



# CITY COUNCIL PACKET

MONDAY, JUNE 28, 2010

Prepared By:  
Franklin Peterson, City Manager  
Kris Vogel, Clerk  
Donna Carnell, Deputy Clerk



**CITY COUNCIL  
REGULAR MEETING OF  
MONDAY, JUNE 28, 2010, 7:30 P.M.  
AGENDA**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL: Mayor Anderson, Council Members Agne, Burdett, Eib, Good, Hinton, and Whitfield.
- IV. APPROVAL OF MINUTES
  - A. Regular Meeting of June 7, 2010
- V. PRESENTATION – CALHOUN COUNTY COMMISSIONER LISA GEROW – 7:30 P.M.
- VI. REPORTS
  - A. Building/Code Enforcement Departments – May (*D. Carnell/C. Childers*)
  - B. Public Works Department – May (*T. Matson*)
  - C. Public Safety Department – May (*R. Coles*)
  - D. City Manager – *Franklin Peterson*
    - 1. Authorize – City Manager to Execute Agreement with Access Vision (**res. #26-10**)
    - 2. Authorize – City Manager to Sign MDOT Contract (**res. #27-10**)
    - 3. Authorize – City Manager to Sign CDBG (**res. #28-10**)
    - 4. Approve – Business Licenses (**res. #29-10**)
    - 5. Approve – 4<sup>th</sup> Quarter FY 09/10 Budget amendments (**res. #30-10**)
    - 6. Adopt – Minor in Possession Ordinance (**ord. #01-10**)
    - 7. Bills In Line
- VII. COUNCIL COMMENTS
- VIII. CITIZEN COMMENTS
- IX. ADJOURNMENT

**NEXT MEETING:** **Tuesday, July 6, 2010**  
**NEXT RESOLUTION:** 31-10  
**NEXT PROCLAMATION:** 05-10  
**NEXT ORDINANCE:** 02-10

**MINUTES OF THE REGULAR MEETING OF  
THE COUNCIL OF THE CITY OF SPRINGFIELD  
JUNE 7, 2010**

I. CALL TO ORDER

Mayor Pro-Tem Burdett called the regular meeting of the Council of the City of Springfield to order at 7:30 p.m.

II. PLEDGE OF ALLEGIANCE

Mayor Pro-Tem Burdett led the pledge of allegiance.

III. ROLL CALL

Present: Mayor Pro-Tem Burdett, Council Members Agne, Good, Hinton, and Whitfield.

Also Present: Frank Peterson – City Manager and Kris Vogel – City Clerk.

Absent: Council Member Eib and Mayor Anderson.

It was moved by Hinton, seconded by Good and unanimously approved that Mayor Anderson and Council Member Eib be excused from the regular meeting of June 7, 2010.

IV. APPROVAL OF MINUTES

It was moved by Hinton, seconded by Good and unanimous that the minutes of the May 17, 2010, regular meeting be approved subject to additions and corrections.

V. REPORTS

A. City Manager – *Franklin Peterson*

1. Set – FY 10/11 Millage Rates

City Manager Peterson stated this resolution will set the City's millage rates for FY 2010/2011.

***Resolution #21-10***

It was moved by Agne and seconded by Whitfield that the following resolution be adopted:

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to set the FY 2010/2011 General Operating millage at 14.0000 mills.

BE IT FURTHER RESOLVED that the Public Safety Retirement millage rate for FY 2010/2011 be set at 1.0000 mill.

All ayes. Resolution approved.

2. Approve – FY 10/11 Budget

City Manager Peterson stated the following resolution would approve the FY 2010/2011 budget.

***Resolution #22-10***

It was moved by Whitfield and seconded by Agne that the following resolution be adopted:

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to approve the FY 2010/2011 budget as submitted using the activity or departmental basis format.

All ayes. Resolution approved.

3. Authorize – Fund Transfer

City Manager Peterson stated the following resolution would authorize a fund transfer.

**Resolution #23-10**

It was moved by Hinton and seconded by Good that the following resolution be adopted:

WHEREAS, Michigan Public Act 51 of 1951, section 247.663.13 (6) permits a transfer to the Local Street Fund of an amount up to 50% per year of monies received from the Michigan Transportation Fund for use on the Major Street System; and

WHEREAS, additional funding for the 2010/2011 budget is needed for the Local Street System.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to authorize a transfer of \$125,000 from the Major Street Fund to the Local Street Fund.

All ayes. Resolution approved.

4. Authorize – Change in Meeting Date

City Manager Peterson stated the following resolution would change the next City Council meeting from the third Monday in June to the fourth Monday in June, which allows us to have a more accurate picture of our budget when budget amendments are made at year-end.

**Resolution #24-10**

It was moved by Good and seconded by Hinton that the following resolution be adopted:

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to authorize the regular meeting date of the City Council be changed from June 21, 2010, to June 28, 2010.

All ayes. Resolution approved.

5. Approve – BCATS Local Funding

City Manager Peterson stated the following resolution will authorize local funding for BCATS.

**Resolution #25-10**

It was moved by Agne and seconded by Whitfield that the following resolution be adopted:

WHEREAS, the urban transportation planning regulations, implementing sections of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), require that each urbanized area, as a condition of receipt of Federal capital or operating assistance, have a continuing, cooperative, and comprehensive urban transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, in the Battle Creek urbanized area, the continuing, cooperative, and comprehensive transportation planning process is being conducted by the Battle Creek Area Transportation Study (BCATS) Policy Committee, a forum for cooperative transportation decision-making by principal elected officials of local government, developed under federal guidelines for purposes of urban transportation planning conduct; and

WHEREAS, the Battle Creek Area Transportation Study annually develops a Unified Work Program identifying activities and costs necessary for the conduct of the urban transportation planning process; and

WHEREAS, transportation planning funds, indirectly available from the U.S. Department of Transportation, are utilized to carry out the activities defined in the Unified Work Program; and

WHEREAS, these funds, available under SAFETEA-LU as FHWA PL from the Federal Highway Administration and Section 5303 from the Federal Transit Administration Act, require a local match of 18.15% and 20%, respectively; and

WHEREAS, the Policy Committee of the Battle Creek Area Transportation Study has recommended that the local match required to assure the timely conduct of the Study be determined and provided for in the following manner:

1. The reimbursement schedule to be used for participating agencies is that those doing BCATS work will be paid 100% of their total charge. BCATS staff office costs will be reimbursed 100%.
2. The formula for computing the local funds will be based solely on population for the BCATS staff office portion of the local share requirement. The local agencies will contribute the local share for their own activities within the BCATS program as noted on the attached table (see 3. below).
3. Distribution for local match funding is shown on the attached table.

WHEREAS, it has been determined that the total local share requirements for the operation of the Battle Creek Area Transportation Study's work program for 2011 will be \$46,790 (including audit contributions).

NOW, THEREFORE BE IT RESOLVED, the City of Springfield agrees to participate in the funding of the local share costs of the Battle Creek Area Transportation Study's work program for fiscal year 2011 (October 1, 2010 - September 30, 2011) by providing 5.6% of the local match required for Study costs (including the audit).

BE IT FURTHER RESOLVED, the total local contribution for the City of Springfield for FY 2011 will be \$ 2,434.

BE IT FURTHER RESOLVED, the City of Springfield agrees to submit to the Battle Creek Area Transportation Study office (601 Avenue A, Springfield, MI 49037 RE: Fund No. 2321) payment of local match share no later than January 1, 2011; or the City of Springfield shall have the option of making the payment in two (2) equal installments by January 1, 2011 and April 1, 2011, respectively, if so arranged in advance.

BE IT FURTHER RESOLVED, the City of Springfield agrees this resolution becomes effective at such time as all other local Study participants providing financial support pass resolutions of financial commitment in the proportion and manner described in this resolution.

All ayes. Resolution approved.

6. Introduce – Minor in Possession Ordinance

City Manager Peterson stated this ordinance will amend our current minor in possession ordinance.

**Ordinance #01-10**

It was moved by Whitfield and seconded by Agne that the following ordinance be introduced by title only:

AN ORDINANCE TO AMEND CERTAIN SECTIONS OF THE SPRINGFIELD CODE OF ORDINANCES WITH RESPECT TO OFFENSES PERTAINING TO CONTROLLED SUBSTANCES AND UNDER AGED PERSONS.

All ayes. Ordinance introduced.

7. Bills In Line

It was moved by Good, seconded by Hinton and unanimously approved that the checks be drawn from the various accounts and the bills be paid.

VI. COUNCIL COMMENTS

Council Member Hinton thanked Public Safety Director Coles and Director of Public Works Matson for getting the speed limit changed on Goguac Street and the signs erected.

Council Member Hinton thanked staff for their efforts in keeping the budget under control as several municipalities are struggling at these tough economic times.

City Manager Peterson reminded the community that on Wednesday, June 9<sup>th</sup> our 3<sup>rd</sup> Annual Business Expo will be held at the Farmers Market from 3:00 – 6:00 p.m.

City Manager Peterson added that the Springfield Public Safety Department received a \$500 donation from the Valley View Elementary PTA for PSO Hillman's efforts at the school. Those monies have been put in a special account that will help purchase giveaways to connect with the children even better.

City Clerk Vogel stated the Community Potluck is on Saturday, June 19<sup>th</sup> from 11:00 a.m. – 1:00 p.m. at the Farmers Market. The City will provide hamburgers and hotdogs and asks for those in attendance to bring a dish to pass.

City Clerk Vogel noted the Farmers Market is now open on Wednesdays from 2:00 p.m. – 6:00 p.m. and Saturdays from 8:00 a.m. – 1:00 p.m.

Mayor Pro-tem Burdett congratulated Springfield Middle School for being one of four schools in Michigan awarded a Muth Award, given annually to schools that have shown improvement in academic performance. In the fall the school will receive a \$1,500 grant from the Middle Cities Education Association.

VII. CITIZENS COMMENTS

Mr. Art Hollingsworth, 114 Wellworth, thanked the City and staff who take care of the parks. Mr. Hollingsworth indicated he took his granddaughter to the park today for a picnic and it was difficult to get her to leave.

VIII. ADJOURNMENT

Mayor Anderson adjourned the meeting at 7:44 p.m.

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Kris Vogel, MMC  
City Clerk

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Susan L. Anderson, Mayor

# Building Report

## May 2010

### Building Permits

5/12/2010	84 Avenue C	Pour basement & footing	\$	145.00
5/18/2010	347 N. Helmer Rd	Sign	\$	100.00
<b>Total Building Permits</b>			<b>\$</b>	<b>245.00</b>

### Electrical Permits

5/11/2010	4200 W. Dickman Rd	Curcuits	\$	120.00
5/17/2010	331 N. 29th St	Curcuits	\$	80.00
5/17/2010	449 N. 22nd St	Rewire Home	\$	170.00
<b>Total Electrical Permits</b>			<b>\$</b>	<b>370.00</b>

### Mecanical Permits

5/10/2010	52 N. New Moon Ter	New Home	\$	135.00
5/10/2010	50 N. New Moon Ter	New Home	\$	130.00
5/17/2010	365 Avenue A	A/C	\$	80.00
5/18/2010	205 Avenue A	Remodel Structure	\$	220.00
5/24/2010	1145 Harmonia Rd # 60	Furnace	\$	120.00
<b>Total Mechanical Permits</b>			<b>\$</b>	<b>685.00</b>

### Plumbing Permits

5/4/2010	572 General Ave	Boiler Connections	\$	80.00
<b>Total Plumbing Permits</b>			<b>\$</b>	<b>80.00</b>

### Zoning Permits

5/4/2010	1176 Westlake Woods	Fence	\$	40.00
5/6/2010	398 N. 2oth St	Demolish building	\$	120.00
5/10/2010	351 N. 30th St	Reshingle home	\$	40.00
5/24/2010	624 Lafayette	Reshingle home	\$	40.00
5/25/2010	331 N. 29th St	Reshingle home	\$	40.00
<b>Total Zoning Permits</b>			<b>\$</b>	<b>280.00</b>

**Monthly Permit Total** **\$ 1,660.00**

# Code Enforcement Department

May 2010

## Inoperable Vehicle:

433 N 23<sup>rd</sup> Street  
730 W Goguac Street  
98 Avenue B

## Property Maintenance Violation:

414 N 29<sup>th</sup> Street

## Noxious Weeds:

106 Avenue A	458 N 20 <sup>th</sup> Street	47 Avenue C
50 Avenue B	284 Avenue A	342 N Helmer Road
5 Tony Tiger Trail	235 N 12 <sup>th</sup> Street	247 Avenue A
975 Avenue A	1308 Avenue A	399 N 20 <sup>th</sup> Street
184 N 17 <sup>th</sup> Street	500 Lafayette Street	410 N 21 <sup>st</sup> Street
73 Avenue A	1294 Avenue A	1015 Betterly Road
203 Avenue A	298 Avenue A	104 Avenue A
1285 Avenue A	302 Lafayette Street	92 Avenue B
90 Avenue B	94 Avenue B	176 Kirkwood
328 Richfield	66 Avenue B	323 Richfield
149 Kirkwood	440 Richfield	323 N 24 <sup>th</sup> Street
1135 Frisbie Blvd	1139 Frisbie Blvd	2831 W Dickman Road
2300 W Dickman Road	2821 6 <sup>th</sup> Avenue	412 N 22 <sup>nd</sup> Street
443 N 22 <sup>nd</sup> Street	449 N 22 <sup>nd</sup> Street	441 N 23 <sup>rd</sup> Street
438 N 23 <sup>rd</sup> Street	429 N 24 <sup>th</sup> Street	442 N 24 <sup>th</sup> Street
451 N 24 <sup>th</sup> Street	461 N 25 <sup>th</sup> Street	307 N 29 <sup>th</sup> Street
369 N 32 <sup>nd</sup> Street	359 N 30 <sup>th</sup> Street	VL 28 <sup>th</sup> St & 7 <sup>th</sup> Ave
353 N 30 <sup>th</sup> Street	367 N 29 <sup>th</sup> Street	134 Nettles
733 Upton Avenue	269 Avenue C	423 N 21 <sup>st</sup> Street
323 N 27 <sup>th</sup> Street	336 N Helmer Road	495 Upton Avenue
371 N 32 <sup>nd</sup> Street		

## Mowed by the City:

73 Avenue A	500 Lafayette Street	399 N 20 <sup>th</sup> Street
2861 6 <sup>th</sup> Avenue	323 Richfield	328 Richfield
90 Avenue B	359 N 30 <sup>th</sup> Street	369 N 32 <sup>nd</sup> Street
429 N 24 <sup>th</sup> Street		

# DPW MONTHLY REPORT /MAY 2010

*Prepared for  
CITY MANAGER / CITY COUNCIL*

*by  
TOM MATSON, PW DIRECTOR*

*JUNE 24, 2010*

## ***Labor Breakdown***

Major Street	Labor Hours	%
Routine Maintenance	143	11
Winter Maintenance	0	0
Traffic Service Maintenance	4	0
Local Street		
Routine Maintenance	90	7
Winter Maintenance	0	0
Traffic Service Maintenance	0	0
Noxious Weeds (building fund)	7	1
Vehicle Equipment Maintenance	0	0
Cemetery & Parks	289	23
Sewer	83	6
Water	282	23
City Hall and Grounds (misc.)	15	1
Misc. ( Labor, Sick leave, Personal, Vacation, Holiday)	243	19
Farmers Market	65	5

The grass won't quit growing and we flushed hydrants so that is where all the hours came from. Look for our new street sweeper before the meeting in the parking lot. We finished paving in West Lake Woods and the Fort area and we are working on other projects.

**SPRINGFIELD DEPARTMENT OF PUBLIC SAFETY**  
**MONTHLY ACTIVITY REPORT**

**MAY 2010**

FILE CLASS	INCIDENT	ACTIVITY	YR-DATE	YR-Date 09
900	Homicide	0	0	0
1000	Kidnap	0	0	0
1100	Criminal Sex Conduct	2	5	6
1200	Robbery	0	1	0
1300	Assault	15	43	76
2000	Arson	0	1	0
2200	Burglary	2	24	19
2300	Larceny	11	59	61
2400	Auto Theft	0	1	4
2900	Malicious Destruction	3	20	24
5000	Arrests	134	424	461
5400-2	O.U.I.L.	9	29	29
9400-2	False Alarms	28	91	83
9300-1	Crashes	9	56	68
9500	Misc. Fire	1	2	0
	Structure Fire	0	1	6
	Car Fire	0	0	1
	Hazards/Spills	0	0	0
9500-5	Medicals	38	145	167
9000	Skipped Number	8	35	49
<b>Total Calls For Service</b>		<b>436</b>	<b>1765</b>	<b>1807</b>
	<b>Fire Loss</b>	<b>\$500</b>	<b>\$500</b>	<b>\$79,000</b>

**SPRINGFIELD DEPARTMENT OF PUBLIC SAFETY**  
**MONTHLY ACTIVITY REPORT**

**MAY 2010**

OVERTIME			
Cause	Hours	Other Time	Hours
Cases	41.5	Sick	91
Staffing	123.5	Vacation	180
Court	54	Comp Earned	18
Staff Work	30.5	Comp Used	21.5
Training	48.5	PT Firefighter Hours	105
Total	298		

**INFORMATION**

**Firefighters Scott Cipicic and Mike Jahns completed their Firefighter I & II training and are now fully certified. They had both been in the Fire Academy since January.**

**The department began using its new digital in-car camera systems. These systems were obtained in large part through a U.S. Department of Justice Grant and an MMRMA R.A.P. grant.**



## Manager's Report

June 28, 2010

### Action Items:

#### **Authorization to Sign Access Vision Agreement (Res. #26-10)**

This agreement will extend our funding of Access Vision until the end of our current franchise agreement with Comcast. Access Vision provides a great service to our residents by helping put our meetings in their living rooms each month. The contract will allow us to fund them with as little as 50% of our franchise fee revenue or as much as 60%. Our current budget provides 60% funding, but the budget for FY 10-11 provides for only 50%.

#### **Authorization to Sign MDOT Contracts (Res. #27-10)**

This resolution will give the City Manager and City Clerk permission to sign a series of MDOT contracts.

#### **Authorization to Sign MEDC Agreement (Res. #28-10)**

This resolution will authorize the signing of the grant agreement with the MEDC and the Michigan Strategic Fund for the planned work on New Moon Terrace later this summer.

#### **Approve Business Licenses (Res. #29-10)**

This resolution will approve a number of annual business licenses.

#### **Approval of 4<sup>th</sup> Quarter Budget Amendments (Res. #30-10)**

Jeannine is finalizing the list of budget amendments. We will have them available during agenda session. Jeannine will go over them for the Council at that time.

#### **Adopt Minor in Possession Ordinance (Ord. #01-10)**

This ordinance will amend our current Minor in Possession (MIP) ordinance to bring it into line with a recent MI Supreme Court ruling. The ordinance language that was ruled invalid as part of the case is also included in our ordinance. This amendment will change the wording to meet the expectations of the court.

#### **Bills in line**

I recommend the bills for approval.

Respectfully Submitted,

*Franklin Peterson*

Franklin Peterson  
City Manager



## Manager's Report

June 28, 2010

### Information Items:

1. County Commissioner Lisa Gerow will be in attendance to give a brief presentation on the Senior Millage.
2. Beginning this Sunday, I will be in Lansing volunteering to teach high school students about local government. The program is called the *American Legion Auxiliary Girls State Program*, and it focuses on teaching high school girls about government. Much of the time I'll spend there will be outside of normal work hours, but some parts of the schedule will cause me to be out of the office. My schedule for the event will be as follows:

Sunday: 2p - 10:30p

Monday: 9a - 10p (I'll be back in the office at 5p for the Council meeting).

Tuesday: 9a - 12p (I'll be in the office 6a-8a and 1p-6p).

Wednesday: 9a - 5p (I'll be in the office 6a-8a only).

Thursday: 1p - 10p (I'll be in the office 7a-12p).

Friday: 9a - 5p

As usual, I will also be available via cell phone and email anytime.

3. I will have the new budget document printed and bound, and it will be ready for Council in late July.
4. Kris Vogel will celebrate her 11 year anniversary with the City on June 30<sup>th</sup>!

Agreement to Amend Existing Cable TV  
Franchise Fee Sharing Agreement

This Agreement, made this \_\_\_\_\_ day of June, 2010 between the City of Springfield, a Michigan Municipal Corporation located at 601 Avenue A, Springfield, MI 49037, and Access Vision, a Michigan Non-Profit Corporation located at 70 W Michigan Avenue, Battle Creek, Michigan 49017.

Both parties agree to amend the current Cable TV Franchise Fee Sharing Agreement dated June 6, 2006 as follows:

1. Term of Agreement: This Agreement shall remain in effect through ~~the end of the current Franchise Agreement with Comcast or successors, which is currently effective through July 1, 2010~~ **June 30, 2020**.
  
7. Fees: The City of Springfield will pass through to Access Vision **at least fifty percent (50%), but no more than sixty percent (60%)** of franchise fees received from Comcast or its successor. The payment shall be made on a quarterly basis within thirty (30) days of receipt by the City of Springfield.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement.

**FOR THE CITY OF SPRINGFIELD:**

**FOR ACCESS VISION:**

\_\_\_\_\_  
Franklin Peterson, City Manager

  
\_\_\_\_\_  
Dale Geminder, Executive Director



**June 28, 2010**

**R E S O L U T I O N**

**No. 26-10**

WHEREAS, THE CITY OF SPRINGFIELD has an existing a franchise agreement with  
Comcast; and

WHEREAS, Access Vision is available for community use and broadcasts City meetings  
for free; and

WHEREAS, a portion of the City's franchise fees have supported Access Vision in the past.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF  
SPRINGFIELD to authorize the City Manager to enter into an agreement (attached)  
continuing this relationship.

MOVED: \_\_\_\_\_

SECONDED: \_\_\_\_\_



June 28, 2010

**R E S O L U T I O N**

No. 27-10

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to authorize the  
City Manager; and the City Clerk; to sign MDOT Contracts.

MOVED: \_\_\_\_\_

SECONDED: \_\_\_\_\_



MICHIGAN STRATEGIC FUND

June 3, 2010

300 N. WASHINGTON SQ.  
LANSING, MI 48913

The Honorable Susan Anderson  
Mayor  
City of Springfield  
601 Avenue A  
Springfield, Michigan 49037

MSF BOARD  
D. GREGORY MAIN  
President and Chair  
Michigan Economic  
Development Corporation

LINDA EWING  
United Auto Workers

JAMES HERBERT  
Neogen Corporation

PAUL E. HODGES, III

GEORGE W. JACKSON, JR.  
Detroit Economic  
Growth Corporation

ROBERT KLEINE  
Michigan Department  
of Treasury

MITCHELL A. MONDRY  
M Group, LLC

JAMES G. PETCOFF  
JPFS, LLC

TANLEY PRUSS  
Michigan Department  
of Energy, Labor &  
Economic Growth

RICHARD E. RASSEL  
Butzel Long

CHARLES ROTHSTEIN  
Beringea LLC

Re: Storm Sewer Improvements Project  
MSC 209190-ICE

Dear Mayor Anderson:

On behalf of the Michigan Strategic Fund, I am pleased to inform you that a Michigan Community Development Block Grant (CDBG) has been awarded to the City of Springfield in the amount of \$245,000. The project will allow for storm sewer improvements.

Enclosed are two copies of the grant agreement. The grant agreement governs the performance of an approved grant. Any modification to the grant agreement must have the prior written approval of the Michigan Strategic Fund. I urge you not to make any commitments or enter into negotiations relative to the grant until the grant agreement has been carefully reviewed and executed.

If the grant agreement is acceptable, please sign both copies of the grant offer. Return one set of documents within 30 days from the date of this letter to Chris Whitz, Program Administration, 300 North Washington Square, 3rd Floor, Lansing, Michigan 48913. Ms. Whitz may be contacted at (517) 241-7436. Keep the other set for your files. If you do not return the documents within 30 calendar days, the grant offer may be terminated.

Again, let me congratulate you on the selection of your project for a CDBG program grant. My best wishes for a successful project.

Sincerely,

Michael Pohnl  
Fund Manager  
Michigan Strategic Fund

Enclosures

GRANT NO. MSC 209190-ICE

STATE OF MICHIGAN

ECONOMIC DEVELOPMENT GRANT AGREEMENT

BETWEEN THE

MICHIGAN STRATEGIC FUND

AND THE

CITY OF SPRINGFIELD

STATE OF MICHIGAN

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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I. Grant Offer

II. Special Terms and Conditions

A. Total authorized budget

1. Source of funds
2. Application of funds

B. Scope of Work

III. General Terms and Conditions

Attachment A: Project Budget

Attachment B: Project Description

I. GRANT OFFER FOR MICHIGAN CDBG GRANT NO. MSC 209190-ICE

The Fund Manager of the Michigan Strategic Fund (the "Grantor"), acting pursuant to Resolution 2010-049 of the Michigan Strategic Fund Board, hereby offers to the City of Springfield (the "Grantee"), grant assistance subject to the Grant Agreement.


The maximum amount of grant assistance hereby offered is \$245,000 (the "Grant"), but in no event shall the amount of the grant assistance exceed more than seventy (70%) of the total actual cost of the public infrastructure portion of the project financed with the Grant and local matching funds. If the actual cost is less than shown in the Total Authorized Budget (See Section II(A)(1)), the amount of the Grant shall be reduced on a proportional basis. The Grantee shall be responsible for any cost overruns.

The term of work performance shall be ten (10) months from March 1, 2010 through December 31, 2010 (the "Term"), plus additional time to meet reporting or other procedural requirements. The Grant will only be made available for the Grantee's eligible expenses, which occur during the Term in accordance with the Grant Agreement. The Grant is dependent upon the Grantor's continued receipt of Community Development Block Grant funds and the availability of adequate funds.

This Grant Offer does not commit the Grantor to approve requests for additional funds during or beyond this grant.

The signatories below warrant that they are empowered to enter into this Agreement.

Dated this 3<sup>RD</sup> day of JUNE, 2010



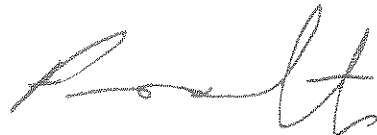
Michael Pohnl  
Fund Manager  
Michigan Strategic Fund

The foregoing Grant Offer is hereby accepted and it is agreed that the funds made available will be used only as set forth herein and in the attached Special and General Terms and Conditions.

Dated this 28<sup>TH</sup> day of June, 2010

WITNESSED BY:





Franklin Peterson  
City Manager  
City of Springfield

II. SPECIAL TERMS AND CONDITIONS

For Michigan CDBG under Title I of the Housing and Community Development Act of 1974, as amended.  
CFDA #: 14.228

EFFECTIVE DATE: March 1, 2010

GRANT NO.: MSC 209190-ICE

TITLE: Storm Sewer Improvements Project

GRANTEE / ADDRESS: City of Springfield  
601 Avenue A  
Springfield, Michigan 49037

GRANT ADMINISTRATOR / ADDRESS: Grant Administrator  
300 North Washington Square  
Third Floor  
Lansing, Michigan 48913  
Phone: (517) 241-7436

A. TOTAL AUTHORIZED BUDGET

1. Sources of funds for the project under this Grant Agreement consist of:

State Cash Contributions	\$245,000
Local Cash Contributions	<u>\$105,000</u>
TOTAL	\$350,000

2. Application of funds to the project supported under this Grant Agreement consists of:

PLEASE REFER TO ATTACHMENT A FOR THE AUTHORIZED BUDGET FOR THIS PROJECT.

B. SCOPE OF WORK

The Scope of Work of the Grantee under this grant shall be to undertake and complete the following activities, as furthered detailed in the Grantee's Grant Application received March 30, 2010 subject to the limitations set forth in the Grant Agreement and applicable federal and state laws, rules and regulations:

1. Prior to the commitment of any project funds, incurring any project costs, and Grantor disbursement of the Grant, the Grantee shall submit to the Grant Administrator a copy of the complete Environmental Review Record (including the Environmental Assessment), and secure written approval by the Grant Administrator for the Request for Release of Funds and Certification. The Request for Release of Funds and Certification represents local completion of the environmental review procedures and requirements as set for in

24 CFR Part 58, "Environmental Review Procedures for Title I Community Development Block Grant Program," issued by the U.S. Department of Housing and Urban Development. Project costs include costs to be paid by the Grant or other local, public or private funds.

2. If the project involves construction activities using the Grant, the Grantee shall provide for approval by the Grant Administrator a copy of all bidding documents or other evidence of compliance with federal labor standards for all construction activities financed in whole or in part with the Grant. Such approval must be secured prior to Grantor disbursement of the Grant for relevant construction activities.
3. If the project involves acquisition of private real estate, permanent easements or right-of-ways, or the relocation of persons, families or farms, the Grantee shall provide for approval by the Grant Administrator documentation of compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970. Such approval must be secured prior to Grantor disbursement of the Grant.
4. If the project involves the demolition or conversion of an occupied dwelling unit or a vacant dwelling unit that may be occupied, the Grantee shall provide for approval by the Grant Administrator, documentation of compliance with Section 104(d) of the Housing & Community Development Act of 1974. Such approval must be secured prior to Grantor disbursement of the Grant.
5. If the Grant is used to acquire real property, the Grantee shall provide a Real Property Management Report (RPMR) for approval by the Grant Administrator prior to Grantor disbursement of the Grant, annually, at close out, and when the property is no longer needed for its original purpose.

If the real property acquired with the Grant is no longer needed for its original purpose at any time during the project and up to five years from close out, the Grantee shall request disposition instructions from the Grantor prior to disposing of the real property acquired or improved in whole or in part with the Grant. Depending on the disposition request, the Grantee may be required to return a portion of the Grant to the Grantor.

6. If the Grant is used to acquire or improve personal property, the Grantee shall submit a Personal Property Management Report for approval by the Grant Administrator prior to Grantor disbursement of the Grant, annually, at close out and when the property is no longer needed for its original purpose.

If the personal property acquired or improved with the Grant is no longer needed for its original purpose at any time during the project and after project close out, the Grantee shall request disposition instructions from the Grantor prior to disposing of the personal property acquired or improved in whole or in part with the Grant. Depending on the current per unit fair market value of the personal property, the Grantee may be required to return a portion of the Grant to the Grantor.

7. Grantee shall comply with the procurement process required by 24 CFR Part 85. Among other things, this regulation applies to all CDBG funded engineering and consultant contracts as well as all CDBG funded construction contracts.
  - a. For engineering and consultant contracts less than or equal to \$100,000, the Small Purchase Procedures as provided in 24 CFR Part 85 may be used. In accord with this regulation and prior to Grantor disbursement of the Grant, Grantee must provide documentation that price or rate quotations were obtained from an adequate number of qualified sources and a copy of the executed contract.
  - b. For engineering and consultant contracts greater than \$100,000, Grantee must use competitive negotiation through a Request for Proposal (RFP) or Request for Qualifications (RFQ) process as provided in 24 CFR Part 85. In accord with this regulation and prior to Grantor disbursement of the Grant, Grantee must submit a copy of the RFP / RFQ, a list of respondents to the RFP / RFQ, Grantee's evaluation and recommendation for the award of the contract(s), and the executed contract(s).
  - c. For construction related contracts, Grantee must use the procurement by Sealed Bids Process as provided in 24 CFR Part 85. In accord with this regulation and prior to Grantor disbursement of the Grant, Grantee must submit a copy of the advertisement for bids and the bid tabulations.
8. The Grantee shall expend up to \$245,000 of the Grant for the project activities as further described in Attachment B.
9. The Grantor may, in its sole discretion, after discussion with representatives of the Grantee, modify or reduce the total amount of grant assistance offered under this Agreement or terminate this Agreement and demand full repayment of disbursed grant proceeds if the Grantee violates, fails, or refuses to comply with any term, condition, or provision of this Agreement.
10. The Grantee shall provide Program Progress Reports beginning October 15, 2010, and every six (6) months thereafter.
11. The Grantee shall provide a Final Program Progress Report 60 days after completion of the Term.
12. The Grantee shall provide documentation that at least one public hearing was held after grant award and prior to formal grant closeout. Such documentation shall be provided prior to formal grant closeout.
13. During each of the Grantee's fiscal years in which a disbursement of the Grant is made under this Agreement, the Grantee shall file an Audit Report. This Audit Report must be prepared by an independent auditor, and be in compliance with the requirements of OMB Circular A-133, or as required by the Grant Administrator. This Audit Report shall be filed with the Grant Administrator within 30 days after completion of the audit, but not later than nine months after the close of the Grantee's fiscal year.

### III. GENERAL TERMS AND CONDITIONS

1. Applicability to Sub Recipients and Contractors: Where performance of the grant project is carried out by any sub recipient or contractor of the Grantee, the provisions of the Grant Agreement shall be made binding on such sub recipient or contractor by the Grantee. This shall be accomplished by a written agreement or contract between the Grantee and sub recipient or contractor. Where the term "Grantee" appears in this Grant Agreement it shall be read to include any sub recipient or contractor of the Grantee.

The ultimate legal responsibility for insuring compliance with requirements of the Grant Agreement is that of the Grantee designated in the Grant Offer.

2. Compliance by the Grantee: The Grantee shall comply with all applicable provision of the "Statement of Assurances" as included in the Grant Application.
3. Maintenance of Records: The Grantee shall maintain records which will allow assessment of the extent of Grantee performance of the Scope of Work and which allow for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over, and accountability for, all funds received. Accounting records must be supported by source documentation such as time sheets and invoices.
4. Retention of Records: The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of three years, unless otherwise specified in the Grant Agreement. The retention period starts from the date of the Grantee's accepted and approved final audit report.
5. Amendments. The Grantee must obtain prior written approval of the Grant Administrator for grant amendments as follows:
  - a. changes of substance in the Scope of Work including new activities or alterations of existing approved activities;
  - b. extensions to the term of work performance for completion of project activities;
  - c. for Grants of less than \$100,000, cumulative changes amount approved CDBG funded budget items which exceed \$5,000 or five percent (5%) of the Grant, whichever is the lesser amount; and
  - d. for Grants of \$100,000 or more, cumulative changes among approved CDBG funded budget items which exceed \$10,000 or five percent (5%) of the Grant, whichever is the lesser amount.

The amendment request must be submitted by an authorized local official of the Grantee.

6. Suspension of Grant: When the Grantee has failed to comply with the grant award stipulations, standards, or conditions, the Grantor may, on reasonable notice to the

Grantee, suspend the grant and withhold further payments, or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate in accordance with these Terms and Conditions. The Grantor will allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet the provisions of OMB Circular A-87.

7. Termination for Cause: The Grantor may terminate this grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of the grant. The Grantor will promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients, or recoveries by the Grantor, will be in accordance with the legal rights and liabilities of the parties.
8. Termination for Convenience: The Grantor or the Grantee may terminate this grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of the Grant. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligation for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Grantor will allow full credit to the Grantee for the Grantor's share of the noncancelable obligations that were properly incurred by the Grantee prior to termination.
9. The Grantee and political subdivisions, agencies, and instrumentalities thereof, when engaged in letting contracts or procuring products or services which involved funds obtained from the Grantor shall ensure that bid specifications, project agreements, other controlling documents, and any other local requirements do not:
  - a. require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations on the same or related projects;
  - b. discriminate against bidders, offerors, contractors or subcontractors for refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations on the same or related construction projects; or
  - c. require any bidder, offeror, contractor, or subcontractor to enter into, adhere to or enforce any agreement that requires its employees as a condition of employment to:
    - i. become members of or become affiliated with a labor organization; or
    - ii. pay dues or fees to a labor organization, over an employee's objection, in excess of the employee's share of labor organization costs relating to collective bargaining, contract administration or grievance adjustment.



SECTION 3 - PROJECT DESCRIPTION

## A. Project Description

1. Describe the history of the proposed project and how the activities for which the grant is being requested will alleviate any problems identified.

Throughout the past 50 years, Springfield has realized different levels of residential development. During much of that time, the City had limited requirements for the installation of storm sewers to accommodate the new development. Accordingly, portions of the City's storm sewer system have not been expanded to account for the additional street and rooftop run off. The resulting problems include storm sewer backups, water discharged onto private property, and water discharge into private dwellings' basements.

This project will assist in improving the storm sewer infrastructure in the project area and will have a great impact on the City's entire storm sewer system, as much of the system is interconnected. A system that provides sufficient capacity throughout the entire system will help avoid costly overflows and backups that negatively affect the integrity of other aspects of our public infrastructure system and reduce storm water discharges onto private properties.

The Springfield City Council has included a project on its Six Year Capital Improvement Plan, which was updated and adopted on February 1, 2010, to meet these needs. The project would include replacing the current storm sewer and related street infrastructure in the project area and adding necessary curb and gutters. The actual undertaking of the project is contingent upon the city securing funding for all or a portion of the project.

2. Describe the work activities, including but not limited to property/easement acquisition, demolition and/or construction, for which the infrastructure grant and other matching funds will be used. Include sizes and quantities for the specific work activities (i.e. 2000 linear feet of 12" water main or 100 linear feet of roadway).

The project will include removing existing roadway, curbing, and storm sewers, and replacing 1,124 linear feet of storm sewer and related materials, 608 square yards of residential roadway (approximately 0.5 street miles), the replacing of 4,730 linear feet of concrete curb, and the replacement of 1,026 square yards of concrete drive approach. The project will require no property acquisition, assessments, or property owner contributions. The project will be 100% funded by a combination of local funds and any proceeds that result from this funding request.

Actual costs directly related to the storm sewer infrastructure are estimated at \$310,000, while incidental costs (i.e. engineering and street reconstruction) are anticipated to cost \$40,000.

3. Describe how these work activities will benefit the entire community or project area. Keep in mind that the work activities must benefit all residents of the project area and cannot benefit residents outside of the project area. Be very specific when describing how the work activities will benefit all of the residents of the low and moderate income project area.

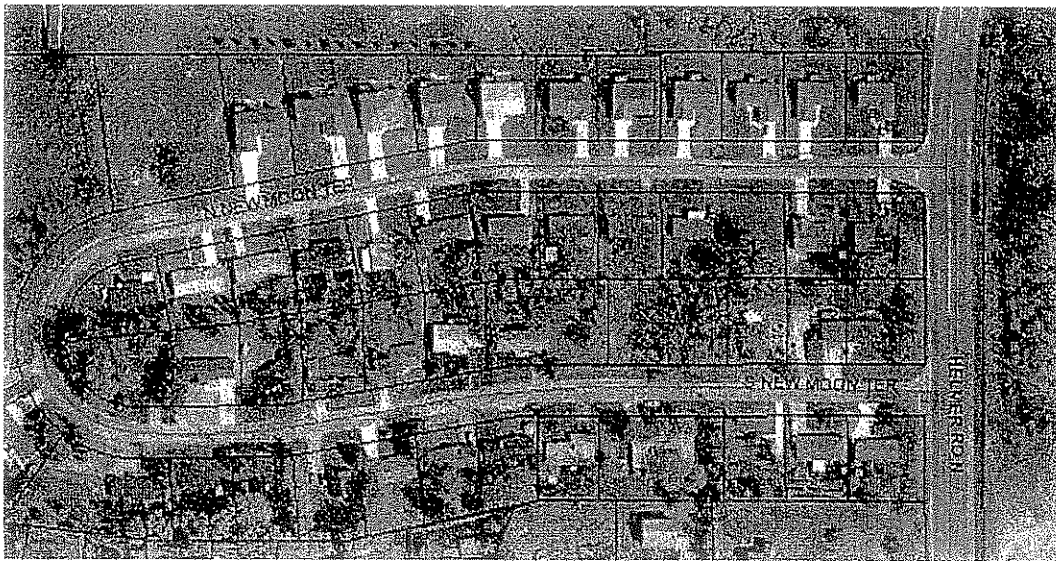
The project will have a city-wide benefit, as much of the City's storm sewer system is interconnected; improving one aspect of the system will have a direct impact on the remainder of

the system. In addition, accomplishing this project with ICE funding will allow the City to complete the improvements without city-wide tax levies, utility rate increases, or special assessments; avoiding tax/fee increases throughout the community will have a positive impact on all members of Springfield, especially our low income and unemployed residents. This project will improve the City's overall storm sewer system by increasing reliability and reducing events of storm water back up and related property damage. The storm water improvements will not only benefit the residents in the project area; it will benefit households upstream and downstream from the project area, as the City will be better prepared to handle the storm water runoff from those additional areas as well – resulting in fewer opportunities for personal property loss and/or damage.

In addition, this project will include the installation of a new street surface in the project area. The investment in the street is part of the City's Six Year Capital Improvement Plan, and completing the project with state and federal assistance through the CDBG program will allow the city to focus its limited resources on additional projects that further benefit the community.

4. Describe the location of the proposed project. Provide a map of the project site and identify all proposed activities and improvements on the map.

The proposed project will benefit the entire community; however, the work will be limited to a specific area of the City. Please see the following map for the actual project location.



5. Provide a project timeline that includes the anticipated start and completion dates for the proposed project's engineering, bid solicitation, and construction. The timeline must include the anticipated day, month and year for each activity.

*Preliminary engineering work, with project cost estimates, has been completed. Local funds are available immediately from the City's Local Streets Fund. Given anticipated needs for final engineering work, the solicitation of bids, project award, and construction, we anticipate the following project schedule:*

<i>Project Step</i>	<i>Date</i>
<i>Receive notification of ICE grant approval</i>	<i>April 1, 2010</i>
<i>Complete Environmental Review</i>	<i>April 30, 2010</i>
<i>Finalize engineering</i>	<i>April 30, 2010</i>
<i>Advertise Project for public bidding</i>	<i>May 6, 2010</i>
<i>Award Project</i>	<i>June 1, 2010</i>
<i>Begin Construction</i>	<i>July 1, 2010</i>
<i>Complete Project</i>	<i>September 30, 2010</i>

*Note that the project timeline is flexible, depending on the actual award notification date. The project will be able to move forward as soon as funding is secured and MEDC approval is granted.*

6. Identify any CDBG Program Income from previously awarded CDBG grants to be included in the proposed project.

None

7. Describe the status of any engineering plans or specifications. If engineering plans or specifications have been completed, please attach copies to the application.

Near Completion

8. Describe the status of any state, federal, or local permits required for implementation of the proposed project.

No state, federal, or local permits will be required for the implementation of this project.

9. List any special fees (i.e. tap in fees, special assessments, hookup fees etc.), which may be charged as a result of the proposed project.

None

10. Indicate whether or not the proposed project activities will be located in designated flood plains as approved and mapped by the Federal Emergency Management Agency or will impact wetlands. If the proposed project includes flood plains or wetlands, please contact our office immediately for technical assistance.

The project is not located within a designated flood plain, and will not include work in or near any wetlands.

11. Indicate whether or not the proposed project involves leasing, acquiring, and/or donating property and/or easements. Your response should include leases, acquisitions, and/or donations of property and easements to be acquired with both CDBG and non-CDBG funds. Identify the seller, the buyer, and the anticipated purchase price. If the proposed project involves leasing, acquiring, and/or donating property and/or easements, please contact our office immediately for technical assistance.

N/A. All proposed work will be conducted in Springfield-controlled road right-of-ways

11. Describe any intended temporary or permanent relocation of businesses, non-profit organizations, homeowners, or tenants as part of the proposed project. If the proposed project involves relocation, please contact our office immediately for technical assistance.

There will be no temporary or permanent relocation of businesses, NPOs, or residents.

**B. National Objective**

Explain that the proposed project will meet the national objective of benefiting low and moderate income persons on an area basis. As part of this explanation, include that the project meets this objective by benefiting all residents of an entire community or project area that is primarily residential and comprised of at least 51 percent low and moderate income persons. Additionally, include the low and moderate income percentage for the entire community or project area.

The City of Springfield appears on the State of Michigan's Low and Moderate Income Communities list dated January 2010, with more than 60% of its residents listed as being below the area's low/moderate income level.

This project will meet the national objective of benefiting low and moderate income persons, as it will benefit the entire City, especially its low and moderate income residents. CDBG funding for this project will make it a feasible undertaking, and without the funding, it is likely that the project would not be completed.



**June 28, 2010**

**R E S O L U T I O N**

**No. 28-10**

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to authorize the City Manager and the Mayor to sign the CDBG Grant Agreement for New Moon Terrace storm sewer improvements.

MOVED: \_\_\_\_\_

SECONDED: \_\_\_\_\_



**June 28, 2010**

**R E S O L U T I O N**

**No. 29-10**

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD that the following

business licenses are hereby approved; said licenses to expire June 30, 2011:

**New or Used Car Dealership**

Henkel Chrysler Jeep, Inc.	1275 W. Dickman Road
Sunshine Toyota, Inc.	1381 W. Dickman Road
Battle Creek Honda	1385 W. Dickman Road
Express Auto of Battle Creek, Inc.	2000 W. Dickman Road
Airway Auto Parts, Inc.	3500 W. Dickman Road
Tri State Used Cars	820 W. Michigan Avenue
Lakeview Auto Sales	2637 W. Dickman Road
Royal Autotec, Inc.	196 N. 20 <sup>th</sup> Street

**Junk and Secondhand Dealer**

Airway Auto Parts, Inc.	3500 W. Dickman Road
Lafayette Auto Parts	890 Lafayette Street

**Collecting Commercial & Industrial Solid Waste**

Best Way Disposal, Inc.	2314 Miller Road, Kalamazoo
Sunny Bay Disposal	3774 W. Michigan Ave

**Collecting Commercial, Industrial & Residential Solid Waste**

Waste Management of Michigan - Southwest	4547 Wayne Road
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**Recycling Center**

Waste Management of Michigan - Southwest	4547 Wayne Road
Airway Auto Parts, Inc.	3500 W. Dickman Road
Lafayette Auto Parts	890 Lafayette Street
Caudill's Recycling	75 N. 14 <sup>th</sup> Street

MOVED: \_\_\_\_\_

SECONDED: \_\_\_\_\_



June 28, 2010

**R E S O L U T I O N**

No. 30-10

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to amend the FY 09/10

Fourth Quarter Budget as submitted and attached.

MOVED: \_\_\_\_\_

SECONDED: \_\_\_\_\_

ORDINANCE NUMBER   1   OF 2010

**AN ORDINANCE TO AMEND CERTAIN SECTIONS OF THE SPRINGFIELD CODE OF ORDINANCES WITH RESPECT TO OFFENSES PERTAINING TO CONTROLLED SUBSTANCES AND UNDER AGED PERSONS.**

SECTION 1. Section 30-195 of the Code of Ordinances, City of Springfield, Michigan, is hereby amended to read as follows:

SECTION 30-195. ASSOCIATION WITH CONTROLLED SUBSTANCES PROHIBITED.

*No person shall knowingly be present in or about any building, apartment, store, automobile, trailer, or other place, or in an area open to the public where a controlled substance is being illegally used, sold, dispensed, furnished, given away, stored or possessed.*

SECTION 2. Section 30-251 of the Code of Ordinances, City of Springfield, Michigan, is hereby amended to read as follows:

SECTION 30-251. PURCHASE, CONSUMPTION OR POSSESSION OF ALCOHOLIC LIQUOR BY MINOR; ATTEMPT; FURNISHING FRAUDULENT IDENTIFICATION TO MINOR.

*(1) - (4) unchanged*

*(5) A public safety officer or peace officer may arrest a minor based in whole or in part upon the results of a preliminary chemical breath analysis. The results of a preliminary chemical breath analysis or other acceptable blood alcohol test are admissible in a criminal prosecution to determine whether the minor has consumed or possessed alcoholic liquor.*

*(6) - (12) unchanged*

SECTION 3. SEVERABILITY OF INVALID PROVISIONS. If any provision of this Ordinance shall be held invalid, its invalidity shall not effect any other provisions of this Ordinance that can be given effect without the invalid provision, and for this purpose the provisions of this Ordinance are hereby declared to be severable.

SECTION 4. REPEAL. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

SECTION 5. SAVINGS CLAUSE. A prosecution which is pending on the effective date of this ordinance and which arose from a violation of an ordinance repealed by this ordinance, or a prosecution which is started within one (1) year after the effective date of this ordinance arising from a violation of an ordinance repealed by this ordinance and which was committed prior to the effective date of this ordinance, shall be tried and determined exactly as if the ordinance had not been repealed.

EFFECTIVE DATE. This Ordinance shall take effect twenty-one (21) days from the date of its passage and shall be published in a newspaper of general circulation not later than one (1) week from the date of adoption by the City of Springfield.

This Ordinance is hereby declared to have been passed and adopted by the City of Springfield, County of Calhoun, State of Michigan, at a regularly scheduled meeting thereof duly called and held on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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Sue Anderson, Mayor

ATTEST:

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Kris Vogel, Clerk

**INVOICE DISTRIBUTION REPORT FOR INVOICES PAID 06/06/10 THRU 06/19/10**

<b>GL Number</b>	<b>GL Desc</b>	<b>Vendor</b>	<b>Amount</b>
<b>Fund 101 GENERAL FUND</b>			
<b>Dept 000</b>			
101-000-231.09	DUE TO MERS-EMPLOYER CONTRIBUTION	MUNICIPAL EMPLOYEES RETIREMENT	11,518.18
101-000-231.10	DUE TO MERS-EMPLOYEE CONTRIBUTION	MUNICIPAL EMPLOYEES RETIREMENT	4,373.39
101-000-615.00	FARMERS MARKET REVENUES	EMILY HORSMAN	25.00
			-----
Total for Dept 000 :			15,916.57
<b>Dept 101 CITY COUNCIL</b>			
101-101-801.88	INTERNET ACCESS	ACDNET	10.00
101-101-956.00	MISCELLANEOUS EXPENSES	PNC BANK VISA	11.98
			-----
Total for Dept 101 CITY COUNCIL:			21.98
<b>Dept 172 CITY MANAGER</b>			
101-172-801.17	COMPUTER CONSULTANT/SUPPORT	PNC BANK VISA	669.90
101-172-801.95	MEMBERSHIP & DUES	PNC BANK VISA	633.60
101-172-860.91	MEALS	PNC BANK VISA	12.00
101-172-956.00	MISCELLANEOUS EXPENSES	PNC BANK VISA	31.79
			-----
Total for Dept 172 CITY MANAGER:			1,347.29
<b>Dept 191 ELECTIONS</b>			
101-191-956.00	MISCELLANEOUS EXPENSES	PNC BANK VISA	58.34
			-----
Total for Dept 191 ELECTIONS:			58.34
<b>Dept 209 CITY ASSESSOR</b>			
101-209-716.14	MEDICAL DEDUCTIBLE	AMERAPLAN FUNDING	816.49
101-209-716.14	MEDICAL DEDUCTIBLE	AMERAPLAN FUNDING	24.61
101-209-716.14	MEDICAL DEDUCTIBLE	AMERAPLAN FUNDING	12.00
101-209-801.00	CONTRACTUAL SERVICES	PENNFIELD CHARTER TOWNSHIP	2,464.77
			-----
Total for Dept 209 CITY ASSESSOR:			3,317.87
<b>Dept 253 FINANCE</b>			
101-253-718.00	MERS-EMPLOYER CONTRIBUTION	MUNICIPAL EMPLOYEES RETIREMENT	(0.05)
101-253-727.40	PAPER	STAPLES BUSINESS ADVANTAGE	153.71
101-253-727.50	DATA PROCESSING SUPPLIES	STAPLES BUSINESS ADVANTAGE	65.94
101-253-727.95	STORE FUND	STAPLES BUSINESS ADVANTAGE	20.77
101-253-956.00	MISCELLANEOUS EXPENSES	CULLIGAN	23.50
101-253-963.00	CHARGEBACKS/BOR/MTT/REFUNDS	CITY OF SPRINGFIELD INC TAX	2,758.34
			-----
Total for Dept 253 FINANCE:			3,022.21
<b>Dept 260 CITY CLERK</b>			
101-260-716.14	MEDICAL DEDUCTIBLE	AMERAPLAN FUNDING	544.32
101-260-716.14	MEDICAL DEDUCTIBLE	AMERAPLAN FUNDING	16.40
101-260-716.14	MEDICAL DEDUCTIBLE	AMERAPLAN FUNDING	8.00
101-260-727.00	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	6.80
			-----
Total for Dept 260 CITY CLERK:			575.52

**INVOICE DISTRIBUTION REPORT FOR INVOICES PAID 06/06/10 THRU 06/19/10**

<b>GL Number</b>	<b>GL Desc</b>	<b>Vendor</b>	<b>Amount</b>
<b>Dept 265 CITY HALL &amp; GROUNDS</b>			
101-265-775.00	REPAIR & MAINT SUPPLIES	SPRINGFIELD DO IT CENTER	18.43
101-265-775.00	REPAIR & MAINT SUPPLIES	PNC BANK VISA	18.53
101-265-775.00	REPAIR & MAINT SUPPLIES	PNC BANK VISA	47.14
101-265-920.20	ELECTRICITY	CONSUMERS ENERGY	1,005.00
101-265-920.20	ELECTRICITY	CONSUMERS ENERGY	214.45
			-----
Total for Dept 265 CITY HALL & GROUNDS:			1,303.55
<b>Dept 270 FARMERS MARKET</b>			
101-270-900.10	ADVERTISING	BATTLE CREEK SHOPPER NEWS	117.36
101-270-900.10	ADVERTISING	CUMULUS BROADCASTING-BATTLE CREEK	125.00
101-270-920.20	ELECTRICITY	CONSUMERS ENERGY	324.68
101-270-956.00	MISCELLANEOUS EXPENSES	PNC BANK VISA	113.59
101-270-956.06	SPECIAL EVENTS	PNC BANK VISA	163.22
			-----
Total for Dept 270 FARMERS MARKET:			843.85
<b>Dept 276 CEMETERY</b>			
101-276-775.00	REPAIR & MAINT SUPPLIES	BATTLE CREEK FARM BUREAU ASSOC	4.72
101-276-775.00	REPAIR & MAINT SUPPLIES	UNITED STATES LUMBER CO	33.65
101-276-775.35	EQUIPMENT PARTS & SUPPLIES	DADOW POWER EQUIPMENT	79.99
101-276-775.35	EQUIPMENT PARTS & SUPPLIES	PNC BANK VISA	128.91
101-276-920.20	ELECTRICITY	CONSUMERS ENERGY	27.02
			-----
Total for Dept 276 CEMETERY:			274.29
<b>Dept 345 PUBLIC SAFETY DEPT</b>			
101-345-716.14	MEDICAL DEDUCTIBLE	AMERAPLAN FUNDING	20.00
101-345-716.14	MEDICAL DEDUCTIBLE	AMERAPLAN FUNDING	1,930.75
101-345-716.14	MEDICAL DEDUCTIBLE	AMERAPLAN FUNDING	20.00
101-345-716.14	MEDICAL DEDUCTIBLE	AMERAPLAN FUNDING	20.00
101-345-716.14	MEDICAL DEDUCTIBLE	AMERAPLAN FUNDING	20.00
101-345-716.15	PRESCRIPTION REIMBURSEMENT	EMPLOYEE #13	40.00
101-345-716.15	PRESCRIPTION REIMBURSEMENT	EMPLOYEE #13	40.00
101-345-727.00	OFFICE SUPPLIES	PNC BANK VISA	23.31
101-345-727.00	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	195.98
101-345-775.00	REPAIR & MAINT SUPPLIES	ARISTOCHEM INC	148.30
101-345-801.04	PROSECUTION	MUMFORD SCHUBEL NORLANDER	2,912.00
101-345-801.97	CONFERENCE COSTS	PNC BANK VISA	48.52
101-345-920.10	NATURAL GAS	SEMCO ENERGY	96.61
101-345-920.20	ELECTRICITY	CONSUMERS ENERGY	19.66
101-345-920.20	ELECTRICITY	CONSUMERS ENERGY	1,060.32
101-345-920.20	ELECTRICITY	CONSUMERS ENERGY	19.66
101-345-930.05	BUILDING MAINTENANCE	SPRINGFIELD DO IT CENTER	82.23
101-345-930.30	EQUIPMENT MAINTENANCE	DOBOS LAWNMOWER SALES	3.46
101-345-956.00	MISCELLANEOUS EXPENSES	PNC BANK VISA	32.70
101-345-956.00	MISCELLANEOUS EXPENSES	PNC BANK VISA	44.48
101-345-956.10	TRAINING & EDUCATION	SPRINGFIELD DO IT CENTER	66.09
101-345-956.10	TRAINING & EDUCATION	C.M.P. DISTRIBUTORS, INC.	191.00
101-345-956.10	TRAINING & EDUCATION	EMPLOYEE #17	339.00
			-----
Total for Dept 345 PUBLIC SAFETY DEPT:			7,374.07

**INVOICE DISTRIBUTION REPORT FOR INVOICES PAID 06/06/10 THRU 06/19/10**

<b>GL Number</b>	<b>GL Desc</b>	<b>Vendor</b>	<b>Amount</b>
<b>Dept 441 PUBLIC WORKS DEPARTMENT</b>			
101-441-716.14	MEDICAL DEDUCTIBLE	AMERAPLAN FUNDING	184.30
101-441-716.14	MEDICAL DEDUCTIBLE	AMERAPLAN FUNDING	63.92
101-441-716.14	MEDICAL DEDUCTIBLE	AMERAPLAN FUNDING	20.00
101-441-716.14	MEDICAL DEDUCTIBLE	AMERAPLAN FUNDING	40.00
101-441-716.14	MEDICAL DEDUCTIBLE	AMERAPLAN FUNDING	20.00
101-441-716.14	MEDICAL DEDUCTIBLE	AMERAPLAN FUNDING	180.00
101-441-716.15	PRESCRIPTION REIMBURSEMENT	EMPLOYEE #20	40.00
101-441-722.10	UNIFORMS	G & K SERVICES	31.95
101-441-740.00	OPERATING SUPPLIES	PNC BANK VISA	279.98
101-441-956.00	MISCELLANEOUS EXPENSES	PNC BANK VISA	199.99
101-441-956.00	MISCELLANEOUS EXPENSES	PNC BANK VISA	99.00
101-441-956.00	MISCELLANEOUS EXPENSES	PNC BANK VISA	131.64
Total for Dept 441 PUBLIC WORKS DEPARTMENT:			1,290.78
<b>Dept 450 STREET LIGHTING</b>			
101-450-920.20	ELECTRICITY	CONSUMERS ENERGY	15.25
101-450-920.20	ELECTRICITY	CONSUMERS ENERGY	9,495.71
Total for Dept 450 STREET LIGHTING:			9,510.96
<b>Total for Fund 101 GENERAL FUND:</b>			<b>44,857.28</b>
<b>Fund 202 MAJOR STREET FUND</b>			
<b>Dept 474 TRAFFIC SERVICE MAINTENANCE</b>			
202-474-920.20	ELECTRICITY	CONSUMERS ENERGY	173.62
Total for Dept 474 TRAFFIC SERVICE MAINTENANCE:			173.62
<b>Total for Fund 202 MAJOR STREET FUND:</b>			<b>173.62</b>
<b>Fund 211 INCOME TAX FUND</b>			
<b>Dept 000</b>			
211-000-231.09	DUE TO MERS-EMPLOYER CONTRIBUTION	MUNICIPAL EMPLOYEES RETIREMENT	913.60
Total for Dept 000 :			913.60
<b>Dept 202 INCOME TAX ADMINISTRATION</b>			
211-202-727.40	PAPER	STAPLES BUSINESS ADVANTAGE	51.24
211-202-727.50	DATA PROCESSING SUPPLIES	STAPLES BUSINESS ADVANTAGE	35.99
211-202-801.13	INCOME TAX COMPLIANCE	LEXISNEXIS RISK DATA MGMT INC	92.95
211-202-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	45.00
211-202-801.97	CONFERENCE COSTS	BEST WESTERN LAPEER INN	89.10
211-202-801.97	CONFERENCE COSTS	EMPLOYEE #55	129.44
Total for Dept 202 INCOME TAX ADMINISTRATION:			443.72
<b>Total for Fund 211 INCOME TAX FUND:</b>			<b>1,357.32</b>

**INVOICE DISTRIBUTION REPORT FOR INVOICES PAID 06/06/10 THRU 06/19/10**

<b>GL Number</b>	<b>GL Desc</b>	<b>Vendor</b>	<b>Amount</b>
<b>Fund 232 TIFA B FUND</b>			
Dept 536 OPERATING EXPENSES			
232-536-801.00	CONTRACTUAL SERVICES	PNC BANK VISA	500.00
			-----
Total for Dept 536 OPERATING EXPENSES:			500.00
			=====
<b>Total for Fund 232 TIFA B FUND:</b>			<b>500.00</b>
<b>Fund 236 TIFA D FUND</b>			
Dept 536 OPERATING EXPENSES			
236-536-801.00	CONTRACTUAL SERVICES	PNC BANK VISA	500.00
236-536-920.20	ELECTRICITY	CONSUMERS ENERGY	30.69
			-----
Total for Dept 536 OPERATING EXPENSES:			530.69
			=====
<b>Total for Fund 236 TIFA D FUND:</b>			<b>530.69</b>
<b>Fund 238 ECONOMIC DEVELOPMENT FUND</b>			
Dept 536 OPERATING EXPENSES			
238-536-956.02	MMM S/A PAID TO BID	BATTLE CREEK UNLIMITED	1,080.01
			-----
Total for Dept 536 OPERATING EXPENSES:			1,080.01
			=====
<b>Total for Fund 238 ECONOMIC DEVELOPMENT FUND:</b>			<b>1,080.01</b>
<b>Fund 265 DRUG LAW ENFORCEMENT FUND</b>			
Dept 536 OPERATING EXPENSES			
265-536-800.01	EXPENSE OF SEIZURE	MCCLAIN'S TOWING SERVICE	80.00
265-536-800.01	EXPENSE OF SEIZURE	MUMFORD SCHUBEL NORLANDER	390.00
			-----
Total for Dept 536 OPERATING EXPENSES:			470.00
			=====
<b>Total for Fund 265 DRUG LAW ENFORCEMENT FUND:</b>			<b>470.00</b>
<b>Fund 590 SEWER FUND</b>			
Dept 442 OPERATING EXPENSES			
590-442-727.90	POSTAGE	LAKE MICHIGAN MAILERS INC	138.78
590-442-801.20	ANSWERING SERV/MISS DIG	AMBS CALL CENTER	53.80
590-442-801.30	SEWER SERVICE	CITY OF BATTLE CREEK	30,522.62
			-----
Total for Dept 442 OPERATING EXPENSES:			30,715.20
			=====
<b>Total for Fund 590 SEWER FUND:</b>			<b>30,715.20</b>
<b>Fund 591 WATER FUND</b>			
Dept 442 OPERATING EXPENSES			
591-442-727.90	POSTAGE	LAKE MICHIGAN MAILERS INC	138.78
591-442-775.00	REPAIR & MAINT SUPPLIES	PNC BANK VISA	2,993.06
591-442-801.20	ANSWERING SERV/MISS DIG	AMBS CALL CENTER	53.80
591-442-801.31	READINESS-TO-SERVE FEE	CITY OF BATTLE CREEK	437.19
591-442-801.33	WATER DELIVERY	CITY OF BATTLE CREEK	24,615.15
591-442-956.00	MISCELLANEOUS EXPENSES	PNC BANK VISA	13.49
			-----
Total for Dept 442 OPERATING EXPENSES:			28,251.47
			=====
<b>Total for Fund 591 WATER FUND:</b>			<b>28,251.47</b>

**INVOICE DISTRIBUTION REPORT FOR INVOICES PAID 06/06/10 THRU 06/19/10**

<b>GL Number</b>	<b>GL Desc</b>	<b>Vendor</b>	<b>Amount</b>
Fund 596 REFUSE FUND			
Dept 442 OPERATING EXPENSES			
596-442-727.90	POSTAGE	LAKE MICHIGAN MAILERS INC	138.78
596-442-801.35	CONTRACTUAL REFUSE SERVICE	WASTE MANAGEMENT MI- SOUTHWEST	13,298.96
596-442-801.36	FUEL SURCHARGE-WM	WASTE MANAGEMENT MI- SOUTHWEST	162.13
			<hr/>
Total for Dept 442 OPERATING EXPENSES:			13,599.87
			<hr/> <hr/>
<b>Total for Fund 596 REFUSE FUND:</b>			<b>13,599.87</b>
Fund 661 VEHICLE FUND			
Dept 209 CITY ASSESSOR			
661-209-740.05	GASOLINE	FUEL MANAGEMENT SYSTEM	81.49
661-209-930.09	VEHICLE MAINTENANCE	SUNSHINE TOYOTA	43.57
			<hr/>
Total for Dept 209 CITY ASSESSOR:			125.06
Dept 345 PUBLIC SAFETY DEPT			
661-345-740.05	GASOLINE	FUEL MANAGEMENT SYSTEM	2,486.01
661-345-740.15	DIESEL FUEL	FUEL MANAGEMENT SYSTEM	135.40
			<hr/>
Total for Dept 345 PUBLIC SAFETY DEPT:			2,621.41
Dept 441 PUBLIC WORKS DEPARTMENT			
661-441-740.05	GASOLINE	FUEL MANAGEMENT SYSTEM	977.54
661-441-740.05	GASOLINE	PNC BANK VISA	28.89
661-441-740.15	DIESEL FUEL	FUEL MANAGEMENT SYSTEM	439.38
661-441-775.00	REPAIR & MAINT SUPPLIES	AUTO-WARES INC	9.85
661-441-775.00	REPAIR & MAINT SUPPLIES	EDWARDS INDUSTRIAL SALES INC	75.96
661-441-775.24	LUBRICANTS & HYDRAULIC OIL	WALTERS-DIMMICK PETROLEUM INC	65.52
661-441-970.01	CAPITAL OUTLAY - VEHICLE	FREDERICSON SUPPLY LLC	198,887.00
			<hr/>
Total for Dept 441 PUBLIC WORKS DEPARTMENT:			200,484.14
			<hr/> <hr/>
<b>Total for Fund 661 VEHICLE FUND:</b>			<b>203,230.61</b>
Fund Totals:			
Fund 101 GENERAL FUND			44,857.28
Fund 202 MAJOR STREET FUND			173.62
Fund 211 INCOME TAX FUND			1,357.32
Fund 232 TIFA B FUND			500.00
Fund 236 TIFA D FUND			530.69
Fund 238 ECONOMIC DEVELOPMENT FUND			1,080.01
Fund 265 DRUG LAW ENFORCEMENT FUND			470.00
Fund 590 SEWER FUND			30,715.20
Fund 591 WATER FUND			28,251.47
Fund 596 REFUSE FUND			13,599.87
Fund 661 VEHICLE FUND			203,230.61
			<hr/> <hr/>
<b>Total - All Funds</b>			<b>324,766.07</b>