

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday, October 10, 2016, 7:00 P.M.  
Paul D. Bueche Municipal Building, 8083 Civic Drive Swartz Creek, Michigan 48473**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
  - 4A. Council Meeting of September 26, 2016 MOTION Pg. 18
5. **APPROVE AGENDA:**
  - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
  - 6A. City Manager's Report MOTION Pg. 2
  - 6B. E-ticket Program (Business Item) Pg. 24
  - 6C. Road Striping Bid (Business Item) Pg. 37
  - 6D. CDBG Application (Business Item) Pg. 42
  - 6E. Monthly Reports (Budget, Check Register, Police, DPW, Building, FANG) Pg. 64
  - 6F. Facility Collocation Agreement Amendment Pg. 97
  - 6G. Minutes (Park Board, Police Authority) Pg. 104
  - 6H. Sewer Lining Program Proposal and Plan (Business Item) Pg. 114
  - 6I. Medical Marijuana Legislation Information Pg. 119
  - 6J. Special Land Use – Gas Regulation Equipment (Business Item) Pg. 133
  - 6K. Street Loan Versus Bond Comparison (unofficial) Pg. 153
  - 6L. Consumers Energy Notice Pg. 154
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
  - 8A. E-Ticket Program Approval RESO Pg. 13
  - 8B. Road Striping Cooperative Bid Acceptance RESO Pg. 14
  - 8C. Public Hearing – Community Development Block Grant PUBLIC HEARING
  - 8D. Street Report DISC
  - 8E. Sewer Lining Program Appropriation RESO Pg. 15
  - 8F. Rent Abatement for Overpayment (Collocation Agreement) RESO Pg. 15
  - 8G. Special Land Use - Gas Regulation Equipment RESO Pg. 16
  - 8H. Set Public Hearing – Metro Police Authority Merger RESO Pg. 17
  - 8I. Police Authority Facility Plan Concept DISC
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

**Next Month Calendar**

Downtown Development Authority:	Thursday, October 13, 2016, 7:00 p.m., PDBMB
Fire Board:	Monday, October 17, 2016, 6:00 p.m., Public Safety Building
Police Authority:	Thursday, October 20, 2016, 6:00 p.m., Mundy Township Hall
City Council:	Monday, October 24, 2016, 7:00 p.m., PDBMB
Police Authority:	Wednesday, October 26, 2016, 10:00 a.m., Mundy Township Hall
Planning Commission:	Tuesday, November 1, 2016, 7:00 p.m., PDBMB
Park Board:	Wednesday, November 2, 2016, 6:00 p.m., PDBMB
City Council:	Monday, November 14, 2016, 7:00 p.m., PDBMB

**City of Swartz Creek**  
**CITY MANAGER'S REPORT**  
 Regular Council Meeting of Monday, October 10, 2016 - 7:00 P.M.

**TO:** *Honorable Mayor, Mayor Pro-Tem & Council Members*  
**FROM:** Adam Zettel, City Manager  
**DATE:** October 5, 2016

**ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS**

✓ **OUTSTANDING APPEALS (Update)**

Appeals that the city is preparing to do full appraisals on are the Topvalco (Kroger) property and O'Reilly Auto Parts. These are newer submissions that will take some time to resolve themselves.

I expect a future negotiation for the office building, for which we are awaiting some market data (Huizinga Properties). A complete listing of outstanding appeals is as follows (updates to this list are pending our assessor's return from a trip; the raceway and golf course are now settled):

Year	Parcel #	docket	Owner	Petitioner's	Assessed	Taxable	Assessed	Taxable	Status
2015	58-02-200-029	15-002787	S.C. Mini Storage	Steve Johnson	765,300	765,300	550,000	550,000	stip pending
2016	58-02-200-029	15-002787	S.C. Mini Storage	Steve Johnson	861,000	859,495	550,000	550,000	
2016	58-31-626-002	16-001553	Huizinga Properties	Mark Pendery	131,800	131,800	85,000	85,000	answered 6/21/16
2016	58-36-576-012	16-002714	Topvalco/Kroger	H. Adam Cohen	2,239,700	2,044,916	1,100,000	1,100,000	answered 8/2/16
2016	58-31-551-006	16-003390	O'Reilly Auto Parts	Thomas Randle	523,900	453,942	150,000	150,000	answered

✓ **STREETS (See Individual Category)**

✓ **MORRISH AND BRISTOL SIGNAL (No Change of Status)**

We finally received a fully executed copy of the cost sharing agreement for this signal. As previously indicated, we await action by Consumers Energy prior to the light installation by Genesee County Road Commission staff.

✓ **2017-2020 TRAFFIC IMPROVEMENT PROGRAM (TIP) (Update)**

The three year plan for street funding has been drafted by the county, and the city has committed to a 20% match for those streets that were awarded funding.

We have a problem with the use of federal funds with Worchester Drive. Unless the city leaves this section out of the 2017 scope, we will be forced to delay the start date until May (due to MDOT bid letting and award procedures), and we will be required to pay prevailing wage on the entire street, thereby adding significant costs. The engineer recommends we decline the usage of federal funds for this segment. We can do so without impacting the budget because these funds were not included in our estimates as revenues. ***Again, the city could choose to leave this segment out in 2017 and wait until 2019 as an option to receive the funds.***

Listed below are the portions selected for federal funding, which include:

<u>Road</u>	<u>Point of Beginning</u>	<u>Point of End</u>	<u>Length (Miles)</u>	<u>Lanes</u>	<u>Lane Feet</u>	<u>Width (Feet)</u>	<u>ADT</u>	<u>Total Cost</u>	<u>Federal Match</u>	<u>Local Match</u>	
Worcester	Cappy	Winston	0.1	2	1056	28	691	\$172,474	\$137,979	\$34,495	
Fairchild	Cappy	Miller	0.28	2	2956.8	44	2456	\$305,104	\$247,234	\$61,021	
								<u>Cost</u>			
								<u>Totals:</u>	\$477,578	\$385,213	\$95,516

- ✓ **MORRISH ROAD CLASSIFICATION-BRIDGE CAPACITY (Update)**  
Morrish Road has finally been verified by the federal government as a “minor arterial”, an upgrade from “major collector”. I will remove this section from future reports.
- ✓ **2016 STREET BIDS-SCRAP TIRE GRANT (No Change of Status)**  
The work is finally completed. We learned quite a bit regarding simultaneous water main and street work. We will take some of these lessons and apply them to future projects in the form of public education and enhanced waste collection methods. The projects were under budget by about \$8,000. This section will be removed from future reports barring any changes, questions, or new comments.
- ✓ **WATER – SEWER ISSUES PENDING (See Individual Category)**
- ✓ **SEWER REHABILITATION PROGRAM (Business Item)**  
A report from our 2015 fall sewer activities was compiled by Rowe PSC and is available in this packet. Based upon previous inspections, we still have about two years’ worth of work lined up.

Staff met with Rowe Professional Services Company and Liqui-Force to debrief from this year’s inspections and attempted to prioritize the next rehabilitation steps in accordance with available funds and the 20 year sewer plan. As you can see from the engineer’s report, high priority sewer work is noted on the east side of Seymour (Greenleaf) and parts of Chesterfield. The highest priority is given to the part of Chesterfield that is in the road right-of-way because of the road work that is expected for 2017.

Concerning the proposal pricing, the city continues to benefit from an extension of unit costs initially proposed in 2008 and affirmed by the city council at their meeting on January 26, 2015. At some point, the contractor will not be able to absorb further increases and will be forced to seek rate changes, likely resulting in another request for proposals or request for qualifications.

After reviewing the 20 year plan, the engineer’s report, the priorities of staff, and the pricing of the rehabilitation, I recommend the city move forward with the fall 2016 sewer rehabilitation project as proposed. A resolution is included. The cost of this year’s improvements is lower than normal at about \$125,000, but it will allow for expanded work in 2017.

To complete extra sections now is not financially reasonable given the size of those added sections. Overall, we are still in good shape for our 20 year plan. Based upon preliminary audit findings, we may even be able to accelerate this plan or reduce rates in 2017.

✓ **KWA (No Change of Status)**

The authority estimates full operations by summer of 2017, so we may only be a couple quarters away from seeing a more sustainable rate structure.

For the most part, the politics and operations of the authority appear stable and professional. However, there is still a lingering shadow related to the Flint Water Crisis that involves an ongoing state investigation. Hopefully, there are no future state interventions that alter operations, costs, or political organization of the authority.

✓ **WATER LOSS (Update)**

The water loss is still maintaining a level near 20%. Our auditors indicate that other communities have experienced this problem in Genesee County. One example, Clio, finally fixed the problem when the county agreed to decrease pressure. We are now pursuing this option. As noted elsewhere, there are larger issues with ensuring pressure and flow to the areas west of town, which stress the system. We are working with the county to supply additional feeds for this reason. This may also allow for lower pressure.

We may also explore billing options in which the county bills the city based upon our retail sales, plus an acceptable water loss percentage (10-12%). According to the county's audit, it appears they are selling more water than they are buying from Detroit, which seems odd (impossible). As such, this option may be preferred as it seems pressure and other factors may be compromising their master meter readings, causing more sales than use.

✓ **SHARED SERVICES, POLICE DEPARTMENTS (Business Item)**

The police authority met on the morning of September 28<sup>th</sup> at the PDBMB. The authority has made great headway in producing documentation and policies that are required by the agreement. There is a definite sense that things are coming together. However, the biggest pieces are still coming together, being the budget and level of service (value of police protection units or PPU's).

Since the Authority is attempting to reach a conclusion on this decision by October 31<sup>st</sup>, they are planning a special meeting of the authority for the purposes of holding a public hearing, said meeting to be held on Thursday, October 20, 2016 at 6:00 p.m. at the Mundy Township Hall.

Though there is no requirement to do so, I recommend a public hearing of the city council at their next regular meeting subsequent to the hearing on the 20<sup>th</sup>. I have included a resolution to this end.

Below are items that the agreement requires (4.03(3)):

1. Annual Meeting Calendar
2. Standard Operating Procedures
3. Investment Policy
4. Lien Policy
5. 911 Agreements/Documents
6. Mutual Aid Agreements
7. Lease Agreement (principle office)
8. Personnel Manual
9. Rules of Procedure for Governing Body
10. Ethics Policy
11. Model Contract for services to other agencies
12. Collective Bargaining Agreements

Items that are desired to produce a sound budget and to demonstrate the service level include:

1. Organization Chart for all staff
2. Job Descriptions for all positions
3. Patrol districts, if any
4. Sample one month schedule
5. Tentative agreements/proposals for:
  - a. Liability Insurance
  - b. Workers Compensation
  - c. Property Insurance
  - d. Payroll, finance, and other professional services
  - e. Legal Services
6. Equipment rental or equipment purchase schedule
7. Delineated costs of transition (badges, leathers, uniforms, decals, etc.)

If anyone is interested in learning more about the proposed details of the authority prior to final proposals and hearings, I encourage you to contact Mr. Clolinger or Mr. Atkinson directly. I am also available.

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

The lighting has been approved, funded, and submitted to Consumers Energy. They are taking forever to get this done. The developer has also placed funds into escrow to fund the remaining items on the punch list, including curb backfill on Russell and sidewalk work.

All lots in Springbrook East have sold. The city is now clear of this project as a land owner interest.

The city still owns four lots in Heritage Village. We have no plan for these at this time. Perhaps an auction of these lots is in order. In this case, I am not sure if there was an intention to share additional revenues with the association or not. The city sold one lot in 2014 "at cost." Purchase agreements with other buyers fell through.

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

The street committee considered this neighborhood at their meeting on August 30th. They believe the city should reach out to all property owners with vacant lots. However, it is thought that a cost estimate for the required improvements (sanitary and storm water) should be prepared beforehand. City engineer, Lou Fleury, is looking into the work previously done to see if the storm water plan is detailed enough to price out. At this point, he feels another \$6,000 - \$8,000 is needed to revisit the plans for the current scope and needs.

Gaines Township tentatively agreed to work with us on finding solutions, as had the church on Hill Road that may be involved with the location of utilities. I await more formal commitments before discussing the specifics of engineering.

✓ **NEWSLETTER (Update)**

This is the last call for fall newsletter ideas. The newsletter should be going to print and mailing on the 14<sup>th</sup>. At this point, I am certain that we will do a write up on the street projects for the coming year, as well as routine fall service items. Someone suggested an article on the Zika Virus and dog etiquette as well.

✓ **CAPPY LANE LIFT STATION (Update)**

Concrete pads have been poured, the new forcemain has been tied-in, and Consumers has installed the service to the site. The project has fallen behind a bit and is not expected to be complete until early November. This is still acceptable.

Mr. Svrcek is working to use the generator from this site as replacement for the aging generator at the public safety building. He is confident this can occur at a reasonable price.

✓ **SUNOCO (Business Item)**

The agreement to allow Exxon Mobile to trespass for a brief period of time (1-3 days) for site boring has been executed by all parties! They intend to conduct borings, restore the site, and leave. They will then deliver their findings to us. With that information, all parties can plan the next step, if any. I will keep the council informed of their progress, if any.

If Exxon desires to access the site in the future to remove the surface and soils, we will look to enter into another such agreement in which the city shall seek remuneration for the impact of this access on our site and the adjacent infrastructure. If such negotiations ensue, I intend to engage our environmental consultant, the environmental attorney, and Mr. Gildner on our behalf in order to ensure our position is optimized for legal, liability, and financial purposes. I will keep the city council informed.

If no progress is made soon, I will ask the council to abandon the site access agreement and move forward with local plans for the site's use and/or sale.

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

This is a standing section of the report on the status of streets as it relates to our dedicated levy, 20 year plan, ongoing projects, state funding, and committee work.

Winston and Ingalls are now going to bid in 2017. Again, the project scope is LIKELY to exceed our 2017 budget, making cuts subsequent to bids necessary. Concerning project add-ons, there are no plans to design or bid traffic circles. However, the medians at intersections are likely. In related news, we have hit a snag with lighting. Consumers indicates that the cost to replace about a dozen fixtures is \$120,000 - \$150,000. They have not provided details, drawings, or unit costs. They are also very difficult to deal with concerning other options (alternate locations, private conduit installation, alternate light poles, etc.).

We are very disappointed with Consumers Energy in general. As the council can relate, they are very slow and unresponsive. Prior examples include the delay for lighting a Fairchild and Miller, the extended wait for lighting repairs near Meijer and on Paul Fortino, and the ongoing wait for action required for the Bristol/Morrish traffic signal. Now, we are losing time as it relates to the potential lighting upgrade for Winchester Village. I suspect we may need to settle for overhead lights, such as those by Meijer, which is a big departure from what the street committee was hoping for.

Another big take-away from this experience is that Consumers infrastructure in the Village is old. It is unsightly, less reliable, and difficult to access. We are starting to hear rumors that they may need to revisit these overhead lines and poles, but they are reluctant to do so because of access issues. I suspect this may become a topic of conversation in the future.

In other news, I still have not gotten a definitive answer from the state regarding the loan requirement to pay prevailing wages. As noted previously, the State is not certain if the city shall need to pay prevailing wages to make use of these loan funds. To do so would significantly increase our costs (\$216,000 for construction & \$8,000 for a special audit).

As an alternate, I have contacted a well-respected municipal bonding firm in metro Detroit. They indicate that traditional bonding would take 90 days, cost about \$50,000 to underwrite, and result in a ~3% interest rate. Mrs. Korth has crunched the numbers to compare this type of bond with our state loan (with higher wage costs) to see how they perform side-by-side. A copy of her findings is included in the packet. If we don't hear from the state by the end of October, I recommend we move forward with bonding. Please sound off on the matter if you have thoughts or comments.

✓ **ELMS PARK RENOVATIONS** *(No Change of Status)*

The restrooms are complete, and the books are closed on this component of the project. The remainder of the grant funded improvements will be bid during the winter months when the contractor interest and pricing will be in our favor. While any delay is frowned upon, this will enable the improvements to coincide with the Dog Park and Tot Lot projects. There should not be any adverse impacts on our grant status.

The dog park has been approved. The scouts indicated that this should be installed early in 2017. The park board will be addressing operating rules/guidelines for this facility this summer. In the meantime, we await progress by the scouts.

✓ **CLOCK DONATION** *(Update)*

The clock installation is ongoing!

- ✓ **FIRE SERVICES BUDGET** *(No Change of Status)*  
The fire board did not approve their budget at their meeting on September 19<sup>th</sup>. I expect to have this in front of the City Council on October 24<sup>th</sup> pending another review by the fire board on October 17<sup>th</sup>. They are proposing a 6.9% increase (including some new equipment such as phones and a copier).
- ✓ **WATER TOWER PAINTING** *(No Change of Status)*  
Bids will be released soon. We expect the tower to be painted beginning in April. The process is expected to take about three weeks and will restore the tower to its previous condition.
- ✓ **TRAIL PLANNING CONCEPTS** *(No Change of Status)*  
We await OHM to begin investigating trail options. I suspect they will look for park board, planning commission, and general input at some point. I will keep the council informed.
- ✓ **CONSUMERS ENERGY FORESTRY GRANT** *(Update)*  
The grant to support the planting of 25 trees in right of ways has been awarded. The trees are planted.
- ✓ **SPECIAL LAND USE – ESSENTIAL PUBLIC SERVICE** *(Business Item)*  
Consumers Energy applied for a special land use to place gas regulatory equipment on Bristol Road at Miller Road. The application was not sufficient for the planning commission to make findings at their regular September meeting on the 6<sup>th</sup>. There was also comment by a few neighbors that were very concerned about fumes, safety, and visibility of the equipment. Consumers was able to verbally indicate changes and upgrades that would improve the installation. They requested to postpone a determination until the next regular meeting, pending a new submission. The planning commission agreed.

At the regular meeting of October 4<sup>th</sup>, the case was continued with additional documents, public input, and deliberation. Consumers indicated that the site would retain existing vegetation, include new screening, and eliminate the relief valve which would eliminate fumes. The proposal objectively met the zoning ordinance requirements. After public dialogue and deliberation, the planning commission found the proposal to meet all general and specific standards for a special land use. They recommend approval of the proposal conditioned upon the removal of all surface debris and dead vegetation. I have included the submission packet and a resolution.

- ✓ **OTHER COMMUNICATIONS & HAPPENINGS** *(Update)*
  - ✓ **MEDICAL MARIJUANA** *(Update)*  
I have attached information relating to the new Medical Marijuana legislation. Feel free to provide input at the meeting.
  - ✓ **MONTHLY REPORTS** *(Update)*  
All of the standard reports are included. Let me know if you have questions.

✓ **MINUTES (Update)**

Minutes for the police authority and park board are included. Enjoy!

✓ **LOAN COMPARISON (Update)**

City Treasurer Korth did a quick comparison of the State Infrastructure Bank Loan cost next to current traditional bonding costs. Though the SIB has lower interest and no underwriting charges, the added construction costs required by federal prevailing wages makes traditional bonding cheaper. As such, I recommend we begin the process to pursue bonds if we do not have affirmation that prevailing wage is not required by November.

✓ **CONSUMERS ENERGY NOTICE (Update)**

Does anyone read these or ever attend?

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

✓ **PLANNING COMMISSION (Update)**

The commission held their regular meeting on October 4th. The only item of business was the Consumers Energy gas regulation equipment proposal for Bristol and Miller Roads, near El Potrero. This is discussed above.

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

The DDA met on August 11<sup>th</sup>. The board approved one façade improvement grant in the amount of \$2,500 to the Swartz Creek Art Gallery. The group also discussed the Sunoco station, the details of which are described above. There will not be a September meeting, with the October meeting scheduled for October 13, 2016.

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

The zoning board of appeals held their annual meeting on May 18<sup>th</sup>, 2016. The board held this meeting for training purposes only. No other meetings are scheduled.

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

The park board met on October 5<sup>th</sup>. Draft minutes are included in the packet. The board continued discussion of disc golf at Winshall. Concerning this topic, the board appears in favor of endorsing a 9 basket course in Winshall Park, pending fundraising. Recent maintenance projects were also discussed. The board plans to meet on November 2<sup>nd</sup> to go over holiday decorating.

The Recreation Passport Grant work for phase II is pending, as is the dog park. Fundraising for the tot lot continues successfully, with a pumpkin sale generating over \$600 at its event on September 30<sup>th</sup> and October 1<sup>st</sup>.

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

The Board of Review met on July 19<sup>th</sup>. Mr. Richard Ballreich was selected as the Chair of the Board. Four parcels were addressed at the meeting, including principle residency exemptions, capping of taxable value, and a disabled veteran exemption. The next meeting is scheduled for December 13, 2016.

## NEW BUSINESS / PROJECTED ISSUES & PROJECTS

### ✓ **COMMUNITY DEVELOPMENT BLOCK GRANT HEARING** (*Business Item*)

The city is in line to plan for and spend its three year allotment of Federal Community Development Block Grant funds. An application to do so is required by November 18<sup>th</sup>. In years past, we could spend these funds on minor improvements in areas that qualified as low to moderate income. Such projects included the streetscapes in downtown, the alley parking lot in downtown, and the lighting in front of Elms Park.

Unfortunately, we no longer have such areas according to the census. We have the option to qualify such areas, but this is highly unlikely because a signed survey with 90% or greater response rate would need to demonstrate greater than 50% low to moderate income for a certain geography.

As such, we are limited to spending funds on removing barriers to accessibility in public buildings or sidewalk curb-cuts for physical investment (there are very few areas to do this). Another option is to allocate funds to home improvements in the city (e.g. if a homeowner is cited for a bad roof and can't afford to replace it, these funds could be allocated by the county on our behalf to assist). This may be our most viable and impactful option.

Before a decision can be made, we must hold a public hearing. We have scheduled a public hearing for the 10<sup>th</sup>. Based upon input, I will likely have a resolution on October 24<sup>th</sup> or November 14<sup>th</sup>.

### ✓ **E-TICKET PROGRAM APPROVAL** (*Business Item*)

As special memo is attached which describes this program and equipment better than I can. In short, the police department is one of two in the county that is still using handwritten paper tickets. As noted in the memo, this compromises time, money, and safety. This is one of the few areas that our department has been very much behind on, and investment is appropriate, with or without, the potential merger.

I agree with the assessment that LexisNexis is the preferred company to provide setup for this service. Uniformity among the county and all other agencies is preferred, and LexisNexis has an outstanding reputation. Since the costs are split between printers, the electronic service, and ongoing maintenance I don't see any benefit monetarily from seeking bids from unknown providers. I have included a resolution to move forward.

### ✓ **RENT ABATEMENT (COLLOCATION AGREEMENT)** (*Business Item*)

The City has a tenant on the wireless communication tower located on Elms Road, by the Creek (south of Miller). The agreement includes monthly rent, with those rents set to increase by 15% every five years.

The tenant discovered that they accidentally escalated their rent prematurely, resulting in overpayments. Staff has affirmed this and recognized the credit. However, the tenant desires to have the credit recognized through a formal amendment to the agreement. They also wish to update the contact information in



At this point in time, the Authority is considering an operations and maintenance lease for this new building in lieu of using the facility on Grand Blanc Road. However, the building will require about \$600,000 in upgrades, additions, and renovations to make it suitable for use by the authority as a permanent headquarters. Though Mundy was comfortable making the property purchase without assurances due to the perceived equity position of the sale, they are understandably reluctant to make this additional investment without an understanding of where the authority will be located and how some of the personal property costs might be expenses.

As such, some input from the city council is requested. I apologize for the short notice. As the council knows, I was not a fan of a building change early in the process. However, the costs, location, and benefits of this particular facility offer many selling points. What the township is seeking information on is whether the city would entertain taking an equity position in the building and/or tenant improvements. Doing so would better secure the investment and insulate the authority from paying the improvement costs out of their budget. Not doing so would make the investment too risky for Mundy or could result in expenses being passed to the authority (and the city indirectly, who would then not have an equity share).

At this point, I do not have details. However, I will do my best to describe the concept at the meeting with the intent of getting some feeling from the council on how we might proceed.

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

*Dog Licenses:* We are going to get out of the business of providing these as a service. We do fewer and fewer every year due to limitations on what licenses we can provide and when. Last year, we only issued six. It is not a valuable service anymore and requires a disproportionate amount of time investment given the alternative options pet owners have elsewhere.

**City of Swartz Creek  
RESOLUTIONS  
Regular Council Meeting, Monday, October 10, 2016, 7:00 P.M.**

**Resolution No. 161010-4A            MINUTES – SEPTEMBER 26, 2016**

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

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, September 26, 2016, to be circulated and placed on file.

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

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

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

**Resolution No. 161010-5A            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 10, 2016, to be circulated and placed on file.

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

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

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

**Resolution No. 161010-6A            CITY MANAGER’S REPORT**

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

**I Move** the Swartz Creek City Council accept the City Manager’s Report of October 10, 2016, including reports and communications, to be circulated and placed on file.

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

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

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

**Resolution No. 161010-8A            E-TICKET PROGRAM APPROVAL**

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

**WHEREAS**, the City of Swartz Creek Police Department staff find that upgrading the ticket issuing system to an electronic format would make citations faster and safer; and

**WHEREAS**, the Director of Court Operations in Genesee County recommends the City convert to the LexisNexis E-ticket system which the other local units in the county use; and

**WHEREAS**, the City Manager concurs that this service is specialized and is not of the nature of a public work or physical improvement; and

**WHEREAS**, City Ordinance Section 2-402(a)2 enables the city council can approve unbid expenses of \$5,000 or more under certain circumstances.

**NOW, THEREFORE BE IT RESOLVED** that the City of Swartz Creek City Council hereby approves the Law enforcement Agency Agreement and accompanying quote, in the amount of \$6,076.40, that would provide for E-ticket services and printers in four city patrol vehicles, and further directs the City Manager to execute the Agreement and Quote.

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

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

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

**Resolution No. 161010-8B      ROAD STRIPING COOPERATIVE BID ACCEPTANCE**

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

**WHEREAS**, the city finds it necessary to properly and adequately mark its streets with paint for lane delineation and related purposes; and

**WHEREAS**, this process requires approximately 107,555 lineal feet of various pavement markings to be applied to the city streets to complete this process; and

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

**WHEREAS**, the Genesee County Road Commission accepts and awards bids for the purchase of pavement markings to public rights of way; and

**WHEREAS**, bids received on September 2, 2015 indicate that M&M Pavement Marking, Inc is the successful low bidder; and

**WHEREAS**, the unit costs bid to the GCRC for 2015-2016 have been made available to the City and the city council finds that the lineal foot costs listed cannot be matched if attempts were made to bid on the open market or through private sources.

**NOW, THEREFORE, I MOVE** the City of Swartz Creek City accept the Genesee County Road Commission's cooperative purchasing extension for the purchase of pavement marking services from M&M Pavement Marking, Inc., said contract to be based upon the unit costs listed therein, expenses to be distributed to the Local and Major Street funds proportionate to use at the direction of the City's Finance Director.

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

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

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

**Resolution No. 1610108E SEWER LINING PROJECTS**

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

**WHEREAS**, the city selected Liqui-Force Services Inc., to perform certain sewer inspections and repairs in 2008 based upon a competitive request-for-proposal process that included fixed unit costs for services; and

**WHEREAS**, based upon the quality and reliability of work performed, Liqui-Force has remained the city's contractor for these services past the original 2012 contract; and

**WHEREAS**, Liqui-Force has again agreed to extend their unit costs through June of 2017 for the purpose of completing work on the sanitary sewer system; and

**WHEREAS**, the city council agreed to extend said units prices at their regular meeting on January 26, 2015; and

**WHEREAS**, additional sewer rehabilitation work has been identified by staff and the city engineer based upon 2015-2016 inspections and consultation with the 20 year sewer plan,

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek hereby approves the proposal and associated unit costs, in part, to perform rehabilitation on the sanitary sewer system as outlined for Chesterfield MH 192-188 and MH 196, as well as Seymour and Greenleaf, on the updated proposal dated September 27, 2016, in the amount of \$123,825, plus a 20% contingency, funds to be appropriated to the Sewer 591 fund.

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

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

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

**Resolution No. 161010-8F RENT ABATEMENT (COLLOCATION AGREEMENT)**

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

**WHEREAS**, the City entered into an agreement with New Cingular Wireless PCS, LLC, (Tenant) a Delaware Corporation, successor by merger to AT&T Wireless PCS, LLC, in March of 2000 for the purposes of leasing land at 4355 South Elms Road for the purpose of operating wireless communication facilities; and

**WHEREAS**, the agreement contained lease payments and corresponding rent escalators every five years to adjust for inflationary factors; and

**WHEREAS**, the Tenant increased their rent payments per the escalator clause prematurely, resulting in overpayments in the amount of \$15,840.93, which the city staff has also recognized; and

**WHEREAS**, City and Tenant desire to amend the Agreement to address this rent overpayment and to update/modify the notice section.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Swartz Creek City Council hereby approves the First Amendment to Telecommunications Facility Collocation and Landlord/AWS Agreement as included and recorded in the October 10, 2016 city council packet, and further directs the Mayor to execute this Agreement on behalf of the City.

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

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

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

**Resolution No. 161010-8G                      CONSUMERS GAS REGULATOR SPECIAL LAND USE**

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

**WHEREAS**, the city received a proposal to install gas regulator utility equipment at 6133 Bristol Road parcel 58-31-526-010, said land zoned Single Family Residential (R-1), and;

**WHEREAS**, the project is a special land use within the R-1 district submission of a site plan sufficient to make findings for review of the special land use, and;

**WHEREAS**, the planning commission held a public hearing related to this matter at its regular meeting on September 6, 2016, and;

**WHEREAS**, the planning commission, in reviewing the application materials and review criteria in Zoning Ordinance, including Article 30, among other sections, made the following findings related to the proposal to place gas regulation equipment at this site:

1. The proposal meets general standards for special land use approval
2. The proposal meets specific standards for special land use approval, and;

**WHEREAS**, the Swartz Creek City Council agrees with these findings.

**NOW, BE IT RESOLVED** that the Swartz Creek City Council hereby approves the special land use application, dated July 14, 2016, amended September 2016, subject to the following conditions in this resolution:

1. Removal of all surface debris and dead vegetation shall be completed prior to occupancy.

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

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

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

**Resolution No. 161010-8H      SET PUBLIC HEARING CONCERNING POLICE MERGER**

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

**WHEREAS**, the City of Swartz Creek City Council entered into an interlocal agreement with Mundy Township in October of 2014 for the purpose of analyzing a potential merger of the Swartz Creek and Mundy police departments into a separate authority; and

**WHEREAS**, prior to any potential transfer of assets, employee, or powers (commonly referred to as the effective date), the authority is to provide certain plans, documents, financial information, and policies; and,

**WHEREAS**, the authority is also charged with hosting a public hearing regarding these documents and findings, said public hearing being scheduled for October 20, 2016 at 6:00 p.m. at the Mundy Township Hall; and,

**WHEREAS**, the city council desires to hold an additional public hearing on this matter, subsequent to the authority's hearing and prior to a vote of the city council.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Swartz Creek City Council hereby directs the City Clerk to post notice of a public hearing of the City Council for the purposes of hearing persons interested in the impact of the potential police department merger, said hearing to occur at or shortly after 7:00 p.m. on Monday, October 24, 2016 in the city council chambers of the Paul D. Bueche Municipal Building located at 8083 Civic Drive, Swartz Creek, Michigan.

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

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

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

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE REGULAR COUNCIL MEETING  
DATE 09/26/2016**

The meeting was called to order at 7:01 p.m. by Mayor Krueger in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Invocation and Pledge of Allegiance.

Councilmembers Present: Abrams, Florence, Gilbert, Hicks, Krueger, Pinkston, Porath.

Councilmembers Absent: None.

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

Others Present: Tommy Butler, Steve Shumaker, Sharon Shumaker, Bob Plumb, Dennis Cramer, Lania Rocha, Jim Barclay, Steven Long, Boots Abrams, Jo Holmquist, Tom Holmquist, Fay Porath, Lou Fleury.

**APPROVAL OF MINUTES**

**Resolutions No. 160926-01**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held Monday September 12, 2016 to be circulated and placed on file.

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

**APPROVAL OF AGENDA**

**Resolution No. 160926-02**

**(Carried)**

Motion by Mayor Pro Tem Abrams  
Second by Councilmember Hicks

**I Move** the Swartz Creek City Council approve the Agenda as presented for the Regular Council Meeting of September 26, 2016, to be circulated and placed on file.

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

**City Manager's Report**

**Resolution No. 160926-03**

**(Carried)**

Motion by Councilmember Florence  
Second by Mayor Pro Tem Abrams

**I Move** the Swartz Creek City Council accept the City Manager's Report of September 26, 2016, including reports and communications and verbal updates to be circulated and placed on file.

Discussion took place.

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

**MEETING OPENED TO THE PUBLIC:**

Jo & Tom Holmquist resides at 5373 Miller Road, presented Mayor Pro Tem Abrams with a plaque from the Holmquist family in appreciation for his 32 years of loyalty and commitment.

Boots Abrams resides at 5352 Greenleaf Drive, voiced her concerns about the possibility of having a turnabout at Winston/Chesterfield and is opposed to it.

**POLC LABOR CONTRACT LETTER OF AGREEMENT**

**Resolution No. 160926-04**

**(Carried)**

Motion by Councilmember Hicks  
Second by Mayor Pro Tem Abrams

**WHEREAS**, the City of Swartz Creek entered into agreement with the Police Officers Labor Council on April 30, 2012 to provide for conditions and provisions of employment; and

**WHEREAS**, the collective bargaining agreement expired on June 30, 2016 and was not previously negotiated per mutual agreement so as not to interfere with ongoing labor negotiations with the Metro Police Authority of Genesee County (Authority); and

**WHEREAS**, both parties are desirous of a continuing working agreement; and

**WHEREAS**, a potential transfer of covered employees to the Authority is pending review by the City of Swartz Creek and Township of Mundy

**NOW, THEREFORE BE IT RESOLVED** that the City of Swartz Creek City Council hereby approve the Letter of Agreement Between the City of Swartz Creek and the Police Officers Labor Council, representing Swartz Creek Police Officers as recorded in the City Council Packet of September 26, 2016, and further, authorize and direct the Mayor and City Clerk to execute the letter on behalf of the City.

Discussion Ensued.

YES: Krueger, Pinkston, Porath, Abrams, Florence, Hicks.  
NO: Gilbert. Motion Declared Carried.

## **SUNOCO PROPERTY SITE LICENSE AGREEMENT**

**Resolution No. 160926-05**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Mayor Pro Tem Abrams

**WHEREAS**, the city resolved to acquire real property, commonly known as the "Sunoco Gas Station" located at 5012 Holland Drive, parcel 58-02-529-017, from the Genesee County Treasurer's Office on June 22, 2015; and

**WHEREAS**, the city subsequently submitted a Baseline Environmental Assessment and registered three underground gasoline storage tanks and one underground fuel oil tank with the State of Michigan; and

**WHEREAS**, the community desires to eliminate the blight and repurpose this site as a means to eliminate potential hazards and nuisances; and

**WHEREAS**, the city removed the structures and tanks from the site in the summer of 2016; and

**WHEREAS**, the ExxonMobile Oil Corporation desires to engage in the cleanup of this site and potential surroundings and has a need to access the site in order to conduct soil borings in order to ascertain the needs of such a cleanup; and

**WHEREAS**, the city, via the city's primary legal counsel, has retained the services of specialized legal counsel to recommend a course of action; and

**WHEREAS**, said legal counsel has proposed and negotiated a site license agreement that will empower ExxonMobile Oil Corporation to continue due diligence on the site while protecting the interests of the city and general public as the first step in a potential site cleanup.

**NOW, THEREFORE BE IT RESOLVED** that the City of Swartz Creek City Council approves the Limited Site License Agreement as recorded in the City Council Packet of September 26, 2016 and directs the Mayor to execute said agreement on behalf of the city, upon proof of Exxon first executing the agreement.

Discussion Ensued.

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

## **CDBG PUBLIC HEARING**

### **Resolution No. 160926-06**

**(Carried)**

Motion by Councilmember Pinkston  
Second by Gilbert

**WHEREAS**, the City of Swartz Creek City Council receives an allocation of Community Development Block Grant Funds from Genesee County on a three year cycle; and

**WHEREAS**, the such funds must be applied for, awarded, and used in accordance with guidelines set by the county on eligible purposes; and,

**WHEREAS**, \$28,819 in funds are available to the City of Swartz Creek, pending an application to use such funds on eligible projects by November 18, 2016; and,

**WHEREAS**, the city council must hold a public hearing prior to application in which public comment related to the use of such funds, previous projects, and alternate projects can be heard.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Swartz Creek City Council hereby directs the City Clerk to post notice of a public hearing of the City Council for the purposes outlined in the application packet, said hearing to occur at or shortly after 7:00 p.m. on Monday, October 10, 2016 in the city council chambers of the Paul D. Bueche Municipal Building located at 8083 Civic Drive, Swartz Creek, Michigan.

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

## **2017 STREET PROJECTS SCOPE AMENDMENT**

### **Resolution No. 160926-07**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Hicks

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

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

**WHEREAS**, this plan, which includes various levels of preventative maintenance, preservation, and reconstruction on city streets, as well as water main replacement, was assessed by the Street Project Selection Committee at a series of meetings occurring between July 12, 2016 and September 13, 2016, and

**WHEREAS**, the committee made a series of recommendations regarding specific preventative maintenance, preservation, and reconstruction projects for completion in 2017 (year two), as well as subsequent projects for future years, and

**WHEREAS**, new findings relating to Winston Drive and Ingalls Street were considered by the committee, and a subsequent recommendation to add Winston Drive and Ingalls Street segments (with new sidewalk) was made by the committee.

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek City Council affirms the recommendation of the Street Project Selection Committee to commence engineering work and bidding for the following streets and water main:

<u>Street</u>	<u>Repair Type</u>	<u>Est. Construction Cost</u>
Winston	Reconstruct	\$200,000
Ingalls	Preservation	\$216,000
	Total:	\$416,000
<u>Water Main</u>	<u>Repair Type</u>	<u>Est. Cost</u>
Winston	Replace	\$150,000
	Total:	\$150,000

**BE IT FURTHER RESOLVED**, that the City Council approves the engineering proposal by ROWE Professional Services Company, dated September 20, 2016, for an amount not to exceed \$34,220 for design and bidding services related to the above projects, with appropriations to be made to Fund 101 (General), Fund 202 (Major Streets), Fund 204 (Municipal Streets) and Fund 590 (Water) as directed by the finance director.

**BE IT FURTHER RESOLVED**, that the City Council directs the Mayor to execute said engineering proposal on behalf of the city.

Discussion Ensued.

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

**CDBG SIGNATURE CARDS**

**Resolution No. 160926-08**

**(Carried)**

Motion by Mayor Pro Tem Abrams  
 Motion by Councilmember Florence

**WHEREAS**, the City of Swartz Creek participates in the Genesee County Community Development Program; and

**WHEREAS**, the Genesee County Community Development Program has requested that we update our authorized signature cards.

**NOW, THEREFORE, BE IT RESOLVED** that the following individuals be authorized to request reimbursement from the Community Development Block Grant Program:

1. Connie Eskew, City Clerk
2. Adam Zettel, City Manager
3. Deanna Korth, City Treasurer
4. Thomas Svrcek, City Director of Public Services

YES: Florence, Gilbert, Hicks, Krueger, Pinkston, Porath, Abrams.

NO: Motion Declared Carried.

## **MEETING OPENED TO THE PUBLIC**

**None.**

## **REMARKS BY COUNCILMEMBERS:**

Councilmember Gilbert commented about the water.

Councilmember Florence mentioned about Officer Paul and Rosco's visit to Springbrook's annual meeting.

Councilmember Porath commented on the hazardous waste pickup next month.

Mayor Pro Tem Abrams thanked the Holmquist's for the plaque it was a great honor and it has been a joy to serve the city.

## **Adjournment**

**Resolution No. 160926-09**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Hicks

**I Move** the Swartz Creek City Council adjourn the regular meeting at 7:57 pm.

Unanimous Voice Vote.

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**David A. Krueger, Mayor**

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**Connie Eskew, City Clerk**

# **City of Swartz Creek**

## **Department of Police**

**Chief Dan Atkinson**

**8100-A Civic Drive**

**Swartz Creek, Michigan 48473**

**Phone: (810)-635-4401**

**Fax: (810)-635-3728**

September 26, 2016

Deputy Chief Clolinger,

Please accept the following as a proposal for implementation of an electronic ticketing system (E-tickets) in four SCPD cruisers. The necessity of this proposal is driven by the goal of the Genesee County Court System to move towards the elimination of handwritten multi-copy paper tickets in the near future. At this time our Department is one of only two agencies within the County which continue to issue handwritten paper traffic citations. All other police agencies in the County utilize the E-ticket system which has direct interface with the Courts.

There are several benefits to implementing this system:

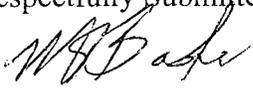
- Increased efficiency both in time spent creating and processing a citation and a significant reduction in human error when inputting driver information from a handwritten citation.
- Increased productivity as Officers time spent on a traffic stop is significantly reduced and their attention can be directed towards additional traffic enforcement or other activities.
- Improved safety as Officers can clear traffic stops 3-5 times faster. The 3<sup>rd</sup> leading cause of death for on-duty Officers is being struck by a vehicle.

I have been in communication with Dena Altheide, Director of Court Operations in Genesee County, who has advised that the Courts utilize and recommend the E-ticket system provided by LexisNexis. Mrs. Altheide stated that there is another vendor, which she identified as APS, however, she said that this company is very difficult to work with as they do not regularly update statutory changes and when requested to do so it has taken up to a year to complete. The County does not recommend this company. She further stated that if another vendor became available the entire process used to implement LexisNexis would have to be created and would be costly. Mrs. Altheide stated that the County purchases all paper products required for the E-ticket system at bulk rates which reduces costs for participating municipalities. The County deducts the paper costs from ordinance fines and costs for each municipality.

Attached you will find a quote from LexisNexis provided by Account Manager Christopher Hood. This quote includes all hardware and software for implementation as well as annual support and maintenance. Additionally, Mr. Hood advised that installation in the cruisers simply

requires the placement of a printer. He advised that this does not require the services of an outside agency and can be easily completed by Departmental personnel.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "M. Bade". The signature is written in a cursive style with a large initial "M" and a long, sweeping underline.

Lt. Matthew Bade



**LAW ENFORCEMENT AGENCY AGREEMENT**  
**(ELECTRONIC CITATION SOFTWARE AND SERVICES)**

This LAW ENFORCEMENT AGENCY AGREEMENT ("**Agreement**") is dated \_\_\_\_ ("**Effective Date**") by and between **LexisNexis Claims Solutions Inc.**, on behalf of itself and its Affiliates with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 ("**Provider**"), and \_\_\_\_\_, with an address for the purpose of this Agreement at \_\_\_\_ ("**Agency**"). LexisNexis and Agency may be referred to herein individually as a "**Party**" and collectively referred to as "**Parties**".

WHEREAS, Provider has an electronic citation solution and Agency desires to implement and utilize such a solution on the terms and conditions as set forth herein.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS.

For the purposes of this Agreement, the following terms will have the indicated meanings:

- 1.1. "**Affiliate**" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider or Agency. For the purpose of this definition, "**Control**" means the ownership, directly or indirectly, of more than fifty percent (50%) of the voting shares of an entity, or otherwise the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity.
- 1.2. "**Citation**" means an individual citation generated from an Agency user's use of Provider's integrated citation system.
- 1.3. "**Confidential Information**" means all information relating to a disclosing Party's business, including, without limitation, technical, business, financial, customer and product information, product development plans, forecasts, strategies and related information, computer programs, source code, technical drawings, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics and other information (whether written or oral), to the extent disclosed to the receiving Party. Confidential Information does not include Citations or information related thereto.
- 1.4. "**Documentation**" means user manuals and training materials, product descriptions and specifications, technical manuals, license agreements, supporting materials and other information relating to Products or Services offered by Provider, whether distributed in print or electronic format.
- 1.5. "**Maintenance**" means the maintenance program which includes future software updates and system enhancements applicable to Products licensed without further charge to all licensed users maintaining an annually renewable Product maintenance contract.
- 1.6. "**Products**" means the LexisNexis® eCitation electronic citation solution which includes (i) voice response, (ii) distribution of citation numbers, (iii) National Crime

Information Center (“**NCIC**”) /LEIN interface, (iv) ability to print citations on demand to supported printers, (v) web administration portal to search and manage citations, and (vi) export to record management system (*\*current record management system vendor may charge additional fee for data integration*), (vii) Software, and (viii) any relevant Documentation, and Services.

1.7. “**Purchase Order**” means a purchase order, in form similar to Exhibit A, attached hereto, submitted by Provider and signed and agreed upon by Agency.

1.8. “**Software**” means the machine readable (object code) version of the computer program, which includes existing programs and applications, and any and all future versions thereof and enhancements, upgrades and modifications thereto and any copies made, bug fixes for, updates to or upgrades thereof.

1.9. “**Services**” means the customization and enhancement of the Products including the design and development of any derivative technology in accordance with Agency’s specific needs as set forth in this Agreement, delivery of deliverables, as modified from time to time, and all other services performed by Provider pursuant to this Agreement.

1.10. “**Territory**” means the United States and Puerto Rico.

2. SCOPE OF WORK.

Provider agrees to provide the following to Agency subject to the provisions of this Agreement and as Agency’s functionality allows:

- 2.1. Provide Product and licenses for \_\_\_\_\_ devices to Agency for installation of Products on Agency’s hardware during the Term (defined below); and
- 2.2. Provide any Services as described on a signed Purchase Order, attached hereto as Exhibit A; and
- 2.3. Store and otherwise maintain the electronic image of the Citations in accordance with the terms of this Agreement; and
- 2.4. Facilitate Agency transfer of Citation data to Agency designated third parties such as the Clerk of Courts and any record management system vendor (“**RMS Vendor**”); and
- 2.5. Provide Maintenance to Citation form within a reasonable time upon Agency’s written notice of new or revised legislation, statutes, or ordinances requiring Citation form to be updated. If Maintenance requires updates, Agency will require users to accept those updates at the next login after the update has been provided.
- 2.6. If requested by the Agency, Provider may agree to configure and/or customize the Software to the Agency’s specific and reasonable requirements. Any configuration or customization of Software by Provider in accordance with this clause will become part of the Software and will continue to be subject to all the terms of this Agreement. Provider shall be entitled to charge a reasonable fee for such configuration or customization services, which will be agreed upon by the Parties prior to any work being performed.

3. CITATION RETENTION / DISTRIBUTION.

Provider will maintain each Citation for a period of no less than seven (7) years from the date of the Citation. Provider will distribute Citations and/or data contained therein to individuals or legal entities in accordance with applicable laws and regulations.

4. PRICING/PAYMENT.

Agency shall pay Provider all fees in the amounts set forth in a signed Purchase Order (“**Fees**”) in

accordance with this provision. Agency agrees that Fees exclude costs taxes or other costs incurred by Provider or Agency's RMS Vendors and Agency agrees those costs shall be passed on to Agency.

4.1. Product License Fees shall be payable as follows:

- 4.1.1. Agency shall pay fifty (50%) percent of the Fees within thirty (30) days from the date of the Purchase Order.
- 4.1.2. Agency shall pay twenty five (25%) percent of the Fees within forty five (45) days from Agency's receipt of the Products.
- 4.1.3. Agency shall pay twenty five (25%) percent of the Fees within forty five (45) days from Agency's receipt of all Product deliverables.

4.2. Maintenance Fees shall be payable as follows:

- 4.2.1. Agency shall pay one hundred (100%) percent of the Maintenance Fees within thirty (30) days from the date of the Purchase Order. One hundred (100%) percent of Maintenance Fees shall be due annually on the anniversary of the Purchase Order.

5. TERM AND TERMINATION.

The term of this Agreement shall commence on the Effective Date and shall continue in force for (12) months ("**Initial Term**") unless earlier terminated as provided herein. Thereafter, the Agreement shall automatically renew for subsequent twelve (12) month periods (each a "**Renewal Term**"), unless either Party provides the other with written notice of its intent not to renew at least sixty (60) days prior to the expiration of the then current term. (Initial Term and any subsequent Renewal Terms collectively referred to as "**Term**"). Either Party may terminate this Agreement if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed.

6. EFFECT OF TERMINATION.

Upon termination or expiration of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Products provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide to Agency, access to those Citations provided to Provider by Agency and Agency may download and/or copy such Citations. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Citations already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute Citations already in its possession to authorized requestors in compliance with applicable laws and regulations. The following sections shall survive termination of this Agreement: Sections 1,2,3,5, and 9-17 and any other section which expressly or by implication is to survive termination

7. AGENCY'S LIMITED USAGE RIGHTS/RESTRICTIONS.

- 7.1. Use. Provider hereby grants to Agency, limited rights to use the Products as herein defined solely for Agency's performance of its legal and permitted obligations. Agency represents and warrants that all of Agency's use of the Products shall be for only its legitimate legal and permitted obligations. Agency further warrants and represents that it will comply with all applicable state, federal, and international laws, statutes, ordinances and regulations regarding Agency's use of the Products, including: (i) compliance with state-specific restrictions in regard to its access and use of Citations and/or police records; and (ii) compliance with permitted rights to obtain and use any information contained in the Products that is "personal information," as

defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the “DPPA”), and may be regulated by the DPPA (“DPPA Data”). Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain Products and will recertify upon request by Provider. Neither Party will provide Social Security Numbers to the other Party. The Products provided pursuant to the Agreement are not provided by “consumer reporting agencies,” as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“FCRA”) and do not constitute “consumer reports” as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Products in connection with any purpose for which a consumer report may be used under the FCRA or any similar state statute, or for commercial solicitation purposes (which use is strictly prohibited).

7.2. Restrictions. In addition, Agency shall not: (i) use the Products for marketing purposes or resell or broker the Products to any third party; (ii) use the Products for personal (non-business) purposes; (iii) use the Products to provide data processing services to third parties or evaluate data of or for third parties; (iv) use the Products to create a competing product; (v) create a direct link from another web site to the Provider web site through which the Products may be accessed (the “Site”) except a direct link from the Agency’s own website to the Provider website per the terms of this Agreement; (vi) harvest, post, transmit, copy, modify, create derivative works from the Products, or distribute anything obtained or downloaded by Agency from the Site; (vii) upload or transmit through the Site any computer viruses, Trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of the Site or its end-users; (viii) use any “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process to access, acquire, copy, scrape, or monitor any portion of the Site, or in any way reproduce or circumvent the navigational structure or presentation of the Site, to obtain or attempt to obtain any materials or information through any means not purposefully made available through the Site; (ix) use any device, application, or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any person’s authorized use of this Site; (x) attempt to gain unauthorized access to any portions of this Site, other accounts, computer systems or networks connected to any of Provider’s equipment and/or servers through hacking, password mining or other means; (xi) access the Products from Internet Protocol addresses located outside of the United States and its territories without Provider’s prior written approval; (xii) obtain or attempt to obtain, materials or information through any means not intentionally made available through the Site or (xiii) use, or allow Agency users to use or access the Product in violation of this Agreement or any Documentation provided by Provider (collectively, “Agency’s Use Restrictions”). Agency’s unauthorized use, modification, tampering or change of any information, or any interference with the availability of or access to the Site is strictly prohibited and Provider, in Provider’s sole discretion may immediately terminate this Agreement or any individual user licenses in the event such use, modification, tampering, change or interference occurs.

7.3. Ability to Revise. Provider may, at any time, impose restrictions and/or prohibitions on the Agency’s use of the Products or certain data that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider’ written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party

without such termination constituting a breach of contract.

8. INTELLECTUAL PROPERTY OWNERSHIP.

Nothing herein shall operate to grant any change or transfer in ownership rights related to a Party's property, data or Intellectual Property. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all Intellectual Property rights in the Products, including but not limited to: systems, applications, data schemas, coding processes, data transfer routines, and aggregation routines used to obtain, key, store, reduce to template format, reproduce, make available via web access, and provide requestors Citations and data keyed therefrom. Further, Provider retains all ownership and all rights in the Software and Documentation related to the foregoing, as well as the architecture, processes, methods, the data contributed by Provider and/or its suppliers for the Products, and any residuals including technical information, ideas, concepts, and techniques or know-how in an intangible form retained by Provider personnel who develop, install or implement the Products. Provider shall be Agency's designated preferred provider of such Products as mutually agreed to and defined hereunder, related to the handling of Citations.

9. CONFIDENTIAL INFORMATION.

Each Party and its agents shall protect the security, integrity and confidentiality of Confidential Information and shall not permit unauthorized access to, or unauthorized use, disclosure, publication or dissemination of such Confidential Information. Each Party agrees to hold the Confidential Information of the other Party in strict confidence and to take all reasonable precautions to protect such Confidential Information to the same degree it uses such precautions to protect its own Confidential Information. The obligations of this Agreement with regard to Confidential Information that is not a trade secret under applicable law or personal information shall continue in effect for the Term and for a period of three (3) years after the expiration or termination of the Agreement. The obligations of this Agreement with regard to Confidential Information that is a trade secret under applicable law shall continue in effect for so long as such information constitutes a trade secret under applicable law.

10. SECURITY.

Agency acknowledges that the information available through the Products may include personally identifiable information, including but not limited to, social security numbers, driver's license numbers or dates of birth ("PII"), and Agency will keep all such PII confidential and secure. Accordingly, Agency shall (i) restrict access to the Products and reports obtained pursuant thereto to those employees who have a need to know as part of their official duties; (ii) ensure that none of its employees shall obtain and/or use any information from the Products for personal reasons, or transfer any information received through the Products to any party except as permitted by law and pursuant to the Agreement; (iii) keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs; (iv) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (v) take all commercially reasonable measures to prevent unauthorized access to, or use of, the Products or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (vi) be capable of receiving the Products where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by Provider; (vii) not access and/or use the Products via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by Provider; and (viii) take all steps to protect their networks and computer environments, or those used to access the Products, from compromise.

11. SECURITY EVENT.

Agency will implement policies and procedures to prevent unauthorized use of User IDs and the Products and will immediately notify Provider, in writing to: LexisNexis Privacy, Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email to security.investigations@lexisnexis.com, and by phone at (1-888-872-5375), if Agency suspects, has reason to believe or confirms that a User ID or the Products (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose other than Agency's legitimate legal and permitted obligations. Agency shall be solely liable for all costs associated with Agency's failure to prevent such impermissible use or access of User IDs and/or the Products, and any actions required as a result thereof. Furthermore, in the event that the Products provided to the Agency include PII as herein defined, the following shall apply: Agency acknowledges that, upon unauthorized acquisition or access of or to Provider-provided PII while under Agency's control, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "**Security Event**"), Agency shall, in compliance with law and at its own expense, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in Provider's reasonable discretion. Agency agrees that such notification shall not reference Provider or the product through which the data was provided, nor shall Provider be otherwise identified or referenced in connection with the Security Event, without Provider's express written consent. Agency shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. Agency shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorney's fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event, and to the extent allowable under applicable law, shall indemnify Provider from such claims brought against Provider. Agency shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to Provider for review and approval prior to distribution.

12. PROVIDER OPTIONS.

Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any of the terms and conditions contained in this Agreement; (ii) Agency is violating any laws or regulations applicable to this Agreement; or (iii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without limitation and without further obligation or liability of any kind, terminating Agency's account and/or the delivery of, and the license to use, the Products. Further, Provider may at any time cease to provide Agency access to any Products or portions thereof which Provider may deem, in Provider's sole discretion, to be sensitive or restricted information.

13. AUDIT.

Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's access and use of the Products and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's access, use, storage and disposal of the Products and information received therefrom. Agency agrees to cooperate fully with any

and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, suspension or termination of the license to use the Products, legal action, and/or referral to federal or state regulatory agencies. Additionally, Provider will audit the total number of devices that have Product licenses against the number of licenses granted pursuant to this Agreement; if the total number of licenses exceeds the number of permitted Agency agrees to pay Provider per license for the total number of licenses exceeded.

14. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to Provider that Agency is fully authorized to disclose Citations and related data, including data provided by NCIC and RMS Vendors, to Provider for integration in the Products in accordance with this Agreement and grants Provider the rights to provide the Products as described herein. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any services, in strict conformance with applicable laws and regulations, and further, to comply with all applicable binding orders of any court or regulatory entity. Each person signing this Agreement represents and warrants that he or she has the necessary authority and is fully empowered to bind the Party named therein to this Agreement (including any attachments hereto).

15. LIMITATION OF WARRANTY/LIABILITY.

15.1 Due to the nature of public record information, the public records and commercially available data sources used in the Products may contain errors and are generally not free from defect, nor are they a comprehensive compilation of the data. Further, Agency acknowledges and agrees data comes from other sources based on Agency's relationships such as Agency's RMS Vendors and NCIC, and Provider is not responsible for the content or accuracy of such data and in many cases may not be able to access such data independently for verification or other purposes. **Agency acknowledges the Products do not show final dispositions of historical citations, only that a citation was issued, when it was issued, and the alleged violation. Any historical data should be independently verified.** FOR PURPOSES OF THIS SECTION, "PROVIDER" INCLUDES PROVIDER AND ITS AFFILIATED, SUBSIDIARY, AND PARENT COMPANIES. EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PROVIDED BY APPLICABLE LAW, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PROVIDER PRODUCTS PROVIDED HEREUNDER AND HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of their obligations hereunder (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of the Parties. This Agreement applies to any and all delivery methods used by Provider to provide the Products, including but not limited to: online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available and which Provider may utilize in performance of its obligations hereunder.

15.2 IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL

NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY RECEIVED FROM AGENCY FROM WHICH LIABILITY ARISES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FIRST GIVING RISE TO SUCH LIABILITY.

16. INDEMNIFICATION.

Solely to the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its Affiliates, and their officers, directors, employees, and Agents (the "**Indemnified Parties**") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the Indemnified Parties by a third party, but only to the extent caused by i) violation of law in the performance of its obligations under this Agreement by the indemnifying party, its Affiliates, or the officers, Agents or employees of such party (the "**Indemnifying Parties**"); or ii) the gross negligence or willful misconduct of the Indemnifying Parties during the term of this Agreement, provided that the Indemnified Parties notifies the Indemnifying Parties promptly of any claims or suits.

17. WARRANTY/ MAINTENANCE.

Maintenance supports the current version and one previous version of any Product licensed under this Agreement, and includes the following:

17.1. Error Correction. Upon notice by Agency of a problem with the Software that can be verified, Provider will take reasonable efforts to correct or provide a working solution for the problem at no cost. Provider Technical Support team will ensure prompt support to correct any issues that may arise.

17.2. Material Defects. Provider will use reasonable measure to correct any material errors or defects in the deliverables known, or made known to Provider from any source during the Term of this Agreement that could cause the production of inaccurate, or otherwise materially incorrect, results and shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects at no cost to Agency during the Contract term.

17.3. Support. An appropriately trained support staff is available via telephone between the hours of 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding Federal holidays, to assist Agency in using the Products.

17.4. Helpdesk. Web-enabled troubleshooting and FAQ customer service support is available through an online help desk.

18. MISCELLANEOUS.

18.1. A Party may not assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Provider may assign its rights and obligations hereunder, in whole or in part, to a subsidiary, Affiliate of Provider, or to a successor who acquires the business and assets of Provider.

18.2. The terms contained in this Agreement, including any exhibits, constitute the entire integrated agreement between Provider and Agency with respect to the subject matter hereof. This

Agreement will supersede all prior oral and written discussions, agreements and understandings of the Parties, if any, with respect hereto. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

- 18.3. Neither Party will be deemed, by the lapse of time or otherwise, and without giving written notice to the other, to have waived any of its rights under this Agreement. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
- 18.4. All notices to a Party shall be addressed to the other Party at the address set forth on the first page of this Agreement. All notices and demands required or permitted under this Agreement shall be in writing and shall be given (i) by actual delivery of the notice into the hands of the Party entitled to receive it, (ii) by mailing such notice by registered or certified mail, return receipt requested, in which case the notice shall be deemed to be given upon signed receipt, (iii) by depositing such notice with any nationally recognized overnight carrier, in which case the notice shall be deemed to be given on the business day after it is so deposited, or (iv) by facsimile with confirmation of transmission and with a copy also sent by first class mail, in which case such notice shall be deemed to be given on the date of the facsimile confirmation. Either Party may change the address or fax number at which it will receive notices by providing written notice to the other Party.
- 18.5. If any part of this Agreement is found to be illegal or unenforceable, then that part will be curtailed only to the extent necessary to make it, and the remainder of this Agreement, legal and enforceable. The Parties agree this Agreement shall be governed by the laws of the State of \_\_\_\_\_, excluding any conflict of law provisions.
- 18.6. Agency by its signature below, agrees to be bound by the terms and conditions of this Agreement including any terms and conditions posted on specified web pages.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

**Agency**

**LexisNexis Claims Solutions Inc.**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**EXHIBIT A  
PURCHASE ORDER**

**LexisNexis®**  
 1000 Alderman Drive  
 Alpharetta, GA 30005



September 21, 2016

Quote No.: 160621 Swartz Creek MI

**ATTN:** Lt. Matt Bade; mbade@cityofswartzcreek.org  
**Ship To:** Swartz Creek Police Department  
 8100-A Civic Drive  
 Swartz Creek, MI 48473  
**Bill To:** Swartz Creek Police Department  
 8100-A Civic Drive  
 Swartz Creek, MI 48473

Part Number	Description	Quantity	Unit Price	Amount
78611	<u>LexisNexis® eCitation</u> <ul style="list-style-type: none"> <li>• Issue traffic, parking, and warning citations</li> <li>• Development for NCIC interface</li> <li>• Includes voice response and distribution of citation numbers</li> </ul>	4	\$ 795.00	\$ 3,180.00
64452	<u>LexisNexis® eCitation Annual Support and Maintenance</u> <ul style="list-style-type: none"> <li>• Unlimited customer support (phone and e-mail)</li> <li>• Every critical patch and upgrade released</li> </ul>	1	18%	\$ 572.40
4030	<u>Brother 4030 Printer</u>	4	\$ 581.00	\$ 2,324.00
Quote Subtotal				<b>\$ 6,076.40</b>
Sales Tax				As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Christopher Hood  
 Christopher.Hood@lexisnexus.com  
 954-578-1533

Signature to Accept Quote: \_\_\_\_\_

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



**The Board of County Road Commissioners**  
of the County of GENESEE, MICHIGAN  
211 West Oakley Street  
FLINT, MICHIGAN 48503

# **CONTRACT**

**2015-2016**

**Bid Item #14**

**PAVEMENT MARKINGS - COUNTY WIDE**

**October 1, 2015 to September 30, 2016**



Said party of the first part further agrees to pay the said party of the second part for such extra work as may be ordered by the party of the first part or his authorized representative, prices for which are not included in the above items, the price or on the basis agreed upon before such extra work is begun.

It is further understood and agreed that time is of the essence of this contract, and that the work shall be so conducted and supervised by the party of the second part as to insure its completion in accordance with the following schedule, each item of work to be completed on or before the date named thereafter:

**PROGRESS SCHEDULE:**

Markings shall not be placed when rain is threatening or when the surface to be painted is wet. The marking shall be performed during the period from **October 1, 2015 to September 30, 2016**, unless otherwise directed by the Engineer.

The markings shall not be performed on Saturday, Sunday or legal holidays and shall only be done within working hours that are approved by the **Director of Maintenance**.

The markings shall be performed in a minimum of three separate applications unless otherwise directed by the Maintenance Director. These applications shall be as follows:

DATES	DESCRIPTION
October 1, 2015 to March 31, 2016 Chip & Seals from 2015 & 2016 Maintenance Repaving Projects	Centerline & Edgeline
April 1, 2016 to September 30, 2016 All multilane, two lane - Primary & Local	Centerline & Edgeline
Other times, as directed by the Director of Maintenance	

IN WITNESS WHEREOF, The parties hereto have set their hands the day and year first above written.

The Board of County Road Commissioners  
of the County of Genesee, Michigan



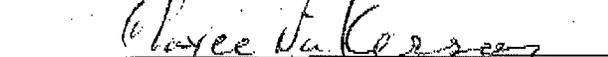
Chairperson



Vice-Chairperson



Member

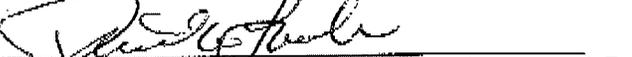


Member



Member

M & M Pavement Marking, Inc.

  
Contractor **DAVID A. WAWLER, VICE PRESIDENT**





# **A facsimile from**

**M & M Pavement Marking**

David Lawler

Cell: 810-691-7686

Fax: 810-695-4684

Email: [davemmpavement@aol.com](mailto:davemmpavement@aol.com)

**To: Tom Svreek**  
**Fax: 810-635-2887**

**Date: 8-21-16**

**Regarding: Pavement Marking**

**# Pages: 5**

**Tom,**

**Find the contact and purchase order following for Genesee County.**

**Let us know when you are ready to paint.**

**Dave**

# Genesee County Metropolitan Planning Commission

## Community Development Block Grant Program

### 2017 Group 2 **Construction Projects Application**

*City of Flushing, City of Swartz Creek, Clayton Township, Flint Township,  
Flushing Township, Gaines Township, Mt. Morris Township, Mundy  
Township, and Village of Gaines*

Due: November 18, 2016



# Genesee County 2017 Community Development Block Grant (CDBG) Program

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# Genesee County 2017 Community Development Block Grant (CDBG) Program

## What is CDBG?

The U.S. Department of Housing and Urban Development (HUD) provides Community Development Block Grant (CDBG) funds to entitlement community grantees, like Genesee County, to carry out a wide range of community development activities. These activities are directed primarily toward revitalizing neighborhoods, encouraging economic development, and providing improvements to community facilities and services in low to moderate income areas.

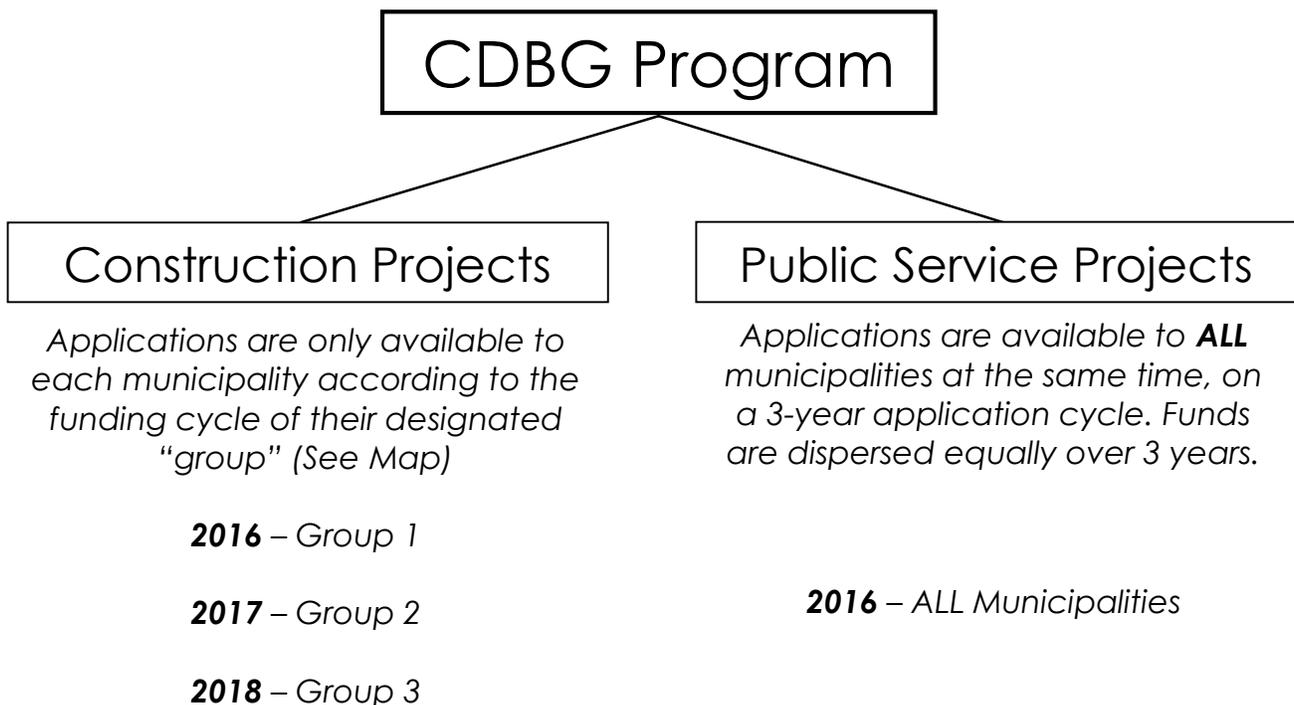
To determine annual CDBG award amounts, HUD uses a funding formula comprised of several measures of community need. These measures include: the extent of poverty, population, housing, and overcrowding.

CDBG funds must be used for activities that benefit low and moderate-income areas or households (Attachment A). In addition, each CDBG assisted activity must meet at least one of the following National Objectives for the program:

1. Provide benefit to low and moderate income persons and households;
2. Aid in the prevention or elimination of slums or blight conditions; or
3. Address community development needs having a particular urgency (urgent need).

Genesee County CDBG funds are allocated between 29 local units of government on a rotating, three-year cycle (Attachment B). Currently the three-year cycle of funding is 2016 - 2018, with 2017 as the second year in the cycle.

Questions concerning the Construction Project Application can be directed to Ms. Claire Wilke at 810-766-6564.



## Genesee County 2017 Community Development Block Grant (CDBG) Program

### **What Projects Are Eligible Under CDBG?**

Projects that are located in low to moderate income areas (Attachment A), or directly benefiting low to moderate income persons or households, and that meet a National Objective are typically eligible under the CDBG program. The following list can help you identify the types of community needs you may be able to address with a CDBG funded project. Please keep in mind that this list is not all-inclusive and new project ideas are encouraged.

#### General Projects

- Sidewalk Improvements
- Street Improvements
- Water/Sewer Improvements
- Code enforcement activities
- Improvements to lighting in public places
- Improvements/additions to neighborhood parks/recreational facilities
- Acquisition of real property
- Special Assessment Assistance
- Construction/Rehabilitation of publicly owned buildings (not used for general government)
- Streetscape improvements in neighborhoods/commercial districts
- Purchase firefighting equipment
- Demolition and clearance activities
- Single family housing rehabilitation/improvements
- Provide housing to individuals and families with special needs

#### Projects in Areas Not Designated as Low to Moderate Income & Income Surveys

If there is an area within your community that is believed to be a low to moderate income area, but did not qualify as such through the Census, you may choose to send income surveys (Attachment C) to each household in that area, in order to document low to moderate income status.

The following instructions will assist you through the income survey process:

- Determine the area to be surveyed
- Divide the area into streets or street segments  
Example: 3 miles on Oak Street may be divided into three 1-mile segments, such as: Oak from Maple to Cherry; Oak from Cherry to Birch; and Oak from Birch to Hickory
- Identify the street address on each survey form to be delivered
- Mail or hand-deliver survey forms to each household, including a postage-paid return envelope addressed to Genesee County Metropolitan Planning Commission, 1101 Beach Street, Room 223, Flint, MI 48502-1470
- Inform GCMPC staff of the addresses surveyed on each street or segment
- A 90% return rate must be accomplished in order to determine low to moderate income status
- 51% of the returned surveys must reflect low to moderate income households in order to achieve low to moderate income area status

## **Genesee County 2017 Community Development Block Grant (CDBG) Program**

- GCMPC staff will do a visual house count and general inspection of the area after obtaining documentation of low to moderate income area status

If you would like to propose a project in an area that requires income surveying, surveys should be mailed out no later than the 2017 CDBG Program Application submittal date. GCMPC staff is available to answer any questions you may have regarding income surveys and how they should be administered.

### Fire Station Projects & Fire Runs

In order to determine project eligibility for improvements to fire stations, the building of new fire stations or for the purchase of firefighting equipment, fire run data for that station must be submitted with the 2017 CDBG Program Application. Fire runs should cover a one year time period of May 1, 2015 – April 30, 2016, with 51% or more of the fire runs having been to low or moderate income areas. An electronic version (Microsoft Excel) of the fire run data must be submitted via email to Ms. Claire Wilke, Planner II at [CWilke@co.genesee.mi.us](mailto:CWilke@co.genesee.mi.us).

### **What Are The Public Involvement Requirements for CDBG Project Proposals?**

All potential projects that your community is considering submitting for funding must be mentioned, discussed and recorded within minutes at a local public needs hearing, in order to be considered for approval under the Genesee County CDBG Program. The following requirements must be followed for properly conducting a public needs hearing:

#### Prior to the Local Public Needs Hearing

- A public notice of the hearing must be published in your local paper at least one week in advance of the hearing (Attachment D)
- Request an Affidavit from the publisher to submit as proof of publication with your CDBG Application

#### At the Local Public Needs Hearing

- Must be held as part of an official meeting of your governing body
- The requirements of the Open Meetings Act and any other applicable state or local laws must be adhered to
- An attendance list must be signed by all those attending the hearing (Attachment F)
- The public must be advised of the estimated amount of 2017 CDBG funds available to your community
- The public must be provided with a list of the types of eligible projects under CDBG
- The public must be given an opportunity to express community development needs and to propose projects
- The public should be asked for comments on your past CDBG activities
- Any potential projects to be included in the CDBG Application must be discussed at this hearing

## Genesee County 2017 Community Development Block Grant (CDBG) Program

- Detailed meeting minutes must be taken and submitted with the application

### After the Local Public Needs Hearing

- Keep the official minutes and attendance sheet on file
- Review and consider all proposed projects, including those from public comment, to determine which projects your community should apply for and the dollar amount of each
- At a subsequent official public meeting of your governing body, pass a resolution reflecting the selected projects and the amount or percentage of funding to be dedicated to each project
- Detailed meeting minutes should be taken at the subsequent public meeting, including the award amount or percentage of funding to be dedicated to each project
- Submit to GCMPC, with this application, proof of a public notice publication, meeting minutes from the local public needs hearing, attendance list from the local public needs hearing, and the minutes or resolution from the subsequent meeting where the proposed projects and dollar figures were approved

### **What Is My Community's CDBG Allocation Amount?**

Genesee County CDBG funds are allocated between 29 local units of government on a rotating, three-year cycle. The three-year cycle of funding is 2016 - 2018, with May 1, 2017 – April 30, 2018 as the second year.

The following communities are in Group 2 of the 2016 - 2018 funding cycle: City of Flushing, City of Swartz Creek, Clayton Township, Flint Township, Flushing Township, Gaines Township, Mt. Morris Township, Mundy Township, and the Village of Gaines.

The following table reflects the **estimated** 2017 CDBG Allocation of each community in Group 2.

<b>Community</b>	<b>Estimated 2017 Allocation</b>
<b>City of Flushing</b>	\$37,265
<b>City of Swartz Creek</b>	\$28,819
<b>Clayton Township</b>	\$42,219
<b>Flint Township</b>	\$212,502
<b>Flushing Township</b>	\$49,686
<b>Gaines Township</b>	\$30,592

## **Genesee County 2017 Community Development Block Grant (CDBG) Program**

<b>Mt. Morris Township</b>	\$183,546
<b>Mundy Township</b>	\$70,706
<b>Village of Gaines</b>	\$2,781

The dollar amounts listed in the table are only estimates and are subject to change based on actual funding received by Genesee County from the U.S. Department of Housing and Urban Development. *Approximately 15% of the allocation can be used for 3 year public service projects.*

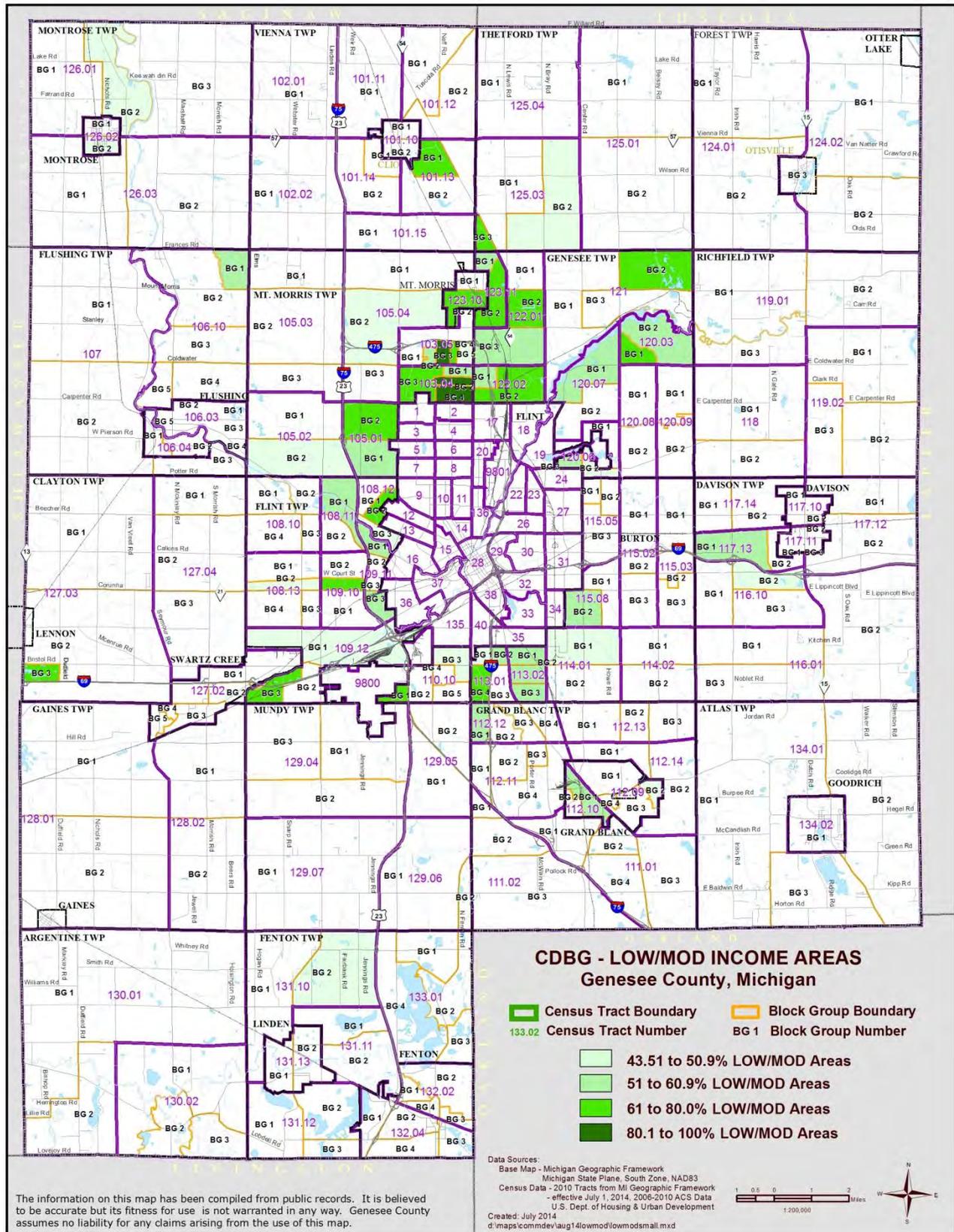
### **What Information Should Be Provided For Each CDBG Project Proposal?**

A 2017 Genesee County Community Development Block Grant (CDBG) Project Proposal form should be completed for each proposed 2017 CDBG project. One proposal form should be completed, in its entirety, for each project. Incomplete project proposals will not be considered for funding.

One 2017 CDBG Project Proposal form is provided in the application packet. Communities proposing more than one 2017 CDBG project may make copies of the Project Proposal form or additional forms may be requested electronically from GCMPC staff.

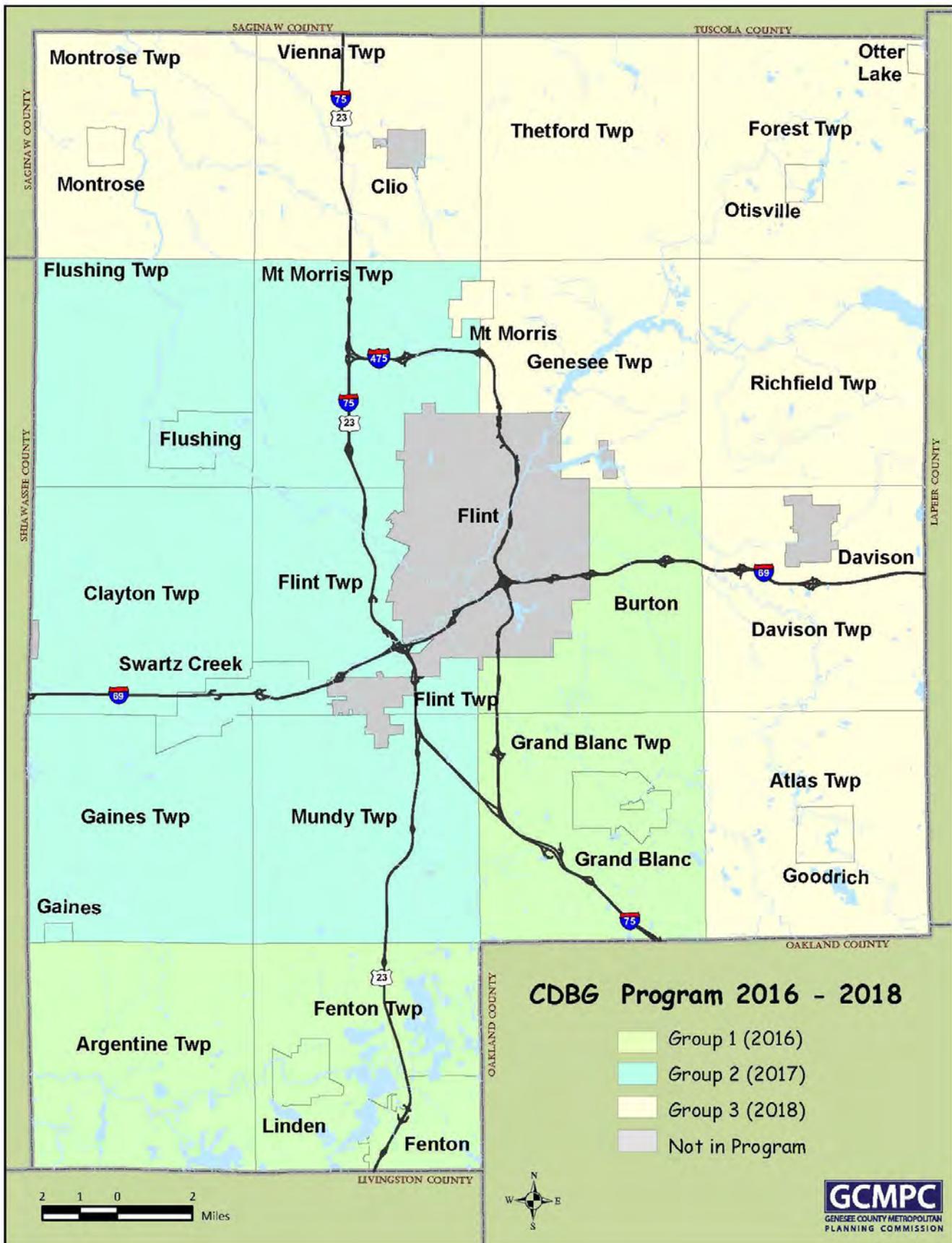
# Genesee County 2017 Community Development Block Grant (CDBG) Program

## Attachment A – Genesee County Low and Moderate Income Areas Map



# Genesee County 2017 Community Development Block Grant (CDBG) Program

## Attachment B – Genesee County CDBG Funding Groups 2016 – 2018 Map



**Genesee County 2017 Community Development Block Grant (CDBG) Program**

**Attachment C – Income Survey Form**

Dear Resident of: \_\_\_\_\_  
(address)

The \_\_\_\_\_ is conducting an Income Survey to assess the need  
(unit of government) for public improvements in your area.

Please indicate the total number of persons comprising your household. Then indicate in the appropriate box, listed under income, your gross household income from all sources. Gross income includes all monies earned (before taxes) by **all persons** residing within your household.

**Number of Persons in Household:** \_\_\_\_\_

Total Household Income:

- \$ 0 - \$29,500
- \$29,501- \$33,700
- \$33,701- \$37,900
- \$37,901- \$42,100
- \$42,101- \$45,500
- \$45,501- \$48,850
- \$48,851- \$52,250
- \$52,251- \$55,600
- \$55,601+

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

An envelope has been provided for your use in returning this form to the Genesee County Metropolitan Planning Commission (GCMPC) Room 223, 1101 Beach Street, Flint, MI 48502. Thank you for your cooperation.

Very truly yours,

\_\_\_\_\_  
(Local Official)

# **Genesee County 2017 Community Development Block Grant (CDBG) Program**

## **Attachment D – Sample Public Notice of Local Public Needs Hearing**

### **Public Notice**

The (Name of Local Unit of Government) will hold a public needs hearing on the use of its 2017 Federal Community Development Block Grant (CDBG) Program funds on (Date) at (Time) at (Location and Address).

The purpose of the hearing is to offer an opportunity for citizens to express their ideas on community needs and project proposals concerning the use of Federal CDBG funds for the 2017 Program Year. The hearing will also provide an opportunity for citizens to comment on past CDBG projects.

# **Genesee County 2017 Community Development Block Grant (CDBG) Program**

## **Attachment E – Sample Press Release for Local Public Needs Hearing**

### **Press Release**

(Name of Local Unit of Government) to hold Community Development Hearing

The (Name of Local Unit of Government) will hold a Community Development Public Needs Hearing on (Date) at (Time) at (Location and Address).

The purpose of the hearing is to offer an opportunity for citizens to express their ideas on community needs and project proposals concerning the use of Federal Community Development Block Grant (CDBG) funds for the 2017 Program Year.

The (Name of Local Unit of Government) expects to receive approximately \$ (Estimated 2017 Project Funding) of 2017 CDBG funds. The funds are provided by the Genesee County Metropolitan Planning Commission Community Development Program from an annual entitlement grant received from the U.S. Department of Housing and Urban Development (HUD).

The funds are intended primarily for projects in low and moderate income neighborhoods.

**Genesee County 2017 Community Development Block Grant (CDBG) Program**

**Attachment F – Sample Attendance List for Local Public Needs Hearing**

(Name of Local Unit of Government) 2017 Community Development Block Grant Public Needs Hearing

**Attendance List**

Name

Address

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_

**Please complete Pages 15 – 22 and return to Genesee  
County Metropolitan Planning Commission by:**

**Friday, November 18, 2016**

**Genesee County 2017 Community Development Block Grant (CDBG) Program**

**2017 Community Development Block Grant (CDBG) Application Packet**

Ms. Sheila Taylor, Principal Planner  
Genesee County Metropolitan Planning Commission  
1101 Beach Street, Room 223  
Flint, MI 48502

Ms. Taylor,

Please find enclosed a completed 2017 Community Development Block Grant Program Application for:

---

(Name of Local Unit of Government)

Below, I have marked each of the required items that are included within this application:

- Completed Project and Funding Summary Page
- Completed Public Service Project Proposal or  N/A
- Completed Project Proposal Form for each proposed 2017 project
- Local Needs Hearing Proof of Public Notice Publication
- Local Needs Hearing Sign-In Sheet
- Local Needs Hearing Minutes
- Minutes of Meeting Where CDBG Project Funds Were Allocated to each Project  
(including the name of each project and the dollar amount or percentage of funding for each project)
- Copy of Conflict of Interest Policy
- Income Surveys (if applicable)
- Fire Runs (if applicable)

---

Signature and Title of Authorized Official

---

Date

**Genesee County 2017 Community Development Block Grant (CDBG) Program**

**Please Return No Later Than Friday, November 18, 2016**

**Project and Funding Summary Page**

Local Unit of Government: \_\_\_\_\_ Estimated 2017 Allocation: \$ \_\_\_\_\_

Public Service Project: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Percent of Allocation: \_\_\_\_\_ %

Project Proposal 1: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Percent of Allocation: \_\_\_\_\_ %

Project Proposal 2: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Percent of Allocation: \_\_\_\_\_ %

Project Proposal 3: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Percent of Allocation: \_\_\_\_\_ %

Project Proposal 4: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Percent of Allocation: \_\_\_\_\_ %

Project Proposal 5: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Percent of Allocation: \_\_\_\_\_ %

**TOTAL: \$ \_\_\_\_\_ TOTAL: \_\_\_\_\_ %**

Summation of Proposed Project Amounts Match Total 2017 Allocation

Summation of Proposed Project Percentages Is Equal to 100%

**Project Proposal Form for  
Construction and Improvement Projects**

**Genesee County 2017 Community Development Block Grant (CDBG) Program**

**Project Proposal Form**

Project Information

1. Community:
2. Project Name:
3. 2017 CDBG Funds to be Allocated:
4. Percent of 2017 CDBG Funds to be Allocated:
5. Other Project Financing:
  - a. State: Dollar Amount: \$   
Source:
  - b. Local: Dollar Amount: \$   
Source:
  - c. Other: Dollar Amount: \$   
Source:
6. Project Location:
  - a. Address:
  - b. Census Tract(s):
  - c. Block Group Numbers:
7. Geographic area to be served (describe below or include a map):
8. Estimated number of persons and/or households to benefit from this project:
9. Scope of work (provide as much detail as possible):

**Genesee County 2017 Community Development Block Grant (CDBG) Program**

[Empty dashed box for project description]

10. Proposed Project Timeline (include all important milestones):

[Empty dashed box for project timeline]

11. Is this project part of a larger geographically targeted revitalization effort?  Yes  No

12. If you answered "Yes" to question 11, please describe the location, strategy and goals of the revitalization plan:

[Empty dashed box for revitalization plan details]

Citizen Participation

13. Was this project discussed at a 2017 CDBG Public Needs Hearing?  Yes  No

14. Was this project discussed at the County 2017 CDBG Public Needs Hearing?  Yes  No

15. Was this project discussed at a previous year's public needs hearing?  Yes  No

16. Describe your community's process for addressing complaints about this project (attach copies of any and all complaints received regarding this project and the response provided by your community):

## Genesee County 2017 Community Development Block Grant (CDBG) Program

### Relocation

17. Will this project require permanent or temporary displacement of residents?     Yes     No
18. Will this project necessitate the acquisition of private property?     Yes     No
19. Will this project necessitate acquisition of private property for easements?     Yes     No

### Income Surveys and Fire Runs

20. If necessary, were income surveys completed for this project?     Yes     No     N/A
21. If necessary, were fire runs completed for this project?     Yes     No     N/A

### Objectives and Outcomes

22. Select the National Objective this Project Meets:

- Provides benefit to low and moderate income persons and households;
- Aids in the prevention or elimination of slums or blight conditions; or
- Addresses community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available.

23. Select the Objective of the Genesee County Consolidated Plan this Project Meets:

- Suitable Living: A suitable living environment is a neighborhood characterized by a healthy real estate market, attractive public amenities, a sense of safety and security and where residents are involved in neighborhood concerns.
- Decent Housing: Decent housing activities provide benefits to individuals and families by ensuring decent, safe and sanitary housing, opportunities for homeownership, affordable rents and a range of housing choices.
- Economic Opportunities: Economic opportunities build economic power within the neighborhood, from supporting the development of small businesses to assisting people in getting and maintaining quality jobs.

24. Select the Intended Outcome Related to this Project:

- Improved Availability/Accessibility: Make basic services and amenities available to low/moderate income areas, persons or households.

**Genesee County 2017 Community Development Block Grant (CDBG) Program**

- Improved Affordability: Make an activity more affordable to low/moderate income areas, persons or households.
- Sustainability: Using resources in a targeted area to help make the area more viable.

Environmental Considerations

- 25. Does this project involve a structure more than 50 years old?  Yes  No  
a. If yes, what year was the structure built? \_\_\_\_\_
- 26. Does this project involve activity at or near a designated historic site?  Yes  No
- 27. Does this project involve excavation in an archeologically-sensitive area?  Yes  No
- 28. Does this project involve the conversion of farmland to other uses?  Yes  No
- 29. Does this project involve ground-disturbing activity?  Yes  No  
If yes,
  - a. Provide a description of the width, length and depth of proposed ground disturbing activity:  
\_\_\_\_\_
  - b. Previous land use and disturbances: \_\_\_\_\_
  - c. Current land use and conditions: \_\_\_\_\_

Alternative Analysis

- 30. Why was this activity site chosen?
- 31. Please list alternative sites for this type of activity, which were examined or discussed at your public needs hearing, or previous meetings, as a need and/or a deficiency.
- 32. What alternative means of attaining the improvement were discussed (such as, special assessment district, service charges, different media, gravel resurfacing rather than paving, etc.)?
- 33. Why were alternative means discarded?

**Genesee County 2017 Community Development Block Grant (CDBG) Program**

34. What would be the results if this project were not carried out?

35. Are there any other projects taking place in the Proposed Project area using federal, state, or local funds? Please describe.

Analysis of Impacts

36. Land Development - Will the Proposed Project increase residential or commercial development? How will cleared land be used?

37. Community Services - Will the Proposed Project enhance those services currently available and will this project fulfill an identified need? Please explain.

09/30/2016

**REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK  
PERIOD ENDING 09/30/2016**

<b>GL NUMBER</b>	<b>2016-17 AMENDED BUDGET</b>	<b>YTD BALANCE 09/30/2016 NORMAL (ABNORMAL)</b>	<b>AVAILABLE BALANCE NORMAL (ABNORMAL)</b>	<b>% BDGT USED</b>
<b>Fund 101 - General Fund</b>				
TOTAL REVENUES	2,410,900.06	1,433,652.22	977,247.84	59.47
TOTAL EXPENDITURES	2,473,976.88	541,005.88	1,932,971.00	21.87
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>(63,076.82)</b>			
<b>Fund 202 - Major Street Fund:</b>				
TOTAL REVENUES	442,400.00	35,716.43	406,683.57	8.07
TOTAL EXPENDITURES	572,199.70	312,065.95	260,133.75	54.54
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>(129,799.70)</b>			
<b>Fund 203 - Local Street Fund:</b>				
TOTAL REVENUES	336,702.00	201,084.96	135,617.04	59.72
TOTAL EXPENDITURES	432,292.08	24,635.65	407,656.43	5.70
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>(95,590.08)</b>			
<b>Fund 204 - MUNICIPAL STREET FUND:</b>				
TOTAL REVENUES	608,000.00	548,460.75	59,539.25	90.21
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>608,000.00</b>			
<b>Fund 226 - Garbage Fund:</b>				
TOTAL REVENUES	380,907.00	341,412.90	39,494.10	89.63
TOTAL EXPENDITURES	427,206.75	92,104.82	335,101.93	21.56
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>(46,299.75)</b>			
<b>Fund 248 - Downtown Development Fund:</b>				
TOTAL REVENUES	67,900.00	1,877.06	66,022.94	2.76
TOTAL EXPENDITURES	67,730.00	4,408.44	63,321.56	6.51
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>170.00</b>			
<b>Fund 265 - Drug Enforcement Fund:</b>				
TOTAL REVENUES	7,851.00	0.07	7,850.93	0.00
TOTAL EXPENDITURES	7,851.00	1,962.66	5,888.34	25.00
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>0.00</b>			
<b>Fund 350 - City Hall Debt Fund</b>				
TOTAL REVENUES	98,535.00	0.14	98,534.86	0.00
TOTAL EXPENDITURES	98,000.00	0.00	98,000.00	0.00
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>535.00</b>			

09/30/2016

**REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK  
PERIOD ENDING 09/30/2016**

GL NUMBER	2016-17	YTD BALANCE	AVAILABLE	% BDGT USED
	AMENDED BUDGET	09/30/2016	BALANCE	
		NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	
<b>Fund 402 - Fire Equip Replacement Fund:</b>				
TOTAL REVENUES	30,060.00	29,973.53	86.47	99.71
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>30,060.00</b>			
<b>Fund 590 - Water Supply Fund</b>				
TOTAL REVENUES	1,829,950.00	575,432.50	1,254,517.50	31.45
TOTAL EXPENDITURES	2,056,990.05	548,368.41	1,508,621.64	26.66
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>(227,040.05)</b>			
		<b>WATER FUND EXPENSE INCLUDE \$189,000 IN DEPRECIATION</b>		
<b>Fund 591 - Sanitary Sewer Fund</b>				
TOTAL REVENUES	1,289,230.00	302,247.80	986,982.20	23.44
TOTAL EXPENDITURES	1,828,988.88	76,877.78	1,752,111.10	4.20
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>(539,758.88)</b>			
		<b>SEWER FUND EXPENSE INCLUDE \$248,000 IN DEPRECIATION</b>		
<b>Fund 661 - Motor Pool Fund:</b>				
TOTAL REVENUES	277,820.00	37,757.15	240,062.85	13.59
TOTAL EXPENDITURES	261,301.00	51,857.01	209,443.99	19.85
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>16,519.00</b>			
<b>Fund 865 - Sidewalks</b>				
TOTAL REVENUES				
TOTAL EXPENDITURES	10,000.00	0.00	10,000.00	0.00
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>9,500.00</b>	0.00	9,500.00	0.00
	500.00			
<b>Fund 866 - Weed Fund:</b>				
TOTAL REVENUES				
TOTAL EXPENDITURES	7,800.00	900.00	6,900.00	11.54
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>1,640.00</b>	130.00	1,510.00	7.93
	6,160.00			

10/03/2016

CHECK REGISTER FOR CITY OF SWARTZ CREEK  
CHECK DATE FROM 09/01/2016 - 09/30/2016

Highlighted amount is total for that vendor

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
09/01/2016	42554	ARROW UNIFORM RENTAL	MATS, SUPPLIES UNIFORMS, MATS, SUPPLIES, ENV.	32.12 102.09 <b>134.21</b>
09/01/2016	42555	BELL EQUIPMENT CO	LEFT/RIGHT ROCKER SWITCH	61.42
09/01/2016	42556	BOBBY G WILLIAMSON	TAX OVERPAYMENT 58-03-533-199	45.00
09/01/2016	42557	C & H CONSTRUCTION CO INC	WATERMAIN LEAK 5289 OAKVIEW	1,170.00
09/01/2016	42558	CFC TITLE SERVICE INC-ESCROW ACCT	TAX OVERPAYMENT 58-03-531-047	16.45
09/01/2016	42559	CONSTRUCTION FASTENERS INC	WASP & HORNET SPRAY (7)	39.83
09/01/2016	42560	CRAIG L KEELOR	PULLEY (3)/END CAPS (2)/PIN PULLLEY (2)	153.00
09/01/2016	42561	DEBORAH COMPTON	UB REFUND FOR 9269 CEDAR CREEK	245.42
09/01/2016	42562	DIANE WENDT	ELMS PARK DEPOSIT REFUND 8/21/16 #2	100.00
09/01/2016	42563	DONALD KORTH	FIX WINDOWS ISSUE/CREATE DOMAIN ACCT	150.00
09/01/2016	42564	DONALD LAJINESS JR	UB REFUND FOR 5428 MILLER	297.00
09/01/2016	42565	DOUGLAS GONYEA	ELMS PARK DEPOSIT REFUND 8/20/16 #2	100.00
09/01/2016	42566	FERGUSON ENTERPRISES INC	R900I METER	547.94
09/01/2016	42567	FRANCES WELCH	ELMS PARK DEPOSIT REFUND 8/21/16 #1	100.00
09/01/2016	42568	GUNTHERS LOCKSMITH SERVICE	SERVICE LOCK/6 KEYS	102.00
09/01/2016	42569	JANICE WILLIAMS	ELMS PARK DEPOSIT REFUND 8/21/16 #4	100.00
09/01/2016	42570	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	850.00
09/01/2016	42571	K O M	UB REFUND FOR 3304 DYE RD	2.21
09/01/2016	42572	MARGARET SHELLEY	WINSHALL PARK DEPOSIT REFUND 8/13/16 #2	100.00
09/01/2016	42573	MUZZALL GRAPHICS	PAYROLL CHECKS (1000)	177.70
09/01/2016	42574	PLANTE & MORAN PLLC	CONSULTNG SERVCS/YR END CLOSNG QUESTNS	620.00
09/01/2016	42575	RONALD L MCLEAN	ELMS PARK DEPOSIT REFUND 8/20/16 #1	100.00
09/01/2016	42576	ROWE PROFESSIONAL SERVICES CO	DE ELMS PARK 7/17-8/13/16	925.00
09/01/2016	42577	RWS OF MID MICHIGAN	AUGUST 2016 FY17 GARBAGE/RECYCLING/YARD	21,472.00
09/01/2016	42578	STATE OF MICHIGAN DEP OF STATE	NOTARY J KEY	10.00
09/01/2016	42579	STATE OF MICHIGAN-DEQ WTR	APPLICATION FOR DISTRIBTN CERT/THIELL	70.00
09/01/2016	42580	STATE OF MICHIGAN-DEQ WTR	APPLICATION FOR DISTRIBTN CERT/SVRCEK	70.00
09/01/2016	42581	TIFFANY QUINN	ELMS PARK DEPOSIT REFUND 8/20/16 #4	100.00
09/08/2016	42582	ACME BUILDING MATERIALS	FASCIA (34)/NAILS 1 BOX SOFFIT (10)/VINYL CHANNEL (9)	406.75 143.70 <b>550.45</b>
09/08/2016	42583	ARROW UNIFORM RENTAL	MATS, SUPPLIES UNIFORMS, MATS, SUPPLIES, ENV.	32.05 116.25 <b>148.30</b>
09/08/2016	42584	BROWNING POWER SYSTEMS LLC	REPAIR GENERATOR	238.00
09/08/2016	42585	CHARLES H KNOX SR	ELMS PARK DEPOSIT REFUND 8/28/16 #4	100.00
09/08/2016	42586	CONSUMERS ENERGY	8/1-8/31/16 STREET LIGHTS	8,070.04
09/08/2016	42587	CONSUMERS ENERGY	8/1-8/31/16 4524 MORRISH RD	33.78
09/08/2016	42588	CONSUMERS ENERGY	8/1-8/31/16 TRAFFIC LIGHTS	382.45
09/08/2016	42589	CONSUMERS ENERGY	8/1-8/31/16 SIRENS	18.18
09/08/2016	42590	CONSUMERS ENERGY	8/1-8/31/16 ELMS PARKING LOT	20.92
09/08/2016	42591	CONSUMERS ENERGY	8/3-8/30/16 A 8011 MILLER RD	22.57
09/08/2016	42592	CONSUMERS ENERGY	8/3-8/31/16 A 9099 MILLER RD	24.93
09/08/2016	42593	CONSUMERS ENERGY	8/3-8/31/16 A 5361 WINSHALL DR	24.09
09/08/2016	42594	CONSUMERS ENERGY	8/3-8/31/16 A 8301 CAPPY LN	192.04
09/08/2016	42595	CONSUMERS ENERGY	8/3-8/31/16 A 5257 WINSHALL DR	22.57
09/08/2016	42596	CONSUMERS ENERGY	8/3-8/31/16 A 8083 CIVIC DR	709.19
09/08/2016	42597	CONSUMERS ENERGY	8/3-8/31/16 E 5121 MORRISH RD	608.43
09/08/2016	42598	CONSUMERS ENERGY	8/3-8/31/16 A WINSHALL RESTROOMS	31.72
09/08/2016	42599	CONSUMERS ENERGY	8/2-8/30/16 A 8499 MILLER RD	23.83
09/08/2016	42600	CONSUMERS ENERGY	8/3-8/31/16 A 8059 FORTINO DR	22.57
09/08/2016	42601	CONSUMERS ENERGY	8/3-8/31/16 A 8100 CIVIC DR	1,149.83

09/08/2016	42602	CONSUMERS ENERGY	8/3-8/31/16 A 4510 MORRISH RD	31.67
09/08/2016	42603	COOKS DIESEL RV & TRUCK REPAIR	REPLACED IGNITION SWITCH	170.00
09/08/2016	42604	DIXON ENGINEERING INC	TECHNICAL SPECS/CONTRACT DOCS WTR TWR	3,000.00
09/08/2016	42605	DONALD KORTH	TROUBLESHOOT VOICEMAIL ISSUE	150.00
09/08/2016	42606	<b>FAMILY FARM AND HOME INC</b>	TILT FAN	169.99
			BRICKFACE STEPPING STONE 16" (6)	18.00
			NUTS/BOLTS/WASHERS 1.2 LB	2.03
			WASP & HORNET SPRAY	4.99
			1 GAL WHITE PAINT	12.59
			GLOVES (2)	27.98
			TRIMMER LINE	8.99
			10 LB GRASS SEED	16.99
			RED SPRAY PAINT	4.69
			RETURN 1 GAL WHITE PAINT	(12.59)
				<b>253.66</b>
09/08/2016	42607	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
09/08/2016	42608	GENESEE CTY DRAIN COMMISSIONER	NPDES PHASE II IMPL FEES 7/1-9/30/16	1,234.92
09/08/2016	42609	GENESEE CTY DRAIN COMMISSIONER	NPDES WORK PHASE II 7/1-9/30/16	1,497.68
09/08/2016	42610	GENESEE CTY DRAIN COMMISSIONER	WESTERN TRUNK BOND PAYMENT	10,396.70
09/08/2016	42611	<b>GILL ROYS HARDWARE</b>	GALV NIPPLE/GALV COUPLING	12.78
			ADJUSTABLE BALLCOCK	10.99
			SINGLE CUT KEY	1.89
			SINGLE CUT KEY (9)	17.01
			TRASH CAN (2)/CLEANING SUPPLIES	69.89
			TRASH BAGS/CLEANING SUPPLIES	77.13
			SINGLE CUT KEY (4)	7.56
			1" GALV TEE	5.59
			WASP & HORNET KILLER	14.97
			GALV PIPE/GALV COUPLING/CONCRETE MIX	54.10
			SEALANT	9.99
			BEE & YELLOW JACKET TRAPS & KILLER	26.57
			WASP & HORNET KILLER (2)	11.98
			1" BLACK TEE	4.99
			TRASH BAGS (2)	35.98
			SCOURING POWDER (2)	7.98
			RED PAINT	25.99
			COTTON DECK MOP	15.99
			SINGLE CUT KEY (4)	7.56
			1 GAL ORANGE PAINT/BRUSH SET	42.98
			LOPPING SHEAR/PRUNER	49.98
			BLACK NIPPLE/BLACK COUPLING	6.58
			SCREWDRIVER (2)	11.78
			CLEANING SUPPLIES FOR PARKS	14.12
			GRAFFITI REMOVER	12.19
			STAIN/STAINING SUPPLIES	72.14
			SINGLE CUT KEY	1.89
			UPS SHIPPING/80 PR EARPLUGS	29.00
			FITTING W/PLUG/FLEXIBLE COUPLING	20.58
			AUG 2016 DISCOUNT	(67.15)
				<b>613.03</b>
09/08/2016	42612	INTEGRITY BUSINESS SOLUTIONS	PAPER TOWELS (2)	73.98
09/08/2016	42613	JESSICA CONTRERAS	UB REFUND FOR 9283 CEDAR CREEK	169.66
09/08/2016	42614	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	850.00
09/08/2016	42615	<b>KENNEDY EXCAVATING INC</b>	CE WINSTON/FAIRCHILD WATERMAIN/RETAINAGE	75,511.02
			CE WINSTON/FAIRCHILD INTERSECTIONS & RET	130,224.46
				<b>205,735.48</b>
09/08/2016	42616	MATTHEW R WADDILL	DUMP TRUCK TIRE REPAIR	10.00
09/08/2016	42617	OAK CONSTRUCTION CORPORATION	CE ELMS	1,839.15 V
09/08/2016	42618	OHM ADVISORS	MILLER-MORRISH TO ELMS	268.11
09/08/2016	42619	OHM ADVISORS	MILLER TALLMADGE TO DYE THRU 8/6/16	160.40

09/08/2016	42620	RIVERDALE BAPTIST CHURCH	ELMS PARK DEPOSIT REFUND 8/28/16 #2	100.00
09/08/2016	42621	ROWE PROFESSIONAL SERVICES CO	CE WINSTON/FAIRCHILD WATERMIAN 7/17-8/13	11,267.50
09/08/2016	42622	SUPER FLITE OIL CO INC	8/1-8/31/16 FUEL USAGE - DPW	891.75
09/08/2016	42623	SUPER FLITE OIL CO INC	8/1-8/31/16 FUEL USAGE - POLICE	1,254.41
09/08/2016	42624	VERIZON WIRELESS	AUG 2016 MONTHLY INVOICE	393.31
09/09/2016	42625	OAK CONSTRUCTION CORPORATION	CE ELMS PARK RESTROOM RENO	18,391.50
09/13/2016	42626	CONSUMERS ENERGY	GAS CONN & SETUP/ELEC RELOCATE CAPPY LIF	4,749.07
09/13/2016	42627	STATE OF MICHIGAN	ETRPT SCH AID MULTIPLE PARCELS	623.89
09/14/2016	42628	AMERICAN MESSAGING	SEPT 2016 8108332563 8108331159	26.05
09/14/2016	42629	<b>ARROW UNIFORM RENTAL</b>	MATS, SUPPLIES	32.05
			UNIFORMS, MATS, SUPPLIES, ENV.	101.85
				<b>133.90</b>
09/14/2016	42630	BIO-SERV CORPORATION	TREATED GROUND BEES	143.00
09/14/2016	42631	CHARTER TOWNSHIP OF MUNDY	COST SHARING AGREEMENT/POLICE	2,465.62
09/14/2016	42632	CONSUMERS ENERGY	8/4-9/5/16 A 6425 MILLER PARK & RIDE	67.85
09/14/2016	42633	CONSUMERS ENERGY	8/4-9/5/16 A 4125 ELMS RD	75.26
09/14/2016	42634	CONSUMERS ENERGY	8/5-9/5/16 A 4125 ELMS RD PAVILION	28.88
09/14/2016	42635	CONSUMERS ENERGY	8/3-8/31/16 A 8095 CIVIC DR	1,142.86
09/14/2016	42636	DANIEL L RHANOR	REPLACE BAD PLUG AND COVER/ELMS PARK	160.00
09/14/2016	42637	<b>DAVID KRUEGER</b>	SMALL CITIES MTG 9/7/16 DINNER/MILEAGE	29.26
			MILEAGE FIREMEN'S MEMORIAL	20.52
				<b>49.78</b>
09/14/2016	42638	DENNIS TANNER	ELMS PARK DEPOSIT REFUND 9/3/16 #1	100.00
09/14/2016	42639	GEN CTY ROAD COMMISSION	AUG 2016 S-MTCE & OPERATIONS	322.20
09/14/2016	42640	GEN CTY ROAD COMMISSION	I-69 WB RAMP@MORRISH	1.91
09/14/2016	42641	<b>JAMES NOLEN</b>	ASPHALT PATCH	11,423.00
			REPLACE 3600 SQ FT CONCRETE CITY GARAGE	19,400.00
				<b>30,823.00</b>
09/14/2016	42642	JEROME LOWERY	ELMS PARK DEPOSIT 9/3/16 #2	100.00
09/14/2016	42643	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	850.00
09/14/2016	42644	MATTHEW R WADDILL	REPAIR CHIPPER TIRE	10.00
09/14/2016	42645	MLIVE MEDIA GROUP	NOTICE OF PUBLIC HEARING/SPECIAL LAND US	320.74
09/14/2016	42646	MORE LIFE TABERNACLE	ELMS PARK DEPOSIT REFUND 9/5/16 #2	100.00
09/14/2016	42647	MY-CAN LLC	PORTAJON RENTAL 8/16-9/16/16	470.00
09/14/2016	42648	RICHARD ABRAMS	SMALL CITIES MTG 9/7/16 MILEAGE/DINNER	30.28
09/14/2016	42649	SWARTZ CREEK AREA FIRE DEPT.	AUGUST 2016 MONTHLY RUNS	2,017.87
09/14/2016	42650	TUCKER PLUMBING	REPLACE WASTE ARM & TAIL PIECE SINK	100.00
09/14/2016	42651	UNUM LIFE INSURANCE	OCT 2016 LIFE INS CLOLINGER/SHANNON	20.25
09/22/2016	42652	ADAM ZETTEL	REIMB HERITAGE CONFERENCE/A ZETTEL 9/23/	49.00
09/22/2016	42653	AGROSCAPING INC.	REGAL PETTICOAT MAPLE TREES (2)	530.00
09/22/2016	42654	<b>ARROW UNIFORM RENTAL</b>	MATS, SUPPLIES	32.05
			UNIFORMS, MATS, SUPPLIES, ENV.	101.85
				<b>133.90</b>
09/22/2016	42655	BARBARA BOXELL	ELMS PARK DEPOSIT REFUND 9/11/16 #4	100.00
09/22/2016	42656	BIO-SERV CORPORATION	PEST CONTROL/PUBLIC SAFETY BLDG	52.00
09/22/2016	42657	<b>BLUE CARE NETWORK-EAST MI</b>	OCT 2016 RETIREE MED INS KELLY	697.10
			OCT 2016 RTIREE MED INS O'BRIEN	1,234.31
			OCT 2016 RETIREE MED INS CLOLINGER	1,254.22
			OCT 2016 COBRA MED INS BUECHE	534.90
				<b>3,720.53</b>
09/22/2016	42658	<b>BLUMERICH COMMUNICATIONS</b>	RADIO REPAIR 13-384	91.86
			REMOTE MIC FOR W/T	128.50
				<b>220.36</b>

09/22/2016	42659	BOOTS ABRAMS	ELMS PARK DEPOSIT REFUND 9/11/16 #2	100.00
09/22/2016	42660	CARRINGTON MORTGAGE SERVICES	REFUND SU OVERPMT 58-02-503-060	1,290.95
09/22/2016	42661	CATHIE SHERMAN	ELMS PARK REFUND 9/11/16 #1 NO ELEC	170.00
09/22/2016	42662	CENTRAL LOAN ADMINISTRATION	REFUND SU OVERPMT 58-31-501-012	1,400.10
09/22/2016	42663	CHIEF SUPPLY CORPORATION	(2) BATTERY STICKS	33.98
09/22/2016	42664	CITY OF SWARTZ CREEK	REIMBURSE PETTY CASH	138.84
09/22/2016	42665	COOKS DIESEL RV & TRUCK REPAIR	REPLACED THROTTLE PEDAL SENSORS	480.20
09/22/2016	42666	<b>CREEK AUTO SERVICES LLC</b>	LOF MONTHLY MAINT 14-514	35.95
			REPLACE FRONT STRUTS 14-514	468.20
			REPLACE POWER OUTLET 14-514	73.00
			LOF MONTHLY MAINT 13-384	35.95
			LOF MONTHLY MAINT 12-144	35.95
			LOF MONTHLY MAINT 14-514	35.95
				<b>685.00</b>
09/22/2016	42667	DELTA DENTAL PLAN	OCT 16 DENTAL-RETIREEES(5)/COBRA(1)/EST T	365.82
09/22/2016	42668	DELUX TROPHIES & AWARDS	PLATE ENGRAVING CAMP 911	8.00
09/22/2016	42669	<b>DONALD KORTH</b>	CORR EMAIL ISSUE	100.00
			UPDATED WORKSTATIONS/SERVER/MAIL	300.00
				<b>400.00</b>
09/22/2016	42670	ETNA SUPPLY COMPANY	FAX/YELLOW CAUTION TAPE	11.99
09/22/2016	42671	FIDELITY SECURITY LIFE INSUR/EYEMED	SEPT 16 VISION-RETIREEES(5)/COBRA(1)	30.06
09/22/2016	42672	GAULT DAVISON PC	AUG 2016 ENVIRONMENTAL ISSUE	337.50
09/22/2016	42673	GUNTHERS LOCKSMITH SERVICE	REPAIR HANDICAP BUTTON AT LIBRARY	80.00
09/22/2016	42674	<b>INTEGRITY BUSINESS SOLUTIONS</b>	TONER, STAMP	230.95
			TONER, PENS	163.21
			56 GAL TRASH BAGS (2)	105.78
			GARBAGE BAGS (2)	145.98
				<b>645.92</b>
09/22/2016	42675	JERRY'S TIRE	(2) LT215/85R16 TIRES	337.54
09/22/2016	42676	<b>JOHNS TRUCK SERVICE</b>	REPAIR 2002 GMC TRUCK	969.24
			REMOVE & REINSTALL HYDRAULIC TANK	433.20
				<b>1,402.44</b>
09/22/2016	42677	JOSE A MIRELES	MOW & TRIM CITY PROPERETIES	850.00
09/22/2016	42678	LOANCARE LLC	REFUND SU OVERPMT 58-02-526-086	863.07
09/22/2016	42679	LYNNE CARROLL	ELMS PARK DEPOSIT REFUND 9/10/16 #3	100.00
09/22/2016	42680	MICHIGAN LUMBER CO	2 X 10-10' (6) LUMBER	81.00
09/22/2016	42681	<b>MOE SALES &amp; SERVICE INC</b>	FITTING FOR POWER WASHER	26.00
			REPAIR POWER WASHER	383.71
				<b>409.71</b>
09/22/2016	42682	MRWA	WTR CRT/RVW S1 S2/THIELL 10/19-10/20/16	330.00
09/22/2016	42683	MRWA	BSC MATH WTR PRSNL SVRCEK/THIELL 11/1/16	400.00
09/22/2016	42684	<b>OFFICE DEPOT CREDIT PLAN</b>	RED FLAGS/20" MONITOR (2)	244.07
			10 FT DVI CABLE	9.99
				<b>254.06</b>
09/22/2016	42685	PLANTE & MORAN PLLC	FY16 AUDIT BILL #1	15,000.00
09/22/2016	42686	PRINTING SYSTEMS	AV BLT ENV IN&OUT(500 EA)/AV APPS(250)	169.23
09/22/2016	42687	ROYALTY SERVICES INC	TOPSOIL (20)/LIMESTONE 23 TONS/DELIVERY	965.00
09/22/2016	42688	SIMEN FIGURA & PARKER PLC	AUG 2016 GEN'L/TRAFFIC/ORDIN	2,824.50
09/22/2016	42689	SUBURBAN AUTO SUPPLY	SPARK PLUG	2.99
09/22/2016	42690	SWARTZ CREEK SCHOOLS	10 CASES OF COPY PAPER	231.20
09/22/2016	42691	TRANSUNION RISK AND ALTERNATIVE	TRANSUNION INVESTIGATIVE 8/1-8/31/16	25.00
09/22/2016	42692	VILLAGE CLEANERS	AUG 2016 UNIFORM CLEANING	60.25

09/29/2016	42693	ARROW UNIFORM RENTAL	MATS, SUPPLIES UNIFORMS, MATS, SUPPLIES, ENV.	32.05 101.85
				<u>133.90</u>
09/29/2016	42694	BRADYS BUSINESS SYSTEMS	COPY MACH MAINT. AGREEMENT	1,214.76
09/29/2016	42695	COMCAST BUSINESS	9/26-10/25/16 CITY HALL	329.60
09/29/2016	42696	COMCAST BUSINESS	10/1-10/31/16 PUBLIC SAFETY BUILDING	149.80
09/29/2016	42697	ERSON INC	HYDRO TANK	450.00
09/29/2016	42698	GENESEE CTY DRAIN COMMISSIONER	AGENT FEES WESTERN TRUNK 9/1/16-8/31/17	162.39
09/29/2016	42699	GENESEE CTY DRAIN COMMISSIONER	WATER 7/27-8/31/16 3,300,010 CF	188,428.56
09/29/2016	42700	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	850.00
09/29/2016	42701	MICHIGAN ASSOC OF PLANNING	CONF REGISTRATION J FARMER 10/27/16	235.00
09/29/2016	42702	MICHIGAN ASSOC OF PLANNING	CONF REGISTRATION A. ZETTEL	387.00
09/29/2016	42703	MRWA	MEMB DUES MRWA 10/1/16-6/30/17	555.00
09/29/2016	42704	PURCHASE POWER	SEPT 2016 POSTAGE/TRANS FEE	2,020.99
09/29/2016	42705	ROWE PROFESSIONAL SERVICES CO	STREET PROJECTS 2017-2018	14,979.75
09/29/2016	42706	RWS OF MID MICHIGAN	SEPT 2016 FY17 GARBAGE/RECYCLING/YARD WA	21,472.00
09/29/2016	42707	SPORTS CREEK ACQ INC	SU TAX OVERPMT REFUND 58-35-400-001	6,344.60
09/29/2016	42708	SUBURBAN AUTO SUPPLY	PEAK 50/50 EXTN/BRAKE CLEAN	15.48
09/29/2016	42709	THE OETZEL-HARTMAN GROUP	APPRAISAL REPORT 5499 MILLER RD	7,500.00
09/29/2016	42710	U. S. POST OFFICE	POSTAGE FOR OCT 2016 WATER/SEWER BILLS	672.69
GEN TOTALS:				
Total of 157 Checks:				625,135.05
Less 1 Void Checks:				<u>1,839.15</u>
Total of 156 Disbursements:				623,295.90

**SWARTZ CREEK POLICE DEPARTMENT  
MOTOR POOL RENTAL HOURS  
SEPTEMBER 2016**

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	19	0	0	0
#05-649	54	1	0	0
#12-144	114	0	0	0
#13-384	258	0	0	0
#09-226	111	0	0	21
#10-161	121	0	0	0
#14-514	404	0	0	0
<b>TOTAL</b>	<b>1081</b>	<b>1</b>	<b>0</b>	<b>21</b>

## 210 OFFENSE SUMMARY

9/1/2013 12:00:00 AM – 9/30/2016 12:00:00

AM

Offense	Total
1173 - 11003 - CSC First (1st) Degree -Penetration Oral/Anal	1
1313 - 13001 - Assault and Battery/Simple Assault	3
1380 - 13003 - Telephone Used for Harassment, Threats	1
1399 - 13002 - Assault (Other)	1
2202 - 22001 - Burglary - Forced Entry - Residence (Including Home Invasion)	3
2404 - 24001 - Vehicle Theft	2
2901 - 29000 - Damage to Property - Business Property	1
2902 - 29000 - Damage to Property - Private Property	2
3071 - 30001 - Retail Fraud Misrepresentation 1st Degree	1
3078 - 30002 - Retail Fraud Theft 3rd Degree	4
3079 - 30003 - Retail Fraud Refund/Exchange 3rd Degree	1
3082 - 30004 - Organized Retail Fraud - Conspiracy to Commit an Organized Retail Crime	1
3084 - 30004 - Organized Retail Fraud - Removing, Destroying, Deactivating or Knowingly Evade Any Component of an Antishoplifting or Inventory Control Device to Prevent the Activation of That Device, or to Facilitate Another Person In Committing an Organized Retail Crime	1
3542 - 35001 - Synthetic Narcotic - Possess	1
3806 - 38001 - Neglect Child	1
4801 - 48000 - Resisting Officer	1
5006 - 50000 - Obstructing Justice	1
5311 - 53001 - Disorderly Conduct	1
8011 - 54001 - Motor Vehicle Accident - Failed to Stop and Identify	4
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	2
8277 - 54003 - Traffic - Registration Law Violations	1
8280 - 54003 - Traffic - No Proof of Insurance	1
9910 - 93001 - Traffic, Non-Criminal - Accident	9
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	5
9945 - 98009 - Inspections/Investigations - Drug Overdose	1
9947 - 99002 - Miscellaneous - Natural Death	1
9953 - 99008 - Miscellaneous - General Assistance	1
<b>Total:</b>	<b>52</b>

SCPD200 Ticket Ledger Report  
 9/1/2016 12:00:00 AM - 9/30/2016 12:00:00  
 AM

Citation No	Citation Date Time	Location	Offense
10021	9/14/2016	5044 Morrish Rd	
			6205 - 62000 - Environment
10022	9/14/2016	8103 Miller Rd	
			6205 - 62000 - Environment
11063	9/20/2016	5421 Winshall	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11064	9/20/2016	5354 Winshall	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11065	9/20/2016	5304 Winshall	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11331	9/15/2016	Worcester	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11333	9/19/2016	Maple	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11334	9/20/2016	Worcester	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
1345271	9/4/2016	Ingalls St W/b At Brady St	
			8072 - 54003 - Traffic - Careless Driving
1345272	9/23/2016	Holland At Miller	
			8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License
			8143 - 54003 - Traffic - Wrong way/One Way Road
1345273	9/23/2016	Miller Rd E/b Near Dye Rd	
			3071 - 30001 - Retail Fraud Misrepresentation 1st Degree
			8915 - 89003 - Violation - Reg - Interstate Registration Violation
1345274	9/26/2016	Hill Rd Near Seymour	
			8280 - 54003 - Traffic - No Proof of Insurance
			8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License
1345281	9/4/2016	Ingalls St W/b At Brady St	
			8072 - 54003 - Traffic - Careless Driving
1345354	9/12/2016	Fairchild At Ingalls	
			8072 - 54003 - Traffic - Careless Driving

			8121 - 54003 - Traffic - Disregarded Stop Sign
1345355	9/19/2016	7044 Fairgrove Dr	
			5312 - 53001 - Disturbing the Peace
1345356	9/19/2016	1 Dragon Dr At Swartz Crk High School	
			5312 - 53001 - Disturbing the Peace
1345357	9/19/2016	1 Dragon Dr At Swartz Crk High School	
			5312 - 53001 - Disturbing the Peace
1345381	9/27/2016	Miller Rd At Burkeshire Pointe Dr	
			4801 - 48000 - Resisting Officer
			8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License
1345491	9/18/2016	Morrish, I-69	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1345492	9/28/2016	Bristol Near Heritage	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1482976	9/28/2016	S Seymour Near Hill Rd	
			8280 - 54003 - Traffic - No Proof of Insurance
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1482977	9/28/2016	S Seymour Rd Near Hill Rd	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
			8280 - 54003 - Traffic - No Proof of Insurance
1482978	9/28/2016	Elms N/b Near Yarmy	
			8280 - 54003 - Traffic - No Proof of Insurance
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1483095	9/1/2016	Seymour Near Chesterfield	
			8210 - 54003 - Traffic - Noisy Muffler/Excessive Fumes/Smoke
1483096	9/1/2016	Morrish Rd N/b Apple Crk	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1483097	9/9/2016	Miller Rd E/b Near Bristol	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
			8280 - 54003 - Traffic - No Proof of Insurance
1483098	9/11/2016	Miller Near Mclain	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1483099	9/20/2016	Miller Rd At Dye Rd	
			8127 - 54003 - Traffic - Disregarded Stop and Go Light
			8280 - 54003 - Traffic - No Proof of Insurance

1483100	9/20/2016	Miller At Fairchild	
			8280 - 54003 - Traffic - No Proof of Insurance
1483104	9/13/2016	I-69 Near Miller Rd	
			8128 - 54003 - Traffic - Improper Stop and Turn on Red
			3542 - 35001 - Synthetic Narcotic - Possess

**Total Tickets :** 30

**Total Offenses :** 41

# DPS ACTIVITY SEPTEMBER 2016

	<u>REGULAR</u>	<u>HOLIDAY</u>	<u>VACATION</u>	<u>ABSENT</u>	<u>OT</u>	<u>DT</u>
<b>101 GENERAL FUND</b>						
262.0 ELECTIONS						
345.0 P S BLDG	16.26	0.44	0.32	0.07	2.00	
781.0 AMPHI-PARK						
782.0 WINSHALL PARK	50.32	3.41	0.29	0.72		
783.0 ELMS PARK	38.52	0.64	1.02	0.19		
784.0 BICENT. PARK						
790.0 SENIOR CENTER/LIBRARY	39.26	1.79	0.32	0.26		
793.0 CITY HALL	14.52	0.37	1.46	0.07		
794.0 COMM PROMO	36.00	0.15	0.29	0.21		
796.0 CEMETERY						
<b>202 MAJOR STREET FUND</b>						
429.0 SAFETY						
441.0 PARK & RIDE	11.00	0.11		0.04		
463.0 STREET MAIN	82.00	4.55	16.27	1.31		
474.0 TRAFFIC	10.00	0.44	0.22	0.17		
478.0 SNOW & ICE						
482.0 ADMIN	11.52	0.64	0.64			
<b>203 LOCAL STREET FUND</b>						
429.0 SAFETY						
463.0 STREET MAIN	103.00	1.53	19.00	1.03	2.00	
474.0 TRAFFIC	29.00	1.55	0.34	0.82	2.00	
478.0 SNOW & ICE						
482.0 ADMIN	3.60	0.20	0.20			
<b>226 GARBAGE FUND</b>						
528.0 COLLECT	5.32	0.24	0.24	0.01		
530.0 WOODCHIPPING	79.32	3.09	12.88	1.25		
782.0 WINSHALL PARK GARBAGE	16.00	0.79		0.22	4.00	5.00
783.0 ELMS PARK GARBAGE	18.00	0.79		0.24	4.00	5.00
793.0 CITY HALL	2.55	0.03	0.31	0.01		
<b>590 WATER</b>						
540.0 WATER SYSTEM	143.20	10.10	6.57	2.17		2.00
<b>540.0 WATER-ON CALL</b>	3.00	0.11	0.11	0.12		
542.0 READ & BILL	25.75	0.62	1.43	0.90		
793.0 CITY HALL	6.38	0.09	0.76	0.03		
<b>591 SEWER</b>						
536.0 SEWER SYSTEM	52.20	2.66	2.96	0.17		
<b>536.0 SEWER-ON CALL</b>	3.00	0.11	0.11	0.12		
537.0 LIFT STATION	14.00	0.37	0.77	0.31		
542.0 READ & BILL	25.75	0.62	1.43	0.90		
793.0 CITY HALL	6.37	0.09	0.76	0.03		
<b>661 MOTOR POOL FUND</b>						
795.0 CITY GARAGE	76.16	4.47	11.30	0.63		
<b>DAILY HOURS TOTAL</b>	<b>922.00</b>	<b>40.00</b>	<b>80.00</b>	<b>12.00</b>	<b>14.00</b>	<b>12.00</b>

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

10/03/16

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
FNRD16-1071 COMPLETED	AS10-000110-0000-01	HARDENBURG, LEWIS 110 ASHLEY CIR	09/01/16 09/01/16	FINAL READ
WOFF16-1510	YA10-007060-0000-05	INDISH, KELLY 7060 YARMY DR	09/01/16	WATER TURN OFF
WOFF16-1511 CANCELLED	WI10-005127-0000-02	LACONIS JR, LAWRENCE 5127 WINSHALL DR	09/01/16	WATER TURN OFF
WOFF16-1512 COMPLETED	YA10-007036-0000-03	ROBISON, JACK 7036 YARMY DR	09/01/16 09/01/16	WATER TURN OFF
WOFF16-1513 COMPLETED	HA10-005014-0000-10	YAGER, AMBER 5014 HAYES ST	09/01/16 09/01/16	WATER TURN OFF
WOFF16-1514 COMPLETED	FA10-005137-0000-02	COPELAND, NELSON 5137 FAIRCHILD ST	09/01/16 09/01/16	WATER TURN OFF
WOFF16-1515 COMPLETED	BI10-005159-0000-03	BENNETT, RICHARD 5159 BIRCHCREST DR	09/01/16 09/01/16	WATER TURN OFF
WOFF16-1516 COMPLETED	MA20-008040-0000-02	RANCOUR, ROBERT 8040 MAPLE ST	09/01/16 09/01/16	WATER TURN OFF
DAPU16-0022 COMPLETED	EL10-004025-0000-01	SWANK, TED 4025 ELMS RD	09/01/16 09/01/16	DEAD ANIMAL PICK
MNT16-0222	CI10-008100-0000-01	PUBLIC SAFETY BUILDING 8100 CIVIC DR	09/01/16	BUILDING MAINTENA
WOFF16-1517 CANCELLED	MA20-008041-0000-04	TAYRAL LLC 8041 MAPLE ST	09/01/16	WATER TURN OFF
WOFF16-1518 CANCELLED	MI10-007336-0000-01	SPOONER, BRYAN 7336 MILLER RD	09/01/16	WATER TURN OFF
WOFF16-1519 CANCELLED	OA10-005329-0000-06	BENDALL, ANNE 5329 OAKVIEW DR	09/01/16	WATER TURN OFF
WOFF16-1520 CANCELLED	MI10-005354-0000-05	WILSON, BRIAN 5354 MILLER RD	09/01/16	WATER TURN OFF
WOFF16-1521 COMPLETED	WO10-005307-0000-02	SHEROSKI JR, TERRANCE 5307 WORCHESTER DR	09/01/16 09/01/16	WATER TURN OFF
WOFF16-1522 COMPLETED	FO10-005020-0000-05	WEFEL, DUSTIN 5020 FORD ST	09/01/16 09/01/16	WATER TURN OFF
WTON16-0947 COMPLETED	HA10-005014-0000-10	YAGER, AMBER 5014 HAYES ST	09/01/16 09/01/16	WATER TURN ON
WTON16-0948 COMPLETED	FO10-005020-0000-05	WEFEL, DUSTIN 5020 FORD ST	09/01/16 09/01/16	WATER TURN ON
WOFF16-1523 COMPLETED	WI10-005304-0000-07	JUNDT, CHRISTINA 5304 WINSHALL DR	09/01/16 09/01/16	WATER TURN OFF
WOFF16-1524 CANCELLED	MI10-008461-0000-04	PIRROTTA, LUCIA 8461 MILLER RD	09/01/16	WATER TURN OFF

City Council Packet

October 10, 2016

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
WTON16-0949 COMPLETED	BI10-005159-0000-03	BENNETT, RICHARD 5159 BIRCHCREST DR	09/01/16 09/01/16	WATER TURN ON
WOFF16-1525 COMPLETED	MI10-008169-0000-03	JAGGER, MICHAEL 8169 MILLER RD	09/01/16 09/01/16	WATER TURN OFF
WOFF16-1526 COMPLETED	MI10-007469-0000-02	SHAW, TIMOTHY 7469 MILLER RD	09/01/16 09/02/16	WATER TURN OFF
WOFF16-1527 CANCELLED	MA20-008056-0000-02	BENNETT, JASON 8056 MAPLE ST	09/01/16	WATER TURN OFF
WOFF16-1528 COMPLETED	HT10-003420-0000-00	BAEHR, KARL 3420 HERITAGE BLVD	09/01/16 09/07/16	WATER TURN OFF
WOFF16-1529 CANCELLED	DU10-005275-0000-02	GAGE, SHAWN 5275 DURWOOD DR	09/01/16	WATER TURN OFF
WOFF16-1530 COMPLETED	FA10-005050-0000-03	PROMENCHENKEL, TIFFANYE 5050 FAIRCHILD ST	09/01/16 09/01/16	WATER TURN OFF
WOFF16-1531 COMPLETED	CH20-008500-0000-02	LOUGHEED, KATRINA 8500 CHESTERFIELD DR	09/01/16 09/02/16	WATER TURN OFF
WOFF16-1532 COMPLETED	DO10-005410-0000-02	HOUGH, JUDY 5410 DON SHENK DR	09/01/16 09/01/16	WATER TURN OFF
WOFF16-1533 COMPLETED	JE10-004194-0000-06	CRAIL, GARY 4194 JENNIE LN	09/01/16 09/02/16	WATER TURN OFF
WOFF16-1534 COMPLETED	MO10-005058-0000-03	PAVLICA, BRIAN 5058 MORRISH RD	09/01/16 09/01/16	WATER TURN OFF
FNRD16-1077 COMPLETED	YA10-007115-0000-10	TRIPLE LEE PROPERTIES 7115 YARMY DR	09/01/16 09/02/16	FINAL READ
WTON16-0950 COMPLETED	FA10-005050-0000-03	PROMENCHENKEL, TIFFANYE 5050 FAIRCHILD ST	09/01/16 09/01/16	WATER TURN ON
WTON16-0951 COMPLETED	MI10-008169-0000-03	JAGGER, MICHAEL 8169 MILLER RD	09/01/16 09/01/16	WATER TURN ON
FNRD16-1076 COMPLETED	DO10-005304-0000-09	JMZ PROPERTIES 5304 DON SHENK DR	09/02/16 09/02/16	FINAL READ
WTON16-0952 COMPLETED	YA10-007036-0000-03	ROBISON, JACK 7036 YARMY DR	09/02/16 09/02/16	WATER TURN ON
WTON16-0953 COMPLETED	FA10-005137-0000-02	COPELAND, NELSON 5137 FAIRCHILD ST	09/02/16 09/02/16	WATER TURN ON
WOFF16-1535	BR20-006473-0000-01	JADWIN, STEVE 6473 BRISTOL RD	09/02/16	WATER TURN OFF
WTON16-0955 COMPLETED	CH20-008500-0000-02	LOUGHEED, KATRINA 8500 CHESTERFIELD DR	09/02/16 09/02/16	WATER TURN ON
WTON16-0956 COMPLETED	MO10-005058-0000-03	PAVLICA, BRIAN 5058 MORRISH RD	09/02/16 09/02/16	WATER TURN ON
WTON16-0957 COMPLETED	JE10-004194-0000-06	CRAIL, GARY 4194 JENNIE LN	09/02/16 09/02/16	WATER TURN ON
WTON16-0958	MA20-008040-0000-02	RANCOUR, ROBERT	09/02/16	WATER TURN ON

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		8040 MAPLE ST	09/02/16	
BXRP16-0114	HT10-003420-0000-00	BAEHR, KARL	09/02/16	CURB BOX REPAIR
COMPLETED		3420 HERITAGE BLVD	09/07/16	
BXRP16-0115	DU10-005275-0000-02	GAGE, SHAWN	09/02/16	CURB BOX REPAIR
COMPLETED		5275 DURWOOD DR	09/12/16	
READ16-0495	MI10-006192-0000-01	POLASEK, JAMES	09/02/16	READ METER
CANCELLED		6192 MILLER RD	09/02/16	
WTON16-0954	BR20-006473-0000-01	JADWIN, STEVE	09/06/16	WATER TURN ON
COMPLETED		6473 BRISTOL RD	09/02/16	
WOFF16-1536	BR20-007211-0000-03	SMOLINSKI, STEFANIE	09/06/16	WATER TURN OFF
COMPLETED		7211 BRISTOL RD	09/06/16	
WOFF16-1537	CH10-009124-0000-04	GALL, JONATHON	09/06/16	WATER TURN OFF
CANCELLED		9124 CHELMSFORD DR		
WOFF16-1538	DU10-005264-0000-01	SCHMIDT, ROBERT	09/06/16	WATER TURN OFF
COMPLETED		5264 DURWOOD DR	09/06/16	
WOFF16-1539	SC20-005086-0000-02	HORST, STEVEN	09/06/16	WATER TURN OFF
COMPLETED		5086 SCHOOL ST	09/06/16	
WOFF16-1540	WI10-005414-0000-03	ORVIS, JACQUELINE	09/06/16	WATER TURN OFF
CANCELLED		5414 WINSHALL DR		
WOFF16-1541	WO10-005192-0000-01	MORRISON, PAUL W	09/06/16	WATER TURN OFF
COMPLETED		5192 WORCHESTER DR	09/06/16	
WOFF16-1542	MC10-005108-0000-06	BRADLEY, KRISTIN	09/06/16	WATER TURN OFF
COMPLETED		5108 MC LAIN ST	09/06/16	
WOFF16-1543	HA10-005019-0000-03	COY, TERRY	09/06/16	WATER TURN OFF
CANCELLED		5019 HAYES ST		
WOFF16-1544	HA10-005026-0000-04	HILL, MATT	09/06/16	WATER TURN OFF
COMPLETED		5026 HAYES ST	09/06/16	
WTON16-0959	MI10-007469-0000-02	SHAW, TIMOTHY	09/06/16	WATER TURN ON
COMPLETED		7469 MILLER RD	09/06/16	
GWO16-0371	GR10-005226-0000-01	ELSTON, FREDERICK	09/06/16	GENERIC WORK ORDE
COMPLETED		5226 GREENLEAF DR	09/06/16	
FNRD16-1078	WI10-005304-0000-07	JUNDT, CHRISTINA	09/06/16	FINAL READ
COMPLETED		5304 WINSHALL DR	09/06/16	
WTON16-0960	SC20-005086-0000-02	HORST, STEVEN	09/06/16	WATER TURN ON
COMPLETED		5086 SCHOOL ST	09/06/16	
WTON16-0961	DU10-005264-0000-01	SCHMIDT, ROBERT	09/06/16	WATER TURN ON
COMPLETED		5264 DURWOOD DR	09/06/16	
WTON16-0962	WO10-005192-0000-01	MORRISON, PAUL W	09/06/16	WATER TURN ON
COMPLETED		5192 WORCHESTER DR	09/06/16	
WOFF16-1545	EL10-003493-0000-07	SPALDING, MICHELLE	09/07/16	WATER TURN OFF
COMPLETED		3493 ELMS RD	09/07/16	
WOFF16-1546	WO10-005215-0000-04	SMYTH, CHRISTINE	09/07/16	WATER TURN OFF
COMPLETED		5215 WORCHESTER DR	09/07/16	

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
WTON16-0963 COMPLETED	HT10-003420-0000-00	BAEHR, KARL 3420 HERITAGE BLVD	09/07/16 09/07/16	WATER TURN ON
GWO16-0372 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/07/16 09/07/16	GENERIC WORK ORDE
WTON16-0964 COMPLETED	WI10-005304-0000-07	JUNDT, CHRISTINA 5304 WINSHALL DR	09/07/16 09/07/16	WATER TURN ON
WTON16-0965 COMPLETED	MC10-005108-0000-06	BRADLEY, KRISTIN 5108 MC LAIN ST	09/07/16 09/07/16	WATER TURN ON
WTON16-0966 COMPLETED	EL10-003493-0000-07	SPALDING, MICHELLE 3493 ELMS RD	09/08/16 09/08/16	WATER TURN ON
FNRD16-1080 COMPLETED	CA10-008342-0000-08	KARADSHESH, HEATHER 8342 CAPPY LN	09/08/16 09/09/16	FINAL READ
FNRD16-1081 COMPLETED	BR20-006231-0000-03	GRIWATSCH, MINDY 6231 BRISTOL RD	09/08/16 09/09/16	FINAL READ
WTON16-0967 COMPLETED	BR20-007211-0000-03	SMOLINSKI, STEFANIE 7211 BRISTOL RD	09/09/16 09/09/16	WATER TURN ON
TRDN16-0065	WI10-005124-0000-06	HOOVER, SCOTT 5124 WINSHALL DR	09/09/16	TREE-TAKE DOWN
TRDN16-0066	WO10-005204-0000-03	CRAWFORD, SCOTT 5204 WORCHESTER DR	09/09/16	TREE-TAKE DOWN
TRDN16-0067	MC10-005048-0000-04	FERRIS, SCOTT 5048 MC LAIN ST	09/09/16	TREE-TAKE DOWN
FLAG16-0146 CANCELLED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/11/16	LOWER/RAISE FLAG
LIMB16-0020 COMPLETED	SE20-005449-0000-01	WYNN, DARLA S 5449 SEYMOUR RD	09/12/16 09/12/16	TREE LIMB DOWN
SI-000008 COMPLETED	DO10-005362-0000-02	FOOTE, DEBBIE 5362 DON SHENK DR	09/12/16 09/12/16	SIGNS
WOFF16-1547 COMPLETED	MO10-004432-0000-05	SWITZER, JOSH 4432 MORRISH RD	09/13/16 09/13/16	WATER TURN OFF
WOFF16-1548 CANCELLED	OA10-005247-0000-01	TREVILLIAN, DARLENE 5247 OAKVIEW DR	09/13/16	WATER TURN OFF
MNT16-0223 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	09/13/16 09/13/16	BUILDING MAINTENA
WTON16-0968 COMPLETED	WO10-005307-0000-02	SHEROSKI JR, TERRANCE 5307 WORCHESTER DR	09/14/16 09/14/16	WATER TURN ON
MNT16-0224	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/14/16	BUILDING MAINTENA
GWO16-0373 COMPLETED	CA10-008336-0000-01	SWARTZ CREEK SCHOOLS- WAREHO 8336 CAPPY LN	09/14/16 09/14/16	GENERIC WORK ORDE
WTON16-0969 COMPLETED	MO10-004432-0000-05	SWITZER, JOSH 4432 MORRISH RD	09/15/16 09/15/16	WATER TURN ON
WTON16-0970	HA10-005026-0000-04	HILL, MATT	09/15/16	WATER TURN ON

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
COMPLETED		5026 HAYES ST	09/15/16	
FLAG16-0147 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/16/16 09/19/16	LOWER/RAISE FLAG
LIMB16-0021	WO10-005222-0000-02	METCALFE, WILLIAM 5222 WORCHESTER DR	09/16/16	TREE LIMB DOWN
SWR16-0057 COMPLETED	OA10-005289-0000-05	RAMOS, SUSAN R. 5289 OAKVIEW DR	09/16/16 09/16/16	SEWER DRAIN PROBL
FNRD16-1079 COMPLETED	GR10-005373-0000-01	ANDERSON, THEODORE 5373 GREENLEAF DR	09/19/16 09/19/16	FINAL READ
DAPU16-0023 COMPLETED	MI10-006355-0000-01	KELLEY, CURTIS 6355 MILLER RD	09/22/16 09/22/16	DEAD ANIMAL PICK
WOFF16-1549 COMPLETED	MO10-005138-0000-06	BROWN, MICHELLE 5138 MORRISH RD	09/22/16 09/22/16	WATER TURN OFF
FLAG16-0148 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/23/16 09/23/16	LOWER/RAISE FLAG
READ16-0499 COMPLETED	EL10-004246-0000-01	ARBY'S STPRE #6451 4246 ELMS RD	09/23/16 09/23/16	READ METER
READ16-0500 COMPLETED	GR10-005318-0000-02	HASTINGS, BRENDA 5318 GREENLEAF DR	09/23/16 09/27/16	READ METER
READ16-0502 COMPLETED	JE10-004084-0000-01	SHUMAKER, MICHAEL 4084 JENNIE LN	09/23/16 09/23/16	READ METER
READ16-0503 COMPLETED	HI10-009315-0000-02	PERRY, STANLEY H. JR. 9315 HILL RD	09/23/16 09/23/16	READ METER
READ16-0504	BI20-004197-0000-02	KIMBRUE, TODD 4197 BIRCH LN	09/23/16	READ METER
READ16-0505 COMPLETED	DU10-005141-0000-08	BRIGHT, SCOTT & MARY KAY 5141 DURWOOD DR	09/26/16 09/26/16	READ METER
READ16-0506 COMPLETED	EL10-004311-0000-01	TACO BELL OF AMERICA 4311 ELMS RD	09/26/16 09/26/16	READ METER
READ16-0507 COMPLETED	HT10-003263-0000-02	WELLS, FRED 3263 HERITAGE BLVD	09/26/16 09/26/16	READ METER
READ16-0508 COMPLETED	SE20-005361-0000-03	ASBURY, MICHELLE 5361 SEYMOUR RD	09/26/16 09/26/16	READ METER
READ16-0509 COMPLETED	BI10-005310-0000-01	PEMBERTON, JAMES 5310 BIRCHCREST DR	09/26/16 09/26/16	READ METER
READ16-0510 COMPLETED	BR20-006449-0000-01	DYN-AMERICA LAND INC 6449 BRISTOL RD	09/26/16 09/26/16	READ METER
FNRD16-1083 COMPLETED	BR30-000166-0000-03	VALUE HOMES 166 BROOKFIELD DR	09/26/16 09/26/16	FINAL READ
READ16-0511 COMPLETED	OA10-005153-0000-02	BECKLEY, MICHELLE 5153 OAKVIEW DR	09/26/16 09/26/16	READ METER
TRDN16-0068	GR10-005193-0000-01	AMON, RODNEY 5193 GREENLEAF DR	09/27/16	TREE-TAKE DOWN

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
FNRD16-1084 COMPLETED	PA10-007240-0000-02	BURCH, WENDY 7240 PARK RIDGE PKY	09/27/16 09/27/16	FINAL READ
DAPU16-0024 COMPLETED	WA10-007459-0000-07	YOUNG, BRIAN 7459 WADE ST	09/27/16 09/27/16	DEAD ANIMAL PICK
WOFF16-1551 COMPLETED	SE20-005361-0000-03	ASBURY, MICHELLE 5361 SEYMOUR RD	09/27/16 09/27/16	WATER TURN OFF
WOFF16-1550	GR10-005207-0000-06	PLUMB, AMY 5207 GREENLEAF DR	09/28/16	WATER TURN OFF
GWO16-0375	WI10-005363-0000-01	WINSHALL PARK 5363 WINSHALL DR	09/28/16	GENERIC WORK ORDE
BXRP16-0116	GR10-005207-0000-06	PLUMB, AMY 5207 GREENLEAF DR	09/28/16	CURB BOX REPAIR
WOFF16-1552 CANCELLED	CH20-008512-0000-05	VERRAN, JENNIFER 8512 CHESTERFIELD DR	09/29/16	WATER TURN OFF
WOFF16-1553 COMPLETED	OA10-005159-0000-01	HARDIMON, SHAUN 5159 OAKVIEW DR	09/29/16 09/29/16	WATER TURN OFF
FLAG16-0149 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/29/16 09/30/16	LOWER/RAISE FLAG
WTON16-0971 COMPLETED	OA10-005159-0000-01	HARDIMON, SHAUN 5159 OAKVIEW DR	09/29/16 09/29/16	WATER TURN ON

Total Records: 116

Report Generated: 10/3/2016 1:02 PM

Report Options: Scheduled From: 9/1/2016 To: 9/30/2016

September 2016	MILES DRIVEN		GALLONS GAS PURCHASED		GALLONS DIESEL PURCHASED
#5-16 2WD gas	882.0		65.7		
#7-15 4WD gas	755.0		85.1		
#3-08 P/U 4WD gas	674.0		76.2		
09-03 P/U 4WD diesel	326.0				29.0
#2-08 P/U 4WD gas	609.0		77.0		
#6-00 BACKHOE diesel					
#11 DUMP gas			48.4		
#12-02 DUMP diesel	136.0				23.0
#12-04 DUMP diesel					
#12-99 GENERATOR gas					
#17 CASE BACKHOE diesel					
#19 JD TRACTOR diesel					8.0
#06-99 BUCKET TRUCK gas					
#21 WOOD CHIPPER diesel					43.0
#807 STREET SWEEPER diesel	123.0				108.0
#42 ASPHALT HEATER diesel					
#37 TRAIL ARROW					
#10-15 GEN gas					
<b>TOTAL</b>	<b>3505.0</b>		<b>352.4</b>		<b>211.0</b>

DPS Equipment Rental  
 September 2016  
 Page 1

Nature Of Work	4WD 7-15,3-08 2-08, 09-03	4WD 7-15,3-08 2-08, 09-03a	2WD 5-16	JCB Backhoe 06'00	Backhoe w/breaker 06'00a	Bucket Truck 6-99	Brush Hog 09'02	Dump 11	Dump w/plow 11a	Dump 12'02	Dump w/plow 12'02a	Dump 12-04	Dump w/plow 12-04a
101.262 Elections													
101.450 Forestry													
101.781 Pajitas Amphi													
101.782 Winshall Pk	25		5.4										
101.783 Elms Pk	7		14.4					1					
101.784 Bicentennial Pk													
101.790 Sen Ctr./Lib	30.5		7.2										
101.345 PS Bldg	15.5		7.2										
101.793 City Hall	12.5		5.4										
101.794 Comm Promo	12.5												
661.795 City Garage	2		1.5				2						
101.796 City Cem			1.2										
202.463 Maint. Major	23			3									
202.474 Traffic-Major	12												
202.478 Snow/Ice-Maj													
202.482 Major-Admin			14.4									2	
203.463 Maint-Local	18									1			
203.474 Traffic-Local	23												
203.478 Snow/Ice-Local													
203.482 Local-Admin			4.5										
226.528 Waste Collect	4		5.4										
226.530 Woodchipping	8		5.4				27			9			
590.540 Water System	65		54										
590.542 Water-Read/Bill	35												
591.536 Sewer System	8		54										
591.537 Sewer Lift Stat	6												
226.782 Winshall Pk Gbg	12												
226.783 Elms Pk Gbg	14												
591.542 Sewer Read/Bill	35												
<b>Total</b>	<b>368</b>	<b>0</b>	<b>180</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>29</b>	<b>0</b>	<b>11</b>	<b>0</b>	<b>2</b>	<b>0</b>

Nature Of Work	Portable Generator	17	Sweeper	19	Chipper	#42 Arrow	Arrow Board	Trailer	Roller	Pressure Washer	Post Hole Digger	01'98	open
101.262 Elections													
101.450 Forestry													
101.781 Pajitas Amphitheater				6									
101.782 Winshall Park													
101.783 Elms Park		1											
101.784 Bicentennial Park													
101.790 Sen. Ctr./Lib													
101.345 PS Bldg													
101.793 City Hall													
101.794 Comm Promo													
661.795 City Garage			2										
101.796 City Cem													
202.463 Maint. Major			17	17									
202.474 Traffic-Major													
202.478 Snow/Ice-Maj													
202.482 Major-Admin													
203.463 Maint-Local			38	1									
203.474 Traffic-Local													
203.478 Snow/Ice-Local													
203.482 Local-Admin													
226.528 Wast Collect													
226.530 Woodchipping		6			27								
590.540 Water System		13											
590.542 Water-Read/Bill													
591.536 Sewer System													
591.537 Sewer Lift Stat													
<b>Total</b>	<b>0</b>	<b>20</b>	<b>57</b>	<b>24</b>	<b>27</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

10/03/16

# City of Swartz Creek Building Permit List

2016

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
<b>Building</b>							
PB1600049	09/08/16	Lockhart Roofing Co.	(810) 235 9866	58-02-529-012	\$7,182	\$135.00 5058 MORRISH RD	48473-Siding
PB1600050	09/13/16	Lockhart Roofing Co.	(810) 235 9866	58-03-531-121	\$8,225	\$140.00 5176 BIRCHCREST DR	48473-Roofing
PB1600051	09/15/16	BROTEMARKLE, RICHARD		58-35-776-056	\$1,680	\$155.00 56 KINGSLEY	48473-Res Deck
PB1600052	09/28/16	Lockhart Roofing Co.	(810) 235 9866	58-02-503-081	\$7,515	\$135.00 5140 WINSHALL DR	48473-Roofing
PB1600053	09/28/16	THD At-Home Services, Inc.	(734) 246 3955	58-36-651-143	\$1,340	\$105.00 4282 CHAPEL LN	48473 Window Replacement
<b>Total:</b>		<b>5 Permits</b>	<b>Value: \$25,942</b>		<b>Fee Total: \$670.00</b>		Total Number of Dwelling Units <b>0</b>

<b>Electrical</b>							
PE1600042	09/07/16	Culp Electric Inc	(989) 288 4906	58-03-530-001	\$0	\$220.00 9041 MILLER RD	48473-Electrical
PE1600043	09/15/16	Jozsa Electric Inc	(810) 577 1044	58-36-651-246	\$0	\$116.00 4272 LATIFEE CT	48473-Electrical
PE1600044	09/29/16	AE Electrical Solutions	(248) 706 2700	58-30-651-071	\$0	\$106.00 6333 ST CHARLES PASS	48473-Electrical
<b>Total:</b>		<b>3 Permits</b>	<b>Value: \$0</b>		<b>Fee Total: \$442.00</b>		Total Number of Dwelling Units <b>0</b>

<b>Mechanical</b>							
PM160041	09/02/16	Dee Cramer Inc	(810) 579 4790	58-36-526-029	\$0	\$130.00 4107 JENNIE LN	48473-Mechanical
PM160042	09/07/16	Terry Allen Plbg & Htg Co	(810) 232 8270	58-35-776-089	\$0	\$130.00 89 HAMILTON ST	48473-Mechanical
PM160043	09/08/16	Ferrigan Heating and Cooling	(810) 691 5815	58-02-100-008	\$0	\$185.00 8339 CAPPY LN	48473 Mechanical
PM160044	09/12/16	Van Wall Fire Protection Inc.	(616) 785 5000	58-36-400-010	\$0	\$970.00 4276 KROGER DR	48473 Mechanical
PM160045	09/12/16	Konieczka Heating & Cooling	(810) 653 0299	58-30-651-071	\$0	\$130.00 6333 ST CHARLES PASS	48473-Mechanical
PM160046	09/13/16	Climate Pros Inc.	(630) 893 8511	58-36-576-012	\$0	\$220.00 7084 MILLER RD	48473-Mechanical
PM160047	09/14/16	JCK Plumbing Heating AC	(810) 845 6241	58-03-531-069	\$0	\$130.00 5226 SEYMOUR RD	48473-Mechanical

# City of Swartz Creek Building Permit List 2016

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
PM160048	09/15/16	Matthew Bigler	(810) 625 2486	58-36-651-246	\$0	\$105.00 4272 LATIFEE CT	48473-Mechanical
PM160049	09/26/16	Staley's Plbg & Htg, Inc.	(810) 659 5572	58-36-676-065	\$0	\$225.00 4292 LINDSEY DR	48473 Mechanical
PM160050	09/26/16	Dee Cramer Inc	(810) 579 4790	58-35-551-002	\$0	\$170.00 8406 MILLER RD	48473-Mechanical
<b>Total:</b>		<b>10 Permits</b>	<b>Value: \$0</b>		<b>Fee Total: \$2,395.00</b>		Total Number of Dwelling Units <b>0</b>

**Zoning**

PZ16-0018	09/08/16	BRAUN, PAUL & JUDY		58-03-533-056	\$1,940	\$25.00 5290 GREENLEAF DR	48473-Shed
PZ16-0019	09/16/16	BARRY, OSCAR & JULIE		58-02-501-111	\$485	\$25.00 5239 OAKVIEW DR	48473-Shed
<b>Total:</b>		<b>2 Permits</b>	<b>Value: \$2,425</b>		<b>Fee Total: \$50.00</b>		Total Number of Dwelling Units <b>0</b>

**Permit Total: 20                      Value: \$28,367                      Fee Total: \$3,557.00**

Permit.DateIssued Between 9/1/2016 12:00:00 AM AND 9/30/2016 11:59:59 PM

# Inspection List

10/03/16

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
8093 MILLER RD	58-02-528-001	Status	09/01/2016	09/01/2016	Partially Complied	Jeremy Pizzala
7169 RUSSELL DR	58-36-676-064	Rough	09/01/2016	09/01/2016	Approved	Matt Hart
7084 MILLER RD	58-36-576-012	Footing	09/01/2016	09/01/2016	Approved	Matt Hart
8197 MILLER RD	58-02-526-027	Final	09/01/2016	09/01/2016	Approved	Bob Davis
7219 LINDSEY DR	58-36-676-044	Rough	09/01/2016	09/01/2016	Approved	Matt Hart
8197 MILLER RD	58-02-526-027	Final	09/01/2016	09/01/2016	Approved	Bob Davis
6337 BRISTOL RD	58-31-100-038	Final	09/01/2016	09/01/2016	Approved	Bob Davis
8339 CAPPY LN	58-02-100-008	Underground	09/01/2016	09/01/2016	Approved	Leon Buning
8211 INGALLS ST	58-02-526-025	Ordinance	09/02/2016			Amy Nichols
8353 MILLER RD	58-02-504-006	Ordinance	09/02/2016			Amy Nichols
4276 KROGER DR	58-36-400-010	Flashing	09/06/2016	09/06/2016	Approved	Matt Hart
4336 MORRISH RD	58-35-576-014	Final	09/06/2016	09/06/2016	Approved	Matt Hart
5388 DURWOOD DR	58-03-533-114	Status	09/07/2016	09/07/2016	No Change	Jeremy Pizzala
5346 DURWOOD DR	58-03-533-120	Ordinance	09/07/2016	09/07/2016	Violation(s)	Jeremy Pizzala
5226 SEYMOUR RD	58-03-531-069	Final	09/07/2016	09/07/2016	Approved	Leon Buning
7084 MILLER RD	58-36-576-012	Framing	09/07/2016	09/07/2016	Approved	Matt Hart
4107 JENNIE LN	58-36-526-029	Final	09/08/2016	09/13/2016	Approved	Bob Davis
8339 CAPPY LN	58-02-100-008	Underground	09/08/2016	09/08/2016	Approved	Bob Davis
8083 CIVIC DR	58-35-576-059	Ordinance	09/12/2016			Tom Svrcek
5365 WORCHESTER DR	58-03-578-015	Site Inspection	09/12/2016			Tom Svrcek
8024 MILLER RD	58-35-576-043	Ordinance	09/12/2016	09/12/2016	Violation(s)	Jeremy Pizzala
5239 OAKVIEW DR	58-02-501-111	Status	09/13/2016	09/13/2016	Complied	Jeremy Pizzala
7169 RUSSELL DR	58-36-676-064	Insulation	09/13/2016	09/13/2016	Approved	Matt Hart
7219 LINDSEY DR	58-36-676-044	Insulation	09/13/2016	09/13/2016	Approved	Matt Hart
9041 MILLER RD	58-03-530-001	Rough	09/13/2016	09/13/2016	Approved	Leon Buning
5359 MILLER RD	58-32-100-008	Ordinance	09/13/2016			Amy Nichols
6025 MILLER RD	58-31-200-015	Ordinance	09/13/2016			Amy Nichols

# Inspection List

10/03/16

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
5354 MILLER RD	58-29-551-014	Follow Up	09/13/2016	09/13/2016	Partially Complied	Matt Hart
4126 ELMS RD	58-36-526-020	Follow Up	09/13/2016	09/19/2016	Not Complied	Matt Hart
8390 MILLER RD	58-35-300-008	Follow Up	09/14/2016	09/16/2016	Partially Complied	Matt Hart
9267 CEDAR CREEK CT	58-03-627-003	Follow Up	09/14/2016	09/16/2016	Complied	Matt Hart
5226 SEYMOUR RD	58-03-531-069	Final	09/15/2016	09/15/2016	Approved	Bob Davis
56 KINGSLEY	58-35-776-056	Post Hole	09/15/2016	09/15/2016	Approved	Matt Hart
4141 MORRISH RD	58-36-100-001	Status	09/19/2016	09/20/2016	Complied	Adam Zettel
4301 ELMS RD	58-31-551-006	Status	09/19/2016	09/20/2016	Not Complied	Adam Zettel
5256 DON SHENK DR	58-02-503-004	Status	09/19/2016	09/21/2016	No Change	Jeremy Pizzala
9189 OAKVIEW DR	58-03-531-096	Status	09/19/2016	09/21/2016	Partially Complied	Jeremy Pizzala
8093 MILLER RD	58-02-528-001	Status	09/19/2016	09/21/2016	Complied	Jeremy Pizzala
8403 MILLER RD	58-02-504-013	Status	09/19/2016	09/19/2016	Partially Complied	Matt Hart
8024 MILLER RD	58-35-576-043	Status	09/19/2016	09/21/2016	Partially Complied	Jeremy Pizzala
4292 LINDSEY DR	58-36-676-065	Rough	09/20/2016	09/20/2016	Approved	Bob Davis
5014 FORD ST	58-02-528-012	Status	09/21/2016	09/21/2016	No Change	Jeremy Pizzala
5346 DURWOOD DR	58-03-533-120	Status	09/21/2016	09/21/2016	Complied	Jeremy Pizzala
56 KINGSLEY	58-35-776-056	Final	09/21/2016	09/21/2016	Approved	Matt Hart
8403 MILLER RD	58-02-504-013	Status	09/22/2016	09/26/2016	Complied	Matt Hart
4272 LATIFEE CT	58-36-651-246	Final	09/22/2016	09/22/2016	Approved	Bob Davis
5239 OAKVIEW DR	58-02-501-111	Final Zoning	09/27/2016	09/27/2016	Approved	Matt Hart
7556 MILLER RD	58-36-552-009	Ordinance	09/28/2016	09/28/2016	Violation(s)	Matt Hart
5273 GREENLEAF DR	58-03-533-090	Follow Up	09/28/2016	09/28/2016	Complied	Matt Hart
5213 DURWOOD DR	58-03-533-165	Follow Up	09/28/2016	09/29/2016	Complied	Matt Hart
5259 DON SHENK DR	58-02-503-072	Follow Up	09/28/2016	09/28/2016	Complied	Matt Hart
5197 DAVAL DR	58-02-501-014	Follow Up	09/28/2016	09/28/2016	Complied	Matt Hart
7556 MILLER RD	58-36-552-009	Letter	09/29/2016	09/29/2016	Violation(s)	Tara Ford

# Inspection List

10/03/16

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
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**Inspections: 53**

Population: All Records  
Inspection.DateTimeScheduled Between 9/1/2016 12:00:00 AM AND 9/30/2016 11:59:59 PM

# Certificates With Inspections

10/03/2016

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
CR150056	9267 CEDAR CREEK CT	11/30/2015	11/30/2015	09/16/2016	09/16/2016	09/16/2019	Certified
Follow Up	ANichols	Matt Hart	Completed	Complied			
Follow Up	ANichols	Marty Johnson	Completed	Violation(s)			
Initial	ANichols	Marty Johnson	Completed	Violation(s)			
CR150082	5259 DON SHENK DR	12/08/2015	12/08/2015	09/28/2016	09/28/2016	09/28/2018	Certified
Follow Up	ANichols	Matt Hart	Completed	Complied			
Initial	ANichols	Marty Johnson	Completed	Violation(s)			
CR150105	5213 DURWOOD DR	12/30/2015	12/30/2015	09/29/2016	09/29/2016	09/29/2018	Certified
Follow Up	ANichols	Matt Hart	Completed	Complied			
Initial	ANichols	Marty Johnson	Completed	Violation(s)			
CR150106	5273 GREENLEAF DR	12/30/2015	12/30/2015	09/28/2016	09/28/2016	09/28/2018	Certified
Follow Up	ANichols	Matt Hart	Completed	Complied			
Initial	ANichols	Marty Johnson	Completed	Violation(s)			
CR150107	5197 DAVAL DR	12/30/2015	12/30/2015	09/28/2016	09/28/2016	09/28/2018	Certified
Follow Up	ANichols	Matt Hart	Completed	Complied			
Initial	ANichols	Marty Johnson	Completed	Violation(s)			

Population: All Records

Record Count: 5

Certificate.DateIssued Between 9/1/2016 12:00:00 AM  
AND 9/30/2016 11:59:59 PM

# Enforcements By Category

10/03/16

## BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E16-346	8024 MILLER RD	Violation	09/12/16	
E16-349	7556 MILLER RD	Violation	09/27/16	
<b>Total Entries: 2</b>				

## SIGNS

Enforcement Number	Address	Status	Filed	Closed
E16-343	8083 CIVIC DR	Complete	09/08/16	09/12/16
<b>Total Entries: 1</b>				

## WEED COMPLAINT

Enforcement Number	Address	Status	Filed	Closed
E16-341	8211 INGALLS ST	Inspection Pending	09/02/16	
E16-342	8353 MILLER RD	Inspection Pending	09/02/16	
E16-345	5365 WORCHESTER DR		09/12/16	
E16-347	5359 MILLER RD	Inspection Pending	09/13/16	
E16-348	6025 MILLER RD	Inspection Pending	09/13/16	
<b>Total Entries: 5</b>				

**Total Records: 8**

Population: All Records

Enforcement.DateFiled Between 9/1/2016 12:00:00 AM AND 9/30/2016 11:59:59 PM

## FANG REPORT September 2016

On 9-1-16, FANG officers conducted a controlled purchase of heroin from a suspect in the city of Flint. The investigation is on-going.

On 9-1-16, FANG officers conducted a controlled purchase of cocaine from a suspect in the city of Flint. The investigation is on-going.

On 9-2-16, FANG officers conducted a controlled purchase of heroin from a suspect in the city of Burton. The investigation is on-going.

On 9-6-16, FANG officers conducted a controlled purchase of heroin from a suspect in the city of Flint. FANG officers then obtained a search warrant for location services from the suspect's phone. Officers had information the suspect was travelling to Detroit to purchase heroin to sell in the Flint area. On 9-12-16, GPS phone information showed the suspect was travelling south on I-75. FANG officers set up the freeway observing the suspect travelling back north on I-75 as he entered Genesee County. After observing traffic violations a traffic stop was conducted by a MSP K-9 Trooper. The suspect was found to be in possession of 22 grams of heroin. Forfeiture proceedings were initiated on a 2008 Dodge Charger. The suspect was lodged in the Flint City Jail.

On 9-8-16, FANG officers observed a subject known by officers to be a mid-level heroin dealer walking from a hotel in Flint Twp. It was also known the subject had an active warrant for his arrest. FANG officers made contact with the subject arresting him without incident. The subject was found to have approximately 10 grams of heroin on his person (a part of this heroin was already packaged in 43 individual bindles). The subject was lodged in the Flint City Jail.

After several controlled purchases of cocaine in the Fenton area FANG officers obtained and executed a search warrant in the city of Fenton on 9-8-16. Officers seized 4.5 grams of cocaine, a small amount of marijuana wax and initiated forfeiture proceedings on \$1489.00. The suspect was lodged in the Genesee County Jail.

On 9-9-16, FANG officers executed two search warrants at two different locations in the city of Flint. Officers seized 47 bindles of heroin, 2 semi-auto hand guns and initiated forfeiture proceedings on \$164.00. Three subjects were lodged in the Flint City Jail.

On 9-9-16, FANG officers observed a suspected hand to hand drug transaction near a motel in the city of Burton. With the assistance of Burton P.D. officers made contact with one of the suspects. The suspect was found to be in possession of cocaine. The investigation is on-going.

On 9-12-16 and 9-19-16 FANG officers conducted undercover officer purchases of heroin from a suspect at a residence in the city of Flint. Offices obtained and executed a search warrant at the residence on 9-19-16. Officers seized 3 bindles of heroin, a small amount of crack cocaine, vicodin pills, a semi auto rifle and a pump shotgun. A review of the suspects phone has revealed text messages from a subject that

had just dropped the guns off to the suspect (a convicted felon) trading them for drugs. Forfeiture proceedings were initiated on \$420.00 and 3 flat screen televisions, 2 of which were still in the boxes. The suspect was lodged in the Flint City Jail.

On 9-12-16, acting on information from MSP aviation, FANG officers responded to a residence in Genesee Twp. reference marijuana plants growing in an open area behind a residence. Officers located and seized 71 marijuana plants. A warrant request will be submitted to the Genesee County Prosecutors Office.

On 9-12-16, acting on information from MSP aviation, FANG officers responded to a cornfield in Clayton Twp. Officers located and seized 20 marijuana plants. There are no suspects.

On 9-14-16, FANG officers conducted a controlled purchase of heroin from a suspect in the city of Flint. The investigation is on-going.

On 9-14-16, FANG officers conducted an undercover officer buy/bust in the parking lot of a business in the city of Flint. After a brief struggle the suspect was taken into custody. The suspect was found to be in possession of 10 grams of heroin, and 5 grams of crack. Forfeiture proceedings were initiated on \$1544.00. The suspect was lodged in the Flint City Jail.

On 9-14-16, FANG officers conducted a knock and talk at a residence in Mundy Twp. reference marijuana plants growing unsecured behind the residence. Officers located and seized 22 large marijuana plants. A report will be forwarded to the Genesee County Prosecutors Office for review.

On 9-16-16, FANG officers conducted a controlled purchase of heroin from a suspect in the city of Flint. The investigation is on-going.

On 9-20-16, FANG officers conducted a controlled purchase of cocaine from a suspect in the city of Flint. The investigation is on-going.

On 9-21-16, FANG officers conducted a controlled purchase of cocaine with the assistance of a Confidential Informant (CI). The CI was kept under surveillance to a house in Grand Blanc Township. The known drug dealer exited the house and approached the CI in the driveway of the home. The purchase of cocaine was made and the CI was surveilled away from the house. Information was gathered on the suspect and the investigation is still ongoing.

On 9-21-16, FANG officers conducted surveillance on a house in the City of Burton looking for a Fugitive with several Felony Warrants. The subject was observed leaving the home in a vehicle driven by a female. Surveillance was continued on the vehicle until a marked patrol unit was able to make a traffic stop. The male was arrested and lodged in the Genesee County Jail.

On 9-21-16, FANG officers conducted a knock and talk of a residence after receiving a tip of a possible Marijuana grow operation. An illegal grow was discovered and (9) marijuana plants were seized. The male homeowner was arrested and released pending further investigation.

On 9-22-16, FANG officers conducted operation HEMP in Mt. Morris Township with assistance from MSP aviation. Officers seized (151) marijuana plants from 3 illegal grow operations. The investigation is still on going.

On 9-24-16, FANG officers responded to a grassy area near I-69 in Lapeer County to assist Lapeer Post Troopers with the above mentioned methamphetamine lab dumpsite. FANG officers assisted Troopers with the investigation then searched, seized, packaged and transported the methamphetamine hazardous materials to the MSP methamphetamine hazardous materials storage container in Bridgeport.

On 9-26-16, FANG officers conducted a controlled purchase of cocaine with the assistance of a Confidential Informant (CI). The CI was kept under surveillance to a house in the City of Flint. The CI entered the home. The purchase of cocaine was made and the CI was surveilled away from the house. Information was gathered on the suspect and the investigation is still ongoing.

On 9-26-16, FANG officers conducted a knock and talks at a residence in Gaines Township after receiving a tip of Marijuana grow operation from MSP aviation. Officers seized (25) marijuana plants from an unsecure outdoor area. The investigation is still on going.

On 9-27-16, FANG officers were conducting surveillance on a Flint Township motel. Officers made contact with a male suspected a drug trafficking. The male was arrested and officers seized approximately 3.5 grams of Crack and 2.5 grams of Heroin. Forfeiture was initiated on \$305 in US currency. Officers also arrested another male on outstanding warrants. Both males were lodged in the Flint City lockup.

On 9-27-16, FANG officers conducted a knock and talk at a house in the City of Flint after receiving a tip of a Marijuana grow operation from MSP aviation. Officers seized (81) marijuana plants from an unsecure outdoor area. The investigation is still on going.

On 9-28-16, FANG officers responded to a corn field in Genesee Township after receiving a tip of Marijuana grow operation from MSP aviation. Officers seized (15) marijuana plants from an unsecure outdoor area. The investigation is still on going.

On 9-28-16, FANG officers conducted a controlled purchase buy/bust with the assistance of a Confidential Informant (CI). The CI contacted a known drug dealer and planned to meet at a parking lot in Downtown City of Flint. The drug dealer arrived and officers moved in arresting all parties. Officers seized approximately 4.1 grams of crack cocaine and forfeiture was initiated on \$939 in US currency. Two male subjects were lodged in the Flint City lockup.

On 9-28-16, FANG officers conducted a controlled purchase of crack cocaine with the assistance of a Confidential Informant (CI). The CI was kept under surveillance to a house in the City of Flint. The CI entered the home. The purchase of crack cocaine was made and the CI was surveilled away from the house. Information was gathered on the suspect and the investigation is still ongoing.

On 9-28-16, FANG officers conducted a second controlled purchase of crack cocaine with the assistance of a Confidential Informant (CI). The CI was kept under surveillance to a house in the City of Flint. The CI entered the home. The purchase of crack cocaine was made and the CI was surveilled away from the house. Information was gathered on the suspect and the investigation is still ongoing.

On 9-28-16, FANG officers were called to assist Flint Township Police at a house in Mt. Morris Township. The Flint Township Police executed a search warrant in reference to some Home Invasions and discovered an illegal Marijuana grow operation. Officers seized (7) Marijuana plants from inside the home. The investigation is still on going.

On 9-29-16, FANG officers were called to assist at a house in Flint Township. The Flint Township Police were called to the scene of a shooting and discovered an illegal Marijuana grow operation in the backyard of the residence. Officers seized (7) marijuana plants from outside and approximately 45 grams of processed marijuana from inside the home.

On 9-29-16, FANG officers conducted a controlled purchase of marijuana with the assistance of a Confidential Informant (CI). The CI was kept under surveillance to a house in Genesee Township. The known drug dealer exited the house and approached the CI in the driveway of the home. The purchase of marijuana was made and the CI was surveilled away from the house. Information was gathered on the suspect and the investigation is still ongoing.

Thanks to all for the continued support for the FANG.

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](mailto:richardp@michigan.gov)

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

Cell Site No.: MI4029  
Cell Site Name: DESIGN-4029  
Fixed Asset No.: 10076378  
Market: MI / IN  
Address: 4355 South Elms Road

## **FIRST AMENDMENT TO TELECOMMUNICATIONS FACILITY COLLOCATION AND LANDLORD/AWS AGREEMENT**

THIS FIRST AMENDMENT TO TELECOMMUNICATIONS FACILITY COLLOCATION AND LANDLORD/AWS AGREEMENT (“**First Amendment**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is by and between the City of Swartz Creek, a Michigan municipal corporation, having a mailing address of 8083 Civic Drive, Swartz Creek, MI 48473-1498 (hereinafter referred to as “**City**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to AT&T Wireless PCS, LLC, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (hereinafter “**AWS**” shall be referred to as “**Tenant**”).

**WHEREAS**, City and Tenant (or its respective predecessor-in-interest) entered into a Telecommunications Facility Collocation and Landlord/AWS Agreement dated March 27, 2000 (hereinafter, the "**Agreement**"), whereby City consented to AT&T subleasing certain premises ("**Premises**"), therein described, that are a portion of the property ("**Property**") located at 4355 South Elms Road, Swartz Creek, MI; and

**WHEREAS**, City and Tenant desire to amend the Agreement to adjust the Rent (as defined below) to rectify an overpay in Rent in the amount of \$15,840.93; and

**WHEREAS**, City and Tenant desire to amend the Agreement to modify the notice section thereof; and

**WHEREAS**, City and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Tenant agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Rent.** For the period of December 1, 2016 until December 31, 2017, Tenant’s payments for the sublease pursuant to Paragraph 2 of the Agreement shall abate in their entirety. To balance that abatement, Tenant agrees to pay City the sum of Eight Hundred Five and 47/100 Dollars (\$805.47) as a one-time payment, payable within ninety (90) days after the full execution of this Second Amendment. Commencing on January 1, 2018, the rent payable under the Agreement shall be One Thousand Two Hundred Twenty-Four and No/100 Dollars (\$1,224.00) per month (the "**Rent**"), and shall continue, subject to adjustment as provided herein. Paragraph 2 of the Agreement shall be amended to provide that Rent shall be adjusted as follows: commencing on December 1, 2021, and each five (5) years thereafter, the monthly Rent will increase by fifteen percent (15%) over the Rent paid for the immediately preceding month.

Cell Site No.: MI4029  
Cell Site Name: DESIGN-4029  
Fixed Asset No.: 10076378  
Market: MI / IN  
Address: 4355 South Elms Road

**FIRST AMENDMENT TO TELECOMMUNICATIONS FACILITY  
COLLOCATION AND LANDLORD/AWS AGREEMENT**

THIS FIRST AMENDMENT TO TELECOMMUNICATIONS FACILITY COLLOCATION AND LANDLORD/AWS AGREEMENT ("**First Amendment**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is by and between the City of Swartz Creek, a Michigan municipal corporation, having a mailing address of 8083 Civic Drive, Swartz Creek, MI 48473-1498 (hereinafter referred to as "**City**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to AT&T Wireless PCS, LLC, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (hereinafter "**AWS**" shall be referred to as "**Tenant**").

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Cell Site No.: MI4029  
Cell Site Name: DESIGN-4029  
Fixed Asset No.: 10076378  
Market: MI / IN  
Address: 4355 South Elms Road

2. **Acknowledgement.** City acknowledges that: 1) this First Amendment is entered into of the City's free will and volition; 2) City has read and understands this First Amendment and the underlying Agreement and, prior to execution of this First Amendment, was free to consult with counsel of its choosing regarding City's decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment; 3) City has been advised and is informed that should City not enter into this First Amendment, the underlying Agreement between City and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

3. **Notices.** Paragraph 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

“(a) NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: MI4029  
Cell Site Name: DESIGN-4029 (MI); Fixed Asset No.: 10076378  
575 Morosgo Drive  
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site #: MI4029  
Cell Site Name: DESIGN-4029 (MI); Fixed Asset No: 10076378  
208 S. Akard Street  
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to City:

City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473-1498

Cell Site No.: M14029  
Cell Site Name: DESIGN-4029  
Fixed Asset No.: 10076378  
Market: MI / IN  
Address: 4355 South Elms Road

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, City will send the below documents to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord

- (i) New deed to Property
- (ii) New W-9
- (iii) New Payment Direction Form
- (iv) Full contact information for new City including all phone numbers

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.”

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: M14029  
Cell Site Name: DESIGN-4029  
Fixed Asset No.: 10076378  
Market: MI / IN  
Address: 4355 South Elms Road

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this First Amendment on the dates set forth below.

CITY:  
City of Swartz Creek,  
a Michigan municipal corporation

TENANT:  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]



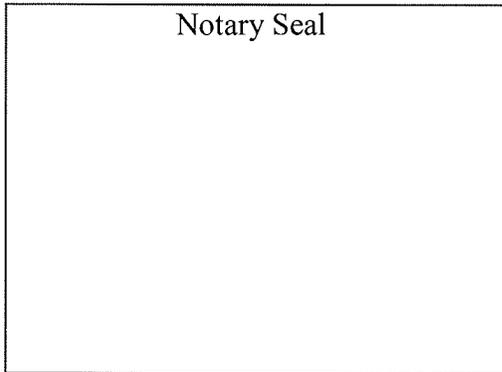
Cell Site No.: M14029  
Cell Site Name: DESIGN-4029  
Fixed Asset No.: 10076378  
Market: MI / IN  
Address: 4355 South Elms Road

**TENANT ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of

\_\_\_\_\_  
My appointment expires: \_\_\_\_\_

CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
PARK AND RECREATION ADVISORY BOARD  
MINUTES OF REGULAR MEETING  
October 5, 2016

Meeting called to order at 6:01 p.m. by Rae Lynn Hicks at the Paul D. Bueche Municipal Building.

Members Present: Ryan Bueche, Larry Cummings, Rick Henry (6:02), Rae Lynn Hicks, Joe Perreault, Dennis Reno, Sharon Shumaker, & Pat Williams

Members Absent: James Florence

Staff Present: Adam Zettel

Others Present: Lania Rocha, Jim Barclay, Steve Shumaker, & Dave Thomas

APPROVAL OF AGENDA: Motion by Dennis Reno to approve the agenda as amended to include Park Repair under new business, supported by Ms. Shumaker. Motion carried.

APPROVAL OF MINUTES: Motion by Williams, to approve minutes of September 7, 2016, supported by Shumaker. Motion carried.

MEETING OPEN TO THE PUBLIC: Steve Shumaker noted that it appeared the DDA is planning the future of 5012 Holland Drive. He recommended that the park board be involved. Mr. Henry spoke on behalf of an absent resident and inquired about hosting a small wedding at the Veterans' Memorial. There was no objection.

COMMUNICATIONS TO THE BOARD:

- A. September 7, 2016 Minutes
- B. Staff Letter
- C. Disc Golf Map and Information

REPORTS:

- A. DPW REPORT: Nothing to report.

OLD BUSINESS:

- A. Elms Park Improvements: Adam reported phase I bathrooms are done. Phase II improvements will be bid in the winter and completed in the spring.
- B. Fundraising: Adam indicated that the pumpkin sale raised \$608 dollars. Mr. Johns will be working on business letter follow up and holiday giving. Mrs. Hicks will be working on Thank You letters, and Mr. Reno had ideas to improve next year's sale, including a MSU-UM giving challenge. Mrs. Hicks was also going to approach the High School band director about attending the parade in Lennon in the summer of 2017.

NEW BUSINESS:

- A. Winshall Improvements: A nine hole disc golf course was mapped out and presented by Mr. David Thomas. He indicated that a complete set of baskets could

be purchased for under \$2,500, with future costs for pads and other equipment in the future. The course was well received. Funding, either by the city or businesses, was discussed. There was a 7-1 hand vote to endorse the course to the city council, subject to funding.

- B. Exercise Trail: There was no recommendation to remove, replace, or upgrade the course. Mr. Zettel indicated that unsafe equipment would be removed. Everything else would stay.
- C. Maintenance: The benches, some tables, the flag pole, the sign, and the pavilion floor in Winshall are finished or under work. More work is expected.
- D. Two Day Art Show: It was noted that the community groups that put on the August Art in the Park event at Elms Park are requesting a two day show for 2017 instead of a one day show. The park board supported this concept.  
Motion by Williams, to approve endorse a two day Art in the Park event in Elms Park for 2017, supported by Shumaker. Motion carried by voice vote.
- E. Park Repair: No further discussion ensued.

MEETING OPEN TO THE PUBLIC: Jim Barclay noted that he is hold a neighborhood watch meeting at Winshall Park on October 12 in the evening. He also informed the group about the existence of various FaceBook pages for the community.

BOARD MEMBER COMMENTS: Joe noted that the Elms Park sign should be redone next year. Rick Henry said that a Veteran Memorial ceremony would be held at the memorial at 11:00 a.m. on November 11<sup>th</sup>. Dennis Reno comment positively on the community entry sign on the city's west end. Sharon said that the scare crows are going up downtown. She also spoke in favor of a winter fest at Elms Park.

Members spoke briefly about the holiday decorating contest. Mr. Cummings and Mr. Perreault will be judging the west end. Mr. Reno and Mr. Henry will be judging the east end.

It was said that the bench by city hall is very rotted. Winter maintenance was recommended for the sings and lady bug at Winshall Park.

ADJOURNMENT: Meeting adjourned at 7:05 p.m.

NEXT MEETING: November 2, 2016, 6:00 p.m. at the Paul D. Bueche Municipal Building.

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James Florence, Secretary

## MINUTES

### POLICE AUTHORITY BOARD MEETING

8-24-16

Location: Charter Township of Mundy

Meeting was called to order at 10:00 a.m.

Curt Porath asked that everyone stand and led the audience in the Pledge of Allegiance. Mr. Porath acknowledged that the full board was present with no absentees (Curt Porath, Kay Doerr, David Krueger, Tonya Ketzler, Vane King, Dennis Pinkston, and Joe Oskey). Curt Porath asked for someone to accept the minutes from the last meeting. Tonya Ketzler moved for acceptance and Joe Oskey supported. Kay Doerr noted that Tonya was spelled incorrectly in one place. **MOTION CARRIED**, unanimously.

Mr. Porath asked if Chief Dan Atkinson if there were any additions or corrections to the Agenda. Chief Atkinson noted that he had given out some additional handouts that were not in the original packet, being the summary of the wages and the purchasing policy which Mr. Zettel was going to discuss. Mr. Krueger moved to accept the Agenda presented and Joe Oskey supported. **MOTION CARRIED** unanimously.

#### 1. CONSOLIDATION

Curt Porath asked Chief Atkinson to start off with the Agenda and the relatively good news. Chief Atkinson acknowledged that the contract slowed things down, but the consolidation itself and the officers working together and joint scheduling and whole concept is working very well. Officers are covering for each other and it's almost like we have officially merged and that's a good sign. Everything we wanted to see happening as far as the consolidation and activity is working well. In regards to the contract negotiations started in February and it's been difficult and working with union representatives. They came up with tentative agreement this past week and the union voted and passed. Ray has put final agreement together for review which they got yesterday. Chief Atkinson acknowledged that they did have to go to mediation and the mediator indicated that it was a very good contract. Chief Atkinson provided a summary page that breaks it down. There is a 3 year duration with a 3% increase in 2016 and 2.5% in both 2017 and 2018. The shift premium is what we currently have in effect. Longevity is eliminated. Changes in fringe benefits increases holidays by 1 day for Mundy Township employees and reduces it by 1 for the Swartz Creek. Personal days stay the same and vacation days were added after 25 years of service. On the insurance plan there will be some savings to the Authority or the Municipalities from the insurance plans they are going with. The retirement plan - the employee contribution is currently 7% for Mundy and 2% for Swartz Creek. This was kind of compromise and will go 4%, 5% and 6% over the next 3 years. All future full-time

employees hired will go to the hybrid type plan. Overall they believe they have a good contract and are putting the numbers together to make sure it's going to work.

Mr Krueger asked what management rights mean under #5. Chief Atkinson responded that every contract has a certain amount of management rights that has to do with being able to manage the department as far as scheduling, job assignments, and scope of work. Dep Chief Clolinger further explained that management rights was a separate section and deals with promotions, demotions, work schedule, work force. It allows management to make those decisions and it's not part of the contract that can be driven by the contract. Joe Oskey asked about the defined benefit and hybrid plan. Chief Atkinson related it was a 1.5% multiplier for all the members and there would be a certain amount of contribution that would be made by members into another account like a 457. It was clarified by Chief Atkinson and Dep Chief Clolinger that all new employees would be on the new plan, but all existing employees would still continue with the defined benefit plan. Dep Chief Clolinger said that basically the 1.5% is under defined benefit their contribution goes in and allows the employees when they reach retirement age that the section they've contributed to on the 401 and 457 they have access to those funds and the other defined benefit is a 1.5 multiplier. It's a plan a lot of agencies are going to and why they struggled with it because it was new and having something tiered with new employees but it helps and it's a good program, but doesn't believe the membership really understood it, but it doesn't apply to any of the current employees.

Chief Atkinson reiterated that it was a 1.5 multiplier, FAC 55/25 and the Authority will contribute a maximum of 10% of employer earnings to the defined benefit. Vane King asked if part-time was excluded from this contract or if there was something. Chief Atkinson said they are part of the union and it just pertains to their wages and they will have a starting wage and a wage after one year that will stay the same. Curt Porath asked if that was common and Chief Atkinson said that part time stuff is all over the place.

Chief Atkinson related that they are currently hiring another officer from the City of Flint, who is a three-year veteran with the City of Flint and is a K9 officer and wants to become a full-time officer. Mr Krueger asked if the K9 would come with him. Dep Chief Clolinger related that we would have to have some agreement with the City of Flint and transportation is an issue.

Mr. Krueger asked if the Contract was something that the Board has to accept. Chief Atkinson said the budget has to be put together first.

## 2. BUDGET/PAYROLL SERVICES

Chief Atkinson related that they started on the budget right away. Shawna has done some work and Dave Moore came in to help us and Adam has gotten information to

Juanita and hopes to be able to put together the budget quickly. They've also looked at Payroll Services. Dep Chief said they are looking at outsourcing payroll services and has an appointment on Monday with ADP as recommended by Dave Moore. Kay Doerr asked if they are contacting more than one vendor. Dep Chief said they are looking at a range of services so they are getting educated on this at this point.

### 3. ASSET MANAGEMENT

Chief Atkinson reported that the entire staff at Mundy Township put together a list of assets and received approval to get rid of some property and have some items on Bidcorp and getting rid of things they aren't using and will be starting at Swartz Creek.

### 4. METRO POLICE AUTHORITY

Chief Atkinson related at a couple of meetings ago they had decided to change the name from Regional Police Authority of Genesee County to Metro Police Authority of Genesee County. In the Board packet was information from Kevin Kilby on an amendment to establish it. The first item is an amendment to the interlocal agreement. They will need to get Mr. Guigear and Mr. Krueger's signature and the Boards will have to get a resolution approving this amendment. Once this is completed Mr. Kilby will take this and register it with both the County and the State. Chief Atkinson said the name change had already been approved and this was the paperwork needed to confirm the change. Nothing else is needed by the Board except the signatures.

### 5. PURCHASING POLICY

Curt Porath introduced agenda item for Adam Zettel to present. Mr. Zettel said the policy presented is a template modeled after the purchasing ordinance the City has modified for the Metro Police Authority. The template contains different thresholds for departmental or authority purposes by staff versus bids and quotes and the process for retaining professional services, emergency purchases, cooperative purchases - all of which the Authority would benefit from. Mr. Zettel suggested the Board look at it, get a 3<sup>rd</sup> party to look at it for additions or changes and suggested CPA Dave Moore look at it and make recommendations based on the structure of the Authority.

After some discussion, Curt Porath asked if anyone wanted to make a motion regarding the policy. Tonya Ketzler made motion to adopt purchasing policy as presented, Joe Oskey supported the motion. Adam Zettel made note that the policy had the projected name on it. MOTION CARRIED unanimously.

### 6. UNIFORMS/VEHICLE GRAPHICS

Curt Porath introduced the next item for Deputy Chief Clolinger's presentation. He related that there wasn't much new to add other than work on design of patches and badges and looking at bids for uniform replacement. The problem is that patches and badges will take 6-8 weeks to be made and an order can't be put in until we have everything settled. Curt Porath asked who was making the decision on the designs. Deputy Chief Clolinger said the Chief has the say in it with officers and Lieutenant having conversations about the design and they are looking at patches about the size of Swartz Creek's current patch in blue with silver. It would be brought back to the Board when a decision was made on the design that they wanted to use. This is on the back burner for now because nothing can be done until a decision is made on the Authority. Chief Atkinson related they can continue to work in their current uniforms, but they would like the new graphics on the vehicles. Mr Krueger asked if there were any common elements that could be used. Deputy Chief Rick Clolinger said the goal is to purchase new. They don't want to be seen in different uniforms, but need to appear professional and outstanding. They want to make a change in the material, leather gear should be the same, and there will be a cost factor. He believes the department will look a lot better if all the uniforms are the same. The departments have cleaned out all the old uniforms. Vests were just purchased for Swartz Creek and a couple of years left on the lifespan for Mundy Township. Mr Krueger asked if there were any items purchased by the Officers personally. Deputy Chief Clolinger said that their shoes, socks, and t-shirts are purchased by the Officers and they are supplied with the shirts, pants, vest, all of the collar brass, badges and everything they wear on their shirts, coats, raincoats all of it's purchased. Kay Doerr asked where they are on coats and if they would all have to be purchased. Deputy Chief Clolinger said we have some that can be used but eventually they will have to be purchased. He further related that command staff will wear gold and officers will wear silver. Mr Krueger asked if they wear hats. Deputy Chief Clolinger said hats are issued and styles are somewhat similar. Chief Atkinson said that Dave Stamm from Grand Blanc Township had put together a good policy for hats.

## 7. NATIONAL NIGHT OUT

Chief Atkinson related that Camp 911 and Cops in the Park are great programs and we are going to continue those programs and we also have Home Depot Safety Day and we're trying to keep our fingers in the community. He said Lieutenant Bade is working on National Night Out and combing with a couple of other departments.

Lt Bade said that last year Flint Township reached out to us after hearing about the consolidation efforts and wanted us to be a part last year in August. Lt Bade said it is scheduled for September 13 this year and it's a family event oriented towards kids with Mundy Township, Flint Township and Swartz Creek PD's and Fire Departments, EMS units, Ambulances, Paramedics, and State Police and allow the kids to look at and inspect everything. He further related that Clio is expected to be there with their

smokehouse and that McLaren will be there with the intoxication simulator, and a bounce house is being donated by retired Mundy Township officer Ron O'Neill and invited the Board to stop by at Flint Township PD on Norko.

#### 8. PM-AM

Chief Atkinson related that he had a presentation last week and looking at this as a way of managing policies and procedures, training and training records in an organized fashion. He related that they are looking at implementing this program. It is for informational purposes at this point. Curt Porath asked if the cost was minimal. Chief Atkinson related that it was \$1500/year but thinks it would be worth it and reduce liability.

#### 9. TIMELINE

Curt Porath introduced the next agenda item being the timeline moving forward. He said the hopefully within 2 weeks we would have the budget numbers and then the Board would have to approve it so it could be sent to the municipalities. Chief Atkinson said we have to start looking at the timeline to wrap it up and looking for input from the Board. Curt Porath suggested having the budget figures to the municipalities by October. Mr. Krueger would like it earlier so there is time to make adjustments. Juanita Aguilar interjected that the biggest contract negotiation is done but they may have to reach out to 3<sup>rd</sup> parties as to what further expenses there may be and 2 weeks is pushing it. Curt Porath said that's why he was looking at October. Chief Atkinson said he and Deputy Chief were looking at the calendar and think maybe the 21<sup>st</sup>. Mr Krueger said it could then be brought to the City Council on the 26<sup>th</sup>. Mr. Porath said then they would have 3 meetings to get it done which Mr Krueger and Tonya Ketzler agreed. Kay Doerr pointed out we have a deadline on the 31<sup>st</sup> of October and that we would need another opportunity to re-up again looking at the deadline. Curt Porath is looking at if it doesn't get done by the 24<sup>th</sup> of October, we're probably dead in the water anyway. Chief Atkinson asked if they wanted the 21<sup>st</sup> for scheduling the budget because we need for the interlocal, a date for a public hearing for the Police Authority, so he felt we could do the public meeting and Board meeting in one swipe and then it would give the opportunity in the next week to take it to the respective Boards. He further related that would give a month to finish up everything to have it effective in October. Deputy Chief Clolinger asked if the public hearing could be the same as the Board meeting or if they had to be separate which was acknowledged by several members of the Board that it could be the same. Joe Oskey asked if they're talking about the 21<sup>st</sup> of September and he related that they have budget hearings coming up and should have them wrapped up at Mundy Township. Tonya Ketzler said they go through October with budget hearings. There was discussion among Board members about the worst case scenario and if the effective date can be set for January 1<sup>st</sup>, appointment of permanent Board members and coordination with the

State. Joe Oskey asked if there has to be some resolution after this budget goes through that there is an effective date of January 1<sup>st</sup>. Adam Zettel said yes so bank accounts can be set up, and get insurance and things like that. David Krueger asked if there was a possibility that there are other municipalities that want to get on board as of January 1<sup>st</sup>? Chief Atkinson related that there is one municipality. Adam Zettel said that the budget will have the unit costs and the allocation between the two municipalities and if the Board enters into a contracted service for a 3<sup>rd</sup> city of township or whatever it is, then it would require a budget amendment, staffing changes or whatever is needed and that would be an Authority decision to contract the service and if that agency wants in the Interlocal Agreement that would be a process. Joe Oskey said basically we were looking timeline at the budget, a resolution to give authority that we're going to be permanent and what has to take place so that will be coming up and is there a resolution to deal with people joining and does the Board have to do anything of that nature. Tonya Ketzler pointed out that would be up to the Authority Board and not the municipalities.

After discussion by the Board about special meeting, Curt Porath asked for a motion to schedule the September 21<sup>st</sup> Special Meeting at a certain location. Joe Oskey made a motion at the City of Swartz Creek on the 21<sup>st</sup> of September at 10:00 in the morning, Kay Doerr support. No discussion. MOTION CARRIED unanimously. Curt Porath asked Chief Atkinson to take care of the paperwork. No further comments on the timeline.

## 10. PUBLIC COMMENTS

Mr. Abrams said this was an ad-hoc committee with mere recommendations. Board members said they were given authority to make the decisions as the Authority Board and given powers to make the decisions and that this is the Police Authority Board as a separate legal entity with all powers and no assets. Mr. Zettel said that the Council will make a yes/no vote overall to proceed with the effective date and the transfer of assets. Mr. Abrams stated that there are 2 no votes right now and 2 new people coming on the Board in November. Tonya Ketzler said that Board needs to be talking to them and doing their behind the scenes work to bring them around. Mr. Zettel argued that nobody should be a yes or no vote period, because they haven't looked at the full package.

Juanita Aguilar asked for updates of information from Mundy Township. Chief Atkinson said they would get with Shawna and get her the information.

Tommy Butler said they need to go back to the City and look at what was done when they approved the Authority. He said that this is not going to be easy and has been down this road before and the fun is starting out.

Mr. Abrams continued that he doesn't believe the Authority is legal until the whole thing is passed. Curt Porath asked Chief Atkinson to get a legal opinion from Kevin Kilby. Mr. Abrams questioned the date it was signed. Mr. Zettel and Kay Doerr stated it was signed October 27, 2015 by Swartz Creek and November 2, 2015, by Mundy Township. Mr. Abrams said he was going back to the Minutes because he doesn't recall seeing it.

There were no other comments by the public.

Mr. Porath called for an adjournment and was reminded there was one more agenda item - comments from Board members.

#### 11. BOARD MEMBER COMMENTS/ADJOURN

Deputy Chief Clolinger said he appreciated the opportunity to speak and is glad of where we're at and a long grueling 2 years to get here.

Curt Porath thanked Vane King for being there. Mr. King said he thought it looks good and is impressed - that it's going in the right direction. Believes that it's being done in the right way and setting the stage to tell the officers that too. He likes it and what's being done and its great there are other agencies wanting to get on board and that they're leading from the top, but including the people on the bottom.

Deputy Chief asked to add one more thing and that there was still the command staff contract to do, their civilian contracts and there is still some other work to do as well as Matt's Contract.

Kay Doerr said thank you to everyone around the table and to Vane for his input. Believes it's valuable to get the expertise from the outside to look over everything.

David Krueger said he was happy with the work and progress they're seeing and makes him feel like it's coming together and will be good for the Township and City and west side of the County. He has to agree with the Chief, it's time to pull the trigger on the Authority.

Chief Atkinson thanked the Board.

Curt Porath wanted to comment that he appreciates the command staff with all the day to day duties to accomplish, plus all this extra work on the negotiations that took up a lot of extra time and grief and thanks everyone working at the municipalities. He encouraged everyone to keep working to see this come to fruition.

Curt Porath asked if there was an objection to adjourning. No objections.

Adjourned: 11:21 A.M.

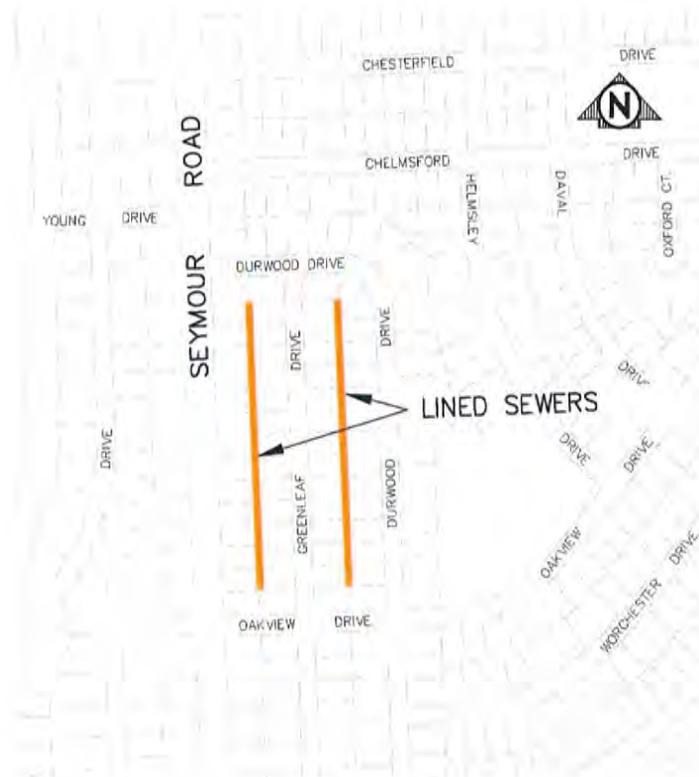
**CITY OF SWARTZ CREEK**  
**SANITARY SEWER REHABILITATION**  
**STATUS REPORT**  
**September 2016**

---

**1. COMPLETED WORK –**

- Winchester Village has been the priority for all rehabilitation efforts; a majority of the collection system in this area was constructed in the rear yards making pipe replacement very costly.
- Since 2008, nearly 22,000 feet of sanitary sewer main has been rehabilitated through the lining process.
- Recently Completed Projects-

- Sewer lining was completed on approximately 2,000 lineal feet of main between Oakview and Durwood (see map below).



Prepared by:  
**ROWE PROFESSIONAL  
SERVICES COMPANY**

## 2. 2016/2017 PROJECTS-

- Sewer lining will be completed on approximately 1,000 lineal feet of main located along the Chesterfield corridor, approximately 1,500 lineal feet of main located between Chesterfield and Chelmsford and approximately 1300 lineal feet of main between Greenleaf and Seymour (see map below). Costs for sewer lining are estimated at \$255,000.



## 3. FUTURE WORK -

- Future improvements are planned as shown on the attached "Capital Improvement Plan" map.

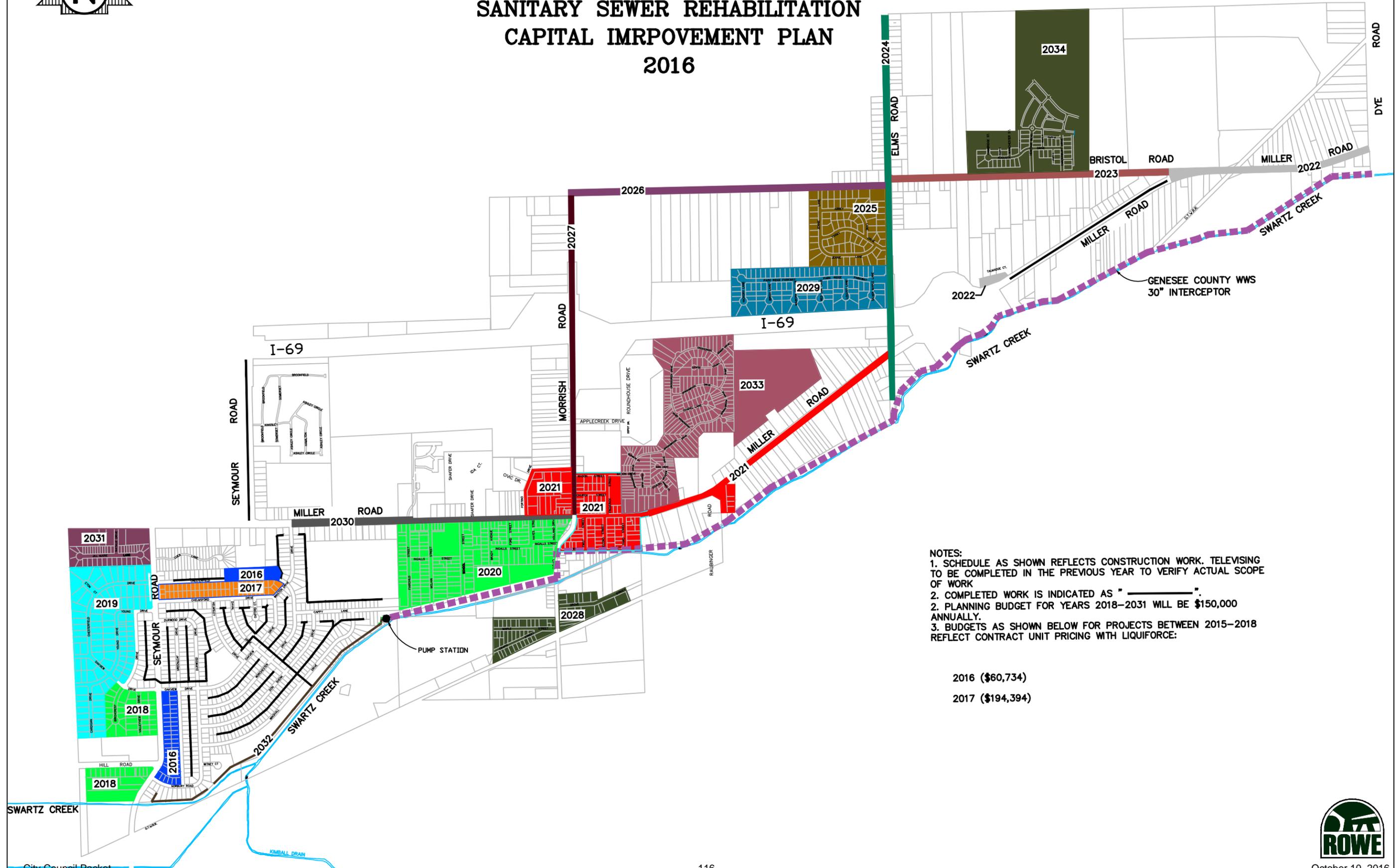


Prepared by:  
ROWE PROFESSIONAL  
SERVICES COMPANY



# CITY OF SWARTZ CREEK

## SANITARY SEWER REHABILITATION CAPITAL IMPROVEMENT PLAN 2016



- NOTES:
1. SCHEDULE AS SHOWN REFLECTS CONSTRUCTION WORK. TELEVISION TO BE COMPLETED IN THE PREVIOUS YEAR TO VERIFY ACTUAL SCOPE OF WORK
  2. COMPLETED WORK IS INDICATED AS " ———— ".
  2. PLANNING BUDGET FOR YEARS 2018–2031 WILL BE \$150,000 ANNUALLY.
  3. BUDGETS AS SHOWN BELOW FOR PROJECTS BETWEEN 2015–2018 REFLECT CONTRACT UNIT PRICING WITH LIQUIFORCE:

2016 (\$60,734)

2017 (\$194,394)



**CITY OF SWARTZ CREEK  
SANITARY SEWER TRENCHLESS REHABILITATION  
ITEMIZED BID SHEET  
2016 / 2017 Project Estimate  
27-Sep-16**

ITEM	DESCRIPTION	UNIT	UNIT PRICE	Chesterfield / Chelmsford MH 187 - MH 180 - MH 184		Chesterfield MH 192 - MH 188 - MH 196		Seymour / Greenlear MH 23 - MH 19	
				Qty	Item	Qty	Item	Qty	Item
<b>PART I - Cleaning, Video Inspection &amp; Reaming</b>									
A	High Pressure Water Jet Cleaning. All Sizes	FT	\$ 3.25		\$ -		\$ -		\$ -
B	Sanitary Sewer CCTV (Closed Circuit Television) Inspection recorded on DVD	FT	\$ 1.25		\$ -		\$ -		\$ -
C	Sanitary Sewer Calcite Reaming				\$ -		\$ -		\$ -
	Light - equal or less than 20% cross sectional area loss	FT	\$ 4.00	1638	\$ 6,552.00	1066	\$ 4,264.00	1293	\$ 5,172.00
	Heavy - greater that 20% cross sectional area loss	FT	\$ 6.00		\$ -		\$ -		\$ -
D	Sanitary Sewer Reaming/Cutting Roots with Approved Reamers and Cutters				\$ -		\$ -		\$ -
	Light - equal or less than 20% cross sectional area loss	FT	\$ 4.00		\$ -		\$ -		\$ -
	Heavy - greater that 20% cross sectional area loss	FT	\$ 6.00		\$ -		\$ -		\$ -
E	Reaming of Protruding Lateral utilizing approved remote controlled robotic reamer with CCTV assistance	EA	\$ 500.00		\$ -		\$ -		\$ -
F	Lateral Reinstatement	EA	\$ 500.00	57	\$ 28,500.00	17	\$ 8,500.00	38	\$ 19,000.00
<b>PART II - Structural Spot Repair as determined by Engineer</b>									
A	Pipe point structural spot repair with Cured-In-Place pipe (inverted tube liner) as specified including: sewer cleaning, pre and post video inspection with DVD and report.				\$ -		\$ -		\$ -
	8" diameter - 3' to 10' length	EA	\$ 2,500.00		\$ -		\$ -		\$ -
	8" diameter - additional length greater than 10'	FT	\$ 75.00		\$ -		\$ -		\$ -
	10" diameter - 3' to 10' length	EA	\$ 2,500.00		\$ -		\$ -		\$ -
	10" diameter - additional length greater than 10'	FT	\$ 100.00		\$ -		\$ -		\$ -
	12" diameter - 3' to 10' length	EA	\$ 2,750.00		\$ -		\$ -		\$ -
	12" diameter - additional length greater than 10'	FT	\$ 100.00		\$ -		\$ -		\$ -
	15" diameter - 3' to 10' length	EA	\$ 3,000.00		\$ -		\$ -		\$ -
	15" diameter - additional length greater than 10'	FT	\$ 100.00		\$ -		\$ -		\$ -
	18" diameter - 3' to 10' length	EA	\$ 3,500.00		\$ -		\$ -		\$ -
	18" diameter - additional length greater than 10'	FT	\$ 100.00		\$ -		\$ -		\$ -
<b>PART III - Sanitary Sewer Lateral Cleaning and Repairs</b>									
A	Lateral sewer CCTV (Closed Circuit Television) Inspection through mainline sewer including DVD and report.	EA	\$ 500.00		\$ -		\$ -		\$ -
B	Installation of 6" Diameter inverted type CIPP Lateral Liner (up to R.O.W.) from mainline sewer, including vacumm excavation and installation of a clean out to surface. Preparatory work of cleaning andn removal of debris in the lateral and temporary rest	EA	\$ 4,000.00		\$ -		\$ -		\$ -
<b>PART IV - Sanitary Sewer Joint Testing and Sealing</b>									
A	Sanitary Sewer Pipe Joint Sealing with approved Sealant including testing and removal of excess grout.				\$ -		\$ -		\$ -
	8" Diameter	JOINT	\$ 45.00		\$ -		\$ -		\$ -
	10" Diameter	JOINT	\$ 45.00		\$ -		\$ -		\$ -
	12" Diameter	JOINT	\$ 50.00		\$ -		\$ -		\$ -
	15" Diameter	JOINT	\$ 55.00		\$ -		\$ -		\$ -
	18" Diameter	JOINT	\$ 60.00		\$ -		\$ -		\$ -
<b>PART V - Structural CIPP Lining (Fully Deteriorated)</b>									
A	Manhole to Manhole CIPP Lining for 8" Diameter Mains	FT	\$ 36.00	1638	\$ 58,968.00	1066	\$ 38,376.00	638	\$ 22,968.00
B	Manhole to Manhole CIPP Lining for 10" Diameter Mains	FT	\$ 38.00		\$ -		\$ -		\$ -
C	Manhole to Manhole CIPP Lining for 12" Diameter Mains	FT	\$ 39.00		\$ -		\$ -	655	\$ 25,545.00
D	Manhole to Manhole CIPP Lining for 15" Diameter Mains	FT	\$ 50.00		\$ -		\$ -		\$ -
E	Manhole to Manhole CIPP Lining for 18" Diameter Mains	FT	\$ 60.00		\$ -		\$ -		\$ -
<b>Area Totals</b>					<b>\$ 94,020.00</b>		<b>\$ 51,140.00</b>		<b>\$ 72,685.00</b>



September 20, 2016

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

**Attn: Mr. Tom Svrcek**  
**Re: 2016 Prices**

As previously expressed, we have enjoyed working with you and the City of Swartz Creek on various sewer rehabilitation projects over the past several years. Together we have overcome many challenges and have successfully met the needs of both the collection system as well as the residents of the City.

We would like to express our gratitude for the professionalism and cooperation that we have encountered when working with you and your staff. The positive environment along with the open lines of communication with your Public Works Department has helped our forces to be successful in meeting your objectives.

Due to these positive experiences and cooperative working environment, we will continue to honor the existing unit prices and will meet or exceed all of the conditions / requirements you have come to expect from us.

If you have any questions or require additional information please feel free to contact me directly. We appreciate the work we have done with the City and look forward to continuing to work together in the future.

Sincerely,

*John Thompson*

Technical Representative

### Key Messages/Talking Points

- Governor Snyder has signed into law a three-bill package (HB 4209, 4210, and 4827) that aims to clarify the state's voter-approved medical marihuana law that was adopted in 2008. These bills are now Public Acts 281-283 of 2016. The new public acts, effective December 20, 2016, are meant to help Michiganders safely obtain access to marihuana products for medical purposes.
- Individuals and businesses may apply to the Medical Marihuana Licensing Board, which will be housed within the Department of Licensing and Regulatory Affairs (LARA), for five new types of licensees: growers, processors, provisioning centers, secure transporters, and safety compliance facilities.
- Public Acts 281-283 of 2016 give municipalities the authority to regulate the location, number, and type(s) of medical marijuana facilities within their borders, allow marijuana-infused products, and create a statewide monitoring system for use as an integrated marijuana tracking, inventory, and verification system.
- The Michigan State Police recognizes the rights of patients to obtain medical marijuana for medicinal purposes and we'll be working with both LARA and the state's prosecutors to ensure law enforcement understands these new laws and is capable of enforcing them as needed.

### Overview of Legislative Changes (not an all-inclusive list)

- **Public Act 281** creates the Medical Marihuana Licensing Board (Board) within the Department of Licensing and Regulatory Affairs (LARA), and gives it authority to regulate the activity and operation of medical marihuana facilities within the state. The Board will be comprised of five members appointed by the Governor.
  - The act, known as the Medical Marihuana Facilities Licensing Act, is effective 90 days after it is enacted into law. Three-hundred and sixty (360) days later, individuals and businesses will be able to begin applying to the Board for licenses as growers, processors, provisioning centers, secure transporters, and safety compliance facilities.
  - Marihuana facilities may not operate unless the municipality in which they wish to locate has adopted an ordinance specifically authorizing that type of facility. Municipalities may limit both the number and type of marihuana facilities allowed within their borders. A marihuana facility is a location at which a license holder is licensed to operate under the act.
  - The act creates five new types of licensees:
    - A **grower** is a licensee that is a commercial entity located in this state that cultivates, dries, trims, or cures and packages marihuana for sale to a processor or provisioning center.

- A **processor** is a licensee that is a commercial entity located in this state that purchases marihuana from a grower and that extracts resin from the marihuana or creates a marihuana-infused product for sale and transfer in packaged form to a provisioning center.
  - A **secure transporter** is a licensee that is a commercial entity located in this state that stores marihuana and transports marihuana between marihuana facilities for a fee.
  - A **provisioning center** is a licensee that is a commercial entity located in this state that purchases marihuana from a grower or processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning center includes any commercial property where marihuana is sold at retail to registered qualifying patients or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the Michigan Medical Marihuana Act is not a provisioning center for purposes of this act.
  - A **safety compliance facility** a licensee that is a commercial entity that receives marihuana from a marihuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to the marihuana facility.
- A "statewide monitoring system" will be established, implemented, and maintained by the LARA. The statewide monitoring system will be an internet-based, statewide database that is available to licensees, law enforcement agencies, and authorized state department and agencies on a 24-hour basis for all of the following:
    - Verifying registry identification cards.
    - Tracking marihuana transfer and transportation by licensees, including transferee, date, quantity, and price.
    - Verifying in commercially reasonable time that a transfer will not exceed the limit that the patient or caregiver is authorized to receive under section 4 of the Michigan Medical Marihuana Act, MCL 333.26424.
- **Public Act 282** requires LARA to establish a statewide monitoring system for use as an integrated marihuana tracking, inventory, and verification system. The statewide monitoring system will track all marihuana that is grown, processed, transferred, stored, or disposed of under the Medical Marihuana Facilities Licensing Act from seed-to-sale.
    - The act, known as the Marihuana Tracking Act, is effective 90 days after it is enacted into law.

- **Public Act 283** amends the Michigan Medical Marihuana Act to revise the definition of usable marihuana, allow for the possession, manufacture, and use of marihuana-infused products, and allow a patient or caregiver to possess a combine total of up to 2.5 ounces of usable marihuana and usable marihuana equivalents as defined in the act.
  - For purposes of determining compliance with certain quantity limitations, the act also establishes a rebuttable presumption that any weight listed on the packaging of a marihuana-infused product or on a marihuana transportation manifest is accurate.
  - The act protects patients and caregivers acting in compliance with the act from arrest, prosecution, or penalty for manufacturing a marihuana-infused product, transferring or purchasing marihuana from a provisioning center, transferring or selling marihuana seeds or seedlings to a licensed grower, or transferring marihuana to and from a safety compliance facility for testing.
  - The act also prohibits a patient or caregiver from transporting a marihuana-infused product in a motor vehicle, except when following the guidelines as outlined in the bill. An individual who violates any of these transportation requirements is responsible for a civil fine of not more than \$250.00.
  - The act also prohibits the use of butane to extract marihuana resin in a public place, motor vehicle, or a residential structure or its curtilage, or anywhere that demonstrates a failure to exercise reasonable care or reckless disregard for the safety of others
  - The act also added snowmobiles and off-road recreational vehicles to the types of vehicles under the Michigan Medical Marihuana Act that may not be operated while under the influence of marihuana.

On September 8, 2016, the Michigan State Senate passed House Bill 4209 (25-12), which creates the Michigan Medical Marihuana Licensing Board within the Department of Licensing and Regulatory Affairs (LARA). This bill gives the Board broad authority to regulate the activity and operation of medical marihuana facilities within the State.

Also, on September 8, 2016, the Michigan State Senate passed House Bill 4210 (28-9) (3/4 Vote required to pass), amending the Michigan Medical Marihuana Act to allow for the possession, and manufacture of marihuana-infused products such as edibles, oils, lotions, etc.

Lastly, on September 8, 2016, the Michigan State Senate passed House Bill 4827 (27-10), creating the Marihuana Tracking Act. This bill requires LARA to establish, maintain, and utilize a “seed-to-sale” tracking system that will track all marihuana that is grown, processed, transferred, stored, or disposed of under the Medical Marihuana Facilities Licensing Act (marihuana grown by caregivers will not be within the seed-to-sale system).

House Bills 4209, 4210, and 4827 will head back to the State House, most likely sometime this week, for a concurrence vote and then to the Governor’s desk for his signature.

The bills would become effective 90 days after they are enacted into law. Three-hundred and sixty (360) days later, individuals and businesses will be able to begin applying to the Medical Marihuana Licensing Board for licenses as growers, processors, provisioning centers, secure transporters, and safety compliance facilities.

The bills, and a summary of same, are attached for your review.

## **September 8, 2016 - Michigan Senate Passes Medical Marihuana Regulatory and Infused Products Bills**

Please see below a summary of House Bills 4209, 4827, and 4210.

### **HOUSE BILL 4209:**

#### **The Board:**

HB 4209 creates the Medical Marihuana Licensing Board (the “Board”) within the Department of Licensing and Regulatory Affairs (“LARA”), and gives it authority to regulate the activity and operation of medical marihuana facilities within the State.

The Board will be comprised of five members appointed by the Governor. Members may not have a direct or indirect financial interest in a marihuana facility or applicant, must be of good moral character, and may not have been convicted of any felony or a misdemeanor involving a controlled substance, dishonesty, theft, or fraud. Additionally, no more than three of the members may come from the same political party.

Each Board member will serve for a term of four years. For initial appointments, however, one member will serve a term of two years, and two members will serve three-year terms in order to stagger future turnover.

The Board, in conjunction with LARA, may also hire staff as needed, including a full-time executive director.

#### **Duties of the Board:**

The primary duties of the Board are implementing and administering the Medical Marihuana Facilities Licensing Act, making licensing determinations, overseeing the activities of licensed medical marihuana facilities, and working with LARA to promulgate administrative rules relating to the operation, health, and safety of marihuana facilities.

It should be noted that the bill specifically provides that LARA, in consultation with the Board, cannot promulgate a rule capping the number of marihuana facilities in the State.

## **Licenses:**

The bill will become effective 90 days after it is enacted into law.

Three-hundred and sixty (360) days later, individuals and businesses will be able to begin applying to the Board for licenses as growers, processors, provisioning centers, secure transporters, and safety compliance facilities.

When applying for any license, applicants must provide the Board with general identifying information, including information on every person who has an ownership interest in the applicant, as well as criminal, licensing, and financial background information.

As part of the application, the applicant must also notify the municipality in which it would operate that it is seeking a license.

Local control is key! Marijuana facilities may not operate unless the municipality in which they wish to locate has adopted an ordinance specifically authorizing the type of facility.

Municipalities also may limit both the number and type of marijuana facilities allowed within their borders. Those cities, villages, and townships may also pass their own regulations relating to marijuana facilities, including zoning ordinances, but may not contradict state regulation.

Once it receives notice from an applicant, a municipality has 90 days to submit the following information to the Board: (1) the ordinance authorizing the marijuana facility; (2) a copy of any applicable zoning regulations; and (3) a description of any marijuana-related ordinance violations committed by the applicant. Municipalities may also require an annual licensing fee of up to \$5,000.

Certain individuals are ineligible for a license under the legislation, including individuals convicted of or released from incarceration for a felony within the past 10 years, individuals convicted of a controlled substance-related felony within the past 10 years, and individuals convicted of a misdemeanor relating to a controlled substance violation, theft, dishonesty or fraud within the past five years.

Additionally, until June 30, 2018, individual applicants must have been a resident of the State for the immediately preceding two years in order to be eligible for a license. Also, before a license can be granted or renewed, an applicant or licensee must demonstrate that they can cover at least \$100,000 worth of liability for bodily injury to lawful users resulting from the manufacture, distribution, transportation, or sale of adulterated marihuana or marihuana-infused products.

In reviewing applications, the Board must conduct a thorough background investigation on all applicants.

Once issued, licenses are valid for one year and renewable annually, and may not be sold, transferred, or purchased without the approval of the Board.

The bill creates five new types of licenses:

**Grower:**

A grower is defined as an entity that cultivates, dries, trims, or cures and packages marihuana.

The bill creates three separate classes of grower licenses, each authorizing the facility to cultivate a defined number of plants:

- Class A: Up to 500 Plants
- Class B: Up to 1,000 Plants
- Class C: Up to 1,500 Plants

The bill defines the term “plant” to include “any living organism that produces its own food through photosynthesis and has observable root formation or is in growth material.”

Growers may only sell marihuana seeds or marihuana plants to other growers, and other forms of marihuana may only be sold to a processor or provisioning center.

Growers and their investors may not have an interest in a secure transporter or safety compliance facility.

Until December 31, 2021, each grower must employ an individual who has

at least two years' experience as a registered primary caregiver. However, no grower or employee of a grower may be a licensed caregiver at the time that he or she is licensed as, or employed by, a grower. Moreover, a grower may only operate in an area that is either not zoned or zoned for agricultural or industrial use.

**Processor:**

A processor is an entity that extracts resin from marijuana or creates and packages marijuana-infused products.

A processor license authorizes an entity to purchase marijuana from a grower and to sell processed marijuana or marijuana-infused products to provisioning centers.

Processors and their investors may not have any interest in a secure transporter or safety compliance facility.

Until December 31, 2021, each processor must employ someone who has at least two years' experience as a registered primary caregiver. However, no processor or employee of a processor may be a licensed caregiver at the time he or she is licensed as or employed by a processor.

**Secure Transporter:**

A secure transporter license authorizes the licensee to store and transport marijuana and money associated with the purchase and sale of marijuana between facilities.

All marijuana that is transported between facilities must be shipped by a secure transporter.

The secure transporter cannot transport marijuana for a sale to a patient or a primary caregiver.

In order to be eligible for a secure transporter license, an applicant and its investors cannot have an interest in any other medical marijuana facility, and may not be a registered patient or caregiver.

Secure transporters must comply with all of the following requirements:

- All drivers must have chauffeur's licenses issued by the State.
- No employee can have been convicted of or released from incarceration for a felony within the past five years, or have been convicted of a controlled substance-related misdemeanor within the same time period.
- Each vehicle used by the secure transporter must be operated by a two-person crew, with at least one individual remaining with the vehicle at all times when transporting marihuana.
- For every trip involving the transport of marihuana, a route plan and manifest must be entered into the statewide monitoring system, and a copy must be kept inside the vehicle at all times and made available to law enforcement upon request.
- All marihuana must be kept in one or more sealed containers that are not accessible during transit.
- All vehicles used to transport marihuana must not have any markings that would indicate that the vehicle is carrying marihuana.

### **Provisioning Center:**

A provisioning center is an entity that sells or provides marihuana to patients and caregivers.

A provisioning center may receive marihuana only from a grower or processor, and may only transfer marihuana to a qualifying patient, registered primary caregiver, or safety compliance facility.

Applicants and provisioning center investors may not have an interest in either a secure transporter or safety compliance facility.

Provisioning centers must comply with all of the following:

- Make sales to patients only after the marihuana has been tested and labeled.
- Enter all transactions, inventory, and other required information into the statewide monitoring system.
- Check that all patients sold to are listed as valid cardholders in the statewide monitoring system and will not exceed any daily purchasing limits set through rulemaking.
- Not sell alcohol or tobacco, or allow the consumption thereof on the

premises.

- Not allow a physician to conduct medical examinations on the premises for the purpose helping individuals to obtain a registry identification card.

### **Safety Compliance Facility:**

A safety compliance facility is a laboratory that tests marijuana for contaminants, as well as for THC and other cannabinoids.

For testing purposes, a safety compliance facility may receive marijuana from any marijuana facility or up to 2.5 ounces from a primary caregiver.

However, a safety compliance facility may only return marijuana to a marijuana facility, not to a primary caregiver.

Within one year of receiving a license, a safety compliance facility must be accredited by an entity approved by the Board, or have previously provided drug testing services to the State or the State's court system and be a vendor in good standing in regard to providing such services.

Additionally, safety compliance facility license applicants and investors may not have interests in any other medical marijuana facility. Safety compliance facilities must also have at least one employee with an advanced medical or laboratory science degree.

Safety compliance facilities must comply with all of the following:

- Perform tests to certify that marijuana is reasonably free from chemical residues.
- Use validated test methods to determine THC and other cannabinoid levels
- Perform tests to determine whether marijuana complies with microbial and mycotoxin content standards established by LARA.
- Perform other tests as prescribed by rulemaking.
- Hold a second laboratory space that is inaccessible to the general public.

Lastly, a "statewide monitoring system" will be put into place. An Internet-based, statewide database will be established, implemented, and maintained by LARA, that is available to licensees, law enforcement agencies, and authorized state department and agencies on a 24-hour basis for verifying

registry identification cards, tracking marihuana and transportation by licensees, including transferee, date, quantity and price, and verifying in commercially reasonable time that the patient or caregiver is authorized to receive under section 4 of the Michigan Medical Marihuana Act.

### **HOUSE BILL 4827:**

House Bill 4827 requires LARA to establish, maintain, and utilize (either directly or through contract) a “seed-to-sale” tracking system that will track all marihuana that is grown, processed, transferred, stored, or disposed of under the Medical Marihuana Facilities Licensing Act (marihuana grown by caregivers will not be within the seed-to-sale system.)

HB 4209 requires all licensees to use a third-party inventory control and tracking system that will allow them to interface with the statewide monitoring system in order to enter and access information.

### **Taxes, Fees, and Funds:**

The bill establishes a 3 percent tax on the gross retail receipts of all provisioning centers. This revenue will be deposited into the Medical Marihuana Excise Fund and distributed as follows:

- 25 percent to municipalities in which facilities are located, allocated in proportion to the number of facilities within the municipality.
- 30 percent to counties in which facilities are located, allocated in proportion to the number of facilities within the county.
- 5 percent to counties in which facilities are located, allocated in proportion to the number of facilities within the county, and earmarked specifically for the county sheriff.
- 30 percent to the State. Until September 30, 2018, this money will be deposited in the General Fund, and thereafter, the money will be deposited into the State’s First Responder Presumed Coverage Fund, which is used to provide funding for firefighters who develop certain types of cancer.
- 5 percent to the Michigan Commission on Law Enforcement Standards.
- 5 percent to the Michigan State Police.

The bill also creates a regulatory assessment to be imposed upon all licensees except safety compliance facilities.

The assessment will be calculated annually to cover the costs of medical marijuana-related services provided by various State departments, to provide funds for substance abuse-related programs, to cover expenses related to field sobriety tests, and to provide for the administrative costs of the Michigan Commission on Law Enforcement Standards.

Each applicable facility will then pay a proportionate amount of the assessment, which will go into the newly-created Marijuana Regulatory Fund.

## **HOUSE BILL 4210:**

### **Marijuana Infused Products:**

The bill amends the MMMA to allow for the possession, manufacture, and use of marijuana-infused products, such as foodstuffs, oils, lotions, etc.

Under the bill, a patient or his or her caregiver will be able to possess up to 2.5 ounces of combined usable marijuana and “usable marijuana equivalent,” which is the amount of usable marijuana in a marijuana-infused product.

HB 4210 sets the following as equivalent to one ounce of usable marijuana:

- 16 ounces of marijuana-infused product in a solid form
- 7 grams of marijuana-infused product in a gaseous form
- 36 fluid ounces of marijuana-infused product in a liquid form

The bill also establishes a rebuttable presumption that any weight listed on the packaging of a marijuana-infused product is accurate.

Also under the bill, a patient will be able to possess, for example, 16 ounces of marijuana-infused brownies or marijuana-infused water and an additional 1.5 ounces of usable marijuana.

HB 4210 provides protections for patients and caregivers who manufacture or possess marijuana-infused products consistent with the language in the bill.

Moreover, HB 4210 protects patients and caregivers from arrest, prosecution, or penalty for purchasing marijuana from a provisioning center, selling marijuana seeds or seedlings to a licensed grower, or transporting marijuana to and from a safety compliance facility for testing.

The bill also prohibits a patient or caregiver from transporting a marijuana-infused product in a motor vehicle, unless one of the following circumstances is met:

- A patient is transporting a marijuana-infused product in a package that is sealed and labeled with the weight of the product, name of the manufacturer and person from whom the product was received, and date of manufacture and receipt. The marijuana-infused product must also be transported in the trunk of the vehicle or, if the vehicle does not have a trunk, is not accessible from the interior of the vehicle.
- A caregiver is transporting a marijuana-infused product in a case that is accompanied by an accurate manifest that states the weight of the product, name and address of the manufacturer, date of manufacture, destination name and address, date and time of departure, estimated date and time of arrival, and, if applicable, name and address of the person from whom the product was received and the date of receipt. The marijuana-infused product must also be transported in the trunk of the vehicle or, if the vehicle does not have a trunk, is not accessible from the interior of the vehicle.
- A caregiver is transporting a marijuana-infused product for his or her child, spouse, or parent, and the marijuana-infused product is in a package that is sealed and labeled with the weight of the product, name of the manufacturer and person from whom the product was received, name of the qualifying patient, and date of manufacture and receipt. The marijuana-infused product must also be transported in the trunk of the vehicle or, if the vehicle does not have a trunk, is not accessible from the interior of the vehicle.

An individual who violates any of these transportation requirements is responsible for a civil fine of no more than \$250.

The bill also prohibits a medical marijuana patient from operating a snowmobile or ORV while under the influence of marijuana, just as the

MMMA already prohibits a patient from operating a motor vehicle, aircraft, or motorboat under the influence of marihuana.

Moreover, HB 4210 also prohibits the use of butane to extract marihuana resin in a public place, motor vehicle, or a residential structure or its curtilage.

A person who does either will not be able to assert a Section 8 affirmative defense against any criminal charges arising from operating a vehicle under the influence of marihuana or unlawfully conducting butane hash oil extraction.

Lastly, retroactive application of this bill does not create a cause of action against a law enforcement officer or any other state or local governmental officer, employee, department, or agency that enforced this act under a good-faith interpretation of its provisions at the time of enforcement.

## **Conclusion**

Within three months of the effective date of the Act, the Governor must appoint members of the Marihuana Advisory Panel, which consist a group of government officials, representatives of the cannabis industry, local law enforcement, and municipalities who will make recommendations to the Board regarding the promulgation of rules. That panel must first meet within one month of being appointed.

Additionally, rules must be promulgated as applicants can begin applying for licenses 12 months after the bill is signed. Language was included in an enacting section of HB 4209 to allow LARA to begin promulgating emergency rules.

Moreover, SB 1014 also passes on September 8, 2016, which will allow rules relating to the Medical Marihuana Facilities Licensing Act to sidestep the rulemaking process until January 1, 2017.

July 14, 2016

Miller and Bristol Road Regulator

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

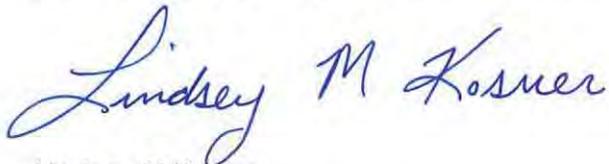
RE: SPECIAL USE APPROVAL

Consumers Energy is requesting a special use approval for Miller and Bristol Road Regulator located at: 6133 Bristol Road, Swartz Creek, MI in Section 31, T7N, R6E of Flint Township, Genesee County. The special use approval is for one regulation enclosure and one relief valve enclosure.

Enclosed please find our completed application form, along with a copy of our drawing H-6885, sheets 1, 9 and 13 providing the details of this project, as well as check #20144 in the amount of \$255.00 to cover the associated fees.

Please review these plans and advise of the date the planning commission will review and approve this project.

Consumers Energy Company continues to be committed to public safety and reliable service to their customers. Your cooperation will help us fulfill this commitment. Thank you for your assistance in this matter. If you have any questions, please feel free to contact Lindsey M. Kosner at 517-768-5632 or email at [l.kosner@cmsenergy.com](mailto:l.kosner@cmsenergy.com).



Lindsey M Kosner  
Business Services – Real Estate

CC: TCLAUCHERTY  
KFIELDER

*APPLICATION FOR SPECIAL USE APPROVAL*

City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473  
810-635-4464

To: City Clerk Date: 7/13/2016 Paid: \_\_\_\_\_ Receipt No: \_\_\_\_\_

NOTICE TO APPLICANT:

Regular meetings of the Swartz Creek Planning Commission are held on the 1<sup>st</sup> Tuesday of each month at 7:00 PM, at the City Hall, 8083 Civic Dr. Application for Special Use shall be filed at least thirty (30) days before the scheduled meeting date.

TO THE PLANNING COMMISSION

I, (We), the undersigned do hereby respectfully make application and petition the Planning Commission to call a special hearing to determine whether there are objections for the use of said property as follows:

Consumer Energy Facility  
2-enclosures & some above ground  
pipings & valves.

1. The property sought to be used as a "Special Use" is located and described, as follows: Assessment Roll Description No. 58-31-526-010,

16133 Bristol Road  
SWARTZ CREEK, MI 48473-7901

2. The property sought for "Special Use" is owned by:

Name: BERTHA OWEN (CONSUMER ENERGY OPTION AGENT)  
Address: 5292 LINDEN RD, SWARTZ CREEK, MI 48473

3. Requirements:

One Regulation enclosure & one relief valve  
Enclosure (Miller @ Bristol Regulator Station)

4. It is desired and requested that the foregoing described property be given a "Special Use" permit for:

Essential public services/utility buildings

5. We attach a statement hereto indicating why we request the "Special Use" of this property so stated, and why such will not be detrimental to the public welfare, nor the property of other persons in the vicinity thereof.

6. Submit plot plan.

Aaron Fisk, Aaron Fisk  
Signature of Applicant

One Energy Plaza Jackson, MI 49201  
Address

Phone Number: 517-768-5632 Lindsey Kosner

- A. Action Taken by the Planning Commission:
1. Date of first appearance of applicant: \_\_\_/\_\_\_/\_\_\_
  2. Date of Public Hearing: \_\_\_/\_\_\_/\_\_\_
  3. Findings of Planning Commission:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Determination:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COPY

OPTION

Order # 25734803

Miller and Bristol Road Regulator

Agreement #MI0000020317

319OPTION -2012

Parcel # 58-31-526-010

THIS OPTION is given this 29 day of April, 2016, by Kenneth O. Owen, Trustee of the Berta M. Owen Irrevocable Trust dated June 25, 2008, 419 Lyons Bay Road, Nokomis, Florida 34275 ("Owner") to CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201-2357 ("Optionee").

WITNESSETH:

1. In consideration of the sum of \$3,000.00 paid by Optionee to Owner, the receipt of which Owner acknowledges, Owner hereby grants to Optionee and its assigns the exclusive right and option ("Option"), during a period that begins on the date hereof and continues through September 30, 2016 (the "Term"), to purchase and acquire land (the "Premises") in the City of Swartz Creek, County of Genesee, and State of Michigan, described on Exhibit A, attached hereto, for the sum of \$30,000.00 (the "Purchase Price").

2. On payment or tender to Owner, in currency or check, of the Purchase Price (less amounts that are to be credited against the Purchase Price as mentioned elsewhere herein) during the Term of this Option (or any extension of such Term), Owner shall convey the Premises to Optionee by a good and sufficient warranty deed, properly executed by Owner in form for recording. Said warranty deed shall convey to Optionee an unencumbered marketable title in fee simple to the Premises. Said warranty deed shall grant to Optionee the right to make divisions of the conveyed land under section 108 of the Land Division Act, 1967 PA 288, as amended, as follows: all allowable. Unless otherwise agreed to in writing, Optionee will at its own expense prepare the warranty deed and a closing statement. Owner will be responsible for any attorney fees or other costs that Owner incurs in connection with Owner's review of the warranty deed or other documents related to this Option. Owner will pay all transfer taxes, and Optionee will pay any fees for recording the warranty deed.

3. It is understood that the description of the Premises on Exhibit A hereto may be indefinite or approximate. If Optionee has the Premises surveyed, then Optionee may elect to use the survey as the basis for the description of the Premises in the warranty deed to be delivered by Owner to Optionee if Optionee exercises this Option.

4. Optionee shall have the right during the Term of this Option (or any extension thereof) to enter upon the Premises to perform such surveys, soil borings, and environmental tests (including but not limited to soil and water testing) as Optionee deems necessary or desirable.

5. Optionee may elect, at any time during the Term of this Option (or any extension thereof) to pay the Purchase Price (less amounts that are to be credited against the Purchase Price as mentioned elsewhere herein, less transfer taxes which are Owner's responsibility as set forth above, and less any amounts that Optionee may at its sole option elect to pay to remove defects in title) to a bank, a title insurance company or an agent for a title insurance company ("Depository"), in escrow, on the condition that the Depository will pay over said sum to Owner upon (i) delivery by Owner to Optionee or to the Depository of the warranty deed described hereinabove, and (ii) receipt by Optionee or by the Depository of any releases of liens, receipts for unpaid property taxes or assessments, and/or other title curative documents as are needed for Optionee to receive title to the Premises in the condition mentioned above. Such deposit shall constitute payment in full of the Purchase Price the same as if payment had been made directly to Owner, and Optionee, upon making such deposit, shall have the immediate right to take possession of the Premises.

6. If Optionee exercises this Option and purchases the Premises, the sum paid by Optionee as consideration for this Option, together with any sum paid by Optionee to extend the Term of this Option, shall be credited against the Purchase Price. If Optionee does not exercise this Option, Owner shall retain the consideration paid for this Option and any sum paid to extend this Option as liquidated damages, and neither party hereto shall have any claim against the other; provided, however, that Owner shall refund to Optionee the sum paid by Optionee for the granting of this Option and any sum paid by Optionee for any extension of the Term of this Option if Optionee does not exercise this Option because (i) Optionee determines, in its sole judgment, that the Premises are unacceptable because of an environmental condition thereon or title or survey issue associated therewith, or (ii) Optionee is unable, within the Term of this Option (or extension of such Term if Optionee has in its sole judgment chosen to exercise its right to extend provided for herein), to obtain all necessary zoning changes, lot splits, or permits for its proposed use of the Premises. In addition, at Optionee's election and without limiting any other rights of Optionee, Owner shall refund to Optionee the sum paid by Optionee for the granting of this Option and any sum paid by Optionee for extension of the Term of this Option if Optionee does not exercise this Option because Owner is unable to convey title in the condition specified herein.

7. Optionee may extend the Term of this Option for an additional 60 days from and after the expiration of the original Term by paying Owner, in currency or check, the sum of \$3,000.00 at any time prior to expiration of the original Term of this Option. Optionee may make such payment to Owner in person, or by sending same by registered or certified mail, return receipt requested, to Owner's address set forth herein and the payment shall be deemed made upon such mailing. Such payment shall be credited against the Purchase Price if Optionee exercises this Option.

8. The benefits hereof shall accrue to and the obligations shall bind the heirs, successors, personal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, Owner has executed this instrument as of the date first above written.

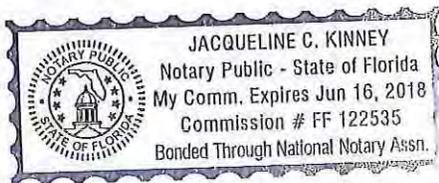
WITNESSES

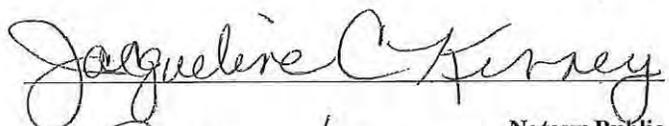
Berta M. Owen Irrevocable Trust dated June 25, 2008



  
Kenneth O. Owen, Trustee

The foregoing instrument was acknowledged before me in Sarasota County, Florida, on April 29, 2016, by Kenneth O. Owen, Trustee of the Berta M. Owen Irrevocable Trust dated June 25, 2008.



  
Sarasota Notary Public  
County, Florida  
Acting in Sarasota County  
My Commission expires: 6/16/2018

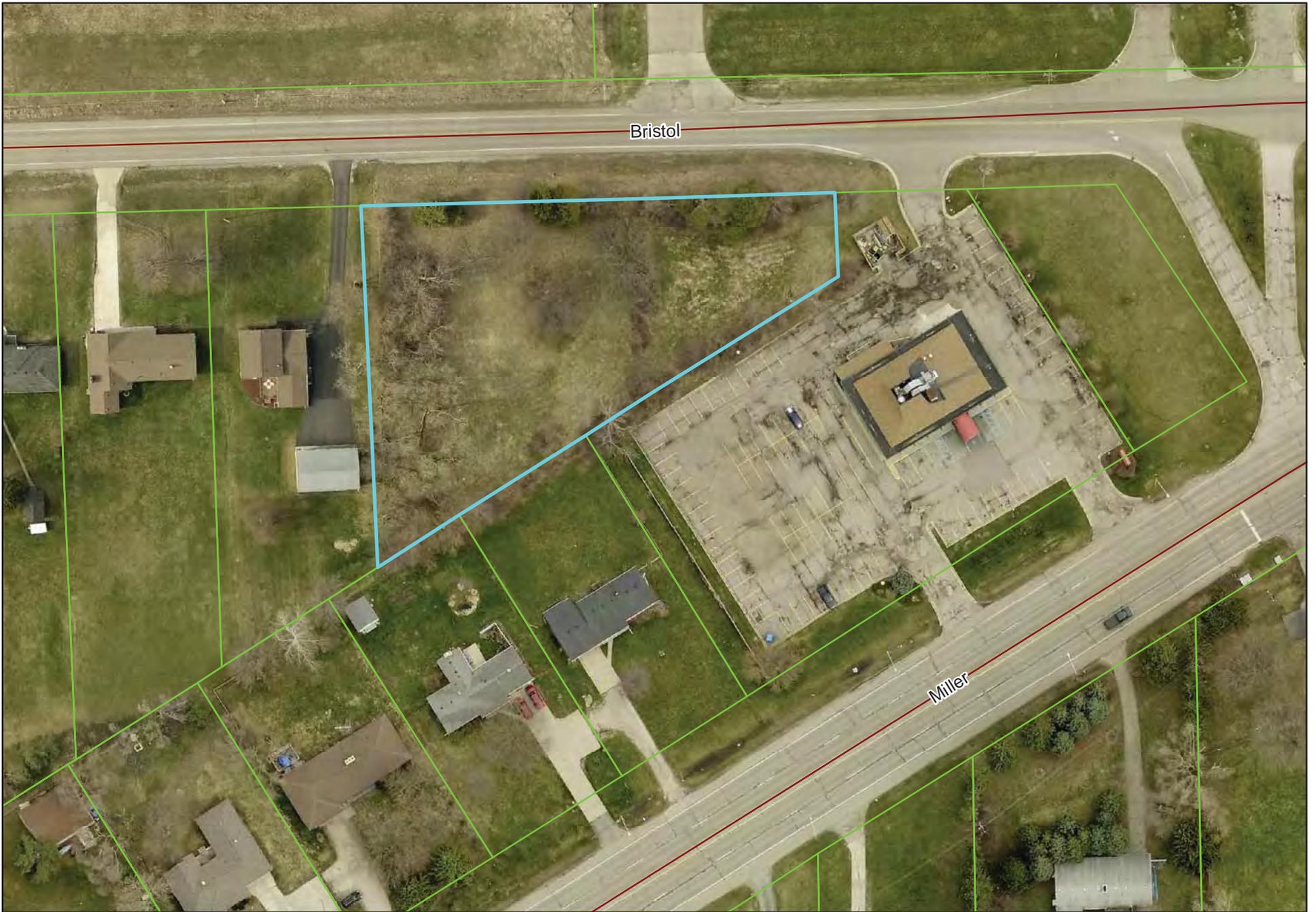
Prepared by: Tracy VanWoert 12-2-2015  
Consumers Energy Company  
One Energy Plaza  
Jackson, Michigan 49201-2357

Return to: Consumers Energy Company  
Business Services – Real Estate  
Attn: Debra Dennis EP7-473  
One Energy Plaza  
Jackson, Michigan 49201-2357

**EXHIBIT A**

**Description of Premises**

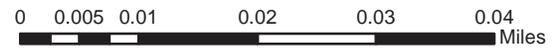
**Lots 13 and 14, Atkin's Homesites, according to the plat thereof, Genesee County Records. Being a part of the Northeast 1/4 of Section 31, T7N, R6E.**



City of Swartz Creek  
Consumers Energy Proposed Regulator Station

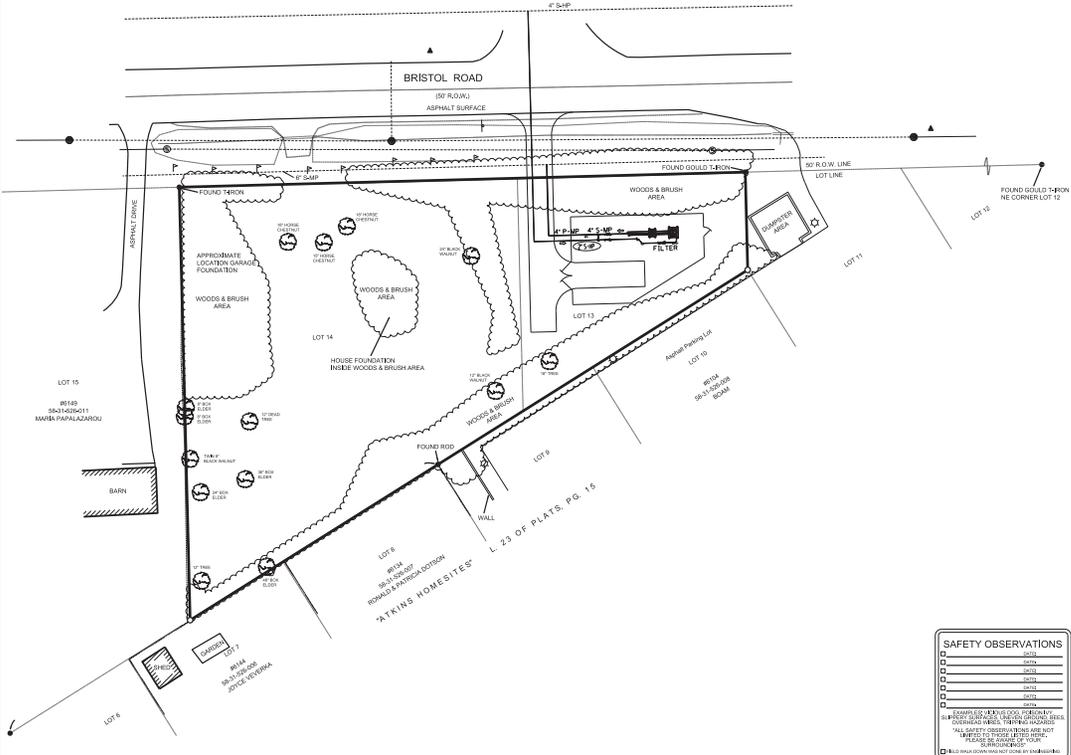
City of Swartz Creek

139



October 10, 2016





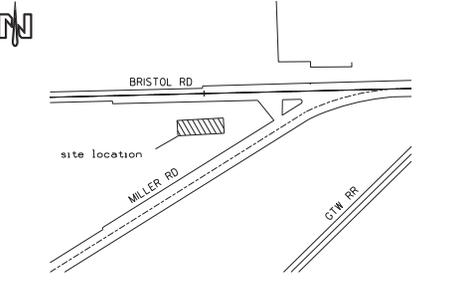
LAYOUT AND LOCATION

CAUTION UNDERGROUND IN AREA		
	YES	NO
GAS	□	□
ELECTRIC	□	□
STREET LIGHT	□	□
TELEPHONE	□	□
TV CABLE	□	□
WATER	□	□
SEWER	□	□
DRAIN FIELD	□	□
SPRINKLER SYSTEM	□	□
OTHER	□	□
CHECKED	DATE	

LEGEND	
(A)	INSTALL ANODE AT THIS LOCATION
(1008459)	BILL OF MATERIAL STOCK NUMBER
C.P. **	CONCRETE PADS
→	FLOW DIRECTION
(B/4)	SECTION SHEET NUMBER
(A/B)	NOTE SHEET NUMBER
⊗	DIRECTION OF VALVE STEM

GENERAL NOTES

- NO CHANGES SHALL BE MADE WITHOUT THE CONSENT OF THE GAS ENGINEERING DISTRIBUTION DESIGN SECTION IN JACKSON.
- PRIOR TO 2015 NO DRAWINGS EXISTED FOR MILLER & BRISTOL REGULATOR STATION. DRAWINGS H-6885 SHT. 1 THRU 10 WERE PREPARED BASED ON CURRENT 2015 ENGINEERING DATA AND A FIELD INSPECTION. BEFORE ANY CONSTRUCTION, THE AFFECTED DIMENSIONS SHALL BE VERIFIED AND THE GAS ENGINEERING DISTRIBUTION DESIGN SECTION (IN JACKSON) NOTIFIED OF NECESSARY CHANGES.
- PIPE DIMENSIONS DO NOT ALLOW FOR GASKETS AND MAKEUP.
- PAINTING OF ALL NEWLY CONSTRUCTED PIPING SHALL BE DONE IN ACCORDANCE WITH GAS OPERATIONS MANUAL GOWM-133.
- COAT AND WRAP ALL NEW UNDERGROUND PIPING 2 IN. AND LARGER, 1 IN. AND SMALLER TO BE COATED WITH COLD APPLIED MASTIC.
- WELD JOINTS AND REPAIRS SHALL BE COATED WITH AN APPROVED TWO PART EPOXY. REF: GAS OPERATIONS MANUAL GOWM-103 FIELD COATING PRACTICES.
- HOLIDAY DETECTION SHALL BE PERFORMED ON ALL COATED PIPING PER GAS OPERATIONS MANUAL GOWM-103. ANY HOLIDAYS DETECTED SHALL BE PROPERLY PREPARED AND COATED WITH TWO PART EPOXY AND RE-JEPPED. APPLICATION OF INSULATING FOAM PRODUCTS SHALL NOT PROCEED UNTIL SUCH TIME AS ALL HOLIDAYS HAVE BEEN REPAIRED.
- ALL MATERIAL INSTALLED ARE AS LISTED IN THE BILL OF MATERIAL AS TO MATERIAL RATING.
- AS BUILT REVISIONS TO BE RETURNED TO THE GAS DISTRIBUTION DESIGN SECTION (IN JACKSON) WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION.
- ALL REGULATORS AND OVERPRESSURE PROTECTION DEVICES SHALL HAVE SEPARATE SUPPLY, SENSE OR CONTROL LINE TAPS.
- OVERPRESSURE DEVICE SENSE OR CONTROL LINES MUST BE SECURED IN ACCORDANCE WITH GAS OPERATIONS MANUAL CHAPTER 12 REFERENCE B.
- PROTECT CONTROL LINES AS PER GAS OPERATIONS MANUAL GOCFP-064.
- RETURN ALL EXCESS STOCK MATERIAL DIRECTLY TO THE JACKSON STOREROOM 081 USING FORM 1081 'MATERIAL RETURN TICKET'. SEND ALL COPIES OF FORM 1081 WITH MATERIAL AND SHIP VIA COMPANY TRUCK.
- GATE VALVE LOCATED UNDER EACH RELIEF VALVE SHALL BE PROVIDED WITH A LOCKING DEVICE AND SEALED OR LOCKED IN AN OPEN POSITION IF INSIDE A LOCKED BUILDING AND LOCKED IF NOT IN A LOCKED BUILDING.
- A COPY OF ALL PRESSURE TEST RECORDS SHALL BE SENT TO THE GAS DESIGN SECTION IN JACKSON.
- PRESSURE TEST COMPLETE INSTALLATION IN ACCORDANCE WITH GAS OPERATIONS MANUAL GOCFP-066.
- FIELD AREA PERSONNEL SHALL FURNISH LABOR AND MATERIAL BEYOND THIS POINT.
- FIELD AREA TO FURNISH NECESSARY MATERIAL TO BYPASS STATION DURING CONSTRUCTION, IF NECESSARY.
- IF MISMATCH OCCURS, INTERNALLY BEVEL (14 DEG. MIN., 30 DEG. MAX.).
- REFER TO CONSUMERS ENERGY COMPANY GAS OPERATIONS MANUAL GOCFP-082 FOR WELD INSPECTION REQUIREMENTS.
- REFER TO CONSUMERS ENERGY COMPANY GAS OPERATIONS MANUAL GOCFP-082 FOR RADIOGRAPHIC ACCEPTABILITY OF WELDS.



T7N. R6E. SEC.31  
FLINT TWP. GENESEE CNTY.

DRAWING LIST

H- 6885 SHEET 1	LAYOUT AND LOCATION
H- 6885 SHEET 2	PLAN VIEW
H- 6885 SHEET 3	REGULATOR & RELIEF PIPING ELEVATIONS
H- 6885 SHEET 4	INLET & OUTLET VALVE PIPING ELEVATIONS
H- 6885 SHEET 5	FILTER & BYPASS PIPING ELEVATIONS
H- 6885 SHEET 6	MISCELLANEOUS DETAILS
H- 6885 SHEET 7	PRESSURE TEST SCHEMATIC
H- 6885 SHEET 8	OPERATING SCHEMATIC
H- 6885 SHEET 9	CONCRETE PAD DETAILS
H- 6885 SHEET 10	BILL OF MATERIAL
H- 6885 SHEET 11	REGULATION ALUMINUM ENCLOSURE DETAIL
H- 6885 SHEET 12	RELIEF ALUMINUM ENCLOSURE DETAIL
H- 6885 SHEET 13	ENLARGED PLAN VIEW
H- SHEET	

STATION DESIGN DATA

DESCRIPTION	DESIGN ( PSIG )		OPERATING ( PSIG )	
	PIPING IN - OUT	REGULATION IN - OUT	INLET	OUTLET
SYSTEM MAP				
INLET STAGE				
1 ST STATION BYPASS				
STATION CAPACITY	OVERPRESSURE PROTECTION			
1 ST STAGE MP _____ MCFH	1ST STAGE _____ MCFH @ _____ PSIG SET	M.P.	TOTAL	
CURRENT LOAD 206 /206				
ESTIMATED FUTURE LOAD 2020 /2020				

**SAFETY OBSERVATIONS**

IF WORKING DAYS BEFORE YOU DIG CALL MISS DIG 888-482-7171

MISS DIG

REV.	SAP	ORD.	DATE	BY	CHKD	APP.	APP.	DESCRIPTION

DRAWN	DATE	APPROVED	DATE
JT BEACH		K.W. FIELDER	
CHECKED	DATE		

**Consumers Energy**

GAS ENGINEERING  
GAS DISTRIBUTION DESIGN SECTION  
JACKSON, MICHIGAN

**MILLER & BRISTOL REGULATOR STATION**  
LAYOUT AND LOCATION

FIELD AREA: EASTERN (FLINT) 2016

SAP ORD. 25134070  
STA. NO. 028

DRAWING NUMBER  
**H-6885**

SHEET 1 REV.









**PRELIMINARY ONLY**

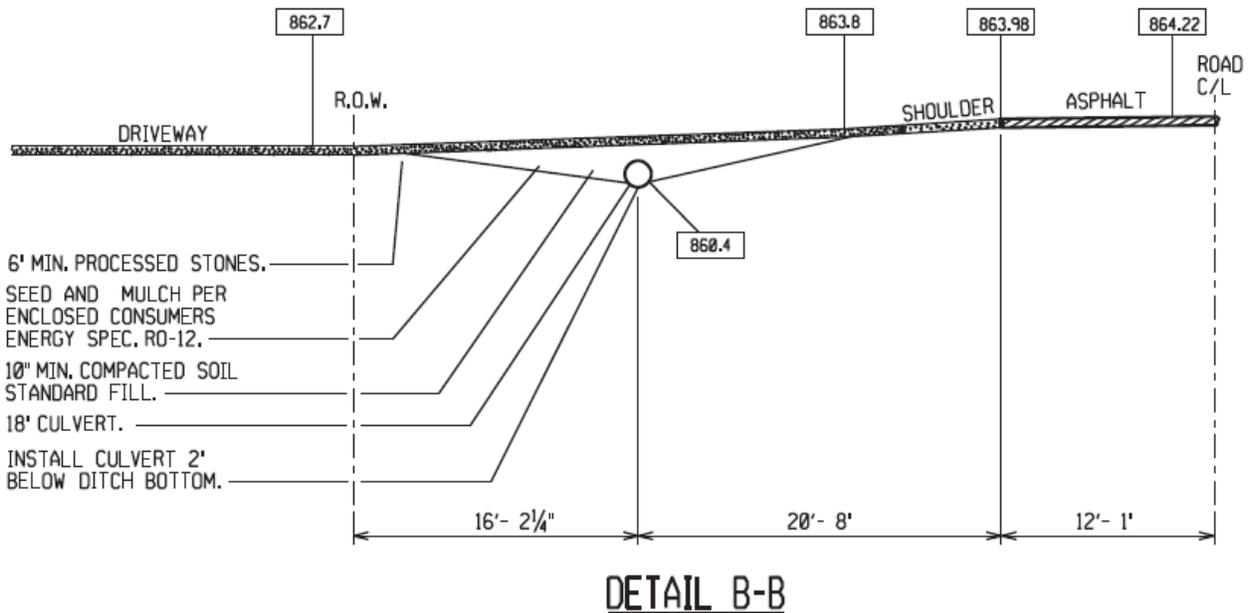
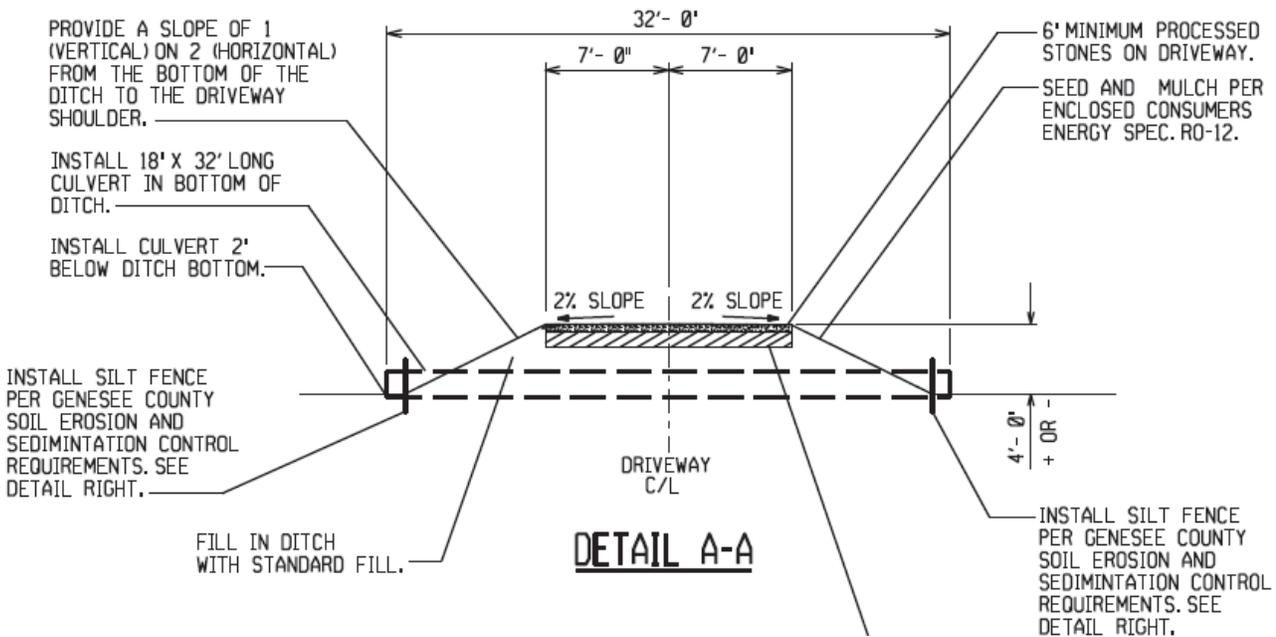
**8/30/16**

Consumers Energy

Miller & Bristol Regulator Station

Proposed 2017 Construction

Drawing provided as preliminary conceptual design. Specific elevations to be added in approved for construction drawings.





*Adam Zettel, AICP*  
*City Manager/Zoning Administrator*  
810.635.4464  
[azettel@cityofswartzcreek.org](mailto:azettel@cityofswartzcreek.org)

Date: September 27, 2016

Attention: Swartz Creek Planning Commission

Subject: **Second Review**  
**Special Land Use (Consumers Energy): Essential Public Service**  
Parcel: 6133 Bristol Road, PID 58-31-526-010  
See attached, undated maps and application

Dear Chairman and Commissioners:

City staff has reviewed the above application submitted by Consumers Energy to install gas regulation equipment and related site landscaping, said improvements being found to constitute an Essential Public Service as regulated by Article 30 of the city's zoning ordinance. This is a follow-up review based upon additional comments and submitted materials stemming from the September 6, 2016 meeting of the planning commission.

The property is zoned R-1 (Single Family Residential, which permits essential public services as a Special Land Use).

**APPLICATION SUBMISSION**

The application for the special land use was submitted by Consumers Energy. The application was accompanied by various maps, images, and schematics that constituent a site plan. Additional materials and comments make the site plan sufficient for review by staff.

**GENERAL STANDARDS REVIEW COMMENTS**

The special land use application has been reviewed utilizing the general standards outlined in *Section 30.02* of the Swartz Creek Zoning Ordinance. The Planning Commission shall grant special land use approval if these standards are met.

1. *Be consistent with the goals, objectives, and future land use plan described in the City of Swartz Creek Master Plan.*

**Finding: No Adverse Findings**

Essential services, including the gas regulation equipment, are a necessary facet of any urban area. The master plan and zoning recognize this, thereby enabling their placement in residential areas under certain conditions. The location selected is on a larger, wooded parcel that is adjacent to a commercial site.

2. *Be consistent with the stated intent of the zoning district.*

**Finding: No Adverse Findings**

This district is designed to be composed of low density residential home development. The density of development within this district is less intense than in the R-2 District to recognize existing lot sizes found in areas affected by the district. The regulations are intended to stabilize, protect and encourage the residential character of the district and prohibit activities not compatible with a residential neighborhood. Development is limited to single-family dwelling plus such other uses as schools, parks, churches and certain public facilities which serve residents of the district.

Gas regulation equipment could be considered as a necessary public facility. However, its application and form at this location will be crucial to ascertaining compatibility with residential character. The petitioner has taken steps to add and retain screening, upgraded fence materials, and eliminate gas releases from the site in order to better fit in the surroundings.

3. *Be designed, constructed, operated, and maintained to be compatible with, and not significantly alter, the existing or intended character of the general vicinity in consideration of environmental impacts, views, aesthetics, noise, vibration, glare, air quality, drainage, traffic, property values or similar impacts.*

**Finding: No Adverse Findings**

The site is property sized and is located in an area with good major street access. It is also adjacent to a commercial property. The facilities meet setback requires, are property fenced, and properly screened. There are areas in which screening could still be a an issue (east end by gate and west end where landscaping is to be removed. Concerns related to air quality and property values have been addressed

by the petitioner through the screening of the facility and the elimination of relief valves.

4. *Will not significantly impact the natural environment.*

**Finding: No Adverse Findings**

No issues are identified.

5. *Be served adequately by public facilities and services, such as police and fire protection, drainage structures, water and sewage facilities, refuse disposal and schools.*

**Finding: No Adverse Findings**

The site is served with required public utilities. The proposed use should not have an adverse impact upon public services. We defer any additional comments on the adequacy of public utilities to the City Engineer. Input from the City Fire Chief and Police Chief will also be considered.

6. *Be of a nature that will make vehicular and pedestrian traffic no more hazardous than is normal for the district involved, taking into consideration vehicular turning movements, proximity and relationship to intersections, adequacy to sight distances, location and access of off-street parking and provisions for pedestrian traffic.*

**Finding: No Adverse Findings**

Ingress and egress shall be accommodated by a largely concealed 14 foot limestone drive way. It is expected that the limited site access needs will pose no unreasonable impacts.

7. *The proposed use shall be such that the location and height of buildings or structures, and the location, nature and height of walls, fences, and landscaping will not interfere with or discourage the appropriate development and use of adjacent land and buildings or unreasonably affect their value.*

**Finding: No Adverse Findings**

Screening for this site is required, and details have provided regarding the intention to retain any site landscaping. As noted, the planning commission should consider additional plantings for the open areas on the east and west sides.

8. *The proposed use shall be designed, located, planned, and operated to protect the public health, safety, and welfare.*

**Finding: Subject to planning commission review**

The general location and scale of the site appears appropriate. However, visibility of the site features is still concerning. The structures proposed are not of a residential character and must therefore be well screened for all four seasons. The plans indicate openings on the east and west end where no screening is proposed/existing. Note that this regulator would eliminate the underground regulator on Miller Road, thereby reducing ambient gas releases, eliminating a structure in the right of way, and reducing the aesthetic impact of that feature.

**SPECIFIC STANDARDS REVIEW COMMENTS**

The following sections identify specific requirements (Section 30.09.B.38) which shall be complied with by individual special land uses, as determined by the planning commission and city council. Some or all of the specific requirements may be waived by city council upon a determination that the requirement(s) is not necessary or relevant.

- a) *Such uses may be permitted when operating requirements necessitate that the facility be located at the subject site to serve the immediate vicinity.*

**Finding: Compliant**

Based upon the testimony of the CMS, this site (near the existing facility) is a crucial part of the network in which pressure between networks requires reduction. The need to place this site outside of the right of way does make this site strong candidate, though alternates may still be available.

- b) *Electric or gas regulator equipment and apparatus shall be setback a minimum of 30 feet from all lot lines or equal to district setbacks, whichever is greater. They cannot be located in the front yard setback.*

**Finding: Compliant**

The noted setbacks are adequate.

- c) *The buildings or structures shall be architecturally compatible with the surrounding buildings and shall be of brick construction, where practical.*

**Finding: Not In Compliance or Not Applicable**

The petitioners indicate that no structures can be placed to house the piping systems and cabinets, making the structure requirements not applicable to the facility components. If masonry structures could house this equipment, they should be considered.

d) *Storage yards must be located on a minimum lot size of three acres.*

**Finding: Not Applicable**

This site has not been identified as a storage yard.

e) *A vinyl coated (black or brown/green or blue) chain link fence six feet in height shall be constructed on the boundary property lines.*

**Finding: Compliant**

The plans indicate a six foot high black PVC coated chain link fence.

f) *All sides of the development not abutting a major thoroughfare shall be provided with a 20-foot wide greenbelt planting, and/or a minimum six-foot high fence or wall, so as to obscure from view all activities within the development. The greenbelt shall meet or exceed the standards set forth in Article 28. Where adjoining a residential district, a wall or evergreen hedge six feet in height shall be erected along any common lot line. Such fence or wall shall be continuously maintained in good condition.*

**Finding: Compliant**

Existing vegetation is onsite and is noted for retention along the roadway. No additional greenbelt is proposed.

**RECOMMENDATION**

Staff finds no areas of noncompliance or adverse impact, save for a need for additional vegetative screening. There is still concern that the proximity may be detrimental to adjacent home sites. The planning commission should consider additional screening, the possibility of mason structures to house some or all of the components, and the less objective impacts on the neighborhood values.

Please contact me directly if you have any comments or inquiries on the matter. I am happy to receive comments in person, in writing, over the phone, or via e-mail.

October 4, 2016  
Planning Commission  
Consumers Energy Special Land Use  
Page 6 of 6

Sincerely,



Adam H. Zettel, AICP  
Zoning Administrator  
City of Swartz Creek  
810.287.2147  
[azettel@cityofswartzcreek.org](mailto:azettel@cityofswartzcreek.org)

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8083 Civic Drive  
Swartz Creek Michigan 48473

Phone: (810)-635-4464

Fax: (810)-635-2887

[www.cityofswartzcreek.org](http://www.cityofswartzcreek.org)

<ftp://cityofswartzcreek.org>

Comparison of SIB Loan and Bonding Options Road Funding Plan of \$3,000,000

Data know September 26, 2016

SIB Loan \$1,600,000 Interest Rate 2.5% 10 Year Duration with annual payments  
Years 1-9 annual loan repayment amount of \$178,164.76 Year 10 final payment \$177,701.42  
Rowe Engineers anticipates additional cost to the project if prevailing wage required as a condition of the loan \$216,000. This option would require a single audit cost approx. \$8,000

Juanita and I reviewed the loan information. The Cost breakdown is as follows:

Loan Amount	\$1,600,000.00
Interest	\$ 181,184.26
City Match	<u>\$1,400,000.00</u>
Subtotal	\$3,181,184.26
w/Prev Wage	\$ 216,000.00
w/ Audit	<u>\$ 8,000.00</u>
TOTAL	\$3,405,184.26

Issue Bonds for \$1,600,000 Interest Rate 3.0% 10 Year Duration with annual payment  
Cost to issue \$50,000

Bond Principal	\$1,600,000.00
Interest	\$ 275,688.11
City Match	\$1,400,000.00
Bond Cost	<u>\$ 50,000.00</u>
TOTAL	\$3,325,688.11

**STATE OF MICHIGAN**  
**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**  
**NOTICE OF HEARING**  
**FOR THE NATURAL GAS CUSTOMERS OF**  
**CONSUMERS ENERGY COMPANY**  
**CASE NO. U-18136**

- Consumers Energy Company requests Michigan Public Service Commission approval for a refund related to self-implementation of natural gas distribution rates beginning January 14, 2016 and ending April 21, 2016.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A public hearing in this matter will be held:

**DATE/TIME:** **Wednesday, October 19, 2016, at 10:00 a.m.**

This will be a prehearing conference to determine future hearing dates and other procedural matters.

**BEFORE:** Administrative Law Judge **Mark D. Eyster**

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

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

The Michigan Public Service Commission (Commission) will hold a public hearing to consider Consumers Energy Company's (Consumers Energy) July 21, 2016 application, which seeks Commission approval for a refund related to self-implementation of natural gas distribution rates beginning January 14, 2016 and ending April 21, 2016. Consumers Energy also seeks approval of the negative surcharges as shown in the filing, a finding that no customer rates or charges will be increased if the relief requested in the Application is granted, and other relief.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by October 12, 2016. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's [Legal Department – Regulatory Group], Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Michigan Administrative Hearing System's Administrative Hearing Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy's application may be reviewed on the Commission's website at [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets), and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Michigan Administrative Hearing System's Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

**[CONSUMERS ENERGY COMPANY HAS REQUESTED A RATE REFUND AND ASSOCIATED NEGATIVE SURCHARGES DESCRIBED IN THIS NOTICE. THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY THE REQUESTED RATE REFUND AND OTHER PROPOSALS, IN WHOLE OR IN PART, AND MAY GRANT A LESSER OR GREATER REFUND THAN THAT REQUESTED, AND MAY AUTHORIZE A LESSER OR GREATER RATE FOR ANY CLASS OF SERVICE THAN THAT REQUEST.]**