

# CITY OF MARINE CITY

## City Commission Meeting Agenda

Meeting Location: 200 South Parker Street, Marine City  
Regular Meeting: Thursday, September 3, 2020; 7:00 PM

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1. **CALL TO ORDER**
2. **MOMENT OF SILENCE / PLEDGE OF ALLEGIANCE**
3. **ROLL CALL:** Mayor Dave Vandebossche; Commissioners Jacob Bryson, Elizabeth Hendrick, Wendy Kellehan, William Klaassen, Paul Merchant, Cheryl Vercammen; City Manager Elaine Leven
4. **APPROVE AGENDA**
5. **PUBLIC COMMENT** Anyone is welcome to address the City Commission. Please state name and limit comments to five (5) minutes. This is a time for you to raise issues. The Commission will not respond, but issues will be followed up on as necessary.
6. **APPROVE MINUTES**
  - A. City Commission Meeting – August 20, 2020
7. **CONSENT AGENDA**
  - A. St. Clair Economic Development Alliance
  - B. Blue Water Walking Club
  - C. Splash Pad
  - D. Community & Economic Development Board Minutes – July 22, 2020
8. **FINANCIAL BUSINESS**
  - A. Expenditures (including payroll) - \$658,806.87
9. **UNFINISHED BUSINESS**
  - A. Request for Engineering Proposals - Interviews
    - BMJ Engineering
    - Project Control Engineering
  - B. Guaranteed Maximum Price – 260 South Parker
  - C. 2000 Pelican Sweeper
10. **NEW BUSINESS**
  - A. Hidden Harbor Condominium Association
  - B. Degurse Rezoning
  - C. Patrol Vehicles
11. **ITEMS REMOVED FROM CONSENT AGENDA**
12. **CITY MANAGER'S REPORT**
13. **COMMISSIONER PRIVILEGE/LIAISON REPORTS**
14. **ADJOURNMENT**

**City of Marine City  
City Commission  
August 20, 2020**

A regular meeting of the Marine City Commission was held on Thursday, August 20, 2020 at 200 South Parker Street, Marine City, with public participation through virtual telephone conference, and was called to order by Mayor Dave Vandenbossche at 7:00 pm.

Present: Mayor Dave Vandenbossche; Commissioners Jacob Bryson, Elizabeth Hendrick, Wendy Kellehan, William Klaassen, Cheryl Vercammen; City Manager Elaine Leven, City Clerk Kristen Baxter

Absent: Commissioner Paul Merchant

City Attorney Davis participated in the meeting through Zoom.

**APPROVE AGENDA**

Motion by Commissioner Kellehan, seconded by Commissioner Klaassen, to approve the Agenda with the following amendments:

- Remove Items #9-A, #10-A, #10-B (due to poor reception through Zoom)
- Add Item #10-E: Discussion on Opening Up Future City Meetings to Public

All Ayes. Motion Carried.

**PUBLIC COMMENT**

Sheri Faust spoke on behalf of Friends of the St. Clair River in support of the proposed Bridge to Bay loop through Marine City.

Lori Eschenburg also spoke in support of the proposed Bridge to Bay loop through Marine City. She said the proposal followed the City's Master Plan.

**APPROVE MINUTES**

Motion by Commissioner Bryson, seconded by Commissioner Klaassen, to approve the City Commission minutes of August 6, 2020. All Ayes. Motion Carried.

Motion by Commissioner Bryson, seconded by Commissioner Kellehan, to approve the Closed Session City Commission minutes of August 6, 2020. All Ayes. Motion Carried.

## CONSENT AGENDA

Presented:

- Departmental Activity Reports
- MCAFA Run Report
- McBride-Manley & Company, PC
- Special Event – Runway on the River
- Michigan Municipal League
- SCC Community Foundation
- Dangerous Building Board of Appeals Minutes – September 5, 2019
- Planning Commission Minutes – July 13, 2020

Motion by Commissioner Bryson, seconded by Commissioner Kellehan, to approve the Consent Agenda. **Roll Call Vote.** Ayes: Vandebossche, Bryson, Hendrick, Kellehan, Klaassen, Vercammen. Nays: None. Motion Carried.

## FINANCIAL BUSINESS

### Expenditures

Motion by Commissioner Kellehan, seconded by Commissioner Klaassen, to approve total expenditures including payroll, in the amount of \$724,855.66. **Roll Call Vote.** Ayes: Vandebossche, Bryson, Hendrick, Kellehan, Klaassen, Vercammen. Nays: None. Motion Carried.

## UNFINISHED BUSINESS

### Resolution No. 004-2020 Temporary Utility Bill Deferment

City Clerk Baxter explained that the current resolution provided for the waiving of late fees on utility bills for a period of six months (March, April, May, June, July, and August). She asked the Board if they would like to:

- 1) Have late fees resume in September with no further action taken.
- 2) Move to extend the existing resolution through November. This would give each Section three billing periods without penalties being applied.
- 3) Move to extend the existing resolution through another specified date.

She explained that calls were made to the City offices of Algonac and St. Clair on their process and they reported that their current agreements were in effect through September.

Motion by Commissioner Hendrick, seconded by Commissioner Klaassen, to extend Resolution No. 004-2020 Temporary Utility Bill Deferment through November, 2020.

**Roll Call Vote.** Ayes: Vandebossche, Bryson, Hendrick, Kellehan, Klaassen, Vercammen. Nays: None. Motion Carried.

The Board asked for the resolution to be brought back in November for future consideration.

## **NEW BUSINESS**

### Bridge to Bay Trail

In a letter to the City Commission, the Marine City Trails Advisory Board and the Regional Trails Governing Board stated that they have been reviewing recommendations for additions to the Bridge to Bay Trail. They said they have identified critical gaps in the existing trail and recommended a loop be added through downtown Marine City. They asked the Board for approval of the proposed extension.

City Commissioners asked questions about how signage would be funded, would the road be used for bike lanes, would the City be responsible for maintaining the trail. Also, it was pointed out that the intersection at Pearl Street could be a safety concern.

City Manager Leven reminded Board members that they were just approving the proposed route and that there would be time to discuss their concerns at a later date.

Motion by Commissioner Hendrick, seconded by Commissioner Klaassen, to approve the current map until the Board could meet with a representative to work out several kinks. All Ayes. Motion Carried.

### Board Appointment – Planning Commission & ZBA Alternate

An application was received from the following:

- Madelyn McCarthy, 2041 S. Parker Street

Motion by Mayor Vandebossche, seconded by Commissioner Bryson, to appoint Madelyn McCarthy to the Planning Commission for a term of three years. All Ayes. Motion Carried.

Motion by Mayor Vandebossche, seconded by Commissioner Klaassen, to appoint Madelyn McCarthy to the Zoning Board of Appeals as an alternate for a term of three years. All Ayes. Motion Carried.

Discussion – Opening Up Future City Meetings to Public

Due to poor reception, public participation in Zoom meetings had been unsuccessful and Mayor Vandebossche voiced his displeasure over the Governor's restrictions.

Commissioner Bryson suggested that the Board get rid of Zoom and go back to open meetings.

Motion by Commissioner Bryson, seconded by Commissioner Klaassen, to open all City meetings to the general public. Ayes: Vandebossche, Bryson, Hendrick, Klaassen, Vercammen. Nays: Kellehan. Motion Carried.

**ITEMS REMOVED FROM CONSENT AGENDA**

None.

**CITY MANAGER REPORT**

In addition to the City Manager's Report provided in the agenda packet, City Manager Leven added the following:

- Attended TIFA, SEMCOG Regional Meeting
- Pavilion lighting installed
- AT&T 5G being installed
- Working with City Attorney and local supervisor on Emitter issues
- Community service painting of fire hydrants this weekend

Commissioner Klaassen asked for an update on grass complaints and City Manager Leven replied that letters had gone out and the DPW would be mowing soon.

Mayor Vandebossche inquired about the progress at 260 South Parker Street and City Manager Leven replied that construction bids were due on August 18<sup>th</sup>, and the guaranteed maximum price would be on the September 3<sup>rd</sup> agenda.

**COMMISSIONER PRIVILEGE/LIAISON REPORTS**

Commissioner Vercammen reminded everyone that on Saturday, August 29 the Chamber was hosting Runway to the River in Nautical Mile Park. She said the event would showcase a fashion show, magician, and a concert.

Commissioner Klaassen extended his sympathy in the loss of Father Rooney.

Commissioner Hendrick said it was heartbreaking to hear what had happened to Father Rooney and said he was a great guy that would be missed. She also announced that the Lion's Club was hosting a raffle for a freezer and gift certificates to fill the freezer.

Mayor Vandebossche spoke about the inconsistencies in the Governor's order regarding high school sports. He questioned why indoor volleyball, outdoor soccer, and swimming were allowed and football was not and said there was no rhyme or reason except for political gain.

Motion by Commissioner Hendrick, seconded by Commissioner Klaassen, to adjourn at 7:42 pm. All Ayes. Motion Carried.

Respectfully submitted,

Kristen Baxter  
City Clerk



RECEIVED  
AUG 17 2020

August 11, 2020

City of Marine City

Elaine Leven, City Manager  
City of Marine City  
303 S. Water Street  
Marine City, MI 48039

Dear Elaine,

On behalf of the Economic Development Alliance staff and Board of Directors, we would like to gratefully acknowledge your financial investment of \$2,124.00 in support of our organization and its mission. Your investment allows our organization to continue to provide services to the public and private sector, and critical leadership that enables economic development to occur.

The Economic Development Alliance, incorporated in 1952, has had 68 years of positive impact on the local economy, and is committed to continuing its efforts. Our goals have been to conduct a progressive program for the development and acquisition of new industries, the encouragement and expansion of existing industries, and reinvestment in communities and downtowns.

As a member in good standing, your organization can continue to participate in EDA's many events, and access the membership directory providing opportunities to connect with companies and services that our members provide. EDA is a strong supporter of buying locally and we encourage you to review the directory by accessing our website at [www.edascc.com](http://www.edascc.com). The website also provides access to resources, news about economic development projects, a jobs board for talent attraction, and a calendar of events.

Again, thank you for being a part of the EDA and feel free to contact our office for any further information.

Sincerely,

A handwritten signature in blue ink that reads "Daniel B. Casey".

Daniel B. Casey  
CEO

## EDA Community Development Services

~ Framework for Best Practices

### Survey Development

To help businesses and communities understand downtown needs and gaps.

- Business Operations Survey: Business tenure, number of employees, future plans and base economics.
- Business Needs & Assistance Survey: SWOT analysis, current needs and downtown business environment.
- Marketing / Customers Survey: Hours of operation, customer base, marketing efforts and trade area.

### Incentive Development

List of current programs could be developed

- Rental Rehab Program
- Signage Program
- Façade/Signage/Outdoor Furniture Program
- Advertising Co-op Program

### Marketing Tools

Demographic and Market Tools - Over 30 Reports on various business segments.

- Gap Analysis – Tool to analyze the market potential of a particular segment based on the consumer demand and local supply of business within the market area.
- Market Potential – estimate of consumer spending within a given area and within a given service or product.
- Business Lists – List of businesses that are developed by NAICS codes that can be based on a geographic area that can be used to attract new storefronts.
- Lifestyle – A detailed description of the consumer population within a specific geographic area and their spending preferences.

### Business Lists

Business Contact and Research Tools

- Business lists of any market segment based on NASIC codes, company growth, company size and ownership.
- Detailed contact information

### Industry Standard Financial Data

- Detailed industry report that provides **industry-specific** recommendations for improvement, as well as **real-time** industry data, showing the number of financial statements behind each industry average. It also provides practical suggestions for operating a business within a given industry.

### Potential Training Programs - SBDC

- Retail Inventory Management
- Marketing & Advertising
- Survival for the Seasonal Retailer
- Retail Survival Guide
- Point of Sale & Customer Tracking
- Employee Management

#### EDA Staff

Dan Casey  
CEO

Bruce Seymore  
Director of Business &  
Community Services

Kristy Jones  
Director of Business &  
Community Development

Theresa Winters  
Director of Entrepreneurial  
Services

Tina Frazer  
Marketing Manager

Stacy Elliott  
Administrative Lead

Serving St. Clair County  
for over 60 years.

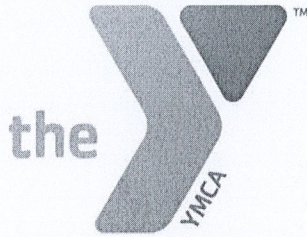
St. Clair  
COUNTY, MICHIGAN

Our Shoreline. Your Horizon.



100 McMorran Blvd., 4th Floor,  
Executive Suite B  
Port Huron, MI 48060  
Phone: 810.982.9511  
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Toll Free: 877.982.9511





FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

**SCCMS**  
ST. CLAIR COUNTY MEDICAL SOCIETY

# JOIN THE BLUE WATER WALKING CLUB 2020 MARATHON MILER FALL CHALLENGE!

## What is the Blue Water Walking Club Marathon Miler Fall Challenge?

Challenge yourself to do 1 mile, 1 ½ mile or 2 miles a day or every couple of days and reach this fitness goal of accumulating 26.2 miles by October 31, 2020! Map out a course in your yard, in your neighborhood or on a local trail! Challenge your friends. Make a team. A marathon is typically a running event, but we want to encourage everyone to stay active during this time, so both walking and running count for this Blue Water Walking Club Marathon Miler Fall Challenge!

Please note: We are currently following protective social distancing by staying at least 6 ft. away from other people. Please be sure to honor that if you are out running or walking with a friend or in a public area and considering masking up where appropriate.

## How can I participate?

- Register at: <https://runsignup.com/Race/MI/PortHuron/BlueWaterWalkingClub2020MarathonMilerFallChallenge>
- Visit <https://www.bluewaterymca.com/programs/blue-water-walking-club.html> for your Marathon Miler log form. Print it out and begin logging your miles! Keep your log form where you will see it every day
- When you have finished completing the log form (deadline is October 31st), email it to Michelle at [mrjohnson@bluewaterymca.com](mailto:mrjohnson@bluewaterymca.com) and she will email you your Blue Water Walking Club Marathon Miler Challenge certificate



**Did you know that brisk walking 30 minutes a day, 5 days a week, reduces your risk of diabetes by 58% or that walking can reduce heart disease and obesity? The St. Clair County Medical Society and the YMCA of the Blue Water Area are working together to make it easier for you to get moving!**



**CITY OF  
MARINE CITY**  
DEPARTMENT OF PUBLIC WORKS

303 S. Water Street  
MARINE CITY, MICHIGAN 48039  
(810) 765-9711 • Fax (810) 765-1796

TO: Elaine Leven – City Manager  
FROM: Michael Itrich – DPW Superintendent  
DATE: August 18, 2020  
SUBJECT: Considerations for Proposed Splash Pad

Elaine,

It's been heard through the grapevine that there is interest in a splash pad for our community. Hearing this, we did a bit of research. In consideration of the proposed splash pad, there are several points we feel need discussion. Location is everything when planning a structure such as this which raises several questions. Are the prospective locations large enough for the desired splash pad as well as an appropriate amount of parking? Do we need a building permit and will we need to have the zoning changed in this location? Will the location require driving to/from or is there access via a sidewalk or bike path? Will there be seating such as benches and picnic tables included in the design? It's suggested to have restrooms, a baby changing station and a drinking fountain, at a maximum, 300 feet away from the splash pad; will this be possible in the proposed location? Is sanitary sewer and water available? Sanitary sewer and water are both necessary with fresh water splash pads.

Throughout our research, we have found that fresh water splash pads are more cost efficient than recirculation splash pads. The average cost to the city using fresh water would be between \$9,000 and \$12,000 per year. The average cost of insurance is \$3,000 per year while recirculation splash pads tend to have higher liability insurance costs. Recirculation splash pads require chemicals to treat the water as well as qualified staff to monitor those chemicals and keep the water free of bacteria and safe for play. This isn't necessary with fresh water splash pads as the water is sourced from our water supply and is already safe for play and even ingestion. With fresh water there is also no need for a permit from the health department. The only items that a fresh water splash pad may require is an expansion tank and booster pump in case of inadequate water pressure.

With regard to the design of the splash pad, what is the target demographic? Is the target demographic large enough in our community to support this endeavor? The average target age is toddler to age 8. There are many design options that target a larger range of ages but also range in cost. The splash pads that offer more for teens tend to be higher in price. What size is the proposed pad? The average cost to build 2,000 square foot splash pad (approximately 45ft X 45ft) is \$122,000 with water and sewer NOT included. This size would have the capacity for 100 people. The recommendation is 20 square feet per person so the pad can be scaled up or down using this number. Lastly, since this splash pad will be push button, will the water need to be turned on and off daily? Will it be open at night or after dark? If so, how will it be lit? Thank you for taking the time to consider these questions regarding the proposed splash pad.

Respectfully,

Michael Itrich  
DPW Superintendent

**City of Marine City  
Community and Economic Development Board  
July 22, 2020**

A regular meeting of the Community and Economic Development Board was held on Wednesday, July 22, 2020 in the Fire Hall, 200 South Parker Street, Marine City, Michigan, with public participation through virtual telephone conference, and was called to order by Chairperson Scaccia at 6:00 pm.

The Pledge of Allegiance was led by Chairperson Scaccia.

**Present:** Chairperson Laura Scaccia; Robert Klingler; Board Member Heather Hatcher; Planning Commission Representative Joseph Moran; City Commissioner Cheryl Vercammen; City Manager Elaine Leven; Deputy Clerk Michele Goodrich

**Absent:** Board Member Danielle Donahue; TIFA Board Representative Robert Weisenbaugh

**Communications**

None.

**Approve Agenda**

Motion by Planning Commission Representative Moran, seconded by City Commissioner Vercammen, to approve agenda. All Ayes. Motion Carried.

**Public Comment**

None.

**Approve Minutes**

Motion by Board Member Klingler, seconded by Planning Commission Representative Moran, to approve the Community & Economic Development Board minutes of January 22, 2020. All Ayes. Motion Carried.

Motion by Board Member Klingler, seconded by Planning Commission Representative Moran, to approve the Community & Economic Development Board minutes of February 26, 2020. All Ayes. Motion Carried.

## **Unfinished Business**

### Kayak Launch Site

City Manager Leven advised the Board that the City was exploring permit options with the Army Corp of Engineers and EGLE. She stated that she has received several calls from residents regarding site location and parking and that the City Commission had previously expressed the need to keep the residents informed of the Kayak Launch project. City Manager Leven also stated that the County may fund a portion of the project and that she was working on the details however, there is no current estimate for the completion of the project.

City Commission Representative Vercammen stated that she has seen kayaks at the proposed site and discussed putting in a temporary ladder.

Chairperson Scaccia addressed options for maintenance free landscaping.

### Clinton River Cruise Boat

Chairperson Scaccia advised the Board that the owner of the Clinton River Cruise Boat will be in the City on July 30 to take out the seniors for their all-night party and that the Chamber of Commerce will be holding a fundraiser on the boat on July 31, 2020.

### Alternative Signage for Marine City

Chairperson Scaccia informed the Board that, with donations from local businesses, she was able to run billboard advertisements promoting Marine City. Although there is no real way to measure the success of the billboards, she noted that downtown has been very busy.

City Commission Representative Vercammen stated that she is pleased with the initiatives businesses have taken during the Coronavirus pandemic.

## **New Business**

### EDA Economic Relief Campaign & MEDC Grant Opportunities

Chairperson Scaccia introduced Shannon Schwabe, Business Consultant with the Small Business Development Center, who was present via ZOOM video. Ms. Schwabe presented information to the Board regarding grant opportunities available to local businesses and non-profits such as the Shop/Dine/Win initiative through the Business Recovery Committee as an incentive to get people back out visiting businesses in St. Clair County. She also presented information regarding PPP loans and small business restart programs stating that she was willing to help any local business complete the application process.

Chairperson Scaccia stressed the importance of informing any local business who may need financial relief that there was help available.

### **Open Discussion**

Planning Commission Representative Moran stated that he has done a lot of research and has information to present regarding advertising at movie theatres and would like the topic added to the next agenda.

Chairperson Scaccia advised the Board that she was aware of several grant opportunities that had become available since the last CED meeting that the City could have applied for; she addressed City Manager Leven asking how Marine City Community & Economic Board could apply for grants. Using funding for advertising as an example, Chairperson Scaccia asked City Manager Leven if the Board were to be awarded a grant, would the City be able to put the monies into an account allocated for the CED Board. And, if she was willing to write the grant, could she then send it to the City Manager for approval.

City Manager Leven advised Chairperson Scaccia to contact her to discuss potential grant opportunities.

Chairperson Scaccia inquired as to what was considered the downtown district of Marine City. City Manager Leven defined the downtown district as the Nautical Mile District and said that the Planning Commission was currently working to identify and potentially expand the defined district.

Chairperson Scaccia inquired if the City was having a public Brownsfield Education program. City Manager Leven stated that the City was having an expert in the field hold a ZOOM style meeting regarding what a Brownsfield was and how they benefit the community on July 29<sup>th</sup> at 7:00pm and that the link was on the City website.

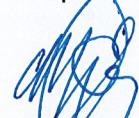
City Commission Representative Vercammen discussed what buildings were available in Marine City for potential investors/businesses and asked if the City or Chamber had that information available. She stated she would like the topic added to the next agenda.

Board Member Klingler stated he would like the CED Board to work on addressing defining the Marine City downtown district and stressed that there was money available for businesses that they may not know about.

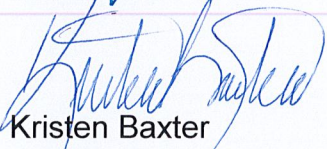
**Adjournment**

Motion by Planning Commission Representative Moran, seconded by Board Member Hatcher, to adjourn at 7:14 pm. All Ayes. Motion Carried.

Respectfully submitted,



Michele Goodrich  
Deputy Clerk



Kristen Baxter  
City Clerk

# Memo

**To:** Elaine Leven, City Manager  
**From:** Megan Pearce, Finance Director/Treasurer  
**Date:** 08/27/2020  
**Re:** Expenditures

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Listed below is the breakdown for total expenditures including payroll:

<b>List of Disbursements:</b> (08/14/2020-08/27/2020)	\$542,292.49
<b>Active Employee Payroll:</b> (08/20/2020)	\$51,291.71
<b>List of Encumbrances:</b> (09/03/2020)	\$65,222.67
<b><i>Expenditure Total:</i></b>	<b><i>\$658,806.87</i></b>

JOURNALIZED  
 PAID  
 DISBURSEMENTS 8/14/20 - 8/27/20

Vendor Code Ref #	Vendor name Address City/State/Zip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
B015 96155	BLUE CROSS-BLUE SHIELD OF MICH PO BOX 674416 DETROIT MI, 48267-4416	08/01/2020 08/21/2020 / / 08/28/2020	STATEMENT 0.0000	FTB N Y N	MTHLY HEALTH INS PREMIUM-007006050-0000	6,720.84 0.00 6,720.84

Paid  
 \*09/01/2020 - 09/30/2020

GL NUMBER	DESCRIPTION	AMOUNT
101-215.000-718.001	MTHLY HEALTH INS PREMIUM-007006050-0000	648.68
101-253.000-718.001	MTHLY HEALTH INS PREMIUM-007006050-0000	723.53
101-301.000-718.001	MTHLY HEALTH INS PREMIUM-007006050-0000	1,518.67
101-441.000-718.001	MTHLY HEALTH INS PREMIUM-007006050-0000	1,933.81
202-450.000-718.001	MTHLY HEALTH INS PREMIUM-007006050-0000	322.31
203-450.000-718.001	MTHLY HEALTH INS PREMIUM-007006050-0000	483.45
592-543.000-718.001	MTHLY HEALTH INS PREMIUM-007006050-0000	400.16
592-547.000-718.001	MTHLY HEALTH INS PREMIUM-007006050-0000	690.23
		6,720.84

B015 96142	BLUE CROSS-BLUE SHIELD OF MICH PO BOX 674416 DETROIT MI, 48267-4416	08/01/2020 08/21/2020 / / 08/28/2020	STATEMENT 0.0000	FTB N Y N	MTHLY HEALTH INS PREMIUM-007006050-0001	8,262.37 0.00 8,262.37
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Paid  
 \*09/01/20 - 09/30/20

GL NUMBER	DESCRIPTION	AMOUNT
736-000.000-723.000	MTHLY HEALTH INS PREMIUM-007006050-0001	8,262.37

VENDOR TOTAL: 14,983.21

C033 96188	CITY OF ST CLAIR CABLE CHANNEL SIX 547 N CARNEY DRIVE ST CLAIR MI, 48079	06/30/2020 08/25/2020 / / 09/24/2020	STATEMENT 0.0000	FTB N N N	CHANNEL SIX SUPPORT SERVICES	7,563.79 0.00 7,563.79
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Paid  
 \*APRIL 2020-JUNE 2020

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-802.000	CONTRACTUAL SERVICES	7,563.79

VENDOR TOTAL: 7,563.79

E039 96184	EAST CHINA SCHOOL DISTRICT 1585 MEISNER ROAD ATTN: BUSINESS OFFICE	08/25/2020 08/25/2020	STATEMENT	FTB N	2020 SUMMER TAX-8/1/20-8/15/20	133,146.96
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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF MARINE CITY  
 EXP CHECK RUN DATES 08/21/2020 - 08/27/2020  
 JOURNALIZED  
 PAID

DISBURSEMENTS 8/14/20 - 8/27/20

Vendor Code Ref #	Vendor name Address City/State/Zip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
	EAST CHINA MI, 48054-4143	/ / 08/31/2020	0.0000	Y N		0.00 133,146.96

Paid

GL NUMBER	DESCRIPTION	AMOUNT
703-000.000-225.001	DUE TO SCHOOLS-OPERATING-REAL	69,208.67
703-000.000-225.001	DUE TO SCHOOLS-OPERATING-PERSONAL	24,457.80
703-000.000-225.002	DUE TO SCHOOLS-DEBT-REAL	29,341.76
703-000.000-225.002	DUE TO SCHOOLS-DEBT-PERSONAL	5,736.06
703-000.000-225.003	DUE TO SCHOOLS-SINKING FUND-REAL	3,682.66
703-000.000-225.003	DUE TO SCHOOLS-SINKING FUND	720.01
		<u>133,146.96</u>

VENDOR TOTAL: 133,146.96

P008 96144	KENNETH PHELPS SERVICE 501 BROADWAY MARINE CITY MI, 48039	07/01/2020 08/21/2020 / / 08/31/2020	STATEMENT 0.0000	FTB N N N	MONTHLY CHECKS ON VEHICLES	54.00 0.00 54.00

Paid

\*JULY 2020 MONTHLY CHECKS - PD  
 2018 FORD EXPLORER  
 2019 FORD EXPLORER  
 2018 F150

GL NUMBER	DESCRIPTION	AMOUNT
101-301.000-932.000	VEHICLE REPAIRS & MAINTENANCE	54.00

P008 96145	KENNETH PHELPS SERVICE 501 BROADWAY MARINE CITY MI, 48039	07/28/2020 08/21/2020 / / 08/31/2020	STATEMENT 0.0000	FTB N N N	LABOR & PARTS 2018 FOR EXPLORER	240.00 0.00 240.00

Paid

\*BATTERY & LABOR/2018 FORD EXPLORER

GL NUMBER	DESCRIPTION	AMOUNT
101-301.000-932.000	VEHICLE REPAIRS & MAINTENANCE	240.00

P008 96146	KENNETH PHELPS SERVICE 501 BROADWAY MARINE CITY MI, 48039	07/07/2020 08/21/2020 / / 08/31/2020	STATEMENT 0.0000	FTB N N N	REPAIR ON 2018 FORD EXPLORER	40.00 0.00 40.00

Paid

\*REPAIR WASHERS AND ADD FLUIDS  
 2018 FORD EXPLORER

JOURNALIZED

PAID

DISBURSEMENTS 8/14/20 - 8/27/20

Vendor Code Ref #	Vendor name Address City/State/Zip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
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GL NUMBER	DESCRIPTION	AMOUNT
101-301.000-932.000	VEHICLE REPAIRS & MAINTENANCE	40.00
P008 96147	KENNETH PHELPS SERVICE 501 BROADWAY MARINE CITY MI, 48039	07/02/2020 08/21/2020 / / 08/31/2020
	STATEMENT	FTB
	CHECKOVER 2009 TAHOE	N
		N
		N
		40.00
		0.00
		40.00

Paid  
 \*CHECKOVER  
 2009 TAHOE

GL NUMBER	DESCRIPTION	AMOUNT
101-301.000-932.000	VEHICLE REPAIRS & MAINTENANCE	40.00

VENDOR TOTAL: 374.00

M017 96185	MARINE CITY GENERAL FUND 303 SOUTH WATER ST MARINE CITY MI, 48039	08/25/2020 08/25/2020 / / 08/31/2020	STATEMENT 0.0000	FTB N Y N	2020 SUMMER TAX-8/1/20-8/15/20	202,392.06 0.00 202,392.06
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Paid

GL NUMBER	DESCRIPTION	AMOUNT
703-000.000-221.000	DUE TO CITY-OPERATING-REAL	149,311.68
703-000.000-221.000	DUE TO CITY-OPERATING-PERSONAL	29,188.50
703-000.000-221.001	DUE TO CITY-REFUSE	23,891.88
		202,392.06

VENDOR TOTAL: 202,392.06

N075 96143	NYE UNIFORM 1030 SCRIBNER NW GRAND RAPIDS MI, 49504E2	06/04/2020 08/21/2020 / / 08/31/2020	740359 0.0000	FTB N N N	EMBLEM/STRIPES SEWN ON GARMET	15.50 0.00 15.50
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Paid  
 \*PD-DANIEL BAXENDALE

GL NUMBER	DESCRIPTION	AMOUNT
101-301.000-767.000	CLOTHING	15.50

VENDOR TOTAL: 15.50

S204 96186	ST CLAIR COUNTY TREASURER 200 GRAND RIVER AVE, SUITE 101 PORT HURON MI, 48060	08/25/2020 08/25/2020 / / 08/31/2020	STATEMENT 0.0000	FTB N Y N	2020 SUMMER TAX-8/1/20-8/15/20	183,419.47 0.00 183,419.47
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PAID  
 DISBURSEMENTS 8/14/20 - 8/27/20

Vendor Code Ref #	Vendor name Address City/State/Zip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
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Paid

GL NUMBER	DESCRIPTION	AMOUNT
703-000.000-235.000	DUE TO COMMUNITY COLLEGE-REAL	17,430.31
703-000.000-235.000	DUE TO COMMUNITY COLLEGE-PERSONAL	3,407.51
703-000.000-222.001	DUE TO COUNTY-OPERATING-REAL	49,148.01
703-000.000-222.001	DUE TO COUNTY-OPERATING-PERSONAL	9,607.89
703-000.000-236.000	DUE TO SPECIAL EDUCATION-REAL	21,326.00
703-000.000-236.000	DUE TO SPECIAL EDUCATION-PERSONAL	4,169.06
703-000.000-234.001	DUE TO ISD-INTERMEDIATE SCHOOL-REAL	1,787.32
703-000.000-234.001	DUE TO ISD-INTERMEDIATE SCHOOL-PERSONAL	349.52
703-000.000-234.002	DUE TO ISD-VOCATIONAL EDUCATION-REAL	8,529.60
703-000.000-234.002	DUE TO ISD-VOCATIONAL EDUCATION-PERSONAL	1,667.56
703-000.000-222.008	DUE TO COUNTY-STATE EDUCATION-REAL	55,362.89
703-000.000-222.008	DUE TO COUNTY-STATE EDUCATION-PERSONAL	10,633.80
		183,419.47

VENDOR TOTAL: 183,419.47

W020 96149	WATSON BROS SERVICE CO 3433 ELECTRIC AVENUE PORT HURON MI, 48060	08/11/2020 08/21/2020 / / 08/31/2020	20WBS2692 0.0000	FTB N N N	EQUIPMENT REPAIR	397.50 0.00 397.50
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Paid  
 \*WASTE WATER - EQUIPMENT REPAIR

WASTE WATER LOW ON CHARGE LET THE UNIT THAW RETURNED TO THE SHOP FOR PROPRETY REFIRIGERANT. WENT BACK TO THE JOB SITE INSTALLED A TAP FOR GAUGE EVACUATE AND RECHARGED WITH FREON COOLING NOW. NO WARRANTIES ON EQUIPMENT DUE TO THE AGE OF THE UNIT.

GL NUMBER	DESCRIPTION	AMOUNT
592-545.000-931.003	EQUIPMENT REPAIRS - MATERIAL	36.00
592-545.000-931.003	EQUIPMENT REPAIRS - LABOR	346.50
592-545.000-931.003	EQUIPMENT REPAIRS - TRUCK CHARGE	15.00
		397.50

VENDOR TOTAL: 397.50

TOTAL - ALL VENDORS: 542,292.49

FUND TOTALS:

Fund 101 - GENERAL FUND	12,777.98
Fund 202 - MAJOR STREET FUND	322.31
Fund 203 - LOCAL STREET FUND	483.45
Fund 592 - WATER/SEWER FUND	1,487.89
Fund 703 - TAX ACCOUNT FUND	518,958.49

08/27/2020 02:34 PM  
User: MPEARCE  
DB: Marine City

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF MARINE CITY  
EXP CHECK RUN DATES 08/21/2020 - 08/27/2020  
JOURNALIZED  
PAID  
DISBURSEMENTS 8/14/20 - 8/27/20

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Notes	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
Fund 736 - RETIREE HEALTH INS TRUST FUND						8,262.37

JOURNALIZED  
 PAID  
 ENCUMBRANCES 9/3/2020

Vendor Code Ref #	Vendor name Address City/State/Zip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
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A023 96169	AARON D ATKINSON 1539 MEISNER ROAD EAST CHINA MI, 48054	09/01/2020 09/03/2020 / / 09/03/2020	STATEMENT 0.0000	FTB N Y N	MONTHLY PHONE REIMBURSEMENT-SEPT 2020	35.00 0.00 35.00
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Paid

GL NUMBER	DESCRIPTION	AMOUNT
101-441.000-850.000	MONTHLY PHONE REIMBURSEMENT	35.00

VENDOR TOTAL: 35.00

A167 96162	ABC HOME AND COMMERCIAL SERVICES 8061 MARSH ROAD CLAY TOWNSHIP MI, 48001-3401	08/12/2020 09/03/2020 / / 09/14/2020	44854 0.0000	FTB N N N	CLEAN & RESTOCK ADA & STANDARD UNITS	210.00 0.00 210.00
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Paid

\*CLEAN & RESTOCK ADA & STANDARD UNITS PER AGREEMENT  
 EAST END OF ST. CLAIR ST.

GL NUMBER	DESCRIPTION	AMOUNT
101-756.000-802.000	CONTRACTUAL SERVICES	210.00

A167 96163	ABC HOME AND COMMERCIAL SERVICES 8061 MARSH ROAD CLAY TOWNSHIP MI, 48001-3401	08/12/2020 09/03/2020 / / 09/14/2020	44855 0.0000	FTB N N N	CLEAN & RESTOCK ADA & STANDARD UNITS KI	210.00 0.00 210.00
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Paid

\*CLEAN & RESTOCK ADA & STANDARD UNITS PER AGREEMENT  
 6730 KING RD

GL NUMBER	DESCRIPTION	AMOUNT
101-756.000-802.000	CONTRACTUAL SERVICES	210.00

A167 96161	ABC HOME AND COMMERCIAL SERVICES 8061 MARSH ROAD CLAY TOWNSHIP MI, 48001-3401	08/12/2020 09/03/2020 / / 09/14/2020	44856 0.0000	FTB N N N	CLEAN & RESTOCK STANDARD UNIT - WOODLAW	95.00 0.00 95.00
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Paid

\*CLEAN & RESTOCK STANDARD UNIT PER AGREEMENT  
 WOODLAWN CEMETARY  
 7/22, 7/29, 8/6, 8/12

GL NUMBER	DESCRIPTION	AMOUNT
209-000.000-802.000	CONTRACTUAL SERVICES	95.00

VENDOR TOTAL: 515.00

PAID  
 ENCUMBRANCES 9/3/2020

Vendor Code Ref #	Vendor name Address City/State/Zip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
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A275 96170	BRIAN ATHERTON 147 ROBERTSON MARINE CITY MI, 48039	09/01/2020 09/03/2020 / / 09/03/2020	STATEMENT 0.0000	FTB N Y N	MONTHLY PHONE REIMBURSEMENT-SEPT 2020	35.00 0.00 35.00
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Paid

GL NUMBER	DESCRIPTION	AMOUNT
101-441.000-850.000	MONTHLY PHONE REIMBURSEMENT	35.00

VENDOR TOTAL: 35.00

C200 96150	CIVICPLUS PO BOX 1572 MANHATTAN KS, 66505	09/10/2020 09/03/2020 / / 10/10/2020	202808 000007040 0.0000	FTB N N N	CMS STANDARD ANNUAL PACKAGE	2,000.00 0.00 2,000.00
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Paid

\*WEBSITE SERVICES  
 CMS STANDARD ANNUAL PACKAGE  
 09/10/2020 - 09/09/2021

\*ORIGINAL CONTRACT APPROVED AT 9/5/19 COMMISSION MEETING. CONTRACT AUTOMATICALLY RENEWS EACH YEAR UNLESS CANCELLED\*

WILL REQUIRE A BUDGET AMENDMENT.

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-265.000-948.000	COMPUTER SERVICES	2,000.00	2,000.00

VENDOR TOTAL: 2,000.00

TAXREFUND 96238	CORELOGIC REAL ESTATE TAX SERVICE REFUND DEPARTMENT P.O. BOX 9202 COPPELL TX, 75019	08/26/2020 09/03/2020 09/03/2020 09/26/2020	08/26/2020 0.0000	FTB N Y N	2020 Sum Tax Refund 02-375-0062-000	0.00 0.00 133.35
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Paid

\*Refund: Summer Tax Recpt (02-375-0062-000, Date: 08/25/2020, RECPT #: 00000877)

GL NUMBER	DESCRIPTION	AMOUNT
703-000.000-275.000	DUE TO TAXPAYERS	133.35

TAXREFUND 96239	CORELOGIC REAL ESTATE TAX SERVICE REFUND DEPARTMENT P.O. BOX 9202 COPPELL TX, 75019	08/26/2020 09/03/2020 09/03/2020 09/26/2020	08/26/2020 0.0000	FTB N Y N	2020 Sum Tax Refund 02-400-0016-000	0.00 0.00 1,283.12
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JOURNALIZED  
 PAID  
 ENCUMBRANCES 9/3/2020

Vendor Code Ref #	Vendor name Address City/State/Zip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
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Paid  
 \*Refund: Summer Tax Recpt (02-400-0016-000, Date: 08/25/2020, RECPT #: 00001404)

GL NUMBER	DESCRIPTION	AMOUNT
703-000.000-275.000	DUE TO TAXPAYERS	1,283.12
TAXREFUND 96240	CORELOGIC REAL ESTATE TAX SERVICE REFUND DEPARTMENT P.O. BOX 9202 COPPELL TX, 75019	08/26/2020 08/26/2020 09/03/2020 09/03/2020 0.0000 09/26/2020
		FTB 2020 Sum Tax Refund 02-275-0007-000 N 0.00 Y 0.00 N 1,242.16

Paid  
 \*Refund: Summer Tax Recpt (02-275-0007-000, Date: 08/25/2020, RECPT #: 00001405)

GL NUMBER	DESCRIPTION	AMOUNT
703-000.000-275.000	DUE TO TAXPAYERS	1,242.16
TAXREFUND 96241	CORELOGIC REAL ESTATE TAX SERVICE REFUND DEPARTMENT P.O. BOX 9202 COPPELL TX, 75019	08/26/2020 08/26/2020 09/03/2020 09/03/2020 0.0000 09/26/2020
		FTB 2020 Sum Tax Refund 02-475-0199-000 N 0.00 Y 0.00 N 2,424.78

Paid  
 \*Refund: Summer Tax Recpt (02-475-0199-000, Date: 08/25/2020, RECPT #: 00001406)

GL NUMBER	DESCRIPTION	AMOUNT
703-000.000-275.000	DUE TO TAXPAYERS	2,424.78
TAXREFUND 96242	CORELOGIC REAL ESTATE TAX SERVICE REFUND DEPARTMENT P.O. BOX 9202 COPPELL TX, 75019	08/26/2020 08/26/2020 09/03/2020 09/03/2020 0.0000 09/26/2020
		FTB 2020 Sum Tax Refund 02-950-0025-000 N 0.00 Y 0.00 N 724.49

Paid  
 \*Refund: Summer Tax Recpt (02-950-0025-000, Date: 08/25/2020, RECPT #: 00001407)

GL NUMBER	DESCRIPTION	AMOUNT
703-000.000-275.000	DUE TO TAXPAYERS	724.49
TAXREFUND 96243	CORELOGIC REAL ESTATE TAX SERVICE REFUND DEPARTMENT P.O. BOX 9202 COPPELL TX, 75019	08/26/2020 08/26/2020 09/03/2020 09/03/2020 0.0000 09/26/2020
		FTB 2020 Sum Tax Refund 02-150-0034-000 N 0.00 Y 0.00 N 1,672.03

Paid  
 \*Refund: Summer Tax Recpt (02-150-0034-000, Date: 08/25/2020, RECPT #: 00001408)

JOURNALIZED

PAID

ENCUMBRANCES 9/3/2020

Vendor Code Ref #	Vendor name Address City/State/Zip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
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GL NUMBER	DESCRIPTION	AMOUNT
703-000.000-275.000	DUE TO TAXPAYERS	1,672.03

VENDOR TOTAL: 7,479.93

D161 96171	DANIEL BAXENDALE II 2209 TRAVERSE DRIVE TROY MI, 48085	09/01/2020 09/03/2020 / / 09/03/2020	STATEMENT / / 0.0000	FTB N Y N	MONTHLY PHONE REIMBURSEMENT-SEPT 2020	35.00 0.00 35.00
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Paid

GL NUMBER	DESCRIPTION	AMOUNT
101-301.000-850.000	MONTHLY PHONE REIMBURSEMENT	35.00

VENDOR TOTAL: 35.00

D80 96172	DANIEL DEGUEISIPPE 5853 MARKEL ROAD COTTRELLVILLE TOWNSHIP MI, 48039	09/01/2020 09/03/2020 / / 09/03/2020	STATEMENT / / 0.0000	FTB N Y N	MONTHLY PHONE REIMBURSEMENT-SEPT 2020	35.00 0.00 35.00
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Paid

GL NUMBER	DESCRIPTION	AMOUNT
101-441.000-850.000	MONTHLY PHONE REIMBURSEMENT	35.00

VENDOR TOTAL: 35.00

E010 96173	ELAINE LEVEN 8341 COLONY DRIVE CLAY TWP MI, 48001	09/01/2020 09/03/2020 / / 09/03/2020	STATEMENT / / 0.0000	FTB N N N	MONTHLY PHONE REIMBURSEMENT-SEPT 2020	40.00 0.00 40.00
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Paid

GL NUMBER	DESCRIPTION	AMOUNT
101-172.000-850.000	MONTHLY PHONE REIMBURSEMENT	40.00

VENDOR TOTAL: 40.00

E082 96159	ELECTION SOURCE 4615 DANVERS DRIVE SE GRAND RAPIDS MI, 49512	08/19/2020 09/03/2020 / / 09/18/2020	20-52413 / / 0.0000	FTB N N N	ELECTION EQUIPMENT TESTING	695.00 0.00 695.00
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PAID  
 ENCUMBRANCES 9/3/2020

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Notes	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount

Paid  
 \*FULL SERVICE TESTING FOR ICP \$260.00  
 ADDITIONAL BALLOT STYLE FULL SERVICE TESTING FOR ICP \$135.00  
 FULL SERVICES TESTING FOR ICX \$180.00  
 ADDITINAL BALLOT STYLE FULL SERVICE TESTING FOR ICX \$120.00

GL NUMBER	DESCRIPTION	AMOUNT
101-262.000-802.000	CONTRACTUAL SERVICES	695.00

VENDOR TOTAL: 695.00

E005	ENVIRONMENTAL CONSULTING & TECH INC	07/31/2020	203186	FTB	PROFESSIONAL SERVICES THRU 7/31/2020	
96189	3701 NORTHWEST 98TH STREET	09/03/2020		N		1,000.00
	GAINESVILLE FL, 32606	/ /	0.0000	N		0.00
		09/03/2020		N		1,000.00

Paid  
 \*PROJECT#190082  
 DRINKING WATER MONITORING & MAINTENANCE  
 USING WATER MONITORING RESTRICTED FUNDS

GL NUMBER	DESCRIPTION	AMOUNT
592-549.000-802.400	WATER MONITORING SERVICES	1,000.00

VENDOR TOTAL: 1,000.00

E007	ETNA SUPPLY COMPANY	08/17/2020	S103638218.001	FTB	ROMAC REPAIR CLAMP	
96164	PO BOX 772107	09/03/2020		N		1,252.00
	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		09/25/2020		N		1,252.00

Paid  
 \*SYSTEM MAINTENANCE - WATER  
 ROMAC SS1-7.24 X 16 REPAIR CLAMP  
 ROMAC SS1-7.24 X 24 REPAIR CLAMP

GL NUMBER	DESCRIPTION	AMOUNT
592-548.000-934.000	OTHER REPAIRS AND MAINTENANCE	1,252.00

E007	ETNA SUPPLY COMPANY	08/17/2020	S103647228.001	FTB	VALVE REPLACEMENTS	
96166	PO BOX 772107	09/03/2020		N		1,094.00
	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		09/25/2020		N		1,094.00

PAID  
ENCUMBRANCES 9/3/2020

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Notes	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount

Paid  
\*READY TO SERVE FEES STP

AFC 3 FLG RW GATE BALVE OL W/WHEEL  
3 FLANGE TORUSEAL GASKET  
2 1/2 & 3 FLG 304 BOLT & NUT KIT  
CONSISTS OF (4) 5/8 HEX NUT 304  
(4) 5/8 X 3 304 BOLT

GL NUMBER	DESCRIPTION	AMOUNT
592-000.000-154.000	CAPITAL OUTLAY -WASTEWATER	1,094.00
E007	ETNA SUPPLY COMPANY	08/19/2020
96165	PO BOX 772107	09/03/2020
	DETROIT MI, 48277-2107	/ /
		0.0000
		09/25/2020
		5103654708.001
		FTB
		SYSTEM MAINTENANCE SEWER
		N
		51.00
		N
		0.00
		N
		51.00

Paid  
\*SYSTEM MAINTENANCE SEWER  
NORLAB LP - 16FR LIQUID POWDER TRACING DYE - FLUORESCENT BLUE

NORLAB LOY-C LIQUIID POWDER TRACING DYE - FLUORESCENT GREEN

GL NUMBER	DESCRIPTION	AMOUNT
592-544.000-934.000	OTHER REPAIRS AND MAINTENANCE	51.00

VENDOR TOTAL: 2,397.00

FV150	F & V OPERATIONS RESOURCE MGMT	06/23/2020	3364	FTB	OUT OF SCOPE BILLING	
96168	2960 LUCERNE DRIVE SE SUITE 100	09/03/2020		N		660.11
	GRAND RAPIDS MI, 49546	/ /	0.0000	N		0.00
		09/13/2020		N		660.11

Paid  
\*PROFESSIONAL SERVICES RENDERED 5/30/20 - 6/23/20

DAVID DEVLAMINCK  
6/10/20 0.50 HR @\$60.00=\$30.00  
6/17/20 2 HRS @\$60.00=\$120.00

ROBIN MORTINGER  
6/8/20 2 HRS @\$60.00=\$120.00  
6/10/20 3HRS @\$60.00=\$180.00  
6/22/20 1HR @ \$60.00=\$60.00  
6/23/20 2HRS @ \$60.00=\$120.00

MILEAGE  
52.37 @ \$0.575=\$30.11

PAID  
 ENCUMBRANCES 9/3/2020

Vendor Code Ref #	Vendor name Address City/State/Zip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
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GL NUMBER	DESCRIPTION	AMOUNT
592-545.000-802.000	CONTRACTUAL SERVICES	510.11
592-549.000-802.000	CONTRACTUAL SERVICES	150.00
		660.11

VENDOR TOTAL: 660.11

H101 96174	HAVILAND PRODUCTS COMPANY 421 ANN STREET NW GRAND RAPIDS MI, 49504-2075	08/11/2020 09/03/2020 / / 09/10/2020	364863 0.0000	FTB N N N	ACID, HYDROFLUESILIC NSF	847.50 0.00 847.50
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Paid  
 \*WTP-PROCESS CHEMICALS

GL NUMBER	DESCRIPTION	AMOUNT
592-549.000-753.001	PROCESS CHEMICALS	847.50

H101 96167	HAVILAND PRODUCTS COMPANY 421 ANN STREET NW GRAND RAPIDS MI, 49504-2075	08/17/2020 09/03/2020 / / 09/17/2020	365536 0.0000	FTB N N N	CREDIT - CONTAINER RETURN DEPOSIT	(360.00) 0.00 (360.00)
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Paid  
 \*RETURN CONTAINER DEPOSIT - CREDIT

GL NUMBER	DESCRIPTION	AMOUNT
592-549.000-753.001	PROCESS CHEMICALS	(360.00)

H101 96192	HAVILAND PRODUCTS COMPANY 421 ANN STREET NW GRAND RAPIDS MI, 49504-2075	08/21/2020 09/03/2020 / / 09/20/2020	366310 0.0000	FTB N N N	BLEACH-NSF-1 GAL BULK	1,308.00 0.00 1,308.00
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Paid  
 \*WATER PLANT

GL NUMBER	DESCRIPTION	AMOUNT
592-549.000-753.001	PROCESS CHEMICALS	1,308.00

H101 96191	HAVILAND PRODUCTS COMPANY 421 ANN STREET NW GRAND RAPIDS MI, 49504-2075	08/21/2020 09/03/2020 / / 09/20/2020	366311 0.0000	FTB N N N	BLEACH-NSF 1 GAL BULK	654.00 0.00 654.00
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Paid  
 \*WWTP

JOURNALIZED

PAID

ENCUMBRANCES 9/3/2020

Vendor Code Ref #	Vendor name Address City/State/Zip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
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GL NUMBER	DESCRIPTION	AMOUNT
592-545.000-753.001	PROCESS CHEMICALS	654.00

VENDOR TOTAL: 2,449.50

A118 96148	INTERSTATE BILLING SERVICE INC PO BOX 2208 DECATUR AL, 35609-2208	08/07/2020 09/03/2020 / / 09/07/2020	P62902 0.0000	FTB N N N	JOHN DEERE LOADER PARTS	62.25 0.00 62.25
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Paid  
 \*JOHN DEERE LOADER REPAIR

GL NUMBER	DESCRIPTION	AMOUNT
101-441.000-931.003	EQUIPMENT REPAIRS	62.25

VENDOR TOTAL: 62.25

J032 96175	JAMES D HEASLIP 455 MABEL ST MARINE CITY MI, 48039	09/01/2020 09/03/2020 / / 09/03/2020	STATEMENT 0.0000	FTB N N N	MONTHLY PHONE REIMBURSEMENT-SEPT 2020	65.00 0.00 65.00
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Paid

GL NUMBER	DESCRIPTION	AMOUNT
101-301.000-850.000	MONTHLY PHONE REIMBURSEMENT	65.00

VENDOR TOTAL: 65.00

V023 96176	JAMES R VANDERMEULEN 1534 MINNESOTA AVE MARYSVILLE MI, 48040	09/01/2020 09/03/2020 / / 09/03/2020	STATEMENT 0.0000	FTB N N N	MONTHLY PHONE REIMBURSEMENT-SEPT 2020	35.00 0.00 35.00
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Paid

GL NUMBER	DESCRIPTION	AMOUNT
101-301.000-850.000	MONTHLY PHONE REIMBURSEMENT	35.00

VENDOR TOTAL: 35.00

K125 96190	KERR PUMP AND SUPPLY, INC. DRAWER 64185 DETROIT MI, 48264	08/06/2020 09/03/2020 / / 09/21/2020	INV202248 0.0000	FTB N N N	SERVICE CONTROL PANEL	1,820.00 0.00 1,820.00
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Paid

\*WATER PLANT-PLC/SCADA PROGRAMMING AND TROUBLESHOOTING FOR THE HIGH SERVICE AND BACKWASH FLOW TOTALIZERS.

PAID  
 ENCUMBRANCES 9/3/2020

Vendor Code Ref #	Vendor name Address City/State/Zip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
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GL NUMBER	DESCRIPTION	AMOUNT
592-549.000-802.400	WATER MONITORING SERVICES	1,820.00

VENDOR TOTAL: 1,820.00

K075 96177	KRISTEN BAXTER 350 COLONIAL LANE ALGONAC MI, 48001	09/01/2020 09/03/2020 / / 09/03/2020	STATEMENT 0.0000	FTB N N N	MONTHLY PHONE REIMBURSEMENT-SEPT 2020	40.00 0.00 40.00
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Paid

GL NUMBER	DESCRIPTION	AMOUNT
101-215.000-850.000	MONTHLY PHONE REIMBURSEMENT	40.00

VENDOR TOTAL: 40.00

L101 96194	LEAF P.O. BOX 5066 HARTFORD CT, 06102-5066	08/19/2020 09/03/2020 / / 09/13/2020	10950804 0.0000	FTB N N N	COPIER LEASE PAYMENT	62.33 0.00 62.33
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Paid

\*POLICE DEPT.-KYOCERA ECOSYS M6535CIDN  
 AUGUST 2020

GL NUMBER	DESCRIPTION	AMOUNT
101-301.000-884.000	EQUIPMENT LEASE	62.33

VENDOR TOTAL: 62.33

L006 96229	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	07/31/2020 09/03/2020 / / 09/10/2020	B89553/3 0.0000	FTB N N N	YELLOW SPRAY PAINT	5.69 0.00 5.69
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Paid

\*DPW

GL NUMBER	DESCRIPTION	AMOUNT
101-441.000-934.000	OTHER REPAIRS AND MAINTENANCE	5.69

L006 96237	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	08/07/2020 09/03/2020 / / 09/10/2020	B92039 0.0000	FTB N N N	PVC TUBING	14.36 0.00 14.36
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JOURNALIZED  
 PAID  
 ENCUMBRANCES 9/3/2020

Vendor Code Ref #	Vendor name Address City/State/Zip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
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Paid  
 \*PARKS-SPRINKLER SYSTEM

GL NUMBER	DESCRIPTION	AMOUNT
101-756.000-934.000	OTHER REPAIRS AND MAINTENANCE	14.36
L006 96220	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	08/13/2020 09/03/2020 / / 09/10/2020
		B94520/3 0.0000
		FTB N N N
		GROMMET 1/2" REFILL 24 PK
		3.79 0.00 3.79

Paid  
 \*PARKS-FLAGS

GL NUMBER	DESCRIPTION	AMOUNT
101-756.000-752.000	SUPPLIES	3.79
L006 96218	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	08/14/2020 09/03/2020 / / 09/10/2020
		B94750/3 0.0000
		FTB N N N
		HOSE BARB
		2.65 0.00 2.65

Paid  
 \*WWTP-EQUIPMENT REPAIRS

GL NUMBER	DESCRIPTION	AMOUNT
592-545.000-931.003	EQUIPMENT REPAIRS	2.65
L006 96235	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	08/19/2020 09/03/2020 / / 09/10/2020
		B96623/3 0.0000
		FTB N N N
		CONTR DUCT TAPE
		34.18 0.00 34.18

Paid  
 \*WATER TOWER STAND PIPE INSULATION REPAIR

GL NUMBER	DESCRIPTION	AMOUNT
592-548.000-934.000	OTHER REPAIRS AND MAINTENANCE	34.18
L006 96233	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	08/24/2020 09/03/2020 / / 09/10/2020
		B98200/3 0.0000
		FTB N N N
		CAUTION BLUE /FLUOR GRN MARKING
		10.82 0.00 10.82

Paid  
 \*SYSTEM MAINT WATER-MISS DIG

JOURNALIZED

PAID

ENCUMBRANCES 9/3/2020

Vendor Code Ref #	Vendor name Address City/State/Zip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
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GL NUMBER	DESCRIPTION	AMOUNT
592-548.000-934.000	OTHER REPAIRS AND MAINTENANCE	10.82
L006 96210	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	08/24/2020 09/03/2020 / / 09/10/2020
		B98357/3
		FTB N Y N
		LADIES/GENTLEMAN SIGNAGE
		3.78 0.00 3.78

Paid  
\*PARKS

GL NUMBER	DESCRIPTION	AMOUNT
101-756.000-934.000	OTHER REPAIRS AND MAINTENANCE	3.78
L006 96216	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	08/24/2020 09/03/2020 / / 09/10/2020
		B98361/3
		FTB N N N
		HARDWARE BULK
		1.47 0.00 1.47

Paid  
\*DPW

GL NUMBER	DESCRIPTION	AMOUNT
101-441.000-752.000	SUPPLIES	1.47
L006 96232	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	08/25/2020 09/03/2020 / / 09/10/2020
		B98607/3
		FTB N N N
		METAL BLADE
		14.22 0.00 14.22

Paid  
\*DPW

GL NUMBER	DESCRIPTION	AMOUNT
101-441.000-752.000	SUPPLIES	14.22
L006 96230	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	07/28/2020 09/03/2020 / / 09/10/2020
		T45140/3
		FTB N N N
		GRASS SEED
		64.59 0.00 64.59

Paid  
\*CEMETERY

GL NUMBER	DESCRIPTION	AMOUNT
209-000.000-752.000	SUPPLIES	64.59

JOURNALIZED  
 PAID  
 ENCUMBRANCES 9/3/2020

Vendor Code Ref #	Vendor name Address City/State/Zip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
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L006 96228	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	08/03/2020 09/03/2020 / / 09/10/2020	T46728/3 0.0000	FTB N N	HARDWARE BULK	0.47 0.00 0.47
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Paid  
\*DPW

GL NUMBER	DESCRIPTION	AMOUNT
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101-441.000-934.000 OTHER REPAIRS AND MAINTENANCE 0.47

L006 96227	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	08/03/2020 09/03/2020 / / 09/10/2020	T46767/3 0.0000	FTB N N	3/4 IN HOSE CAP W/WASHER	5.69 0.00 5.69
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Paid  
\*DPW

GL NUMBER	DESCRIPTION	AMOUNT
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101-441.000-934.000 OTHER REPAIRS AND MAINTENANCE 5.69

L006 96234	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	08/04/2020 09/03/2020 / / 09/10/2020	T46972 0.0000	FTB N N	HEX BUSHINGS/NIPPLE/BUSH	16.97 0.00 16.97
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Paid  
\*WATER SYSTEM MAINT

GL NUMBER	DESCRIPTION	AMOUNT
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592-548.000-934.000 OTHER REPAIRS AND MAINTENANCE 16.97

L006 96226	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	08/05/2020 09/03/2020 / / 09/10/2020	T47180/3 0.0000	FTB N N	16 X 24 X 1 IN PLEATED FILTER	18.96 0.00 18.96
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Paid  
\*GUY CENTER

GL NUMBER	DESCRIPTION	AMOUNT
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101-265.000-930.000 LAND & BUILDING REPAIRS 18.96

L006	LUMBERJACK BLDG CENTERS INC	08/06/2020	T47542/3	FTB	PHONE JACK	
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PAID  
 ENCUMBRANCES 9/3/2020

Vendor Code Ref #	Vendor name Address City/State/Zip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
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96225	BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	09/03/2020 / / 09/10/2020	0.0000	N N N		10.24 0.00 10.24
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Paid  
 \*WATER PLANT

GL NUMBER	DESCRIPTION	AMOUNT
592-549.000-930.000	LAND & BUILDING REPAIRS	10.24

L006 96223	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	08/06/2020 09/03/2020 / / 09/10/2020	T47594/3	FTB N N N	DISPOSABLE PROPANE CYLINDER	4.08 0.00 4.08
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Paid  
 \*DPW

GL NUMBER	DESCRIPTION	AMOUNT
101-441.000-752.000	SUPPLIES	4.08

L006 96224	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	08/06/2020 09/03/2020 / / 09/10/2020	T47619/3	FTB N N N	HEX BRUSH/PHONE LINE CORD	7.48 0.00 7.48
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Paid  
 \*WATER PLANT

GL NUMBER	DESCRIPTION	AMOUNT
592-549.000-930.000	LAND & BUILDING REPAIRS	7.48

L006 96222	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	08/07/2020 09/03/2020 / / 09/10/2020	T47846/3	FTB N N N	HYDRAULIC WATERSTOP/QUIKRETE	13.05 0.00 13.05
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Paid  
 \*SYSTEM MAINT SEWER

GL NUMBER	DESCRIPTION	AMOUNT
592-544.000-934.000	OTHER REPAIRS AND MAINTENANCE	13.05

L006 96221	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525	08/12/2020 09/03/2020	T49092/3	FTB N	HARDWARE BULK	2.20
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PAID

ENCUMBRANCES 9/3/2020

Vendor Code Ref #	Vendor name Address City/State/Zip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
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	ATLANTA GA, 30348-5525	/ /	0.0000	N		0.00
		09/10/2020		N		2.20

Paid  
\*KING RD PARK PICNIC TABLES

GL NUMBER	DESCRIPTION	AMOUNT
101-756.000-752.000	SUPPLIES	2.20

L006 96219	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	08/13/2020 09/03/2020 / / 09/10/2020	T49241/3	FTB N N N	10 RTCHT TDWN 660# 15FT	17.08 0.00 17.08
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Paid  
\*PARKS

GL NUMBER	DESCRIPTION	AMOUNT
101-756.000-752.000	SUPPLIES	17.08

L006 96217	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	08/18/2020 09/03/2020 / / 09/10/2020	T50869/3	FTB N N N	PAINT/WIRE BRUSHES	395.48 0.00 395.48
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Paid  
\*SYSTEM MAINT WATER- HYDRANT PAINTING

GL NUMBER	DESCRIPTION	AMOUNT
592-548.000-934.000	OTHER REPAIRS AND MAINTENANCE	395.48

L006 96236	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	08/20/2020 09/03/2020 / / 09/10/2020	T51585/3	FTB N N N	TOILET SEAT HINGE BOLT	4.36 0.00 4.36
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Paid  
\*PAVILION BATHROOM

GL NUMBER	DESCRIPTION	AMOUNT
101-756.000-934.000	OTHER REPAIRS AND MAINTENANCE	4.36

L006 96211	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	08/21/2020 09/03/2020 / / 09/10/2020	T51834/3	FTB N N N	2 1/2 " X 3" WHITE CHIP BRUSHES	28.21 0.00 28.21
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JOURNALIZED  
 PAID  
 ENCUMBRANCES 9/3/2020

Vendor Code Ref #	Vendor name Address City/State/Zip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
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Paid  
 \*SYSTEM MAINT WATER-HYDRANT PAINTING

GL NUMBER	DESCRIPTION	AMOUNT
592-548.000-934.000	OTHER REPAIRS AND MAINTENANCE	28.21
L006 96212	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	08/24/2020 09/03/2020 / / 09/10/2020
		T53446/3 0.0000
		FTB N Y N
		HARDWARE BULK
		6.91 0.00 6.91

Paid  
 \*EQUIP REPAIR

GL NUMBER	DESCRIPTION	AMOUNT
101-441.000-931.003	EQUIPMENT REPAIRS	6.91
L006 96213	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	08/24/2020 09/03/2020 / / 09/10/2020
		T53465/3 0.0000
		FTB N N N
		HARDWARE BULK
		0.20 0.00 0.20

Paid  
 \*EQUIP REPAIR

GL NUMBER	DESCRIPTION	AMOUNT
101-441.000-931.003	EQUIPMENT REPAIRS	(6.19)
101-441.000-931.003	EQUIPMENT REPAIRS	6.39
		<u>6.39</u>
		0.20

GL NUMBER	DESCRIPTION	AMOUNT
L006 96214	LUMBERJACK BLDG CENTERS INC BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	08/24/2020 09/03/2020 / / 09/10/2020
		T53482/3 0.0000
		FTB N N N
		HARDWARE BULK
		0.20 0.00 0.20

Paid  
 \*EQUIP REPAIRS

GL NUMBER	DESCRIPTION	AMOUNT
101-441.000-931.003	EQUIPMENT REPAIRS	(6.39)
101-441.000-931.003	EQUIPMENT REPAIRS	6.59
		<u>6.59</u>
		0.20

GL NUMBER	DESCRIPTION	AMOUNT
L006	LUMBERJACK BLDG CENTERS INC	08/24/2020
		T53484/3
		FTB
		HARDWARE BULK

PAID  
ENCUMBRANCES 9/3/2020

Vendor Code Ref #	Vendor name Address City/State/Zip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
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96215	BLUE TARP FINANACIAL INC PO BOX 105525 ATLANTA GA, 30348-5525	09/03/2020 / / 09/10/2020	0.0000	N N N		5.78 0.00 5.78
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Paid  
\*XMARK-BLADE BOLTS

GL NUMBER	DESCRIPTION	AMOUNT
101-441.000-931.003	EQUIPMENT REPAIRS	5.78

VENDOR TOTAL: 692.91

M517 96158	MECHANICAL COMFORT AN DESIGN LLC 103 SPRING ST YALE MI, 48097	08/15/2020 09/03/2020 / / 09/14/2020	1696 0.0000	FTB N N N	HVAC SERVICE	1,609.00 0.00 1,609.00
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Paid  
\*WATER TREATMENT PLANT - HVAC SERVICE  
COMMERCIAL SERVICE CHARGE/LABOR/SUPPLIES & FREON

GL NUMBER	DESCRIPTION	AMOUNT
592-545.000-930.000	LAND & BUILDING REPAIRS	1,609.00

VENDOR TOTAL: 1,609.00

M516 96178	MEGAN PEARCE 51400 PROMENADE NEW BALTIMORE MI, 48047	09/01/2020 09/03/2020 / / 09/03/2020	STATEMENT 0.0000	FTB N N N	MONTHLY PHONE REIMBURSEMENT-SEPT 2020	40.00 0.00 40.00
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Paid  
GL NUMBER DESCRIPTION AMOUNT  
101-253.000-850.000 MONTHLY PHONE REIMBURSEMENT 40.00

VENDOR TOTAL: 40.00

I007 96179	MICHAEL P ITRICH 349 NORTH AVENUE ALGONAC MI, 48001	09/01/2020 09/03/2020 / / 09/03/2020	STATEMENT 0.0000	FTB N N N	MONTHLY PHONE REIMBURSEMENT-SEPT 2020	65.00 0.00 65.00
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Paid  
GL NUMBER DESCRIPTION AMOUNT  
101-441.000-850.000 MONTHLY PHONE REIMBURSEMENT 65.00

VENDOR TOTAL: 65.00

JOURNALIZED

PAID

ENCUMBRANCES 9/3/2020

Vendor Code Ref #	Vendor name Address City/State/Zip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
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N044 96157	NCL OF WISCONSIN PO BOX 8 BIRNAMWOOD WI, 54414	08/07/2020 09/03/2020 / / 09/06/2020	442744 0.0000	FTB N N N	WWTP LAB SUPPLIES	312.39 0.00 312.39
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Paid  
\*WWTP - LAB SUPPLIES

GL NUMBER	DESCRIPTION	AMOUNT
592-545.000-762.000	LAB SUPPLY	312.39

VENDOR TOTAL: 312.39

P012 96180	PAUL A WESTRICK 32463 SUTTON RD NEW BALTIMORE MI, 48047	09/01/2020 09/03/2020 / / 09/03/2020	STATEMENT 0.0000	FTB N N N	MONTHLY PHONE REIMBURSEMENT-SEPT 2020	35.00 0.00 35.00
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Paid

GL NUMBER	DESCRIPTION	AMOUNT
101-301.000-850.000	MONTHLY PHONE REIMBURSEMENT	35.00

VENDOR TOTAL: 35.00

P165 96156	PUMMILL PRINT SERVICE LC PO BOX 140108 GRAND RAPIDS MI, 49514	08/13/2020 09/03/2020 / / 09/12/2020	26090 0.0000	FTB N N N	AP AP VOUCHER BLUE BOTTOM CHECK	144.90 0.00 144.90
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Paid  
\*M/1000

GL NUMBER	DESCRIPTION	AMOUNT
101-253.000-900.000	PRINTING	72.45
592-543.000-900.000	PRINTING	36.22
592-547.000-900.000	PRINTING	36.23

144.90

VENDOR TOTAL: 144.90

R012 96181	RAYMOND JAMES & ASSOCIATES 691 N SQUIRREL RD SUITE 222 AUBURN HILLS MI, 48326	09/01/2020 09/03/2020 / / 09/03/2020	STATEMENT 0.0000	FTB N N N	EMPLOYER RETIREMENT CONTRIBUTION-SEPT 2	26,853.09 0.00 26,853.09
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Paid

GL NUMBER	DESCRIPTION	AMOUNT
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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF MARINE CITY  
EXP CHECK RUN DATES 09/03/2020 - 09/03/2020  
JOURNALIZED

PAID  
ENCUMBRANCES 9/3/2020

Vendor Code Ref #	Vendor name Address City/State/Zip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
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101-270.000-717.001	EMPLOYER RETIREMENT CONTRIBUTION					16,111.85
202-450.000-717.001	EMPLOYER RETIREMENT CONTRIBUTION					859.30
203-450.000-717.001	EMPLOYER RETIREMENT CONTRIBUTION					1,557.48
209-000.000-717.001	EMPLOYER RETIREMENT CONTRIBUTION					429.65
592-543.000-717.001	EMPLOYER RETIREMENT CONTRIBUTION					3,222.37
592-547.000-717.001	EMPLOYER RETIREMENT CONTRIBUTION					4,672.44
						26,853.09

VENDOR TOTAL: 26,853.09

S021	ST CLAIR CO ROAD COMMISSION	07/31/2020	512863	FTB	TRAFFIC FLASHER KING & PLANK	
96151	21 AIRPORT ROAD	09/03/2020		N		50.81
	ST CLAIR MI, 48079-1404	/ /	0.0000	N		0.00
		09/06/2020		N		50.81

Paid  
\*KING & PLANK TRAFFIC FLASHER  
PERIOD ENDING 7/31/20

GL NUMBER	DESCRIPTION	AMOUNT
202-456.000-802.000	CONTRACTUAL SERVICES	50.81

VENDOR TOTAL: 50.81

S206	ST CLAIR PACKAGING INC	08/20/2020	84540	FTB	GARBAGE BAGS/PAPER TOWELS/TOILET PAPER	
96193	2121 BUSHAW HWY	09/03/2020		N		481.25
	MARYSVILLE MI, 48040	/ /	0.0000	N		0.00
		09/19/2020		N		481.25

Paid  
\*PARKS

GL NUMBER	DESCRIPTION	AMOUNT
101-756.000-752.000	SUPPLIES	481.25

VENDOR TOTAL: 481.25

B141	THE BANK OF NEW YORK MELLON,NA	08/10/2020	REF #1526	FTB	BOND INTEREST PAYMENT	
96196	ATTN POOLED FIN UNT-MATT KUPER	09/03/2020		N		9,137.50
	4655 SALISBURY RD SUITE 300	/ /	0.0000	N		0.00
	JACKSONVILLE FL, 32256	09/24/2020		N		9,137.50

Paid  
\*PROJECT NUMBER 7159-01 - WATER PLANT IMPROVEMENTS

GL NUMBER	DESCRIPTION	AMOUNT
592-547.000-992.000	INTEREST EXPENSE	9,137.50

PAID  
ENCUMBRANCES 9/3/2020

Vendor Code Ref #	Vendor name Address City/State/Zip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
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Invoice Notes

VENDOR TOTAL: 9,137.50

T016	TRACY KALLEK	09/01/2020	STATEMENT	FTB	MONTHLY PHONE REIMBURSEMENT-SEPT 2020	
96182	3210 CHURCH CASCO MI, 48064	09/03/2020 / /	0.0000	N Y		40.00 0.00
		09/03/2020		Y		40.00

Paid

GL NUMBER	DESCRIPTION	AMOUNT
101-371.000-850.000	MONTHLY PHONE REIMBURSEMENT	40.00

VENDOR TOTAL: 40.00

W103	WADE TRIM	07/31/2020	2018760	FTB	PROFESSIONAL SERVICES RENDERED THROUGH	
96154	500 GRISWOLD STREET SUITE 2500 DETROIT MI, 48226	09/03/2020 / /	0.0000	N N		6,299.70 0.00
		09/14/2020		N		6,299.70

Paid

\*PROJECT: MRN612201D  
SEMCOG ASSETS MGMT GIS DATA

TOTAL FEE: \$16,600  
TO DATE BILLINGS \$10,720.28  
TOTAL REMAINING \$5,879.72

GL NUMBER	DESCRIPTION	AMOUNT
592-543.000-801.000	PROFESSIONAL SERVICES	3,149.85
592-547.000-801.000	PROFESSIONAL SERVICES	3,149.85
		6,299.70

VENDOR TOTAL: 6,299.70

TOTAL - ALL VENDORS: 65,222.67

FUND TOTALS:

Fund 101 - GENERAL FUND	20,514.37
Fund 202 - MAJOR STREET FUND	910.11
Fund 203 - LOCAL STREET FUND	1,557.48
Fund 209 - CEMETERY FUND	589.24
Fund 592 - WATER/SEWER FUND	34,171.54
Fund 703 - TAX ACCOUNT FUND	7,479.93

**DESIGN, BUILD AND CONSTRUCTION SERVICES AGREEMENT**

This Design, Build and Construction Services Agreement ("Agreement"), dated this \_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Marine City, located at 303 S. Water Street, Marine City, Michigan 48039 ("City") and Partners in Architecture - Design Build, LLC, located at 65 Market Street, Mount Clemens, MI 48043 ("Design Builder"), and states the following:

**WITNESSETH**

- A. WHEREAS, the City wishes to construct and occupy a new City municipal building located at 260 S. Parker St., Marine City, Michigan; and
- B. WHEREAS, the Design Builder represents that it has the capability, resources and time to provide certain services to the City related to the design, construction and completion of a new City municipal building consistent with the intent, goals and objectives of the City and otherwise consistent with this Agreement; and
- C. WHEREAS, the City has selected the services of the Design Builder for the Project subject to the terms and conditions set forth herein; and
- D. WHEREAS, the goals and objectives of this Agreement are to define the relationship between the City and the Design Builder from the design of a new City municipal building to the completion and occupancy of a new City municipal building; and
- E. WHEREAS, the Design Builder has agreed herein to establish a Project Guaranteed Maximum Price ("GMP") for the work set forth in this Agreement; and
- F. WHEREAS, Partners in Architecture - Design Build, LLC has agreed to provide all necessary architectural and engineering services to fulfill the design aspects and construction of this Project; and
- G. WHEREAS, local contractors and local material providers will be used and engaged to the extent practical for aspects of the work for this Project; and
- H. WHEREAS, the City and the Design Builder, by providing signatures below, do represent that each has the legal capacity and authority to enter into and be bound by the terms and provisions of this Agreement.

**NOW, THEREFORE**, the City and the Design Builder do hereby agree as follows with full and adequate consideration acknowledged by each party.

1. **Effective Date.** This Agreement is effective upon full execution of the Agreement by the City and the Design Builder. The date of the last signature shall be the "Effective Date" for this Agreement.
2. **Project.** The Design Builder agrees to meet with the City as many times as reasonably necessary to refine the Concept Plans ("Exhibit 3") dated October 17, 2019 and to reach a final design and plan for the Project. The final plan shall be for a facility that meets the needs of the City with all amenities required for a City Hall. At a minimum, the final plan will include City offices, a meeting space, a utility room, storage rooms and all necessary amenities for such



spaces and uses as defined in the final approved preliminary design and described scope of work. The services under this Agreement, as set forth herein, include design through completion/occupancy. A Guaranteed Maximum Price ("GMP") will be provided by amendment to this Agreement with the presentation of the final design for approval by the City including all phases of the building design, all phases of construction, all plumbing, all structural and mechanical/HVAC/electrical components of the building, for the meeting room, technology cabling infrastructure as necessary, parking lot, outdoor landscaping and all necessary construction, demolition for a City Hall. The Project includes all activities from preliminary design to completion, approval and occupancy.

The Project, in more detail, consists of minor existing site demo / repairs and new site improvements of hard surface paving for parking circulation and ADA accommodation including approximately 12,500 sq. ft. of new asphalt. Any landscape and signage work that may be necessary will be provided by the City's DPW. The exterior building improvements include: gutters and soffit repairs where damaged, selective repair and painting of the existing siding, new lighting where required and replacement of damaged exterior lighting fixtures, and miscellaneous wall modifications to provide new openings. Interior renovations include approximately 6,550 sq. ft. with selective demolition of existing interior partitions, doors, ceilings, floor finishes, and cabinetry. The building will receive a completely new layout to meet the needs of the City. The spaces to be provided feature a new 1000+ sq. ft. of storage space, new office spaces to meet the current staff's needs along with a new public multi-purpose room and support spaces to adequately serve the City.

3. **Communication.** The Design Builder and the City agree that communications relating to all aspects of the Project are critical to the Project success. The goal of this provision is to ensure that the City and the Design Builder both have an identified person who is available, responsible and will be fully responsive to issues throughout the entire Project, from design to move-in/final occupancy.

3.1 For the Design Builder:

Mr. David Gassen  
Partners in Architecture Design Build, LLC  
65 Market Street  
Mt. Clemens, MI 48043

3.2 For the City:

From Effective Date through Final Plan, the City Commission.

From Final Plan through Completion, the City Manager, with the City Commission approvals as necessary.

At all times under this Agreement, any paperwork, documents, deliverables, invoices or any other written communication by or on behalf of the Design Builder shall be made to the City Manager.

4. **Design/Final Plan.** The Design Builder is and shall be responsible for working with the City to obtain an acceptable design and final plan for a new City municipal building. The final design and the final plan shall be presented and approved by the City prior to any demolition or construction work. The goal of this provision is to make it clear that the Design Builder and the City will work together on a final design and final plan that is acceptable to the City and that the costs of the Project as a whole do not exceed the established and agreed GMP.
5. **Implementation.** Design Builder and City agree that the Design Builder will provide architectural design and engineering and management of design and construction for all purposes herein.
6. **Cost of Work.** The Project GMP will be established with a final approved design and included by amendment to this Agreement. The GMP is dependent on the approved final design package. The City and the Design Builder agree that the GMP is a key component of this Agreement and shall not be altered unless otherwise allowed herein and in writing executed by the City.
7. **Design Builder's General Responsibilities.**
  - 7.1 The Design Builder shall provide all of the professional services as set forth in this Agreement.
  - 7.2 The Design Builder shall provide all services consistent with the professional skill and care ordinarily provided by Design Builders practicing in the same or similar locality under the same or similar circumstances. The Design Builder shall perform services with such professional skill and care.
  - 7.3 Except with the City's knowledge and consent, the Design Builder shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Design Builders professional judgment with respect to this Project.
  - 7.4 The Design Builder team shall maintain, at its sole cost and expense, the insurance coverages attached hereto as **Exhibit 1**.
  - 7.5 The Design Builder shall provide to the City certificates of insurance evidencing compliance with the insurance requirements listed on Exhibit 1. The certificates will show the City as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies. All policies of insurance shall remain valid throughout the duration of this Project and throughout the one year warranty time period thereafter.
8. **Scope Of Design Builder's "Basic Services".**
  - 8.1 Basic Services include usual architectural and customary structural, mechanical, and electrical engineering services. All Basic Services are included in the GMP.

8.1.1 The Design Builder shall manage all services under this Agreement, consult with the City, research applicable design criteria, attend Project meetings, report progress to the City and attend City meetings, if requested. The goal of the City in engaging the Design Builder is for the Design Builder, as set forth herein, to deliver to the City a City municipal building consistent with a final design and final plan approved by the City and in a condition suitable for full occupancy by the City.

8.1.2 The Design Builder shall coordinate and bid all services as reasonably practical. The Design Builder shall be entitled to rely on the accuracy and completeness of services and information furnished by the City.

8.1.3 As soon as practical after the Effective Date, the Design Builder shall submit to the City a schedule of the Design Builder's services coordinated with an overall Project schedule prepared by the Design Builder. The schedule of the Design Builder's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and defined payment allowances for periods of time.

8.1.4 Once the City and the Design Builder agree to the time limits established by the final Project schedule, the Design Builder shall not exceed them, except for reasonable cause and with notice to the City.

8.1.5 The Design Builder shall not be responsible for a City's directive or substitution, or for the City's acceptance of non-conforming work, made without the Design Builder's approval.

8.1.6 In designing the Project, the Design Builder shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

8.1.7 The Design Builder shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities, if any, having jurisdiction over the Project or any aspect of the Project.

## **8.2 Project Development Phase Services (Basic Services)**

8.2.1 Based on the City's approval of the Final Design and Plan Documents, the Design Builder shall prepare Development Documents for the City's review and approval to establish the GMP. The Development Documents shall be based upon information provided, and shall otherwise illustrate and describe the development of the approved Final Design and Plan Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts or narratives of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

8.2.2 Prior to the conclusion of the Development Phase, the Design Builder shall submit the Development Documents to the City with the GMP for review and approval.

### **8.3 Construction Documents Phase Services (Basic Services)**

8.3.1 Based on the City's approval of the Design Development Documents, the Design Builder shall prepare Construction Documents for the City's review and approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the work.

8.3.2 The Design Builder shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project, including, but not limited to, the City Planning Commission, City ZBA and City Board, to the extent required.

8.3.3 During the development of the Construction Documents, the Design Builder shall prepare (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of any agreements deemed to be necessary; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

8.3.4 Prior to the conclusion of the Construction Documents Phase, the Design Builder shall submit the Construction Documents to the City for final review and approval.

### **8.4 Bidding or Negotiation Phase Services (Basic Services)**

#### **8.4.1 General**

The City shall provide a list of prospective sub-contractors for any and all services relating to the Project that the City wishes to be included in the bidding process.

#### **8.4.2 Competitive Bidding**

8.4.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

8.4.2.2 The Design Builder shall bid the Project by doing the following:

1. facilitate the reproduction or distribution of Bidding Documents to prospective bidders,
2. participate in a pre-bid conference for prospective bidders, and

3. prepare responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

8.4.2.3 The Design Builder shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders, if appropriate.

## **8.5 Construction Phase Services (Basic Services)**

### **8.5.1 General**

8.5.1.1 The Design Builder shall select Contractors as determined to be necessary to complete the Project or portions of the Project. The Design Builder shall, thereafter, provide administration of any such Contracts on behalf of the City.

8.5.1.2 The Design Builder shall advise and consult with the City during the Construction Phase Services. The Design Builder shall have authority to carry out the work consistent with the approved final plan and GMP scope of work to the extent provided in this Agreement.

8.5.1.3 The Design Builder shall prepare a Project construction schedule providing for each scope of Work, including phasing of construction, times for commencement and completion and the occupancy requirements of the City as practically reasonable.

8.5.1.4 The Design Builder shall provide administrative, management and related services to endeavor to coordinate all activities to complete the Project.

8.5.1.5 The Design Builder shall schedule and conduct preconstruction, construction and progress meetings with the City as deemed to be necessary to discuss such matters as procedures, progress and scheduling.

8.5.1.6 Utilizing the Construction Schedule, the Design Builder shall update the Project Construction Schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring lead time and procurement. The Project Construction Schedule shall include the City's occupancy requirements showing portions of the Project having occupancy priority, if any. The Design Builder shall update and reissue the Project Construction Schedule as required to show current conditions. If an update indicates the previously approved Project Construction Schedule may not be met, the Design Builder shall inform the City of proposed actions or adjustments.

8.5.1.7 Consistent with the Bidding Documents, and utilizing information from the Contractors, the Design Builder shall endeavor to coordinate the sequence of the construction.

8.5.1.8 The Design Builder shall maintain cost accounting records on authorized Work performed under unit costs, and additional Work performed or other Work requiring separate accounting records.

8.5.1.9 The Design Builder shall record the progress of the Project with written progress reports to the City including information showing percentages of completion.

### **8.5.2 Evaluations of the Work (Basic Services)**

8.5.2.1 The Design Builder shall visit the Project site at intervals appropriate to the stage of construction to access the progress and quality of the portion of the work completed, and to determine, in general, if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits, the Design Builder shall keep the City reasonably informed about the progress and quality of the portion of the work completed, and report to the City (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the work.

8.5.2.2 The Design Builder has the authority to reject work that does not conform to the Contract Documents. Whenever the Design Builder considers it necessary or advisable, the Design Builder, upon written authorization from the City, shall have the authority to require inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed.

8.5.2.3 The Design Builder shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

8.5.2.4 Interpretations and decisions of the Design Builder shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Design Builder shall endeavor to secure faithful performance by all Contractors, shall not show partiality, and shall not be liable in any way to any person or entity for results of interpretations or decisions rendered in good faith. The Design Builder's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

### **8.5.3 Certificates for Payment to Contractor (Basic Services)**

8.6.3.1 The Design Builder shall prepare, review and certify an application for payment not more frequently than monthly as follows:

1. The Design Builder shall review the Payment Application and Certificate for Payment, and shall certify the amount due and shall issue a certificate for payment to the City in such amount.

8.5.3.2 The Design Builder's Certification for Payment shall constitute a representation to the City, based on (1) the Design Builder's evaluation of the work, (2) the data comprising the Application for Payment that, to the best of the Design Builder's knowledge, information and belief, the work has progressed to the point indicated and that the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the work for conformance with the Contract Documents, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Design Builder. In all cases, the City shall have 30 days to make any payment presented to it.

8.5.3.3 The issuance of a Certificate for Payment shall not be a representation that the Design Builder has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data to substantiate the right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. All payments required to be made by the City shall be consistent with the Project and otherwise within the GMP.

8.5.3.4 The Design Builder shall maintain a record of the applications and certificates for payment.

#### **8.5.4 Submittals (Basic Services)**

8.5.4.1 The Design Builder shall routinely review the Project submittal schedule and shall not unreasonably delay or withhold approvals to maintain the schedule.

8.5.4.2 If the Contract Documents specifically require certifications by a design professional related to systems, materials or equipment, the Design Builder shall specify the appropriate performance and design criteria that such services must satisfy. The Design Builder shall review shop drawings and other submittals related to the work designed or certified by the design professionals that bear such professional's seal and signature when submitted to the Design Builder. The Design Builder shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals or the City.

#### **8.5.5 Changes in the Work (Basic Services)**

8.5.5.1 The Design Builder shall review and sign, or take other appropriate action, on Change Orders and shall advise the City accordingly.

8.5.5.2 The Design Builder may authorize minor changes in the work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the GMP or an extension of the schedule. Such changes shall be effected by written order issued by the Design Builder with a copy made available to the City.

8.5.5.3 The Design Builder shall maintain records relative to any and all changes in the Project work.

#### **8.5.6 Project Completion (Basic Services)**

8.5.6.1 The Design Builder shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive and review written warranties and related documents required by the Contract Documents; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the building contractors, issue a final Certificate for Payment based upon a final inspection indicating the work complies with the requirements of the Contract Documents.

8.5.6.2 The Design Builder's inspections shall be conducted with the City, and/or the City's designees, to check conformance of the work with the requirements of the Contract Documents and to verify the accuracy and completeness of the work list.

8.5.6.3 When the work is found to be Substantially Complete by the Design Builder, the Design Builder shall inform the City about the balance of the payments required under the GMP, including the amount to be retained from said payments, if any, for final completion or correction of the work.

8.5.6.4 Upon request of the City, and prior to the expiration of one year from the date of the City's final payment to the Contractor, the Design Builder shall, without additional compensation, conduct a meeting with the City to review the facility operations and performance.

### **9. City's Responsibilities**

9.1 The City shall provide available information to the Design Builder in a timely manner regarding requirements for and limitations on the Project.

9.2 The City shall render decisions and approve the Design Builder's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Design Builder's services under this Agreement.

9.3 The City, upon request, shall furnish a site survey to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed



restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

9.4 To the extent necessary and otherwise within the GMP, the City, upon a request by the Design Builder, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. All such services shall be coordinated between the Design Builder and the City.

9.5 The City, to the extent necessary, shall coordinate the services of its own consultants, if any, with those services provided by the Design Builder. Upon the Design Builder's request, the City shall furnish copies of the scope of services in the contracts between the City and the City's consultants. The City shall furnish the services of consultants other than those designated in this Agreement, or authorize the Design Builder to furnish them as an Additional Service, when the Design Builder requests such services and demonstrates that they are reasonably required by the scope of the Project. The City shall require that its consultants, if any, maintain professional liability insurance and other liability insurance as appropriate to the services provided.

9.6 The City shall furnish, at its own expense, all legal and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the City's needs and interests.

9.7 The City shall provide prompt written notice to the Design Builder if the City becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in any aspect of the work.

9.8 The City shall provide the Design Builder access to the Project site prior to commencement of the work.

## **10. Copyrights And Licenses**

10.1 The Design Builder and the City warrant that in transmitting information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the City and Design Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

10.2 The Design Builder and the Design Builder's consultants shall be deemed the authors and owner of their respective information, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of information to meet official regulatory requirements or for similar purposes in connection

with the Project is not to be construed as publication in derogation of the reserved rights of the Design Builder and the Design Builder's consultants.

10.3 Upon execution of this Agreement, the Design Builder grants to the City a nonexclusive license to use the information solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The license granted under this section permits the City to reproduce applicable portions of the Design Builder's information solely and exclusively for use in performing services or construction for the Project. If the Design Builder rightfully terminates this Agreement for cause, the license granted herein shall terminate.

10.4 Except for the licenses described, no other license or right shall be deemed granted or implied under this Agreement.

## **11. Claims And Disputes**

### **11.1 General**

11.1.1 The City and Design Builder shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the work.

11.1.2 To the extent damages are covered by property insurance, the City and Design Builder waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The City or the Design Builder, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

11.1.3 The Design Builder shall indemnify and hold the City and the City's officers, elected officials, appointed officials, boards, committees and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Design Builder, its employees and its consultants in the performance of professional services under this Agreement. The Design Builder's duty to indemnify the City under this provision shall be limited to the available proceeds of insurance coverage.

### **11.2 Mediation**

11.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding "dispute resolution". If such matter relates to or is the subject of a lien

arising out of the Design Builder's services, the Design Builder may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

11.2.2 The City and Design Builder shall endeavor to resolve claims, disputes and other matters in question between them by mediation with the following mediator:

Peter M. Ruggirello Ruggirello Velardo Novara & Ver Beek PC 10 S. Main St., Suite 100 Mt. Clemens, MI 48043
--

11.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

11.2.4 If the parties do not resolve a dispute through mediation, the method of binding "dispute resolution" shall be litigation in a court of competent jurisdiction.

## **12. Miscellaneous Provisions**

12.1 This Agreement shall be governed by the law of the place where the Project is located, St. Clair County, Michigan.

12.2 The City and Design Builder, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the City nor the Design Builder shall assign this Agreement without the written consent of the other, except that the City may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the City's rights and obligations under this Agreement.

12.3 If the City requests the Design Builder to execute certificates, the proposed language of such certificates shall be submitted to the Design Builder for review at least 14 days prior to the requested dates of execution. If the City requests the Design Builder to execute consents reasonably required to facilitate assignment to a lender, the Design Builder shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Design Builder for review at least 14 days prior to execution. The Design Builder shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

12.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or Design Builder.

12.5 Unless otherwise required in this Agreement, the Design Builder shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, including but not limited to asbestos containing materials.

12.6 The Design Builder shall have the right to include photographic or artistic representations of the design of the Project among the Design Builder's promotional and professional materials. The Design Builder shall be given reasonable access to the completed Project to make such representations. However, the Design Builder's materials shall not include the City's confidential or proprietary information if the City has previously advised the Design Builder in writing of the specific information considered by the City to be confidential or proprietary. The City shall provide professional credit for the Design Builder in the City's promotional materials for the Project.

12.7 If the Design Builder or City receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

12.8 Exhibit 3 clarifies items included and excluded in the Project scope.

### **13. Additional Services (Services not included in Basic Services)**

13.1 "Additional Services" are those services, if any, not included in Basic Services but may be required for the Project. The Design Builder shall provide Additional Services only if requested by and with written agreement by the City.

### **14. GMP (Guaranteed Maximum Price)**

14.1 For purposes of this Agreement, the GMP shall be the total cost to the City to design, implement and construct all elements of the Project designed or specified by the Design Builder as defined in the approved final design package and shall include all costs, overhead and profit. The GMP includes the compensation of the Design Builder. The GMP does not include the costs of the land, rights-of-way, financing, contingencies for changes in the work or other costs that are the responsibility of the City as set forth herein.

14.2 The City shall require the Design Builder to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in all final estimates of the GMP.

14.3 If the GMP at the conclusion of the Development Phase exceeds the City's budget desires, the City shall:

1. increase the budget to accept the proposed GMP;

2. in consultation with the Design Builder, revise the Project program, scope, or quality as required to reduce the GMP; or
3. implement any other mutually acceptable alternative.

14.4 If the City chooses to proceed, the Design Builder, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the City's GMP at the conclusion of the Design Development Phase Services, or the budget as adjusted.

14.5 If modifications are necessary as set forth above, the Design Builder shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the City's budget for the GMP, except when the excess is due to changes initiated by the Design Builder in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

**15. Compensation and Progress Payments**

15.1 Compensation and Progress Payments under this Agreement shall be in accordance with **Exhibit 2**, incorporated by reference in full herein.

This Agreement is entered into as of the day and year first written above.

**CITY OF MARINE CITY  
(CITY)**

**PARTNERS IN ARCHITECTURE –  
DESIGN BUILD, LLC  
(DESIGN BUILDER)**

By: \_\_\_\_\_  
Elaine Leven  
Its: City Manager

By: \_\_\_\_\_  
David Gassen  
Its: Principal

**EXHIBIT 1**

**DESIGN BUILDER INSURANCE COVERAGES FOR PROJECT**

**EXHIBIT 2**

**COMPENSATION AND PROGRESS PAYMENTS**

	<b><u>DATE/EVENT</u></b>	<b><u>APPROXIMATE EARNED AMOUNT(S)</u></b>	<b><u>PARTNERS IN ARCHITECTURE DESIGN-BUILD LLC</u></b>
1	January 16 – City Commission approval of contract		
2	January 30 – Preliminary project development document issued to City for review and input	\$7,500	
3	February 13 – Project development package including GMP presented to City for approval	\$7,500	
4	March 5 – Construction documents completed and reviewed with City Demolition/selective construction begins	8%*	
5	March 19 – Final sub-trade bidding and negotiation	2%*	
6	June 26 – Construction substantially complete	3 equal payments at 30%*	

Payment requests will generally be presented to the City in 2 parts: 1) on or about the 25<sup>th</sup> of each month in draft form for a review with City Administration; and 2) on or about the 1<sup>st</sup> of each month for processing and payment. Payments shall be made within 30 days of request.

It is anticipated that 5 payment requests will be issued for this Project starting in February 2020 and based on a percentage of work completed to date.

\*Percentage amounts will be based upon agreed GMP following approved final design of plan.

**EXHIBIT 3**

**CONCEPT PLANS DATED OCTOBER 17, 2019**



**EXHIBIT 4**

**INCLUSION/EXCLUSION TABLE**

### Marine City- New City Hall Renovation GMP

Gross Building area 6544 Sq. Ft.

August 26, 2020

	Quantity	Cost	
Site		\$	143,000.00
Interior Renovations		\$	189,000.00
Exterior Improvements		\$	37,000.00
Mechanical, Electrical, Plumbing		\$	210,000.00
Permits and Testing Allowance(\$10,000)		\$	25,000.00
Structural Modification Allowance		\$	5,000.00
Construction Contingency	5%	\$	31,000.00
<b>Construction Subtotal Cost</b>		<b>\$</b>	<b>640,000.00</b>
Construction Gen. Conditions	15%	\$	96,000.00
Builder's Profit & Overhead	5.0%	\$	37,000.00
<b>Project Construction Cost Estimate</b>		<b>\$</b>	<b>773,000.00</b>
Architectural / Engineering Fees	7.75%	\$	60,000.00
<b>Total Probable Project Cost Estimate</b>		<b>\$</b>	<b>833,000.00</b>

\*Not including furnishings, appliances, or technology/network/phones.

\*GMP assumes suitable soils for repaving parking area. Additional cost for undercuts may be necessary if encountered.

\*Any additional savings produced through substitutions and or Value-engineering will be credited to the Contingency.

\* Un-used Allowances and Contingency will be credited 70% to City, 30% to Design-Builder.

<b>Marine City- New City Hall</b>		
Gross Building area 6544 Sq. Ft.		
	Quantity	Estimated Cost
Site Allowance		\$89,000
Interior Renovations		\$245,000
Exterior Improvements		\$34,000
Mechanical, Electrical, Plumbing		\$80,000
<b>Construction Subtotal Cost</b>		<b>\$448,000</b>
Construction Gen. Conditions	10%	\$45,000
Contractors OH&P	5%	\$23,000
Estimating Contingency	10%	\$45,000
<b>Project Construction Cost Estimate</b>		<b>\$561,000</b>
Construction Contingency (Recommended 5-10% (5% Shown))	5%	\$29,000
Professional Fees-Legal/Arch./Eng/Testing	8%	\$45,000
Other Owner Soft Cost	1%	\$5,000
<b>Total Probable Project Cost Estimate</b>		<b>\$640,000</b>

# Construction Contracts: What Are General Conditions?

Here's what you should know about these behind-the-scenes costs and why your contractor bills for them

*June 29, 2016*

[Anne Higuera, Houzz](#)

Most people think payment to a general contractor for a remodeling project is broken down into four main categories: materials, installation labor, subcontractors and markup. But there's a fifth category that may not immediately come to mind: general conditions.

General conditions are the costs incurred during a project that generally don't involve swinging a hammer or installing something permanently in your home. Some contractors list some or all of the general conditions costs as line items, while others cover some or all in their markup. With a bid that is a bottom-line number, these costs are usually not visible. Here's what you need to know.

When a general contractor estimates the cost of a project, the goal is to capture all the costs of building — from preconstruction pricing to the cleaning service that washes the windows at the end. Most will charge directly for all costs directly attributable to the project, and then charge a markup to cover the overhead costs that are a result of general business operations not related to a specific project.

What specifically are general conditions? They fall roughly into three categories: site management, material handling and project management.

[Tired of Tile? Try Adding an Area Rug](#)

## **Site Management**

Site management includes all of the tasks that have to do with property protection and utilities. If temporary utilities are required — a temporary power pole or a temporary water source — expect that to be included here. A portable toilet for worker use is usually in this category as well. There may also be temporary storage or an office, depending on how much room there is to stage materials, and if there is dry space to work in so that plans can be consulted in a place out of the weather.

Site management may also include items like erosion control measures and permits required by a local jurisdiction if roads need to be temporarily blocked by vehicles and equipment, like concrete pumps and trucks. The costs may be a combination of labor costs and permit fees, depending on what is required. Flagging for traffic could also be included.

There's also daily and final cleanup. On a large jobsite, it may take one to two hours or even more daily to make sure the jobsite is tidy and safe inside and out. It's almost always more efficient to install materials and drop the scraps and packaging than picking them up as you go, so this means daily cleanup is a must. Contractors also usually count on final cleanup costs: A professional cleaning crew dusts everything, cleans out newly installed cabinets and ductwork, and cleans the windows.

If a temporary heating source, scaffolding or other specialty rental equipment is required, you might see those costs covered in general conditions as well.

Finally, general property protection falls into this category. If the construction site needs to be isolated from nearby sidewalks or rights of way, temporary fencing may be needed. Nailing up plywood on open doorways to prevent entry may be necessary too.

Once the finish materials — flooring, tile, cabinets and doors — are installed, they are usually covered with materials like Ram Board, rosin paper and other protective coverings to prevent damage. Site protection can also include covering materials between the time they are delivered and the time they are installed.

### **Material Handling**

Material handling is the labor required to deliver and move materials around the jobsite. Often materials are delivered with a flat fee from a supplier, but when the truck arrives with the materials, the driver does not unload, or unloads in a location far away from where the materials need to be staged. That means staff onsite must spend time moving those materials where they need to go. This can include framing materials, millwork, cabinetry and windows. There are also one-off material needs that require a trip to a supplier, or can be met less expensively than paying the supplier's delivery fee.

### **Project Management**

The third piece of general conditions costs is project management. Depending on the size of a project, management can happen in a few hours each week or require more than 40 hours a week. Some companies include just direct onsite management in this category, while others include in-office work done supervising the project.

Project management can include preconstruction pricing; establishing scopes of work and meeting with subcontractors; creating mock-ups or ordering materials to show options; holding onsite meetings with the owners, the architect and other designers; and meeting inspectors to have work signed off on. It also usually involves creating material take-offs, ordering and scheduling delivery of materials, scheduling and assigning tasks to staff, helping troubleshoot subcontractors' work and overseeing jobsite safety. Project managers also keep track of change orders, write agendas for meetings and communicate with clients and architects.

General conditions can account for 10 percent or more of the project cost, depending on the logistics, access and complexity of the project, so they are a significant factor in a project's

budget. Understanding how much of the budget goes to general conditions and which items are covered will give homeowners a good indication of how the project will generally be run in terms of security, cleanliness and oversight.

- Put a question on the November ballot

No action taken by the Board.

#### Contract for Renovations to 260 South Parker Street

A Design, Build and Construction Services Agreement between the City of Marine City and the firm Partner's in Architecture-Design Build LLC with final language was presented to the Board for the renovation of 260 South Parker Street.

David Gassen, representative for Partner's in Architecture-Design Build LLC, said that he and his staff would work with City staff through the end of January to develop a preliminary project development document and they would have a project development package, including a guaranteed maximum price, by February 13<sup>th</sup> to the City for approval.

Motion by Commissioner Vercammen, seconded by Commissioner Bryson, to accept the preliminary Design, Build and Construction Services Agreement between the City of Marine City and Partner's in Architecture-Design Build LLC. **Roll Call Vote.** Ayes: Vandenbossche, Bryson, Hendrick, Kellehan, Klaassen, Vercammen. Nays: None. Motion Carried.

### **NEW BUSINESS**

#### Paving/Infrastructure Engineering Plans Proposal

A proposal was received from Wade Trim for engineering services for improvements to Bell Street and West St. Clair Streets for the water main project.

Motion by Commissioner Bryson, seconded by Commissioner Kellehan, to approve the proposal from Wade Trim for engineering services, not to exceed \$31,500.

Roll Call Vote.

Ayes: Vandenbossche, Bryson, Hendrick, Kellehan, Klaassen, Vercammen

Nays: None

Motion Carried.

#### Lawn Care Maintenance of City Properties

City Manager Leven stated that for the past several years, the Board had discussed contracting out lawn care maintenance of City properties to free up resources of part-time employees to help with other jobs in the City. She explained that the bid document outlined specific areas that needed to be mowed and included maps.

## FINANCIAL BUSINESS

### Disbursements

Motion by Commissioner Hendrick, seconded by Commissioner Kellehan, to approve total disbursements including payroll, in the amount of \$283,579.95. **Roll Call Vote.** Ayes: Vandenbossche, Bryson, Hendrick, Kellehan, Klaassen, Merchant, Vercammen. Nays: None. Motion Carried.

## UNFINISHED BUSINESS

### 260 South Parker Street – Final Plan Approval

David Gassen, Azher Matty, and Brian Hinz of Partner's in Architecture, presented two plans (A & B) explained what had to be structurally done to the building to transition it into City Hall. He compared the plans and stated that Plan A was the original plan that they felt would maximize the space most effectively, and Plan B included modifications in the floor plan and plumbing that would result in a cost savings.

After Mr. Gassen's presentation and discussion, the Board elected to go with Plan B with the addition of removing the showers in the meeting room restrooms, and moving the front counter forward.

Mr. Gassen announced the updated schedule:

- March 26: City to receive Guarantee Maximum Price
- April 2: Renovations begin
- April 19: Site Plan/Planning Commission
- July 14: Project completion

Motion by Commissioner Bryson, seconded by Commissioner Vercammen, to accept Plan B, with the addition of removing the showers in the meeting room restrooms and relocating the main counter. **Roll Call Vote.** Ayes: Vandenbossche, Bryson, Hendrick, Kellehan, Klaassen, Merchant, Vercammen. Nays: None. Motion Carried.

### Topographic Survey for 260 South Parker Street

City Manager Leven stated that although three quotes were received for the topography survey, Wade Trim had indicated on their quote that the survey would not be certified. She recommended that the Board approve the quote from Project Control Engineering because they would be the partnering engineering firm for the project.





**CITY OF  
MARINE CITY**  
DEPARTMENT OF PUBLIC WORKS

303 S. Water Street  
MARINE CITY, MICHIGAN 48039  
(810) 765-9711 • Fax (810) 765-1796

TO: Elaine Leven – City Manager  
FROM: Michael Itrich – DPW Superintendent  
DATE: August 20, 2020  
SUBJECT: Pelican Street Sweeper

Elaine,

August 20, 2020, I spoke with Bob Bieth, the superintendent of the St. Clair DPW about sharing their Pelican Street Sweeper. Our sweeper has been out of commission since the end of July with a broken broom arm. After discussing our individual needs for a sweeper, we were unable to create a schedule that would accommodate us both. The sweeper is used for routine care of the streets but is also utilized for cleanups from events like stone spillage and water main breaks. In addition, both cities will be dealing with “leaf season” soon. Aside from the scheduling conflicts, our DPW offices are approximately 8 miles apart which would be too far to drive the sweeper. Joe Ballor Towing gave an estimate of \$345 per haul (one way).

After speaking with Bob, I spoke with Shawn Eagle, the superintendent of the Port Huron DPW. They are retiring their pelican vacuum street sweeper and will be going out for bids soon. According to Shawn, their vacuum sweeper works well on new streets. It does not however, work well on the city streets that have any wear. They will be going back to a mechanical sweeper.

I have reached out to Dan Bell from Bell Equipment for quotes on new and used sweepers as well as rentals. With “leaf season” coming up the availability of used sweepers is slim due to them being rented out for the season. I have attached the quotes.

I have also reached out to Corey Pandrutt from MTech about used machines or rentals which they do not have. He provided a quote for a new sweeper which is attached.

At this time, I am recommending our sweeper be repaired by splitting the cost between the local and major street funds. This issue should be revisited after sweeping season is over, allowing us ample time to make the most cost effective decision.

Respectfully,

Michael Itrich  
DPW Superintendent



8/20/20

Mike Itrich  
City of Marine City DPW

Dear Mike

Please review the proposal for (1) New Elgin Pelican Street Sweeper. The following pricing is derived from our State of Michigan MI-Deal Contract, Contract #071B7700091.

• 2019 Elgin Pelican with dual side brooms and dual steering	\$204,250.00
• All manuals for sweeper and engine	\$285.00
• Midwest Auto-Lube System	\$6,405.00
• Painted white or silver	Included
• Hydraulic temperature and level shutdown	\$365.00
• Rear camera with color monitor	Included
• Rear LED light-stick	\$1,670.00
• LED clearance lights	\$270.00
• Dual rear strobes with guards	\$1,715.00
• Blue curved strip style main broom	\$920.00
• Lower roller deflector	\$510.00
• Conveyor cleanout	\$515.00
• (2) LED work lights	\$610.00
• LED stop/tail/turn lights	\$370.00
• Conveyor stall alarm	\$735.00
• LED backup lights	\$800.00
• Red swoosh package	Included
• A/C package	Included
• Rear backup camera with color monitor	Included
• Radio/Bluetooth/MP3 player	\$600.00
• Standard weight adjustable seats	Included
• Heavy duty limb guards	\$2,305.00
• Dual cab-controlled side broom tilt	\$3,890.00
• Triangle and flare kit (3)	\$90.00



• Engine pre-cleaner	\$440.00
• Battery disconnect switch	\$195.00
• Magnetic drain plug	\$170.00
• 2 ½ LB. fire extinguisher	\$225.00
• <b>LIST PRICE</b>	<b>\$227,335.00</b>
• <b>LESS 3% MI-DEAL DISCOUNT</b>	<b>-\$6,820.00</b>
• <b>PURCHASE PRICE AFTER DISCOUNT</b>	<b>\$220,514.00</b>
• <b>Less Trade in Allowance for Marine City Pelican</b>	<b>(\$10,000.00)</b>
• <b>TOTAL DELIVERD PRICE</b>	<b>\$210,514.00</b>

- **New Elgin Pelican with Single Right Broom and Steer available for \$209,870.00 LESS TRADE.**

Notes

- PLEASE SEE PAGE 3 FOR LIST OF AVAILABLE STOCK SWEEPERS AND PAYMENT OPTIONS

Any of the above options can be removed at your request in the interest of reducing the upfront cost. However, I built the specification primarily around what most cities include on their Elgin Pelican.

If you have any questions concerning this proposal, please call or email me.

Thank you for the opportunity and for your interest in the Elgin product and Bell Equipment Company.

Yours truly,

Dan Bell  
Vice President  
Bell Equipment Company



- **LOR 67** – 2018 STOCK/RENTAL PELICAN: Approx 3,000 MILES AND 1,000 HOURS.  
**PRICE \$185,000**
- **LOR 90** – 2017 STOCK/RENTAL PELICAN: Need to get updated Miles and Hours:  
**PRICE \$170,000**
- **LOR 64** – 2015 STOCK/RENTAL PELICAN 35,000 MILES AND 4,500 HOURS  
**PRICE \$159,000**
- **LOR 65** – 2015 STOCK/RENTAL PELICAN: 34,000 MILES AND 4,400 HOURS  
**PRICE \$159,000**
- **LOR 66** – 2015 STOCK/RENTAL PELICAN: 33,000 MILES AND 4,000 HOURS  
**PRICE \$159,000**

\*\*BELL EQUIPMENT WILL OFFER A 6 MONTH RENT TO PURCHASE PROGRAM ON ANY OF THE ABOVE SWEEPERS. THE CITY WILL PAY \$9,000 PER MONTH AND BELL EQUIPMENT WILL APPLY 100% OF THE RENTAL PAID TOWARDS THE PURCHASE OF THE SWEEPER. THE CITY CAN PAY OFF THE BALANCE AT ANY TIME DURING THE 6 MONTH RENTAL PERIOD OR TURN THE SWEEPER BACK IN\*\* THE RENTAL APPLIED DOES NOT CARRY OVER TO THE NEXT YEAR.



**David R. Penoff**  
**ENVIRONMENTAL SERVICES DIVISION**  
**317-328-1166 Office**  
**317-500-0190 Cell**  
**888-200-6313 Fax**

TO: Dan Bell - Bell Equipment Company  
FROM: David Penoff - Vice President/Sales Representative  
DATE: 8/20/20  
RE: Tax-Exempt Leasing Quotation **Marine City (MI)**

---

EQUIPMENT: New Elgin Pelican Street Sweeper  
EQUIPMENT COST: \$210,514.00  
COMMENCEMENT: To Be Determined  
STRUCTURE: Municipal Lease Purchase  
END OF TERM PURCHASE: \$1.00  
DOCUMENTATION FEE: None  
PAYMENT FREQUENCY: Annual

**First Payment Due Thirty (30) Days after Lease Commencement**

Term	Three (3) Years	Five (5) Years	Seven (7) Years
Payments	3 @ \$72,765.00	5 @ \$45,382.00	7 @ \$33,640.00
Interest Rate	3.39%	3.67%	3.73%

**First Payment Due One (1) Year after Lease Commencement**

Term	Three (3) Years	Five (5) Years	Seven (7) Years
Payments	3 @ \$74,982.00	5 @ \$46,850.00	7 @ \$34,725.00
Interest Rate	3.39%	3.67%	3.73%

The above rates and payments will be valid for leases funded within thirty (30) days of the date of this quotation and are subject to credit approval.

Thank you for the opportunity to provide this information. If you have any questions, please feel free to contact David Penoff 317-500-0190 ([dpenoff@tcfbank.com](mailto:dpenoff@tcfbank.com)) or Wendy Wilson 317-328-1163 ([wwilson@tcfbank.com](mailto:wwilson@tcfbank.com)).



## PREMIUM NEW EQUIPMENT

78 Northpointe Drive, Lake Orion, MI 48359

PH: 248.370.0000 | BELLEQUIP.COM

Jimmy Bell : 248-370-0000 | jbell@bellequip.com



### LOR 67 2018 Elgin Pelican Dual Street Sweeper sn#NP41500

- ▶ SWEEPING PATH: One side broom 8 ft (2438 mm) Two side brooms 10 ft (3048 mm)
- ▶ HOPPER CAPACITY: Volumetric Capacity: 3.5 cu yds (2.7 cu m)
- ▶ HOPPER DUMPING: Maximum dump height: 9 ft 6 in (2895 mm)
- ▶ TRAVEL SPEED: 20 mph (32 Km/h)
- ▶ WATER SPRAY SYSTEM: Tank capacity: 220 gal. (833 L)
- ▶ ENGINE: John Deere 4045T Horsepower 74 hp  
(55 kW) @ 2,400 RPM Tier 4F low emission diesel \*Tier 3 model dependant
- ▶ Market leader offering 360 degrees of operator visibility
- ▶ Rear steer for outstanding maneuverability
- ▶ Front mounted, variable high dump 3.6 yd<sup>3</sup> (2.8 m<sup>3</sup>) hopper
- ▶ Elgin exclusive chevron conveyor belt



**CALL FOR PRICE**

# QUOTATION: M3 MECHANICAL SWEEPER

DATE: 8/25/20

CUSTOMER: Marine City, MI

TERMS: 30 Days Net

DEALER: MTech Company

FREIGHT: Included

QUOTE NO.: OPEN CONTRACT

CONTRACT: Sourcewell Contract 122017-GEP

## GLOBAL M3 STANDARD EQUIPMENT

High Visibility Cab (Glass Entry Door included)	5.6 cu yd Hopper (Volumetric)
69 dBA In-Cab Noise Level	Hopper Dump Alarm
Dust & Weather Sealed Cab	47" dia Gutter Brooms
Multi-Adjustable Suspension Seat	In-Cab Gutter Broom Pressure Adjustment
Tilt & Telescoping Steering Wheel	Tuf-Grip Disposable Gutter Broom Segments
Tinted Safety Windows & Windshield	32" x 56.5" Tube Type Pickup Broom
Left & Right Dual West Coast Mirrors	58" Wide Squeegee Type Elevator
Windshield Wiper/Washer	Cab Controlled Elevator Leafgate System
Ergonomic Go Pedal	LED Gutter Broom Spotlights
Coolant Temp, Oil Pressure & Voltmeter Gauges	Sealed Beam Headlights
Coolant, Eng Oil Pressure & Low Hyd Oil Warning Lights	Stop/Tail Lights, Clearance Lights
Speedometer, Tachometer & Hourmeter	Two 18 gal Hydraulic Oil Tanks
Fuel Level Gauge	Hydraulic Manifolds in LH Fender
220 gal Polyethylene Water Tank	12.5' Turning Radius with Front Suspension
15' Hydrant Hose with Coupling & Wrench	120 amp Heavy-Duty Alternator
Gutter Broom Water Spray Jets	All Sheet Metal Surfaces Primer Powder Coated
Pickup Broom Water Spray Jets	Sheet Metal Surfaces Powder Coated
Low Water Level Light in Cab	Fender Mounted Tool Box
Front Spray Bar	Isolated Elevator System (Elevator Suspension)
Buddy Seat	Front & Rear Tie Downs with Tow Hooks
Dual Front Tires with Front Suspension	1 Sweeper Service Manual in English
Electrical Systems Locker	1 Sweeper Parts Manual in English
Engine Grid Heater	1 Ea. Engine/Sweeper Operator Manual in English
Manual Safety Props	Ergo Switch Standard
PM10 High Quality PUB (Pick Up Broom)	Rear View Camera Standard

QTY	Description	List Price	Contract Price	Comments
1	<b>GLOBAL M3 SWEEPER, Cummins Tier 4 Final, 130 HP QSF 3.8L, High Dump, Hydrostatic Drive, Dual Gutter Broom, A/C, Standard ERGO Sweeping Controls, In - Cab Leaf Gate...</b>	<b>\$208,641</b>	<b>\$198,209</b>	Warranties: 1 Year Overall P&L, 2 Years Engine P&L, 1000 Hour Dirt Shoes, 2000 Hour Sprockets

\*\*\* Powder Coated Paint - White W/ Gray Frame \*\*\*

### AVAILABLE OPTIONS:

QTY	PT NO.	Description	List Price	Contract Price	Comments
	K323148	Elevator Flusher	\$1,044	\$994	
1	K323150	Elevator & Hopper Flusher	\$1,173	\$1,117	SELECTED
1	K323466	Elevator Ass'y 2-pc bottom 11 squeegee	\$3,119	\$2,970	SELECTED
1	K323753	GB Speed Control	\$1,244	\$1,185	SELECTED
1	K247011	Dual GB Tilt	\$4,778	\$4,550	SELECTED
	K247013	GB Tilt, Left Single	\$2,389	\$2,275	
	K247012	GB Tilt, Right Single	\$2,389	\$2,275	
1	K247077	Hopper Access Door	\$2,946	\$2,806	SELECTED
	K310154	Hopper Coating	\$5,006	\$4,768	
	K323495-SS	Stainless Steel Hopper	\$12,873	\$12,260	

Delivery: 90-120 Days ARO

Base Total:	\$198,209
Options Total:	\$38,251
<b>Total Net:</b>	<b>\$236,460</b>

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

All prices include freight. All prices are valid for 30 days.

Payment is strictly 30 days net. Late payment penalty 1% per month or part thereof.

Form GS-47.doc Rev: C 02/25/2013

5405 Industrial Parkway  
San Bernardino, CA 92407  
Tel : 1 (909) 713-1600  
Fax : 1 (909) 713-1613

www.globalsweeper.com



**QUOTATION: M3 MECHANICAL SWEEPER**

DATE: 8/25/20

CUSTOMER: Marine City, MI

TERMS: 30 Days Net

DEALER: MTech Company

FREIGHT: Included

QUOTE NO.: OPEN CONTRACT

CONTRACT: Sourcewell Contract 122017-GEP

**AVAILABLE OPTIONS (continued):**

QTY	PT NO.	Description	List Price	Contract Price	Comments
1	M3JHE2FS	Comfort Glide Rear Suspension	\$7,137	\$6,797	SELECTED
1	M3JHE3	Triple Pump Option	\$3,376	\$3,215	SELECTED
1	K325256	AM/FM Radio w/ CD	\$515	\$490	SELECTED
1	K901325	Aux Power Plug Adaptor Port	\$114	\$109	SELECTED
1	K318806	Seat, High Back, Air	\$1,058	\$1,008	SELECTED
	K247172	Heated & Remote Controlled Mirrors with Heavy Duty Brackets	\$1,717	\$1,635	
1	K324458	L.E.D. Stop/Tail/Clearance/Marker Lights	\$858	\$817	SELECTED
1	K325221	Arrowstick (LED)	\$1,717	\$1,635	SELECTED
1	K325514	Limb Guard (Cab Beacon/Strobe)	\$272	\$259	SELECTED
1	K302224	Fire Extinguisher	\$286	\$272	SELECTED
	K324815	Daytime Running Lights	\$214	\$204	
	FBO11122	Additional Front Broom - Joystick Controlled	\$30,279	\$28,837	
1	NPN	Hopper Raise/Lower - Rear Fender Upgrade	\$263	\$250	SELECTED
	328100	Automatic Safety Props	\$3,794	\$3,613	
1	247724	High Speed Hopper Lift/Dump	\$1,969	\$1,875	SELECTED
	302193	GB Plate - Bolt On	\$295	\$281	
	329557	PUB - Strip Broom 18 Piece	\$512	\$488	
1	326844	Cab Strobe (LED)	\$512	\$488	SELECTED
1	247632	Rear Flashing (LED) Strobes (mounted in hyd. Towers)(Qty. 2)	\$512	\$488	SELECTED
1	324158	Front Flood Lights Dual (LED)	\$446	\$425	SELECTED
1	316607	Rear Flood Lights Dual (LED)	\$473	\$450	SELECTED
	248537	Autolube - Full System M3	\$6,235	\$5,938	
1	329822	Remote Grease Block - 9 positions	\$1,575	\$1,500	SELECTED
	316609	In-Cab Water Tank Gauge	\$460	\$438	
1	326517	Battery Master Shutoff	\$276	\$263	SELECTED
1	326566	Additional Rear Dock Bumpers	\$329	\$313	SELECTED
1	320886	Extended Dock Bumpers (Qty. 2)	\$460	\$438	SELECTED
	329514	Spare Wheel/Tire - Front M3	\$1,300	\$1,238	
	329515	Spare Wheel/Tire - Rear M3	\$1,575	\$1,500	
	324818	Hopper Emergency Lift w/Pump	\$1,181	\$1,125	
	329125	Hopper Vibrator	\$1,181	\$1,125	
	329516	Complete Set of Filters M3	\$656	\$625	
1	323410	Precleaner, Centri Model EX-40	\$368	\$350	SELECTED
1	NPN	Hopper Load Leveling Device	\$3,833	\$3,650	SELECTED
	318717	Air Restriction Ind-In Cab (unpublished option)	\$540	\$513	
1	330133	LED Headlights Upgrade (unpublished option)	\$558	\$531	SELECTED

Delivery: 90-120 Days ARO

Base Total:	\$198,209
Options Total:	\$38,251
<b>Total Net:</b>	<b>\$236,460</b>

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

All prices include freight. All prices are valid for 30 days.

Payment is strictly 30 days net. Late payment penalty 1% per month or part thereof.

Form GS-47.doc Rev: C 02/25/2013

5405 Industrial Parkway  
 San Bernardino, CA 92407  
 Tel : 1 (909) 713-1600  
 Fax : 1 (909) 713-1613

www.globalsweeper.com





\* Note: From August 6<sup>th</sup> Meeting



**CITY OF  
MARINE CITY**  
DEPARTMENT OF PUBLIC WORKS

303 S. Water Street  
MARINE CITY, MICHIGAN 48039  
(810) 765-9711 • Fax (810) 765-1796

TO: Elaine Leven  
FROM: Michael Itrich  
DATE: July 29, 2020  
SUBJECT: 2000 Pelican Sweeper

Elaine,

The 2000 Pelican Sweeper's main broom arm has broken. This is the arm that lifts and lowers the main broom of the sweeper. Due to this break, we are unable to sweep the streets. Street sweeping is necessary as it keeps debris out of the catch basins and keeps the drains open for rain events. We average approximately 300 yards of material a year that is picked up off the streets including the material during fall or "leaf season." Because of the location of the break on the broom arm, we are unable to repair the sweeper ourselves and will need to send it to Bell Equipment in Lake Orion. The estimated cost to repair the sweeper is \$6,750.00. Please see the attached estimate from Bell Equipment.

Over the last several months we have made many repairs to the sweeper. The most recent was a broken roller for the conveyor system. The breaking of the roller caused three bearings and the conveyor belt to also break. The cost of these repairs was \$1795.68. The sweeper runs, weather permitting, from April until November. Since sweeping started in April, we have spent \$3500.00 in repairs and over 60 labor hours (labor not included in \$3500.00). As the sweeper is already 20 years old, I would recommend that we repair the sweeper but look into other more cost efficient options for the future. Options to consider would be leasing or buying a used sweeper. Please contact me with any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael Itrich", written over a white background.

Michael Itrich

DPW Superintendent



Michigan Office:  
78 Northpointe Drive  
Lake Orion, Michigan 48359  
Phone: (248) 370-0000  
Fax: (248) 370-0011

7/29/20

Michael Itrich  
City of Marine City  
514 Parker City  
Marine City, MI 48039

Estimate to Repair Elgin Pelican

• Parts for Lower Broom Arm Assembly	\$ 2,800.00
• Labor to repair at \$110 per hour      x 30 hours	\$ 3,300.00
• Towing to and from Marine City	\$ 650.00
 Total Estimated Price to repair Elgin Pelican Lower Arm Assembly	 \$ 6,750.00

**\*\*This is an estimate only, actual costs could vary depending on a visual inspection of the sweeper by our certified Elgin Technicians.\*\***

Thank you

Dan Bell

If you wish to proceed with the quote provided, please sign and return. Thank you for the opportunity.

Dan Bell  
Bell Equipment Co.

X \_\_\_\_\_



**Please remember to bring your copies from the  
August 20<sup>th</sup> agenda packet for the following:**

**Agenda Item #10-A: Hidden Harbor Condo Association**

**Agenda Item #10-B: Degurse Rezoning**

**Thank you ☺**



Wade Trim Associates, Inc.  
 500 Griswold Street, Suite 2500 • Detroit, MI 48226  
 313.961.3650 • [www.wadetrim.com](http://www.wadetrim.com)

July 29, 2020

City of Marine City  
 303 South Water Street  
 Marine City, MI 48039

Attention: City Commission

Re: Review of Condominium Documents for the proposed Hidden Harbor Condominium  
 Site Located at Western Terminus of Metropolis Street  
 Wade Trim File No.: MRN 6001-20D

Dear Commissioners:

We are in receipt of the condominium documents for the proposed 26-unit Hidden Harbor Condominium. This proposed condominium will be located on an approximately 6.2 acre site located at the western terminus of Metropolis Street in the northwestern quadrant of the City. The following documents have been provided:

- Master Deed
- By-Laws ("Exhibit A")
- Condominium subdivision plan set ("Exhibit B") prepared by BMJ Engineers & Surveyors, Inc. and dated June 26, 2019
- Agreement for Maintenance of Private Road
- Agreement for Maintenance of Retention Pond

This project received preliminary site plan approval from the Planning Commission on March 11, 2019. The project received final site plan approval from the Planning Commission on June 10, 2019. Conditions of final site plan approval included submitting all required condominium documents to the City for review and approval. The required condominium exhibits are specified by Section 160.228,(I),(2) of the City Zoning Ordinance. Further, the condominium subdivision plan must include the minimum elements required per Section 66 of the State Condominium Act, Public Act 59 of 1978.

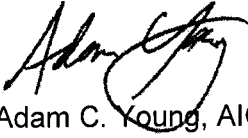
We have reviewed the condominium subdivision plan for compliance with Zoning Ordinance and Condominium Act requirements. We note only one item that will need to be addressed prior to recording the condominium documents:

1. Each page of the condominium subdivision plan set will need to be signed and sealed by the professional surveyor. (see Section 66.(1) of Condominium Act)

In accordance with Section 160.228,(I), we recommend approval of the condominium plans. If you have any questions, please feel free to contact me at 313.961.3650 or [ayoung@wadetrim.com](mailto:ayoung@wadetrim.com).

Very truly yours,

Wade Trim Associates, Inc.

A handwritten signature in black ink, appearing to read "Adam C. Young". The signature is fluid and cursive, with a large loop at the end of the last name.

Adam C. Young, AICP  
Professional Planner

ACY;jlb  
MRN 6001-20D

**MASTER DEED**

**HIDDEN HARBOR CONDOMINIUM**

(Act 59, Public Acts of 1978, as Amended)

Plan # \_\_\_\_\_

This Master Deed is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by, **JF CONSTRUCTION, INC.,, a Michigan Corporation**, hereinafter referred to as "Developer", whose office is situated at 6800 King Road, Marine City, MI 48039, in pursuance of the provisions of the Michigan Condominium Act as amended (being Section 559.101 of the Compiled Laws of 1948 and Act 59 of the Public Acts of 1978), hereinafter referred to as the "Act".

**WITNESSETH:**

**WHEREAS**, Developer desires, by recording this Master Deed, together with the Condominium Bylaws, attached hereto as Exhibit "A", and together with the Condominium Subdivision Plan, attached hereto as Exhibit "B" to establish the real property, described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a condominium project under the provisions of the Act.

**NOW, THEREFORE**, Developer does, upon the recording hereof, establish Hidden Harbor Condominium (hereinafter referred to as the "Condominium" or the "Condominium Project") which shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and Exhibit "A" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any person acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

**ARTICLE I  
TITLE AND NATURE**

The Condominium Project shall be known as Hidden Harbor Condominiums. The architectural plans for the project were approved by and filed with the City of Marine City, State of Michigan. The Condominium Project is established in accordance with the Act. The buildings and units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each unit therein are set forth completely in the Condominium Plan, attached as Exhibit "B"

hereto. Each building contains individual units for residential purposes and each unit is capable of individual unitization on account of having its own entrance from and exit to a common element of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium Project as are designated by the Master Deed.

**ARTICLE II**  
**LEGAL DESCRIPTION**

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follow:

Land in the City of Marine City, St. Clair County, Michigan, being part of the Northwest Quarter of Section 1, Cottrellville Township, Town 3 North-Range 16 East, described as: Commencing at the Northwest corner of Section 1, Cottrellville Township, Town 3 North-Range 16 East, thence South 1401.46 feet along the west line of Section 1 and the centerline of King Road; thence South 88 degrees 00 minutes 25 seconds East 730.26 feet to the point of beginning; thence South 2 degrees 39 minutes 37 seconds 685.91 feet to the centerline of Metropolis Street; thence along the centerline of Metropolis Street South 88 degrees 32 minutes 23 seconds East 398.80 feet; thence North 2 degrees 55 minutes 41 seconds West 680.18 feet; thence North 87 degrees 40 minutes 43 seconds West 396.09 feet to the point of beginning. Containing 6.21 acres and being subject to Metropolis Street right of way on the south, Gladys Drain right of way on the North, and Branch of Gladys Drain on the West, along with all other easements and encumbrances of record.

Together with an easement for a dry detention pond described as follows: Land situated in the City of Marine City, County of St. Clair, State of Michigan, commencing at the Northeast corner of the subject parcel, thence South 2 degrees 55 minutes 41 seconds East, 50.22 feet along the easterly property line; thence North 87 degrees 40 minutes 43 seconds West, 8.03 feet to the point of beginning of the easement; thence continuing North 87 degrees 40 minutes 43 seconds West, 328.05 feet; thence South 2 degrees 39 minutes 37 seconds East, 144.51 feet; thence North 87 degrees 5 minutes 5 seconds East, 33.60 feet; thence North 62 degrees 38 minutes 47 seconds East, 107.73 feet; thence North 89 degrees 51 minutes 18 seconds East, 90.77 feet;

thence South 61 degrees 24 minutes 44 seconds East, 87.43 feet; thence North 87 degrees 4 minutes 19 seconds East, 30.46 feet; thence North 2 degrees 55 minutes 41 seconds West, 120.07 feet to the point of beginning of described easement.

Also together with a 60 feet wide ingress, egress and public utility easement described as follows: Land situated in the City of Marine City, County of St. Clair, State of Michigan, commencing at the Southeast corner of the subject parcel, thence North 2 degrees 55 minutes 41 seconds West, 30.09 feet to the Northly right-of-way line of Metropolis Street (60 feet wide), thence North 88 degrees 32 minutes 23 seconds West along said right-of-way line, 139.37 feet to the point of beginning of said easement; thence North 2 degrees 32 minutes 55 seconds West, 277.82 feet; thence 21.68 feet along the arc of a curve with a 25 feet radius, said curve having a chord bearing North 22 degrees 17 minutes 29 seconds East, and a chord length of 21.00 feet; thence 292.54 feet along the arc of a curve with a 60.00 feet radius, said curve having a cord bearing South 87 degrees 27 minutes 05 seconds West and a chord length of 77.65 feet; thence 21.68 feet along the arc of a curve with a 25.00 feet radius, said curve having a chord bearing of South 27 degrees 23 minutes 18 seconds East and a chord length of 21.00 feet; thence South 2 degrees 32 minutes 55 seconds East, 273.61 feet to the Northerly right-of way line of Metropolis Street, (60 feet wide), thence South 88 degrees 32 minutes 23 seconds East along said right-of-way line, 60.15 feet to the point of beginning of described easement.

Also together with a 60 foot wide right-of-way easement for the Branch of the Gladys Drain described as follows: Land situated in the City of Marine City, County of St. Clair, State of Michigan, being the West 60 feet of the above-described parcel.

### **ARTICLE III DEFINITIONS**

Certain terms are utilized not only in this Master Deed and Exhibit "A" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and corporate Bylaws and Rules and Regulations of the Hidden Harbor Condominium Association, Inc., a Michigan non-profit corporation, and deeds, mortgages, liens, land



contracts, easements and other instruments affecting the establishment of, or transfer of, interest in Hidden Harbor Condominium, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

- A. The "Act" means the Michigan Condominium Act, being Act 59 of Public Act of 1978, as amended.
- B. "Association" shall mean the non-profit corporation organized under Michigan law of which all co-owners shall be members which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
- C. "Association Bylaws" means the corporate Bylaws of Hidden Harbor Condominium Association, Inc., the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.
- D. "Common elements", elsewhere used without modification, shall mean both the general and limited common elements described in Article IV hereof.
- E. "Condominium Bylaws" means Exhibit "A" attached hereto being the Bylaws setting forth the substantive rights and obligations of the co-owners and required by Section 53 of the Act to be recorded as part of the Master Deed.
- F. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association.
- G. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights and appurtenances belonging to Hidden Harbor Condominium as described above.
- H. "Condominium Subdivision Plan" means Exhibit "B" hereto.
- I. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more units in the Condominium Project. The term "owner", wherever used, shall be synonymous with the term "co-owner".
- J. "Convertible area" means the area within which the Developer may construct additional units and/or designate additional limited common elements.

- K. "Developer" shall mean JF Construction, Inc., who has made and executed this Master Deed, and its successors and assigns.
- L. "Unit" means the enclosed space constituting a single complete unit in Hidden Harbor Condominium as such space may be described in Exhibit "B" hereto, and shall have the same meaning as the term "unit" as defined in the Act.
- M. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

**ARTICLE IV  
COMMON ELEMENTS**

The common elements of the project described in Exhibit "B" attached hereto and the respective responsibilities for the maintenance, decorations, repair or replacement are as follows:

- A. The general common elements are:
  - (1) The land described in Article II hereof, including any easement interests of the Condominium in the land provided to it;
  - (2) All roads, driveways, parking areas, crawl spaces, sidewalks, trees, shrubs, and other plantings;
  - (3) The electrical, natural gas, telephone and cable television wiring network throughout the project, including that contained within the unit walls up to the point of connection with, but not including, any meters, plugs, fixtures or service pedestals and all lighting fixtures located on the common elements of the project or other outlets within any unit;
  - (4) Public connections for gas, electricity, light, telephone, sewer, water and common television antenna;
  - (5) The foundations, supporting columns, unit perimeter walls and other walls as shown on Exhibit B (including doors and chimneys therein), roofs, ceilings and floors of the project; excluding the windows which shall be limited common elements;

- (6) The plumbing and sewer network throughout the project, including that contained within the unit wall, up to the point of connection with plumbing fixtures within any unit;
- (7) All other elements of the Project not herein designated as general or limited common elements which are not enclosed within the boundaries of a unit and which are intended for common use or are necessary to the upkeep, repair and safety of the project, and;
- (8) Parking spaces which are not limited common elements.

B. The limited common elements are:

- (1) Each porch or patio, balcony or deck, pavers on patios or garage walks and storage areas in the project is limited in use to the owner of the unit which opens onto such balcony or deck;
- (2) Each furnace, air conditioner and water heater or fireplace combustion chamber, if any, to each unit is limited in use to the unit which it services; and
- (3) The interior surfaces of unit perimeter walls (including windows, skylights and doors therein), windows including the inside surface thereof, ceilings and floors contained within any unit shall be subject to the exclusive use and enjoyment of the co-owner of such unit.

C. The costs of maintenance, repair and replacement of each limited common element referred to in Paragraph B (2 & 3) shall be borne by the co-owners of the unit which such limited common element services.

The cost of maintenance, repair and replacement of all other general and limited common elements described above shall be borne by the Association except that the costs of decorations and maintenance and the cost of repair or replacement in those cases of co-owners fault, of all surfaces of limited common elements referred to in Paragraph B (2&3) shall be borne by the co-owner of each unit to which such limited common elements are appurtenant.

No co-owner shall use his unit or the common elements thereof in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his unit or the common elements or in any manner inconsistent with the purposes of the project.

The common elements, both limited and general, as shown on the Condominium Subdivision Plan, are not severable from the condominium unit to which they are appurtenant or to which they are, in any way, related.

**ARTICLE V  
UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

A. The project shall consist of 26 units. Each unit in the project is described in this paragraph with reference to Condominium Subdivision Plan of Hidden Harbor Condominium as surveyed by BMJ Engineers & Surveyors, Inc., and attached hereto as Exhibit "B". Each unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloors, all as shown on the floor plan and sections in Exhibit "B" hereto and delineated with heavy outlines.

B. The percentage of value assigned to each unit shall be 3.8461%. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each unit in the project which would affect the maintenance costs and value of each unit and concluding that there are not material differences among them insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each unit shall be determinative of each co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective co-owner in the proceeds and the expenses of administration and the value of such co-owner's vote at meetings of the Association of co-owner's. The percentage of value allocated to each unit may be changed only with the unanimous consent of all of the co-owner's expressed in an amendment to this Master Deed, duly approved and recorded. The total value of the residential portion of the project is 100.

**ARTICLE VI  
ENCROACHMENTS**

In the event any portion of any unit or common element encroaches upon another unit or common element due to shifting, settling, or moving of a building, pier support, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls (including interior unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium as originally constructed by Developer. There shall exist easements of support with respect to any unit interior wall which supports a common element.

**ARTICLE VII**  
**CONVERTIBLE AREAS**

The precise location of dwellings, garages, driveways, sidewalks, porches, courtyards, patio areas, fences and other fixtures which may be constructed within each unit shall be determined by the Developer in its sole Judgment (or the Association in the event that the Developer has sold all of the units in the Project without determining the location of improvements), and approved by the local public authority, and such improvements may be located only within the boundaries of such units as depicted on the Condominium Subdivision Plan, except as herein provided. No dwellings and appurtenant structural Limited Common Elements shall extend beyond Unit boundaries without approval of the Association. In the event that any dwelling is designed to lawfully extend beyond the Unit boundaries as depicted in the original Condominium Subdivision Plan, then the Master Deed and Exhibit "B" shall be amended to so reflect by Developer, its successor or assigns, which amendment shall be effected solely by Developer without the necessity of a consent of or execution by any other person now or hereafter interested in the Condominium Project, whether as owner, mortgagee or otherwise. Such extensions, however, shall be permitted only within the Limited Common Element areas appurtenant to each Unit and, to the extent necessary to support the same, within the General Common Element land below such Limited Common Element areas and the General Common Element airspace above the Unit and such limited Common areas, all of which Limited and General Common Elements shall be "Convertible Areas" within the meaning of the Act. At such time as a dwelling is constructed for each unit, the Developer, or its successors or assigns, shall be responsible for amending Exhibit "B" hereto for the purpose of modifying the horizontal and vertical boundaries of the Unit to lie inside and conform to the exact foundation perimeter and upper and lower limits of the dwelling so constructed. All of the Co-owners and mortgagees of Units and other persons interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be necessary to effectuate the foregoing as the same may be approved by agency, if any, of the State of Michigan responsible for approving Master Deeds prior to recording thereof. There shall be no limitation on the time within which this right of conversion may be exercised, but construction must be completed in a timely and diligent manner. All such interested persons irrevocably appoint Developer or its successors and assigns as agent or attorney for the purpose of execution of such amendment or amendments to the Master Deed.

**ARTICLE VIII  
REVOCATION**

If there is no co-owner other than the Developer, the Developer, with the consent of any interested mortgagee, may unilaterally terminate the condominium project. Such termination shall become effective upon the recordation of a termination statement executed by the Developer.

If there is a co-owner other than the Developer, the condominium project shall be terminated by an agreement of the Developer and unaffiliated co-owners of the condominium units to which four-fifths (4/5) of the votes in the association of co-owners appertain. Such termination shall be effective upon the recordation agreement executed by the required number of persons.

Upon recordation of an instrument terminating a condominium project, the property constituting the condominium project shall be owned by the co-owners as a tenancy in common in proportion to their respective undivided interest in the condominium elements immediately before recordation. As long as the tenancy in common lasts, each co-owner, or the heirs, successors or assigns thereof, shall have an exclusive right of occupancy of that portion of the property which formerly constituted the condominium unit. In addition, any rights the co-owners may have to the assets of the association of co-owners shall be in proportion to their respective undivided interest in the common elements immediately before recordation.

**ARTICLE IX  
AMENDMENT**

The provisions of this Master Deed and Exhibit "B" hereto (but not Exhibit "A" hereto, which may be amended as therein provided) may be amended for a proper purpose, without consent of co-owners, mortgagees and other interested parties, including the modification of the type and sizes of unsold condominium units, and their appurtenant limited common elements, as long as the amendment does not materially alter or change the rights of the co-owners, mortgagees or other interested parties. Amendments which do materially alter such right shall require the approval of two-thirds (2/3) of the votes of the co-owners. Such amendments shall be effective upon recordation.

A person causing or requesting an amendment shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of co-owners or based upon the advisory committee's decision, the costs of which are expenses of administration.



**EXHIBIT "A"**

**CONDOMINIUM BYLAWS  
HIDDEN HARBOR CONDOMINIUM**

**ARTICLE I  
ASSOCIATION OF CO-OWNERS**

SECTION 1. Hidden Harbor Condominium, a condominium project, located in the City of Marine City, County of St. Clair, State of Michigan, shall be administered by an association of co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the condominium project in accordance with the Master Deed, these Bylaws, the Articles of Incorporation Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All co-owners in the condominium project and all persons using or entering upon or acquiring any interest in any unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

SECTION 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

- A. Each co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.
- B. The share of a co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his unit in the Condominium.
- C. Except as limited in these Bylaws, each co-owner shall be entitled to one (1) vote for each unit owned when voting by number and one (1) vote, the value of which shall equal the total of the percentages allocated to the units owned by such co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by number except in those instances when voting is specifically required to be both in value and in number.
- D. No co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association



until he has presented evidence of ownership of a unit in the Condominium Project to the Association. No co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 6 of this Article I. The vote of each co-owner may only be cast by the individual representative designated by such co-owner in the notice required in subparagraph "E" below or by a proxy given by such individual representative. The Developer may only vote for those units which have been completed.

- E. Each co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the unit or units owned by the co-owner, and the name and address of each person, firm, corporation, partnership association, trust or other entity who is the co-owner. Such notice shall be signed and dated by the co-owner. The individual representative designated may be changed by the co-owner at any time by filing a new notice in the manner herein provided.
- F. There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 6 of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings, as provided in the corporate Bylaws of the Association, shall be given to each co-owner by mailing the same to each individual representative designated by the respective co-owners.
- G. The presence in person or by proxy of thirty-five (35%) per cent in number and value of the co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to a duly called meeting, at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

- H. Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.
- I. A majority, except where otherwise provided herein, shall consist of more than fifty (50%) per cent in number of those qualified and present in person or by proxy (or written vote if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.
- J. Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

SECTION 3: The Association shall keep a current copy of the Master Deed, Amendments and all other condominium documents and shall keep detailed books of accounts showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the co-owners. Such accounts, together with a current copy of the Master Deed, amendments and all other condominium documents, shall be open for inspection by the co-owners, prospective purchasers and prospective mortgagees during reasonable working hours. Income, expense and position statements shall be prepared at least twice annually and distributed to each co-owner. The books and records of the Association shall be audited or reviewed by independent accountants annually. Such audits need not be certified. The cost of such professional accounting assistance shall be an expense of administration.

SECTION 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association, except for the First Board of Directors elected by the Developer prior to the First Annual Meeting of Members held pursuant to Section 6 of this Article I. The number, terms of office, manner of

election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with the following, shall be provided by the Association Bylaws.

A. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the co-owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible for the following:

(1) Management and administration of the affairs of and maintenance of the Condominium Project and the common elements thereof.

(2) Collection of assessments from the members of the Association and the use of the proceeds thereof for the purposes of the Association.

(3) Carrying insurance and the collection and allocation of the proceeds thereof.

(4) Rebuilding improvements after casualty.

(5) Contracting for and employing persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(6) Approving or disapproving proposed purchasers of any unit in the manner specified in Section 14 of Article VI of the Condominium Bylaws.

(7) Acquiring, maintaining and improving, and buying, operating, managing, selling, conveying, assigning, mortgaging or leasing any real or personal property (including any unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the purchase of any unit in the Condominium for

the use by a resident manager.

(8) Borrowing money and issuing evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and securing the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of a majority of all of the members of the Association in number and value.

(9) Making rules and regulations in accordance with Article VI, Section 12 of these Bylaws.

(10) Establishing such committees as it deems necessary, convenient or desirable and appointing persons thereto for the purpose of implementing the administration of the Condominium and delegating to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(11) Enforcing the provisions of the Condominium Documents.

- B. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4 (a) of this Article I, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association.
- C. All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations of the Corporation, and any undertakings or contracts entered into with others on behalf of the Corporation) of the first Board of Directors of the Association elected by the Developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first

or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

SECTION 5. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty (60%) per cent of all co-owners in number and value.

SECTION 6. (1) An advisory committee of non-developer co-owners shall be established either 120 days after conveyance of legal or equitable title to non-developer co-owners of 1/3 of the units that may be created, or one (1) year after the initial conveyance of legal or equitable title to a non-developer co-owner of a unit in the project, whichever occurs first. The advisory committee shall meet with the condominium project board of directors for the purpose of facilitating communication and aiding the transition of control to the association of co-owners. The advisory committee shall cease to exist when a majority of the board of directors of the association of co-owners is elected by the non-developer co-owners.

(2) Not later than 120 days after conveyance of legal or equitable title to non-developer co-owners of 25% of the units that may be created, the first annual meeting of members shall be held and at least one (1) director and not less than 25% of the board of directors of the association of co-owners shall be elected by non-developer co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer co-owners of 50% of the units that may be created, not less than 33-1/3% of the board of directors shall be elected by non-developer co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer co-owners of 75% of the units that may be created, and before conveyance of 90% of such units, the non-developer co-owners shall elect all directors on the board, except that the developer shall have the right to designate at least one (1) director as long as the developer owns and offers for sale at least 10% of the units in the project or as long as 10% of the units remain that may be created.

(3) Notwithstanding the formula provided in subsection (2), 54 months after the first conveyance of legal or equitable

title to a non-developer co-owner of a unit in the project, if title to not less than 75% of the units that may be created has not been conveyed, the non-developer co-owners have the right to elect as provided in the condominium documents, a number of members of the board of directors of the association of co-owners equal to the percentage of units they hold, and the developer has the right to elect as provided in the condominium documents, a number of members of the board equal to the percentage of units which are owned by the developer and for which all assessments are payable by the developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (2). Application of this subsection does not require a change in the size of the board as determined in the condominium documents.

(4) If the calculation of the percentage of members of the board that the non-developer co-owners have the right to elect under subsection (2), or if the product of the number of members of the board multiplied by the percentage of units held by the non-developer co-owners under subsection (3) results in a right of non-developer co-owners to elect a fractional number of members of the board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the board that the non-developer co-owners have the right to elect. After application of this formula, the developer shall have the right to elect the remaining members of the board. Application of this subsection shall not eliminate the right of the developer to designate one (1) member as provided in subsection (2).

(5) A consolidating master deed and plans showing the condominium as built shall be recorded not later than 180 days after completion of construction in order to consolidate all phases or amendments of a condominium project. A copy of the recorded consolidating master deed shall be provided to the association of co-owners.

(6) As used in this section, "units that may be created" means the maximum number of units in the condominium project which is 26.

SECTION 7. Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the corporation, whether or not he is a director or officer at

the time such expenses are incurred, except in such cases where the director or officer is adjudged guilty of willful and wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement of indemnification, the indemnification herein shall apply only if the board of directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the board of directors shall notify all co-owners thereof.

## **ARTICLE II ASSESSMENTS**

SECTION 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the co-owners, and the personal property taxes based thereon shall be treated as expenses of administration.

SECTION 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the common elements or the administration of the Condominium shall be expenses of administration within the meaning of Section 54(4) of Public Act 59 of 1978, as amended, and all sums received as proceeds of, or pursuant to, any policy of insurance earned by the Association securing the interests of the co-owners against liabilities or losses arising within, caused by or connected with the common elements or the administration of the Condominium shall be receipts of administration.

SECTION 3. Assessment shall be determined in accordance with the following provisions:

- A. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reserve fund of at least ten (10%) per cent of the Association's current annual budget for major repairs and replacement of common elements. The minimum standard required by this Section may prove to be inadequate

for a particular project. The Association of co-owners should carefully analyze their Condominium Project to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes. Upon adoption of the annual budget by the Board of Directors, a copy of the budget shall be delivered to each co-owner and the assessment for said year shall be established, based upon said budget, although the delivery of a copy of the budget to each co-owner shall not affect the liability of any co-owner for any existing or future assessments. Should the Board of Directors, at any time, determine, in the sole discretion of the Board of Directors, (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing common elements, (3) to provide additions to the common elements not exceeding Two Thousand (\$2,000.00) Dollars annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary.

- B. Special assessments, in addition to those required in (a) above, may be made by the Board of Directors, from time to time, and approved by the co-owners as hereinafter provided to meet other needs or requirements of the Association, including but not limited to (1) assessments for capital improvements for additions of a cost exceeding Two Thousand (\$2,000.00) Dollars per year, (2) assessments for the purchase of a unit in the Condominium Project pursuant to Article VI, Section 14, (3) assessments to purchase a unit upon foreclosure of the lien for assessments described in Section 6 hereof. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 3(a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of a majority of all co-owners in value and in number.
- C. Developer shall pay in condominium assessments that percentage attributable to units owned by Developer based on the actual expenditures for condominium operating expenses, excluding reserves for replacement, equipment purchases or other capital expenditures.



SECTION 4. All assessments levied shall be apportioned among and paid by the co-owners in accordance with the percentage of value allocated to each unit in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to a unit. Assessments shall be due and payable at such times as the Association shall determine, commencing with acceptance of a deed to a unit or with acquisition of fee simple title to a unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of five (5%) percent per annum until paid in full. Each co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his unit which may be levied while such co-owner is the owner thereof.

SECTION 5. No co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his unit.

SECTION 6. The Association may enforce collection of delinquent assessments by suit at law for a money Judgment or by foreclosure of the lien securing payment in the same manner that real estate mortgages may be foreclosed by action under Michigan law. In an action for foreclosure, a receiver may be appointed to collect a reasonable rental for the unit from the co-owner thereof or any persons claiming under him. The expenses incurred in collecting unpaid assessments including interest, costs and attorneys' fees and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the co-owner in default, and shall be secured by the lien on his unit. The Association may also discontinue the furnishing of any utilities or other services to a co-owner in default upon seven (7) days written notice to such co-owner of its intent to do so. A co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues.

SECTION 7. (1) Sums assessed to a co-owner by the Association of co-owners which are unpaid constitute a lien upon the unit or units in the project owned by the co-owner at the time of the assessment before other liens except tax liens on the condominium unit in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record except that past due assessments which are evidenced by a notice of lien, recorded as set forth in subsection (3), have priority over a first mortgage recorded subsequent to the recording of the notice of lien. The lien upon each condominium unit owned

by the co-owner shall be in the amount assessed against the condominium unit, plus a proportionate share of the total of all other unpaid assessments attributable to condominium units no longer owned by the co-owner but which became due while the co-owner had title to the condominium units. The lien may be foreclosed by an action or by advertisement by the Association of Co-owners in the name of the Condominium Project on behalf of the other co-owners.

(2) A foreclosure shall be in the same manner as a foreclosure under the laws relating to foreclosure of real estate mortgages by advertisement or judicial action.

(3) A foreclosure proceeding may not be commenced without recordation and service of notice of lien in accordance with the following:

(a) Notice of lien shall set forth:

- i. The legal description of the Condominium unit or Condominium units to which the lien attaches.
- ii. The name of the co-owner of record thereof.
- iii. The amounts due the Association of Co-owners at the date of the notice, exclusive of interest, costs, attorney fees and future assessments.

(b) The notice of lien shall be in recordable form, executed by an authorized representative of the Association of Co-owners and may contain other information as the Association of Co-owners may deem appropriate.

(c) The notice of lien shall be recorded in the office of the register of deeds in the county in which the condominium project is located and shall be served upon the delinquent co-owner by first class mail, postage prepaid, addressed to the last known address of the co-owner at least ten (10) days in advance of commencement of the foreclosure proceedings.

(4) The Association of Co-owners, acting on behalf of all co-owners, unless prohibited by the Master Deed or Bylaws, may bid in at the foreclosure sale, and acquire, hold, mortgage, or convey the condominium unit.

(5) An action to recover money Judgments for unpaid

assessments may be maintained without foreclosure or waiving the lien.

(6) An action for money damages and foreclosure may be combined in one (1) action.

(7) A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the condominium unit if not occupied by the co-owner.

SECTION 8. If the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium unit as a result of foreclosure of the first mortgage, such person, its successors and assigns, is not liable for the assessments by the administering body chargeable to the unit which became due prior to the acquisition of title to the unit by such person. The unpaid assessments are deemed to be common expenses collectible from all of the condominium unit owners including such persons, its successors and assigns.

SECTION 9. (1) Upon the sale or conveyance of a condominium unit, all unpaid assessments against a condominium unit shall be paid out of the sale price or by the purchaser *in preference* over any other assessments or charges of whatever nature except the following:

- A. Amounts due the state, or any subdivision thereof, or any municipality, for taxes and special assessments due and unpaid on the condominium unit.
- B. Payments due under a first mortgage having priority thereto.

(2) A purchaser or grantee is entitled to a written statement from the Association of Co-owners setting forth the amount of unpaid assessments against the seller or grantor and the purchaser or grantee is not liable for, nor is the condominium unit conveyed or granted subject to, a lien for any unpaid assessments against the seller or grantor in excess of the amount set forth in the written statement. Unless the purchaser or grantee requests a written statement from the Association of Co-owners as provided in this act, at least five (5) days before the sale, the purchaser or grantee shall be liable for any unpaid assessments against the condominium unit, together with interest, costs and attorney fees incurred in the collection thereof.

**ARTICLE III  
ARBITRATION**

SECTION 1. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between co-owners or between co-owners and the Association shall be presented according to the following steps:

Step 1. All such disputes shall first be presented to the management company, if there is one.

Step 2. If complaint is not resolved at Step 1, it shall be presented to the Board of Directors of the Association. Any complainant who is a member of the Board of Directors shall not vote on any decision resolving the complaint.

Step 3. If complaint is not resolved by the Board of Directors, dispute may, if agreed to by all parties, be submitted to arbitration and the parties involved shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as they presently exist or as they may hereafter be amended shall be applicable to any such arbitration.

Step 4. Any complaint not resolved through the above steps may be submitted to the courts.

**ARTICLE IV  
INSURANCE**

SECTION 1. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements of the Condominium Project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

A. All such insurance shall be purchased by the Association for the benefit of the Association, and the co-owners and their mortgagees as their interest may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of co-owners. Each co-owner may obtain insurance coverage at his own expense upon his unit. It shall be each co-owner's responsibility to obtain insurance coverage for his personal property located within his unit or elsewhere on the Condominium and for his personal liability for occurrences within his unit or upon limited common

elements appurtenant to his unit and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all co-owners shall use their best efforts to see that all property and liability insurance earned by the Association or any co-owners shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any co-owner or the Association.

B. All common elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the board of directors of the Association. Such coverage shall also include interior walls within any unit and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a unit which were furnished with the unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a co-owner within his unit shall be covered by insurance obtained by and at the expense of said co-owner; provided, that if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said co-owner and collected as a part of the assessments against said co-owner under Article II hereof.

C. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

D. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

SECTION 2. Each co-owner, by ownership of a unit in the Condominium project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and

extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his unit and the common elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association, as said attorney, shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums there for, to collect proceeds and to distribute the same to the Association, the co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability, to execute all documents and to do all things on behalf of such co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

**ARTICLE V  
RECONSTRUCTION OR REPAIR**

SECTION 1. If any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

A. If the damaged property is a common element or a condominium unit, the property shall be rebuilt or repaired if any condominium unit in the Condominium is tenable, unless it is determined that the Condominium shall be terminated.

B. If the Condominium is so damaged that no condominium unit is tenable, the damaged property shall not be rebuilt unless seventy-five (75%) percent or more of the co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

SECTION 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the project to a condition as comparable as possible to the conditions existing prior to damage unless the co-owners shall unanimously decide otherwise.

SECTION 3. If the damage is only to a part of a unit which is the responsibility of a co-owner to maintain and repair, it shall be the responsibility of the co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

SECTION 4. Each co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. In the event damage to interior walls within a co-owner's unit or to pipes, wires, conduits, ducts or other common elements therein, is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5. If any other interior portion of a unit is covered by insurance held by the Association for the benefit of the co-owner, the co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be payable to the co-owner and the mortgagee jointly.

SECTION 5. The Association shall be responsible for the reconstruction, repair and maintenance of the common elements and any incidental damage to a unit caused by such common elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

SECTION 6. The following provisions shall control upon any taking by eminent domain:

A. If any portion of the common elements is taken by eminent domain, the award there for shall be allocated to the co-owners in proportion to their respective undivided interests in the common elements. The Association of Co-owners, acting through its Board of Directors, may negotiate on behalf of all co-owners for any taking of common elements and any negotiated settlement approved by more than two-thirds (2/3) of co-owners based upon assigned voting rights shall be binding on all co-owners.

B. If a condominium unit is taken by eminent domain, the undivided interest in the common elements appertaining to the condominium unit shall thenceforth appertain to the remaining condominium units, being allocated to them in proportion to their respective undivided interests in the common elements. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include, without limitation, just compensation to the co-owner of the condominium unit taken for his undivided interest in the common elements as well as for the Condominium unit.

C. If portions of a condominium unit are taken by eminent domain, the court shall determine the fair market value of the portions of the condominium unit not taken. The undivided interest for each condominium unit in the common elements appertaining to the condominium units shall be reduced in proportion to the diminution in the fair market value of the condominium unit resulting from the taking. The portions of undivided interest in the common elements thereby divested from the co-owners of a condominium unit shall be reallocated among the other condominium units in the condominium project in proportion to their respective undivided interests in the common elements. A condominium unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the co-owner of the condominium unit partially taken for that portion of the undivided interest in the common elements divested from the co-owner and not reverted in the co-owner pursuant to subsection (d), as well as for that portion of the condominium unit taken by eminent domain.

D. If the taking of a portion of a condominium unit makes it impractical to use the remaining portion of that condominium unit for a lawful purpose permitted by the condominium documents, then the entire undivided interest in the common elements appertaining to that condominium unit shall thenceforth appertain to the remaining condominium units, being allocated to them in proportion to their respective undivided interests in the common elements. The remaining portion of that condominium unit shall thenceforth be a common element. The court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the co-owner of the condominium unit for the co-owner's entire undivided interest in the common elements and for the entire condominium



unit.

E. Votes in the Association of Co-owners and liability for future expenses of administration appertaining to a condominium unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining condominium units, being allocated to them in proportion to the relative voting strength in the Association of Co-owners. A condominium unit partially taken shall receive a reallocation as though the voting strength in the Association of Co-owners was reduced in proportion to the reduction in the undivided interests in the common elements.

SECTION 7. The attachment of a mechanic's lien otherwise arising out of Act No. 179 of the Public Acts of 1891 being Section 570.1 to 570.30 of the Michigan Compiled Laws or a construction lien otherwise arising out of Act No. 497 of the Public Acts of 1980 being Section 570.1101-570.1305 of the Michigan Compiled Laws shall be subject to the limitations found in Section 132 of the Michigan Condominium Act.

## **ARTICLE VI RESTRICTIONS**

SECTION 1. No Unit in the condominium unit shall be used for anything other than single-family residence purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences.

SECTION 2. Except as otherwise expressly set forth herein, no co-owner shall make alterations in exterior appearance or make structural modifications to his condominium unit (including interior walls), or make changes in any of the common elements, limited or general, without the express written approval of the Board of Directors including (but not by way of limitation) exterior painting or the erection of antennas, lights, security cameras, aerials, awnings, doors, shutters or other exterior attachments or modifications, nor shall any co-owner damage or make modifications or attachments to common element walls between units which in any way impairs sound conditioning provisions. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

SECTION 3. No immoral, improper, unlawful or offensive activity shall be carried on many condominium unit or upon

the common elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. No co-owner shall do or permit anything to be done or keep or permit to be kept in his condominium unit or on the common elements anything that will increase the rate of insurance on the Condominium without the written consent of the Board of Directors and each co-owner will pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

SECTION 4. No animal or fowl of any sort shall be maintained on any premises except for dogs, cats and birds, and only subject to the following terms, restrictions and conditions:

- The following dogs are not allowed at any Unit in the Condominium Project: Pit Bull; Rottweiler; Chow; Presa Canario; Wolf Hybrids; Mastiffs; Doberman Pinschers; Stafford Terriers, or any other dog or animal specifically excluded under the Association's liability insurance policy.
- No exotic (non-domesticated) or farm animals are allowed on any premises.
- The maximum number of animals, dogs, cats or birds, allowed at any Unit is three (3).
- No animal may be permitted to run loose or roam-at-large at any time, and while outside of its Unit, all animals shall be on a leash and shall at all times be attended by a responsible individual.
- No doghouses or exterior animal shelters/quarters shall be allowed.
- No animal may be allowed remain outside overnight.
- No animal may be kept or bred for any commercial purpose.
- Co-owner's shall be responsible for their animals' fecal matter, which shall immediately be removed and disposed of, regardless of location.

In the event of issues regarding the Americans With Disabilities Act, "service animals" or other similar circumstances, an owner may seek a modification of this restriction from the Association upon proper notice to all co-owners.

SECTION 5. Recognizing the every changing technology in security cameras, and further the rights of the co-owners to

privacy as well as security, except as otherwise determined by the Association, exterior security cameras shall be limited to those which located at the front door of a residence to detect and/or communicate with a person at the front door. The Association may allow other exterior security cameras on a case-by-case basis provided the cameras are only providing surveillance of the area immediately adjacent to co-owner's unit and the camera is not primarily focused on a residence.

SECTION 6. No fences may be installed or placed upon any property within the Condominium Project except for any fencing installed by the Developer or along the boundary of the Condominium Project.

SECTION 7. No business, trade or profession or noxious or offensive activity shall be carried on upon any Unit nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

SECTION 8. No unfinished dwelling structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence, either temporarily or permanently.

SECTION 9. The Common Elements, Limited or General, shall not be used or storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained within the garage of each unit, and shall not be permitted to remain outside except for such short periods of time as may be reasonably necessary to permit periodic collection of trash, namely no earlier than 5:00 p.m. the night before trash pick-up and to be removed as soon as practical following trash pick-up. All owners are responsible to have their trash in suitable receptacles and shall be responsible for the slippage of any items, regardless of the cause. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which spoils the appearance of the Condominium.

SECTION 10. Sidewalks, landscaped areas, driveways, roads, and parking areas, patios and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the common elements except in areas designated therefor.

SECTION 11. Commercial vehicles and trucks which have a gross vehicle weight in excess of 9,999 pounds shall not be parked in or about the Condominium unless while making deliveries or pickups in the normal course of business.

SECTION 12. No signs or other advertising devices shall be displayed except for "For Sale" signs.

SECTION 13. Excepting the planting of annual or perennial flowers in areas immediately adjacent to a co-owner's unit, no Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements, unless approved by the Association in writing.

SECTION 14. The common elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. Automobiles may only be washed in areas approved by the Association. In general, no activity shall be carried on nor condition maintained by a co-owner either in his condominium unit or upon the common elements, which spoils the appearance of the Condominium.

SECTION 15. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motor homes, snowmobiles, snowmobile trailers, or vehicles other than operable automobiles may be parked or stored upon the premises of the Condominium, for more than three (3) days during any six (6) month period of time, unless approved by the Board of Directors.

SECTION 16. No co-owner shall use or permit the use of any driveway for vehicle maintenance.

SECTION 17: No co-owner or their guest may park a vehicle in the street for more than twelve (12) hours at any given time.

SECTION 18: No co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family, any firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles, or devices anywhere on or about the Condominium premises.

SECTION 19: No co-owner shall be allowed to grow cannabis (marijuana) within any Unit of the Condominium Project.

SECTION 20: Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has

maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements and each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his employees, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

SECTION 21. The Developer recognizes that individuals may spend time in warmer climates in the winter, or that as a result on employment, financial or health issues, there may be periods of time where a residence is vacant, and the owner may wish to lease the Unit. The Developer also recognizes that leasing a property could affect the value of the Condominium Project. The Developer further recognizes that individuals may spent time in warmer climates in the winter, or that as a result on employment, financial or health issues, there may be periods of time where a residence is vacant, and the owner may wish to lease, or as a result of economics, may need to lease the Unit.

Pursuant to the strict provisions as set forth herein:

a.) a Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI, namely a single-family residence.

b.) The leasing of a Unit is limited to a period of two (2) years over any five (5) year period.

c.) No Co-owner, Developer or Association, or a lender in possession of a Unit following a default of a mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, shall lease less than an entire Unit in the Condominium.

d.) A Co-owner, Developer or Association, or a lender in possession of a Unit following a default of a mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least 21 days before leasing the Condominium Unit and shall

supply the Association with a copy of the exact lease form for their review for its compliance with the Condominium Documents. If Developer desires to rent Condominium Units before the transitional control date, it shall notify either the advisory committee or each Co-owner in writing. If Tenant is to be a corporation or partnership, then disclosure shall be made of the names and address of all parties and/or shareholders.

e.) Tenants or non-co-owner occupants shall comply with all of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state and Tenant shall, in writing, agree not to assign or sublease its leasehold interest, or if a corporation or partnership, to allow a change of partners or change of stock ownership.

f.) If the Association determines that the tenant or non-co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i). The Association shall notify the Co-owner by certified mail advising of the alleged violation by tenant.

(ii). The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii). If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding. The association may hold both the tenant and the Co-owner liable for any damages caused by the Co-owner or tenant in connection with the Condominium Unit.

g.) When a Co-owner is in arrears to the Association for

assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from the rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant.

SECTION 22. Reasonable rules and regulations consistent with the Act, the Master Deed and the Condominium Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors elected by the Developer) prior to the First Annual Meeting of Members of the Association held as provided in Article I, Section 7 of these Bylaws. Copies of all such rules and regulations and amendments thereto shall be furnished to all Co-owners and shall become effective 30 days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such rule and regulation or amendment may be revoked at any time by the affirmative vote of more than 50% of all Co-owners in number and in value.

SECTION 23. The Association, or its duly authorized agents, and the Lessor shall have access to each Unit (and improvements located within the perimeter thereof) and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, inspection, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit (and improvements located within the perimeter thereof) and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit (and improvements located within the perimeter thereof) and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

SECTION 24. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the development and sales period as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and Bylaws, as the same may be amended from time to time. For the purposes of this Section, the development and sales period shall be deemed to continue so long as Developer owns any Unit which it offers for sale. Until all Units in the entire Condominium Project (including the initial stage and any successive stages) are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model Units, storage areas, reasonable parking incident to the foregoing and such access to from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer.

## **ARTICLE VII MORTGAGES**

SECTION 1. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any mortgage of record covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

SECTION 2. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amount of such coverage.

SECTION 3. Upon request submitted to the Association, any holder of a mortgage lien of record on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.



**ARTICLE VIII  
AMENDMENTS**

SECTION 1. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by 51% or more of the members or by instrument in writing signed by them.

SECTION 2. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association Bylaws.

SECTION 3. Except as otherwise expressly limited in these Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of not less than 66-2/3% of all Co-owners in value.

SECTION 4. Prior to the First Annual Meeting of Members, these Bylaws may be amended by the Board of Directors upon proposal of amendments by Developer without approval from any person other than the designated agency, if any, of the State of Michigan which is required to approve such amendments prior to the recording thereof to make such amendments as shall not increase or decrease the benefits or obligations, or materially affect the rights of any member of the Association.

SECTION 5. A copy of each amendment to the Bylaws shall be furnished to each member of the Association after adoption; provided, however, that any amendment to these Bylaws that it adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

**ARTICLE IX  
COMPLIANCE**

The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons having or acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act and the mere acquisition, occupancy or rental of any

unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

## **ARTICLE X DEFINITIONS**

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

## **ARTICLE XI REMEDIES FOR DEFAULT**

SECTION 1. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

- (a) Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.
- (b) In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.
- (c) The violation of any of the provisions of the Condominium Documents or the failure of any Co-owner to carry out any responsibility imposed upon him by the Condominium Documents shall also give the Association of its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or

into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents, or to take such affirmative action, at the expense of the Co-owner in violation, as may be necessary to cure the default of such Co-owner who has failed to carry his responsibility as imposed by the Condominium Documents. The rights of the Association hereunder shall extend, but not be limited to, curing the defaults of Co-owners who have failed to carry out any obligations of decoration, maintenance, repair or replacement of the Units of their appurtenant Common Elements.

- (d) The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-Owners in the same manner as prescribed in Article I, Section 4 of the Association Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article I, Section 4, and an opportunity for such Co-owner to appear before the Board no less than 7 days from the date of the notice and offer evidence of defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed \$25.00 for the second violation, \$50.00 for the third violation or \$100.00 for any subsequent violation. The Board of Directors shall have the authority to increase such fines, at its option, based upon changes in the cost of living since the date of first recording the Master Deed for the Project.

SECTION 2. The failure of the Association or of any Co-owner to enforce any right, provisions, covenant or condition which may be granted by the Condominium Documents

shall not constitute a waiver of the right of the Association or of any such Co-owner the Landlord to enforce such right, provisions, covenant or condition in the future.

SECTION 3. All rights, remedies and privileges granted to the Association or any Co-owner pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

#### **ARTICLE XII SEVERABILITY**

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

# EXHIBIT B

ST. CLAIR COUNTY CONDOMINIUM  
SUBDIVISION PLAN No. \_\_\_\_\_

## HIDDEN HARBOR CONDOMINIUM

MARINE CITY, ST. CLAIR COUNTY, MICHIGAN

PROPERTY DESCRIPTION:

Land in the City of Marine City, St. Clair County, Michigan, being part of the Northwest quarter of Section 1, Cottrellville Township, Town 3 North-Range 16 East, described as: Commencing at the northwest corner of Section 1, Cottrellville Township, Town 3 North-Range 16 East; thence South 1401.46 feet along the west line of Section 1 and the centerline of King Road; thence S 88°00'25"E 730.26 feet to the POINT OF BEGINNING; thence S 02°39'37"E 685.91 feet to the centerline of Metropolis Street; thence along the centerline of Metropolis Street S 88°32'23"E 398.80 feet; thence N 02°55'41"W 680.18 feet; thence N 87°40'43"W 396.09 feet to the point of beginning. Containing 6.21 acres and being subject to Metropolis Street right of way on the south, Gladys Drain right of way on the north, & Branch of Gladys Drain on the west along with any and all other easements and encumbrances of record.

SURVEYOR:

BMJ ENGINEERS & SURVEYORS, INC.  
519 HURON AVENUE  
PORT HURON, MI 48060  
(810) 984-5596

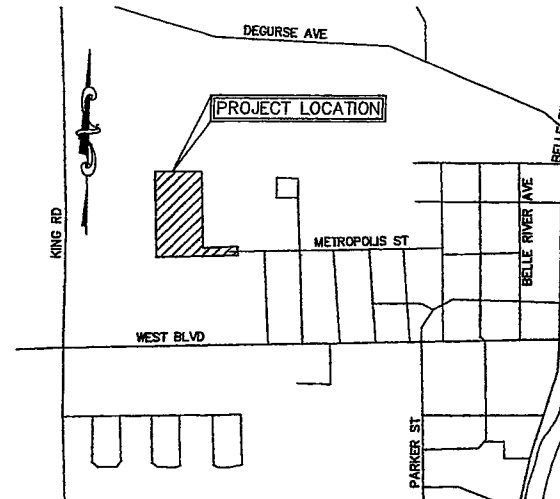
DEVELOPER:

J.F. CONSTRUCTION  
JAY FOLSKE, PRESIDENT  
6800 KING ROAD  
MARINE CITY, MICHIGAN 48039  
810-650-1090

Together with an easement for a dry detention pond described as follows;  
Land situated in the City of Marine City, County of St. Clair, State of Michigan, commencing at the Northeast corner of the subject parcel, thence South 02°55'41" East, 50.22 feet along the easterly property line, thence North 87°40'43" West, 8.03 feet to the point of beginning of the easement, thence continuing North 87°40'43" West, 328.05 feet, thence South 02°39'37" East, 144.51 feet, thence North 87°05'05" East, 33.60 feet, thence North 62°38'47" East, 107.73 feet, thence North 89°51'18" East, 90.77 feet, thence South 61°24'44" East, 87.43 feet, thence North 87°04'19" East, 30.46 feet, thence North 02°55'41" West, 120.07 feet to the point of beginning of described easement. Said detention pond easement contains 0.81 acres of the subject property.

Also together with a 60 foot wide ingress, egress, and public utility easement described as follows;  
Land situated in the City of Marine City, County of St. Clair, State of Michigan, commencing at the South east corner of the subject parcel, thence North 02°55'41" West, 30.09 feet to the Northerly right-of-way line of Metropolis Street (60 feet wide), thence North 88°32'23" West along said right-of-way line, 139.37 feet to the point of beginning of said easement, thence North 02°32'55" West, 277.82 feet, thence 21.68 feet along the arc of a curve with a 25.00 feet radius, said curve having a chord bearing North 22°17'29" East and a cord length of 21.00 feet, thence 292.54 feet along the arc of a curve with a 60.00 feet radius, said curve having a chord bearing South 87°27'05" West and a chord length of 77.65 feet, thence 21.68 feet along the arc of a curve with a 25.00 feet radius, said curve having a chord bearing of South 27°23'18" East and a chord length of 21.00 feet, thence South 02°32'55 East, 273.61 feet to the Northerly right-of-way line of Metropolis St. (60 feet wide), thence South 88°32'23" East along said right-of-way line, 60.15 feet to the point of beginning of described easement. Said easement contains 0.65 acres of the subject property.

Also together with a 60 foot wide right-of-way easement for the Branch of The Gladys Drain described as follows;  
Land situated in the City of Marine City, County of St. Clair, State of Michigan, Being the West 60 feet of the above described parcel. Said easement contains 0.94 acres of the subject property.



**ATTENTION COUNTY REGISTER OF DEEDS:**  
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT. IT MUST BE PROPERLY SHOWN IN THE TITLE AND THE SURVEYOR'S CERTIFICATION ON SHEET 2.

SHEET INDEX

- 1-COVER SHEET
- 2-SURVEY PLAN
- 3-SITE PLAN
- 4-UTILITY PLAN
- 5-FLOOR PLAN UNITS 1-8 & 19-26
- 6-ELEVATION SECTIONS UNITS 1-8 & 19-26
- 7-FLOOR PLAN UNITS 9-18
- 8-ELEVATION SECTIONS UNITS 9-18

PROPOSED DATE: JUNE 26, 2019

ROBERT J. ARNOLD, JR.  
LICENSED PROFESSIONAL SURVEYOR NO. 52471  
BMJ ENGINEERS & SURVEYORS, INC.  
519 HURON AVENUE  
PORT HURON, MI 48060  
(810)-984-5596

EXHIBIT B

BMJ  
ENGINEERS & SURVEYORS  
INC.  
CIVIL ENGINEERS & LAND SURVEYORS  
519 HURON AVENUE  
PORT HURON, MI 48060  
TEL: 810-984-5596 FAX: 810-984-5700  
WWW.BMJINC.COM EMAIL: rna@bmjinc.com

HIDDEN HARBOR CONDOMINIUMS  
MARINE CITY, ST. CLAIR COUNTY, MI

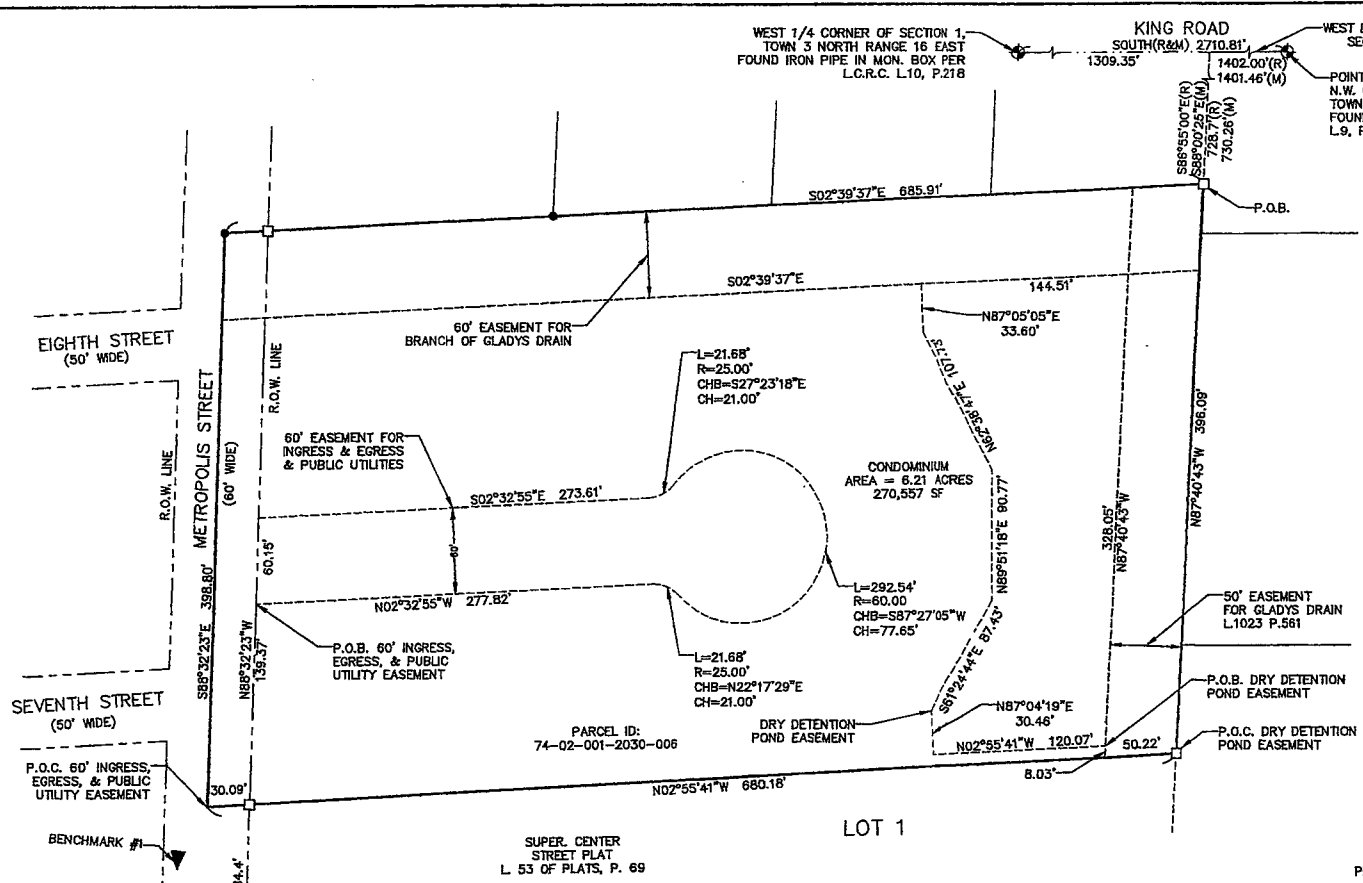
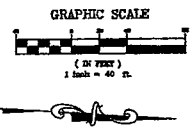
COVER SHEET

DATE: 06/11/19  
DESIGNER: SJS  
DRAWN: MCD  
CHECKED: RJA  
JOB NO. 190320  
SHEET 1 OF 8

WEST 1/4 CORNER OF SECTION 1,  
TOWN 3 NORTH RANGE 16 EAST  
FOUND IRON PIPE IN MON. BOX PER  
L.C.R.C. L10, P.218

KING ROAD  
SOUTH(R&M) 2710.81'  
1309.35'

WEST LINE OF SECTION 1  
POINT OF COMMENCEMENT  
N.W. CORNER OF SECTION 1,  
TOWN 3 NORTH RANGE 16 EAST  
FOUND REMON. PER L.C.R.C.  
L.9, P.207



**BENCHMARK NOTE:**  
BM #: 585.11  
DESCRIPTION: ATOP FOUND LAG SCREW ON NORTH FACE OF POLE SOUTH SIDE OF METROPOLIS IN FRONT OF HOUSE #171.

- LEGEND**
- SET CONCRETE MONUMENT
  - FOUND IRON
  - ⊕ SECTION CORNER

PROPOSED DATE: JUNE 29, 2019

I, ROBERT J. ARNOLD JR., A PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY, THAT THE SUBDIVISION PLAN KNOWN AS ST. CLAIR COUNTY CONDOMINIUM NO. \_\_\_\_\_ AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION; THAT THERE ARE NO ENCROACHMENTS EXISTING UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

DATE \_\_\_\_\_  
ROBERT J. ARNOLD, JR.  
LICENSED PROFESSIONAL SURVEYOR NO. 52471  
BMJ ENGINEERS & SURVEYORS, INC.  
519 HURON AVENUE  
PORT HURON, MI 48060  
(810)-984-5596

CIVIL ENGINEERS & LAND SURVEYORS  
615 HURON AVE. PORT HURON, MI 48060  
TEL: (810) 984-5596 FAX: (810) 984-5597  
Web Page: www.bmjinc.com Email: mail@bmjinc.com

**BMJ**

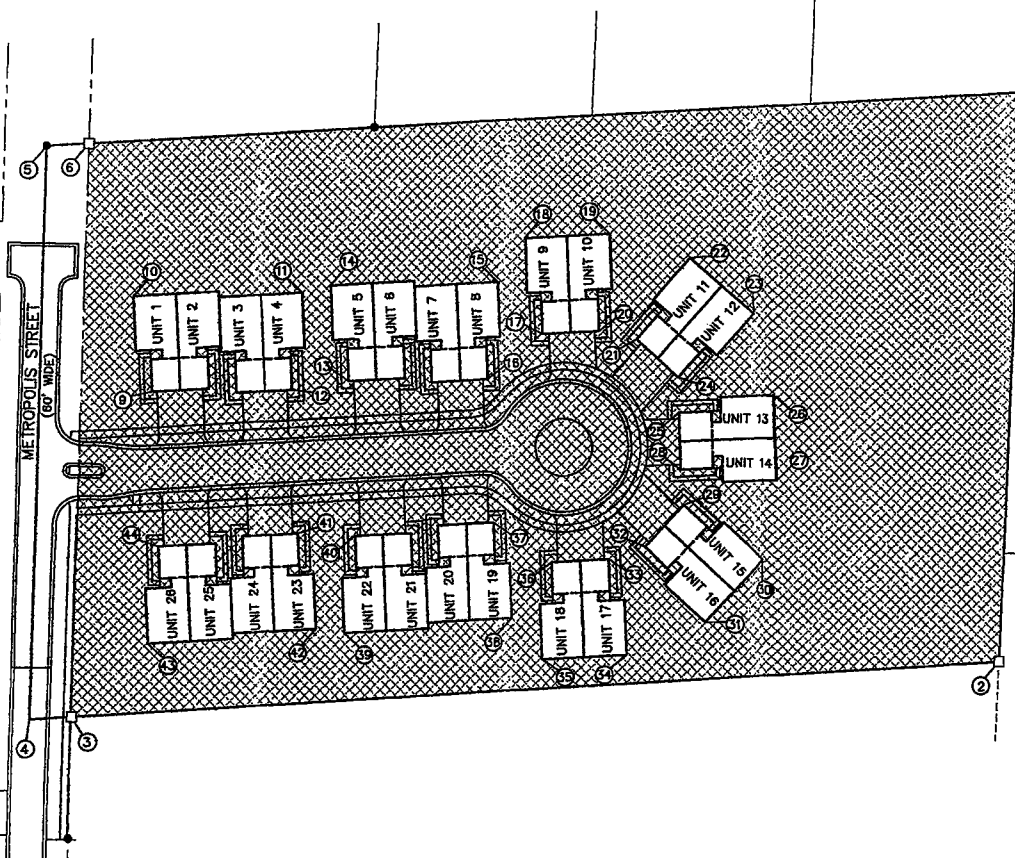
HIDDEN HARBOR CONDOMINIUMS  
MARINE CITY, ST. CLAIR COUNTY, MI

SURVEY PLAN

DATE: 06-20-19  
DESIGNED: SJS  
DRAWING: MCO  
CHECK: FLA  
JOB NO. 190023  
SHEET 2 OF 4



KING ROAD



METROPOLIS STREET  
(60' WIDE)

**ZONING**

PARCEL SIZE: 6.2 ACRES

CURRENT ZONING: R-M MULTIPLE FAMILY RESIDENTIAL  
CURRENT USE: AGRICULTURE

PROPOSED ZONING: R-M MULTIPLE FAMILY RESIDENTIAL  
PROPOSED USE: MULTI-FAMILY CONDOMINIUMS

ADJACENT ZONING DISTRICTS:

- NORTH: I-1 LIGHT INDUSTRIAL
- SOUTH: R-1A ONE FAMILY RESIDENTIAL
- EAST: R-1A ONE FAMILY RESIDENTIAL
- WEST: I-1 LIGHT INDUSTRIAL

LOT SIZE REQUIREMENTS: LESS THAN THE SQUARE FOOTAGE OF ROOMS GREATER THAN 80 SFT DIVIDED BY 1200.  
- EXCLUDES KITCHEN, DINING AND BATHROOM

MAXIMUM LOT COVERAGE BY BUILDINGS: 35% (31.9% PROVIDED)

MAXIMUM HEIGHT: 25 FEET (2 STORIES) (1 STORY PROVIDED)

MINIMUM SETBACKS:

- FRONT: 25 FEET (25 FEET PROVIDED)
- REAR: 40 FEET (40 FEET PROVIDED)
- SIDE: 8 FEET (8 FEET PROVIDED)

MINIMUM BUILDING SPACES:

- FRONT TO FRONT: 60 FEET (100 FEET PROVIDED, MIN.)
- SIDE TO SIDE: 20 FEET (20 FEET PROVIDED, MIN.)
- CORNER TO CORNER: 15 FEET (21.5 FEET PROVIDED, MIN.)

COORDINATE TABLE		
COORDINATE	NORTHING	EASTING
1	5000.00	5000.00
2	4983.96	5395.76
3	4334.71	5428.97
4	4304.67	5430.51
5	4314.83	5031.84
6	4344.87	5030.44
7	5025.40	4270.18
8	6426.86	4270.18
9	4389.42	5203.26
10	4376.44	5136.59
11	4494.87	5135.32
12	4487.86	5202.89
13	4527.65	5197.11
14	4514.67	5130.44
15	4633.10	5129.17
16	4626.09	5196.74
17	4664.17	5165.48
18	4651.86	5098.78
19	4710.90	5096.15
20	4703.89	5163.71
21	4730.17	5169.87
22	4767.80	5113.43

COORDINATE TABLE		
COORDINATE	NORTHING	EASTING
23	4811.99	5152.68
24	4759.90	5196.27
25	4760.50	5220.72
26	4827.37	5208.36
27	4829.16	5268.43
28	4761.70	5260.47
29	4763.85	5285.07
30	4819.61	5323.86
31	4779.08	5366.88
32	4736.58	5314.01
33	4710.96	5322.47
34	4723.94	5369.14
35	4864.90	5391.77
36	4671.24	5324.24
37	4630.53	5296.49
38	4643.52	5363.16
39	4525.44	5372.42
40	4532.45	5304.86
41	4492.30	5302.64
42	4505.28	5369.31
43	4387.21	5378.57
44	4394.21	5311.01

**LEGEND**

- SET CONCRETE MONUMENT
- FOUND IRON
- ⊙ COORDINATE POINT
- ▨ GENERAL COMMON ELEMENT

PROPOSED DATE: JUNE 26, 2019

ROBERT J. ARNOLD, JR.  
LICENSED PROFESSIONAL SURVEYOR NO. 52471  
BMJ ENGINEERS & SURVEYORS, INC.  
519 HURON AVENUE  
PORT HURON, MI 48060  
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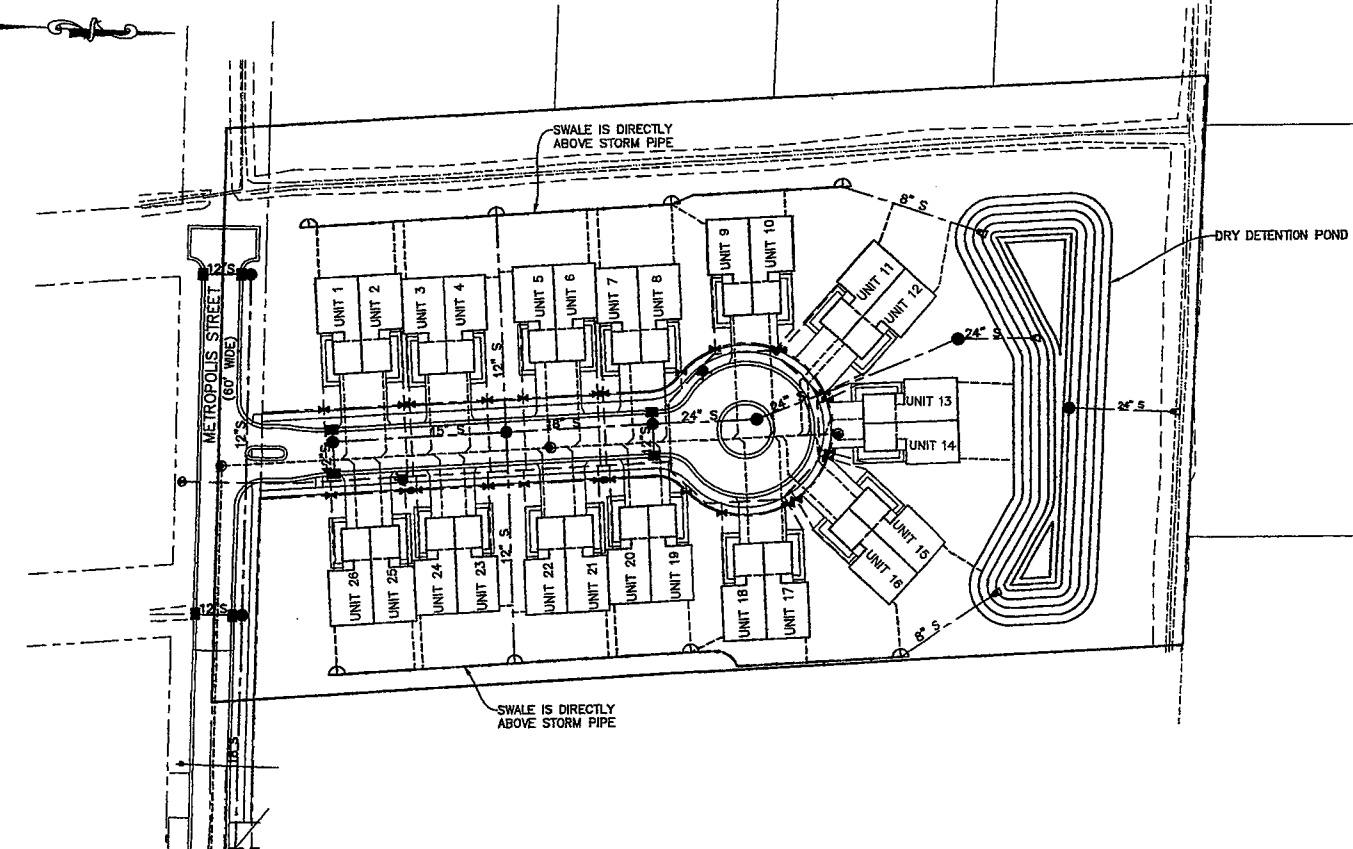
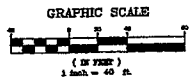
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519 HURON AVE. PORT HURON, MI 48060  
WWW.BMJENGINEERS.COM E-MAIL: MAIL@BMJINC.COM



HIDDEN HARBOR CONDOMINIUMS  
MARINE CITY, ST. CLAIR COUNTY, MI

SITE PLAN

DATE: 06/26/19  
DRAWN: SBT  
CHECKED: WLD  
CRD: RJA  
JOB NO. 19020  
SHEET 3 OF 8



**LEGEND**

- 4" G --- EXISTING GAS LINE
- E --- EXISTING UNDERGROUND ELECTRIC
- --- EXISTING DITCH
- --- EXISTING CULVERT
- EXISTING UTILITY POLE
- > PROPOSED WATER COURSE
- --- PROPOSED STORM SEWER
- --- PROPOSED SUMP LEAD
- PROPOSED STORM MANHOLE
- PROPOSED CATCH BASIN
- △ PROPOSED INLET
- S --- PROPOSED SANITARY SEWER
- --- PROPOSED SANITARY SERVICE LEAD
- PROPOSED SANITARY MANHOLE
- W --- PROPOSED WATERMAIN
- --- PROPOSED WATER SERVICE LEAD
- PROPOSED HYDRANT (T TYPE)
- --- PROPOSED GATE VALVE & BOX

**UTILITY CONTACTS**

THE EXISTING UTILITIES LISTED BELOW AND SHOWN ON THESE PLANS REPRESENT THE BEST INFORMATION AVAILABLE. INFORMATION DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO BE SURE AS TO ITS ACCURACY AND THE LOCATION OF EXISTING UTILITIES.

- |   |  |
|---|--|
| <p><b>SANITARY SEWER &amp; WATER</b><br/>                 MARINE CITY D.P.W.<br/>                 ATTN: MARK TROSH<br/>                 514 SOUTH PARKER STREET<br/>                 MARINE CITY, MI 48039<br/>                 PHONE: (810)-765-9711</p> | <p><b>STORM WATER</b><br/>                 ST. CLAIR COUNTY DRAIN COMMISSION<br/>                 ATTN: ROBERT WILEY<br/>                 21 AIRPORT DRIVE<br/>                 ST. CLAIR, MI 48079<br/>                 PHONE: (810)-364-3369</p> |
| <p><b>GAS</b><br/>                 SENCOR ENERGY<br/>                 ATTN: CHUCK BLOK<br/>                 2220 16TH STREET<br/>                 PORT HURON, MI 48060<br/>                 PHONE: (800)-824-2019</p>                                     | <p><b>ELECTRIC</b><br/>                 DTE ENERGY<br/>                 301 GRAYTOT BOULEVARD<br/>                 MARYSVILLE, MI 48040<br/>                 ATTN: STEVE KANOSKI<br/>                 PHONE: (586)-412-4756</p>                    |
| <p><b>CABLE</b><br/>                 COMCAST CABLE COMMUNICATIONS<br/>                 ATTN: WARREN SETTY<br/>                 26266 TELEGRAPH ROAD<br/>                 SOUTHFIELD, MI 48033<br/>                 PHONE: (313)-294-8081</p>              | <p><b>TELEPHONE</b><br/>                 AT&amp;T ENGINEERING<br/>                 ATTN: GLEN SCHWINSKI<br/>                 2020 BANCROFT STREET<br/>                 PORT HURON, MI 48060<br/>                 PHONE: (810)-984-7018</p>         |

PROPOSED DATE: JUNE 28, 2019

ROBERT J. ARNOLD, JR.  
 LICENSED PROFESSIONAL SURVEYOR NO. 52471  
 BMJ ENGINEERS & SURVEYORS, INC.  
 519 HURON AVENUE  
 PORT HURON, MI 48060  
 (810)-984-5596

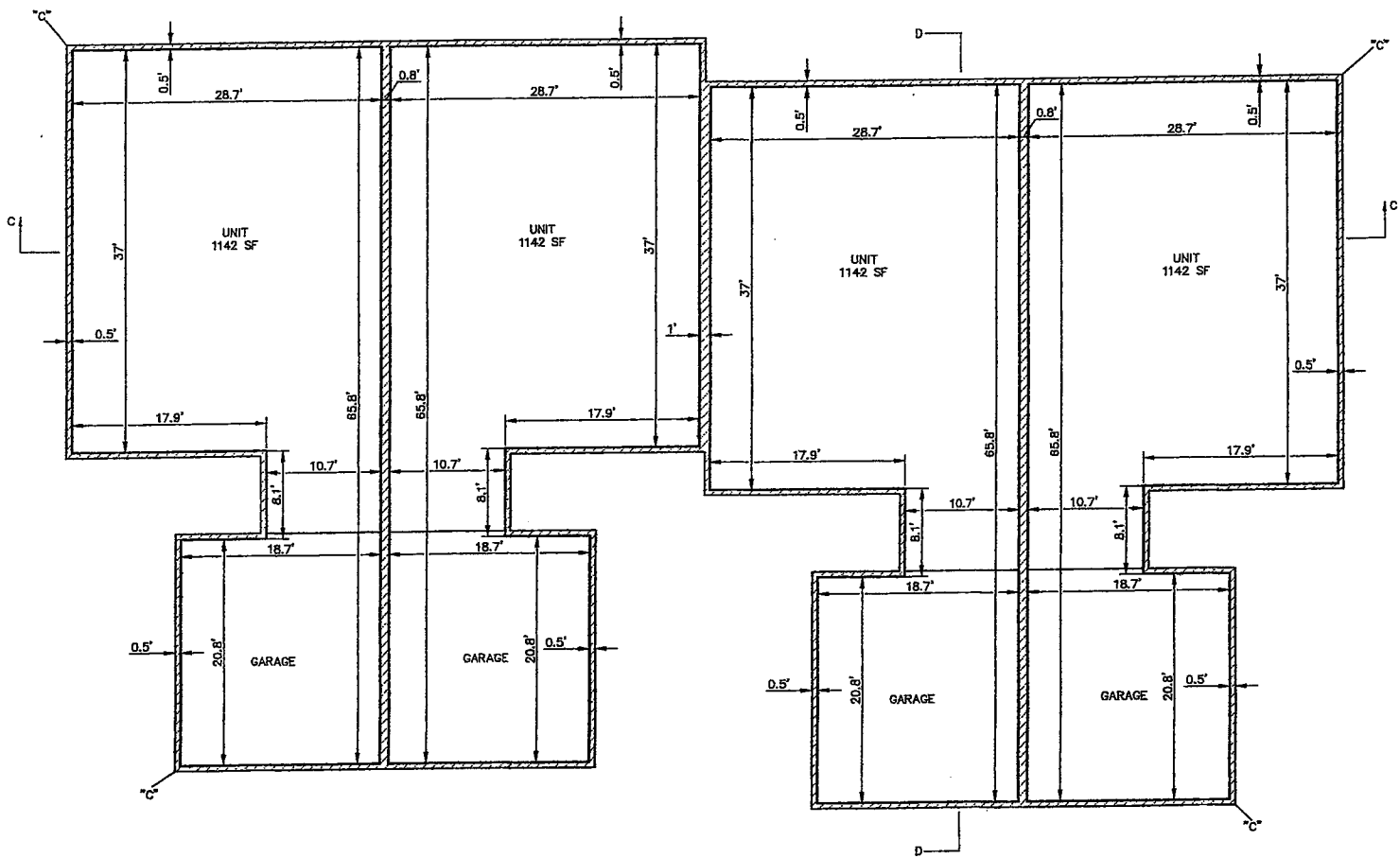




LEGEND

- "C" COORDINATE POINT
- LIMITED COMMON ELEMENT

- NOTE:
1. ALL WALLS ARE RIGHT ANGLES UNLESS OTHERWISE NOTED.
  2. WALLS ARE CONSTRUCTED AT RIGHT ANGLES TO FLOOR AND CEILING.
  3. ALL OWNERSHIP LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE NOTED.

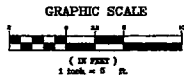


FLOOR PLAN  
UNITS 1-8 & 19-26

PROPOSED DATE: JUNE 26, 2019

ROBERT J. ARNOLD, JR.  
LICENSED PROFESSIONAL SURVEYOR NO. 52471  
BMJ ENGINEERS & SURVEYORS, INC.  
519 HURON AVENUE  
FORT HURON, MI 48060  
(810)-984-5596

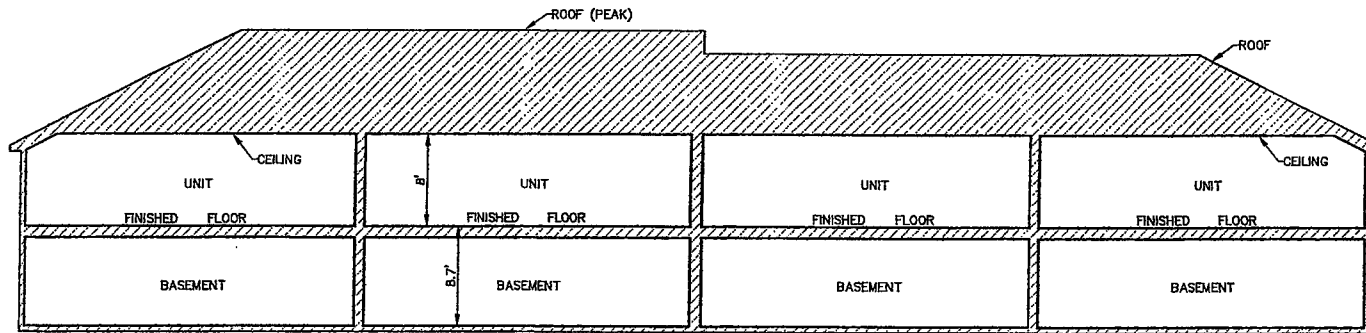
CIVIL ENGINEERS & LAND SURVEYORS  
 519 HURON AVENUE  
 FORT HURON, MI 48060  
 TEL: 810-984-5596 FAX: 810-984-7790  
 WWW: www.bmjinc.com Email: mail@bmjinc.com  
**BMJ**  
 ENGINEERS & SURVEYORS  
 HIDDEN HARBOR COVINGTONS  
 MARINE CITY, ST. CLAIR COUNTY, MI  
 FLOOR PLAN  
 UNITS 1 - 8 & 19 - 26  
 DATE: 06-26-19  
 DRAWN: GJM  
 CHECK: MGD  
 CRED: RJA  
 JOB NO. 190330  
 SHEET 8 OF 9



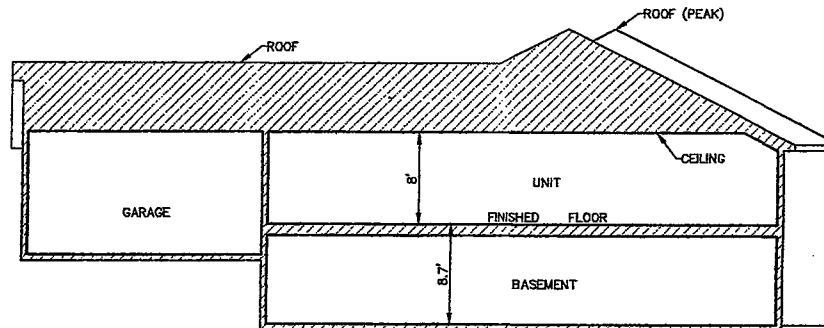
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  3. ALL OWNERSHIP LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE NOTED.

LEGEND

 LIMITED COMMON ELEMENT



SECTION C-C  
UNITS 1-8 & 19-26



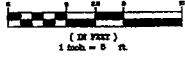
SECTION D-D  
UNITS 1-8 & 19-26

PROPOSED DATE: JUNE 26, 2019

ROBERT J. ARNOLD, JR.  
LICENSED PROFESSIONAL SURVEYOR NO. 52471  
BMJ ENGINEERS & SURVEYORS, INC.  
519 HURON AVENUE  
PORT HURON, MI 48060  
(810)-984-5596

CIVIL ENGINEERS & SURVEYORS  
 519 HURON AVE. PORT HURON, MI 48060  
 TEL: 810-984-5598 FAX: 810-984-4780  
 Web Page: www.bmjinc.com Email: mail@bmjinc.com  
**BMJ**  
 ENGINEERS & SURVEYORS, INC.  
 HIDDEN HARBOR CONDOMINIUMS  
 MARINE CITY, ST. CLAIR COUNTY, MI  
 ELEVATION PLAN  
 UNITS 1 - 8 & 19 - 26  
 DATE: 06/26/19  
 DESIGNED: SJC  
 DRAWN: MOD  
 CHECK: RJA  
 JOB NO. 190920  
 SHEET # OF #

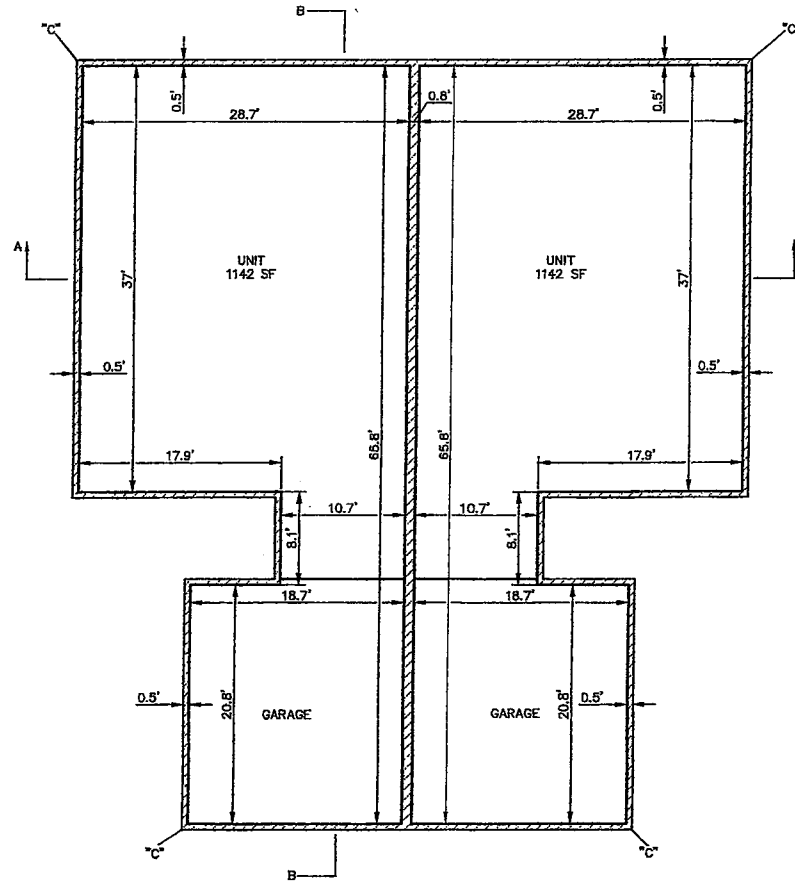
GRAPHIC SCALE



LEGEND

- "C" COORDINATE POINT
- LIMITED COMMON ELEMENT

- NOTE:
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  3. ALL OWNERSHIP LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE NOTED.



FLOOR PLAN  
UNITS 9-18

PROPOSED DATE: JUNE 26, 2019

ROBERT J. ARNOLD, JR.  
LICENSED PROFESSIONAL SURVEYOR NO. 52471  
BMJ ENGINEERS & SURVEYORS, INC.  
519 HURON AVENUE  
PORT HURON, MI 48060  
(810)-984-5596

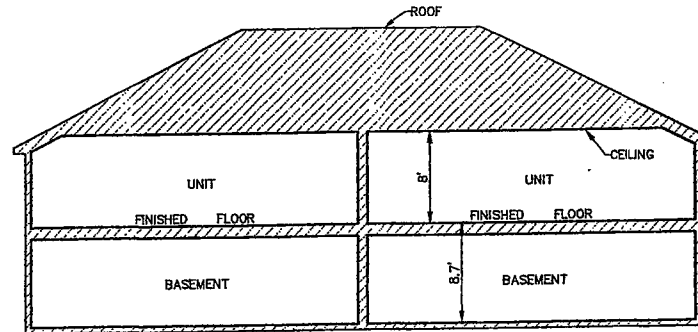
CIVIL ENGINEERS & LAND SURVEYORS  
 519 HURON AVE. PORT HURON, MI 48060  
 WWW.BMJENGINEERS.COM    Email: rjarnold@bjm.com  
**BMJ**  
 ENGINEERS & SURVEYORS, INC.  
 HIDDEN HARBOR CONDOMINIUMS  
 MADRID CITY, ST. CLAIR COUNTY, MI  
 FLOOR PLAN  
 UNITS 9 - 18  
 DATE: 06-26-19  
 DESIGNED: SJC  
 DRAWN: MOC  
 CHECK: RJA  
 JORNAL 190929  
 SHEET 7 OF 8



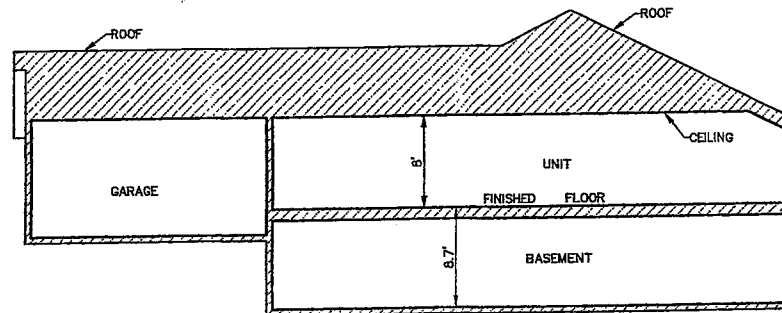
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 3. ALL OWNERSHIP LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE NOTED.

LEGEND

LIMITED COMMON ELEMENT



SECTION A-A  
UNITS 9-18



SECTION B-B  
UNITS 9-18

PROPOSED DATE: JUNE 26, 2019

ROBERT J. ARNOLD, JR.  
 LICENSED PROFESSIONAL SURVEYOR NO. 52471  
 BMJ ENGINEERS & SURVEYORS, INC.  
 519 HURON AVENUE  
 PORT HURON, MI 48060  
 (810)-984-5596

CIVIL ENGINEERS & LAND SURVEYORS  
 519 HURON AVE. PORT HURON, MI 48060  
 Web Page: www.bmjinc.com Email: mail@bmjinc.com

**BMJ**  
 ENGINEERS & SURVEYORS, INC.

HIDDEN HARBOR CONDOMINIUMS  
 MARINE CITY, ST. CLAIR COUNTY, MI

ELEVATION PLAN  
 UNITS 9 - 18

DATE	06-26-19
DESIGNED BY	BMJ
DRAWN BY	BMJ
CHECKED BY	BMJ
DATE PLOTTED	10/23/19
SHEET NO.	5 OF 8

**AGREEMENT FOR MAINTENANCE OF PRIVATE ROAD**

**THIS AGREEMENT FOR MAINTENANCE OF PRIVATE ROAD**  
("Declaration") is made this \_\_\_\_ day of \_\_\_\_\_, 2020,  
by **JF CONSTRUCTION, INC.** (the "Developer"), a Michigan corporation  
whose address is 6800 King Road, Marine City, Michigan 48039 and **THE  
HIDDEN HARBOR CONDOMINIUM ASSOCIATION**, a Michigan non-profit  
corporation (the "Association"), whose initial address is 6800 King  
Road, Marine City, Michigan 48039.

**RECITALS**

A. JF Construction, Inc. is the Developer of a Condominium project in St. Clair County designated as St. Clair County Condominium Plan # \_\_\_\_\_, which has been or will be created on the land described on Exhibit A.

B. Located upon the property of the Condominium project is a roadway, (hereinafter "Roadway"), which is immediately adjacent to the public right-of-way, namely Metropolis Street, which roadway shall serve to allow ingress and egress to the Units located within the project.

C. That it is anticipated that the roadway will be dedicated to the general public and will become a public road; however, in the event the roadway does not become a public road, or in the event that the roadway does not become a public road, then in that event Developer and the Association seek to set forth the rights and obligations of the parties regarding road maintenance and upkeep after the construction of the Condominium Project.

D. That the parties agree that until such time as the roadway becomes a public road, and after the initial construction of the roadway by Developer, the Association shall be responsible for the administration, maintenance, upkeep, repair, replacement and improvements of the roadway which shall comply with all current requirements of the City of Marine City, or any other municipality having jurisdiction over the roadway or the Project, during any time while the roadway is a private road.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. As part of the construction and development of the Condominium Project, Developer shall construct the roadway to be situated within the project pursuant to and consistent with the construction plans.

2. That following the construction of the roadway, the Association shall be responsible for the administration, maintenance, upkeep, repair, replacement and improvements of the roadway which shall comply with all current requirements of the City of Marine City, or any other municipality having jurisdiction over the roadway or the Project, during any time while the roadway is a private road.

3. Notwithstanding anything to the contrary, the Association may dedicate to the public the roadway as established by the Condominium Project. In the event of any such dedication, the Association shall cause an amendment to be made to this Declaration and to be duly recorded in order to properly reflect such dedication. Nothing stated in this Declaration is intended to suggest the dedication will occur. Acceptance of a dedication is a decision solely within the discretion of the public body with jurisdiction over roads

4. The costs of the administration, maintenance, upkeep, repair, replacement, improvements and insurance of the roadway shall be considered expenses of administration of the Condominium Project and shall be the obligation of the Association. All decisions related to administration of the roadway, while same is a non-public road, shall be made solely by the Association in its sole and absolute discretion. The costs and expenses shall be deemed to include, by way of example but not as a limitation, snow removal, road clearing, road patching, re-paving, insurance, repairs and replacement of the roads.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, this Declaration was executed as of the day and year first written above.

SIGNED BY:

JF Construction, Inc., a  
Michigan Corporation

---

By: Jay J. Folske  
Its: President

The Hidden Harbor Condominium  
Association, a Michigan non-profit  
Corporation

---

By: Jay J. Folske  
Its: President

STATE OF MICHIGAN        )  
                                  ) ss  
COUNTY OF ST. CLAIR    )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Jay J. Folske, President of JF Construction, Inc. and The Hidden Harbor Condominium Association.

---

Notary Public for St. Clair County, Mi  
Acting in St. Clair County, Michigan  
My commission expires:

**AGREEMENT FOR MAINTENANCE OF RETENTION POND**

**THIS AGREEMENT FOR MAINTENANCE OF RETENTION POND** ("Declaration") is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by **JF CONSTRUCTION, INC.** (the "Developer"), a Michigan corporation whose address is 6800 King Road, Marine City, Michigan 48039 and **THE HIDDEN HARBOR CONDOMINIUM ASSOCIATION**, a Michigan non-profit corporation (the "Association"), whose initial address is 6800 King Road, Marine City, Michigan 48039.

**RECITALS**

A. JF Construction, Inc. is the Developer of a Condominium project in St. Clair County designated as St. Clair County Condominium Plan # \_\_\_\_\_, which has been or will be created on the land described on Exhibit A.

B. Located upon the property of the Condominium project are various forms of utilities as used in and necessary for residential use, including a dry retention pond, which is designed for purposes of accommodating storm water run-off, hereinafter referred to as "Retention Pond."

C. That the Developer and the Association seek to set forth the rights and obligations of the parties regarding the upkeep, use and maintenance of the Retention Pond after the construction of the Condominium Project.

D. That the parties agree that after the initial construction of the Retention Pond by Developer, the Association shall be responsible for the administration, maintenance, upkeep, repair, replacement and improvements of the Retention Pond which shall comply with all current requirements of the City of Marine City, or any other municipality or governmental agency, having jurisdiction over the Retention Pond with respect to storm water and/or storm water retention and run-off located on the Project.



**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. As part of the construction and development of the Condominium Project, Developer shall construct the Retention Pond to be situated within the project, pursuant to and consistent with the construction plans, and consistent with any and all required rules and regulations of governmental agencies having jurisdiction over the Retention Pond.

2. That following the construction of the Retention Pond, the Association shall be responsible for the administration, maintenance, upkeep, repair, replacement and improvements of the Retention Pond, and shall comply with all current rules and regulations of the City of Marine City, or any other governmental agency having jurisdiction over the Retention Pond on the Project.

3. The costs of the administration, maintenance, upkeep, repair, replacement, improvements and insurance of the Retention Pond shall be considered expenses of administration of Condominium Project and shall be the obligation of the Association. All decisions related to administration of the Retention Pond shall be made solely by the Association in its sole and absolute discretion.

IN WITNESS WHEREOF, this Declaration was executed as of the day and year first written above.

SIGNED BY:

JF Construction, Inc., a  
Michigan Corporation

---

By: Jay J. Folske  
Its: President

The Hidden Harbor Condominium  
Association, a Michigan non-profit  
Corporation

---

By: Jay J. Folske  
Its: President

STATE OF MICHIGAN        )  
                                  ) ss  
COUNTY OF ST. CLAIR    )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Jay J. Folske, President of JF Construction, Inc. and The Hidden Harbor Condominium Association.

---

Notary Public for St. Clair County, Mi  
Acting in St. Clair County, Michigan  
My commission expires:

## Petition To Route All Traffic From Condo Development to King Rd

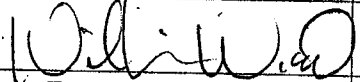
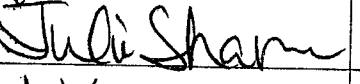
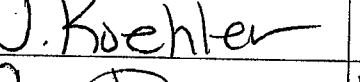
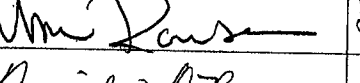
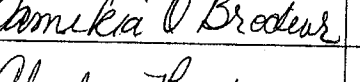
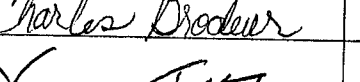
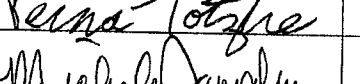
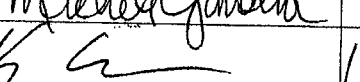
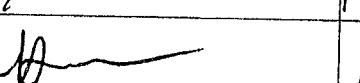
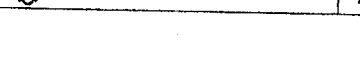
Petition summary and background	The local residents oppose the use of Fourth St, Fifth St, Sixth St, Butler St, Murray Court and Metropolis street for traffic associated with the condo development located West of Metropolis St. Marine City
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to route all traffic from development, construction, and eventual residents for the condos to King Rd. The ingress and egress should be off King Rd, which is better suited to withstand the weight of the construction vehicles and additional traffic associated with the development. Local side streets are already congested due to parking along the curbs and pedestrian foot traffic. Adding additional construction traffic and resident traffic will create an amount of traffic that these side streets are not designed for. These quiet side streets have many families with children, who did not intend to live on a bustling, busy, main road. For the preservation of the roads and the safety of the children, our leaders must make the new condo development's entrance and exit on King Rd.

Printed Name	Signature	Address	Comment	Date
DONALD	B. SCORNER	183 N FOURTH		8-1
Stefan Mackey	Stefan Mackey	540 W. Blvd		8-1
Angela Mackey	Angela Mackey	540 West Blvd mc		8-1
Holly Horneffer	Holly Horneffer	207 Butler street	Absolutely NOT!	8-1
Shelly Graw	Shelly Graw	215 Butler St		8-1
Stephen	Czekiel	347 Butler st	NO	8-1
Bayan Voss	B	215 N. PARKER	NO	8-1
Ruth Romo	Ruth Romo	171 N. 4 <sup>th</sup>	No	8-1
RICHARD BISKNER	RICK BISKNER	171 N. 16 <sup>th</sup>	NO	8-1
SALMADGE COY	Salmadge M. Coy	910 METROPOLIS ST	NO	8-1



## Petition To Route All Traffic From Condo Development to King Rd

Petition summary and background	The local residents oppose the use of Fourth St, Fifth St, Sixth St, Butler St, Murray Court and Metropolis street for traffic associated with the condo development located West of Metropolis St. Marine City
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Printed Name	Signature	Address	Comment	Date
William Ward		131 N. FIFTH MARINE CITY		7/31/19
Judi Sham		131 N. FIFTH MC		7/31/19
J. Koehl		139 N. FIFTH MC		7-31-19
A. Ramsey		139 N. FIFTH MC		7-3-19
Tamikia Brodeur		158 N FIFTH ST M.C.		7-31-19
Chuck Brodeur		158 W FIFTH ST MC.		7-31-19
Verna Totzke		151 N FIFTH ST MC		7-31-19
Michele Jandron		165 N. FIFTH ST MC		7-31-19
Keith Currier		162 N. FIFTH ST. MC		7-31-19
Amy Currier		162 N FIFTH ST MC		7-31-19

## Petition To Route All Traffic From Condo Development to King Rd

Petition summary and background	The local residents oppose the use of Fourth St, Fifth St, Sixth St, Butler St, Murray Court and Metropolis street for traffic associated with the condo development located West of Metropolis St. Marine City
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Printed Name	Signature	Address	Comment	Date
MARTIN ROSTE	<i>Mark A Rose</i>	710 METROPOLIS ST	DONT TEAR UP OUR STREETS.	7-31-19
Debra Nickelson	<i>Debra Nickelson</i>	714 Metropolis St	Keep our quiet streets	7-31-19
PIANE SIMON	<i>Piane Simon</i>	174 N 5 <sup>TH</sup> ST		7-31-19
GERALDINE M. ROSE	<i>Geraldine M. Rose</i>	710 Metropolis St.		7-31-19
LONNIE FRANK	<i>Lonnie Frank</i>	101 Murray Ct	DONT PUT THEM IN W <sup>AY</sup>	7-31-19
Barb Frank	<i>Barbara Frank</i>	101 Murray Ct	Don't Allow	7-31-19
MARGARET DUVALL	<i>Margaret Duvall</i>	103 Murray Ct.	Don't Allow	7-31-19
WAYMAN DUVALL	<i>Wayman Duvall</i>	113 MURRAY CT.	" "	7-31-19
RICHARD MARTIN	<i>R. Martin</i>	111 MURRAY CT	" "	7-31-19
Richard Wood	<i>Richard Wood</i>	145 N. 6 <sup>TH</sup> ST	" "	7-31-19

Printed Name	Signature	Address	Comment	Date
Deanna Wood		145 N. 6th St	''	7-31-19
Betty Babel		162 N. 6th St	Don't allow	7-31-19
Melvin Babel		162 N 6th St	Don't allow	7-31-19
Chelsea Marcath		152 N. 6th St.	Don't allow	7-31-19
Ray Marcath		152 N. 6th St.	Don't allow	7-31-19
Brett Coppers		630 WEST PLD	Don't allow	7-31-19
Jeremy Schen		131 N. 4th St	Don't allow	7-31-19
Heather Schen		131 N 4th St	Don't allow	7/31/19
Kevin Ward		150 N 4th St	Don't allow	7-31-19
Teresa Ward		150 N. 4th St	Don't allow	7/31/19
<sup>SUZE</sup> Suze Biscorner		143 N. 4th St	Don't allow	7/31/19
<del>Kate Biscorner</del>		143 N 4th St	DONT ALLOW	7-31-19
DAVE VANDERKAM		832 Metropolitan	- NO -	8-1-19
Coleen Curran		168 W. 6th	NO -	8-1-19
Julia Collins		235 N. 4th	NO WAY	8/1/19
		183 N 4th	NO	8/1/19

~~CAROL BISCORNER~~ Carol Biscorner

# REZONING APPLICATION

**CITY OF MARINE CITY, MICHIGAN**  
303 S. Water Street, Marine City, Michigan 48039

Regular meetings of the Planning Commission are held on the second Monday of each month. Applications for rezoning shall be filed at least thirty (30) days prior to the next regular scheduled meeting. Application fee of \$200.00 must be paid in full before your application is added to the Agenda. Applicant will reimburse the City of Marine City for all Planning Consultant fees and publication costs, if required, prior to being placed on the Agenda.

**Property sought to be rezoned:**

Address: DEGURSE AVE MARINE CITY MI 48039  
Street City State Zip

Parcel #: 74-02-001-2001-001 Acreage: 8.29

Frontage: 399.43' (GLADYS) & 700.07' (DEGURSE) feet Depth: VARIES feet

Located between DEGURSE Street, and GLADYS Street

Legal Description: SEE ATTACHED

Copy of Legal Description Attached.

Present Zoning R-M

Proposed Zoning: R-1A

- |                               |                               |                                    |
|-------------------------------|-------------------------------|------------------------------------|
| R-1A One-Family Residential   | R-1B One-Family Residential   | R-M Multiple-Family Residential    |
| B-1 Central Business District | B-2 General Business District | W-M Waterfront Recreation & Marina |
| I-1 Light Industrial          | I-2 Heavy Industrial          | MHP Mobile Home Park               |
| P-1 Vehicular Parking         |                               |                                    |

Present Land Use: VACANT  
CONDOMINIUMS

Proposed Land Use: SINGLE FAMILY DETACHED

Proposed Building(s): 12 SINGLE FAMILY HOMES



REZ # \_\_\_\_\_

Please submit 10 folded copies of a boundary survey, topographic survey, plot or site plans showing the lot or parcel in question and the intended layout which will be helpful in consideration of this application. These prints are made a part of this petition and are drawn to scale.

Property Owner(s) Name: CHARLES BEATTIE

Address: 780 S. WATER STREET MARINE CITY MI 48039  
Street City State Zip

Phone: 810-765-5343 Fax: N/A Email: N/A

Applicant(s) Name: CHARLES BEATTIE

Address: 780 S. WATER STREET MARINE CITY MI 48039  
Street City State Zip

Phone: 810-765-5343 Fax: N/A Email: N/A

I (We), the undersigned, do hereby make application to and petition the Planning Commission to amend the City Zoning Ordinance and change the Zoning Map of the City of Marine City as hereinafter requested, and in support of this application.

I (We) have attached a statement hereto indicating why, in my opinion, the change requested is necessary for the preservation and enjoyment of substantial property rights, and why such change will not be detrimental to the public welfare, nor the property of other persons located in the vicinity thereof.

Property Owner's Signature: Charles W Beattie

Dated: 6-4-20

Applicant's Signature: Charles W Beattie

Dated: 6-4-20

REZ # \_\_\_\_\_

Return to: City of Marine City  
303 South Water Street  
Marine City, Michigan 48039

**OFFICE USE**

Fee Amount Paid: \$1,200.00 Date Paid: 7-9-2020

Reviewed by: Tracy Kallala \_\_\_\_\_  
Building Official City Manager

PLANNING COMMISSION'S RECOMMENDATION TO CITY COMMISSION:

Approve: \_\_\_\_\_

Denied: \_\_\_\_\_

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

**PUBLIC NOTICE**

**CITY OF MARINE CITY  
PLANNING COMMISSION**

Residents, owners of real property, and other interested persons, please take notice that the City of Marine City Planning Commission will hold a Public Hearing on Monday, August 10, 2020 at 7:00 pm in the Marine City Fire Hall, 200 South Parker Street, Marine City, MI 48039 to consider an application for rezoning as follows:

**ZONING CASE NO. 20-01:**

**Applicant Charles Beattie**, is requesting the rezoning of his property located on Degurse Avenue, Marine City from Zoning R-M Multiple-Family Residential, to R-1A One-Family Residential. The legal description of the subject property, as currently shown on the tax roll, is as follows:

**Parcel # 74-02-001-2001-001**

**BEG AT NE COR LOT 11 SUPERVISORS CENTER STREET PLAT, TH S 0D 6M 50S E 54.45', TH S 85D 8M 10S E 399.43', TH N 4D 51M 50S E 242.18', TH S 85D 8M 10S E 173', TH S 62D 45M 52S E 69.07', TH N 43D 46M 39S E 195.41', TH N 62D 44M 8S W 271.18', TH N 27D 15M 52S E 30', TH N 62D 44M 8S W 428.89', TH S 6D 43M 50S W 231.93', TH N 62D 40M 46S W 275.71', TH S 6D 38M 0S W 481.7', TH S 85D 2M 20S E 149.27' TO BEG SECTION 1 T3N R16E 8.29 A SPLIT ON 02/15/2006 FROM 02-001-2001-000;**

Citizen comments are welcome and may be given in person at the Public Hearing. Written comments will also be received at the Marine City Offices, Planning Commission, 303 South Water Street, Marine City, Michigan 48039, until 5:00 pm on August 10, 2020. The application is on file at the City Offices and may be inspected during regular business hours.

Kristen Baxter  
City Clerk  
July 23, 2020



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74-02-001-1013-200  
BAAB LLC  
7249 FLAMINGO  
CLAY, MI 48001

74-02-450-0009-000  
GRUBB JOHN F  
PO BOX 40  
MIO, MI 48647

74-02-001-2019-000  
REDFORD WEST LLC  
24300 JOY RD  
REDFORD, MI 48239

74-02-001-2001-200  
SIMONS LARRY/JUDITH  
1580 MEISNER RD  
EAST CHINA, MI 48054

74-02-001-2001-225  
SIMONS LARRY/JUDITH  
1580 MEISNER RD  
EAST CHINA, MI 48054

74-02-001-2022-600  
CHARTER TWP OF EAST CHINA  
5111 RIVER RD  
EAST CHINA, MI 48054-4178

74-02-375-0069-000  
KREIDLER JOHN M, KREIDLER  
CHRISTINA  
347 N Parker  
Marine City, MI 48039

74-02-001-2031-000  
BUKOWSKI ROSE ANN  
206 DEGURSE AVE  
MARINE CITY, MI 48039-1529

74-02-001-2001-150  
YOUNG RICHARD, YOUNG CONSTANCE  
150 GLADYS AVE  
MARINE CITY, MI 48039

74-02-001-1001-000  
BILLIET BRYAN  
534 MABEL  
MARINE CITY, MI 48039

74-02-001-2001-300  
BASILICO DEBRA  
407 N BELLE RIVER AVE  
MARINE CITY, MI 48039-1519

74-02-450-0014-000  
HENDRICK JAMES WILLIAM  
433 N 3RD ST  
MARINE CITY, MI 48039-1506

74-02-450-0012-000  
DEMEERE CHRISTINA L  
228 PITTSBURG  
MARINE CITY, MI 48039

74-02-001-2018-000  
ADOLPHSON HARLAN TRUST  
329 CHARTIER  
MARINE CITY, MI 48039-2321

74-02-450-0011-000  
ZOBL FRANCIS J  
142 CHARTIER  
MARINE CITY, MI 48039

74-02-001-2016-000  
ELAND GEORGE TRUST  
245 S MARKET ST  
MARINE CITY, MI 48039

74-02-001-2004-050  
CHRISTIE PAUL R  
7951 BEAVER LAKE DR  
SAN DIEGO, CA 92119-2610

74-02-225-0002-000  
KENYON PAVANNE K  
413 N BELLE RIVER AVE  
MARINE CITY, MI 48039-1519

74-02-001-1004-000  
VERMILYA, DOUGLAS & REBECCA  
152 DEGURSE AVE  
MARINE CITY, MI 48039-1525

74-02-225-0004-000  
BICKLEY EDWARD DALE  
483 N BELLE RIVER AVE  
MARINE CITY, MI 48039-1519

74-02-775-0009-100  
MERRILL GREGORY/MARIA  
600 METROPOLIS ST  
MARINE CITY, MI 48039

74-02-001-2001-010  
CHERNOS RUDOLPH/KRISTINE  
101 DEGURSE AVE  
MARINE CITY, MI 48039

74-02-001-1015-000  
SIMONS KARIE S  
234 DEGURSE AVE  
MARINE CITY, MI 48039-1529

74-02-001-1013-300  
ERICKSON HOLDINGS INC  
6317 KING RD  
MARINE CITY, MI 48039

74-02-001-1005-100  
HAGAN KEITH/DIANE  
294 DE GURSE AVE  
MARINE CITY, MI 48039

74-02-450-0020-000  
LANTER STEPHEN  
411 GLADYS AVE  
MARINE CITY, MI 48039

74-02-450-0005-000  
FROST DEE ANN R, TOCCO CHRISTIAN J  
402 N SECOND ST  
MARINE CITY, MI 48039

74-02-450-0015-000  
HENDRICK TIMOTHY JOSEPH,  
HENDRICK E  
186 S. THIRD  
MARINE CITY, MI 48039-1506

74-02-225-0029-000  
VERMILYA DOUGLAS E/REBECCA K  
152 DEGURSE AVE  
MARINE CITY, MI 48039-1525

74-02-375-0017-000  
FOLSKE DEBRA A  
334 N 3RD ST  
MARINE CITY, MI 48039-1507



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74-02-225-0006-000  
BACHAND CAROLYN ANN  
488 N BELLE RIVER AVE  
MARINE CITY, MI 48039-1522

74-02-001-2001-030  
BEATTIE CHARLES W TRUST  
780 S WATER ST  
MARINE CITY, MI 48039-3602

74-02-450-0017-000  
HAHN RAYMOND R JR, FERRIS A.  
310 PITTSBURGH  
MARINE CITY, MI 48039

74-02-225-0027-001  
LESTER ROBERT/JACQUELYN  
130 DEGURSE AVE  
MARINE CITY, MI 48039-1525

74-02-001-2022-500  
MARINE CITY  
300 BROADWAY  
MARINE CITY, MI 48039

74-02-001-2002-000  
TURKE DONALD/DEBRA  
120 GLADYS ST  
MARINE CITY, MI 48039-1539

74-02-225-0003-000  
WEISGERBER THOMAS, WEISGERBER  
LORI  
470 N BELLE RIVER AVE  
MARINE CITY, MI 48039-1522

74-02-001-2004-000  
WATSON LYNN J, WATSON JOANN  
180 DE GURSE AVE  
MARINE CITY, MI 48039

74-02-001-2001-100  
ACHATZ CALVIN J  
6770 MARINE CITY HWY  
CHINA, MI 48054

74-02-225-0001-000  
WATTS KATHERINE LYNN  
6146 TELFER SD RD  
SARNIA, ONTARIO W7T 7H2

74-02-450-0016-000  
IMBODEN, MICHAEL  
304 PITTSBURGH ST  
MARINE CITY, MI 48039-1560

74-02-450-0010-200  
ESSIG MARK W/LINDA  
255 GLADYS AVE  
MARINE CITY, MI 48039

74-02-450-0022-000  
HOSKI KURT/PACKER BREE  
406 PITTSBURG  
MARINE CITY, MI 48039-1561

74-02-001-1002-000  
ACRE SALLY  
239 DEGURSE AVE  
MARINE CITY, MI 48039-1531

74-02-450-0010-300  
GABLER CHRIS, GABLER ALLISON  
2651 BELLE RIVER RD  
EAST CHINA, MI 48054

74-02-450-0010-100  
SERVICK ANDREW C/TABITHA M  
225 GLADYS AVE  
MARINE CITY, MI 48039

74-02-001-1003-000  
FURTAH JAMES/ALOHA  
245 DEGURSE AVE  
MARINE CITY, MI 48039-1531

74-02-450-0023-000  
PROVENCHER WILLIAM L, BISKNER LORI  
424 PITTSBURGH ST  
MARINE CITY, MI 48039-1561

74-02-225-0025-000  
WESTRICK ARTHUR J  
120 DEGURSE AVE  
MARINE CITY, MI 48039-1525

74-02-001-1005-200  
KONGABEL GREGORY/CYNTHIA  
284 DE GURSE AVE  
MARINE CITY, MI 48039

74-02-775-0008-000  
PENNAZOLI MICHAEL T/ELIZABETH A  
606 METROPOLIS ST  
MARINE CITY, MI 48039-1547

74-02-001-2001-001  
WIEGAND, LISA  
105 DEGURSE  
MARINE CITY, MI 48039

74-02-450-0018-002  
HUELSKAMP DANIEL/LEOLA  
339 GLADYS ST  
MARINE CITY, MI 48039-1541

74-02-375-0029-000  
AMEEL JOHN/KAREN  
335 PITTSBURGH ST  
MARINE CITY, MI 48039-1563

74-02-001-1005-300  
OCONNELL SHAWN  
264 DE GURSE AVE  
MARINE CITY, MI 48039

74-02-450-0019-000  
BEATTIE KIMBERLEE ANN  
338 PITTSBURG  
MARINE CITY, MI 48039

74-02-001-1006-000  
DRUMMOND INVESTMENTS LLC  
PO BOX 100  
MARINE CITY, MI 48039-1526

74-02-450-0021-000  
LANTER STEPHEN  
411 GLADYS ST  
MARINE CITY, MI 48039-1542

74-02-001-2017-000  
ADOLPHSON HARLAN TRUST  
134 DEGURSE  
MARINE CITY, MI 48039-2321

74-02-001-2001-020  
DUCHENE TIFFINY, DUCHENE DANIEL  
103 DEGURSE AVE  
MARINE CITY, MI 48039



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74-02-450-0018-000  
BROSOFSKI BRIAN  
318 PITTSBURGH ST  
MARINE CITY, MI 48039-1560

74-02-450-0013-000  
SMITH JESS E  
236 PITTSBURG  
MARINE CITY, MI 48039

74-02-225-0026-001  
CROCE KELLI  
128 DEGURSE AVE  
MARINE CITY, MI 48039-1525

74-02-375-0028-000  
DENEAN JOHN H/W, DENEAN KATIE  
335 N 3RD ST  
MARINE CITY, MI 48039-1505

74-02-775-0012-000  
MARINE CITY  
300 BROADWAY  
MARINE CITY, MI 48039

74-02-225-0005-000  
ROBINSON KEITH A  
486 N BELLE RIVER  
MARINE CITY, MI 48039

74-02-775-0011-000  
SCC ROAD COMMISSION  
21 AIRPORT DR  
SAINT CLAIR, MI 48079

74-02-001-1013-200  
807 DEGURSE AVE  
MARINE CITY, MI 48039

74-02-450-0009-000  
212 PITTSBURG  
MARINE CITY, MI 48039

74-02-001-2019-000  
220 DEGURSE AVE  
MARINE CITY, MI 48039

74-02-001-2001-200  
140 GLADYS AVE  
MARINE CITY, MI 48039

74-02-001-2001-225  
130 GLADYS AVE  
MARINE CITY, MI 48039

74-02-001-2022-600  
DEGURSE AVE  
MARINE CITY, MI 48039

74-02-375-0069-000  
347 N PARKER ST  
MARINE CITY, MI 48039

74-02-001-2018-000  
134 DEGURSE AVE  
MARINE CITY, MI 48039

74-02-450-0011-000  
206 PITTSBURG  
MARINE CITY, MI 48039

74-02-450-0020-000  
STEPHEN LANTER  
411 GLADYS AVE  
MARINE CITY, MI 48039

74-02-450-0005-000  
420 N SECOND ST  
MARINE CITY, MI 48039

74-02-225-0005-000  
486 N BELLE RIVER AVE  
MARINE CITY, MI 48039

74-02-775-0011-000  
500 METROPOLIS ST  
MARINE CITY, MI 48039

74-02-450-0020-000  
425 GLADYS AVE  
MARINE CITY, MI 48039

74-02-001-2004-050  
204 DEGURSE  
MARINE CITY, MI 48039


74-02-001-1013-300  
817 DEGURSE AVE  
MARINE CITY, MI 48039

74-02-450-0011-000  
212 PITTSBURGH  
MARINE CITY, MI 48039

74-02-225-0001-000  
411 N BELLE RIVER AVE  
MARINE CITY, MI 48039

74-02-001-2001-1002  
160 GLADYS AVE  
MARINE CITY, MI 48039

74-02-450-0010-300  
275 GLADYS AVE  
MARINE CITY, MI 48039



Motion by Commissioner Trudeau, seconded by Commissioner Beauvais, to accept the resignation of Bette M. Brown and place it on file. All Ayes. Motion Carried.

**Open Session**

No residents addressed the Commission.

**Unfinished Business**

None

**New Business**

*Lot Split Application ~ Charles Beattie*

Ken Montgomery reported that the Applicant was requesting approval to divide his vacant property into four parcels. The existing parcel size is 9.36 acres with approximately 877 feet of frontage on DeGurse Avenue and 399 feet of frontage on Gladys Avenue. Mr. Montgomery stated that there are no lot size requirements, and no minimum frontage.

Commissioner McKenzie reminded the parties that they needed approval from the equalization department, and that no more splits could be allowed in the next ten years.

City Manager Nagy responded to Commissioner Beauvais's inquiry about wetlands, and stated that the Applicants had been in touch with the proper State agencies.

Motion by Commissioner Trudeau, seconded by Commissioner Powers, to approve the lot split application, as presented. All Ayes. Motion Carried.

*Site Plan Review ~ Chesterfield Ventures Condo Development*

Ken Montgomery reported that the Applicant was proposing to develop 64 two-bedroom attached condominium units, grouped into 16 buildings of four units each (two ranch units and two two-story units), on the West of South Parker Street, between Thompson Street and Shortcut Road, commonly known as 2006 South Parker Street.

Building Inspector Wren stated that a third set of plans had been recently submitted, and that the City had not yet received the City Planner's comments.

City Manager Nagy suggested that the Planning Commission consider setting a special meeting when the information is received from Tetra Tech.

discussion ensued regarding utility easements, and Mr. Simons reported that the utilities lead-end at the property line.

Motion by Commissioner Trudeau, seconded by Commissioner Garwood, to approve the request of William and Cathy Simons to split Parcel #74-02-700-0050-000 and Parcel #74-02-012-2009-001, and combine those splits as proposed in their application to form a third parcel. All Ayes. Motion Carried.

#### *Randall Kreminski Condo Development ~ Preliminary Site Plan Review*

Ken Montgomery reported that the Applicant proposed to develop 43 two-bedroom attached condominium units on property commonly known as 180 DeGurse Avenue, which is on the North side of DeGurse Avenue between Belle River Avenue and the Bridge-to-Bay Trail. Mr. Montgomery stated that the approval of the preliminary site plan would allow the Applicant to expend necessary funds for a final site plan. He also noted that the layout of the development was good.

Mr. Montgomery's recommendation was to grant the preliminary site plan, subject to the following deficiencies:

1. Adjustment of the proposed locations of the proposed buildings (as indicated in the report) to meet all setback requirements.
2. The floor plan and elevation drawings should be fully dimensioned.
3. Revision of the internal road and sidewalk system as indicated.
4. Provision of area percentage calculations for all proposed exterior building wall materials per Section 1309 of the Zoning Ordinance.
5. A full site plan including engineering, landscaping, topographic surveys, proposed grading and utilities plans shall be submitted at the final site plan review state for review and approval by the Planning Commission.

Al Tiffin, the designer for Mr. Kreminski, addressed the Planning Commission and commented on the configuration and layout, which he said were made to stagger, and spoke of the landscaping design.

Motion by Commissioner Trudeau, seconded by Commissioner McKenzie, to approve the preliminary site plan for Randall Kreminski, subject to the five deficiencies listed in Ken Montgomery's report. All Ayes. Motion Carried.











#### **Other Business**

Commissioner McKenzie asked Commissioner Paxton when he would be taking the campaign sign down off of his building at the corner of South Parker Street and Chartier.



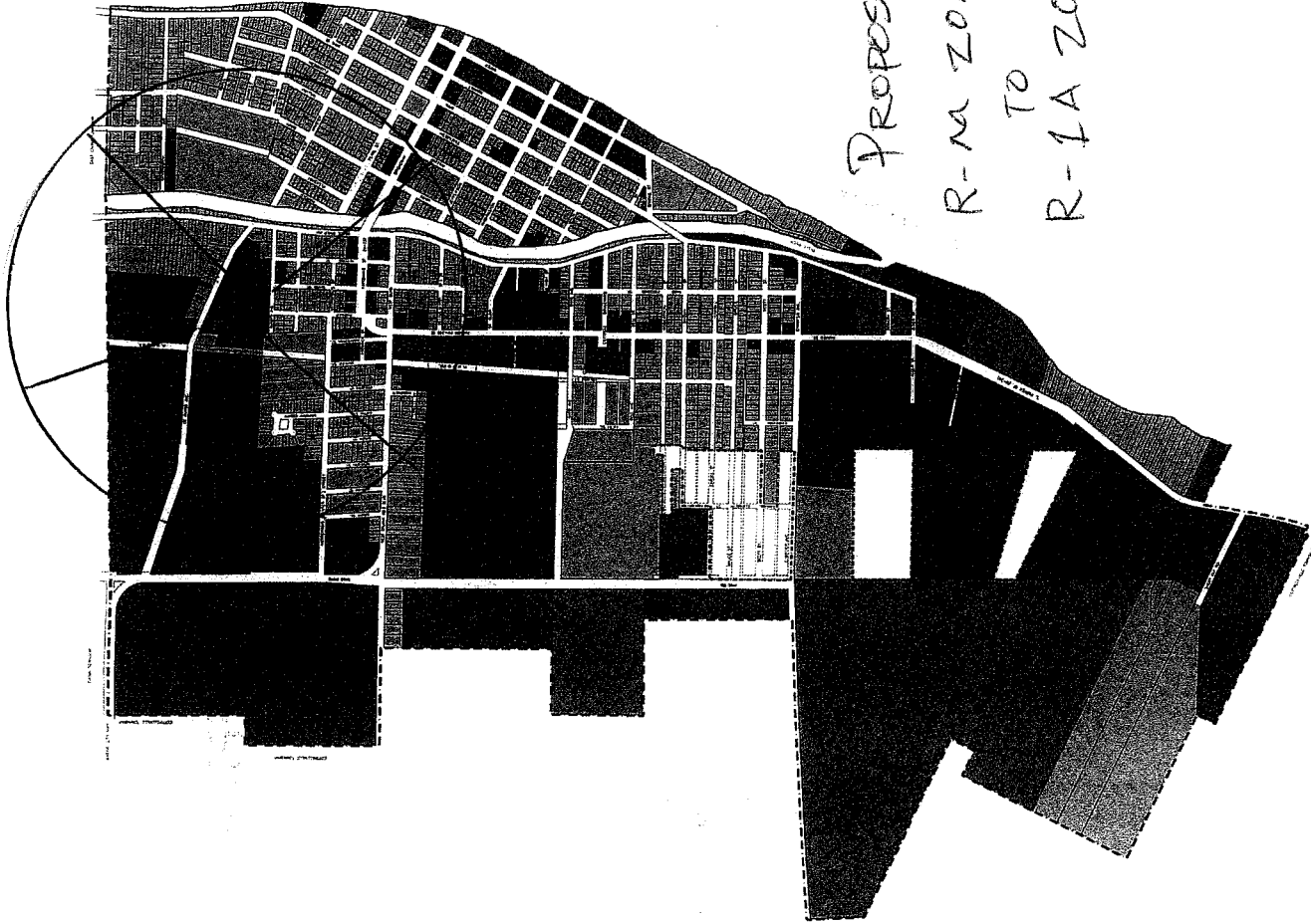
# City of Marine City OFFICIAL ZONING MAP

Includes all amendments up to  
Ordinance #05-02, Effective 6-18-2005

-  R-1A One-Family Residential
-  R-1B One-Family Residential
-  R-M Multiple-Family Residential
-  B-1 Central Business District
-  B-2 General Business District
-  W-M Waterfront Recreation and Marina
-  I-1 Light Industrial
-  I-2 Heavy Industrial
-  MHP Mobile Home Park
-  P-1 Vehicular Parking



**MONTGOMERY ASSOCIATES, INC.**  
1811 COMMERCIAL AVENUE  
 SUITE 1000  
 MARINE CITY, MICHIGAN 48135  
 TEL: 586-331-5100 FAX: 586-336-3172





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Drawing & Measurement Tools Navigation Tools



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Output Format

Pdf

Map Scale

Current Scale - 1: 2257

Map Title

SCC Information Technology Free Online  
Research Tools: Free Printed Map

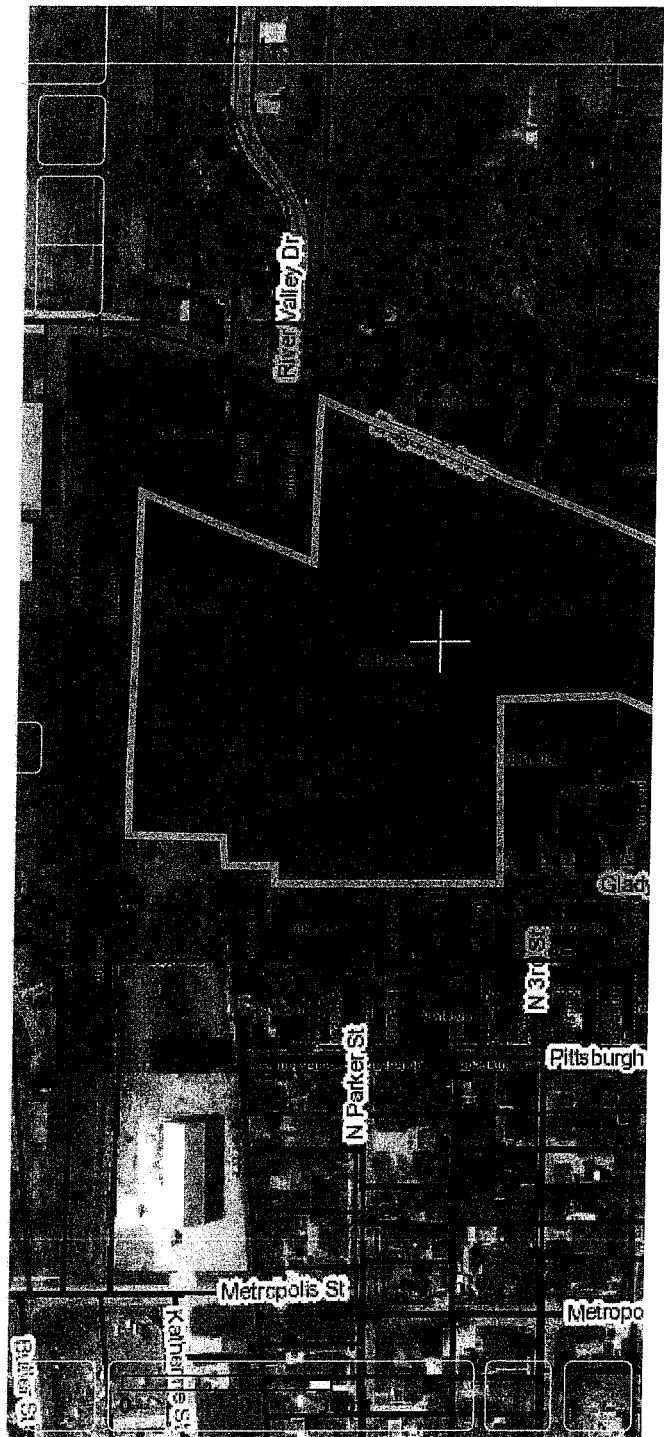
Notes

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using Geocortex Essentials, maintained by  
SCC Information Technology, with

Lock print preview with map

Print

Cancel





# Marine City Police Department

**James D. Heaslip**  
Chief of Police

375 S. Parker Street • Marine City, Michigan 48039  
(810) 765-4040 • Fax (810) 765-4135

August 21, 2020

Dear Honorable Commissioners and Mayor Vandebossche,

I contacted several companies, including our current company Cynergy, to provide quotes for patrol car emergency equipment and installation. This project includes completion of the Ford F-150 conversion into a patrol car and the 2009 Tahoe equipped for transition into the Chiefs car. By doing this I will not be purchasing a new car as previously requested in the budget. This will save approximately \$20,000 over a two year period.

Cynergy Products provided a quote totaling \$14,849.06.  
Williams Emergency Vehicle & Equipment provided a quote totaling \$16,878.35.  
Canfield Equipment Services never responded to my request.  
Mid-Michigan Emergency Equipment never responded to my request.

Please accept my request to waive the competitive bidding process for the purchase and installation of equipment through Cynergy Products. Cynergy Products has upfitted several of our patrol cars and they have done an outstanding job. The equipment listed in the following quotes will be purchased from Capital Outlay for a total cost of \$14,849.06.

Quote 1: The first quote presented is for the conversion of the 2018 F-150 into a patrol vehicle. The total cost is \$8,620.71 and the specific details are outlined in the attached quote.

Quote 2: The second quote presented is to outfit the 2009 Chevy Tahoe to be utilized as the Chief's car. The department mechanic, Mr. Paul Phelps, has inspected the Chevy Tahoe and determined that it is not currently suited for daily patrol operations however; it may be employed as the Chief's car. Seeing that the Tahoe has over 115,000 miles it cannot handle the daily rigors of patrolling a 2.2 square mile city for 12-hour shifts. Patrol cars average 50 miles a shift whereas the Chief's car, it would be driven on average 10 miles a day. Using it for daily patrols and with the potential of higher speeds, sudden accelerations, and sudden braking, the age of the Tahoe, rusting to the undercarriage, and higher miles makes it unsafe for general patrol. Mr. Phelps' inspection also determined that work needs to be performed on the transmission line and ball joints, with an approximate cost of \$800.00. The total cost for the equipment installation is \$6,228.35 and the specific details are outlined in the attached quote.

*" To Protect and Serve "*



# Marine City Police Department

---

**James D. Heaslip**  
Chief of Police

375 S. Parker Street • Marine City, Michigan 48039  
(810) 765-4040 • Fax (810) 765-4135

Should the request to waive competitive bidding be approved, I then respectfully request the Commission to approve the purchase and installation of the equipment presented in the attached quotes.

If you have any questions or concerns, or require additional information, please contact me.

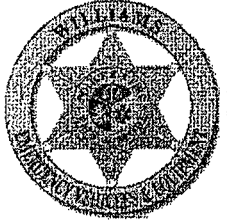
Thank you for your assistance in this matter.

Respectfully Submitted,

A handwritten signature in cursive script that reads "James D. Heaslip". The signature is written in black ink and is positioned above the printed name and title.

James D. Heaslip  
Chief of Police

*" To Protect and Serve "*



Williams Emergency Vehicles & Equipment  
42040 Koppernick Rd. Ste. 405  
Canton, MI 48187 US  
williamsemergency@gmail.com

Estimate

ADDRESS  
Marine City Police Department  
375 South Parker Street Marine  
City, Mi. 48039

ESTIMATE #	DATE
0011	08/14/2020

UNIT  
Tahoe

DATE	DESCRIPTION	QTY	RATE	AMOUNT
MISC	2E ION Series Lighthouse DUO Blue/White	2	145.48	290.96
MISC	ENFWB009ZD Passenger Side DUO Interior Lightbar Blue/White	1	834.49	834.49
ETHFSS-SP-L.	Select-A-Pattern Headlight Flasher, Solid State, 12v Isolation Model	1	95.25	95.25
IONB	Ion Series Super LED Blue - Mounted on B-Pillar	2	130.20	260.40
IONK1B	Swivel Mount Kit for ION	2	35.70	71.40
6-Segment Dominator Blue/Blue	D6BBBBBB 6-Segment Dominator Blue/Blue	1	472.13	472.13
DBKT4	"L" Angle Mounting Kit	1	26.71	26.71
Ion Series Super LED Blue	Ion Series Super LED Blue	2	166.95	333.90
IONBKT1	ION License Plate Bracket	1	36.17	36.17
ETFBSSN-P	Flashback Alternating Taillight Flasher, Solid State - 2.4 FPS	1	87.99	87.99
Piece Whelen Cen- Comm Face Plate	Piece Whelen Cen-Comm Face Plate	1	36.23	36.23
HHS4200 Handheld Siren/Light Controller w/Wecan Support	HHS4200 Handheld Siren/Light Controller w/Wecan Support	1	623.86	623.86
SA315P	Siren Speaker	2	251.99	503.98
HWLUNI	HWLUNI Siren Amplifier w/ One 1 Speaker, Includes Universal Mounting Bracket	1	539.07	539.07
CB3-SM-80	Circuit Breaker	1	57.07	57.07

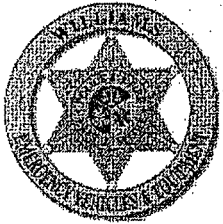
DATE	DESCRIPTION	QTY	RATE	AMOUNT
	FH-ATO-10BR Sealed Fuse Holder	2	8.93	17.86
	HE-87499B HELLA RELAY, 12V 20/40 AMP SPDT BRACKET	3	8.35	25.05
	ATO-FB8CF ATO Fuse/Circuit Breaker	1	25.49	25.49
	ATO-FB6 ATO FUSE BLOCK W/PLASTIC COVER 6 POSITION 80 AMPS MAX	1	18.34	18.34
	CCAS-SB-7-800 800Mhz Concealed Internal Antenna	1	140.98	140.98
	Ground Stud Ground Stud	1	15.75	15.75
	LABOR	1	2,500.00	2,500.00
	SHOP SUPPLY	1	250.00	250.00

TOTAL

**\$7,263.08**

Accepted By

Accepted Date



Williams Emergency Vehicles & Equipment  
 42040 Koppnick Rd. Ste. 405  
 Canton, MI 48187 US  
 williamsemergency@gmail.com

Estimate

ADDRESS  
 Marine City Police Department  
 375 South Parker Street Marine  
 City, Mi. 48039

ESTIMATE #	DATE
0010	08/13/2020

UNIT  
 F150 Supervisor Quote

DATE	DESCRIPTION	QTY	RATE	AMOUNT
36-6015W2	Elite XD Push Bumper Ford F-150	1	585.23	585.23
36-6015W2	Push Bar Light Channel. 33.1 inch. Whelen, 2 hole.	1	38.96	38.96
T52214B	Tactical Black Seat Cover Drivers Side F-150 2020 Responder	1	208.95	208.95
40-FL-K	(2) 40W Flood Cube Light Kit - Mounted on Lower Cross Member of PB - These will be tied into the "TakeDown" function of the Interior Lightbar	1	262.49	262.49
S/O ETHFSS-SPSS-SP	Select-A-Pattern Headlight Flasher, Solid State, 12v Isolation Model (for systems requiring electrical isolation) ++ Relocate ( 2 ) IONB's currently mounted on the grille to the Top Channel of PB ++ ++ Vertex DO NOT RELOCATE ++	1	95.25	95.25
TLIB	ION T Series Blue - Side of PB	2	120.49	240.98
MISC	TCRHD6 6-Lamp Tracer Running Board Lights DUO Blue/White	2	1,170.91	2,341.82
MISC.	TCRB47 F150 Tracer Mounting Brackets * Rear Lighting ** ++ NO ADDITIONS TO REAR LIGHTING WILL BE MADE ++	2	75.86	151.72

DATE	DESCRIPTION	QTY	RATE	AMOUNT
C-MD-112	Slide Out Locking Swing Arm Motion Adapter	1	303.94	303.94
MISC..	C-EB35-GDV-1P Getac DVR Faceplate ++ Customer Provided Computer Dock ++	1	29.93	29.93
C-HDM-204	Telescoping Side Mount Computer Base	1	163.12	163.12
PKO227FDT1...	#10 VS C2 RP Horizontal Window w/Screen Partition Ford F150 Responder 2020 W/3 Piece Lower EPs	1	997.50	997.50
316-01	Full Width under rear seat lockbox for Ford F150 Crew Cab. 2015-2017	1	546.05	546.05
WKO595FDT1...	Poly Window Guards Ford F- 150 Pair	1	324.45	324.45
SH-900	Sharkee Antenna 2 Cell, 2 WiFi, 1 GPS W/Cable Kit ** IF NEEDED **	1	380.89	380.89
TYR-001-1275	Mini Giant Relay 332 002 150	1	50.76	50.76
HE-87499B	HELLA RELAY, 12V 20/40 AMP SPDT BRACKET	3	8.35	25.05
W-BAT-FUSE-...	Inline Diode ** Tied Into Driver/Passenger Front Doors for Tracers White Light Function	2	15.75	31.50
ATO-FB6	ATO FUSE BLOCK W/PLASTIC COVER 6 POSITION 80 AMPS MAX	2	18.34	36.68
LABOR	LABOR	1	2,500.00	2,500.00
SHOP SUPPLY	SHOP SUPPLY	1	300.00	300.00
	TOTAL			<b>\$9,615.27</b>

Accepted By

Accepted Date





1463 Combermere Drive - Troy Michigan 48083  
 Phone 248-298-3855 - Toll Free 800-491-9350  
 Fax 248-298-3859

# Estimate

Date	Quote #
6/26/2020	31121

**Name / Address**

Marine City Police Department  
 375 South Parker Street  
 Marine City, Mi. 48039

**Ship To**

Marine City Police Department  
 375 South Parker Street  
 Marine City, MI 48039

Account #	Rep	Project
	PF	

Qty	Item	Description	Cost	Total
		Jim Heaslip (810) 650 - 8989 Please accept the following quote to provide purchase and instalation of the below listed items to re-fit your departments Tahoe.		
		<b>** Front Lighting **</b>		
2	Misc	I2E ION Series Lighthouse DUO Blue/White	138.55	277.10
1	Misc	ENFWB009ZD Passenger Side DUO Interior Lightbar Blue/White	794.75	794.75
1	ETHFSS-SP-I...	Select-A-Pattern Headlight Flasher, Solid State, 12v Isolation Model (for systems requiring electrical isolation)	90.71	90.71
		<b>** Side Lighting **</b>		
2	IONB	Ion Series Super LED Blue - Mounted on B-Pillar	124.00	248.00
2	IONK1B	Swivel Mount Kit for ION	34.00	68.00
		<b>** Rear Lighting **</b>		
1	Misc	D6BBBBBB 6-Segment Dominator Blue/Blue	449.65	449.65
1	DBKT4	"L" Angle Mounting Kit	25.44	25.44
2	IONB	Ion Series Super LED Blue	159.00	318.00
1	IONBKT1	ION License Plate Bracket	34.45	34.45
1	ETFBSSN-P	Flashback Alternating Taillight Flasher, Solid State - 2.4 FPS	83.80	83.80
		<b>** Electronics **</b>		
1	C-EB40-CCS-1P	1 Piece Whelen Cen-Comm Face Plate	34.50	34.50
1	P46S2B	Replacement LED Spotlight W/ Blue Warning	283.05	283.05
1	Misc	HHS4200 Handheld Siren/Light Controller w/ Wecan Support	594.15	594.15
<b>Total</b>				



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Account #	Rep	Project
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Qty	Item	Description	Cost	Total
2	SA315P	Siren Speaker	239.99	479.98
2	Misc	SAK24 2007-2014 Chevy Tahoe Vehicle Specific Bracket	41.00	82.00
1	CCSRN4DA	WeCan External Amplifier	254.15	254.15
1	Misc	HWLUNI Siren Amplifier w/ One 1 Speaker, Includes Universal Mounting Bracket	513.40	513.40
1	CB3-SM-80	Circuit Breaker	54.35	54.35
2	FH-ATO-10BR	Sealed Fuse Holder	8.50	17.00
3	HE-87499B	HELLA RELAY, 12V 20/40 AMP SPDT BRACKET	7.95	23.85
1	ATO-FB8CF	ATO Fuse/Circuit Breaker	24.28	24.28
1	ATO-FB6	ATO FUSE BLOCK W/PLASTIC COVER 6 POSITION 80 AMPS MAX	17.47	17.47
1	CCAS-SB-7-800	800Mhz Concealed Internal Antenna	134.27	134.27
1	Misc	Ground Stud	15.00	15.00
1	Install	Installation	950.00	950.00
1	Misc	T62100B 2007 - 2014 Chevy Tahoe Driver Seat Cover - Black	236.00	236.00
1	Shop Supplies	Shop Supplies	125.00	125.00
<b>Total</b>				<b>\$6,228.35</b>



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6/26/2020	31120

**Name / Address**

Marine City Police Department  
 375 South Parker Street  
 Marine City, Mi. 48039

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Marine City Police Department  
 375 South Parker Street  
 Marine City, MI 48039

Account #	Rep	Project
	PF	

Qty	Item	Description	Cost	Total
		Jim (810) 650 - 8989 jheaslip@marinecity-mi.org Please accept the following quote to provide purchase and installation of the below listed items on your F150 Supervisor Vehicle. This vehicle was partially built earlier this year for the Chief and is now being transferred over to the Patrol Fleet and will need some additions to make it ready for Patrol.		
1	36-52065	Elite XD Push Bumper Ford F-150	557.36	557.36
1	36-6015W2	Push Bar Light Channel. 33.1 inch. Whelen, 2 hole.	37.10	37.10
1	T52214B	Tactical Black Seat Cover Drivers Side F-150 2020 Responder	199.00	199.00
1	40-FL-K	** Front Lighting ** (2) 40W Flood Cube Light Kit - Mounted on Lower Cross Member of PB - These will be tied into the " TakeDown " function of the Interior Lightbar	249.99	249.99
1	ETHFSS-SP-I...	Select-A-Pattern Headlight Flasher, Solid State, 12v Isolation Model (for systems requiring electrical isolation)	90.71	90.71
		++ Relocate ( 2 ) IONB's currently mounted on the grille to the Top Channel of PB ++ ++ Vertex DO NOT RELOCATE ++		
2	TLIB	** Side Lighting ** ION T Series Blue - Side of PB	114.75	229.50
2	Misc	TCRHD6 6-Lamp Tracer Running Board Lights DUO Blue/White	1,155.15	2,310.30
<b>Total</b>				



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Account #	Rep	Project
	PF	

Qty	Item	Description	Cost	Total
2	Misc	TCRB47 F150 Tracer Mounting Brackets  ** Rear Lighting ** ++ NO ADDITIONS TO REAR LIGHTING WILL BE MADE ++	72.25	144.50
1	C-MD-112	** Center Console ** Slide Out Locking Swing Arm Motion Adapter	289.47	289.47
1	C-HDM-204	Telescoping Side Mount Computer Base	155.35	155.35
1	Misc	C-EB35-GDV-1P Getac DVR Faceplate ++ Customer Provided Computer Dock ++	28.50	28.50
1	PKO227FDT1...	** Pririonser Transport Area ** #10 VS C2 RP Horizontal Window w/Screen Partition Ford F150 Responder 2020 W/3 Piece Lower EPs	950.00	950.00
1	WKO595FDT1...	Poly Window Guards Ford F-150 Pair	309.00	309.00
1	316-01	** Electronics/Equipment ** Full Width under rear seat lockbox for Ford F150 Crew Cab. 2015-2017	520.05	520.05
1	SH-900	Sharkee Antenna 2 Cell, 2 WiFi, 1 GPS W/Cable Kit ** IF NEEDED **	362.75	362.75
1	TYR-001-1275	Mini Giant Relay 332 002 150	48.34	48.34
3	HE-87499B	HELLA RELAY, 12V 20/40 AMP SPDT BRACKET	7.95	23.85
2	W-BAT-FUSE-...	Inline Diode  ** Tied Into Driver/Passenger Front Doors for Tracers White Light Function	15.00	30.00
2	ATO-FB6	ATO FUSE BLOCK W/PLASTIC COVER 6 POSITION 80 AMPS MAX	17.47	34.94
<b>Total</b>				



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6/26/2020	31120

**Name / Address**

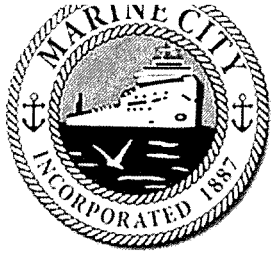
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Account #	Rep	Project
	PF	

Qty	Item	Description	Cost	Total
1	Install	Installation	1,800.00	1,800.00
1	Shop Supplies	Shop Supplies	250.00	250.00
<b>Total</b>				\$8,620.71



# CITY OF MARINE CITY MANAGERS REPORT

*Elaine Leven – August 25, 2020*

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## **Outstanding Items:**

- City Administration Office Space: This item is on this agenda for consideration. I requested detailed information for the packet by the deadline, however did not receive what I anticipated from the Architect. If I get any additional information prior to the meeting I will provide it via email and print for the meeting.
- Ordinance Updates: The public hearing for Planning Commission on the ordinance revisions is set for September 14<sup>th</sup>, this includes public notices that will go out for the proposed extension of the Nautical Mile District. I have contacted the Planner to look into possible changes to the Fencing and Central Business Ordinance. Other ordinances for future review include the Marijuana and Business Licenses.
- Redevelopment Ready Communities Program: I am still waiting to hear back from the EDA on site specific information.
- SEMCOG Infrastructure Mapping Grant: Wade Trim has gotten back to work on this project, they are about 65% complete.
- SEMCOG Water Feasibility Study: I have received a draft of the study.
- City Manager Evaluation: I have provided my self-evaluation to aid in your preparation of the review. Please see me if you have any questions.
- Park Moratorium: We have discussed limiting the number of things in our parks to ensure ample greenspace. This stems from issues with approvals dating back years and the ability to keep track of them. In the future we should consider a plan or ordinance for how to deal with requests for items placed in City parks.
- LED Streetlight Conversion: We are on the schedule to have the streetlights converted to LED this year. I have left multiple messages regarding a status update and have still not yet received a response.

## **Legal Business:**

- Landfill PFAS reporting
- Belle River Fishing Platform – reissued letter regarding condition of platform
- Pension/Retiree Healthcare issues
- Future Charter amendments
- Property encroachment issues

## **Meetings Attended Since Last Update:**

SEMCOG Roundtable Discussion  
CED Board