	2014	8	8
		Arlington Dr	Canterbury St	Dead End or Start	0.095	0.133	0.038	Swartz Creek	Undef	Unk	0	2014	8	8
3253017	Arlington Dr	Arlington Dr	Heritage	Dead End or Start	0.000	0.039	0.039	Swartz Creek	Undef	Unk	0	2014	8	8
3253012	Augusta St	Augusta St	Canterbury St	Heritage	0.000	0.098	0.098	Swartz Creek	Undef	Unk	0	2014	7	6
		Augusta St	Heritage	Manchester St	0.098	0.168	0.070	Swartz Creek	Undef	Unk	0	2014	6	4
		Augusta St	Manchester St	Cambridge St	0.168	0.233	0.065	Swartz Creek	Undef	Unk	0	2014	5	1
3253023	Bainbridge Dr	Bainbridge Dr	Heritage	Dead End or Start	0.000	0.049	0.049	Swartz Creek	Undef	Unk	0	2014	8	8
3252382	Birch Ln	Birch Ln	Park Ridge Pkwy	Dead End or Start	0.000	0.071	0.071	Swartz Creek	CtyMinSt	Local	0	2014	5	1
1522207	Birchcrest Dr	Birchcrest Dr	Young Dr	Oakview Dr	0.000	0.241	0.241	Swartz Creek	CtyMinSt	Local	0	2014	3	-6
		Birchcrest Dr	Oakview Dr	Dead End or Start	0.241	0.360	0.119	Swartz Creek	CtyMinSt	Local	0	2014	4	-2
1524602	Brady St	Brady St	Miller Rd	Ingalls St	0.000	0.087	0.087	Swartz Creek	CtyMinSt	Local	0	2014	6	4
		Brady St	Ingalls St	Attribute Change	0.087	0.144	0.057	Swartz Creek	CtyMinSt	Local	0	2014	3	-6
1494010	Bristol Rd	Bristol Rd	City/Twp Line	Elms Rd	5.826	5.945	0.119	Swartz Creek	CtyMinSt	Local	0	2014	3	-6
1523902	Bristol Rd	Bristol Rd	Elms Rd	Heritage	0.000	0.407	0.407	Swartz Creek	CtyMajSt	MinArt	0	2014	6	4
		Bristol Rd	Heritage	Canterbury St	0.407	0.505	0.098	Swartz Creek	CtyMajSt	MinArt	0	2014	6	4

Current Surface Rating Report

PRNo	Road Name	Segment Name	From Description	To Description	P.O.B	P.O.E	Length	City/Twp	Act51	NFC	Last Resurf	Last Eval	Current Rating	RSL
Surface Subtype: Asphalt-Standard														
3253014	Cambridge St	Bristol Rd	Canterbury St	Miller Rd	0.505	0.968	0.463	Swartz Creek	CtyMajSt	MinArt	0	2014	6	4
3253013	Canterbury St	Cambridge St	Augusta St	Dead End or Start	0.000	0.016	0.016	Swartz Creek	Undef	Unk	0	2014	6	4
		Canterbury St	Bristol Rd	Augusta St	0.000	0.071	0.071	Swartz Creek	Undef	Unk	0	2014	7	6
		Canterbury St	Augusta St	Arlington Dr	0.071	0.127	0.056	Swartz Creek	Undef	Unk	0	2014	8	8
		Canterbury St	Arlington Dr	Saint Charles Pass	0.127	0.181	0.054	Swartz Creek	Undef	Unk	0	2014	8	8
1534604	Cappy Ln	Cappy Ln	Don Shenk Dr	Winshall Dr	0.058	0.180	0.122	Swartz Creek	CtyMajSt	MajColl	0	2014	3	-6
		Cappy Ln	Winshall Dr	Fairchild St	0.180	0.360	0.180	Swartz Creek	CtyMajSt	MajColl	0	2014	3	-6
3252387	Chapel Ln	Chapel Ln	Cross Creek Dr	Dead End or Start	0.000	0.099	0.099	Swartz Creek	Undef	Unk	0	2014	5	1
1522205	Chesterfield Dr	Chesterfield Dr	Eton Ct	Seymour Rd	0.198	0.386	0.188	Swartz Creek	CtyMinSt	Local	0	2014	3	-6
1523101	Church St	Church St	Morrish Rd	Fredrick St	0.000	0.101	0.101	Swartz Creek	CtyMinSt	Local	0	2014	5	1
1831508	Civic Dr	Civic Dr	Paul Fortino Dr	Dead End or Start	0.000	0.099	0.099	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
3251551	Colony Ct	Colony Ct	Country Meadow Dr	Dead End or Start	0.000	0.042	0.042	Swartz Creek	Undef	Unk	0	2014	4	-2
3253020	Concord Dr	Concord Dr	Heritage	Dead End or Start	0.000	0.131	0.131	Swartz Creek	Undef	Unk	0	2014	8	8
3250594	Country Meadow Dr	Springbrook Dr	Miller Rd	Country Meadow Dr	0.000	0.082	0.082	Swartz Creek	Undef	Unk	0	2014	4	-2
		Country Meadow Dr	Springbrook Dr	Colony Ct	0.082	0.104	0.022	Swartz Creek	Undef	Unk	0	2014	4	-2
		Country Meadow Dr	Colony Ct	Virginia Ct	0.104	0.166	0.062	Swartz Creek	Undef	Unk	0	2014	4	-2
		Country Meadow Dr	Virginia Ct	Diane Ct	0.166	0.209	0.043	Swartz Creek	Undef	Unk	0	2014	4	-2
		Country Meadow Dr	Diane Ct	Springbrook Dr	0.209	0.257	0.048	Swartz Creek	Undef	Unk	0	2014	4	-2
1534519	Crapo St	Crapo St	Maple St	Attribute Change	0.000	0.163	0.163	Swartz Creek	CtyMajSt	Local	0	2014	3	-6
		Crapo St	Attribute Change	Dead End or Start	0.163	0.256	0.093	Swartz Creek	Undef	Unk	0	2014	9	11

Current Surface Rating Report

PRNo	Road Name	Segment Name	From Description	To Description	P.O.B	P.O.E	Length	City/Twp	Act51	NFC	Last Resurf	Last Eval	Current Rating	RSL
Surface Subtype: Asphalt-Standard														
3252386	Cross Creek Dr	Cross Creek Dr	Springbrook Dr	Chapel Ln	0.000	0.071	0.071	Swartz Creek	Undef	Unk	0	2014	6	4
		Cross Creek Dr	Chapel Ln	Springbrook Dr	0.071	0.143	0.072	Swartz Creek	Undef	Unk	0	2014	6	4
		Cross Creek Dr	Springbrook Dr	Nemer Dr	0.143	0.375	0.232	Swartz Creek	Undef	Unk	0	2014	7	6
		Cross Creek Dr	Nemer Dr	Latifee Ct	0.375	0.413	0.038	Swartz Creek	Undef	Unk	0	2014	7	6
		Cross Creek Dr	Latifee Ct	Russell Dr	0.413	0.433	0.020	Swartz Creek	Undef	Unk	0	2014	6	4
		Cross Creek Dr	Russell Dr	Springbrook Dr	0.433	0.497	0.064	Swartz Creek	Undef	Unk	0	2014	7	6
3251552	Diane Ct	Diane Ct	Country Meadow Dr	Dead End or Start	0.000	0.031	0.031	Swartz Creek	Undef	Unk	0	2014	3	-6
1495804	S Dye Rd	S Dye Rd	Commerce Rd	Miller Rd	0.227	0.370	0.143	Swartz Creek	CoLocRd	Local	0	2014	3	-6
		S Dye Rd	Miller Rd	Norko Dr	0.370	0.669	0.299	Swartz Creek	CoPrimRd	MinArt	0	2014	4	-2
		S Dye Rd	Norko Dr	Canadian National Railway	0.669	0.710	0.041	Swartz Creek	CoPrimRd	MinArt	0	2014	4	-2
		S Dye Rd	Canadian National Railway	City/Twp Line	0.710	0.735	0.025	Swartz Creek	CoPrimRd	MinArt	0	2014	4	-2
3251550	Elizabeth Ct	Elizabeth Ct	Springbrook Dr	Dead End or Start	0.000	0.026	0.026	Swartz Creek	Undef	Unk	0	2014	4	-2
1523901	Elms Rd	Elms Rd	Eagle Dr		3.299	3.409	0.110	Swartz Creek	CtyMajSt	MinArt	0	2014	3	-6
		Elms Rd		Miller Rd	3.409	3.519	0.110	Swartz Creek	CtyMajSt	MinArt	0	2014	8	8
		Elms Rd	Miller Rd	E I 69	3.519	3.624	0.105	Swartz Creek	CtyMajSt	MinArt	0	2014	7	6
		Elms Rd	E I 69	W I 69	3.624	3.642	0.018	Swartz Creek	CtyMajSt	MinArt	0	2014	8	8
		Elms Rd	W I 69	Park Ridge Pkwy	3.642	3.746	0.104	Swartz Creek	CtyMajSt	MinArt	0	2014	8	8
		Elms Rd	Park Ridge Pkwy	Yarmy Dr	3.746	3.843	0.097	Swartz Creek	CtyMajSt	MinArt	0	2014	6	4
		Elms Rd	Yarmy Dr	Bristol Rd	3.843	4.039	0.196	Swartz Creek	CtyMajSt	MinArt	0	2014	7	6
		Elms Rd	Bristol Rd	Bristol Rd	4.039	4.058	0.019	Swartz Creek	CtyMajSt	MinArt	0	2014	7	6
		Elms Rd	Bristol Rd	City/Twp Line	4.058	4.482	0.424	Swartz Creek	CtyMajSt	MinArt	0	2014	7	6
1534605	Eton Ct	Eton Ct	Chesterfield Dr	Dead End or Start	0.000	0.051	0.051	Swartz Creek	CtyMinSt	Local	0	2014	3	-6
1524509	Fairchild St	Fairchild St	Miller Rd	Ingalls St	0.000	0.117	0.117	Swartz Creek	CtyMajSt	MajColl	0	2014	3	-6

Current Surface Rating Report

PRNo	Road Name	Segment Name	From Description	To Description	P.O.B	P.O.E	Length	City/Twp	Act51	NFC	Last Resurf	Last Eval	Current Rating	RSL
Surface Subtype: Asphalt-Standard														
		Fairchild St	Ingalls St	Cappy Ln	0.117	0.274	0.157	Swartz Creek	CtyMajSt	MajColl	0	2014	3	-6
		Fairchild St	Cappy Ln	Attribute Change	0.274	0.298	0.024	Swartz Creek	CtyMinSt	Local	0	2014	6	4
		Fairchild St	Attribute Change	Dead End or Start	0.298	0.319	0.021	Swartz Creek	Undef	Unk	0	2014	6	4
1524603	Ford St													
		Ford St	Miller Rd	Ingalls St	0.000	0.087	0.087	Swartz Creek	CtyMinSt	Local	0	2014	5	1
1524607	Fredrick St													
		Fredrick St	Miller Rd	Church St	0.000	0.070	0.070	Swartz Creek	CtyMinSt	Local	0	2014	5	1
		Fredrick St	Church St	Mason St	0.070	0.129	0.059	Swartz Creek	CtyMinSt	Local	0	2014	5	1
3253228	Gateway Blvd													
		Gateway Blvd	Miller Rd	Dead End or Start	0.000	0.033	0.033	Swartz Creek	Undef	Unk	0	2014	4	-2
1522308	Grove St													
		Grove St	Morrish Rd	Dead End or Start	0.000	0.255	0.255	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
1524604	Hayes St													
		Hayes St	Miller Rd	Ingalls St	0.000	0.082	0.082	Swartz Creek	CtyMinSt	Local	0	2014	6	4
3253011	Heritage													
		Heritage	Bristol Rd	Augusta St	0.000	0.071	0.071	Swartz Creek	Undef	Unk	0	2014	5	1
		Heritage	Augusta St	Arlington Dr	0.071	0.138	0.067	Swartz Creek	Undef	Unk	0	2014	6	4
		Heritage	Arlington Dr	Saint Charles Pass	0.138	0.246	0.108	Swartz Creek	Undef	Unk	0	2014	7	6
		Heritage	Saint Charles Pass	Mansfield Dr	0.246	0.285	0.039	Swartz Creek	Undef	Unk	0	2014	7	6
		Heritage	Mansfield Dr	Concord Dr	0.285	0.310	0.025	Swartz Creek	Undef	Unk	0	2014	7	6
		Heritage	Concord Dr	Bainbridge Dr	0.310	0.450	0.140	Swartz Creek	Undef	Unk	0	2014	7	6
		Heritage	Bainbridge Dr	City/Twp Line	0.450	0.471	0.021	Swartz Creek	Undef	Unk	0	2014	6	4
3252381	Hickory Ln													
		Hickory Ln	Park Ridge Pkwy	Dead End or Start	0.000	0.069	0.069	Swartz Creek	CtyMinSt	Local	0	2014	5	1
1519604	Hill Rd													
		Hill Rd	City/Twp Line	Seymour Rd	3.607	3.867	0.260	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
3250182	Holland Dr													
		Holland Dr	Miller Rd	Ingalls Rd & Ingalls St	0.000	0.075	0.075	Swartz Creek	CtyMinSt	Local	0	2014	6	4
1522310	Ingalls St													
		Ingalls St	Hayes St	Ingalls Rd & Holland Dr	0.000	0.068	0.068	Swartz Creek	CtyMajSt	Local	0	2014	5	1
		Ingalls Rd	Holland Dr & Ingalls St	Morrish Rd	0.068	0.083	0.015	Swartz Creek	CtyMajSt	Local	0	2014	5	1

Current Surface Rating Report

PRNo	Road Name	Segment Name	From Description	To Description	P.O.B	P.O.E	Length	City/Twp	Act51	NFC	Last Resurf	Last Eval	Current Rating	RSL
Surface Subtype: Asphalt-Standard														
1534607	Ingalls St	Ingalls St	Fairchild St	McLain St	0.000	0.069	0.069	Swartz Creek	CtyMajSt	MajColl	0	2014	5	1
		Ingalls St	McLain St	School St	0.069	0.166	0.097	Swartz Creek	CtyMajSt	MajColl	0	2014	3	-6
1534608	Ingalls St	Ingalls St	School St	Brady St	0.000	0.086	0.086	Swartz Creek	CtyMajSt	Local	0	2014	3	-6
		Ingalls St	Brady St	Ford St	0.086	0.145	0.059	Swartz Creek	CtyMajSt	Local	0	2014	4	-2
		Ingalls St	Ford St	Hayes St	0.145	0.221	0.076	Swartz Creek	CtyMajSt	Local	0	2014	5	1
3251024	Ingalls St	Ingalls St	Fairchild St	Dead End or Start	0.000	0.123	0.123	Swartz Creek	Undef	Unk	0	2014	10	12
1519509	Jennie Ln	Jennie Ln	Bristol Rd	Abbey Ln	0.000	0.070	0.070	Swartz Creek	CtyMinSt	Local	0	2014	5	1
		Jennie Ln	Abbey Ln	Yarmy Dr	0.070	0.153	0.083	Swartz Creek	CtyMinSt	Local	0	2014	6	4
		Jennie Ln	Yarmy Dr		0.153	0.213	0.060	Swartz Creek	CtyMinSt	Local	0	2014	6	4
1534610	Jennie Ln	Jennie Ln		Yarmy Dr	0.000	0.161	0.161	Swartz Creek	CtyMinSt	Local	0	2014	7	6
3252077	Jill Marie Ln	Jill Marie Ln	Natalie Dr	Dead End or Start	0.000	0.122	0.122	Swartz Creek	CtyMinSt	Local	0	2014	5	1
3252078	Jill Marie Ln	Jill Marie Ln	Natalie Dr	Dead End or Start	0.000	0.083	0.083	Swartz Creek	CtyMinSt	Local	0	2014	5	1
3252388	Latifee Ct	Latifee Ct	Cross Creek Dr	Dead End or Start	0.000	0.097	0.097	Swartz Creek	Undef	Unk	0	2014	6	4
3252617	Linsey Dr	Linsey Dr	Maya Ln	Dead End or Start	0.000	0.018	0.018	Swartz Creek	Undef	Unk	0	2014	8	8
3251736	Locust Ln	Locust Ln	Park Ridge Pkwy	Dead End or Start	0.000	0.069	0.069	Swartz Creek	CtyMinSt	Local	0	2014	6	4
3253015	Manchester St	Manchester St	Augusta St	Dead End or Start	0.000	0.019	0.019	Swartz Creek	Undef	Unk	0	2014	6	4
3253021	Mansfield Dr	Mansfield Dr	Heritage		0.000	0.061	0.061	Swartz Creek	Undef	Unk	0	2014	8	8
		Mansfield Dr		Dead End or Start	0.061	0.074	0.013	Swartz Creek	Undef	Unk	0	2014	3	-6
3253022	Mansfield Dr	Mansfield Dr		Dead End or Start	0.000	0.040	0.040	Swartz Creek	Undef	Unk	0	2014	3	-6

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PRNo	Road Name	Segment Name	From Description	To Description	P.O.B	P.O.E	Length	City/Twp	Act51	NFC	Last Resurf	Last Eval	Current Rating	RSL
Surface Subtype: Asphalt-Standard														
1522317	Maple St	Maple St	Morrish Rd	Crapo St	0.000	0.048	0.048	Swartz Creek	CtyMajSt	Local	0	2014	3	-6
		Maple St	Crapo St	Dead End or Start	0.048	0.190	0.142	Swartz Creek	CtyMinSt	Local	0	2014	4	-2
3252618	Maple Crest Cir	Maple Crest Cir	Maya Ln	Dead End or Start	0.000	0.039	0.039	Swartz Creek	Undef	Unk	0	2014	8	8
1523102	Mason St	Mason St	Morrish Rd	Fredrick St	0.000	0.103	0.103	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
		Mason St	Fredrick St	Springbrook Dr	0.103	0.180	0.077	Swartz Creek	Undef	Unk	0	2014	6	4
3252615	Maya Ln	Maya Ln	Miller Rd	Maple Crest Cir	0.000	0.151	0.151	Swartz Creek	Undef	Unk	0	2014	7	6
		Maya Ln	Maple Crest Cir	Linsey Dr	0.151	0.217	0.066	Swartz Creek	Undef	Unk	0	2014	8	8
		Maya Ln	Linsey Dr	Russell Dr	0.217	0.276	0.059	Swartz Creek	Undef	Unk	0	2014	8	8
		Maya Ln	Russell Dr	Dead End or Start	0.276	0.296	0.020	Swartz Creek	Undef	Unk	0	2014	8	8
1524510	McLain St	McLain St	Miller Rd	Ingalls St	0.000	0.121	0.121	Swartz Creek	CtyMinSt	Local	0	2014	6	4
		McLain St	Ingalls St	Dead End or Start	0.121	0.267	0.146	Swartz Creek	CtyMinSt	Local	0	2014	5	1
1519805	Miller Rd	Miller Rd	Seymour Rd	Winston Dr	4.002	4.124	0.122	Swartz Creek	CtyMajSt	MinArt	0	2014	6	4
		Miller Rd	Winston Dr	Gateway Blvd	4.124	4.300	0.176	Swartz Creek	CtyMajSt	MinArt	0	2014	4	-2
		Miller Rd	Gateway Blvd	Fairchild St	4.300	4.484	0.184	Swartz Creek	CtyMajSt	MinArt	0	2014	4	-2
		Miller Rd	Fairchild St	McLain St	4.484	4.552	0.068	Swartz Creek	CtyMajSt	MinArt	0	2014	5	1
		Miller Rd	McLain St	School St	4.552	4.649	0.097	Swartz Creek	CtyMajSt	MinArt	0	2014	4	-2
		Miller Rd	School St	Shaffer Dr	4.649	4.677	0.028	Swartz Creek	CtyMajSt	MinArt	0	2014	4	-2
		Miller Rd	Shaffer Dr	Brady St	4.677	4.735	0.058	Swartz Creek	CtyMajSt	MinArt	0	2014	4	-2
		Miller Rd	Brady St	Ford St	4.735	4.795	0.060	Swartz Creek	CtyMajSt	MinArt	0	2014	4	-2
		Miller Rd	Ford St	Paul Fortino Dr	4.795	4.852	0.057	Swartz Creek	CtyMajSt	MinArt	0	2014	4	-2
		Miller Rd	Paul Fortino Dr	Hayes St	4.852	4.863	0.011	Swartz Creek	CtyMajSt	MinArt	0	2014	4	-2
		Miller Rd	Hayes St	Holland Dr	4.863	4.938	0.075	Swartz Creek	CtyMajSt	MinArt	0	2014	4	-2
		Miller Rd	Holland Dr	Morrish Rd	4.938	5.000	0.062	Swartz Creek	CtyMajSt	MinArt	0	2014	4	-2
		Miller Rd	Morrish Rd	1st St	5.000	5.033	0.033	Swartz Creek	CtyMajSt	MinArt	0	2014	4	-2

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PRNo	Road Name	Segment Name	From Description	To Description	P.O.B	P.O.E	Length	City/Twp	Act51	NFC	Last Resurf	Last Eval	Current Rating	RSL
Surface Subtype: Asphalt-Standard														
		Miller Rd	1st St	2nd St	5.033	5.094	0.061	Swartz Creek	CtyMajSt	MinArt	0	2014	4	-2
		Miller Rd	2nd St	Fredrick St	5.094	5.103	0.009	Swartz Creek	CtyMajSt	MinArt	0	2014	4	-2
		Miller Rd	Fredrick St	3rd St	5.103	5.156	0.053	Swartz Creek	CtyMajSt	MinArt	0	2014	4	-2
		Miller Rd	3rd St	Springbrook Dr	5.156	5.192	0.036	Swartz Creek	CtyMajSt	MinArt	0	2014	4	-2
		Miller Rd	Springbrook Dr	Raubinger Rd	5.192	5.454	0.262	Swartz Creek	CtyMajSt	MinArt	0	2014	4	-2
		Miller Rd	Raubinger Rd	Maya Ln	5.454	5.625	0.171	Swartz Creek	CtyMajSt	MinArt	0	2014	4	-2
		Miller Rd	Maya Ln	Elms Rd	5.625	6.136	0.511	Swartz Creek	CtyMajSt	MinArt	0	2014	4	-2
		Miller Rd	Talmadge Ct		6.582	6.709	0.127	Swartz Creek	CtyMajSt	PrincArt	0	2014	5	1
		Miller Rd		Bristol Rd	6.709	7.252	0.543	Swartz Creek	CtyMajSt	PrincArt	0	2014	6	4
		Miller Rd	Bristol Rd	Canadian National Railway	7.252	7.356	0.104	Swartz Creek	CtyMajSt	PrincArt	0	2014	5	1
		Miller Rd	Canadian National Railway	S Dye Rd	7.356	7.792	0.436	Swartz Creek	CtyMajSt	PrincArt	0	2014	3	-6
1519303	Morrish Rd													
		Morrish Rd	City/Twp Line	Canadian National Railway	5.013	5.183	0.170	Swartz Creek	CtyMajSt	MinArt	0	2014	6	4
		Morrish Rd	Canadian National Railway	Maple St	5.183	5.209	0.026	Swartz Creek	CtyMajSt	MinArt	0	2014	7	6
		Morrish Rd	Maple St	Grove St	5.209	5.275	0.066	Swartz Creek	CtyMajSt	MinArt	0	2014	7	6
		Morrish Rd	Grove St	Wade St	5.275	5.446	0.171	Swartz Creek	CtyMajSt	MinArt	0	2014	8	8
		Morrish Rd	Wade St	Ingalls Rd	5.446	5.472	0.026	Swartz Creek	CtyMajSt	MinArt	0	2014	6	4
3250181	Morrish Rd													
		Morrish Rd	Ingalls Rd	Miller Rd	0.000	0.100	0.100	Swartz Creek	CtyMajSt	MinArt	0	2014	6	4
		Morrish Rd	Miller Rd	Church St	0.100	0.174	0.074	Swartz Creek	CtyMajSt	MinArt	0	2014	6	4
		Morrish Rd	Church St	Mason St	0.174	0.232	0.058	Swartz Creek	CtyMajSt	MinArt	0	2014	6	4
		Morrish Rd	Mason St	Paul Fortino Dr	0.232	0.245	0.013	Swartz Creek	CtyMajSt	MinArt	0	2014	6	4
		Morrish Rd	Paul Fortino Dr	Mary St	0.245	0.290	0.045	Swartz Creek	CtyMajSt	MinArt	0	2014	6	4
		Morrish Rd	Mary St	Fredrick St	0.290	0.364	0.074	Swartz Creek	CtyMajSt	MinArt	0	2014	7	6
		Morrish Rd	Fredrick St	Applecreek Dr	0.364	0.396	0.032	Swartz Creek	CtyMajSt	MinArt	0	2014	7	6
		Morrish Rd	Applecreek Dr	Morrish/E I 69 RAMP	0.396	0.549	0.153	Swartz Creek	CtyMajSt	MinArt	0	2014	7	6
		Morrish Rd	Morrish/E I 69 RAMP	E I 69/Morrish RAMP	0.549	0.560	0.011	Swartz Creek	CtyMajSt	MinArt	0	2014	6	4
		Morrish Rd	W I 69	W I 69/Morrish RAMP	0.673	0.766	0.093	Swartz Creek	CtyMajSt	MinArt	0	2014	5	1
		Morrish Rd	W I 69/Morrish RAMP	Morrish/W I 69 RAMP	0.766	0.775	0.009	Swartz Creek	CtyMajSt	MinArt	0	2014	7	6

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PRNo	Road Name	Segment Name	From Description	To Description	P.O.B	P.O.E	Length	City/Twp	Act51	NFC	Last Resurf	Last Eval	Current Rating	RSL
Surface Subtype: Asphalt-Standard														
		Morrish Rd	Morrish/W I 69 RAMP	Bristol Rd	0.775	1.101	0.326	Swartz Creek	CtyMajSt	MajColl	0	2014	7	6
3252383	Mountain Ash Ln	Mountain Ash Ln	Park Ridge Pkwy	Dead End or Start	0.000	0.070	0.070	Swartz Creek	CtyMinSt	Local	0	2014	5	1
3252389	Nemer Dr	Nemer Dr	Cross Creek Dr	Dead End or Start	0.000	0.066	0.066	Swartz Creek	Undef	Unk	0	2014	6	4
1522208	Oakview Dr	Oakview Dr	Birchcrest Dr	Valleyview Dr	0.348	0.396	0.048	Swartz Creek	CtyMinSt	Local	0	2014	4	-2
		Oakview Dr	Valleyview Dr	Seymour Rd	0.396	0.458	0.062	Swartz Creek	CtyMinSt	Local	0	2014	5	1
3252380	Park Ridge Pkwy	Park Ridge Pkwy	Elms Rd	Silver Maple Ln	0.000	0.056	0.056	Swartz Creek	CtyMinSt	Local	0	2014	4	-2
		Park Ridge Pkwy	Silver Maple Ln	Locust Ln	0.056	0.138	0.082	Swartz Creek	CtyMinSt	Local	0	2014	6	4
		Park Ridge Pkwy	Locust Ln	Red Oak Dr	0.138	0.215	0.077	Swartz Creek	CtyMinSt	Local	0	2014	6	4
		Park Ridge Pkwy	Red Oak Dr	Mountain Ash Ln	0.215	0.296	0.081	Swartz Creek	CtyMinSt	Local	0	2014	5	1
		Park Ridge Pkwy	Mountain Ash Ln	Birch Ln	0.296	0.372	0.076	Swartz Creek	CtyMinSt	Local	0	2014	5	1
		Park Ridge Pkwy	Birch Ln	Hickory Ln	0.372	0.452	0.080	Swartz Creek	CtyMinSt	Local	0	2014	5	1
1523103	Paul Fortino Dr	Paul Fortino Dr	Miller Rd	Civic Dr	0.000	0.122	0.122	Swartz Creek	CtyMajSt	MajColl	0	2014	3	-6
		Paul Fortino Dr	Civic Dr	Morrish Rd	0.122	0.266	0.144	Swartz Creek	CtyMajSt	MajColl	0	2014	3	-6
1519808	Raubinger Rd	Raubinger Rd	Canadian National Railway		0.894	1.008	0.114	Swartz Creek	CtyMinSt	Local	0	2014	9	11
		Raubinger Rd		Miller Rd	1.008	1.123	0.115	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
3251735	Red Oak Dr	Red Oak Dr	Park Ridge Pkwy	Dead End or Start	0.000	0.068	0.068	Swartz Creek	CtyMinSt	Local	0	2014	5	1
3252616	Russell Dr	Russell Dr	Cross Creek Dr	Maya Ln	0.000	0.053	0.053	Swartz Creek	Undef	Unk	0	2014	6	4
3253018	Saint Charles Pass	Saint Charles Pass	Heritage	Canterbury St	0.000	0.078	0.078	Swartz Creek	Undef	Unk	0	2014	8	8
		Saint Charles Pass	Canterbury St	Dead End or Start	0.078	0.119	0.041	Swartz Creek	Undef	Unk	0	2014	8	8
3253019	Saint Charles Pass	Saint Charles Pass	Heritage	Dead End or Start	0.000	0.072	0.072	Swartz Creek	Undef	Unk	0	2014	8	8
1524601	School St													

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PRNo	Road Name	Segment Name	From Description	To Description	P.O.B	P.O.E	Length	City/Twp	Act51	NFC	Last Resurf	Last Eval	Current Rating	RSL
Surface Subtype: Asphalt-Standard														
		School St	Miller Rd	Ingalls St	0.000	0.089	0.089	Swartz Creek	CtyMajSt	MajColl	0	2014	3	-6
		School St	Ingalls St	Ingalls St	0.089	0.120	0.031	Swartz Creek	CtyMajSt	MajColl	0	2014	3	-6
		School St	Ingalls St	Dead End or Start	0.120	0.245	0.125	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
1509803	Seymour Rd													
		Seymour Rd	Canadian National Railway	Norbury Dr	10.458	10.653	0.195	Swartz Creek	CtyMajSt	MajColl	0	2014	2	-12
		Seymour Rd	Norbury Dr	Hill Rd	10.653	10.701	0.048	Swartz Creek	CtyMajSt	MajColl	0	2014	4	-2
		Seymour Rd	Hill Rd	Oakview Dr	10.701	10.929	0.228	Swartz Creek	CtyMajSt	MajColl	0	2014	4	-2
		Seymour Rd	Oakview Dr	Durwood Dr	10.929	11.145	0.216	Swartz Creek	CtyMajSt	MajColl	0	2014	3	-6
		Seymour Rd	Durwood Dr	Young Dr	11.145	11.175	0.030	Swartz Creek	CtyMajSt	MajColl	0	2014	3	-6
		Seymour Rd	Young Dr	Chelmsford Dr	11.175	11.204	0.029	Swartz Creek	CtyMajSt	MajColl	0	2014	3	-6
		Seymour Rd	Chelmsford Dr	Chesterfield Dr	11.204	11.261	0.057	Swartz Creek	CtyMajSt	MajColl	0	2014	5	1
		Seymour Rd	Chesterfield Dr	Luea Ln	11.261	11.335	0.074	Swartz Creek	CtyMajSt	MajColl	0	2014	6	4
		Seymour Rd	Luea Ln	Miller Rd	11.335	11.430	0.095	Swartz Creek	CtyMajSt	MajColl	0	2014	6	4
3251734	Silver Maple Ln													
		Silver Maple Ln	Park Ridge Pkwy	Dead End or Start	0.000	0.055	0.055	Swartz Creek	CtyMinSt	Local	0	2014	6	4
3250595	Springbrook Dr													
		Springbrook Dr	Country Meadow Dr	Mason St	0.000	0.045	0.045	Swartz Creek	Undef	Unk	0	2014	4	-2
		Springbrook Dr	Mason St	Elizabeth Ct	0.045	0.093	0.048	Swartz Creek	Undef	Unk	0	2014	6	4
		Springbrook Dr	Elizabeth Ct	Country Meadow Dr	0.093	0.181	0.088	Swartz Creek	Undef	Unk	0	2014	7	6
		Springbrook Dr	Country Meadow Dr	Cross Creek Dr	0.181	0.302	0.121	Swartz Creek	Undef	Unk	0	2014	6	4
		Springbrook Dr	Cross Creek Dr	Springbrook Ct	0.302	0.395	0.093	Swartz Creek	Undef	Unk	0	2014	6	4
		Springbrook Dr	Springbrook Ct	Cross Creek Dr	0.395	0.487	0.092	Swartz Creek	Undef	Unk	0	2014	6	4
		Springbrook Dr	Cross Creek Dr	Cross Creek Dr	0.487	0.632	0.145	Swartz Creek	Undef	Unk	0	2014	6	4
3252385	Springbrook Ct													
		Springbrook Ct	Springbrook Dr	Dead End or Start	0.000	0.024	0.024	Swartz Creek	Undef	Unk	0	2014	6	4
1524610	Talmadge Ct													
		Talmadge Ct	Miller Rd	Dead End or Start	0.000	0.082	0.082	Swartz Creek	CtyMinSt	Local	0	2014	3	-6
1522201	Valleyview Dr													
		Valleyview Dr	Oakview Dr	Dead End or Start	0.000	0.135	0.135	Swartz Creek	CtyMinSt	Local	0	2014	5	1
3251553	Virginia Ct													

Current Surface Rating Report

PRNo	Road Name	Segment Name	From Description	To Description	P.O.B	P.O.E	Length	City/Twp	Act51	NFC	Last Resurf	Last Eval	Current Rating	RSL
Surface Subtype: Asphalt-Standard														
		Virginia Ct	Country Meadow Dr	Dead End or Start	0.000	0.030	0.030	Swartz Creek	Undef	Unk	0	2014	4	-2
1522309	Wade St	Wade St	Morrish Rd	1st St	0.000	0.092	0.092	Swartz Creek	CtyMinSt	Local	0	2014	6	4
		Wade St	1st St	2nd St	0.092	0.153	0.061	Swartz Creek	CtyMinSt	Local	0	2014	6	4
		Wade St	2nd St	3rd St	0.153	0.213	0.060	Swartz Creek	CtyMinSt	Local	0	2014	5	1
1494607	Yarmy Dr	Yarmy Dr	Jennie Ln	Abbey Ln	0.000	0.151	0.151	Swartz Creek	CtyMinSt	Local	0	2014	3	-6
		Yarmy Dr	Abbey Ln	Jennie Ln	0.151	0.190	0.039	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
		Yarmy Dr	Jennie Ln	Elms Rd	0.190	0.235	0.045	Swartz Creek	CtyMinSt	Local	0	2014	3	-6
1522206	Young Dr	Young Dr		Birchcrest Dr	0.461	0.519	0.058	Swartz Creek	CtyMinSt	Local	0	2014	4	-2
		Young Dr	Birchcrest Dr	Seymour Rd	0.519	0.581	0.062	Swartz Creek	CtyMinSt	Local	0	2014	5	1

Total Centerline Mileage for Asphalt-Standard: 19.878

Surface Subtype: Composite

1534604	Cappy Ln	Cappy Ln	Worcester Dr	Don Shenk Dr	0.000	0.058	0.058	Swartz Creek	CtyMajSt	MajColl	0	2014	3	-6
1522204	Chelmsford Dr	Chelmsford Dr	Seymour Rd	Helmsley Dr	0.000	0.180	0.180	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
		Chelmsford Dr	Helmsley Dr	Daval Dr	0.180	0.240	0.060	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
		Chelmsford Dr	Daval Dr	Oxford Ct	0.240	0.309	0.069	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
		Chelmsford Dr	Oxford Ct	Winston Dr & Oakview Dr	0.309	0.371	0.062	Swartz Creek	CtyMinSt	Local	0	2014	3	-6
		Winston Dr	Oakview Dr & Chelmsford Dr	Chesterfield Dr & Worcester Dr	0.371	0.428	0.057	Swartz Creek	CtyMajSt	Local	0	2014	3	-6
1522205	Chesterfield Dr	Chesterfield Dr	Seymour Rd	Daval Dr	0.386	0.625	0.239	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
		Chesterfield Dr	Daval Dr	Winston Dr & Worcester Dr	0.625	0.800	0.175	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
		Worcester Dr	Chesterfield Dr & Winston Dr	Cappy Ln	0.800	0.897	0.097	Swartz Creek	CtyMajSt	MajColl	0	2014	3	-6
1522301	Daval Dr	Daval Dr	Winshall Dr	Don Shenk Dr	0.000	0.057	0.057	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
		Daval Dr	Don Shenk Dr	Worcester Dr	0.057	0.117	0.060	Swartz Creek	CtyMinSt	Local	0	2014	3	-6
		Daval Dr	Worcester Dr	Oakview Dr	0.117	0.176	0.059	Swartz Creek	CtyMinSt	Local	0	2014	2	-12

Current Surface Rating Report

PRNo	Road Name	Segment Name	From Description	To Description	P.O.B	P.O.E	Length	City/Twp	Act51	NFC	Last Resurf	Last Eval	Current Rating	RSL
Surface Subtype: Composite														
		Daval Dr	Oakview Dr	Chelmsford Dr	0.176	0.354	0.178	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
		Daval Dr	Chelmsford Dr	Chesterfield Dr	0.354	0.412	0.058	Swartz Creek	CtyMinSt	Local	0	2014	3	-6
1534602	Don Shenk Dr	Don Shenk Dr	Durwood Dr	Daval Dr	0.000	0.329	0.329	Swartz Creek	CtyMinSt	Local	0	2014	3	-6
		Don Shenk Dr	Daval Dr	Cappy Ln	0.329	0.544	0.215	Swartz Creek	CtyMinSt	Local	0	2014	3	-6
1522202	Durwood Dr	Durwood Dr	Norbury Dr	Whitney Ct	0.000	0.051	0.051	Swartz Creek	CtyMinSt	Local	0	2014	3	-6
		Durwood Dr	Whitney Ct	Winshall Dr	0.051	0.110	0.059	Swartz Creek	CtyMinSt	Local	0	2014	3	-6
		Durwood Dr	Winshall Dr	Don Shenk Dr	0.110	0.169	0.059	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
		Durwood Dr	Don Shenk Dr	Worcester Dr	0.169	0.227	0.058	Swartz Creek	CtyMinSt	Local	0	2014	3	-6
		Durwood Dr	Worcester Dr	Oakview Dr	0.227	0.286	0.059	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
		Durwood Dr	Oakview Dr	Greenleaf Dr	0.286	0.546	0.260	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
		Durwood Dr	Greenleaf Dr	Seymour Rd	0.546	0.609	0.063	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
1522209	Greenleaf Dr	Greenleaf Dr	Norbury Dr	Oakview Dr	0.000	0.300	0.300	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
		Greenleaf Dr	Oakview Dr	Durwood Dr	0.300	0.515	0.215	Swartz Creek	CtyMinSt	Local	0	2014	3	-6
1522210	Helmsley Dr	Helmsley Dr	Oakview Dr	Chelmsford Dr	0.000	0.227	0.227	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
1519302	Norbury Dr	Norbury Dr	Seymour Rd	Greenleaf Dr	0.000	0.105	0.105	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
		Norbury Dr	Greenleaf Dr	Durwood Dr	0.105	0.163	0.058	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
1522208	Oakview Dr	Oakview Dr	Seymour Rd	Greenleaf Dr	0.458	0.520	0.062	Swartz Creek	CtyMajSt	Local	0	2014	2	-12
		Oakview Dr	Greenleaf Dr	Durwood Dr	0.520	0.578	0.058	Swartz Creek	CtyMajSt	Local	0	2014	2	-12
		Oakview Dr	Durwood Dr	Helmsley Dr	0.578	0.750	0.172	Swartz Creek	CtyMajSt	Local	0	2014	3	-6
		Oakview Dr	Helmsley Dr	Daval Dr	0.750	0.810	0.060	Swartz Creek	CtyMajSt	Local	0	2014	3	-6
		Oakview Dr	Daval Dr	Winston Dr & Chelmsford Dr	0.810	0.988	0.178	Swartz Creek	CtyMajSt	Local	0	2014	3	-6
1534606	Oxford Ct	Oxford Ct	Chelmsford Dr	Dead End or Start	0.000	0.065	0.065	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
1534510	Whitney Ct													

Current Surface Rating Report

PRNo	Road Name	Segment Name	From Description	To Description	P.O.B	P.O.E	Length	City/Twp	Act51	NFC	Last Resurf	Last Eval	Current Rating	RSL
Surface Subtype: Composite														
1534601	Winshall Dr	Whitney Ct	Durwood Dr	Dead End or Start	0.000	0.057	0.057	Swartz Creek	CtyMinSt	Local	0	2014	3	-6
		Winshall Dr	Durwood Dr	Daval Dr	0.000	0.376	0.376	Swartz Creek	CtyMinSt	Local	0	2014	3	-6
		Winshall Dr	Daval Dr	Cappy Ln	0.376	0.673	0.297	Swartz Creek	CtyMinSt	Local	0	2014	3	-6
1494608	Winston Dr	Winston Dr	Chesterfield Dr & Worchester Dr	Miller Rd	0.000	0.188	0.188	Swartz Creek	CtyMajSt	MajColl	0	2014	3	-6
		Worchester Dr	Durwood Dr	Daval Dr	0.000	0.279	0.279	Swartz Creek	CtyMinSt	Local	0	2014	2	-12
1534603	Worchester Dr	Worchester Dr	Daval Dr	Cappy Ln	0.279	0.452	0.173	Swartz Creek	CtyMinSt	Local	0	2014	2	-12

Total Centerline Mileage for Composite: 5.432

Surface Subtype: Concrete-Standard

3252359	Luea Ln	Luea Ln	Seymour Rd	Dead End or Start	0.000	0.243	0.243	Swartz Creek	Undef	Unk	0	2014	7	8		
		Miller Rd	Elms Rd	Miller/E I 69 RAMP	6.136	6.253	0.117	Swartz Creek	CtyMajSt	MinArt	0	2014	5	1		
1519805	Miller Rd	Miller Rd	Miller/E I 69 RAMP	E I 69/Miller RAMP	6.253	6.260	0.007	Swartz Creek	CtyMajSt	PrincArt	0	2014	5	1		
		Miller Rd	E I 69/Miller RAMP	E I 69	6.260	6.325	0.065	Swartz Creek	CtyMajSt	PrincArt	0	2014	5	1		
		Miller Rd	E I 69	W I 69	6.325	6.355	0.030	Swartz Creek	CtyMajSt	PrincArt	0	2014	5	1		
		Miller Rd	W I 69	W I 69/Miller RAMP	6.355	6.372	0.017	Swartz Creek	CtyMajSt	PrincArt	0	2014	6	5		
		Miller Rd	W I 69/Miller RAMP	W I 69/Miller RAMP	6.372	6.432	0.060	Swartz Creek	CtyMajSt	PrincArt	0	2014	5	1		
		Miller Rd	W I 69/Miller RAMP	Miller/W I 69 RAMP	6.432	6.437	0.005	Swartz Creek	CtyMajSt	PrincArt	0	2014	6	5		
		Miller Rd	Miller/W I 69 RAMP	Miller/W I 69 RAMP	6.437	6.547	0.110	Swartz Creek	CtyMajSt	PrincArt	0	2014	6	5		
		Miller Rd	Miller/W I 69 RAMP	Talmadge Ct	6.547	6.582	0.035	Swartz Creek	CtyMajSt	PrincArt	0	2014	5	1		
		3250181	Morrish Rd	Morrish Rd	E I 69/Morrish RAMP	E I 69	0.560	0.655	0.095	Swartz Creek	CtyMajSt	MinArt	0	2014	5	1
				Natalie Dr	Jill Marie Ln	Miller Rd	0.000	0.086	0.086	Swartz Creek	CtyMinSt	Local	0	2014	5	1

Total Centerline Mileage for Concrete-Standard: 0.870

Total Centerline Mileage for all Roads: 26.180

B. 2014 Roadway Improvement Costs

Road Name	From	To	Length	Width	Existing Cross-section	Rating	Act 51 Classification	NFC Classification	Proposed Treatment	Estimated Cost
1st St	Wade St	Miller Rd	0.105	23	Asphalt-Standard	5	City Minor	Local	Slurry Seal	\$7,084
2nd St	Wade St	Miller Rd	0.105	23	Asphalt-Standard	5	City Minor	Local	Slurry Seal	\$7,084
3rd St	Wade St	Miller Rd	0.102	23	Asphalt-Standard	5	City Minor	Local	Slurry Seal	\$6,882
Abbey Ln	Jennie Ln	Yarmy Dr	0.202	23	Asphalt-Standard	2	City Minor	Local	Reconstruct	\$286,194
Arlington Dr	Heritage	Canterbury St	0.095	26	Asphalt-Standard	8	Undefined	Not a certified public road	None	\$0
Arlington Dr	Canterbury St	Dead End or Start	0.038	26	Asphalt-Standard	8	Undefined	Not a certified public road	None	\$0
Arlington Dr	Heritage	Dead End or Start	0.039	28	Asphalt-Standard	8	Undefined	Not a certified public road	None	\$0
Augusta St	Canterbury St	Heritage	0.098	27	Asphalt-Standard	7	Undefined	Not a certified public road	Routine Crack Seal	\$3,105
Augusta St	Heritage	Manchester St	0.07	27	Asphalt-Standard	6	Undefined	Not a certified public road	Slurry Seal	\$5,544
Augusta St	Manchester St	Cambridge St	0.065	27	Asphalt-Standard	5	Undefined	Not a certified public road	Slurry Seal	\$5,148
Bainbridge Dr	Heritage	Dead End or Start	0.049	27	Asphalt-Standard	8	Undefined	Not a certified public road	None	\$0
Birch Ln	Park Ridge Pkwy	Dead End or Start	0.071	22	Asphalt-Standard	5	City Minor	Local	Slurry Seal	\$4,582
Birchcrest Dr	Young Dr	Oakview Dr	0.241	22	Asphalt-Standard	3	City Minor	Local	Mill and Resurface	\$186,630
Birchcrest Dr	Oakview Dr	Dead End or Start	0.119	21	Asphalt-Standard	4	City Minor	Local	Mill and Resurface	\$87,965
Brady St	Miller Rd	Ingalls St	0.087	22	Asphalt-Standard	6	City Minor	Local	Slurry Seal	\$5,614
Brady St	Ingalls St	Attribute Change	0.057	23	Asphalt-Standard	3	City Minor	Local	Mill and Resurface	\$46,147
Bristol Rd	City/Twp Line	Elms Rd	0.119	24	Asphalt-Standard	3	City Minor	Local	Mill and Resurface	\$100,531
Bristol Rd	Elms Rd	Heritage	0.407	22	Asphalt-Standard	6	City Major	Minor Arterial	Slurry Seal	\$26,265
Bristol Rd	Heritage	Canterbury St	0.098	22	Asphalt-Standard	6	City Major	Minor Arterial	Slurry Seal	\$6,324
Bristol Rd	Canterbury St	Miller Rd	0.463	23	Asphalt-Standard	6	City Major	Minor Arterial	Slurry Seal	\$31,237
Cambridge St	Augusta St	Dead End or Start	0.016	22	Asphalt-Standard	6	Undefined	Not a certified public road	Slurry Seal	\$1,033
Canterbury St	Bristol Rd	Augusta St	0.071	28	Asphalt-Standard	7	Undefined	Not a certified public road	Routine Crack Seal	\$2,333
Canterbury St	Augusta St	Arlington Dr	0.056	28	Asphalt-Standard	8	Undefined	Not a certified public road	None	\$0
Canterbury St	Arlington Dr	Saint Charles Pass	0.054	28	Asphalt-Standard	8	Undefined	Not a certified public road	None	\$0
Cappy Ln	Don Shenk Dr	Winshall Dr	0.122	26	Asphalt-Standard	3	City Major	Major Collector	Mill and Resurface	\$111,654
Cappy Ln	Winshall Dr	Fairchild St	0.18	26	Asphalt-Standard	3	City Major	Major Collector	Mill and Resurface	\$164,736
Cappy Ln	Worcester Dr	Don Shenk Dr	0.058	26	Composite	3	City Major	Major Collector	Mill and Resurface	\$53,082
Chapel Ln	Cross Creek Dr	Dead End or Start	0.099	28	Asphalt-Standard	5	Undefined	Not a certified public road	Slurry Seal	\$8,131
Chelmsford Dr	Seymour Rd	Helmsley Dr	0.18	26	Composite	2	City Minor	Local	Reconstruct	\$288,288
Chelmsford Dr	Helmsley Dr	Daval Dr	0.06	26	Composite	2	City Minor	Local	Reconstruct	\$96,096
Chelmsford Dr	Daval Dr	Oxford Ct	0.069	26	Composite	2	City Minor	Local	Reconstruct	\$110,510
Chelmsford Dr	Oxford Ct	Winston Dr & Oakview Dr	0.062	26	Composite	3	City Minor	Local	Mill and Resurface	\$56,742
Chesterfield Dr	Eton Ct	Seymour Rd	0.188	22	Asphalt-Standard	3	City Minor	Local	Mill and Resurface	\$145,587
Chesterfield Dr	Seymour Rd	Daval Dr	0.239	25	Composite	2	City Minor	Local	Reconstruct	\$368,060
Chesterfield Dr	Daval Dr	Winston Dr & Worcester Dr	0.175	24	Composite	2	City Minor	Local	Reconstruct	\$258,720
Church St	Morrish Rd	Fredrick St	0.101	23	Asphalt-Standard	5	City Minor	Local	Slurry Seal	\$6,814
Civic Dr	Paul Fortino Dr	Dead End or Start	0.099	37	Asphalt-Standard	2	City Minor	Local	Reconstruct	\$225,641
Colony Ct	Country Meadow Dr	Dead End or Start	0.042	25	Asphalt-Standard	4	Undefined	Not a certified public road	Mill and Resurface	\$36,960
Concord Dr	Heritage	Dead End or Start	0.131	26	Asphalt-Standard	8	Undefined	Not a certified public road	None	\$0
Country Meadow Dr	Springbrook Dr	Colony Ct	0.022	28	Asphalt-Standard	4	Undefined	Not a certified public road	Mill and Resurface	\$21,683
Country Meadow Dr	Colony Ct	Virginia Ct	0.062	28	Asphalt-Standard	4	Undefined	Not a certified public road	Mill and Resurface	\$61,107
Country Meadow Dr	Virginia Ct	Diane Ct	0.043	28	Asphalt-Standard	4	Undefined	Not a certified public road	Mill and Resurface	\$42,381
Country Meadow Dr	Diane Ct	Springbrook Dr	0.048	28	Asphalt-Standard	4	Undefined	Not a certified public road	Mill and Resurface	\$47,309
Crapo St	Maple St	Attribute Change	0.163	28	Asphalt-Standard	3	City Major	Local	Mill and Resurface	\$160,653
Crapo St	Attribute Change	Dead End or Start	0.093	28	Asphalt-Standard	9	Undefined	Not a certified public road	None	\$0
Cross Creek Dr	Springbrook Dr	Chapel Ln	0.071	29	Asphalt-Standard	6	Undefined	Not a certified public road	Slurry Seal	\$6,040
Cross Creek Dr	Chapel Ln	Springbrook Dr	0.072	29	Asphalt-Standard	6	Undefined	Not a certified public road	Slurry Seal	\$6,125

Road Name	From	To	Length	Width	Existing Cross-section	Rating	Act 51 Classification	NFC Classification	Proposed Treatment	Estimated Cost
Cross Creek Dr	Springbrook Dr	Nemer Dr	0.232	29	Asphalt-Standard	7	Undefined	Not a certified public road	Routine Crack Seal	\$7,894
Cross Creek Dr	Nemer Dr	Latifee Ct	0.038	28	Asphalt-Standard	7	Undefined	Not a certified public road	Routine Crack Seal	\$1,248
Cross Creek Dr	Latifee Ct	Russell Dr	0.02	29	Asphalt-Standard	6	Undefined	Not a certified public road	Slurry Seal	\$1,701
Cross Creek Dr	Russell Dr	Springbrook Dr	0.064	29	Asphalt-Standard	7	Undefined	Not a certified public road	Routine Crack Seal	\$2,178
Daval Dr	Winshall Dr	Don Shenk Dr	0.057	27	Composite	2	City Minor	Local	Reconstruct	\$94,802
Daval Dr	Don Shenk Dr	Worcester Dr	0.06	26	Composite	3	City Minor	Local	Mill and Resurface	\$54,912
Daval Dr	Worcester Dr	Oakview Dr	0.059	26	Composite	2	City Minor	Local	Reconstruct	\$94,494
Daval Dr	Oakview Dr	Chelmsford Dr	0.178	26	Composite	2	City Minor	Local	Reconstruct	\$285,085
Daval Dr	Chelmsford Dr	Chesterfield Dr	0.058	26	Composite	3	City Minor	Local	Mill and Resurface	\$53,082
Diane Ct	Country Meadow Dr	Dead End or Start	0.031	80	Asphalt-Standard	3	Undefined	Not a certified public road	Mill and Resurface	\$87,296
Don Shenk Dr	Durwood Dr	Daval Dr	0.329	26	Composite	3	City Minor	Local	Mill and Resurface	\$301,101
Don Shenk Dr	Daval Dr	Cappy Ln	0.215	26	Composite	3	City Minor	Local	Mill and Resurface	\$196,768
Durwood Dr	Norbury Dr	Whitney Ct	0.051	26	Composite	3	City Minor	Local	Mill and Resurface	\$46,675
Durwood Dr	Whitney Ct	Winshall Dr	0.059	26	Composite	3	City Minor	Local	Mill and Resurface	\$53,997
Durwood Dr	Winshall Dr	Don Shenk Dr	0.059	26	Composite	2	City Minor	Local	Reconstruct	\$94,494
Durwood Dr	Don Shenk Dr	Worcester Dr	0.058	26	Composite	3	City Minor	Local	Mill and Resurface	\$53,082
Durwood Dr	Worcester Dr	Oakview Dr	0.059	26	Composite	2	City Minor	Local	Reconstruct	\$94,494
Durwood Dr	Oakview Dr	Greenleaf Dr	0.26	26	Composite	2	City Minor	Local	Reconstruct	\$416,416
Durwood Dr	Greenleaf Dr	Seymour Rd	0.063	26	Composite	2	City Minor	Local	Reconstruct	\$100,901
Elizabeth Ct	Springbrook Dr	Dead End or Start	0.026	81	Asphalt-Standard	4	Undefined	Not a certified public road	Mill and Resurface	\$74,131
Elms Rd	Eagle Dr		0.11	30	Asphalt-Standard	3	City Major	Minor Arterial	Mill and Resurface	\$116,160
Elms Rd		Miller Rd	0.11	30	Asphalt-Standard	8	City Major	Minor Arterial	None	\$0
Elms Rd	Miller Rd	E I 69	0.105	65	Asphalt-Standard	7	City Major	Minor Arterial	Routine Crack Seal	\$8,008
Elms Rd	E I 69	W I 69	0.018	61	Asphalt-Standard	8	City Major	Minor Arterial	None	\$0
Elms Rd	W I 69	Park Ridge Pkwy	0.104	55	Asphalt-Standard	8	City Major	Minor Arterial	None	\$0
Elms Rd	Park Ridge Pkwy	Yarmy Dr	0.097	24	Asphalt-Standard	6	City Major	Minor Arterial	Slurry Seal	\$6,829
Elms Rd	Yarmy Dr	Bristol Rd	0.196	24	Asphalt-Standard	7	City Major	Minor Arterial	Routine Crack Seal	\$5,519
Elms Rd	Bristol Rd	Bristol Rd	0.019	24	Asphalt-Standard	7	City Major	Minor Arterial	Routine Crack Seal	\$535
Elms Rd	Bristol Rd	City/Twp Line	0.424	24	Asphalt-Standard	7	City Major	Minor Arterial	Routine Crack Seal	\$11,940
Eton Ct	Chesterfield Dr	Dead End or Start	0.051	23	Asphalt-Standard	3	City Minor	Local	Mill and Resurface	\$41,290
Fairchild St	Cappy Ln	Attribute Change	0.024	40	Asphalt-Standard	6	City Minor	Local	Slurry Seal	\$2,816
Fairchild St	Miller Rd	Ingalls St	0.117	41	Asphalt-Standard	3	City Major	Major Collector	Mill and Resurface	\$168,854
Fairchild St	Ingalls St	Cappy Ln	0.157	41	Asphalt-Standard	3	City Major	Major Collector	Mill and Resurface	\$226,582
Fairchild St	Attribute Change	Dead End or Start	0.021	40	Asphalt-Standard	6	Undefined	Not a certified public road	Slurry Seal	\$2,464
Ford St	Miller Rd	Ingalls St	0.087	27	Asphalt-Standard	5	City Minor	Local	Slurry Seal	\$6,890
Fredrick St	Miller Rd	Church St	0.07	23	Asphalt-Standard	5	City Minor	Local	Slurry Seal	\$4,723
Fredrick St	Church St	Mason St	0.059	23	Asphalt-Standard	5	City Minor	Local	Slurry Seal	\$3,981
Gateway Blvd	Miller Rd	Dead End or Start	0.033	41	Asphalt-Standard	4	Undefined	Not a certified public road	Mill and Resurface	\$47,626
Greenleaf Dr	Norbury Dr	Oakview Dr	0.3	26	Composite	2	City Minor	Local	Reconstruct	\$480,480
Greenleaf Dr	Oakview Dr	Durwood Dr	0.215	26	Composite	3	City Minor	Local	Mill and Resurface	\$196,768
Grove St	Morrish Rd	Dead End or Start	0.255	29	Asphalt-Standard	2	City Minor	Local	Reconstruct	\$455,532
Hayes St	Miller Rd	Ingalls St	0.082	23	Asphalt-Standard	6	City Minor	Local	Slurry Seal	\$5,532
Helmsley Dr	Oakview Dr	Chelmsford Dr	0.227	26	Composite	2	City Minor	Local	Reconstruct	\$363,563
Heritage	Bristol Rd	Augusta St	0.071	38	Asphalt-Standard	5	Undefined	Not a certified public road	Slurry Seal	\$7,914
Heritage	Augusta St	Arlington Dr	0.067	29	Asphalt-Standard	6	Undefined	Not a certified public road	Slurry Seal	\$5,699
Heritage	Arlington Dr	Saint Charles Pass	0.108	28	Asphalt-Standard	7	Undefined	Not a certified public road	Routine Crack Seal	\$3,548
Heritage	Saint Charles Pass	Mansfield Dr	0.039	28	Asphalt-Standard	7	Undefined	Not a certified public road	Routine Crack Seal	\$1,281

Road Name	From	To	Length	Width	Existing Cross-section	Rating	Act 51 Classification	NFC Classification	Proposed Treatment	Estimated Cost
Heritage	Mansfield Dr	Concord Dr	0.025	29	Asphalt-Standard	7	Undefined	Not a certified public road	Routine Crack Seal	\$851
Heritage	Concord Dr	Bainbridge Dr	0.14	29	Asphalt-Standard	7	Undefined	Not a certified public road	Routine Crack Seal	\$4,764
Heritage	Bainbridge Dr	City/Twp Line	0.021	29	Asphalt-Standard	6	Undefined	Not a certified public road	Slurry Seal	\$1,786
Hickory Ln	Park Ridge Pkwy	Dead End or Start	0.069	24	Asphalt-Standard	5	City Minor	Local	Slurry Seal	\$4,858
Hill Rd	City/Twp Line	Seymour Rd	0.26	20	Asphalt-Standard	2	City Minor	Local	Reconstruct	\$320,320
Holland Dr	Miller Rd	Ingalls Rd & Ingalls St	0.075	38	Asphalt-Standard	6	City Minor	Local	Slurry Seal	\$8,360
Ingalls Rd	Holland Dr & Ingalls St	Morrish Rd	0.015	29	Asphalt-Standard	5	City Major	Local	Slurry Seal	\$1,276
Ingalls St	Hayes St	Ingalls Rd & Holland Dr	0.068	29	Asphalt-Standard	5	City Major	Local	Slurry Seal	\$5,785
Ingalls St	School St	Brady St	0.086	29	Asphalt-Standard	3	City Major	Local	Mill and Resurface	\$87,789
Ingalls St	Brady St	Ford St	0.059	29	Asphalt-Standard	4	City Major	Local	Mill and Resurface	\$60,227
Ingalls St	Ford St	Hayes St	0.076	29	Asphalt-Standard	5	City Major	Local	Slurry Seal	\$6,465
Ingalls St	Fairchild St	McLain St	0.069	31	Asphalt-Standard	5	City Major	Major Collector	Slurry Seal	\$6,274
Ingalls St	McLain St	School St	0.097	31	Asphalt-Standard	3	City Major	Major Collector	Mill and Resurface	\$105,846
Ingalls St	Fairchild St	Dead End or Start	0.123	32	Asphalt-Standard	10	Undefined	Not a certified public road	None	\$0
Jennie Ln	Bristol Rd	Abbey Ln	0.07	23	Asphalt-Standard	5	City Minor	Local	Slurry Seal	\$4,723
Jennie Ln	Abbey Ln	Yarmy Dr	0.083	23	Asphalt-Standard	6	City Minor	Local	Slurry Seal	\$5,600
Jennie Ln	Yarmy Dr		0.06	23	Asphalt-Standard	6	City Minor	Local	Slurry Seal	\$4,048
Jennie Ln		Yarmy Dr	0.161	23	Asphalt-Standard	7	City Minor	Local	Routine Crack Seal	\$4,345
Jill Marie Ln	Natalie Dr	Dead End or Start	0.122	22	Asphalt-Standard	5	City Minor	Local	Slurry Seal	\$7,873
Jill Marie Ln	Natalie Dr	Dead End or Start	0.083	22	Asphalt-Standard	5	City Minor	Local	Slurry Seal	\$5,356
Latifee Ct	Cross Creek Dr	Dead End or Start	0.097	28	Asphalt-Standard	6	Undefined	Not a certified public road	Slurry Seal	\$7,967
Linsey Dr	Maya Ln	Dead End or Start	0.018	26	Asphalt-Standard	8	City Minor	Local	None	\$0
Locust Ln	Park Ridge Pkwy	Dead End or Start	0.069	24	Asphalt-Standard	6	City Minor	Local	Slurry Seal	\$4,858
Luea Ln	Seymour Rd	Dead End or Start	0.243	29	Concrete-Standard	7	Undefined	Not a certified public road	Seal Open Joints	\$8,268
Manchester St	Augusta St	Dead End or Start	0.019	26	Asphalt-Standard	6	Undefined	Not a certified public road	Slurry Seal	\$1,449
Mansfield Dr	Heritage		0.061	28	Asphalt-Standard	8	Undefined	Not a certified public road	None	\$0
Mansfield Dr		Dead End or Start	0.013	28	Asphalt-Standard	3	Undefined	Not a certified public road	Mill and Resurface	\$12,813
Mansfield Dr		Dead End or Start	0.04	28	Asphalt-Standard	3	Undefined	Not a certified public road	Mill and Resurface	\$39,424
Maple Crest Cir	Maya Ln	Dead End or Start	0.039	27	Asphalt-Standard	8	City Minor	Local	None	\$0
Maple St	Morrish Rd	Crapo St	0.048	24	Asphalt-Standard	3	City Major	Local	Mill and Resurface	\$40,550
Maple St	Crapo St	Dead End or Start	0.142	24	Asphalt-Standard	4	City Minor	Local	Mill and Resurface	\$119,962
Mason St	Morrish Rd	Fredrick St	0.103	23	Asphalt-Standard	2	City Minor	Local	Reconstruct	\$145,930
Mason St	Fredrick St	Springbrook Dr	0.077	24	Asphalt-Standard	6	Undefined	Not a certified public road	Slurry Seal	\$5,421
Maya Ln	Miller Rd	Maple Crest Cir	0.151	29	Asphalt-Standard	7	City Minor	Local	Routine Crack Seal	\$5,138
Maya Ln	Maple Crest Cir	Linsey Dr	0.066	29	Asphalt-Standard	8	City Minor	Local	None	\$0
Maya Ln	Linsey Dr	Russell Dr	0.059	29	Asphalt-Standard	8	City Minor	Local	None	\$0
Maya Ln	Russell Dr	Dead End or Start	0.02	86	Asphalt-Standard	8	City Minor	Local	None	\$0
McLain St	Miller Rd	Ingalls St	0.121	29	Asphalt-Standard	6	City Minor	Local	Slurry Seal	\$10,293
McLain St	Ingalls St	Dead End or Start	0.146	23	Asphalt-Standard	5	City Minor	Local	Slurry Seal	\$9,850
Miller Rd	Seymour Rd	Winston Dr	0.122	45	Asphalt-Standard	6	City Major	Minor Arterial	Slurry Seal	\$16,104
Miller Rd	Winston Dr	Gateway Blvd	0.176	46	Asphalt-Standard	4	City Major	Minor Arterial	Mill and Resurface	\$284,979
Miller Rd	Gateway Blvd	Fairchild St	0.184	46	Asphalt-Standard	4	City Major	Minor Arterial	Mill and Resurface	\$297,933
Miller Rd	Fairchild St	McLain St	0.068	45	Asphalt-Standard	5	City Major	Minor Arterial	Slurry Seal	\$8,976
Miller Rd	McLain St	School St	0.097	45	Asphalt-Standard	4	City Major	Minor Arterial	Mill and Resurface	\$153,648
Miller Rd	School St	Shaffer Dr	0.028	45	Asphalt-Standard	4	City Major	Minor Arterial	Mill and Resurface	\$44,352
Miller Rd	Shaffer Dr	Brady St	0.058	45	Asphalt-Standard	4	City Major	Minor Arterial	Mill and Resurface	\$91,872
Miller Rd	Brady St	Ford St	0.06	45	Asphalt-Standard	4	City Major	Minor Arterial	Mill and Resurface	\$95,040

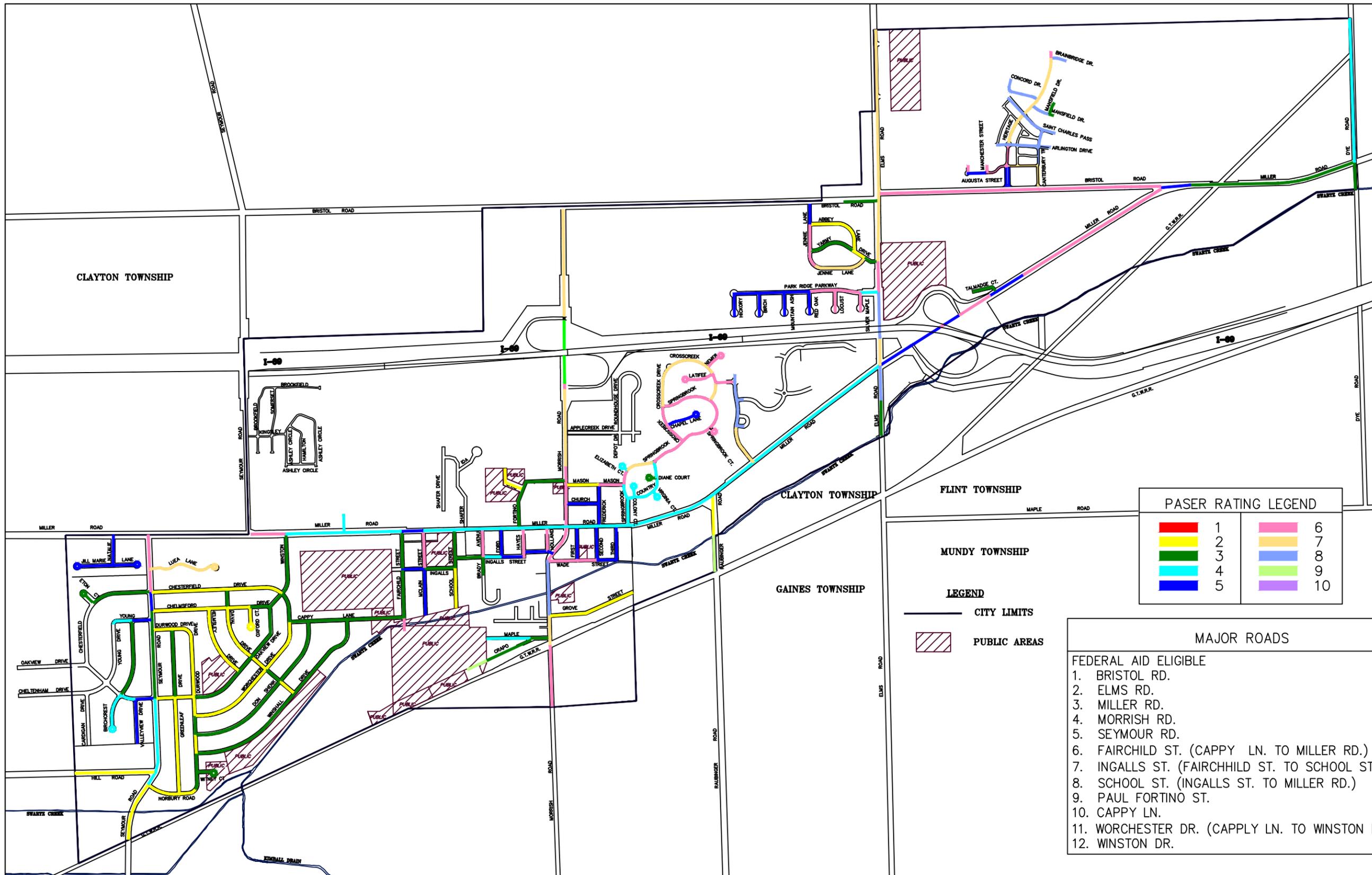
Road Name	From	To	Length	Width	Existing Cross-section	Rating	Act 51 Classification	NFC Classification	Proposed Treatment	Estimated Cost
Miller Rd	Ford St	Paul Fortino Dr	0.057	45	Asphalt-Standard	4	City Major	Minor Arterial	Mill and Resurface	\$90,288
Miller Rd	Paul Fortino Dr	Hayes St	0.011	45	Asphalt-Standard	4	City Major	Minor Arterial	Mill and Resurface	\$17,424
Miller Rd	Hayes St	Holland Dr	0.075	45	Asphalt-Standard	4	City Major	Minor Arterial	Mill and Resurface	\$118,800
Miller Rd	Holland Dr	Morrish Rd	0.062	45	Asphalt-Standard	4	City Major	Minor Arterial	Mill and Resurface	\$98,208
Miller Rd	Morrish Rd	1st St	0.033	45	Asphalt-Standard	4	City Major	Minor Arterial	Mill and Resurface	\$52,272
Miller Rd	1st St	2nd St	0.061	45	Asphalt-Standard	4	City Major	Minor Arterial	Mill and Resurface	\$96,624
Miller Rd	2nd St	Fredrick St	0.009	45	Asphalt-Standard	4	City Major	Minor Arterial	Mill and Resurface	\$14,256
Miller Rd	Fredrick St	3rd St	0.053	45	Asphalt-Standard	4	City Major	Minor Arterial	Mill and Resurface	\$83,952
Miller Rd	3rd St	Springbrook Dr	0.036	45	Asphalt-Standard	4	City Major	Minor Arterial	Mill and Resurface	\$57,024
Miller Rd	Springbrook Dr	Raubinger Rd	0.262	45	Asphalt-Standard	4	City Major	Minor Arterial	Mill and Resurface	\$415,008
Miller Rd	Raubinger Rd	Maya Ln	0.171	45	Asphalt-Standard	4	City Major	Minor Arterial	Mill and Resurface	\$270,864
Miller Rd	Maya Ln	Elms Rd	0.511	45	Asphalt-Standard	4	City Major	Minor Arterial	Mill and Resurface	\$809,424
Miller Rd	Elms Rd	Miller/E I 69 RAMP	0.117	88	Concrete-Standard	5	City Major	Minor Arterial	Partial Depth Repairs	\$30,202
Miller Rd	Talmadge Ct		0.127	68	Asphalt-Standard	5	City Major	Other Principal Arterial	Slurry Seal	\$25,332
Miller Rd		Bristol Rd	0.543	57	Asphalt-Standard	6	City Major	Other Principal Arterial	Slurry Seal	\$90,790
Miller Rd	Bristol Rd	Canadian National Railway	0.104	57	Asphalt-Standard	5	City Major	Other Principal Arterial	Slurry Seal	\$17,389
Miller Rd	Canadian National Railway	S Dye Rd	0.436	78	Asphalt-Standard	3	City Major	Other Principal Arterial	Mill and Resurface	\$1,197,082
Miller Rd	Miller/E I 69 RAMP	E I 69/Miller RAMP	0.007	145	Concrete-Standard	5	City Major	Other Principal Arterial	Partial Depth Repairs	\$2,977
Miller Rd	E I 69/Miller RAMP	E I 69	0.065	85	Concrete-Standard	5	City Major	Other Principal Arterial	Partial Depth Repairs	\$16,207
Miller Rd	E I 69	W I 69	0.03	82	Concrete-Standard	5	City Major	Other Principal Arterial	Partial Depth Repairs	\$7,216
Miller Rd	W I 69	W I 69/Miller RAMP	0.017	86	Concrete-Standard	6	City Major	Other Principal Arterial	Seal Joints and Cracks	\$4,289
Miller Rd	W I 69/Miller RAMP	W I 69/Miller RAMP	0.06	151	Concrete-Standard	5	City Major	Other Principal Arterial	Partial Depth Repairs	\$26,576
Miller Rd	W I 69/Miller RAMP	Miller/W I 69 RAMP	0.005	76	Concrete-Standard	6	City Major	Other Principal Arterial	Seal Joints and Cracks	\$1,115
Miller Rd	Miller/W I 69 RAMP	Miller/W I 69 RAMP	0.11	76	Concrete-Standard	6	City Major	Other Principal Arterial	Seal Joints and Cracks	\$24,523
Miller Rd	Miller/W I 69 RAMP	Talmadge Ct	0.035	84	Concrete-Standard	5	City Major	Other Principal Arterial	Partial Depth Repairs	\$8,624
Morrish Rd	Morrish/W I 69 RAMP	Bristol Rd	0.326	58	Asphalt-Standard	7	City Major	Major Collector	Routine Crack Seal	\$22,185
Morrish Rd	City/Twp Line	Canadian National Railway	0.17	24	Asphalt-Standard	6	City Major	Minor Arterial	Slurry Seal	\$11,968
Morrish Rd	Canadian National Railway	Maple St	0.026	24	Asphalt-Standard	7	City Major	Minor Arterial	Routine Crack Seal	\$732
Morrish Rd	Maple St	Grove St	0.066	35	Asphalt-Standard	7	City Major	Minor Arterial	Routine Crack Seal	\$2,710
Morrish Rd	Grove St	Wade St	0.171	44	Asphalt-Standard	8	City Major	Minor Arterial	None	\$0
Morrish Rd	Wade St	Ingalls Rd	0.026	44	Asphalt-Standard	6	City Major	Minor Arterial	Slurry Seal	\$3,356
Morrish Rd	Ingalls Rd	Miller Rd	0.1	44	Asphalt-Standard	6	City Major	Minor Arterial	Slurry Seal	\$12,907
Morrish Rd	Miller Rd	Church St	0.074	51	Asphalt-Standard	6	City Major	Minor Arterial	Slurry Seal	\$11,070
Morrish Rd	Church St	Mason St	0.058	42	Asphalt-Standard	6	City Major	Minor Arterial	Slurry Seal	\$7,146
Morrish Rd	Mason St	Paul Fortino Dr	0.013	45	Asphalt-Standard	6	City Major	Minor Arterial	Slurry Seal	\$1,716
Morrish Rd	Paul Fortino Dr	Mary St	0.045	50	Asphalt-Standard	6	City Major	Minor Arterial	Slurry Seal	\$6,600
Morrish Rd	Mary St	Fredrick St	0.074	51	Asphalt-Standard	7	City Major	Minor Arterial	Routine Crack Seal	\$4,428
Morrish Rd	Fredrick St	Applecreek Dr	0.032	52	Asphalt-Standard	7	City Major	Minor Arterial	Routine Crack Seal	\$1,952
Morrish Rd	Applecreek Dr	Morrish/E I 69 RAMP	0.153	52	Asphalt-Standard	7	City Major	Minor Arterial	Routine Crack Seal	\$9,335
Morrish Rd	Morrish/E I 69 RAMP	E I 69/Morrish RAMP	0.011	151	Asphalt-Standard	6	City Major	Minor Arterial	Slurry Seal	\$4,872
Morrish Rd	W I 69	W I 69/Morrish RAMP	0.093	58	Asphalt-Standard	5	City Major	Minor Arterial	Slurry Seal	\$15,822
Morrish Rd	W I 69/Morrish RAMP	Morrish/W I 69 RAMP	0.009	155	Asphalt-Standard	7	City Major	Minor Arterial	Routine Crack Seal	\$1,637
Morrish Rd	E I 69/Morrish RAMP	E I 69	0.095	40	Concrete-Standard	5	City Major	Minor Arterial	Partial Depth Repairs	\$11,147
Mountain Ash Ln	Park Ridge Pkwy	Dead End or Start	0.07	24	Asphalt-Standard	5	City Minor	Local	Slurry Seal	\$4,928
Natalie Dr	Jill Marie Ln	Miller Rd	0.086	26	Concrete-Standard	5	City Minor	Local	Partial Depth Repairs	\$6,559
Nemer Dr	Cross Creek Dr	Dead End or Start	0.066	28	Asphalt-Standard	6	Undefined	Not a certified public road	Slurry Seal	\$5,421
Norbury Dr	Seymour Rd	Greenleaf Dr	0.105	26	Composite	2	City Minor	Local	Reconstruct	\$168,168

Road Name	From	To	Length	Width	Existing Cross-section	Rating	Act 51 Classification	NFC Classification	Proposed Treatment	Estimated Cost
Norbury Dr	Greenleaf Dr	Durwood Dr	0.058	26	Composite	2	City Minor	Local	Reconstruct	\$92,893
Oakview Dr	Birchcrest Dr	Valleyview Dr	0.048	23	Asphalt-Standard	4	City Minor	Local	Mill and Resurface	\$38,861
Oakview Dr	Valleyview Dr	Seymour Rd	0.062	23	Asphalt-Standard	5	City Minor	Local	Slurry Seal	\$4,183
Oakview Dr	Seymour Rd	Greenleaf Dr	0.062	26	Composite	2	City Major	Local	Reconstruct	\$99,299
Oakview Dr	Greenleaf Dr	Durwood Dr	0.058	26	Composite	2	City Major	Local	Reconstruct	\$92,893
Oakview Dr	Durwood Dr	Helmsley Dr	0.172	26	Composite	3	City Major	Local	Mill and Resurface	\$157,414
Oakview Dr	Helmsley Dr	Daval Dr	0.06	27	Composite	3	City Major	Local	Mill and Resurface	\$57,024
Oakview Dr	Daval Dr	Winston Dr & Chelmsford Dr	0.178	26	Composite	3	City Major	Local	Mill and Resurface	\$162,906
Oxford Ct	Chelmsford Dr	Dead End or Start	0.065	26	Composite	2	City Minor	Local	Reconstruct	\$104,104
Park Ridge Pkwy	Elms Rd	Silver Maple Ln	0.056	24	Asphalt-Standard	4	City Minor	Local	Mill and Resurface	\$47,309
Park Ridge Pkwy	Silver Maple Ln	Locust Ln	0.082	30	Asphalt-Standard	6	City Minor	Local	Slurry Seal	\$7,216
Park Ridge Pkwy	Locust Ln	Red Oak Dr	0.077	30	Asphalt-Standard	6	City Minor	Local	Slurry Seal	\$6,776
Park Ridge Pkwy	Red Oak Dr	Mountain Ash Ln	0.081	30	Asphalt-Standard	5	City Minor	Local	Slurry Seal	\$7,128
Park Ridge Pkwy	Mountain Ash Ln	Birch Ln	0.076	30	Asphalt-Standard	5	City Minor	Local	Slurry Seal	\$6,688
Park Ridge Pkwy	Birch Ln	Hickory Ln	0.08	30	Asphalt-Standard	5	City Minor	Local	Slurry Seal	\$7,040
Paul Fortino Dr	Miller Rd	Civic Dr	0.122	30	Asphalt-Standard	3	City Major	Major Collector	Mill and Resurface	\$128,832
Paul Fortino Dr	Civic Dr	Morrish Rd	0.144	30	Asphalt-Standard	3	City Major	Major Collector	Mill and Resurface	\$152,064
Raubinger Rd	Canadian National Railway		0.114	25	Asphalt-Standard	9	City Minor	Local	None	\$0
Raubinger Rd		Miller Rd	0.115	25	Asphalt-Standard	2	City Minor	Local	Reconstruct	\$177,100
Red Oak Dr	Park Ridge Pkwy	Dead End or Start	0.068	24	Asphalt-Standard	5	City Minor	Local	Slurry Seal	\$4,787
Russell Dr	Cross Creek Dr	Maya Ln	0.053	29	Asphalt-Standard	6	Undefined	Not a certified public road	Slurry Seal	\$4,509
S Dye Rd	Commerce Rd	Miller Rd	0.143	28	Asphalt-Standard	3	County Local	Local	Mill and Resurface	\$140,941
S Dye Rd	Miller Rd	Norko Dr	0.299	59	Asphalt-Standard	4	County Primary	Minor Arterial	Mill and Resurface	\$620,963
S Dye Rd	Norko Dr	Canadian National Railway	0.041	60	Asphalt-Standard	4	County Primary	Minor Arterial	Mill and Resurface	\$86,592
S Dye Rd	Canadian National Railway	City/Twp Line	0.025	60	Asphalt-Standard	4	County Primary	Minor Arterial	Mill and Resurface	\$52,800
Saint Charles Pass	Heritage	Canterbury St	0.078	28	Asphalt-Standard	8	Undefined	Not a certified public road	None	\$0
Saint Charles Pass	Canterbury St	Dead End or Start	0.041	28	Asphalt-Standard	8	Undefined	Not a certified public road	None	\$0
Saint Charles Pass	Heritage	Dead End or Start	0.072	28	Asphalt-Standard	8	Undefined	Not a certified public road	None	\$0
School St	Ingalls St	Dead End or Start	0.125	23	Asphalt-Standard	2	City Minor	Local	Reconstruct	\$177,100
School St	Miller Rd	Ingalls St	0.089	31	Asphalt-Standard	3	City Major	Major Collector	Mill and Resurface	\$97,117
School St	Ingalls St	Ingalls St	0.031	23	Asphalt-Standard	3	City Major	Major Collector	Mill and Resurface	\$25,098
Seymour Rd	Canadian National Railway	Norbury Dr	0.195	22	Asphalt-Standard	2	City Major	Major Collector	Reconstruct	\$264,264
Seymour Rd	Norbury Dr	Hill Rd	0.048	33	Asphalt-Standard	4	City Major	Major Collector	Mill and Resurface	\$55,757
Seymour Rd	Hill Rd	Oakview Dr	0.228	34	Asphalt-Standard	4	City Major	Major Collector	Mill and Resurface	\$272,870
Seymour Rd	Oakview Dr	Durwood Dr	0.216	34	Asphalt-Standard	3	City Major	Major Collector	Mill and Resurface	\$258,509
Seymour Rd	Durwood Dr	Young Dr	0.03	34	Asphalt-Standard	3	City Major	Major Collector	Mill and Resurface	\$35,904
Seymour Rd	Young Dr	Chelmsford Dr	0.029	34	Asphalt-Standard	3	City Major	Major Collector	Mill and Resurface	\$34,707
Seymour Rd	Chelmsford Dr	Chesterfield Dr	0.057	34	Asphalt-Standard	5	City Major	Major Collector	Slurry Seal	\$5,685
Seymour Rd	Chesterfield Dr	Luea Ln	0.074	34	Asphalt-Standard	6	City Major	Major Collector	Slurry Seal	\$7,380
Seymour Rd	Luea Ln	Miller Rd	0.095	34	Asphalt-Standard	6	City Major	Major Collector	Slurry Seal	\$9,475
Silver Maple Ln	Park Ridge Pkwy	Dead End or Start	0.055	24	Asphalt-Standard	6	City Minor	Local	Slurry Seal	\$3,872
Springbrook Ct	Springbrook Dr	Dead End or Start	0.024	79	Asphalt-Standard	6	Undefined	Not a certified public road	Slurry Seal	\$5,562
Springbrook Dr	Miller Rd	Country Meadow Dr	0.082	27	Asphalt-Standard	4	Undefined	Not a certified public road	Mill and Resurface	\$77,933
Springbrook Dr	Country Meadow Dr	Mason St	0.045	26	Asphalt-Standard	4	Undefined	Not a certified public road	Mill and Resurface	\$41,184
Springbrook Dr	Mason St	Elizabeth Ct	0.048	28	Asphalt-Standard	6	Undefined	Not a certified public road	Slurry Seal	\$3,942
Springbrook Dr	Elizabeth Ct	Country Meadow Dr	0.088	28	Asphalt-Standard	7	Undefined	Not a certified public road	Routine Crack Seal	\$2,891
Springbrook Dr	Country Meadow Dr	Cross Creek Dr	0.121	33	Asphalt-Standard	6	Undefined	Not a certified public road	Slurry Seal	\$11,713

Road Name	From	To	Length	Width	Existing Cross-section	Rating	Act 51 Classification	NFC Classification	Proposed Treatment	Estimated Cost
Springbrook Dr	Cross Creek Dr	Springbrook Ct	0.093	29	Asphalt-Standard	6	Undefined	Not a certified public road	Slurry Seal	\$7,911
Springbrook Dr	Springbrook Ct	Cross Creek Dr	0.092	29	Asphalt-Standard	6	Undefined	Not a certified public road	Slurry Seal	\$7,826
Springbrook Dr	Cross Creek Dr	Cross Creek Dr	0.145	28	Asphalt-Standard	6	Undefined	Not a certified public road	Slurry Seal	\$11,909
Talmadge Ct	Miller Rd	Dead End or Start	0.082	13	Asphalt-Standard	3	City Minor	Local	Mill and Resurface	\$37,523
Valleyview Dr	Oakview Dr	Dead End or Start	0.135	21	Asphalt-Standard	5	City Minor	Local	Slurry Seal	\$8,316
Virginia Ct	Country Meadow Dr	Dead End or Start	0.03	80	Asphalt-Standard	4	Undefined	Not a certified public road	Mill and Resurface	\$84,480
Wade St	Morrish Rd	1st St	0.092	23	Asphalt-Standard	6	City Minor	Local	Slurry Seal	\$6,207
Wade St	1st St	2nd St	0.061	22	Asphalt-Standard	6	City Minor	Local	Slurry Seal	\$3,937
Wade St	2nd St	3rd St	0.06	23	Asphalt-Standard	5	City Minor	Local	Slurry Seal	\$4,048
Whitney Ct	Durwood Dr	Dead End or Start	0.057	26	Composite	3	City Minor	Local	Mill and Resurface	\$52,166
Winshall Dr	Durwood Dr	Daval Dr	0.376	26	Composite	3	City Minor	Local	Mill and Resurface	\$344,115
Winshall Dr	Daval Dr	Cappy Ln	0.297	26	Composite	3	City Minor	Local	Mill and Resurface	\$271,814
Winston Dr	Oakview Dr & Chelmsford Dr	Chesterfield Dr & Worchester Dr	0.057	27	Composite	3	City Major	Local	Mill and Resurface	\$54,173
Winston Dr	Chesterfield Dr & Worchester Dr	Miller Rd	0.188	26	Composite	3	City Major	Major Collector	Mill and Resurface	\$172,058
Worchester Dr	Durwood Dr	Daval Dr	0.279	26	Composite	2	City Minor	Local	Reconstruct	\$446,846
Worchester Dr	Daval Dr	Cappy Ln	0.173	26	Composite	2	City Minor	Local	Reconstruct	\$277,077
Worchester Dr	Chesterfield Dr & Winston Dr	Cappy Ln	0.097	26	Composite	3	City Major	Major Collector	Mill and Resurface	\$88,774
Yarmy Dr	Jennie Ln	Abbey Ln	0.151	23	Asphalt-Standard	3	City Minor	Local	Mill and Resurface	\$122,250
Yarmy Dr	Abbey Ln	Jennie Ln	0.039	23	Asphalt-Standard	2	City Minor	Local	Reconstruct	\$55,255
Yarmy Dr	Jennie Ln	Elms Rd	0.045	23	Asphalt-Standard	3	City Minor	Local	Mill and Resurface	\$36,432
Young Dr		Birchcrest Dr	0.058	15	Asphalt-Standard	4	City Minor	Local	Mill and Resurface	\$30,624
Young Dr	Birchcrest Dr	Seymour Rd	0.062	24	Asphalt-Standard	5	City Minor	Local	Slurry Seal	\$4,365

C. 2014 Paser Rating Map

2014 SWARTZ CREEK STREET INVENTORY PASER RATING



PASER RATING LEGEND			
	1		6
	2		7
	3		8
	4		9
	5		10

LEGEND	
	CITY LIMITS
	PUBLIC AREAS

- MAJOR ROADS**
- FEDERAL AID ELIGIBLE
1. BRISTOL RD.
 2. ELMS RD.
 3. MILLER RD.
 4. MORRISH RD.
 5. SEYMOUR RD.
 6. FAIRCHILD ST. (CAPPY LN. TO MILLER RD.)
 7. INGALLS ST. (FAIRCHILD ST. TO SCHOOL ST.)
 8. SCHOOL ST. (INGALLS ST. TO MILLER RD.)
 9. PAUL FORTINO ST.
 10. CAPPY LN.
 11. WORCHESTER DR. (CAPPY LN. TO WINSTON DR.)
 12. WINSTON DR.

PLAN DATE: SEPTEMBER 2014
 PROJECT MGR: L.P.F.
 REVIEWER: J.M.B.
 SCALE: NOT TO SCALE

ROWE PROFESSIONAL SERVICES COMPANY

The ROWE Building
540 S. Seginaw St., Ste. 200; P. O. Box 3748
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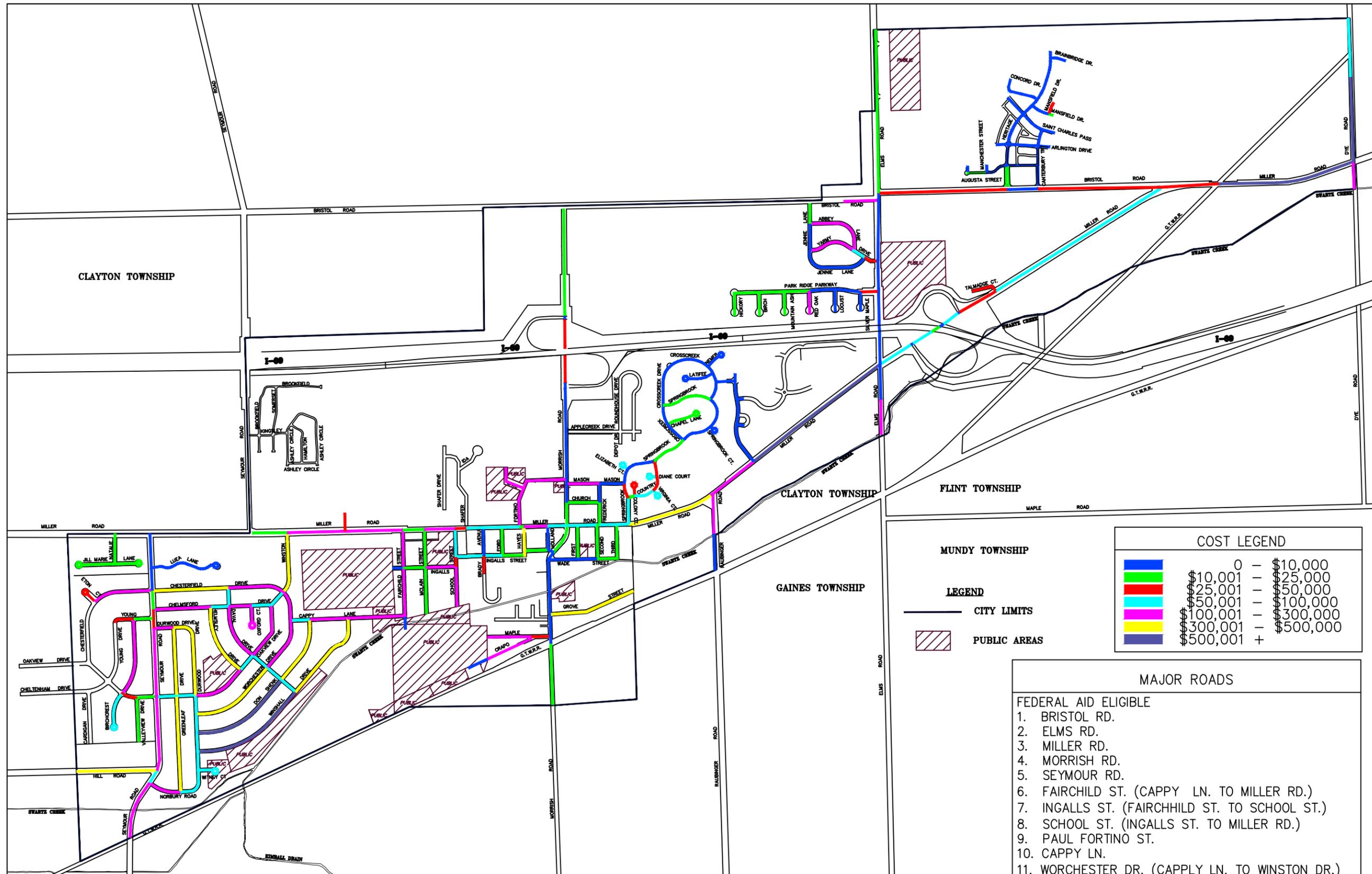
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PREPARED FOR
CITY OF SWARTZ CREEK
2014 STREET INVENTORY

PASER RATING SHEET

2014 SWARTZ CREEK STREET INVENTORY

ROAD IMPROVEMENT COSTS



COST LEGEND

Blue	\$0 -	\$10,000
Green	\$10,001 -	\$25,000
Red	\$25,001 -	\$50,000
Cyan	\$50,001 -	\$100,000
Magenta	\$100,001 -	\$300,000
Yellow	\$300,001 -	\$500,000
Dark Blue	\$500,001 +	

LEGEND

— CITY LIMITS

▨ PUBLIC AREAS

- MAJOR ROADS**
- FEDERAL AID ELIGIBLE
1. BRISTOL RD.
 2. ELMS RD.
 3. MILLER RD.
 4. MORRISH RD.
 5. SEYMOUR RD.
 6. FAIRCHILD ST. (CAPPY LN. TO MILLER RD.)
 7. INGALLS ST. (FAIRCHILD ST. TO SCHOOL ST.)
 8. SCHOOL ST. (INGALLS ST. TO MILLER RD.)
 9. PAUL FORTINO ST.
 10. CAPPY LN.
 11. WORCHESTER DR. (CAPPY LN. TO WINSTON DR.)
 12. WINSTON DR.

PLAN DATE: SEPTEMBER 2014
 PROJECT MGR: L.P.F.
 REVIEWER: J.M.B.
 SCALE: NOT TO SCALE

ROWE PROFESSIONAL SERVICES COMPANY

The ROWE Building
 540 S. Seginaw St., Ste. 200; P. O. Box 3748
 Flint, MI 48502

O: (810) 341-7500
 F: (810) 341-7573
 www.rowepsc.com

PREPARED FOR
CITY OF SWARTZ CREEK
2014 STREET INVENTORY

ROAD IMPROVEMENT COSTS

REV: _____

SHEET 2 OF 2
 JOB No: 14C0149

To all,

Please see below for the FANG activity report for the month of September 2014:

On 9-3-14, FANG officers responded to a suspected Marijuana grow operation at a residence in Flushing Township. This was not a legal grow and 28 Marijuana plants were seized. The male homeowner was arrested and released pending further investigation.

On 9-3-14, FANG officers conducted an Undercover Officer (UC) buy of heroin. The UC called the telephone number of a known drug dealer in the Flint area. The UC met with the dealer at a business parking lot in Burton. Officers moved in and made the arrest after the exchange was made. Approximately 1.4 grams of heroin and 4 grams of marijuana were seized. Forfeiture was initiated on \$323.00 and the male was lodged in the Genesee County Jail.

On 9-3-14, FANG officers were conducting surveillance at a parking lot of a Burton business. Officers observed a male sitting in the lot. A few minutes later a female pulled up next to him and an exchange was done. Officers moved in and arrested the female who was still sitting in her vehicle. Officers did surveillance on the male and later had him stopped by a marked unit. The female was in possession of approximately 3 grams of marijuana and .3 grams of heroin. She was later released pending further investigation. The male was arrested and lodged for delivery of heroin. Forfeiture was initiated on \$283.00. The investigation is still on going.

On 9-3-14, FANG officers conducted a controlled purchase of "crack" cocaine using a Confidential Informant (CI). The CI was surveyed to a house on the Southside of Flint. The CI entered the home and purchased .9 grams of "crack" cocaine from a male inside the house. Intelligence was gathered on the suspect, and the investigation is still on going.

On 9-3-14, FANG officers were conducting surveillance on a suspected drug dealer in the Flint area. FANG officers observed the male park in a Flint Township business lot. A few minutes later a male was observed walking across the lot, and he got into the passenger side of the car. Officers followed the vehicle away from the lot and observed the male passenger exit the vehicle less than a quarter mile down the road. Officers made contact with the male on foot and arrested him with approximately .6 grams of heroin. A traffic stop was made on the driver and he was arrested for delivery of heroin. Forfeiture was initiated on \$600.00 from the driver. He was later lodged in the Genesee County Jail.

On 9-8-14, FANG officers did a parole check with MDOC at a house on the east side of Flint. The male is suspected heroin dealer and a convicted Felon that officers had tips about. Upon searching the home officers seized approximately 1.4 grams of heroin, 1 gram of "crack" cocaine and a 9mm handgun. The male and a female in the home were lodged in the Genesee County.

On 9-8-14, FANG officers were contacted to assist Flint PD and Flint Fire Dept. with a marijuana grow operation in a house. FANG officers later executed a search warrant on the home. Officers seized 78 marijuana plants from the home. No one was at the house during the execution of the search warrant. The investigation is still on going.

On 9-8-14, FANG officers made contact with several subjects outside of a small apartment building in the City of Flint. FANG had received several tips on drug activity in the lot of the apartment. Officers

arrested and lodged 4 subjects with outstanding warrants and 2 subjects on fresh PWID Narcotic charges. Officers seized approximately 17 grams of “crack” cocaine and 34.5 grams of marijuana. The investigation is still on going.

On 9-9-14, FANG officers were conducting surveillance on a motel room in Flint Township for possible drug activity. Officers observed a female arrive at the motel and enter the surveyed room. She exited the room a minute later and drove away from the motel. The female was surveyed a short distance before a traffic stop was conducted. Officers seized approximately .8 grams of heroin from the female. She was arrested for possession of heroin and released pending further investigation. The investigation is continuing.

On 9-10-14, FANG officers conducted a controlled purchase of heroin using a Confidential Informant(CI). The CI entered a motel room in Flint Township and purchased heroin from a male staying in the room. A search warrant for the room was later executed on the room and the male was arrested. Seized from the room were approximately 12 grams of heroin and 3 grams of marijuana. Forfeiture was initiated on \$606.00 and the male was lodged in the Genesee County Jail.

On 9-10-14, FANG officers executed a search warrant at a house on the south side of Flint. Approximately .1 grams of heroin and .7 grams of marijuana were seized from the home. Officers also located a .380 handgun and a 12 gauge shotgun in the home. Two male subjects were arrested and lodged on the new drug and weapons charges. The investigation is still on going.

On 9-11-14, FANG officers conducted a knock and talk at a home in Gaines Township after receiving a tip from MSP aviation. Officers were given consent to search the home by the female homeowner. Officers seized 163 marijuana plants, 1100 grams of processed marijuana and 200 prescription pills. Forfeiture was initiated on \$5150.00. The female was released pending further investigation, which is still on going.

On 9-11-14, FANG officers conducted a controlled purchase of heroin using a Confidential Informant (CI). The CI was surveyed to a house on the north side of Flint. The CI entered the home and purchased one (1) gram of heroin from a male inside the house. Intelligence was gathered on the suspect, and the investigation is still on going.

On 9-11-14, FANG officers conducted a controlled purchase of “crack” cocaine using a Confidential Informant (CI). The CI was surveyed to a house on the north side of Flint. The CI entered the home and purchased .5 grams of “crack” cocaine from a male inside the house. Intelligence was gathered on the suspect, and the investigation is still on going.

On 9-11-14, FANG offices responded to and assumed investigation of a methamphetamine lab in the city of Flint. Flint P.D. uniform officers had been dispatched to a suspected methamphetamine lab. FANG officers obtained a search warrant for the residence. The residence was found to contain a one pot methamphetamine lab and components. FANG officers dismantled/processed the lab, and conducted interviews. One subject was lodged at the Flint City Jail.

On 9-15-14, FANG officers received information from a confidential informant that a suspect known to officers was selling heroin at a hotel in the city of Flint. Officers conducted surveillance at the hotel observing the suspect leave in a vehicle. After observing traffic violations a traffic stop was conducted by a MSP K-9 trooper. Consent to search the hotel room was obtained by the female that had rented

the room. Officers seized 16 bindles of heroin and a larger plastic baggy containing 11 grams of heroin. Forfeiture proceedings were initiated on \$561.00. The suspect was lodged at the Flint City Jail.

On 9-16-14, FANG officers made contact with a subject suspected of growing marijuana in Mt. Morris Twp., and Birch Run. This subject had been arrested by FANG earlier this year being well over his allowed legal medical marijuana limits. The previous case pends circuit court action. The suspect was found to be under the limit of medical marijuana at both locations.

On 9-17-14, FANG offices responded to and assumed investigation of a methamphetamine lab in the city of Flint. Flint P.D. uniform officers had been dispatched to a suspected methamphetamine lab. FANG officers obtained a search warrant for the residence. The residence and garage were found to contain a one pot methamphetamine lab and components. FANG officers dismantled/processed the lab, and conducted interviews. Four subjects were lodged at the Flint City Jail.

On 9-17-14, FANG officers obtained and executed a search warrant at a residence in the city of Flint. Officers seized .5 grams of crack, .5 grams cocaine, 2.7 grams of heroin, and a stolen semi-auto handgun. The handgun had been reported stolen to Flint Twp. P.D. Two subjects were lodged at the Flint City Jail. Federal charges will be sought against one suspect who is a convicted felon.

On 9-17-14, FANG officers conducted a controlled purchase of cocaine from a suspect in a residence in the city of Flint. The investigation is on-going.

On 9-17-14, FANG officers conducted a controlled purchase of heroin from a suspect in the city of Flint. The investigation is on-going.

On 9-18-14, FANG officers obtained and executed a search warrant at a residence in Mt. Morris Twp. Offices seized 106 grams of cocaine, 4 grams of heroin, 12 grams of marijuana, and a semi-auto handgun with the serial numbers obliterated. The suspect was lodged at the Genesee County Jail. Federal prosecution will be sought as the suspect is a convicted felon.

On 9-18-14, FANG officers responded to and assumed investigation of a mobile methamphetamine lab at the request of MSP Troopers. Uniform Troopers had stopped a vehicle in the city of Flint, and subsequently discovered a methamphetamine one pot in the rear passenger area of the vehicle. FANG officers conducted interviews at the scene and dismantled/ processed the mobile meth lab. Three subjects were arrested and lodged at the Flint City Jail.

On 9-18-14, FANG officers executed a search warrant at a residence in the city of Flint. Officers seized 13 small plastic corner ties containing heroin, a 12 gauge pump shotgun and a bullet proof vest. Forfeiture proceedings were initiated on \$531.00. The suspect was lodged at the Flint City Jail.

On 9-22-14, FANG offices conducted a buy/bust of crack cocaine from a suspect in a party store parking lot in Mt. Morris Twp. The suspect attempted to flee on foot, throwing a handgun to the ground while he was running. The suspect was quickly caught and found to be in possession of 12 small plastic corner ties containing crack cocaine. The suspect is a convicted felon. He was lodged at the Genesee County Jail. Federal prosecution will be sought.

On 9-23-14, FANG officers conducted a controlled purchase of crack cocaine from a suspect in a residence in the city of Flint. The investigation is on-going.

On 9-23-14, FANG officers conducted a controlled purchase of heroin from a suspect in a residence in the city of Flint. As a result of this purchase officers obtained and executed a search warrant at the residence on 9-24-14. Officers seized 4 small plastic corner ties containing crack cocaine and a small amount of heroin. The primary suspect was not home at the time of the search warrant. A warrant request will be submitted to the Genesee County Prosecutors Office.

On 9-25-14, FANG officers executed a search warrant at a residence in the city of Flint. Officers seized one (1) gram of cocaine, 92 grams of marijuana, 4 non-registered semi-auto handguns, and a bullet proof vest. Forfeiture proceedings were initiated on \$2174.00. The suspect, a convicted felon, was lodged at the Flint City Jail. Federal prosecution will be sought.

On 9-25-14, Two Methamphetamine Lab trained FANG officers responded to Caseville to assist with the dismantling and transport of hazardous materials on a methamphetamine lab. Prosecution will be handled through the Huron County Sheriff Department.

On 9-29-14, FANG officers conducted a controlled purchase of heroin from a suspect in a residence in the city of Flint. The investigation is on-going.

If any of you have any questions or concerns, please do not hesitate to contact me.

I would also like to thank the Michigan State Police, Special Operation Division, Aviation Section and K-9 Section for their continued support here in Genesee County and the Flint SCP initiative.

Again, thanks for all of your support for the entire FANG section!

Pat

D/F/Lt. Patrick Richard
Section Commander-Flint Area Narcotics Group
Third District Headquarters
Michigan State Police
Mailing Address:
F.A.N.G.
PO Box 614
Grand Blanc, Mi 48480
Office: 810-233-3689
Cell: 616-260-8583
FAX: 810-233-7119
richardp@michigan.gov

“A PROUD tradition of SERVICE through EXCELLENCE, INTEGRITY, and COURTESY

CHARTER TOWNSHIP OF CLAYTON

RECEIVED
OCT 15 2014
BY:

2011 South Morrish Road • Swartz Creek, Michigan 48473
Ph. (810) 635-4433 • Fax (810) 635-4526 • claytontownship.org

Chris Gehringer - Supervisor
Dennis Milem - Clerk
Rick Caruso - Treasurer



Greg Childers - Trustee
Mike Crockett - Trustee
Tamara Kapraun - Trustee
Rich Tesner - Trustee

October 13, 2014

Attn: Swartz Creek City Council / Gaines Township Board

RE: Barn demolition at 9466 Miller Road / Parcel # 04-34-300-008

Honorable Council and Board Members

In the spirit of inter-local cooperation I am providing this informational correspondence for input in regards to a long standing blight issue on the West and North borders of your respective municipalities.

Clayton Township has been working on a solution to this blighted property with the owner and he has agreed to tear down the large barn located behind the house at 9466 Miller Road. The owner proposes to remove 90% of the barn and to haul it off the site. The other 10% would be sorted thru to assure it is only wood products and then burned on site. This would be accomplished by first digging a pit, then pushing the material in the pit and doing a controlled burn.

As the Supervisor of The Charter Township of Clayton, I feel compelled to keep our respective communities informed whenever we, as a municipality, sanction any work which may affect our neighboring municipalities. Please feel free to contact me if you have any questions or concerns regarding this issue.

Respectfully Yours,
Christopher Gehringer

Supervisor, Charter Township of Clayton

QUITCLAIM DEED

On October ____, 2014, the City of Swartz Creek, a home rule city, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 ("Grantor"), quitclaims to Justin Ellison, a homeowner at 7168 Miller Road, Swartz Creek, Michigan 48473, ("Grantee"), the real property commonly known as VL Miller Road, in the City of Swartz Creek, County of Genesee, Michigan, and described as:

LOT B WRAY ACRES 84-0000-000

("the Property"), Parcel No. 25-58-36-578-018

For a sum of One Thousand Dollars (\$1,000.00), subject to any easements and building and use restrictions of record and the lien of taxes not yet due and payable.

Grantor retains an easement on the west 30 feet of the Property, as determined by a survey performed by the city at a future date, for the purpose of owning, operating, and maintaining all current and future water, sewer, and storm sewer utilities.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

This transfer is exempt from real estate transfer taxes under MCL 207.526(a) and 207.505(a).

This transfer is being made to Grantee with the understanding and agreement that Grantee will use and develop the Property as specified in the Purchase Agreement executed by the parties and on file at City Offices and, in the event that the Property is not used and developed as such, all right, title and interest in the Property will revert to the City.

City of Swartz Creek

Dated: _____

By:

STATE OF MICHIGAN}
COUNTY OF GENESEE}

The foregoing instrument was acknowledged before me this ___ day of _____ 2014, by the City of Swartz Creek, by _____, Its _____.

Notary Public, Genesee County, Michigan
Acting in Genesee County, Michigan
My commission expires:

When Recorded Return to
and send subsequent tax bills to:

Prepared By:
Michael J. Gildner
Simen, Figura & Parker, P.L.C.
5206 Gateway Centre, Suite 200
Flint, Michigan 48507
(810) 235-9000

Tax Parcel No. _____

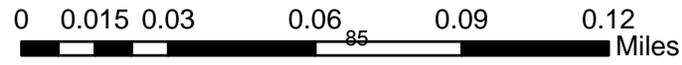
Recording Fee \$ _____

Revenue Stamps

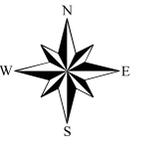


City of Swartz Creek

City Owned Outlot



October 27, 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
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MILLER RD	School: SWARTZ CREEK					
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	P.R.E. 0%					
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Owner's Name/Address	MAP #:					
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CITY OF SWARTZ CREEK 8083 CIVIC DRIVE SWARTZ CREEK MI 48473	2014 Est TCV 0					
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	Improved	X	Vacant	Land Value Estimates for Land Table 00004.00004 MILLER/MORRISH SEC 1 & 36		
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	Public Improvements	* Factors *			
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Description	Frontage	Depth	Front	Depth	Rate	%Adj.	Reason	Value
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'C' FRONTAGE	60.00	300.00	1.1362	1.0000	170	82	UNBUILDABLE	9,503
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60 Actual Front Feet, 0.41 Total Acres								Total Est. Land Value =	9,503
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Tax Description	Dirt Road							
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LOT B WRAY ACRES 84-0000-000	Gravel Road							
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Comments/Influences	Paved Road							
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	Storm Sewer							
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	Sidewalk							
--	----------	--	--	--	--	--	--	--

	Water							
--	-------	--	--	--	--	--	--	--

	Sewer							
--	-------	--	--	--	--	--	--	--

	Electric							
--	----------	--	--	--	--	--	--	--

	Gas							
--	-----	--	--	--	--	--	--	--

	Curb							
--	------	--	--	--	--	--	--	--

	Street Lights							
--	---------------	--	--	--	--	--	--	--

	Standard Utilities							
--	--------------------	--	--	--	--	--	--	--

	Underground Utils.							
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	Topography of Site							
--	--------------------	--	--	--	--	--	--	--

	Level							
--	-------	--	--	--	--	--	--	--

	Rolling							
--	---------	--	--	--	--	--	--	--

	Low							
--	-----	--	--	--	--	--	--	--

	High							
--	------	--	--	--	--	--	--	--

	Landscaped							
--	------------	--	--	--	--	--	--	--

	Swamp							
--	-------	--	--	--	--	--	--	--

	Wooded							
--	--------	--	--	--	--	--	--	--

	Pond							
--	------	--	--	--	--	--	--	--

	Waterfront							
--	------------	--	--	--	--	--	--	--

	Ravine							
--	--------	--	--	--	--	--	--	--

	Wetland							
--	---------	--	--	--	--	--	--	--

	Flood Plain							
--	-------------	--	--	--	--	--	--	--

Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
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2014	EXEMPT	EXEMPT	EXEMPT			EXEMPT
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2013	EXEMPT	EXEMPT	EXEMPT			EXEMPT
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2012	1,000	6,000	7,000	1,000M		1,000C
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2011	9,800	0	9,800			5,304C
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*** Information herein deemed reliable but not guaranteed***



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:

- Checkboxes for Seller's Agent, Designated Seller's Agent, Buyer's Agent, Designated Buyer's Agent, Transaction Coordinator, and Dual Agent.

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.

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

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

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) at (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) at (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.**

JE

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)

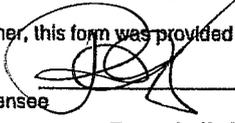
I hereby disclose that the agency status of the licensee named below is:

- 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: Date 8/19/14 Seller: City of Swartz Creek Date _____

Buyer: _____ Date _____ Seller: _____ Date _____

Agent/Coordinator: Date _____ Agent/Coordinator: Date _____

NOTE TO AGENT: Both Buyer(s) and Seller(s) need to sign "Disclosure Regarding Real Estate Agency Relationships" and attach to this form.



Adam Zettel, AICP

City Manager

810.287.2147

azettel@cityofswartzcreek.org

Date: October 23, 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>

October 15, 2014

Thank you for going to the park for pictures of the tree planting today. I am so excited about the continued variety of trees we've been able to get from Frost Gardens on Torrey Rd., Flint township and Branching Out Nursery (formerly, Haddon) in Fenton. Both horticulturalists have worked to ensure that the variety of trees we get through the KGCB grants suit the soil and wet/dryness of the area. Elms Park has long had trouble with swampy regions. Now we hope to correct that naturally with the placement of river birches and red sunset maples in low lying areas and Ivory Silk Lilac trees in drought tolerant spots.

This year we received two K GCB grants; one for the City of Swartz Creek for \$958, the second for the Friends of Elms Park for \$740. Following is the list of trees received from Frost Gardens-Doug Frost is the contact person-238-6321:

Autumn Brilliance Serviceberry, Prairie Fire Crabapple, Chanticleer Pear, Green Mountain Sugar Maple, London Plane Tree, Gingko, Spring Snow Crabapple, Japanese tree lilac, Red Bud, River Birch, Catalpa.

These were planted in the area facing the volleyball Court and the Youth Football Building.

Next week-not definite on the day- Branching Out Nursery and Landscaping will give us:

River Birch, Valley Forge Elm-a new variety of elm that has been tested for 20 years by the US ARBORETUM and found to be disease resistant, Red Sunset Maple, and Ivory Silk Lilac trees.

Since I began writing KGCB grants for the City, we have received 10 trees in Winchester Subdivision, 21 trees in Elms Park last year beginning in the front North West entry area and continuing down the fence line to where this year's trees are completing the project.(I think the final count will be 16 this year)For a total of 47 trees replacing those lost by the emerald ash borer beetle. I was helped so much through the joint efforts of Tom Svrcek's work crew-Dave, Rod, Jay and Rebecca and the volunteer efforts of a dedicated group of retirees-THE FRIENDS OF ELMS PARK-who maintain the pruning, repair, mulching, watering, painting, and vandalism repair of Elms Park. With their tireless efforts, along with those of the Scouts, Kiwanis, Lions Club and Rotary, our park is truly a jewel in our community .This year we welcomed the help of two school groups from Swartz Creek: Girls High School La Crosse Team and students from the Swartz Creek Learning hub under the direction of Mr. Rick Thompson.

We can now say that Elms Park is an Arboretum- a place where students and teachers can come to learn about the interdependency of trees, people, and wildlife.

The Friends of Elms Park are led by Joe Perrault, Rick Henry, Ron Schultz, Jim Florence, Larry Cummings, Dave West, Dennis Herman, Rae Lynn Hicks and Pat Williams.

Pat Williams 810-635-3667

Text me at 810-938-7249 cell



PRINCIPALS

George E. Hubbell
Thomas E. Biehl
Walter H. Alix
Peter T. Roth
Keith D. McCormack
Nancy M. D. Faught
Daniel W. Mitchell
Jesse B. VanDeCreek
Roland N. Alix

SENIOR ASSOCIATES

Gary J. Tressel
Kenneth A. Melchior
Randal L. Ford
William R. Davis
Dennis J. Benoit

ASSOCIATES

Jonathan E. Booth
Michael C. MacDonald
Marvin A. Olane
Robert F. DeFrain
Marshall J. Grazioli
Thomas D. LaCross
James F. Burton
Donna M. Martin
Charles E. Hart

HUBBELL, ROTH & CLARK, INC.

OFFICE: 555 Hulet Drive
Bloomfield Hills, MI 48302-0360
MAILING: PO Box 824
Bloomfield Hills, MI 48303-0824
PHONE: 248.454.6300
FAX: 248.454.6312
WEBSITE: www.hrc-engr.com
EMAIL: info@hrc-engr.com

October 15, 2014

City of Swartz Creek
8083 Civic Drive
Swartz Creek, Michigan 48473

Attn: Adam Zettel, City Manager

Re: Miller Road Rehabilitation HRC Job No. 20140744
Proposal for 3rd Party Engineering Mitigation

Dear Mr. Zettel:

Thank you for contacting us to provide services to the City on the Miller Road rehabilitation projects. We understand that the City is requesting services to perform the 3rd Party Mitigation on this federally funded project only as needed.

This proposal is based on information received from you which included the scope of services from OHM for both the preliminary (PE) and construction engineering (CE) phases. In addition, HRC has vast experience in performing both PE and CE services for projects bid through MDOT's Local Agency Program and directly for MDOT.

We understand that this project is to be bid in February 2015 which means that THE Preliminary Plans (GI) have already been sent to MDOT and the GI meeting should occur in October.

We understand that the City would like to utilize HRC's services to mitigate any issues that arise between the City's primary engineer and the engineer involved in designing and administrating construction for this roadway project. HRC will provide to the City written communication on all reviews, concerns and approvals or denials in a timely fashion.

Nancy Faught will be the primary person for this work. She has over 25 years of design, project management and construction experience in the transportation field with the majority of my work involving LAP projects. Mr. Robert DeFrain may assist Ms. Faught on tasks during construction. Mr. DeFrain, as the head of HRC's Construction Services, thoroughly understands the MDOT and Federal requirements for proper documentation for federally funded project. He has been working on MDOT projects for the vast majority of his 25 years at HRC.

Due to the nature of this request it is impossible to determine a cost to perform this work. However, HRC anticipates that a not-to-exceed cost of \$10,900 would be adequate for the City to budget for our services. HRC will invoice only when directed by the City to perform a mitigation task. HRC will bill at an hourly rate of \$146.00.

If you have any questions or require any additional information, please contact the undersigned.

If this proposal is acceptable please sign below and return a copy to us.

Very truly yours,

Adam Zettel
October 15, 2014
HRC Job Number 20140744
Page 2 of 2

HUBBELL, ROTH & CLARK, INC.



Nancy M. D. Faught, P.E.

pc: HRC; R. DeFrain, File

Acceptance of Proposal

By: _____

Date: _____

Title: _____



WADE TRIM

October 3, 2014

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

Attention: Mr. Adam Zettel
City Manager

Re: Miller Road from Morris Road to Elms Road
Swartz Creek, Michigan

Dear Mr. Zettel:

Project Understanding

Wade Trim understands the City of Swartz Creek is requesting a qualified consultant to assess potential conflicts of interest and certify mitigation measures, in accordance with Michigan Department of Transportation (MDOT) and Federal Highway Administration (FHWA) guidelines. The purpose of the work is to verify public interest is maintained or mitigated throughout the design and construction life of the following project:

- Miller Road from Morrish Road to Elms Road

Project Scope of Work includes cold milling, asphalt resurfacing, pavement and joint repairs, signal timing, ADA upgrades, and reestablishment of bike lanes.

Consultant Services

Wade Trim will perform the following duties:

- Provide an oversight role to ensure that the standard of care for the project is carried through the design and construction.
- Attend all meetings where the plans are reviewed.
- Recommend for approval/denial of the following in writing to MDOT:
 - Design Exceptions
 - Plans, Specifications, and Estimates (PS&E) for Construction
 - Design Changes
 - Scope Changes
 - Contract Modifications
 - Requests for Extension of Time for Construction
 - Final Inspections/Acceptance
 - As-Builts

Wade Trim, Inc.
1403 S. Valley Center Drive
P.O. Box 580
Bay City, MI 48707

989.686.3100
800.322.4500
989.686.4329 fax
www.wadetrim.com
October 27, 2014

- Periodically/routinely review the referenced project for proper inspections, testing and acceptance in accordance with 23 CFR 635 and MDOT approved procedures and policies as they apply to local public agencies using federal-aid funding on a respective phase of the referenced project.
- Verify that all environmental mitigation has been or being performed in accordance with the NEPA Clearance and/or as required by an approved permit.
- Participate in the review of Contractor claims or consultant design disputes.
- Participate in the final documentation review performed by MDOT.
- Will involve MDOT as appropriate to mitigate perceived conflicts of interest as they arise.

Design Schedule

Wade Trim has the capacity and is prepared to accommodate the design and construction schedule set forth by the City of Swartz Creek through the 2015 construction.

Cost of Services

Wade Trim will complete the tasks described above for a Cost plus Fixed Fee, Not to Exceed **\$19,930**.

This amount is based on time to review plans and attendance of two plan review meetings during the design phase, including written recommendations for approval or denial based on public interest.

The budget for the construction phase is based on one field inspection per month, in which we will follow up with a status report of construction progress, adherence to design plans and contract modifications, testing and inspection method adherence, and any possible conflicts of interest observed. Up to two meetings for disputes or claims, and one final acceptance meeting are also included.

Services or meeting attendance requested by the City in addition to above will be billed at an hourly rate.

All effort and cost will be invoiced monthly for our effort to date. Payment of invoices is expected within 30 days. Any disputes in the invoice amount shall immediately be brought to the attention of Wade Trim. Wade Trim reserves the right to stop work when accounts receivable exceeds 60 days. All deliverables are the property of Wade Trim until payment obligations are met.

Project Team

Rachel L. Phillips, PE, will be the Project Manager for the Conflict of Interest and Mitigation Services. She will be responsible for Wade Trim's services for this project, attend all review meetings, review plan packages and recommend approval or denial, verify inspection and testing procedures meet guidelines, verify environmental mitigation per NEPA and permits, participate in the review of claims and disputes, and work with the City and MDOT to review final documentation and conflict of interest mitigation. Rachel recently joined Wade Trim in February 2014 with over 22 years of experience in transportation design, construction, and project/contract administration. Since 2001, she worked for MDOT in various capacities within the Bay Region, including program management and development, project management and coordination, MPO coordination, and pavement management for MDOT and LAP projects, including LAP Resident Engineer.

Lori J. Pawlik, PE, has over 14 years of experience and has the expertise to provide reviews to recommend approval or denial of all required traffic engineering elements, including existing signal operation reports, timing permits, and Synchro and HCS files. Lori has a strong traffic background that includes a Master's Degree in Traffic Engineering and project experience on numerous MDOT and Local Agency projects throughout the state, including M-25 in Tuscola County, US-23 in East Tawas, and I-94BL in Battle Creek.

Thank you for extending us the opportunity to submit a proposal for this work. If you have any questions, please contact Rachel Phillips at 989.686.3100 or by e-mail at rphillips@wadetrim.com.

Very truly yours

Wade Trim, Inc.



Rachel L. Phillips, PE
Project Manager



Jason R. Kenyon, PE
Vice President

RLP:JRK:jlb
AAA 1000.14B
20141003ZETT.DOCX



WADE TRIM

October 3, 2014

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

Attention: Mr. Adam Zettel
City Manager

Re: Miller Road from Tallmadge Court to South Dye Road
Swartz Creek, Michigan

Dear Mr. Zettel:

Project Understanding

Wade Trim understands the City of Swartz Creek is requesting a qualified consultant to assess potential conflicts of interest and certify mitigation measures, in accordance with Michigan Department of Transportation (MDOT) and Federal Highway Administration (FHWA) guidelines. The purpose of the work is to verify public interest is maintained or mitigated throughout the design and construction life of the following project:

- Miller Road from Tallmadge Court to South Dye Road

Project Scope of Work includes cold milling, asphalt resurfacing, pavement and joint repairs, railroad crossing improvements, signal timing, ADA upgrades, and establishment of bike lanes.

Consultant Services

Wade Trim will perform the following duties:

- Provide an oversight role to ensure that the standard of care for the project is carried through the design and construction.
- Attend all meetings where the plans are reviewed.
- Recommend for approval/denial of the following in writing to MDOT:
 - Design Exceptions
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October 27, 2014

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Thank you for extending us the opportunity to submit a proposal for this work. If you have any questions, please contact Rachel Phillips at 989.686.3100 or by e-mail at rphillips@wadetrim.com.

Very truly yours

Wade Trim, Inc.



Rachel L. Phillips, PE
Project Manager



Jason R. Kenyon, PE
Vice President

RLP:JRK:jlb
AAA 1000.14B
20141003ZETT2.DOCX



October 10, 2014

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

RE: Miller Road from Morrish Road to Elms Road

Dear Adam,

We are pleased to submit this proposal to assist the City with project oversight duties for the above referenced project. It is our understanding that the City desires to utilize the same consultant to perform the preliminary and construction engineering on this project, which is receiving Federal Aid in either or both phases of work. In this case, project oversight duties must be completed in order to mitigate the potential for conflict of interest.

Project Understanding

From review of the proposal that the City received from Orchard, Hiltz & McCliment, Inc. (OHM), it is our understanding that the intent of the project is to mill and resurface Miller Road, complete pavement repairs and joint repairs where needed, improve existing driveway slopes where applicable, upgrade ramps to current ADA specifications, re-establish bike lanes, and consideration of adjustments to the existing signal timing plans.

Scope of Services and Fee Schedule

F&V will assist the City in providing project oversight duties to mitigate potential conflict of interest related to the same consultant performing both the preliminary and construction engineering for this project. The scope of services proposed are identified on Page 2 of the attached *Mitigation Certificate for Local Agency Federal-Aid Project Potential Consultant Conflict of Interest* provided by the City.

Many of the required duties and the overall time involvement vary by project. Items such as time extension requests, contract modifications, and participation in the contractor claims process are difficult to predict. In order to provide the City with an approximate budget for our services, we have established a base lump sum fee from our experience with similar projects. For those items that vary by project, we have identified our additional fees should that item exceed the budgeted amounts. We feel that this method provides the best value to the City.

On the following page we have presented our proposed work scope, budget, and additional fee schedule for our project oversight assistance related to both the preliminary and construction engineering for this project. The duties presented below will be completed by a Professional Engineer licensed in the State of Michigan.

Preliminary Engineering

Scope of Services:

- GI Plan review and recommendation
- GI Specification review and recommendation
- GI Estimate review and recommendation
- Attendance at GI meeting
- Final Plan review and recommendation
- Final Specification review and recommendation
- Final Estimate review and recommendation
- Bid inquiry review and recommendation

The above project oversight assistance will be provided for a lump sum fee of **\$3,400.**

Construction Engineering

Scope of Services:

- Attendance at preconstruction meeting
- Extension of time review and recommendation *(budgeted quantity of 1)*
- Work Order review and recommendation *(budgeted quantity of 2)*
- Contract Modification review and recommendation *(budgeted quantity of 6)*
- Periodic inspection, testing, and acceptance review
- MDOT final documentation review participation
- Final inspection / walk through participation
- As-Built review

The above project oversight assistance will be provided for a lump sum fee of **\$7,400.**

Additional Services as Required:

- Extension of time review and recommendation over the quantity of 1..... \$225 / each.
- Work order review and recommendation over the quantity of 2..... \$225 / each.
- Contract Mod. review and recommendation over the quantity of 6..... \$235 / each.
- Contract Claims & design dispute participation..... \$110 / hour.
- Additional services to mitigate perceived conflicts of interest not identified above..... \$110 / hour.

We appreciate the opportunity to assist you with these projects. Please let us know if there are any revisions or clarifications necessary in our proposal. If you would like to proceed with the above professional services, we will prepare our Professional Services Agreement for your review and signature.

Sincerely,

FLEIS & VANDENBRINK



Geric Rose, PE, PS
Project Manager

**MITIGATION CERTIFICATION
FOR
LOCAL AGENCY FEDERAL-AID PROJECT
POTENTIAL CONSULTANT CONFLICT OF INTEREST**

Contracting agencies are responsible for ensuring that the public interest is maintained throughout the life of a project and that a conflict of interest, direct or indirect, does not occur or is sufficiently mitigated by appropriate public agency controls. On May 1, 2012, FHWA identified the following situations that can be mitigated to prevent a potential conflict of interest as it relates to consultant activities:

Case	Local Agency Engineer or Program Manager	Preliminary Engineering		Construction Engineering		Conflict of Interest	Action
		Non-Fed Participating	Fed Participating	Non-Fed Participating	Fed Participating		
10		X			X	Potential	Mitigate
12			X	X		Potential	Mitigate
13			X		X	Potential	Mitigate

This form is to be used as a certification that the appropriate public agency controls are in place to for the following project:

Job number(s)	Route(s)	Limits and Description of Work

Consultant (Name & Address)	Project Manager – Preliminary Engineering	Project Manager - Construction Engineering

Local Public Agency	Address	Phone

I _____ (name), _____ (title), certify that I am a full-time employee of _____ (agency) and am a Licensed Professional Engineering with the State of Michigan _____ (license #) and will perform the following activities to mitigate any



October 10, 2014

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

RE: Miller Road from Tallmadge Court to S. Dye Road

Dear Adam,

We are pleased to submit this proposal to assist the City with project oversight duties for the above referenced project. It is our understanding that the City desires to utilize the same consultant to perform the preliminary and construction engineering on this project, which is receiving Federal Aid in either or both phases of work. In this case, project oversight duties must be completed in order to mitigate the potential for conflict of interest.

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From review of the proposal that the City received from Orchard, Hiltz & McCliment, Inc. (OHM), it is our understanding that the intent of the project is to mill and resurface Miller Road, complete pavement repairs and joint repairs where needed, improve the railroad crossing, upgrade ramps to current ADA specifications, re-establish bike lanes, and consideration of adjustments to the existing signal timing plans.

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FLEIS & VANDENBRINK



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FOR
LOCAL AGENCY FEDERAL-AID PROJECT
POTENTIAL CONSULTANT CONFLICT OF INTEREST**

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Job number(s)	Route(s)	Limits and Description of Work

Consultant (Name & Address)	Project Manager – Preliminary Engineering	Project Manager - Construction Engineering

Local Public Agency	Address	Phone

I _____ (name), _____ (title), certify that I am a full-time employee of _____ (agency) and am a Licensed Professional Engineering with the State of Michigan _____ (license #) and will perform the following activities to mitigate any

potential conflict of interest, to the best of my abilities, as follows:

- Will be responsibly in charge of the above referenced project
- Will attend all meetings where the plans are reviewed
- Will recommend for approval/denial of the following in writing to MDOT:
 - Design Exceptions
 - Plans, Specifications, and Estimates for Construction
 - Design Changes
 - Scope Changes
 - Contract Modifications
 - Requests for Extension of Time for Construction
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- Will periodically/routinely review the referenced project for proper inspections, testing and acceptance in accordance with 23 CFR 635 and MDOT approved procedures and policies as they apply to Local Public Agencies using Federal-aid funding on a respective phase of the referenced project.
- Will verify that all environmental mitigation has been or being performed in accordance with the NEPA Clearance and/or as required by an approved permit
- Will participate in the review of contractor claims or consultant design disputes
- Will participate in the final documentation review performed by MDOT
- Will involve MDOT as appropriate to mitigate perceived conflicts of interest as they arise

I hereby certify I will perform all the above activities to the best of abilities:

Name: (Print)

Signature

Date

MDOT Approval:

Name: (Print)

Signature

Date

DATE: OCTOBER 20, 2014
TIME: 7:00 PM
LOCATION: STATION 1
SUBJECT: SWARTZ CREEK AREA FIRE FIREBOARD AGENDA



- I. CALL TO ORDER
 - A. PLEDGE OF ALLEGIANCE
 - B. ROLL CALL
 - C. ADDITIONS/CHANGES/DELETIONS AND AGENDA APPROVAL:
 - D. SPECIAL PRESENTATIONS/ANNOUNCEMENTS:

- II. APPROVAL OF MINUTES
 - A. SEPTEMBER 15, 2014 MEETING:

- III. CORRESPONDENCE:
 - A. SEPTEMBER INCIDENT SUMMARY REPORT:

- IV. PROFESSIONAL SERVICE REPORTS:
 - A. SEPTEMBER FINANCIAL REPORT:

- V. COMMITTEE REPORTS:
 - A. BY-LAWS COMMITTEE - Chairman Rick Cloinger, Tammy Kapraun, Bill Cavanaugh and Brent Cole:

 - B. HEALTH AND SAFETY COMMITTEE: Chairman Ted Henry (Members Chief Cole, Assistant Chief Merriam, Association Station 1 Trustee Greg Baker and Association Station 2 Trustee Austin Bower)

 - C. PERSONNEL COMMITTEE: Chairman Ken Engel, Joel McRee and David Hurt.

 - D. FIRE AGREEMENT COMPLIANCY COMMITTEE: Chairman Dave Hurt, Ted Henry, John Knickerbocker and Attorney Bill Cavanaugh.

- VI. OLD BUSINESS:
 - A. APPARATUS UPDATE from Honorary Battalion Chief Jack King-
 - 1. Apparatus status report attached
 - B.

- VII. NEW BUSINESS:
 - A. MEMBERS FOR PLACEMENT ON PROBATION: none
 - B. MEMBERS ELIGIBLE TO COME OFF PROBATION: none
 - C. MEMBERS RESIGNING/TERMINATING:

1. Jeremy Cox, placed on probation September 15, withdrew his application on September 17, stating his new employment overtime would interfere with attending the Fire Academy class.

Chief Cole recommends accepting the application withdraw by Jeremy Cox, effective September 17, 2014.

2. James Bowers, currently assigned to station 1, has been on personal leave since November 21, 2013. Attached is his leave letter indicating his resignation if for any reason he is unable to return. Also attached is a letter sent to him indicating his resignation letter will be submitted to the Fireboard and he may contact the Fire Chief within seven days if he should have any questions. Mr. Bowers did not make contact with the Fire Chief.

Chief Cole recommends accepting James Bowers resignation from the Swartz Creek Area Fire Department effective immediately.

3. Adam Hyrman, hired May 21, 2012, assigned to station 2, has enlisted with the Army and has resigned. Resignation email attached.

Chief Cole recommends accepting Adam Hyrman's resignation effective immediately.

D. MEMBERS ELIGIBLE FOR REINSTATEMENT: none

E. 2015 BUDGET PRESENTATION: In a separate file is the proposed 2015 budget. The budget presentation was postponed from September to allow the gathering of quotes for term life insurance. Attached is a list of the insurance companies that were contacted for quotes. Of those, only 2 provided information. Attached is information received from the Armed Forces Benefit Association (AFBA) and Security First Benefits.

Insurance and budget discussion:

Chief Cole requests permission to forward the attached budget to the Charter Township of Clayton and City of Swartz Creek for their approval.

F. DISPOSAL OF OBSOLETE FIRE HOSE AND SAW: Attached are disposal documents as outlined in policy 118. The disposal form indicates to sell the property in the event no City or Township department requests transfer. That being stated, it is unknown what value to place on any item if a transfer request is made (i.e. City DPS might want hose)? It has been recommended to list the items on BidCorp.com. The following was taken from the BidCorp web site on Oct. 9:

BidCorp.com is pleased to announce that Auction fees have been lowered to 2% of the closing price. Auction fees apply to successful auctions only. Successful auctions are defined as auctions that receive at least one bid that meets or exceeds the reserve price that is set by the Auctioneer. There is

never a charge for auctions which do not close successfully.

Chief Cole requests permission to list the obsolete fire hose, vent saw and chainsaw on BidCorp.com for 10 days with a minimum bid of \$1.00.

- G. FIREFIGHTER MOVING JUST OUTSIDE THE FIRE DISTRICT BOUNDARIES: Bryan Wistuba has purchased a house in the Beecher Rd, Elms Rd area just inside Flint Township. Attached is a letter from Bryan requesting he remain an employee of the SCAFD. Bryan is currently assigned to station 1, but would transfer to station 2. Bryan's tenure includes April 2008 to June 2010, and March 2012 to present.

Chief Cole recommends allowing Bryan Wistuba to remain with the Swartz Creek Area Fire Department after moving just outside the fire district.

- H. APPROVAL OF EXPENSES TO APPEAR IN COURT: Assistant Chief Merriam has been subpoenaed to appear in court on October 22 in 67th District Court regarding a vehicle fire associated with alarm 14-077. If called to court his hourly rate of \$16.74 plus milage is recommended.

Chief Cole recommends paying AC Merriam his hourly rate plus milage if called to appear in court.

VIII. GENERAL INFORMATION:

- A. MUNICIPAL BILLINGS for SEPTEMBER
- B. SEPTEMBER BILLS LIST
- C. Flowers fund balance \$4.00. Dave Hurt reimbursed \$106.00 for Downing funeral flowers. Invoice attached.
- D. Capital Improvement Fund Program (CIFP) account balance as of 09/30/14: \$5.35.
- E. Photos need to be taken of the new Fireboard Members. If possible, they can be taken before or after the meeting. Please let Chief Cole know, before the meeting your preference.
- F. The Annual Christmas Parade is scheduled for December 6. The Fireboard has traditionally provided judges for the event. Volunteers:

- G.
- H.

IX. OPEN TO THE PUBLIC:

- X. COMMENTS OF FIRE DEPARTMENT PERSONNEL (THROUGH THE CHIEF AND/OR HIS DESIGNATE:

XI. CHAIN OF COMMAND APPEAL TO THE FIREBOARD:

XII. COMMENTS FROM FIRE BOARD MEMBERS:

XIII. MEETING ADJOURNMENT:

REGULAR MEETING

SEPTEMBER 15, 2014

SWARTZ CREEK AREA FIRE DEPARTMENT

The regular meeting of the Swartz Creek Area Fire Board was held at Station #1, September 15, 2014. Vice Chairman, John Knickerbocker, called the meeting to order at 7:00p.m.

I. CALL TO ORDER:

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

Board Members Present:

- Clayton Representative, Tammy Kapraun
- Clayton Representative, Ken Engel
- City Representative, Joel McRee
- City Representative, John Knickerbocker
- Clayton Representative, Ted Henry
- City Representative, Rick Clolinger

Board Members Absent:

- City Representative, Dave Hurt

Staff Present:

- Attorney, Bill Cavanaugh
- Fire Chief, Brent Cole
- Assistant Chief Eric Merriam
- Acct./Clerical, Kim Borse

Staff Absent:

Others Present:

- Jack King, Batt. Chief
- Dave Plumb, Captain
- Tim McKnight, Sergeant
- Austin Bower, Firefighter
- Scott Martin, Firefighter
- Joe Yambrick, Firefighter
- Richard Abrams, Swartz Creek
- Boots Abrams, Swartz Creek
- Chad Parenteau, Swartz Creek
- Angela Martin, Clayton Twp
- Candis Waltz
- Dan Waltz

C. AGENDA: ADDITIONS/CHANGES/DELETIONS:

- **Resolution 091514-01**

Motion by Rick Clolinger

Second by Tammy Kapraun

The SCAFD Board does hereby approve the addition of VII.I. and VIII. to the agenda and approves the agenda, as amended

YES: Clolinger, Engel, Henry, Kapraun, McRee, Knickerbocker

NO: None Motion declared carried

D. SPECIAL PRESENTATION: NONE

II. APPROVAL OF MINUTES

A. AUGUST 21, 2014 BOARD MEETING

- **Resolution 091514-02**

Motion by Joel McRee

Second by Tammy Kapraun

The SCAFD Board does hereby approve the minutes of August 18, 2014 board meeting, as presented.

YES: Clolinger, Engel, Henry, Kapraun, McRee, Knickerbocker

NO: None Motion declared carried

III. CORRESPONDENCE:

A. AUGUST INCIDENT SUMMARY REPORT:

- **Resolution 091514-03**

Motion by Joel McRee

Second by Rick Clolinger

The SCAFD Board does hereby accept the August 2014 Incident Summary, as presented.

YES: Clolinger, Engel, Henry, Kapraun, McRee, Knickerbocker

NO: None Motion declared carried

IV. PROFESSIONAL SERVICE REPORTS:

A. AUGUST FINANCIAL STATEMENT:

- **Resolution 091514-04**

Motion by Tammy Kapraun
Second by Joel McRee

The SCAFD Board does hereby approve the August 2014 financial statements, as presented

YES: Clolinger, Engel, Henry, Kapraun, McRee, Knickerbocker
NO: None Motion declared carried

V. COMMITTEE REPORTS:

- A. BY-LAWS COMMITTEE MEETING: NONE
- B. HEALTH & SAFETY COMMITTEE: NONE
- C. PERSONNEL COMMITTEE: NONE
- D. FIRE AGREEMENT COMPLIANCY COMMITTEE: NONE

VI. OLD BUSINESS

A. APPARATUS UPDATE:

- 1. Monthly report from Batt. Chief King

VII. NEW BUSINESS

A. MEMBERS TO BE PLACED ON PROBATION: C. Parenteau, E. Krepp, J. Cox, N. Funk

- **Resolution 091514-05**

Motion by Rick Clolinger
Second by Joel McRee

The SCAFD Board does hereby place Chad Parenteau, Evan Krepp, Jeremy Cox, and Nicholas Funk on one year probation, pending PEP interviews and physical results, with the SCAFD.

YES: Clolinger, Engel, Henry, Kapraun, McRee, Knickerbocker
NO: None Motion declared carried

B. MEMBER TO COME OFF PROBATION: NONE

C. MEMBERS RESIGNING/TERMINATING: M. Merriam

- **Resolution 091514-06**

Motion by Joel McRee
Second by Ted Henry

The SCAFD Board does hereby accept the resignation of Mark Merriam, with regrets, effective September 13, 2014.

YES: Clolinger, Engel, Henry, Kapraun, McRee, Knickerbocker
NO: None Motion declared carried

D. MEMBERS ELIGIBLE FOR REINSTATEMENT: NONE

E. SERGEANT PROMOTION RECOMMENDATION:

- **Resolution 091514-07**

Motion by Rick Clolinger
Second by Joel McRee

The SCAFD Board does hereby promote Scott Martin to the rank of Sergeant with the SCAFD

YES: Clolinger, Engel, Henry, Kapraun, McRee, Knickerbocker
NO: None Motion declared carried

F. CUT-OFF SAW PURCHASE:

- **Resolution 091514-08**

Motion by Joel McRee
Second by Tammy Kapraun

The SCAFD Board does hereby approve the purchase of a Stihl cut-off saw from Flushing Lawn and Tractor in the amount of \$783.96.

YES: Clolinger, Engel, Henry, Kapraun, McRee, Knickerbocker
NO: None Motion declared carried

G. BOOTS AND GLOVES PURCHASE:

- **Resolution 091514-09**

Motion by Ted Henry
Second by Joel McRee

The SCAFD Board does hereby approve the purchase of 20 pairs of gloves and 10 pairs of leather boots from Douglass Safety in the amount of \$4190.00, plus shipping

YES: Clolinger, Engel, Henry, Kapraun, McRee, Knickerbocker
NO: None Motion declared carried

H. 2015 BUDGET STATUS: FD staff is investigating the cost of providing life insurance to its members

I. ACCOUNTING/PAYROLL SOFTWARE PURCHASE:

- **Resolution 091514-10**

Motion by Rick Clolinger
Second by Joel McRee

The SCAFD Board does hereby approve the purchase of Sage 50 business software in the amount of \$699.00

YES: Clolinger, Engel, Henry, Kapraun, McRee, Knickerbocker

NO: None Motion declared carried

VIII. GENERAL INFORMATION

A. MUNICIPAL BILLINGS FOR AUGUST

B. AUGUST BILLS LIST

C. FLOWERS FUND BALANCE IS \$10.00: Donations accepted to reimburse Dave Hurt for Ron Downing's funeral flowers with the overage to be held in the flower fund.

D. CAPITAL IMPROVEMENT FUND PROGRAM BALANCE: \$5.35

E. STATION OPEN HOUSES ARE OCTOBER 5TH 1300-1600.

F. FAMILY OF RON DOWNING THANK YOU

G. SOG 414 AND 426 UPDATES

H. MARY STASA THANK YOU

IX. OPEN TO THE PUBLIC: NONE

X. COMMENTS OF FIRE DEPARTMENT PERSONNEL, THROUGH THE CHIEF: NONE

XI. CHAIN OF COMMAND APPEAL TO THE FIRE BOARD: NONE

XII. COMMENTS OF THE FIREBOARD:

Henry: Requested Chief Cole to include an additional email address for him
Glad to be here and hopes to be an asset to the Board

Clolinger: Welcome to new members
Appreciates M. Merriam's service to the community
Congratulations to S. Martin on his promotion
Welcome to T. Henry

McRee: Welcome to T. Henry
Congratulations to S. Martin
Thank you to M. Merriam
Welcome to new members

Engel: Congratulations to S. Martin and new members

Kapraun: Congratulations to S. Martin and new members

Knickerbocker: Echoes sentiments

XIII. ADJOURNMENT OF MEETING:

Meeting adjourned at 7:44 p.m. The next regular meeting will be 10/20/14 at Station 1 at 7:00 pm

Kim Borse

Accounting/Clerical Specialist

Swartz Creek Area Fire Board

I certify these minutes to be a true and accurate account of the 09/15/2014 Swartz Creek Area Fire Board meeting:

John Knickerbocker
Vice Chairman
Swartz Creek Area Fire Board

Tammy Kapraun
Secretary/Treasurer
Swartz Creek Area Fire Board

SWARTZ CREEK AREA FIRE DEPT, SWARTZ CREEK MICHIGAN 48473

Incident Log for 09/01/2014 through 09/30/2014

Printed: 10/15/2014

Inc. No. - Exp. Location	Date	Disp. Time	Sta.	Incident Type	Owner Name	Prop & Cont Value	No. Resp	Disp. to Enrte. Min.	Prop & Cont Loss	Resp. Min. Savings	Total Hr:Min:Sec
0000134-000 7400 Miller RD MR Jim Florance	09/07/2014	18:40	1 745	Fire Alarm: child @ pull station	MR Jim Florance	\$0	19	0.00	\$0	8.00	0:35:00
											PLUMB, DAVID J - BATT.CHIEF
0000135-000 6087 Miller RD	09/08/2014	07:52	1 221	Gas odor; reoccurring problem		\$0	12	0.00	\$0	11.00	0:22:00
											PLUMB, DAVID J - BATT.CHIEF
0000136-000 7400 Miller RD	09/08/2014	17:21	1 715	False Alarm; child activate pull		\$0	7	0.00	\$0	8.00	0:29:00
											COLE, BRENT D - CHIEF
0000137-000 4101 S Sheridan RD MR Robert Cummins	09/08/2014	17:49	1 311	Lift Assist	MR Robert Cummins	\$0	11	2.00	\$0	9.00	0:47:00
											TABIT, STEPHEN D - CAPTAIN
0000138-000 7080 Aldredge DR	09/13/2014	02:24	2 164	Outside mailbox fire		\$0	9	0.00	\$100	14.00	0:41:00
											COLE, BRENT D - CHIEF
0000139-000 5300 S Seymour RD MR Thomas Smith	09/15/2014	14:22	1 553	Elderly Caller ref dryer issue		\$0	9	0.00	\$0	9.00	0:28:00
											PLUMB, DAVID J - BATT.CHIEF
0000140-000 Adjacent to 12060` W Miller RD Dan Huff	09/16/2014	10:35	1 221	gas odor, undetermined location		\$0	7	0.00	\$0	8.00	0:20:00
											COLE, BRENT D - CHIEF
0000141-000 8216 Burkeshire CIR	09/24/2014	17:38	1 113	Cooking fire, confined to container	MS Angela Martin	\$0	14	0.00	\$0	10.00	0:37:00
											PLUMB, DAVID J - BATT.CHIEF

Incidents by Shift Including Exposures

No. Resp.	Total Hr:Min	Prop & Cont Value	Prop & Cont Loss	Savings	0	1	2	3	4	
Totals:	88	4:19:00	\$0	\$100	\$-100	0	3	4	1	0

The total number of incidents, including exposure fires is 8.

The number of exposure fires is 0.

SWARTZ CREEK AREA FIRE DEPARTMENT
Income/Expense Report
For the Nine Months Ending September 30, 2014

	Description	Current Mth	Y-T-D	Budget	Remain. Budget	% Budget
Revenues						
3582	OPERATING CONTRIBUTIONS	3,196.99	260,423.91	276,385.00	15,961.09	(0.94)
3583	EQUIPMENT CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
3628	MISC. INCOME (SUNDRY)	5.00	38.00	0.00	(38.00)	0.00
3630	GRANT INCOME	0.00	0.00	0.00	0.00	0.00
3664	INVESTMENT INCOME	4.30	54.10	120.00	65.90	(0.45)
3673	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
	Total Revenues	3,206.29	260,516.01	276,505.00	15,988.99	(0.94)
Expenses						
4703	SOCIAL SECURITY	655.59	7,674.17	10,900.00	3,225.83	0.70
4704	STAFF SALARIES	3,263.00	29,935.10	45,700.00	15,764.90	0.66
4705	MAIN/TRAIN-SALARIES	902.00	7,278.00	11,300.00	4,022.00	0.64
4706	OFFICER SALARIES	1,207.50	10,062.50	15,500.00	5,437.50	0.65
4707	FIREFIGHTERS SALARY	3,197.05	53,039.42	69,000.00	15,960.58	0.77
4708	DEFERRED COMPENSATION	186.50	2,207.25	3,200.00	992.75	0.69
4709	MEDICAL-FIREFIGHTERS	0.00	3,471.00	4,500.00	1,029.00	0.77
4710	UNEMPLOYMENT PAYMENTS	0.00	0.00	3,500.00	3,500.00	0.00
4727	OFFICE SUPPLIES	32.69	1,235.65	1,250.00	14.35	0.99
4728	BUILDING SUPPLIES	55.79	699.96	850.00	150.04	0.82
4740	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
4741	EQUIPMENT SUPPLIES	133.46	5,753.47	7,000.00	1,246.53	0.82
4801	CONTRACT SERVICES	138.35	4,462.55	7,400.00	2,937.45	0.60
4820	80th Anniversary	0.00	0.00	0.00	0.00	0.00
4850	COMMUNICATIONS	422.59	2,743.33	3,800.00	1,056.67	0.72
4910	INSURANCE	0.00	17,890.00	23,375.00	5,485.00	0.77
4920	UTILITIES	871.82	10,534.80	13,000.00	2,465.20	0.81
4960	EDUCATION & TRAINING	281.15	1,371.74	4,620.00	3,248.26	0.30
4970	OFFICE EQUIPMENT	0.00	0.00	240.00	240.00	0.00
4976	FIRE EQUIPMENT	981.36	6,078.40	7,750.00	1,671.60	0.78
4978	FIRE EQUIP.-MAINT/REPAIR	364.80	13,533.00	41,620.00	28,087.00	0.33
4979	FIRE EQUIPMENT-UPGRADES	0.00	0.00	0.00	0.00	0.00
4981	APPARATUS	0.00	129,610.96	129,610.96	0.00	1.00
4982	Loose Equip. New Apparatus	0.00	0.00	0.00	0.00	0.00
4983	Misc. Upgrades	0.00	0.00	0.00	0.00	0.00
4984	COMPUTER EQUIPMENT	0.00	57.97	800.00	742.03	0.07
4988	COMPUTER SOFTWARE/UPGRADES	0.00	414.99	1,200.00	785.01	0.35
4999	RESERVE	0.00	0.00	0.00	0.00	0.00
	Total Expenses	12,693.65	308,054.26	406,115.96	98,061.70	0.76
	Net Income/<Loss>	(9,487.36)	(47,538.25)	(129,610.96)		
3400	FUND BALANCE-Beginning of Year	0.00	142,964.50	0.00		
	Fund Balance-End of Year	(9,487.36)	95,426.25	(129,610.96)		

AS OF: October 16, 2014
TO: Swartz Creek Area Fire Authority
RECORDED BY: Fire Chief Brent Cole
SUBJECT: Current Apparatus Readiness Status

Unit	Type	Assignment	Status
11	98 Pumper	Station 1	In service. Sept. 29: Pump maintenance and testing performed. Unit passed.
12	91 Pumper	Station 1	In service. Sept. 29: Pump maintenance and testing performed. Unit passed.
16	91 Squad	Station 1	In service.
17	79 Grass Rig	Station 1	In service. Sept. 29: Pump maintenance performed.
21	99 Pumper	Station 2	In service. Sept. 29: Pump maintenance and testing performed. Unit passed.
23	92 Tanker	Station 2	In service. Sept. 16: Batteries replaced. Unit would not hold a charge enough to start. Sept. 29: Pump maintenance and testing performed. Unit passed.
26	93 Squad	Station 2	In service. Sept. 20: Transmission line reported leaking by AC Merriam. Sept. 23: Vehicle towed to Speedy Muffler on Elms Rd for repair. Sept. 25: Vehicle returned to service.
27	79 Grass Rig	Station 2	In service.

James E. Bowers
7470 Miller Rd
Swartz Creek, MI 48473
November 21, 2013

Chief Brent Cole
SCAFD Fire Chief
Swartz Creek Area Fire Department
8100-B Civic Drive
Swartz Creek, MI 48473

Dear Chief Brent Cole:

At this time I, James E. Bowers, need to request a formal leave of absence from the SCAFD. This leave of absence will be effective November 7th, 2013 and will last for up to 6 months. I request that when I am ready and able to return, a meeting can be scheduled with you up to 30 days before my return to discuss the return to service. At this time, I am requesting a leave for some personal issues that do not allow me to fulfill my duties as a firefighter on the SCAFD. If for any reason I am unable to return within the 6 months' time frame, this letter will serve as my resignation from the SCAFD.

Sincerely,



James E. Bowers
Firefighter



Swartz Creek Area Fire Department

Serving Clayton Twp. and Swartz Creek Since 1925
8100 B Civic Dr., Swartz Creek MI 48473-1376 • phone: 810-635-2300 • fax: 810-635-7461

September 25, 2014

Firefighter James Bowers
7470 Miller Rd.
Swartz Creek MI 48473

James:

Please be advised your leave of absence letter, dated November 21, 2013, has passed the six (6) month time frame. Given that, it will be presented to the Fireboard at the October 20, 2014 meeting as your letter of resignation.

If you should have any questions, you may contact me within seven (7) days.

Cordially,

Brent Cole
Fire Chief

Chief Brent Cole

From: Adam Hyrman [ahyrma01@gmail.com]
Sent: Saturday, September 27, 2014 08:10
To: Chief Brent Cole
Subject: Adam Hyrman: Resignation

Chief Cole:

I have been finding that with planning my December wedding to my fiancé Tarah, readying my things for when I leave for basic, and transporting Tarah to and from work ever since she sold her car to help pay for our wedding, I am not able to provide the service to this department and my fellow firefighters that is deserved and expected of me. I feel with my limited availability and looming November leave date, an early resignation is my only option. I am sorry to leave behind a career, department, and family that I have grown to love and respect. I thank you for the opportunity to serve my community and for the experience of a lifetime.

As my schedule is not expected to change, I tender my resignation effective immediately.

For everything, thank you.

Adam Hyrman

Agent	Company	Quote Received	FREE \$5000 policy	\$25,000 Policy	\$50,000 Policy	Age Based Premium	Age Based Benefit Reduction
Jack May	AFBA	Yes	Firefighters, Staff, & Fireboard to age 60 are eligible	No	\$402.70/mth*	18-44 \$6.46 45-59 \$13.54 60-69 \$56.66	No
Gary Jarvis	Security First Benefits	Yes	No	\$332/mth	\$599/mth	No	To 65% at age 65 To 50% at age 70 To 35% at age 75
Mark Silverthorn	Bishop Airport	No					
Norm Bamberger	Stevenson Company	No					
Shelly Horkey	Blackmore Rowe	No					
Robin Wayco	MSFA	No					
	City of Swartz Creek	No					
	Clayton Twp	No					

*Could increase depending on tobacco use of firefighters.



First Responder Group Level Term Life Insurance

Proudly Protecting Our Guardians

Could Your Family Survive Without Your Income?

Protect Your Loved Ones: Secure a Term Life Insurance Policy from AFBA today.*

You never know what life will throw at you in your hazardous occupation and when that next call might be your last. As you're aware, bad things happen to good people and that's why we're here.

Experts recommend having enough life insurance to replace income for 7 to 10 years. The reality is that the typical First Responder couple has far less than that.**

This is your chance to ensure peace of mind. AFBA offers group term life coverage at competitive rates, especially created for groups who currently work or have worked in the First Responder field. You and your spouse are eligible to enroll for a maximum of \$500,000 through age 64 provided you are a United States citizen. Your children are eligible for coverage up to \$50,000.

With First Responder Group Level Term life insurance, AFBA members get:

- **Emergency death benefit payment within 24 hours of notice up to \$15,000**
- **Coverage ON and OFF duty**
- **No occupation restrictions**
- **No combat or terrorism exclusions**
- **\$40,000 family survivor college scholarship**
- **Optional spouse and child coverage**

Since 1947, Armed Forces Benefit Association (AFBA), has provided financial solutions to the uniformed military services and their families. We now cover current and former state, municipal and local government employees including: First Responder Personnel (Law Enforcement, Firefighters, and Emergency Medical Service Providers); all Department of Defense, Homeland Security, and Federal Government employees; all contractors in support of the above; and all their families.

AFBA has over 371,000 members with over \$37.4 billion of insurance in force and has paid out \$1.6 billion in claims since 1947.

With a reputation for unparalleled customer service and superior claims handling, we look forward to serving you.

Contact AFBA
1-800-776-2322
www.afba.com

* Life insurance product underwritten by 5Star Life Insurance Company (A Baton Rouge, Louisiana company). Life insurance product available in all states except New York, the District of Columbia, and all U.S. Territories except Johnston Atoll.

** LIMRA Facts About Life (Sept. '09).



First Responder Group Level Term Life Insurance

Take advantage of this unique opportunity and get protection for you and your family. What's more, signing up for this valuable coverage is easy, and no paramedical exam is needed for first responder personnel under age 50 for up to \$250,000 or ages 50-55 for up to \$100,000, and ages 56-59 for \$50,000 of total insurance coverage. Non-First Responders, spouses and dependents non-paramed limits are shown below in the chart on the right. If a paramedical exam is required (see chart below), it will be arranged by AFBA at no additional cost to you, in the comfort of your own home or office. Additional information may be required at the discretion of AFBA.

For Members who are First Responders, Law Enforcement and Corrections Departments

For All Other Members, Spouses and Dependents

Age	\$50,000	\$51,000- \$100,000	\$101,000- \$150,000	\$151,000- \$200,000	\$201,000- \$250,000	\$251,000- \$300,000	\$301,000- \$500,000
18-39	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow
40-49	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Red
50-55	Yellow	Yellow	Red	Red	Red	Red	Red
56-59	Yellow	Red	Red	Red	Red	Red	Red
60-64	Red	Red	Red	Red	Red	Red	Red

Age	\$50,000	\$51,000- \$100,000	\$101,000- \$150,000	\$151,000- \$200,000	\$201,000- \$250,000	\$251,000- \$300,000	\$301,000- \$500,000
18-39	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow
40-49	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Red
50-55	Yellow	Yellow	Red	Red	Red	Red	Red
56-59	Yellow	Red	Red	Red	Red	Red	Red
60-64	Red	Red	Red	Red	Red	Red	Red

Yellow Complete Statement of Health (SOH). If any "yes" answers on SOH, additional medical information may be required

Grey Complete SOH, Paramedical Exam, Blood Profile and Urinalysis

Red Complete SOH, Paramedical Exam, Blood Profile, Urinalysis and Resting EKG

Children's Rider

Dependent children under age 21 (23 if a full-time student) are eligible for coverage under the Children's Rider. Simply answer a few Statement of Health (SOH) questions. Ages 15 days to 6 months: \$1 per \$1,000 of coverage up to \$5,000. Ages 6 months to 21 years: \$1 per \$5,000 of coverage up to \$25,000. **Or, ask about our individual Children's Term coverage.**

Scholarship Benefit

Families of eligible insureds can benefit from the Charles C. Blanton AFBA Family Survivor College Scholarship. The surviving spouse and children of AFBA eligible members who die as a result of U.S. Government recognized acts of foreign or domestic terrorism, or in operations at the scene of an incident are eligible. The scholarship provides up to \$10,000 per year, per family, up to a total maximum benefit of \$40,000 toward a college degree.

Non-Tobacco Rates

Monthly Contributions (Male/Female)

Age	\$50,000	\$100,000	\$150,000	\$200,000	\$250,000	\$300,000	\$350,000	\$400,000	\$450,000	\$500,000
18-44	\$6.46	\$12.92	\$19.37	\$25.83	\$32.29	\$38.75	\$45.21	\$51.66	\$58.12	\$64.58
45-59	\$13.54	\$27.08	\$40.62	\$54.16	\$67.71	\$81.25	\$94.79	\$108.33	\$121.87	\$135.41
60-69	\$56.66	\$113.33	\$169.99	\$226.66	\$283.22	\$339.99	\$396.65	\$453.32	\$509.98	\$566.64

Tobacco Rates*

18-44	\$9.37	\$18.75	\$28.12	\$37.50	\$46.87	\$56.25	\$65.62	\$75.00	\$84.37	\$93.75
45-59	\$26.04	\$52.08	\$78.12	\$104.16	\$130.20	\$156.24	\$182.28	\$208.33	\$234.37	\$260.41
60-69	\$103.75	\$207.49	\$311.24	\$414.98	\$518.73	\$622.48	\$726.22	\$829.97	\$933.71	\$1,037.46

* A Tobacco User is one who has used tobacco products in the past 12 months.

Coverage continues to age 70 and cannot be canceled as long as contributions are paid. Contributions change on the anniversary of your coverage effective date following entry into a new age group. Contributions are based on current age at enrollment.

Life insurance product underwritten by 5Star Life Insurance Company (A Baton Rouge, Louisiana company). Life insurance product available in all states except New York, the District of Columbia, and all U.S. Territories except Johnston Atoll.



AFBA

Armed Forces Benefit Association

Jack May

248.804.0065

jmay@afba.us

www.afba.com

City Council Poster October 27, 2014

888.757.AFBA Customer Service

RECORD OF TRANSFER/SALE OF SURPLUS, OBSOLETE OR UNUSED SUPPLIES, MATERIALS OR EQUIPMENT

DEFINITIONS

SURPLUS: The amount of supplies, materials or equipment that remain when use or need is satisfied.

UNUSED: Supplies, materials or equipment not put to use.

OBSOLETE: Supplies, materials or equipment no longer in use or no longer useful, but possessing some value.

OBSOLETE WITH ZERO VALUE: Supplies, materials or equipment that are obsolete but which, due to its condition or state of repair, has a zero value and can be destroyed and disposed of as waste.

DESCRIPTION OF PROPERTY: FIRE HOSE (SEE ATTACHED LIST)
(DESIGNATE TYPE, VALUE & INVENTORY #)

SURPLUS: _____ ESTIMATED VALUE: _____

SUPPORTING ESTIMATES OF VALUE ATTACHED YES NO

UNUSED: _____ ESTIMATED VALUE: _____

SUPPORTING ESTIMATES OF VALUE ATTACHED YES NO

OBSOLETE: ESTIMATED VALUE: UNKNOWN

SUPPORTING ESTIMATES OF VALUE ATTACHED YES NO

OBSOLETE WITH ZERO VALUE: _____

VALUE IS ESTIMATED TO BE ZERO BECAUSE: _____

SIGNED: [Signature] DATED: 10/10/14
Brian Coe

Below is a list of hose that I have retired and needs to be disposed of.

17- 3" X 100' - Many of these sections of hose failed hose testing in 2013. They have small "pin hole" leaks and tend to sweat while they are under pressure. While these pieces of hose did not burst under pressure, sweating and pin hole leaks or any water seeping through the weave of the fire hose is a failure. This hose was manufactured in the late 90's and has already been replaced.

3- 2 1/2" X 25" - NFPA 1962 requires any fire hose manufactured prior to 1987 be replaced due to age and high risk of failure. I cant find accurate records on this hose, but I presume it was manufactured in the 70's. This hose has already been replaced.

11- 2 1/2" X 50' - NFPA 1962 requires any fire hose manufactured prior to 1987 be replaced due to age and high risk of failure. This hose was manufactured at various times through the 70's early to mid 80's. This fire hose is a cotton jacketed version which means the cotton jacket will rot if rolled up or re-loaded on a truck while it is wet. This requires an equal amount of hose to be kept in reserve and switched out every time a piece of hose is used. All hose we have purchased since the 90's is either coated or the jacket made of polyester to prevent rot and allows up to reload and roll it up without drying.

21- 1 1/2" X 50' - This hose has a maximum flow of 125 gpm, which is less than the 200 gpm rated flow of our nozzles. NFPA 1962 requires any fire hose manufactured prior to 1987 be replaced due to age and high risk of failure. This hose was manufactured at various times through the 70's early to mid 80's. This fire hose is a cotton jacketed version which means the cotton jacket will rot if rolled up or re-loaded on a truck while it is wet. This requires an equal amount of hose to be kept in reserve and switched out every time a piece of hose is used. All hose we have purchased since the 90's is either coated or the jacket made of polyester to prevent rot and allows up to reload and roll it up without drying.

If you need anything else, please let me know.

Stephen Tabit

Captain/Quartermaster
Swartz Creek Area Fire Department
8100-B Civic Dr.
Swartz Creek, MI 48473
(station) 810 635 2300
(fax) 810 635 7461
(cell) 810 397 3188
scafd4105@comcast.net

OPTIONS TO DISPOSE OF SUPPLIES, MATERIALS OR EQUIPMENT:

___ Transfer to the _____ Department (designate specific City or Township department to receive transfer).

___ Transfer to any Department in the City of Swartz Creek or the Township of Clayton having a need for the same.

To sell the property in accordance with applicable procedures in the event no City or Township Department requests transfer of the same

___ To obtain a determination that the property is obsolete with zero value and to approve its disposition as solid waste.

INSTRUCTIONS:

1. Create an official file entitled DISPOSITION OF PERSONAL PROPERTY or the equivalent and retain records of personal property dispositions according to the retention schedule.
2. If there are any unusual circumstances presenting a hardship or emergency, present information here:

3. The proceeds of any sale (checks made payable to the Swartz Creek Area Fire Department) is deposited through the Treasurer into the Fire Department's "Sale of fixed assets revenue account 3673".

REQUIREMENTS OF SALE

If the estimated value exceeds \$15,000, competitive, sealed bids must be sought.

If the value is estimated to exceed \$1000.00 but less than \$15,000.00, sale may be made by sealed bid or by direct negotiation upon the open market provided that two quotes are obtained and the sale is made to the highest bidder;

If the estimated value is less than \$1,000.00, sale may be made by obtaining quotations, at public auction, or on the open market. Sealed bids are not required.

SIGNED: _____

Bruce Cole

DATED: _____

10/10/14

RECORD OF TRANSFER/SALE OF SURPLUS, OBSOLETE OR UNUSED SUPPLIES, MATERIALS OR EQUIPMENT

DEFINITIONS

SURPLUS: The amount of supplies, materials or equipment that remain when use or need is satisfied.

UNUSED: Supplies, materials or equipment not put to use.

OBSOLETE: Supplies, materials or equipment no longer in use or no longer useful, but possessing some value.

OBSOLETE WITH ZERO VALUE: Supplies, materials or equipment that are obsolete but which, due to its condition or state of repair, has a zero value and can be destroyed and disposed of as waste.

DESCRIPTION OF PROPERTY: STIHL K12 SAW (SUPPHAND06-11) + HONDEZITE (HANSAN
(DESIGNATE TYPE, VALUE & INVENTORY #) (SUPPHAND03-03)

SURPLUS: _____ ESTIMATED VALUE: _____

SUPPORTING ESTIMATES OF VALUE ATTACHED YES NO

UNUSED: _____ ESTIMATED VALUE: _____

SUPPORTING ESTIMATES OF VALUE ATTACHED YES NO

OBSOLETE: ESTIMATED VALUE: UNKNOWN

SUPPORTING ESTIMATES OF VALUE ATTACHED YES NO

OBSOLETE WITH ZERO VALUE: _____

VALUE IS ESTIMATED TO BE ZERO BECAUSE: _____

SIGNED:  DATED: 10/13/14
BRENT COE

OPTIONS TO DISPOSE OF SUPPLIES, MATERIALS OR EQUIPMENT:

Transfer to the _____ Department (designate specific City or Township department to receive transfer).

Transfer to any Department in the City of Swartz Creek or the Township of Clayton having a need for the same.

To sell the property in accordance with applicable procedures in the event no City or Township Department requests transfer of the same

_____ To obtain a determination that the property is obsolete with zero value and to approve its disposition as solid waste.

INSTRUCTIONS:

1. Create an official file entitled DISPOSITION OF PERSONAL PROPERTY or the equivalent and retain records of personal property dispositions according to the retention schedule.
2. If there are any unusual circumstances presenting a hardship or emergency, present information here:

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If the estimated value exceeds \$15,000, competitive, sealed bids must be sought.

If the value is estimated to exceed \$1000.00 but less than \$15,000.00, sale may be made by sealed bid or by direct negotiation upon the open market provided that two quotes are obtained and the sale is made to the highest bidder;

If the estimated value is less than \$1,000.00, sale may be made by obtaining quotations, at public auction, or on the open market. Sealed bids are not required.

SIGNED: _____


BRENT COLE

DATED: _____

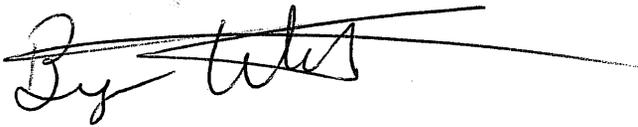
10/13/14

10/12/14

Attention: Fire Chief

Bryan Wistuba- Transfer request

I am moving to the Flint Township area near Beecher and Elms. Just outside the boundaries of the Swartz Creek Area Fire Department. It is approximately 4 miles from station 2. I am currently responding out of station 1. I would like to stay with the Swartz Creek Area Fire dept. and I am requesting a transfer from station 1 to station 2. To continue firefighting with the Swartz Creek Area Fire Department. I am committed to continuing my paid on call fire fighting commitment and I am sure that we can come to mutually agreeable resolution with the transfer request. Thank you in advance for your time and consideration in this matter. Thank You.

A handwritten signature in black ink, appearing to read "Bryan Wistuba", with a long horizontal line extending to the right across the signature.

Bryan Wistuba

(248)660-2181

SWARTZ CREEK AREA FIRE DEPARTMENT

8100 B CIVIC DRIVE
 SWARTZ CREEK, MI 48473

INVOICE

Invoice Number: 101514SC
 Invoice Date: Oct 15, 2014
 Page: 1

Duplicate

Voice: 810/635-2300
 Fax: 810/635-7461

Bill To:
CITY OF SWARTZ CREEK 8083 CIVIC DRIVE SWARTZ CREEK, MI 48473

Ship to:
CITY OF SWARTZ CREEK 8083 CIVIC DRIVE SWARTZ CREEK, MI 48473

Customer ID	Customer PO	Payment Terms	
CITY01		Due at end of Month	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		10/31/14

Quantity	Item	Description	Unit Price	Amount
109.38	FIRE02	FIRE SERVICE 09/2014	14.21	1,553.83

Subtotal	1,553.83
Sales Tax	
Total Invoice Amount	1,553.83
Payment/Credit Applied	
TOTAL	1,553.83

Check/Credit Memo No:

SWARTZ CREEK AREA FIRE DEPARTMENT

8100 B CIVIC DRIVE
 SWARTZ CREEK, MI 48473

INVOICE

Invoice Number: 101514CT
 Invoice Date: Oct 15, 2014
 Page: 1

Duplicate

Voice: 810/635-2300
 Fax: 810/635-7461

Bill To:
CLAYTON TOWNSHIP 2011 MORRISH ROAD SWARTZ CREEK, MI 48473

Ship to:
CLAYTON TOWNSHIP 2011 MORRISH ROAD SWARTZ CREEK, MI 48473

Customer ID	Customer PO	Payment Terms	
CLAY01		Due at end of Month	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		10/31/14

Quantity	Item	Description	Unit Price	Amount
73.38	FIRE02	FIRE SERVICE 09/2014	14.11	1,035.75

Subtotal	1,035.75
Sales Tax	
Total Invoice Amount	1,035.75
Payment/Credit Applied	
TOTAL	1,035.75

Check/Credit Memo No:

**SWARTZ CREEK AREA FIRE DEPARTMENT
BILLS PAID LIST**

					30-Sep-14
DATE:	CHECKS	PAYEE:	AMT	ACCT	TRANSACTION DESCRIPTION
9/8/2014	16755	BRADY'S BUSINESS SYSTEMS	\$44.33	4801	COPIER M/A
9/8/2014	16756	CHARTER COMMUNICATIONS	\$118.92	4850	PHONE/INTERNET STA 2
9/8/2014	16757	DARRYL CHIMKO	\$21.92	22027	PAYROLL GARNISHMENT
9/8/2014	16758	CLAYTON TWP	\$40.51	4920	SEWER STA 2
9/8/2014	16759	SCAFA	\$352.00	22024	ASSOC. DUES
9/8/2014	16760	FRIEND OF THE COURT	\$8.96	22026	CHILD SUPPORT
9/8/2014	16761	ICMA	\$356.63 \$186.50	22023 4708	DF COMP EE PORTION DF COMP ER PORTION
9/8/2014	16762	SUBURBAN AUTO	\$10.99	4741	EQUIPMENT SUPPLIES
9/8/2014	16763	SUPER-FLITE OIL CO	\$122.47	4741	FUEL
9/15/2014	16764	COMCAST	\$184.75	4850	PHONE/INTERNET STA 1
9/15/2014	16765	CONSUMERS ENERGY	\$284.69	4920	UTILITIES STA 2
9/15/2014	16766	ICMA	\$70.00	22023	DF COMP EE PORTION
9/15/2014	16767	MML WORKERS COMP	\$175.00	4960	MEMBERSHIP DUES
9/15/2014	16768	NYE UNIFORM	\$197.40 \$9.61	4976 4727	DRESS UNIFORMS SHIPPING
9/15/2014	16769	P&W SERVICE	\$92.50 \$11.75	4978 4727	PAGER/RADIO REPAIR SHIPPING
9/15/2014	16770	VISA	\$11.33 \$55.79	4727 4728	SHIPPING BUILDING SUPPLIES
9/29/2014	16771	BRADY'S BUSINESS SYSTEMS	\$34.02	4801	COPIER M/A
9/29/2014	16772	CHARTER COMMUNICATIONS	\$118.92	4850	PHONE/INTERNET STA 2
9/29/2014	16773	CITY OF SWARTZ CREEK	\$546.62	4920	UTILITIES STA 1
9/29/2014	16774	FLUSHING LAWN AND TRACTOR	\$783.96 \$42.95	4976 4978	CUT-OFF SAW PURCHASE VENT SAW REPAIR
9/29/2014	16775	GENERAL TOWING	\$60.00	4801	41-26
9/29/2014	16776	ICMA	\$70.00	22023	DF COMP EE PORTION
9/29/2014	16777	JACK KING	\$106.15	4960	MILEAGE
9/29/2014	16778	SPEEDY MUFFLER & BRAKE	\$229.35	4978	41-26 TRANSMISSION LINES
			\$2,208.86	22021	SOC SEC PAYABLE
			\$316.24	22022	STATE TAX PAYABLE
			\$5,820.53	1002	PAYROLL
		TOTAL	\$12,693.65		

VOID CHECKS:

The Swartz Creek Area Fire Department



2015 Budget

October 21, 2014

Swartz Creek Area Fireboard
City of Swartz Creek
Charter Township of Clayton

Dear Sirs:

Attached, you will find the 2015 Proposed Budget for the Swartz Creek Area Fire Department (SCAFD). On August 28, 2014, a meeting was held with City Manager Zettel, Township Supervisor Gehringer, Township Treasurer Caruso, Accountant Clerical Specialist Borse, Assistant Chief Merriam and myself. The results of the meeting produced the attached document. The 2015 gross budget amount is now **\$300,234.50, which is a 8.58% increase from 2014.** The 2014 budget is \$276,505.00. The line item that was originally created to purchase the new apparatus loose equipment (\$43,000.00) was moved to Fire Equipment-Maintenance/Repair/Upgrades (Acct.#978) and cut approximately in half. The remaining amount associated with loose equipment will be presented for purchase in 2016. In addition, quotes were received, at the suggestion of Clayton Township, for term life insurance for personnel. Those amounts are included in line item 4910.

An apparatus replacement schedule is included with the budget packet. Based on communications made during the recent apparatus purchase, a multi-purpose pumper tanker, is scheduled to be ordered in 2019, with delivery in 2020, five (5) years from the current purchase. Provisions for replacing Grass 27 and Squad 26 are based on an "as needed" basis since the amount associated with a purchase for each unit, compared to a pumper, is less than 25% or under \$100,000 per unit. A 4 door crew cab 1 ton diesel pickup truck generally can be purchased under \$75,000. Unit prices beyond the 2019 are based on the 2008 department evaluation.

Recent developments, associated with station 2, include the donation of land adjacent to the rear parking lot, that allows access to Corunna Rd. It is hopeful, enough aggregate will be provided to raise the current rear parking lot to minimize the standing water at the west end.

Respectfully Submitted,

Brent Cole
Fire Chief

D:\Cole\Fireboard\Budget\2015\2015 Budget Introduction Letter .doc

2015 BUDGET

2015 BUDGET BREAKDOWN:

Acct# 703 Social Security \$11,542.50 (+642.50)

2012 Actual	\$10,900.00		
2013 Actual	\$11,284.19		
2014 Budget	\$10,900.00		
Chief Salary/Acct Wage			\$46,750.00
Officers			\$15,672.00
Main/Train			\$11,440.00
Firefighters			\$77,000.00
TOTAL	\$150,862.00	0.0765	\$11,540.94

Acct# 704 Staff: Chief & Acct/Clerical Specialist Wages \$46,750.00 (+1050.00)

2012 Actual	\$39,603.63		
2013 Actual	\$42,510.65		
2014 Budget	\$45,700.00		
Chief Salary	\$23.50 x 25hrs x 52 wks	<i>2% raise last raise 2013</i>	\$30,550.00
Acct. Wage	\$13.50 x 24hrs x 50wks	<i>4% raise last raise 2013</i>	\$16,200.00
TOTAL			\$46,750.00

Acct# 705 Maint. & Train. Wages \$11,440.00 (+140.00) *last raise 2013*

2012 Actual	\$11,222.80		
2013 Actual	\$12,351.00		
2014 Budget	\$11,300.00		
Truck Maintenance Salary			\$3,200.00
Quarter Master Salary			\$1,900.00
Training Salary			\$2,600.00
Firefighter Labor:			
Hose Testing	\$10/hr		\$1,040.00
Hall/Apparatus Duties	\$8/hr		\$2,700.00
TOTAL			\$11,440.00

Acct# 706 Officer Salary \$15,672.00 (+172.00) *last raise 2013*

2012 Actual	\$15,000.00		
2013 Actual	\$15,480.00		
2014 Budget	\$15,500.00		
Asst. Chief (1)	\$217/mth		\$2,604.00
Batt. Chief (1)	\$187/mth		\$2,244.00
Captain (2)	\$334/mth		\$4,008.00
Lieutenant (4)	\$568/mth		\$6,816.00
Sergeant (3)			\$0.00
TOTAL			\$15,672.00

2015 BUDGET

Acct# 727 Office Supplies		\$1,500.00 (+250.00)
2012 Actual	\$1,041.09	
2013 Actual	\$1,083.16	
2014 Budget	\$1,250.00	
Supplies (forms, envelopes, pens, etc...)		\$700.00
Postage (stamps, special mailings)		\$300.00
Shipping		\$455.00
Sam's Club Membership		\$45.00
TOTAL		<u>\$1,500.00</u>

Acct# 728 Building Supplies		\$850.00 (No Change)
2012 Actual	\$717.66	
2013 Actual	\$1,090.86	
2014 Budget	\$850.00	
Paper Products		\$200.00
Cleaning Products		\$80.00
Light Bulbs		\$40.00
Keys		\$300.00
Repairs/Updates		\$80.00
Rehab Supplies		\$150.00
TOTAL		<u>\$850.00</u>

Acct# 741 Equipment Supplies		\$8,000.00 (+1000.00)
2012 Actual	\$7,711.31	
2013 Actual	\$8,763.94	
2014 Budget	\$7,000.00	
Fuel		\$5,350.00
Filters		\$300.00
Oil		\$250.00
Small Tools		\$400.00
Misc. Supplies		\$1,700.00
TOTAL		<u>\$8,000.00</u>

Acct# 801 Contract Services		\$9,335.00 (+1935.00)
2012 Actual	\$9,556.45	
2013 Actual	\$6,292.24	
2014 Budget	\$7,400.00	
Emergency Excavating/Towing		\$300.00
Auditing Service		\$4,095.00
Maintenance Agreement-Copier		\$540.00
Legal Service		\$1,800.00
Personnel Photos		\$100.00
Snow Removal		\$1,500.00
Lawn Mowing		\$1,000.00
TOTAL		<u>\$9,335.00</u>

2015 BUDGET

Acct# 850 Communications		\$3,670.00 (-130.00)
2012 Actual	\$2,925.08	
2013 Actual	\$3,649.07	
2014 Budget	\$3,800.00	
Web Site Domain Name (renew in 2020)		\$0.00
Web Site Domain Hosting		\$70.00
Cell Phone		\$0.00
Phones/Internet Access		\$3,600.00
TOTAL		<u>\$3,670.00</u>

Acct# 910 Insurance		\$28,775.00 (+5400.00)
2012 Actual	\$19,702.00	
2013 Actual	\$15,440.50	
2014 Budget	\$23,375.00	
Michigan Par Plan		\$12,500.00
Worker's Compensation		\$10,700.00
Term Life Insurance		\$5,400.00
MML Membership		\$175.00
TOTAL		<u>\$28,775.00</u>

Acct# 920 Utilities		\$14,000.00 (+1000.00)
2012 Actual	\$11,318.66	
2013 Actual	\$12,054.72	
2014 Budget	\$13,000.00	
Water/Sewer		\$1,000.00
Gas/Electric		\$13,000.00
TOTAL		<u>\$14,000.00</u>

Acct# 960 Education & Training		\$4,910.00 (+290.00)
2012 Actual	\$9,516.64	
2013 Actual	\$6,616.88	
2014 Budget	\$4,620.00	
FIREFIGHTER TRAINING		
Misc. FF Classes		\$2,000.00
ADVANCED TRAINING		
Officer Classes		\$500.00
CERTIFICATIONS		
CPR		\$60.00
Viking Level II Tech Class (2yr certification due 2015)		\$0.00
MEMBERSHIPS		
Michigan Fire Chiefs		\$85.00
Genesee Co. Fire Chiefs \$60 ea x 3 + \$125 dept		\$305.00
Shiawassee Co. Firefighters		\$75.00
Mi State Fireman's Assoc \$30 ea x37 + \$75 dept		\$1,185.00
TRAINING SUPPLIES		
		\$200.00
FIRE PREVENTION		
Misc. Materials/handouts/DVDs to replace worn out VHS tapes		\$500.00
TOTAL		<u>\$4,910.00</u>

2015 BUDGET

Acct# 970 Office Equipment **\$240.00 (No Change)**

2012 Actual	\$379.92	
2013 Actual	\$364.96	
2014 Budget	\$240.00	
Upgrades/Repairs		\$240.00
TOTAL		<u>\$240.00</u>

Acct# 976 Fire Equipment **\$12,475.00 (+4725.00)**

2012 Actual	\$18,633.67	
2013 Actual	\$14,742.89	
2014 Budget	\$7,750.00	
Securitex Turn Out Gear (4)		\$10,000.00
Personal Protection Items		\$1,000.00
Uniforms		\$1,100.00
10 yr Anniversary Helmet (3)		\$375.00
TOTAL		<u>\$12,475.00</u>

Acct# 978 Fire Equipment-Maint/Repair/Upgrades **\$41,620.00 (No Change)**

2012 Actual	\$23,183.73	
2013 Actual	\$15,661.14	
2014 Budget	\$41,620.00	
Truck Repair		\$5,400.00
Jaws Pump Maint		\$1,600.00
Air Compressor M/A		\$1,000.00
Turn-Out Gear Repair/Cleaning		\$900.00
Ladder Certification		\$450.00
Annual Pump Test/Maint		\$1,600.00
Pager/Radio Repair		\$300.00
SCBA Repair		\$2,100.00
First Aid Kit (restock)		\$200.00
Fire Extinguishers Maint		\$400.00
Misc. Equipment Repair		\$2,000.00
Posi Check Calibration	**potential split 50/50 with GTFD	\$650.00
OHD Facemask Fit Equipment	**potential split 4 ways with GTFD,MTFD, ATFD	\$750.00
Leather Fire Boots (10)		\$3,000.00
New Apparatus Equipment	**partial purchase	\$21,270.00
TOTAL		<u>\$41,620.00</u>

Acct# 982 Loose Equipment **\$0.00**

2012 Actual	\$0.00	
2013 Actual	\$0.00	
2014 Budget	\$0.00	
TOTAL		<u>\$0.00</u>

2015 BUDGET

Acct# 984 Computer Hardware/Repairs		\$1,000.00 (+200.00)
<hr/>		
2012 Actual	\$49.88	
2013 Actual	\$0.00	
2014 Budget	\$800.00	
Computer/Monitor upgrades		\$500.00
Upgrades/Repairs		\$500.00
TOTAL		<u>\$1,000.00</u>

Acct# 988 Computer Software/Upgrades		\$1,200.00 (No Change)
<hr/>		
2012 Actual	\$405.30	
2013 Actual	\$1,191.00	
2014 Budget	\$1,200.00	
Fire Tools Upgrade		\$400.00
Peachtree Upgrade (due 2014)		\$800.00
TOTAL		<u>\$1,200.00</u>

Swartz Creek Area Fire Department 2015 Budget Explanation List:

~October 20, 2014~

976 Fire Equipment:

#	Cost	Description
4	10,000	Sets of Securitex turn out gear for replacement in case of damage or sizing for new hires.
	1,000	New Misc Gear (personal protective items for new recruits)
	1,100	Dress uniform needs. Each firefighter that comes off probation should receive a dress uniform, to properly represent the SCAFD. This will provide adequate coverage for new personnel and worn out uniform pieces that need replacement.
3	375	Anniversary helmets (Those that reach their 10 th Anniversary are presented with a traditional helmet.)

Total Fire Equipment = \$12,475.00

978 Fire Equip.-Maintenance/Repair/Upgrades

5,400	Unclassified truck repair.
1,600	Jaws Pump Annual Maintenance program (Amkus recommends that the units have the oil changed & tools be inspected/repared annually for optimum usability. Due to liability, it is recommended that a qualified factory company inspect & maintain our rescue tools.)
1,000	Breathing Air Compressor Maintenance (an ongoing MiOSHA requirement to insure the air that the SCBA bottles are filled with is not contaminated)
900	Turn out gear repair and cleaning (When cost effective, gear that has been damaged beyond local means to repair or clean, can be returned to usable condition. Each garment is analyzed to determine the cost effectiveness of repair, of which this cost would be taken from this fund. In addition, a new SOG has been added that requires employees to wash their gear on a regular basis to provide optimum gear protection.)
450	Ladder Certification (An annual cost associated with the MiOSHA & NFPA requirement)
1,600	Annual Engine Pump testing (An annual cost associated with NFPA requirements).
300	Pager/radio repair (Pagers will malfunction at times.)
2,100	SCBA repair (Our SCBA require a six year replacement of certain parts. This amount will also cover parts associated with the frame, bottles & face masks.)
200	First Aid Kit (Restock of used items & replacement of expired.)
400	Department fire extinguisher maintenance (yearly inspections are required)
2,000	Misc. Equipment Repairs (hand tools, power equipment & etc)
650	SCBA Posi-Check Maintenance (Annual re-certification of testing equipment. This was shared with Gaines Township Fire in 2013. However, they always have the option to not participate.)
750	Fit Testing Maintenance (Annual re-certification. This is being shared with Atlas Township, Gaines Township and Mundy Township. However, they

		always have the option to not participate.)
10	3,000	Replace rubber fire boots with leather as deemed necessary. (This is an on going replacement process. Boots were purchased in 2014 as part of the replacement process.
	21,270	New apparatus loose equipment (This amount is approximately half of what it will take to equip the new apparatus. The remaining amount will be requested in the 2016 budget.)

Total Maintenance/Repair = \$41,620.00

984 Computer Hardware (Repairs/Upgrades):

Cost	Description
500	Computer Upgrades (Amount to cover aging monitors, CPU's and misc. hardware)
500	Repairs and/or replacement of miscellaneous items such as mice, keyboards, hard drives, and etc.

Total Computer Hardware (Repairs/Upgrades) = \$1,000.00

988 Computer Software (New/Upgrades):

Cost	Description
400	FireTools user fee. (FireTools charges the SCAFD this amount yearly. It includes all upgrades associated with the program.)
800	SAGE Business Care (Yearly tax support and updates.)

Total Computer Software (New/Upgrades) = \$1,200.00

999 CIFP (Capital Improvement Fund Program) Contributions:

Cost	Description
0	No provisions have been made to contribute. The only funding, at this time, is to deposit any fund balance into a separate account for future consideration.

Total CIFP Contribution = \$.00

Swartz Creek Area Fire Department
2015 Fire Apparatus Purchase Schedule
October 20, 2014

New or Replacement Year	Purchased New Year	Original Cost	Service Years When Replaced	Apparatus Description	Rig #	Replacement / Additional Apparatus	Projected Cost
TBD	1993	24,290	TBD	1993 Chev Crew Cab; traffic control unit	41-26	When Unit is no longer operable.	Unknown
TBD	1979	25,000	TBD	1979 Dodge Grass Unit, removable skid unit	41-27	When unit is no longer operable, replace with 1 ton crew cab pickup & install skid unit from current Dodge Pumper Tanker, 1,500 GPM pump, 3,000 gal tank	Unknown
2020	1991	180,681	25	1991 Pierce, 1500 GPM pump, 1000 gal tank	41-22		580,000 (1)
N/A	1992	71,235	N/A	1992 International, 5000 gallon tanker	41-23	Place in reserve, maintain until no longer usable	N/A
2023	1998	215,366	25	1998 Pierce, 1500 GPM pump, 750 gal. tank	41-11	1500 GPM pumper, 750 gal. tank	885,649 (2)
2025	1999	227,919	26	1999 Pierce, 1500 GPM pump, 750 gal tank	41-21	1500 GPM pumper, 750 gal. tank	947,645 (2)
2035	2015	470,176	20	2015 Rehab Pumper, 1,500 GPM pump, 750 gal tank	41-12	Rehab pumper, 1,500 GPM pump, 750 gal tank	Unknown

(1) Price based on cost received from Pierce in 2014 of \$500,000 and adding 3% increase per year. Based on purchase in 2019 and deliver in 2020.

(2) Cost estimate courtesy of Rehmann Robson 2001

TBD = To be determined

Agent	Company	Quote Received	FREE \$5000 policy	\$25,000 Policy	\$50,000 Policy	Age Based Premium	Age Based Benefit Reduction
Jack May	AFBA	Yes	Firefighters, Staff, & Fireboard to age 60 are eligible	No	\$402.70/mth*	18-44 \$6.46 45-59 \$13.54 60-69 \$56.66	No
Gary Jarvis	Security First Benefits	Yes	No	\$332/mth	\$599/mth	No	To 65% at age 65 To 50% at age 70 To 35% at age 75
Mark Silverthorn	Bishop Airport	No					
Norm Bamberger	Stevenson Company	No					
Shelly Horkey	Blackmore Rowe	No					
Robin Wayco	MSFA	No					
	City of Swartz Creek	No					
	Clayton Twp	No					

*Could increase depending on tobacco use of firefighters.

SWARTZ CREEK, MICHIGAN

STREET CLOSURE APPLICATION

DATE OF REQUEST: 10/16/14 ²⁰⁰ 2014

SPONSOR ORGANIZATION SWARTZ CREEK AREA FIREFIGHTERS INC

AUTHORIZED REPRESENTATIVE: BURT BOE, SEC/TRES.

WORK ADDRESS: 6100-B CIVIC DR. HOME ADDRESS: 1411 HOUSTON DR.

PHONE NO: WORK (810) 635-2300 HOME: () CELL: (810) 691-2641

TYPE OF EVENT: PARADE* (DRAW ROUTE ON ATTACHED MAP)
 CARNIVAL CRAFT SHOW
 STREET DANCE CONCERT
 OTHER: _____

DATE OF EVENT: 12, 6, 14 TIME OF EVENT: FROM: 6:00 AM / PM
TO: 7:00 AM / PM

ESTIMATED NUMBER OF PARTICIPANTS: 30 ENTRIES

ROADS REQUESTED TO BE CLOSED: ** MILLER RD.

The applicant agrees, as a condition of the granting of this permit, to hold the City of Swartz Creek, it's officers, employees, and agents harmless from any liability from any injuries caused to persons or property in connection with this event. To that end, the applicant shall provide the City with evidence of insurance for such liability in an amount determined adequate by the City Attorney, but in no case less than \$1,000,000/2,000,000 aggregate and the City of Swartz Creek shall be named as an insured party on said policy. The policy shall also contain a provision providing the City with ten (10) days written notice of cancellation.

For: SWARTZ CREEK AREA FIREFIGHTERS By: [Signature]
(Organization) (Authorized Representative)

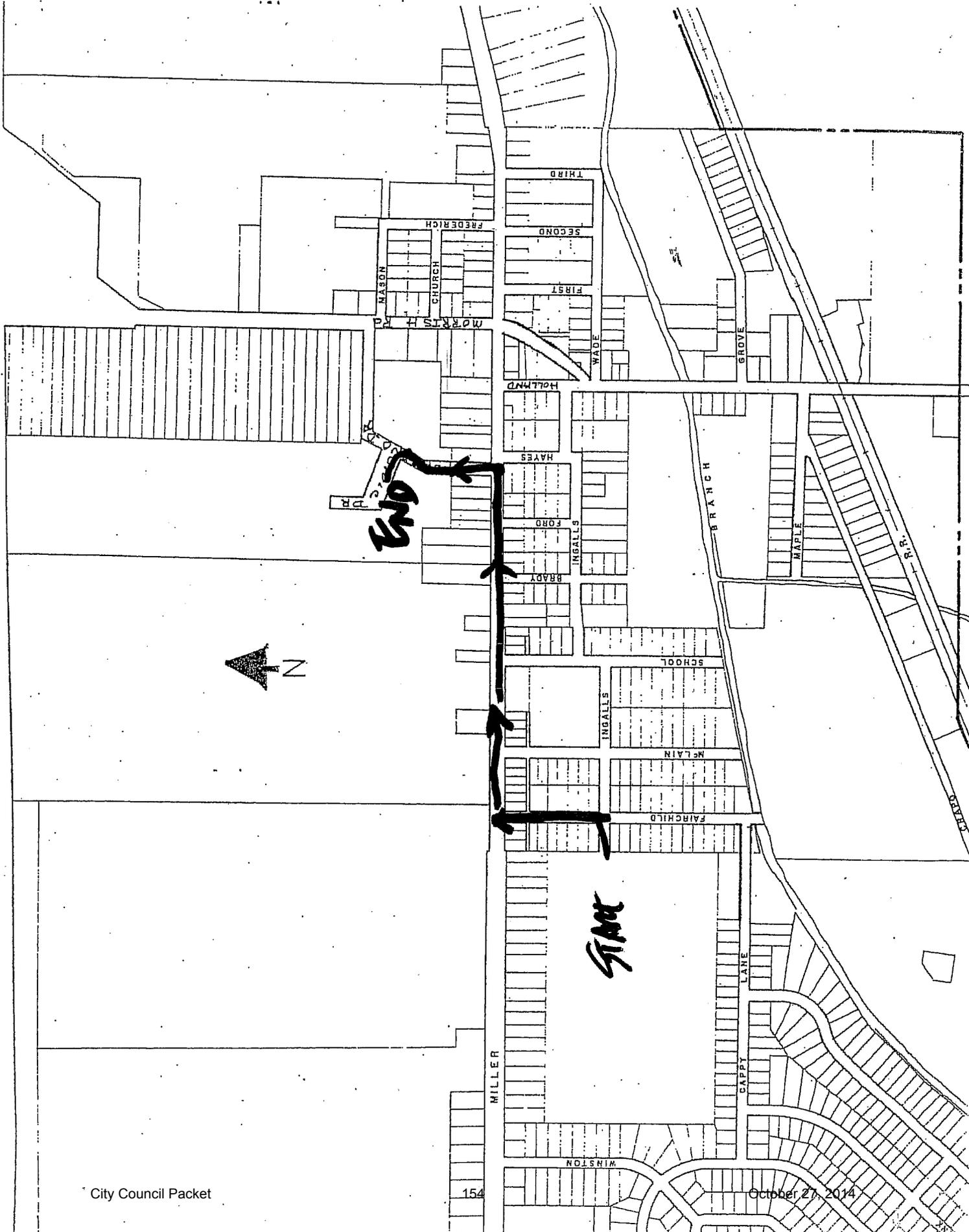
APPROVED BY: [Signature]
(Chief of Police)

APPROVED
Chief Rick Ciolinger
City of Swartz Creek

* The throwing of any item(s) from any vehicle during the course of a parade is strictly prohibited and violations may result in criminal prosecution and/or the denial of future permit applications.

**The Chief of Police reserves the right to determine the length of time that any street(s) remain(s) closed to traffic.

THIS REQUEST AND ALL REQUIRED ASSOCIATED DOCUMENTS MUST BE SUBMITTED TO THE OFFICE OF THE CHIEF OF POLICE NO LATER THAN 30 DAYS PRIOR TO EVENT DATE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stevenson Company 43422 West Oaks Drive, # 300 Novi, Michigan 48377		CONTACT NAME: PHONE (A/C, No, Ext): (248) 650-2736 FAX (A/C, No): (248) 650-2740 E-MAIL ADDRESS: ebusiness@jbuckco.com	
INSURED Swartz Creek Area Fire Department 2200-B Civic Drive Swartz Creek, MI 48473		INSURER(S) AFFORDING COVERAGE INSURER A: U. S. Specialty Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY * COMMERCIAL GENERAL LIABILITY CLAIMS-MADE * OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: * POLICY * PRO-JECT * LOC	*		HMTP-212103RW	1-1-14	1-1-15	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 500,000 MED. EXP. (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ included GENERAL AGGREGATE \$ 7,000,000 PRODUCTS - COMP/OP AGG \$ included
A	AUTOMOBILE LIABILITY ANY AUTO * ALL OWNED AUTOS * HIRED AUTOS * SCHEDULED AUTOS * NON-OWNED AUTOS *	*		HMTP-212103RW	1-1-14	1-1-15	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB * EXCESS LIAB * OCCUR * CLAIMS-MADE * DED * RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER, EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS * OTHER * E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 he certificate holder is considered an additional insured with respects to the hristmas Parade held December 6, 2014 on City of Swartz Creek property. A 30 day otice of cancellation applies!

CERTIFICATE HOLDER City of Swartz Creek 8083 Civic Drive Swartz Creek, MI 48473	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF WASTE MANAGEMENT AND RADIOLOGICAL PROTECTION

FOR STATE USE ONLY	
Date Received	Application Number

**LETTER OF INTEREST FOR SCRAP TIRE MARKET DEVELOPMENT
GRANT PROGRAM FUNDING - FISCAL YEAR 2014-2015**

For additional information, contact the Michigan Department of Environmental Quality, Office of Waste Management and Radiological Protection, Solid Waste Section, at 517-284-6588.

Applicant Name: City of Swartz Creek	
Street Address: 8083 Civic Drive	
City/State/ZIP Code: Swartz Creek, MI 48473	
Michigan Corporate ID#:	
Project Location (if different than above): N/A	
Telephone Number: (810) 635-4464	E-mail Address: azettel@cityofswartzcreek.org
Contact Person: Adam Zettel	
Funding Requested for: Scrap Tires <input type="checkbox"/> Equipment <input type="checkbox"/> Research and Development <input checked="" type="checkbox"/>	
Funding Requested/Project Cost:	
1. Amount of funding requested for scrap tires only:	\$.00
2. Amount of funding requested for equipment and/or research and development:	\$ 498,934.00
3. Total amount of grant funding requested (to be REIMBURSED to the grantee) (= lines 1 + 2):	\$ 498,934.00
4. Total amount of matching funds committed by applicant (only required for equipment and/or research and development):	\$ 498,934.00
5. Total project cost (total amount of funding requested AND matching funds committed):	\$ 997,868.00
Eligibility Criteria: Your responses to the following questions will determine your eligibility as outlined on Page 2 of the grant application packet. You must be able to answer "yes" to all the following in order to be further considered for funding. Please check yes or no for each of the following questions:	
Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
Narrative Description: Please attach no more than 2 pages describing the following:	
Scrap Tire Funding: Describe the method used to process scrap tires and the end use of the processed scrap tires.	
Equipment and/or Research and Development: Please include a detailed sketch or diagram that illustrates existing process or related equipment, the new process, and modifications and/or equipment proposed as part of your project; a proposed project time line, and the following: <ul style="list-style-type: none"> • A brief summary of the project. • Why the project should be funded. • A projected quantity of scrap tires to be used in the project and from where the scrap tires will come. 	
APPLICANT SIGNATORY	I, the undersigned applicant, swear and affirm, under penalty of law, that the statements contained herein are true and correct and that the removal, transportation, storage, and disposal of scrap tires will be performed in accordance with the requirements of Part 169. I certify under penalty of law that the information contained on this form, to the best of my knowledge and belief, is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment.
	PRINT NAME <u>Adam Zettel</u>
	SIGNATURE _____ DATE _____
PLEASE SUBMIT THE COMPLETED ORIGINAL LETTER OF INTEREST AND ALL ATTACHMENTS TO:	
Scrap Tire Regulatory Program Office of Waste Management and Radiological Protection Michigan Department of Environmental Quality P.O. Box 30241 Lansing, Michigan 48909-7741	Overnight Mailing Address: Constitution Hall, 4 South 525 West Allegan Street Lansing, Michigan 48933

2015 CITY OF SWARTZ CREEK - SCRAP TIRE MARKET DEVELOPMENT GRANT

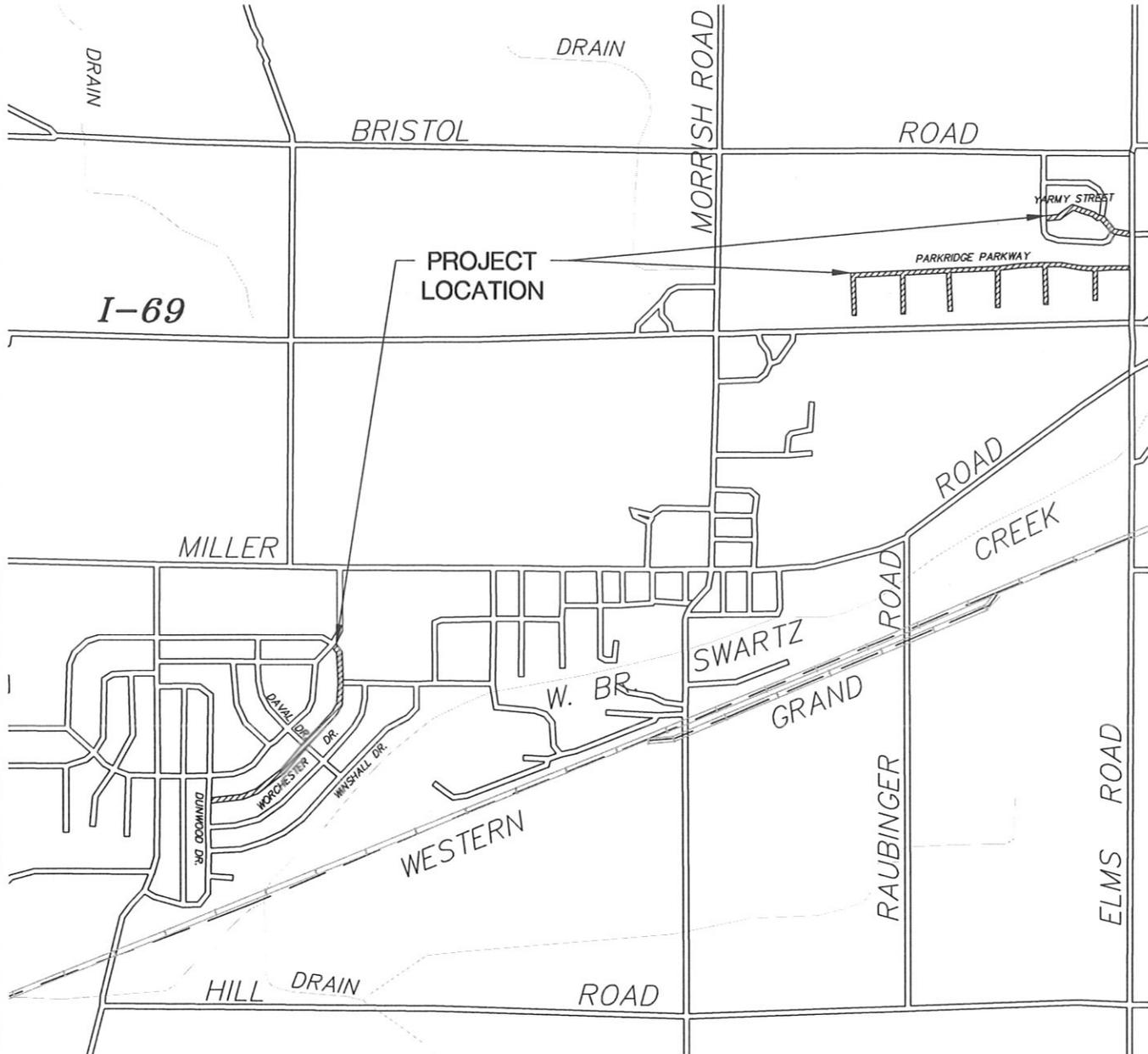
NARRATIVE

1. Project Summary- The City of Swartz Creek seeks funding for the paving of two local streets and a subdivision. Construction on Yarmy Street will include several joint and patch repairs followed by milling at a depth of $\frac{3}{4}$ " and the placement of $\frac{3}{4}$ " of pavement. Worchester Drive will be fully reconstructed, resulting in 7" of asphalt over 6" of an aggregate base. The subdivision of Park Ridge will be milled and repaved on the portion of Park Ridge Parkway from Elms Road to Silver Maple Lane – this portion will also include several joint repairs. A slurry seal will be applied to the remainder of Park Ridge Parkway and the adjacent streets within the subdivision; these streets include Hickory Lane, Birch Lane, Mountain Ash Court, Red Oak Lane, Locust Lane, and Silver Maple Lane. All paving and slurry sealing will be completed with rubber modified product.
2. Why the project should be funded – If the City is awarded a Scrap Tire Market Development Grant, this will be the second project using rubberized asphalt in Swartz Creek. Although rubberized asphalt has been utilized by villages and cities throughout Michigan as an overlay, the City of Swartz Creek seeks to expand its usability by way of a tire rubber modified slurry seal. Because of the high percentage of crumb rubber present in this modified slurry seal, it is estimated that a staggering 2,000 tires are used per ton of material compared with 1 tire per ton of traditional rubber modified asphalt. By utilizing scrap tires in the rubber modified product, this project will help reduce the surplus of scrap tire piles, which is consistent with the goals of the MDEQ.
3. Projected Quantity / Source – The total asphalt quantity is estimated at 3,780 tons, from this it is expected that 3,780 scrap tires will be incorporated into the asphalt binder mix. The total slurry quantity is estimated at 102 tons. From this figure it is estimated that scrap tires will make up 10% of this quantity by weight, resulting in an estimated 2,025 scrap tires. These two products will result in a total of 5,805 scrap tires being used. All material will come from one of the approved Michigan Scrap Tire Processing plants.

Q:\Engineering\Civil Utilities\Scrap Tire Grant docs\2014-2015 Fiscal Year Scrap Tire\Swartz Creek\Supporting Documents\2014-2015 Swartz Creek LOI Summary.docx

CITY OF SWARTZ CREEK 2015 SCRAP TIRE GRANT

GENESEE COUNTY, MICHIGAN



LOCATION MAP



**PROPOSED PROJECT
LOCATION**



**ROWE PROFESSIONAL
SERVICES COMPANY**

The ROWE Building
540 S. Saginaw St., Ste. 200; P. O. Box 3748
Flint, MI 48502
O: (810) 341-7500
F: (810) 341-7573
www.rowepsc.com

PREPARED FOR:
CITY OF SWARTZ CREEK
LOCATION MAP
PROPOSED PROJECT

PLAN NO. _____ 05C0186
DATE: _____ OCTOBER 2014
PROJECT MGR: _____ L.P.F.
REVIEWER: _____ S.C.D.
SCALE: _____ NONE _____ SHEET NO: 1 OF 1

**SUBSTITUTE FOR
HOUSE BILL NO. 4271**

A bill to regulate medical marihuana provisioning centers and other related entities; to provide for the powers and duties of certain state and local governmental officers and entities; to provide immunity for persons engaging in medical marihuana-related activities in compliance with this act; to prescribe penalties and sanctions and provide remedies; and to allow the promulgation of rules.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 Sec. 1. This act shall be known and may be cited as the
2 "medical marihuana provisioning center regulation act".

3 Sec. 2. As used in this act:

4 (a) "Debilitating medical condition" means that term as
5 defined in section 3 of the Michigan medical marihuana act, MCL
6 333.26423.

1 (b) "Excluded felony offense" means a felony involving illegal
2 drugs. Excluded felony offense does not include a conviction for
3 activity allowed under the Michigan medical marihuana act or this
4 act, even if the activity occurred before the enactment of this act
5 or the Michigan medical marihuana act.

6 (c) "Marihuana" means that term as defined in section 3 of the
7 Michigan medical marihuana act, MCL 333.26423.

8 (d) "Medical marihuana" means marihuana for medical use as
9 that term is defined in section 3 of the Michigan medical marihuana
10 act, MCL 333.26423.

11 (e) "Medical marihuana provisioning center" or "provisioning
12 center" means a commercial entity located in this state that
13 acquires, possesses, manufactures, delivers, transfers, or
14 transports medical marihuana and sells, supplies, or provides
15 medical marihuana to registered qualifying patients, directly or
16 through the patients' registered primary caregivers. Provisioning
17 center includes any commercial property where medical marihuana is
18 sold to registered qualifying patients and registered primary
19 caregivers. The location used by a primary caregiver to assist a
20 qualifying patient connected to the caregiver through the
21 department's medical marihuana registration process in accordance
22 with the Michigan medical marihuana act is not a provisioning
23 center for purposes of this act.

24 (f) "Michigan medical marihuana act" means the Michigan
25 medical marihuana act, 2008 IL 1, MCL 333.26421 to 333.26430.

26 (g) "Municipality" means a city, township, or village.

27 (h) "Paraphernalia" means drug paraphernalia as defined in

House Bill No. 4271 (H-3) as amended December 11, 2013

1 section 7451 of the public health code, 1978 PA 368, MCL 333.7451,
2 that is or may be used in association with medical marihuana.

3 (i) "Provisioning center agent" means a principal officer,
4 board member, employee, or operator, or any other individual acting
5 as an agent of a provisioning center.

6 (j) "Registered primary caregiver" means a person who has a
7 valid, unexpired registry identification card as a primary
8 caregiver or who satisfies the criteria listed in section 9(b) or
9 (c) of the Michigan medical marihuana act, MCL 333.26429, and
10 possesses the documentation that constitutes a valid registry
11 identification card under that section.

12 (k) "Registered qualifying patient" means a person who meets
13 any of the following requirements:

14 (i) Has a valid, unexpired registry identification card as a
15 qualifying patient.

16 (ii) Satisfies the criteria listed in section 9(b) or (c) of
17 the Michigan medical marihuana act, MCL 333.26429, and possesses
18 the documentation that constitutes a valid registry identification
19 card under that section.

20 (l) "Registry identification card" means that term as defined
21 in section 3 of the Michigan medical marihuana act, MCL 333.26423.

22 (m) "Safety compliance facility" means an entity that tests
23 marihuana produced for medical use for contaminants.

24 (n) "Safety compliance facility agent" means a principal
25 officer, board member, employee, operator, or agent of a safety
26 compliance facility.

27 [

House Bill No. 4271 (H-3) as amended December 11, 2013

1

2

3 (o) "Usable marihuana" means the dried leaves, flowers, plant
4 resin, or extract of the marihuana plant and any mixture or
5 preparation thereof, but does not include the seeds, stalks, or
6 roots of the plant or any inactive substance used as a delivery
7 medium for usable marihuana.

8 (p) "Visiting qualifying patient" means a patient who is not a
9 resident of this state or who has been a resident of this state for
10 less than 30 days and who possesses a registry identification card,
11 or its equivalent, that was issued under the laws of another state,
12 district, territory, commonwealth, or insular possession of the
13 United States and that allows the use of medical marihuana by the
14 patient.

15 Sec. 3. (1) Except as otherwise provided in this act, if a
16 provisioning center has been granted any applicable required
17 municipal registration or license and is operating in compliance
18 with this act and any applicable municipal ordinance, the
19 provisioning center and the provisioning center agents acting on
20 its behalf are not subject to any of the following for engaging in
21 activities described in subsection (2):

22 (a) Criminal penalties under state law or local ordinances.

23 (b) State or local civil prosecution.

24 (c) Search or inspection, except for an inspection authorized
25 by the municipality.

26 (d) Seizure.

27 (e) Any sanction, including disciplinary action or denial of a

1 right or privilege, by a business or occupational or professional
2 licensing board or bureau.

3 (2) Activities that are exempt from regulation and sanctions
4 under subsection (1) include all of the following:

5 (a) Purchasing, receiving, selling, or transferring marihuana
6 from or to visiting qualifying patients, registered qualifying
7 patients, registered primary caregivers, or provisioning centers.

8 (b) Purchasing or receiving medical marihuana from 1 or more
9 other provisioning centers if purchasing or receiving medical
10 marihuana from the provisioning center is not prohibited by the
11 municipality where the provisioning center is located.

12 (c) Purchasing or receiving medical marihuana from a
13 registered qualifying patient or a registered primary caregiver if
14 purchasing or receiving medical marihuana from a registered
15 qualifying patient or registered primary caregiver is not
16 prohibited by the municipality where the provisioning center is
17 located and if the amount purchased does not exceed the registered
18 qualifying patient's or registered primary caregiver's medical
19 marihuana possession limits under the Michigan medical marihuana
20 act.

21 (d) Processing medical marihuana.

22 (e) Possessing or manufacturing paraphernalia.

23 (f) Possessing medical marihuana processed by the provisioning
24 center or obtained pursuant to subdivision (a) or (b) on the
25 provisioning center premises or while the medical marihuana is
26 being transported pursuant to this section.

27 (g) Processing or manufacturing nonsmokable forms of medical

1 marihuana.

2 (h) If not prohibited by municipal law, transporting medical
3 marihuana between the provisioning center and another provisioning
4 center or a safety compliance facility.

5 (i) Transporting or delivering medical marihuana or
6 paraphernalia to the residence of a registered qualifying patient
7 or a registered primary caregiver if transportation and delivery
8 are not prohibited by the municipality in which the transportation
9 and delivery occur.

10 (j) Supplying, selling, providing, transferring, or delivering
11 medical marihuana, paraphernalia, or related supplies and
12 educational materials in compliance with the procedures and
13 limitations detailed in section 7(11) to (13) and the testing and
14 labeling requirements in section 7(4).

15 Sec. 3a. An entity that, on the effective date of this act, is
16 operating in this state as a provisioning center, is operating and
17 continues to otherwise operate in compliance with this act, and is
18 not prohibited by any applicable municipal ordinance may continue
19 to operate as a provisioning center under this act. An entity
20 described in this section is considered a provisioning center under
21 this act, and the entity and the agents acting on its behalf are
22 eligible for the immunity provided in this act and are subject to
23 the penalties, sanctions, and remedies prescribed or provided in
24 this act.

25 Sec. 4. (1) Except as otherwise provided in this act, a safety
26 compliance facility that has been granted any applicable required
27 municipal registration or license and is operating in compliance

1 with any applicable municipal ordinance and this act is not subject
2 to any of the following for engaging in activities described in
3 subsection (2):

4 (a) Criminal penalties under state law or local ordinances.

5 (b) State or local civil prosecution.

6 (c) Search or inspection, except for an inspection authorized
7 by the municipality.

8 (d) Seizure.

9 (e) Any sanction, including disciplinary action or denial of a
10 right or privilege, by a business or occupational or professional
11 licensing board or bureau.

12 (2) Activities that are exempt from regulation and sanction
13 under subsection (1) include all of the following:

14 (a) Acquiring or possessing medical marihuana obtained from
15 registered qualifying patients, registered primary caregivers, or
16 provisioning centers.

17 (b) Returning the medical marihuana to the registered
18 qualifying patient, registered primary caregiver, or provisioning
19 center that delivered the medical marihuana to the safety
20 compliance facility.

21 (c) Transporting medical marihuana to or from a registered
22 qualifying patient, registered primary caregiver, or provisioning
23 center.

24 (d) Possessing medical marihuana on the safety compliance
25 facility's premises for testing, if the medical marihuana was
26 obtained pursuant to subdivision (a) or (b).

27 (e) Receiving compensation for actions permitted pursuant to

1 this section and municipal law.

2 Sec. 5. (1) A municipality may prohibit the operation of
3 provisioning centers or safety compliance facilities within the
4 municipality. A provisioning center is not exempt under section 3
5 from state criminal and civil penalties if it operates in a
6 municipality that prohibits provisioning centers. A safety
7 compliance facility is not exempt under section 4 from state
8 criminal and civil penalties if it operates in a municipality that
9 prohibits safety compliance facilities.

10 (2) A municipality may enact an ordinance to impose and
11 enforce additional local requirements on provisioning centers or
12 safety compliance facilities. A municipality may require and issue
13 a registration or license to a provisioning center or safety
14 compliance facility and may regulate operations and impose civil or
15 criminal penalties for the violations of the local ordinance. A
16 municipality may charge a registration or licensing fee for a
17 provisioning center or safety compliance facility that does not
18 exceed the costs to the municipality of regulation, licensing,
19 testing, and inspection.

20 (3) A provisioning center or safety compliance facility
21 located in a municipality that requires a registration or license
22 is exempt under section 3 or 4 from criminal penalties only if the
23 provisioning center or safety compliance facility holds that
24 license or registration.

25 (4) A municipality shall require, as a condition of
26 registration or licensure, that a provisioning center or a safety
27 compliance facility provide results of testing of its medical

1 marihuana and medical marihuana products for quality control,
2 purity, contaminants, or any other analysis to protect the health
3 and safety of registered qualifying patients and to assure
4 compliance with this act and an ordinance adopted by the
5 municipality as described in this section.

6 Sec. 6. (1) The exemptions for a provisioning center or safety
7 compliance facility under section 3 or 4 apply only if the
8 indicated activities are carried out in compliance with this act.

9 (2) Except for the Michigan medical marihuana act, all other
10 acts and parts of acts inconsistent with this act do not apply to
11 the use of medical marihuana as provided for by this act.

12 (3) This act does not limit the ability of a primary caregiver
13 to assert the medical purpose defense provided in section 8 of the
14 Michigan medical marihuana act, 2008 IL 1, MCL 333.26428, to any
15 prosecution involving marihuana.

16 Sec. 7. (1) Unless explicitly allowed by a municipal ordinance
17 that was in effect before the effective date of this act, a
18 provisioning center or a safety compliance facility shall not be
19 located within 1,000 feet of the property line of a preexisting
20 primary or secondary school.

21 (2) A provisioning center shall not share office space with a
22 physician.

23 (3) The premises of a provisioning center shall have a
24 security alarm system that is enabled when a provisioning center
25 agent is not present.

26 (4) A provisioning center shall not sell, transfer, or
27 provide a preparation that includes usable marihuana for

1 ingestion or topical application unless the preparation has been
2 tested by a safety compliance facility and is enclosed in a
3 container that bears a securely affixed label displaying all of
4 the following information:

5 (a) The name of the registered qualifying patient or
6 visiting qualifying patient for whom the preparation is
7 obtained.

8 (b) Certification that the product has been tested by a
9 licensed safety compliance facility as required in section 12
10 and does not contain detectable mold, mildew, fungi, or
11 pesticides.

12 (c) The total weight of the preparation and the weight of the
13 usable marihuana in the container. The weight of usable marihuana
14 in the container shall be calculated as the same fraction of the
15 total weight of the usable marihuana that was used in preparing the
16 product as the fraction that the preparation in the container is of
17 the total amount of product made from that usable marihuana. If the
18 provisioning center does not prepare the usable marihuana for
19 ingestion or topical application, it shall obtain documentation
20 from the preparer with the information necessary to determine the
21 usable marihuana content.

22 (d) The words "WARNING: This product contains marihuana. For a
23 registered qualifying patient's medical use only." or substantially
24 similar text.

25 (5) A provisioning center that advertises medical marihuana
26 for sale shall not include an image of a marihuana leaf or a
27 marihuana cigarette and shall not depict favorably or promote

1 nonmedical, social use of marihuana in the advertisement.

2 (6) A provisioning center or safety compliance facility shall
3 not knowingly employ an individual who has been convicted of an
4 excluded felony offense during the immediately preceding 10-year
5 period or who is under 21 years of age. A provisioning center or
6 safety compliance facility shall perform a background check on an
7 individual before he or she is offered employment to verify that he
8 or she has not been convicted of an excluded felony offense during
9 the immediately preceding 10-year period.

10 (7) A provisioning center shall maintain records listing each
11 individual employed by the provisioning center, including the
12 beginning employment date and the date a background check was
13 performed.

14 (8) A provisioning center shall not allow on-site consumption
15 of medical marihuana, except that a provisioning center agent or
16 employee who is a registered qualifying patient may be permitted to
17 use a medical marihuana-infused topical product.

18 (9) A provisioning center shall not provide more usable
19 marihuana or marihuana-infused products in solid form, gaseous
20 form, or liquid form to an individual in any 10-day period than the
21 amount for which the individual is granted immunity for possession
22 under the Michigan medical marihuana act.

23 (10) A provisioning center shall ensure compliance with the
24 limit under subsection (9) by maintaining internal, confidential
25 records that specify the amount of medical marihuana provided to
26 each registered qualifying patient and registered primary caregiver
27 and whether it was provided to the registered primary caregiver or

1 directly to the registered qualifying patient. Each entry shall
2 include the date and time the medical marihuana was provided.
3 Entries shall be maintained for at least 90 days. For any
4 registered qualifying patient or registered qualifying caregiver in
5 possession of a registry identification card, a record shall be
6 kept using the patient's or caregiver's registry identification
7 card number instead of the patient's or caregiver's name.
8 Confidential records under this act are subject to reasonable
9 inspection by a municipal employee authorized to inspect
10 provisioning centers under municipal law to ensure compliance with
11 this act, but may be stored off-site. Confidential records under
12 this act are exempt from disclosure under the freedom of
13 information act, 1976 PA 442, MCL 15.231 to 15.246. Except as
14 otherwise required by a court order, a provisioning center shall
15 not disclose confidential records to any person other than a
16 municipal employee performing an inspection in compliance with this
17 subsection or to a provisioning center agent.

18 (11) A provisioning center agent shall not provide, transfer,
19 or sell medical marihuana to an individual knowing that the
20 individual is not a registered qualifying patient, registered
21 primary caregiver, or provisioning center agent working on behalf
22 of a provisioning center that is not prohibited from operating or
23 obtaining medical marihuana from other provisioning centers under
24 municipal law.

25 (12) Before medical marihuana is provided or sold from a
26 provisioning center, in addition to complying with subsection (13),
27 a provisioning center agent shall do 1 of the following:

1 (a) Verify that the individual requesting medical marihuana
2 holds what the provisioning center agent reasonably believes to be
3 a valid, unexpired registry identification card.

4 (b) Require the individual requesting medical marihuana to do
5 all of the following:

6 (i) Certify that he or she is a qualifying patient who
7 submitted a valid, complete application for a registry
8 identification card under the Michigan medical marihuana act at
9 least 20 days earlier.

10 (ii) Certify that, to the best of his or her knowledge, this
11 state has not denied the application described in subparagraph (i)
12 or issued a registry identification card.

13 (iii) Present a copy of the completed registry identification
14 card application and proof of receipt by the state department that
15 processes medical marihuana registry identification card
16 applications at least 20 days before the date of the requested sale
17 or transaction.

18 (c) If the individual requesting medical marihuana indicates
19 that he or she is a provisioning center agent, make a diligent,
20 good-faith effort to verify that the individual is a provisioning
21 center agent for a provisioning center that is allowed to operate
22 by a municipality.

23 (13) Before medical marihuana is provided or sold from a
24 provisioning center, a provisioning center agent shall make a
25 diligent, good-faith effort to determine that the individual named
26 in the registry identification card or other documentation
27 submitted under subsection (12) is the individual seeking to obtain

1 medical marihuana, by examining what the provisioning center agent
2 reasonably believes to be valid government-issued photo
3 identification.

4 (14) An individual who is under 21 years of age or who has
5 been convicted of an excluded felony offense during the immediately
6 preceding 10-year period shall not serve as a provisioning center
7 agent or safety compliance facility agent.

8 (15) A provisioning center agent shall not, for monetary
9 compensation, refer an individual to a physician.

10 (16) A provisioning center or safety compliance facility shall
11 not permit a physician to advertise in a provisioning center or
12 safety compliance facility or to hold any financial interest in or
13 receive any compensation from the provisioning center or safety
14 compliance facility.

15 (17) A provisioning center agent or safety compliance facility
16 agent shall not transport or possess medical marihuana on behalf of
17 the provisioning center or safety compliance facility in or upon a
18 motor vehicle or any self-propelled vehicle designed for land
19 travel unless all of the following conditions are met:

20 (a) The agent possesses a document signed and dated by a
21 manager or operator of the provisioning center or safety compliance
22 facility that employs the agent, stating the agent's name, the date
23 the medical marihuana will be transported, the approximate amount
24 of medical marihuana transported, and the name of the provisioning
25 center or safety compliance facility from which the medical
26 marihuana is being transported.

27 (b) The medical marihuana is located in 1 or more of the

1 following:

2 (i) An enclosed locked container, such as a safe, briefcase, or
3 other case.

4 (ii) The trunk of the vehicle.

5 (iii) A space that is inaccessible from the passenger
6 compartment of the vehicle.

7 Sec. 8. (1) A provisioning center that violates section 7(1)
8 or (2) is responsible for a state civil infraction and may be
9 ordered to pay a civil fine of not more than \$5,000.00. A
10 municipality in which the provisioning center or safety compliance
11 facility operates in violation of section 7(1) or (2) may petition
12 the court for an injunction to close the provisioning center or
13 safety compliance facility.

14 (2) A person who violates section 7(3) to (10), (15), or (16)
15 is responsible for a state civil infraction and may be ordered to
16 pay a civil fine of not more than \$1,000.00.

17 (3) A person who transfers medical marihuana in violation of
18 section 7(11) to (13) or who works in violation of section 7(14) is
19 not exempt under section 3 or 4 from arrest, prosecution, or
20 criminal or other penalties.

21 (4) A person who violates section 7(17) is guilty of a
22 misdemeanor punishable by imprisonment for not more than 93 days or
23 a fine of not more than \$500.00, or both.

24 Sec. 9. (1) A municipality may establish procedures to suspend
25 or revoke a registration, license, or other permission to operate
26 if a provisioning center knowingly or negligently allows medical
27 marihuana to be provided to an individual who is not a registered

1 qualifying patient or registered primary caregiver or if a
2 provisioning center or safety compliance facility commits multiple
3 or serious violations of this act or 1 or more local ordinances.

4 (2) This act does not require the violation of federal law and
5 does not give immunity from prosecution under federal law.

6 (3) This act does not prevent federal enforcement of federal
7 law.

8 (4) Sections 3, 4, and 10 do not exempt a provisioning
9 center or its agents, safety compliance facility or its agents,
10 visiting qualifying patient, registered qualifying patient, or
11 registered primary caregiver from criminal penalties or civil
12 prosecution under a law of general application that would apply
13 even if medical marihuana or paraphernalia were not involved.

14 (5) A provisioning center or safety compliance facility is
15 not exempt from criminal or civil prosecution or sanctions for
16 cultivating marihuana.

17 Sec. 10. (1) Except as otherwise provided in this act, a
18 visiting qualifying patient, registered qualifying patient, or
19 registered primary caregiver who supplies, sells, transfers, or
20 delivers marihuana to a provisioning center that is registered,
21 licensed, or otherwise allowed by the municipality in which it
22 operates in compliance with this act is not subject to any of the
23 following for engaging in that activity:

24 (a) Criminal penalties under state law or local ordinances.

25 (b) State or local civil prosecution.

26 (c) Search or inspection, except for an inspection authorized
27 by the municipality.

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1 (d) Seizure.

2 (e) Any sanction, including disciplinary action or denial of a
3 right or privilege, by a business or occupational or professional
4 licensing board or bureau.

5 (2) Except as otherwise provided in this act, a registered
6 qualifying patient is not subject to any of the inspections or
7 sanctions listed in subsection (1)(a) to (e) for any of the
8 following:

9 (a) Purchasing or acquiring [usable marihuana or marihuana-infused
10 products in solid form, gaseous form, or liquid form from 1 or more
11 provisioning centers if the amount purchased or acquired in any 10-day
12 period is not more than the amount for which the individual is granted
immunity for possession under the Michigan medical marihuana act.]

13 (b) Supplying, selling, transferring, or delivering medical
14 marihuana to a provisioning center that is registered, licensed, or
15 otherwise allowed by the municipality in which it operates if all
16 of the following requirements are met:

17 (i) The medical marihuana was produced by the registered
18 qualifying patient or registered primary caregiver.

19 (ii) The municipality in which the provisioning center operates
20 allows the transfer of medical marihuana from a registered
21 qualifying patient to a provisioning center.

22 (iii) The amount of medical marihuana transferred does not
23 exceed the amount of medical marihuana the registered qualifying
24 patient is allowed to possess under the Michigan medical marihuana
25 act.

26 (3) Except as otherwise provided in this act, a registered
27 primary caregiver is not subject to any of the inspections or
sanctions listed in subsection (1)(a) to (e) for any of the

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1 following:

2 (a) Purchasing or acquiring [usable marihuana or marihuana-infused
3 products in solid form, gaseous form, or liquid form from 1 or more
4 provisioning centers if the amount purchased or acquired in any 10-day
5 period is not more than the amount for which the individual is granted
6 immunity for possession under the Michigan medical marihuana act.

7]

8 (b) Supplying, selling, transferring, or delivering medical
9 marihuana to a provisioning center that is registered, licensed, or
10 otherwise allowed by the municipality in which it operates if all
11 of the following requirements are met:

12 (i) The medical marihuana was produced by the registered
13 primary caregiver and is excess medical marihuana above the amount
14 necessary to satisfy the needs of the registered qualifying
15 patients the primary caregiver is designated to serve.

16 (ii) The municipality in which the provisioning center operates
17 allows the transfer of medical marihuana from a registered primary
18 caregiver to a provisioning center.

19 (iii) The amount of medical marihuana transferred does not
20 exceed the amount of medical marihuana the registered primary
21 caregiver is allowed to possess under the Michigan medical
22 marihuana act.

23 Sec. 11. (1) A municipality shall not issue a license to a
24 laboratory as a safety compliance facility unless the laboratory is
25 able to accurately determine whether any of the following are
26 present in marihuana, edible marihuana products, and marihuana-
27 infused products that are sold or may be sold at medical marihuana

1 provisioning centers in this state:

2 (a) Mold, mildew, or fungi.

3 (b) Pesticides.

4 (2) A laboratory shall not handle, test, or analyze marihuana
5 after March 31, 2015 unless the laboratory meets all of the
6 following conditions:

7 (a) The laboratory is licensed as a safety compliance facility
8 by a local municipality.

9 (b) A person with a direct or indirect interest in the
10 laboratory does not have a direct or indirect financial interest in
11 a provisioning center, marihuana producer, certifying physician, or
12 any other entity that may financially benefit from the production,
13 manufacture, dispensing, sale, purchase, or use of marihuana.

14 (c) The laboratory employs at least 1 individual who has
15 earned a bachelor's degree or higher in the chemical or biological
16 sciences and has a minimum of 1 year of postgraduate laboratory
17 experience to oversee and be responsible for laboratory testing.

18 (d) The laboratory is accredited by a private laboratory
19 accreditation service.

20 Sec. 12. (1) Beginning April 1, 2015, a provisioning center
21 shall not distribute or sell any product containing marihuana
22 unless the product has been tested for mold, mildew, fungi, and
23 pesticides by a licensed safety compliance facility and does not
24 contain detectable mold, mildew, fungi, or pesticides. A
25 provisioning center shall make the laboratory test results
26 available upon request to a qualifying patient, a primary
27 caregiver, the licensing municipality, or a physician who has

1 certified a qualifying patient.

2 (2) If a medical marihuana provisioning center elects to
3 manufacture and distribute a marihuana-infused product, as defined
4 in the Michigan medical marihuana act, the medical marihuana
5 provisioning center must comply with all of the following:

6 [(a) Keep the grounds of the provisioning center under the control
7 of the operator free from improperly stored equipment, litter, waste,
8 refuse, and uncut weeds or grass and assure that floors, walls, ceilings,
9 and equipment are kept clean and in good repair.

10 (b) Keep food preparation areas separated from poisons, undesirable
11 microorganisms, chemicals, filth, or other extraneous material by
12 partition, location, or other effective means. Marihuana is not
prohibited in food preparation areas under this subdivision.

(c) Provide adequate lighting in all areas where food or food
ingredients are examined, processed, or stored, and in hand washing
areas, toilet rooms, and places where equipment or utensils are cleaned.

(d) Provide adequate ventilation or control equipment to minimize
odors and noxious fumes, dust, or vapors, including steam, in areas where
they may contaminate food.

(e) Ensure that all provisioning center equipment and utensils are
suitable for their intended use and are designed and constructed with
material and workmanship that allows them to be cleanable and properly
maintained.

(f) Ensure that the provisioning center is properly equipped with
adequate sanitary facilities and accommodations.

(g) Ensure that the provisioning center has a water supply that is
sufficient for the operations intended and is derived from an approved
source.

(h) Ensure that all sewage and liquid waste is disposed of in a
public or municipal sewerage system, or, if an adequate public disposal
system is not available, in an approved septic tank system or by another
acceptable method that does not create a nuisance, insanitary condition,
or public health hazard.

(i) Provide employees with adequate, completely enclosed toilet
rooms and conveniently located associated hand washing facilities that
are maintained in a sanitary condition and kept in good repair at all
times.

(j) Provide adequate and convenient facilities for hand washing
that are furnished with hot and cold or tempered running water, effective

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 hand cleaning and sanitizing preparations, disposable sanitary towel service or suitable drying devices, and easily cleanable waste receptacles.

(k) Provide for conveying, storing, and disposal of rubbish and offal in a manner that minimizes odor, prevents waste from becoming an attractant or a harbor or breeding place for vermin, and prevents contamination of food, food contact surfaces, ground surfaces, and water supplies.

(l) Maintain the building, fixtures, and other physical facilities of the provisioning center in good repair and in sanitary condition.

(m) Prohibit live birds or other animals in the provisioning center, except that a guide dog accompanying a blind person is permitted in selling areas.

(n) Clean all utensils and product contact surfaces of equipment as frequently as necessary to prevent contamination of food and food products and all nonproduct contact surfaces of equipment used in food preparation areas as frequently as necessary to minimize accumulation of dust, dirt, food particles, and other debris.

(o) Conduct all operations in receiving, inspecting, transporting, packaging, segregating, preparing, processing, and food storing areas in accordance with good sanitation principles and take all reasonable precautions to assure that production procedures do not contribute contamination, such as filth, harmful chemicals, undesirable microorganisms, or any other objectionable material, to the processed product.

(p) Conduct all food processing, packaging, storage, and transporting of food under conditions and controls that minimize the potential for undesirable bacterial or other microbiological growth, toxin formation, or deterioration or contamination of the processed product, product ingredients, or product containers.

(q) Ensure that all food and drink is clean and wholesome, and manufactured, handled, stored, prepared, transported, offered for sale, and sold in a manner that keeps it safe for human consumption.

(r) Not allow an individual who is affected by a disease in a communicable form, a carrier of such a disease, or afflicted with boils, sores, infected wounds, or other abnormal sources of microbiological contamination to work in the provisioning center in any capacity in which there is a reasonable possibility that food or food ingredients will become contaminated or that the disease will be transmitted to other individuals.

(s) Require all individuals working in direct contact with food preparation, food ingredients, or surfaces coming into contact with food ingredients to do all of the following:

(i) Wear clean outer garments, maintain a high degree of personal cleanliness, and conform to hygienic practices while on duty to the extent necessary to prevent contamination of food products.

(ii) Before starting work, after each absence from the work station, and at any other time when hands may have become soiled or contaminated, wash their hands thoroughly in an adequate hand washing facility and sanitize their hands if necessary to prevent contamination.

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(iii) Remove any jewelry that cannot be adequately sanitized and all insecure jewelry from hands when food is manipulated by hand.

(iv) Maintain any gloves used in food handling in an intact, clean, and sanitary condition and use only gloves made of an impermeable material, except when that usage would be inappropriate or incompatible with the work involved.

(v) Wear effective hairnets, headbands, or caps to constrain the hair properly.

(vi) Refrain from storing clothing or other personal belongings, eating, drinking, or using tobacco in any form in areas where food or food ingredients are exposed, or in areas used for washing equipment or utensils.

(vii) Take any other necessary precautions to prevent contamination of foods with microorganisms or other foreign substances, including, but not limited to, perspiration, hair, cosmetics, tobacco, chemicals, and medicants.]

13 (3) Subsection (2) does not prohibit a municipality from
 14 imposing additional regulations on medical marihuana provisioning
 15 centers that elect to manufacture and distribute a marihuana-
 16 infused product.

[(4) The local county health department shall inspect a provisioning center at least annually for compliance with subsections (2) and (3). The provisioning center shall pay for all costs associated with the inspection under this subsection.]