

City of Pottersville - Council Agenda

Thursday, March 17, 2022 – 7:00 p.m. – Pottersville City Hall, 319 N. Nelson Street

A. Call to Order:

B. Pledge of Allegiance:

C. Roll Call:

D. Approval of Agenda:

E. Approval of Minutes: Meeting minutes from February 23, 2022

F. Approval of Bills: General Bills: \$55,363.67 + \$11,352.56 = \$66,716.23

G. Bank Reconciliations: February 2022 General, Tax and Payroll

H. City Manager's Report: Manager's report in the March 17, 2022, packet.

I. Public Comment on agenda items:

J. Commission/Committee Reports: Reports in the March 17, 2022, packet.

K. Department Reports: Administration- Department reports in the March 17, 2022, packet.

L. New Business:

- a) **Cambria Ridge Site Condominium** - Preliminary Plan Review, 23-700-023-400-051-05 Westview Capital, LLC
- b) **Public Hearing** – Utility Rates
- c) **Resolution No. 22-0317-03** - Mobile Home Park Water & Wastewater Utility Fee Rates
- d) **Resolution No. 22-0317-04** - New Water and Wastewater Utility Fee Rates
- e) **Resolution No. 22-0317-05** – Michigan Department of Transportation Contract No. 22-5081
- f) **Resolution No. 22-0317-06** - DNR Recreation Passport Grant Application RP22-0031

M. Public Comment on non-agenda items:

N. Communication from the Mayor and Council:

O. Next Meeting: Thursday, April 21, 2022, at 7:00 p.m.

P. Excuse absent member(s):

Q. Motion to Adjourn:

City of Potterville

319 N. Nelson St. ♦ PO Box 488 ♦ Potterville, MI 48876 ♦ Phone: (517) 645-7641
Fax: (517) 645-7810 ♦ www.pottervillemi.org

City Council Meeting was called to order by Mayor Kring on Wednesday, February 23, 2022, at 7:05 pm and the Pledge of Allegiance was recited.

Roll Call: Present: Mayor Kring, Deputy Mayor Lenneman (arrived at 7:10), Member Nichols, Member Potter, Member Pulda, Member Rogers, and Member Smalley

Absent: None

Approval of Agenda: Motion by Member Pulda. Supported by Member Potter. Vote: Ayes: 6. Nays: 0. Motion Carried (6-0).

Approval of Minutes: Motion by Member Nichols. Supported by Member Smalley. Vote: Ayes: 7. Nays: 0. Motion Carried (7-0).

Approval of Closed Session Minutes: Motion by Member Nichols. Supported by Member Pulda. Vote: Ayes: 7. Nays: 0. Motion Carried (7-0).

Approval of Bills: Motion by Member Rogers to approve payment of General Bills in the amount of \$42,384.01. Supported by Deputy Mayor Lenneman. Roll Call Vote: Ayes: Mayor Kring, Deputy Mayor Lenneman, Member Nichols, Member Potter, Member Pulda, Member Rogers and Member Smalley Nays: None. Motion Carried (7-0).

Approval of Bank Reconciliations: Motion by Member Smalley to approve January 2022 accounts for General, Tax and Payroll. Supported by Deputy Mayor Lenneman. Roll Call Vote: Ayes: Mayor Kring, Deputy Mayor Lenneman, Member Nichols, Member Potter, Member Pulda, Member Rogers and Member Smalley Nays: None. Motion Carried (7-0).

City Manager's Report: Manager's report is in the February 23, 2022, Council packet. Mayor Kring inquired if the ARPA funds were set aside for a certain project or just put in the General fund. City Manager confirmed they are assigned a separate general ledger number to track the use of the money.

Public Comment on Agenda Items: None

Commission/Committee Reports: Mayor Kring commented that there were some questions on the Parks and Recreation Facebook page that may need addressed.

Department Reports: Chief Barry shared reports showing the last four years of trends comparing calls for service and by nature. Chief Barry has submitted a grant application to assist in recruitment enhancement. Chief Barry recognized Officer Betts for going above and beyond the scope of his duties when he assisted a homeowner with potentially dangerous situation.

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Officer Betts commitment to service above self demonstrates the helping hands culture of Potterville. Chief is working alongside of the school to consider a possible school resource officer.

New Business:

Michigan Uniform Video Service Local Franchise Agreement: Motion by Member Smalley to approve entering into the agreement. Supported by Member Nichols. Roll Call Vote: Ayes: Mayor Kring, Deputy Mayor Lenneman, Member Nichols, Member Potter, Member Pulda, Member Rogers and Member Smalley Nays: None. Motion Carried (7-0).

Public Comment on Non-Agenda Items: A few residents were present hoping to speak on the water rate issue but will come to next meeting for the public hearing.

Communications from Mayor and Council:

Next Meeting: Thursday, March 17, 2022

Excuse Absent Members: None

Meeting Adjourned at 7:46 pm

Respectfully Submitted by:

Becky Dolman
City Clerk

03/10/2022 02:44 PM

User: RDOLMAN

DB: Potterville

CUSTOM INVOICE REPORT FOR CITY OF POTTERVILLE
 EXP CHECK RUN DATES 02/18/2022 - 03/14/2022
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GEN

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: ACE HARDWARE-GRAND LEDGE FEBRUARY	SUPPLIES	131.60
TOTAL VENDOR ACE HARDWARE-GRAND LEDGE		131.60
VENDOR NAME: APPLIED IMAGING FEB	COPIER	62.91
TOTAL VENDOR APPLIED IMAGING		62.91
VENDOR NAME: BALL SEPTIC TANK SERVICE 8143	WASTEWATER PLANT MANHOLE	325.00
TOTAL VENDOR BALL SEPTIC TANK SERVICE		325.00
VENDOR NAME: BARRY, RICHARD MARCH	A-LIGHTNING BRAIDED CORD, MEALS FOR TRAI	120.74
TOTAL VENDOR BARRY, RICHARD		120.74
VENDOR NAME: BELPREZ, TAMMY 03/03/2022	UB refund for account: CHEW-000318-0000-	83.70
TOTAL VENDOR BELPREZ, TAMMY		83.70
VENDOR NAME: BETTS, LUKE MAR RECEIPTS	MEALS FOR TRAINING	126.82
TOTAL VENDOR BETTS, LUKE		126.82
VENDOR NAME: BOBCAT OF LANSING W18194	REPLACED BROKEN ACD CONTROLLERD	550.00
TOTAL VENDOR BOBCAT OF LANSING		550.00
VENDOR NAME: BS&A SOFTWARE 139558 139578	COMMUNITY DEVELOPEMENT BUILDING.NET DATA BUIDING SOFTWARE	3,250.00 3,925.00
TOTAL VENDOR BS&A SOFTWARE		7,175.00
VENDOR NAME: CITY OF POTTERVILLE 1/25-2/23/22	UTILITIES	458.62
TOTAL VENDOR CITY OF POTTERVILLE		458.62
VENDOR NAME: CONSUMERS ENERGY FEB MARCH	UTILITIES UTILITIES	9,060.94 1,752.98
TOTAL VENDOR CONSUMERS ENERGY		10,813.92
VENDOR NAME: COOPER, PETER MARCH	MILEAGE FOR TRAINING	120.51
TOTAL VENDOR COOPER, PETER		120.51
VENDOR NAME: CUMMINS BRIDGEWAY, LLC S3-31301	FULL SRV W/1.5 HR, PARTS, MOTOR OIL	710.91
TOTAL VENDOR CUMMINS BRIDGEWAY, LLC		710.91
VENDOR NAME: D & L FUELS FEB	FUEL	1,843.56
TOTAL VENDOR D & L FUELS		1,843.56
VENDOR NAME: DAVID FLOYD BAND	GIZZARDFEST BE KIND REWIND BAND CONTRACT	1,000.00
TOTAL VENDOR DAVID FLOYD		1,000.00
VENDOR NAME: DELAU FIRE SERVICES 362216	ANNUAL INSPECTION FIRE EXTINGUISHER, REC	435.00
TOTAL VENDOR DELAU FIRE SERVICES		435.00
VENDOR NAME: DELTA DENTAL 02/22/2022	DENTAL BENEFITS	944.18
TOTAL VENDOR DELTA DENTAL		944.18

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CUSTOM INVOICE REPORT FOR CITY OF POTTERVILLE
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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: DELUX TENTS AND EVENT 37370-2	GIZZARDFEST TENT RENTAL	4,229.50
TOTAL VENDOR DELUX TENTS AND EVENT		4,229.50
VENDOR NAME: EATON COUNTY SHERIFF'S DEPARTMENT 2022-00000014	WORK CREW SERVICES FULL DAY	300.00
TOTAL VENDOR EATON COUNTY SHERIFF'S DEPARTMENT		300.00
VENDOR NAME: EGLE APPLICATION	DISTRIBUTION CERTIFICATION EXAMINATION F	210.00
WASTEWATER APP	EXAMS FOR DPW- COOPER AND LEIK	90.00
TOTAL VENDOR EGLE		300.00
VENDOR NAME: FCI AUTOMATION - LANSING MARCH	ABRASION SLEEVE	44.70
0042146	FLOW TRUCK REPAIR	100.30
TOTAL VENDOR FCI AUTOMATION - LANSING		145.00
VENDOR NAME: GRANGER CONTAINER SERVICE, INC 23770604	TRASH SERVICE	237.32
TOTAL VENDOR GRANGER CONTAINER SERVICE, INC		237.32
VENDOR NAME: GRIFFIN, DEBRA FEB	PLUNGER BRUSH, COMMAND HOOKS,	16.59
TOTAL VENDOR GRIFFIN, DEBRA		16.59
VENDOR NAME: HUTSON, INC MARCH	20 BAR & CHAIN, 14 BAR & CHAIN, EYE PROT	1,487.35
TOTAL VENDOR HUTSON, INC		1,487.35
VENDOR NAME: KRIDER, ARIEL 196213 RECEIPT	UNABLE TO PLAY DUE TO LIVING SITUATION	155.00
TOTAL VENDOR KRIDER, ARIEL		155.00
VENDOR NAME: LEIK, DUSTIN REIMBURSEMENT	REIMBURSEMENT FOR PARTS; O RING- FOR SEA	56.75
TOTAL VENDOR LEIK, DUSTIN		56.75
VENDOR NAME: LEXISNEXIS COPLOGIC SOLUTIONS, INC 808229-202111231	CITATION SUPPORT AND MAINTENANCE FEE	878.44
TOTAL VENDOR LEXISNEXIS COPLOGIC SOLUTIONS, INC		878.44
VENDOR NAME: MALONEY CARPET CO. G122221	CARPET INSTALLATION	1,832.08
TOTAL VENDOR MALONEY CARPET CO.		1,832.08
VENDOR NAME: MARC MOORE GIZZARD FEST	GIZZARD FEST BAND	500.00
TOTAL VENDOR MARC MOORE		500.00
VENDOR NAME: MENARDS-LANSING WEST 33311	METRIC QD SET, 3/8 QD SET	93.91
TOTAL VENDOR MENARDS-LANSING WEST		93.91
VENDOR NAME: MICHAEL FREDERICKS MARCH	GIZZARDFEST GLOBAL VILLAGE BAND	1,500.00
TOTAL VENDOR MICHAEL FREDERICKS		1,500.00
VENDOR NAME: NYE UNIFORM 802275	CLOTH BADGE	101.30
TOTAL VENDOR NYE UNIFORM		101.30
VENDOR NAME: PAKKALA AUTOMOTIVE 20490	STEERING REPAIR	155.83
TOTAL VENDOR PAKKALA AUTOMOTIVE		155.83

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CUSTOM INVOICE REPORT FOR CITY OF POTTERVILLE
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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: PHP 220462117	MEDICAL BENEFITS	5,351.42
TOTAL VENDOR PHP		5,351.42
VENDOR NAME: PRESTON COMMUNITY SERVICES LLC JANUARY 2022	WORK COMPLETED DEC. 1-31, 2021	1,333.33
FEBRUARY	COMPLETED WORK FROM JAN. 1-31, 2022	1,333.33
TOTAL VENDOR PRESTON COMMUNITY SERVICES LLC		2,666.66
VENDOR NAME: QUILL CO 23251356	PAPER	82.97
TOTAL VENDOR QUILL CO		82.97
VENDOR NAME: RHODE, REMALYN 03/10/2022	UB refund for account: DUNS-000212-0000-	12.01
TOTAL VENDOR RHODE, REMALYN		12.01
VENDOR NAME: SCHULTZ INC 42635	SLUDGED REMOVED FOR DISPOSAL WASTE WATER	2,651.32
42628	SLUDGE REMOVED FOR DISPOSAL	1,636.04
TOTAL VENDOR SCHULTZ INC		4,287.36
VENDOR NAME: SHARE CORPORATION 192776	SURE-SHOT SPRAYER 32 OZ	176.36
TOTAL VENDOR SHARE CORPORATION		176.36
VENDOR NAME: STATE OF MICHIGAN (A) 761-10982778	WATER TEST	14.00
TOTAL VENDOR STATE OF MICHIGAN (A)		14.00
VENDOR NAME: STATE OF MICHIGAN (E) 551-597636	TOKEN FEE 1/1/22 - 3/31/22	33.00
TOTAL VENDOR STATE OF MICHIGAN (E)		33.00
VENDOR NAME: TEIGELER, DENNIS 03/10/2022	UB refund for account: DUNN-000231-0000-	46.55
TOTAL VENDOR TEIGELER, DENNIS		46.55
VENDOR NAME: THE COUNTY JOURNAL 243378	UTILITY RATE PUBLIC HEARING	77.80
243380	BOARD OF REVIEW	87.40
243379	BOARD OF REVIEW	87.40
243608	YOUTH BASEBALL	116.20
TOTAL VENDOR THE COUNTY JOURNAL		368.80
VENDOR NAME: THE PARTS PLACE-CHARLOTTE 224948	PREM AW 32 HYDFL	197.96
TOTAL VENDOR THE PARTS PLACE-CHARLOTTE		197.96
VENDOR NAME: THRUN LAW FIRM, P.C. 276124	LEXISNEXIS SERVICES 1/1 - 1/31/22	3.68
TOTAL VENDOR THRUN LAW FIRM, P.C.		3.68
VENDOR NAME: TRACEY RICHEY 196089 RECEIPT	PLAYER CAN NO LONGER PLAY	155.00
TOTAL VENDOR TRACEY RICHEY		155.00
VENDOR NAME: UNITED STATES POST OFFICE FEB 25	POSTAGE	208.24
TOTAL VENDOR UNITED STATES POST OFFICE		208.24
VENDOR NAME: VERIZON WIRELESS 9900761417	CELL PHONES	481.12
TOTAL VENDOR VERIZON WIRELESS		481.12
VENDOR NAME: VISION SERVICE PLAN MARCH 2022	VISION	234.50

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CUSTOM INVOICE REPORT FOR CITY OF POTTERVILLE
EXP CHECK RUN DATES 02/18/2022 - 03/14/2022
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: GEN

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: VISION SERVICE PLAN		
	TOTAL VENDOR VISION SERVICE PLAN	234.50
VENDOR NAME: WILLIAMS & WORKS		
93789	PLANNING AND ZONING ASSISTANCE	910.00
93806	CAMBRIA RIDGE	1,536.50
93731	SUNSET DR	1,706.00
	TOTAL VENDOR WILLIAMS & WORKS	4,152.50
GRAND TOTAL:		55,363.67

03/17/2022 04:27 PM

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CUSTOM INVOICE REPORT FOR CITY OF POTTERVILLE
 EXP CHECK RUN DATES 03/11/2022 - 03/17/2022
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: ALL AMERICAN PORTABLE TOILETS MARCH	GIZZARDFEST - PORTABLE TOILETS	2,445.00
TOTAL VENDOR ALL AMERICAN PORTABLE TOILETS		2,445.00
VENDOR NAME: BETTS, LUKE RECEIPTS	MEALS FOR TRAINING	13.78
TOTAL VENDOR BETTS, LUKE		13.78
VENDOR NAME: BLUE LINE INNOVATIONS, LLC 14685	ARMOR,	212.17
TOTAL VENDOR BLUE LINE INNOVATIONS, LLC		212.17
VENDOR NAME: CARDMEMBER SERVICE 2/5 - 3/8/2022	STORAGE BAGS, POSTAGE, LODGING FOR TRAIN	801.40
TOTAL VENDOR CARDMEMBER SERVICE		801.40
VENDOR NAME: CINDI ONEIL BASEBALL	REFUND 12U BASEBALL	155.00
TOTAL VENDOR CINDI ONEIL		155.00
VENDOR NAME: CINTAS CORPORATION #725 MARCH	UNIFORMS	216.44
TOTAL VENDOR CINTAS CORPORATION #725		216.44
VENDOR NAME: I.T. RIGHT 71535	MICROSOFT 365 PRO PLUS - PARKS & CLERK	288.00
TOTAL VENDOR I.T. RIGHT		288.00
VENDOR NAME: KIMBALL MIDWEST 9714642	WHEELS	273.64
TOTAL VENDOR KIMBALL MIDWEST		273.64
VENDOR NAME: LEIK, DUSTIN MARCH	FORKABLE DUMP HOPPER, WET FLOOR SIGNS, C	509.08
TOTAL VENDOR LEIK, DUSTIN		509.08
VENDOR NAME: LOG AND LAND 1600	GIZZARDFESTS T-SHIRTS	244.81
TOTAL VENDOR LOG AND LAND		244.81
VENDOR NAME: MASON BASEBALL SOFTBALL CLUB 2022	12U & 10U BASEBALL TEAM FEE	310.00
TOTAL VENDOR MASON BASEBALL SOFTBALL CLUB		310.00
VENDOR NAME: PETER RICE 125102	GIZZARDFEST -GRAPHIC DESIGN	100.00
TOTAL VENDOR PETER RICE		100.00
VENDOR NAME: PRESTON COMMUNITY SERVICES LLC MARCH 14	2/1 - 2/28/22	1,333.33
TOTAL VENDOR PRESTON COMMUNITY SERVICES LLC		1,333.33
VENDOR NAME: STARFARM LLC MARCH	GIZZARDFEST -STARFARM BAND CONTRACT	2,700.00
TOTAL VENDOR STARFARM LLC		2,700.00
VENDOR NAME: STREET COP TRAINING 55123-603-1-D7E0	BARRY & BETTS TRAINING MARCH 11	498.00
TOTAL VENDOR STREET COP TRAINING		498.00
VENDOR NAME: UNITED STATES POST OFFICE MARCH	STAMPS	580.00
TOTAL VENDOR UNITED STATES POST OFFICE		580.00
VENDOR NAME: VERIZON WIRELESS 9901111260	UTILITIES	39.02

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CUSTOM INVOICE REPORT FOR CITY OF POTTERVILLE
EXP CHECK RUN DATES 03/11/2022 - 03/17/2022
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR NAME: VERIZON WIRELESS		
	TOTAL VENDOR VERIZON WIRELESS	39.02
VENDOR NAME: WOW!BUSINESS		
3/6 - 4/5/22	PHONE AND INTERNET	632.89
	TOTAL VENDOR WOW!BUSINESS	632.89
GRAND TOTAL:		11,352.56

03/02/2022 02:21 PM
User: JWest
DB: Potterville

BANK RECONCILIATION FOR CITY OF POTTERVILLE
Bank PR (PAYROLL ACCOUNT)
FROM 02/01/2022 TO 02/28/2022
Reconciliation Record ID: 127

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GL Number	Description	Beginning Balance
750-000-001.000	CASH	9,517.75

Beginning GL Balance:	9,517.75
Add: Payroll Disbursements	6,718.28
Ending GL Balance:	16,236.03

GL Number	Description	Ending Balance
750-000-001.000	CASH	16,236.03

Ending GL Balance:	16,236.03
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Ending Bank Balance:	16,236.03
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Add: Deposits in Transit	0.00
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Less: 0 AP Outstanding Checks

Less: 0 PR Outstanding Checks

Adjusted Bank Balance	16,236.03
Unreconciled Difference:	0.00

REVIEWED BY: _____



DATE: 3-3-2022

03/03/2022 10:01 AM
User: JWest
DB: Potterville

BANK RECONCILIATION FOR CITY OF POTTERVILLE
Bank GEN (GENERAL POOLED ACCOUNT)
FROM 02/01/2022 TO 02/28/2022
Reconciliation Record ID: 129

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GL Number	Description	Beginning Balance
101-000-001.000	CASH	880,353.32
202-000-001.000	CASH	125,779.33
203-000-001.000	CASH	181,380.26
208-000-001.000	CASH	11,193.51
370-000-001.000	CASH	
401-000-001.000	CASH	5,701.97
590-000-001.000	CASH	(10,054.86)
590-000-010.000	CASH IN BANK - BOND RESERVE	253,050.00
590-000-011.000	CASH IN BANK-REPLACEMENT FUND	117,864.00
591-000-001.000	CASH	604,580.03
591-000-010.000	CASH IN BANK - BOND RESERVE	142,350.00
591-000-011.000	CASH IN BANK-REPLACEMENT FUND	263,464.00
598-000-001.000	CASH	7,079.26
641-000-001.000	CASH	84,099.51

Beginning GL Balance:	2,666,840.33
Add: Cash Receipts	116,139.29
Less: Cash Disbursements	(54,245.91)
Less: Payroll Disbursements	(62,195.31)
Add: Journal Entries/Other	105,490.71
Ending GL Balance:	2,772,029.11

GL Number	Description	Ending Balance
101-000-001.000	CASH	900,292.24
202-000-001.000	CASH	168,970.70
203-000-001.000	CASH	197,365.65
208-000-001.000	CASH	7,901.02
370-000-001.000	CASH	
401-000-001.000	CASH	5,701.97
590-000-001.000	CASH	34,672.81
590-000-010.000	CASH IN BANK - BOND RESERVE	253,050.00
590-000-011.000	CASH IN BANK-REPLACEMENT FUND	117,864.00
591-000-001.000	CASH	646,153.63
591-000-010.000	CASH IN BANK - BOND RESERVE	142,350.00
591-000-011.000	CASH IN BANK-REPLACEMENT FUND	263,464.00
598-000-001.000	CASH	7,079.26
641-000-001.000	CASH	27,163.83

Ending GL Balance: 2,772,029.11

Ending Bank Balance: 2,800,932.73

Add: Miscellaneous Transactions 2,801.72

Add: Deposits in Transit

02/28/2022 Deposit ID: 854 6,938.32

WEX EFT PAYMENT 1,640.70

8,579.02

Less: 39 AP Outstanding Checks 40,284.36

Less: 0 PR Outstanding Checks

Adjusted Bank Balance 2,772,029.11

Unreconciled Difference: 0.00

REVIEWED BY: 

DATE: 3-3-2022

GL Number	Description	Beginning Balance
703-000-001.000	CASH	157,422.86
Beginning GL Balance:		157,422.86
Add: Cash Receipts		227,578.87
Add: Tax Receipts		20,376.72
Less: Cash Disbursements		(362,857.25)
Less: Journal Entries/Other		(11.81)
Ending GL Balance:		42,509.39

GL Number	Description	Ending Balance
703-000-001.000	CASH	42,509.39
Ending GL Balance:		42,509.39
Ending Bank Balance:		255,280.93
Add: Miscellaneous Transactions		7,192.41
Add: Deposits in Transit		
	02/28/2022 Deposit ID: 855	2,363.25
	02/28/2022 Deposit ID: 856	1,561.49
	03/01/2022 *Deposit ID: 858	4,527.73
		8,452.47
Less: 10 AP Outstanding Checks		228,416.42
Less: 0 PR Outstanding Checks		
Adjusted Bank Balance		42,509.39
Unreconciled Difference:		0.00

REVIEWED BY: 

DATE: 3-3-2022

03/10/2022 11:28 AM

User: JWest

DB: Potterville

REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

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PERIOD ENDING 02/28/2022

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	END BALANCE
		AMENDED BUDGET	02/28/2022 NORM (ABNORM)	MONTH 02/28/22 INCR (DECR)	BALANCE NORM (ABNORM)		06/30/2021 NORM (ABNORM)
Fund 101 - GENERAL FUND							
Revenues							
Dept 000							
101-000-301.000	PROCEEDS OF BORROWING	0.00	0.00	0.00	0.00	0.00	37,089.00
101-000-403.000	PROPERTY TAX	585,000.00	581,582.41	4,293.69	3,417.59	99.42	572,765.81
101-000-403.100	DELINQUENT PROP TAX	200.00	0.00	0.00	200.00	0.00	230.38
101-000-403.200	SOLID WASTE TAX	71,000.00	73,171.94	540.19	(2,171.94)	103.06	73,921.62
101-000-406.000	CITY PENALTY	6,000.00	2,302.33	403.85	3,697.67	38.37	7,131.86
101-000-423.000	TRAILER COURT TAX	2,000.00	1,310.50	0.00	689.50	65.53	2,644.05
101-000-450.000	3% CABLE T.V.	6,000.00	5,601.49	2,978.66	398.51	93.36	9,099.75
101-000-452.000	LIQUOR LICENSE	1,700.00	1,968.45	0.00	(268.45)	115.79	1,889.25
101-000-453.000	TELECOM RIGHT OF WAY MAINTENA	9,400.00	0.00	0.00	9,400.00	0.00	9,424.73
101-000-476.000	RECYCLING	500.00	2,417.65	0.00	(1,917.65)	483.53	2,952.10
101-000-477.000	PERMITS	3,500.00	4,390.00	200.00	(890.00)	125.43	4,490.00
101-000-478.000	BLIGHT FEES	0.00	175.00	0.00	(175.00)	100.00	0.00
101-000-528.000	OTHER FEDERAL GRANTS	250,000.00	144,603.72	0.00	105,396.28	57.84	13,055.00
101-000-543.010	PUBLIC ACT 302 LAW ENF.	500.00	250.00	0.00	250.00	50.00	500.00
101-000-573.000	LOCAL COMMUNITY STABILIZATION	175,000.00	85,461.77	0.00	89,538.23	48.84	176,549.97
101-000-575.000	EVIP DISTRIBUTION (A, C, E)	38,000.00	19,782.00	6,594.00	18,218.00	52.06	38,789.00
101-000-576.000	ST SHARED REV - SALES TAX	227,000.00	140,915.00	46,199.00	86,085.00	62.08	260,924.00
101-000-579.000	GRANT REVENUE	0.00	0.00	0.00	0.00	0.00	7,478.18
101-000-600.000	CHARGES FOR SERVICES - PD	178.00	356.25	10.00	(178.25)	200.14	185.00
101-000-601.000	FOIA	50.00	0.00	0.00	50.00	0.00	100.30
101-000-618.000	ADMINISTRATION FEE	28,400.00	29,186.51	3,460.62	(786.51)	102.77	29,350.56
101-000-655.000	FINES & FORFEITURES	2,000.00	1,885.66	206.25	114.34	94.28	2,701.12
101-000-665.000	INTEREST	3,000.00	2,058.57	211.36	941.43	68.62	3,583.63
101-000-667.010	DDA PAVILION - FARMERS MARKET	100.00	0.00	0.00	100.00	0.00	50.00
101-000-671.000	FIXED ASSETS - PD	0.00	0.00	0.00	0.00	0.00	5,000.00
101-000-675.000	DONATIONS	0.00	20.00	0.00	(20.00)	100.00	0.00
101-000-680.004	SPECIAL EVENTS-GIZZARDFEST	20,000.00	6,650.00	4,325.00	13,350.00	33.25	24,719.00
101-000-682.000	REIMBURSEMENT	0.00	11,184.64	1,218.76	(11,184.64)	100.00	8,250.43
101-000-694.000	CASH OVER & UNDER	0.00	8.62	0.00	(8.62)	100.00	(0.82)
101-000-697.000	INSURANCE REIMBURSEMENT	0.00	4,965.00	0.00	(4,965.00)	100.00	5,610.00
101-000-698.000	MISC INCOME	0.00	71.75	0.00	(71.75)	100.00	9.75
Total Dept 000		1,429,528.00	1,120,319.26	70,641.38	309,208.74	78.37	1,298,493.67
TOTAL REVENUES		1,429,528.00	1,120,319.26	70,641.38	309,208.74	78.37	1,298,493.67
Expenditures							
Dept 101 - CITY COUNCIL							
101-101-703.000	SALARIES	4,200.00	1,347.50	0.00	2,852.50	32.08	3,110.50
101-101-706.000	RR-CROSSING MAINTENANCE FEE	2,260.00	0.00	0.00	2,260.00	0.00	2,257.00
101-101-719.000	FRINGE BENEFITS	515.00	103.08	0.00	411.92	20.02	270.67
101-101-731.000	PUBLICATION	500.00	0.00	0.00	500.00	0.00	195.04
101-101-740.000	SUPPLIES	200.00	0.00	0.00	200.00	0.00	183.05
101-101-775.000	REPAIRS & MAINT	50.00	0.00	0.00	50.00	0.00	11.84
101-101-913.000	INSURANCE-LIAB & WORKMAN COMP	20,028.83	21,996.50	0.00	(1,967.67)	109.82	20,028.83
101-101-960.000	CONFERENCE AND WORKSHOPS	200.00	0.00	0.00	200.00	0.00	0.00
Total Dept 101 - CITY COUNCIL		27,953.83	23,447.08	0.00	4,506.75	83.88	26,056.93
Dept 171 - MAYOR							
101-171-703.000	SALARIES	1,320.00	570.00	0.00	750.00	43.18	990.00
101-171-719.000	FRINGE BENEFITS	118.45	43.60	0.00	74.85	36.81	75.74

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GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	END BALANCE
		AMENDED BUDGET	02/28/2022 NORM (ABNORM)	MONTH 02/28/22 INCR (DECR)	BALANCE NORM (ABNORM)		06/30/2021 NORM (ABNORM)
Fund 101 - GENERAL FUND							
Expenditures							
Total Dept 171 - MAYOR		1,438.45	613.60	0.00	824.85	42.66	1,065.74
Dept 172 - CITY MANAGER							
101-172-703.000	SALARIES	74,694.26	48,837.60	5,745.60	25,856.66	65.38	72,497.22
101-172-703.004	FAMILIES FIRST CORONAVIRUS RESPONSE ACT	0.00	0.00	0.00	0.00	0.00	357.65
101-172-719.000	FRINGE BENEFITS	19,828.94	11,334.29	1,636.54	8,494.65	57.16	14,883.93
101-172-740.000	SUPPLIES	20.00	25.99	0.00	(5.99)	129.95	9.79
101-172-809.000	TRAINING	150.00	0.00	0.00	150.00	0.00	0.00
101-172-958.000	DUES AND SUBSCRIPTIONS	200.00	0.00	0.00	200.00	0.00	0.00
101-172-980.100	COMPUTER EQUIPMENT	200.00	0.00	0.00	200.00	0.00	197.91
Total Dept 172 - CITY MANAGER		95,093.20	60,197.88	7,382.14	34,895.32	63.30	87,946.50
Dept 209 - ASSESSOR							
101-209-703.000	SALARIES	1,165.00	705.50	83.00	459.50	60.56	1,051.61
101-209-719.000	FRINGE BENEFITS	803.40	395.89	47.33	407.51	49.28	620.47
101-209-731.000	PUBLICATION	600.00	0.00	0.00	600.00	0.00	585.12
101-209-740.000	SUPPLIES	200.00	200.00	0.00	0.00	100.00	253.50
101-209-741.000	POSTAGE	500.00	426.68	426.68	73.32	85.34	434.33
101-209-781.000	COMPUTER SOFTWARE	450.00	235.00	0.00	215.00	52.22	235.00
101-209-810.050	RE INSPECTION - 20%	3,150.00	2,116.50	249.00	1,033.50	67.19	3,149.53
101-209-813.000	BOARD OF REVIEW	1,400.00	250.00	0.00	1,150.00	17.86	1,116.12
101-209-818.000	CONTRACT LABOR	16,000.00	9,333.31	2,666.66	6,666.69	58.33	15,999.96
Total Dept 209 - ASSESSOR		24,268.40	13,662.88	3,472.67	10,605.52	56.30	23,445.64
Dept 210 - ATTORNEY							
101-210-801.000	ATTORNEY	23,500.00	4,940.50	143.50	18,559.50	21.02	11,275.00
Total Dept 210 - ATTORNEY		23,500.00	4,940.50	143.50	18,559.50	21.02	11,275.00
Dept 215 - CLERK							
101-215-703.000	SALARIES	32,935.00	21,534.26	2,533.44	11,400.74	65.38	27,933.55
101-215-703.003	HAZARD PAY- COVID	0.00	0.00	0.00	0.00	0.00	445.00
101-215-703.004	FAMILIES FIRST CORONAVIRUS RESPONSE ACT	0.00	0.00	0.00	0.00	0.00	144.00
101-215-719.000	FRINGE BENEFITS	8,858.00	1,978.73	361.00	6,879.27	22.34	7,812.88
101-215-731.000	PUBLICATION	300.00	0.00	0.00	300.00	0.00	0.00
101-215-740.000	SUPPLIES	450.00	377.53	0.00	72.47	83.90	837.37
101-215-741.000	POSTAGE	200.00	116.00	0.00	84.00	58.00	36.00
101-215-781.000	COMPUTER SOFTWARE	500.00	0.00	0.00	500.00	0.00	0.00
101-215-809.000	TRAINING	2,100.00	650.00	650.00	1,450.00	30.95	1,322.77
101-215-818.000	CONTRACT LABOR	100.00	0.00	0.00	100.00	0.00	75.00
101-215-822.000	ELECTIONS	7,000.00	5,985.69	0.00	1,014.31	85.51	10,191.76
101-215-958.000	DUES AND SUBSCRIPTIONS	260.00	60.00	0.00	200.00	23.08	226.25
101-215-960.000	CONFERENCE AND WORKSHOPS	200.00	0.00	0.00	200.00	0.00	0.00
101-215-980.100	COMPUTER EQUIPMENT	500.00	804.41	0.00	(304.41)	160.88	197.91
Total Dept 215 - CLERK		53,403.00	31,506.62	3,544.44	21,896.38	59.00	49,222.49
Dept 224 - AUDIT							
101-224-807.000	AUDIT	18,000.00	17,600.00	0.00	400.00	97.78	17,350.00

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		2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	END BALANCE	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	02/28/2022 NORM (ABNORM)	MONTH 02/28/22 INCR (DECR)	BALANCE NORM (ABNORM)	% BDGT USED	06/30/2021 NORM (ABNORM)
Fund 101 - GENERAL FUND							
Expenditures							
Total Dept 224 - AUDIT		18,000.00	17,600.00	0.00	400.00	97.78	17,350.00
Dept 253 - TREASURERS OFFICE							
101-253-703.000	SALARIES	64,222.70	41,996.80	4,940.80	22,225.90	65.39	62,170.87
101-253-703.004	FAMILIES FIRST CORONAVIRUS RESPONSE ACT	0.00	0.00	0.00	0.00	0.00	480.08
101-253-719.000	FRINGE BENEFITS	21,836.00	18,042.07	2,467.97	3,793.93	82.63	19,595.76
101-253-731.000	PUBLICATION	100.00	0.00	0.00	100.00	0.00	0.00
101-253-740.000	SUPPLIES	300.00	351.68	0.00	(51.68)	117.23	286.69
101-253-741.000	POSTAGE	1,150.00	497.97	0.00	652.03	43.30	902.17
101-253-781.000	COMPUTER SOFTWARE	900.00	721.00	0.00	179.00	80.11	711.00
101-253-814.000	BANK SERVICE CHARGES	4,700.00	1,640.74	282.48	3,059.26	34.91	4,945.92
101-253-960.000	CONFERENCE AND WORKSHOPS	75.00	75.00	0.00	0.00	100.00	75.00
101-253-980.100	COMPUTER EQUIPMENT	200.00	0.00	0.00	200.00	0.00	197.92
Total Dept 253 - TREASURERS OFFICE		93,483.70	63,325.26	7,691.25	30,158.44	67.74	89,365.41
Dept 265 - CITY HALL							
101-265-703.000	SALARIES	21,503.00	13,504.03	1,460.24	7,998.97	62.80	18,210.57
101-265-703.004	FAMILIES FIRST CORONAVIRUS RESPONSE ACT	0.00	0.00	0.00	0.00	0.00	780.48
101-265-719.000	FRINGE BENEFITS	7,210.00	5,606.36	880.07	1,603.64	77.76	6,919.71
101-265-731.000	PUBLICATION	500.00	204.28	0.00	295.72	40.86	750.82
101-265-740.000	SUPPLIES	3,300.00	2,818.76	412.83	481.24	85.42	1,807.16
101-265-740.400	COMMUNITY HOLIDAY EVENT	480.00	422.47	0.00	57.53	88.01	239.98
101-265-740.500	COMMUNITY SPEC EVENTS	900.00	885.04	0.00	14.96	98.34	504.98
101-265-740.550	COMMUNITY SPEC EVENTS/GIZZARDFEST	15,000.00	1,410.00	1,300.00	13,590.00	9.40	11,652.86
101-265-741.000	POSTAGE	500.00	261.35	0.00	238.65	52.27	262.30
101-265-775.000	REPAIRS & MAINT	500.00	498.66	0.00	1.34	99.73	424.44
101-265-781.000	COMPUTER SOFTWARE	6,000.00	9,856.00	1,730.00	(3,856.00)	164.27	5,653.50
101-265-802.000	SERVICE	2,000.00	384.82	121.13	1,615.18	19.24	1,970.43
101-265-818.000	CONTRACT LABOR	400.00	0.00	0.00	400.00	0.00	0.00
101-265-920.000	UTILITIES	0.00	(1,067.33)	0.00	1,067.33	100.00	0.00
101-265-958.000	DUES AND SUBSCRIPTIONS	324.00	220.00	40.00	104.00	67.90	336.00
101-265-970.000	CAPITAL OUTLAY	500.00	1,832.08	0.00	(1,332.08)	366.42	0.00
101-265-980.000	OFFICE EQUIPMENT & FURNITURE	0.00	50.00	0.00	(50.00)	100.00	96.94
Total Dept 265 - CITY HALL		59,117.00	36,886.52	5,944.27	22,230.48	62.40	49,610.17
Dept 301 - POLICE							
101-301-703.000	SALARIES	157,596.40	90,055.32	10,631.55	67,541.08	57.14	124,977.10
101-301-703.002	OVERTIME SALARIES	4,600.00	459.38	0.00	4,140.62	9.99	2,438.23
101-301-703.003	HAZARD PAY- COVID	0.00	0.00	0.00	0.00	0.00	3,000.00
101-301-703.004	FAMILIES FIRST CORONAVIRUS RESPONSE ACT	0.00	0.00	0.00	0.00	0.00	1,692.14
101-301-719.000	FRINGE BENEFITS	37,080.00	23,907.31	3,641.56	13,172.69	64.47	31,372.29
101-301-725.000	UNIFORM EXPENSES	2,400.00	1,131.22	35.50	1,268.78	47.13	1,698.28
101-301-740.000	SUPPLIES	7,000.00	6,901.57	0.00	98.43	98.59	5,050.31
101-301-775.000	REPAIRS & MAINT	5,000.00	1,321.75	50.00	3,678.25	26.44	2,354.36
101-301-781.000	COMPUTER SOFTWARE	500.00	0.00	0.00	500.00	0.00	185.00
101-301-801.000	ATTORNEY	3,700.00	1,537.50	102.50	2,162.50	41.55	2,121.00
101-301-802.000	SERVICE	1,000.00	0.00	0.00	1,000.00	0.00	0.00
101-301-809.000	TRAINING	1,700.00	678.49	24.71	1,021.51	39.91	823.22
101-301-851.000	RADIO REPAIRS	300.00	0.00	0.00	300.00	0.00	0.00
101-301-853.000	TELEPHONE EXPENSE	1,500.00	1,011.26	127.70	488.74	67.42	1,224.70

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		2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	END BALANCE	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	02/28/2022 NORM (ABNORM)	MONTH 02/28/22 INCR (DECR)	BALANCE NORM (ABNORM)	% BDGT USED	06/30/2021 NORM (ABNORM)
Fund 101 - GENERAL FUND							
Expenditures							
101-301-862.000	GAS	4,500.00	4,128.33	1,008.62	371.67	91.74	4,817.86
101-301-958.000	DUES AND SUBSCRIPTIONS	50.00	1,053.10	115.00	(1,003.10)	2,106.20	140.00
101-301-959.000	MISC	250.00	0.00	0.00	250.00	0.00	0.00
101-301-970.000	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	49,924.55
101-301-980.100	COMPUTER EQUIPMENT	1,907.25	0.00	0.00	1,907.25	0.00	1,907.25
Total Dept 301 - POLICE		229,083.65	132,185.23	15,737.14	96,898.42	57.70	233,726.29
Dept 302 - POLICE STATE TRAINING							
101-302-810.000	EXPENSE	500.00	0.00	0.00	500.00	0.00	749.40
Total Dept 302 - POLICE STATE TRAINING		500.00	0.00	0.00	500.00	0.00	749.40
Dept 337 - EMS							
101-337-802.000	SERVICE	124,800.00	62,400.00	0.00	62,400.00	50.00	117,250.00
101-337-810.000	CHANGE ACCOUNT TO "SERVICE"	0.00	62,400.00	0.00	(62,400.00)	100.00	0.00
Total Dept 337 - EMS		124,800.00	124,800.00	0.00	0.00	100.00	117,250.00
Dept 400 - PLANNING COMMISSION							
101-400-703.000	SALARIES	1,400.00	145.00	0.00	1,255.00	10.36	790.00
101-400-719.000	FRINGE BENEFITS	103.00	11.10	0.00	91.90	10.78	60.44
101-400-731.000	PUBLICATION	415.00	199.64	97.00	215.36	48.11	448.97
101-400-803.000	ENGINEERS FEES	15,000.00	1,197.10	0.00	13,802.90	7.98	17,708.08
Total Dept 400 - PLANNING COMMISSION		16,918.00	1,552.84	97.00	15,365.16	9.18	19,007.49
Dept 410 - ZONING							
101-410-703.000	SALARIES	37,537.14	24,543.58	2,887.48	12,993.56	65.38	36,996.62
101-410-719.000	FRINGE BENEFITS	3,465.95	2,258.76	411.48	1,207.19	65.17	3,332.64
101-410-731.000	PUBLICATION	500.00	983.72	0.00	(483.72)	196.74	0.00
101-410-740.000	SUPPLIES	450.00	91.77	0.00	358.23	20.39	95.80
101-410-853.000	TELEPHONE EXPENSE	750.00	671.30	102.87	78.70	89.51	612.39
101-410-960.000	CONFERENCE AND WORKSHOPS	275.00	0.00	0.00	275.00	0.00	0.00
Total Dept 410 - ZONING		42,978.09	28,549.13	3,401.83	14,428.96	66.43	41,037.45
Dept 441 - DPW							
101-441-775.000	REPAIRS & MAINT	250.00	4,800.00	0.00	(4,550.00)	1,920.00	0.00
101-441-802.000	SERVICE	100.00	0.00	0.00	100.00	0.00	0.00
101-441-810.020	RECYCLING EXPENSE	0.00	2,660.00	0.00	(2,660.00)	100.00	11,797.84
101-441-818.000	CONTRACT LABOR	0.00	0.00	0.00	0.00	0.00	1,973.32
101-441-920.000	UTILITIES	0.00	(257.66)	0.00	257.66	100.00	0.00
Total Dept 441 - DPW		350.00	7,202.34	0.00	(6,852.34)	2,057.81	13,771.16
Dept 445 - DRAIN AT LARGE							
101-445-810.000	EXPENSE	1,100.00	3,259.51	3,217.50	(2,159.51)	296.32	1,006.08

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GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 02/28/2022 NORM (ABNORM)	ACTIVITY FOR MONTH 02/28/22 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	END BALANCE 06/30/2021 NORM (ABNORM)
Fund 101 - GENERAL FUND							
Expenditures							
Total Dept 445 - DRAIN AT LARGE		1,100.00	3,259.51	3,217.50	(2,159.51)	296.32	1,006.08
Dept 906 - DEBT SERVICE							
101-906-738.000	TOWNSHIP/MILL	9,961.00	9,870.48	0.00	90.52	99.09	9,960.66
101-906-991.000	DEBT SERVICE - PRINCIPAL	26,877.70	23,072.50	0.00	3,805.20	85.84	25,912.60
101-906-991.500	DEBT PRINCIPAL & INTEREST	0.00	0.00	0.00	0.00	0.00	0.45
101-906-992.000	PRINCIPAL & INTEREST - PATROL CAR	13,000.00	8,634.72	1,079.34	4,365.28	66.42	10,974.74
101-906-995.000	BOND INTEREST	29,067.37	25,705.50	0.00	3,361.87	88.43	29,770.20
Total Dept 906 - DEBT SERVICE		78,906.07	67,283.20	1,079.34	11,622.87	85.27	76,618.65
Dept 965 - CONTRIBUTIONS TO OTHER FUNDS							
101-965-965.203	CONTRIB TO LOCAL STREET FUND	333,279.11	150,000.00	0.00	183,279.11	45.01	43,229.74
101-965-965.208	CONTRIB TO PARK FUND	69,626.53	35,000.00	0.00	34,626.53	50.27	69,594.74
101-965-965.401	CONTRIB TO CAPITAL PROJECT FUND	2,654.00	2,654.00	0.00	0.00	100.00	2,654.00
101-965-965.590	CONTRIBUTION TO SEWER FUND	104,000.00	104,000.00	0.00	0.00	100.00	92,069.24
101-965-965.598	CONTRIB TO STORM DRAIN MAINT	5,000.00	5,000.00	0.00	0.00	100.00	0.00
101-965-965.641	CONTRIB TO EQP REPAIR & REPL	99,628.97	85,000.00	0.00	14,628.97	85.32	107,240.59
Total Dept 965 - CONTRIBUTIONS TO OTHER FUNDS		614,188.61	381,654.00	0.00	232,534.61	62.14	314,788.31
TOTAL EXPENDITURES		1,505,082.00	998,666.59	51,711.08	506,415.41	66.35	1,173,292.71
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		1,429,528.00	1,120,319.26	70,641.38	309,208.74	78.37	1,298,493.67
TOTAL EXPENDITURES		1,505,082.00	998,666.59	51,711.08	506,415.41	66.35	1,173,292.71
NET OF REVENUES & EXPENDITURES		(75,554.00)	121,652.67	18,930.30	(197,206.67)	161.01	125,200.96
BEG. FUND BALANCE		770,769.29	770,769.29				645,566.33
FUND BALANCE ADJUSTMENTS							2.00
END FUND BALANCE		695,215.29	892,421.96				770,769.29

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		2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	END BALANCE	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	02/28/2022 NORM (ABNORM)	MONTH 02/28/22 INCR (DECR)	BALANCE NORM (ABNORM)	% BDGT USED	06/30/2021 NORM (ABNORM)
Fund 202 - MAJOR STREET FUND							
Revenues							
Dept 000							
202-000-408.200	SPEC ASSESSMENT ROAD - SUNSET	1,757.18	5,694.23	0.00	(3,937.05)	324.06	6,944.26
202-000-553.000	ACT 51	175,000.00	114,545.12	23,325.75	60,454.88	65.45	200,517.13
202-000-553.300	COUNTY ROAD MILL 2014	40,000.00	20,631.52	20,355.12	19,368.48	51.58	41,489.66
Total Dept 000		216,757.18	140,870.87	43,680.87	75,886.31	64.99	248,951.05
TOTAL REVENUES		216,757.18	140,870.87	43,680.87	75,886.31	64.99	248,951.05
Expenditures							
Dept 463 - ROUTINE MAINT							
202-463-699.203	TRANSFER TO LOCAL STREETS	87,500.00	45,000.00	0.00	42,500.00	51.43	87,500.00
202-463-782.000	STREET MATERIALS & SUPPLIES	3,500.00	2,783.80	0.00	716.20	79.54	1,074.59
202-463-965.600	CONTRIBUTION TO 641 LABOR & EQUIPMENT	97,001.83	75,000.00	0.00	22,001.83	77.32	97,001.83
Total Dept 463 - ROUTINE MAINT		188,001.83	122,783.80	0.00	65,218.03	65.31	185,576.42
Dept 474 - TRAFFIC SIGNS							
202-474-782.000	STREET MATERIALS & SUPPLIES	250.00	0.00	0.00	250.00	0.00	252.25
Total Dept 474 - TRAFFIC SIGNS		250.00	0.00	0.00	250.00	0.00	252.25
Dept 478 - WINTER MAINT							
202-478-782.000	STREET MATERIALS & SUPPLIES	250.00	0.00	0.00	250.00	0.00	128.65
Total Dept 478 - WINTER MAINT		250.00	0.00	0.00	250.00	0.00	128.65
Dept 480 - CONSTRUCTION							
202-480-803.000	ENGINEERS FEES	3,000.00	3,298.25	0.00	(298.25)	109.94	4,951.37
202-480-818.000	CONTRACT LABOR	10,000.00	20,178.17	0.00	(10,178.17)	201.78	27,696.49
Total Dept 480 - CONSTRUCTION		13,000.00	23,476.42	0.00	(10,476.42)	180.59	32,647.86
Dept 906 - DEBT SERVICE							
202-906-990.000	SUNSET HILLS RD ASSESS- COUNTY	14,053.33	0.00	0.00	14,053.33	0.00	0.00
202-906-995.000	BOND INTEREST	6,662.66	3,331.33	0.00	3,331.33	50.00	6,864.70
202-906-996.000	BOND PRINCIPAL	10,560.00	0.00	0.00	10,560.00	0.00	9,856.00
Total Dept 906 - DEBT SERVICE		31,275.99	3,331.33	0.00	27,944.66	10.65	16,720.70
TOTAL EXPENDITURES		232,777.82	149,591.55	0.00	83,186.27	64.26	235,325.88
Fund 202 - MAJOR STREET FUND:							
TOTAL REVENUES		216,757.18	140,870.87	43,680.87	75,886.31	64.99	248,951.05
TOTAL EXPENDITURES		232,777.82	149,591.55	0.00	83,186.27	64.26	235,325.88
NET OF REVENUES & EXPENDITURES		(16,020.64)	(8,720.68)	43,680.87	(7,299.96)	54.43	13,625.17
BEG. FUND BALANCE		177,625.47	177,625.47				164,000.30

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GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	END BALANCE
		AMENDED BUDGET	02/28/2022 NORM (ABNORM)	MONTH 02/28/22 INCR (DECR)	BALANCE NORM (ABNORM)		06/30/2021 NORM (ABNORM)
Fund 202 - MAJOR STREET FUND							
END FUND BALANCE		161,604.83	168,904.79				177,625.47

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GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	END BALANCE
		AMENDED BUDGET	02/28/2022 NORM (ABNORM)	MONTH 02/28/22 INCR (DECR)	BALANCE NORM (ABNORM)		06/30/2021 NORM (ABNORM)
Fund 203 - LOCAL STREET FUND							
Revenues							
Dept 000							
203-000-408.200	SPEC ASSESSMENT ROAD - SUNSET	10,722.82	34,788.65	0.00	(24,065.83)	324.44	42,375.74
203-000-553.000	ACT 51	62,285.00	45,967.60	9,267.85	16,317.40	73.80	81,288.84
203-000-553.300	COUNTY ROAD MILL 2014	31,306.00	8,469.14	6,785.04	22,836.86	27.05	33,014.05
203-000-699.001	CONTRIBUTIONS FROM MAJOR STREET FUND	87,500.00	45,000.00	0.00	42,500.00	51.43	87,500.00
203-000-699.101	GF CONTRIBUTION	333,279.11	150,000.00	0.00	183,279.11	45.01	43,229.74
Total Dept 000		525,092.93	284,225.39	16,052.89	240,867.54	54.13	287,408.37
TOTAL REVENUES		525,092.93	284,225.39	16,052.89	240,867.54	54.13	287,408.37
Expenditures							
Dept 463 - ROUTINE MAINT							
203-463-782.000	STREET MATERIALS & SUPPLIES	0.00	2,020.00	0.00	(2,020.00)	100.00	0.00
203-463-965.600	CONTRIBUTION TO 641 LABOR & EQUIPMENT	47,842.30	25,000.00	0.00	22,842.30	52.26	47,842.30
Total Dept 463 - ROUTINE MAINT		47,842.30	27,020.00	0.00	20,822.30	56.48	47,842.30
Dept 478 - WINTER MAINT							
203-478-782.000	STREET MATERIALS & SUPPLIES	250.00	0.00	0.00	250.00	0.00	0.00
Total Dept 478 - WINTER MAINT		250.00	0.00	0.00	250.00	0.00	0.00
Dept 480 - CONSTRUCTION							
203-480-803.000	ENGINEERS FEES	8,500.00	5,692.50	0.00	2,807.50	66.97	5,955.18
203-480-818.000	CONTRACT LABOR	105,000.00	8,615.69	0.00	96,384.31	8.21	89,852.02
Total Dept 480 - CONSTRUCTION		113,500.00	14,308.19	0.00	99,191.81	12.61	95,807.20
Dept 740 - SPECIAL MAINT							
203-740-956.000	TREE TRIMMING	1,500.00	0.00	0.00	1,500.00	0.00	1,300.00
Total Dept 740 - SPECIAL MAINT		1,500.00	0.00	0.00	1,500.00	0.00	1,300.00
Dept 906 - DEBT SERVICE							
203-906-990.000	SUNSET HILLS RD ASSESS- COUNTY	82,757.28	0.00	0.00	82,757.28	0.00	0.00
203-906-995.000	BOND INTEREST	155,562.30	89,113.17	0.00	66,449.13	57.28	150,033.09
203-906-996.000	BOND PRINCIPAL	147,443.97	31,927.50	0.00	115,516.47	21.65	148,231.40
Total Dept 906 - DEBT SERVICE		385,763.55	121,040.67	0.00	264,722.88	31.38	298,264.49
TOTAL EXPENDITURES		548,855.85	162,368.86	0.00	386,486.99	29.58	443,213.99
Fund 203 - LOCAL STREET FUND:							
TOTAL REVENUES		525,092.93	284,225.39	16,052.89	240,867.54	54.13	287,408.37
TOTAL EXPENDITURES		548,855.85	162,368.86	0.00	386,486.99	29.58	443,213.99
NET OF REVENUES & EXPENDITURES		(23,762.92)	121,856.53	16,052.89	(145,619.45)	512.80	(155,805.62)

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GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 02/28/2022 NORM (ABNORM)	ACTIVITY FOR MONTH 02/28/22 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	END BALANCE 06/30/2021 NORM (ABNORM)
<hr/>							
Fund 203 - LOCAL STREET FUND							
BEG. FUND BALANCE		75,443.01	75,443.01				231,248.63
END FUND BALANCE		51,680.09	197,299.54				75,443.01

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GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	END BALANCE
		AMENDED BUDGET	02/28/2022 NORM (ABNORM)	MONTH 02/28/22 INCR (DECR)	BALANCE NORM (ABNORM)		06/30/2021 NORM (ABNORM)
Fund 208 - PARK FUND							
Revenues							
Dept 000							
208-000-450.000	3% CABLE T.V.	6,800.00	0.00	0.00	6,800.00	0.00	0.00
208-000-451.030	CONCESSIONS	14,000.00	15,688.54	0.00	(1,688.54)	112.06	18,352.48
208-000-451.070	FIELD RENTAL	18,000.00	14,854.00	450.00	3,146.00	82.52	26,096.00
208-000-451.072	BASEBALL FIELD RENTAL	1,160.00	740.00	515.00	420.00	63.79	1,240.00
208-000-451.084	FLAG FOOTBALL	0.00	1,080.00	0.00	(1,080.00)	100.00	0.00
208-000-451.090	YOUTH FEES	3,000.00	2,520.00	2,520.00	480.00	84.00	2,975.00
208-000-451.092	YOUTH DONATIONS	0.00	0.00	0.00	0.00	0.00	450.00
208-000-451.095	LAWN MOWER RACING	0.00	0.00	0.00	0.00	0.00	1,800.00
208-000-571.000	LOCAL GRANT	0.00	0.00	0.00	0.00	0.00	12,285.64
208-000-667.000	PAVILION RENT	800.00	535.00	170.00	265.00	66.88	1,330.00
208-000-667.020	TIFA PAVILION - COMMUNITY CEN	1,000.00	1,275.00	450.00	(275.00)	127.50	1,950.00
208-000-673.200	SALE OF TIMBER	0.00	0.00	0.00	0.00	0.00	9,050.00
208-000-680.001	SPECIAL EVENTS	1,750.00	1,680.00	0.00	70.00	96.00	2,190.00
208-000-682.000	REIMBURSEMENT	1,493.00	0.00	0.00	1,493.00	0.00	2,088.62
208-000-699.101	GF CONTRIBUTION	95,626.53	35,000.00	0.00	60,626.53	36.60	69,594.74
208-000-699.103	CONTRIBUTION FROM TIFA	0.00	0.00	0.00	0.00	0.00	2,000.00
Total Dept 000		143,629.53	73,372.54	4,105.00	70,256.99	51.08	151,402.48
TOTAL REVENUES		143,629.53	73,372.54	4,105.00	70,256.99	51.08	151,402.48
Expenditures							
Dept 690 - PARK ADMIN							
208-690-740.000	SUPPLIES	1,400.00	1,666.65	0.00	(266.65)	119.05	1,907.71
208-690-803.000	ENGINEERS FEES	1,200.00	763.75	0.00	436.25	63.65	3,029.50
208-690-810.100	GRANT EXPENSE	26,000.00	8,670.00	0.00	17,330.00	33.35	14,885.28
208-690-818.000	CONTRACT LABOR	2,500.00	1,850.00	600.00	650.00	74.00	5,144.00
Total Dept 690 - PARK ADMIN		31,100.00	12,950.40	600.00	18,149.60	41.64	24,966.49
Dept 691 - BALL ADMIN							
208-691-703.000	SALARIES	43,951.94	32,515.44	3,131.08	11,436.50	73.98	41,758.83
208-691-703.004	FAMILIES FIRST CORONAVIRUS RESPONSE ACT	0.00	0.00	0.00	0.00	0.00	85.55
208-691-719.000	FRINGE BENEFITS	18,158.90	16,013.58	2,042.78	2,145.32	88.19	15,101.17
208-691-725.000	UNIFORM EXPENSES	250.00	0.00	0.00	250.00	0.00	0.00
208-691-731.000	PUBLICATION	200.00	0.00	0.00	200.00	0.00	320.68
208-691-740.000	SUPPLIES	1,000.00	931.53	93.40	68.47	93.15	252.38
208-691-809.000	TRAINING	0.00	0.00	0.00	0.00	0.00	200.00
208-691-853.000	TELEPHONE EXPENSE	800.00	632.73	63.85	167.27	79.09	612.39
208-691-913.000	INSURANCE-LIAB & WORKMAN COMP	9,238.83	9,000.00	0.00	238.83	97.41	9,085.64
Total Dept 691 - BALL ADMIN		73,599.67	59,093.28	5,331.11	14,506.39	80.29	67,416.64
Dept 770 - LAKE ALLIANCE MAINTENANCE							
208-770-740.000	SUPPLIES	800.00	762.25	0.00	37.75	95.28	883.89
208-770-775.000	REPAIRS & MAINT	500.00	1,192.85	0.00	(692.85)	238.57	5,509.32
208-770-802.000	SERVICE	500.00	0.00	0.00	500.00	0.00	5,130.00
208-770-920.000	UTILITIES	4,150.00	808.00	101.00	3,342.00	19.47	1,865.79
Total Dept 770 - LAKE ALLIANCE MAINTENANCE		5,950.00	2,763.10	101.00	3,186.90	46.44	13,389.00

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		AMENDED BUDGET	02/28/2022 NORM (ABNORM)	MONTH 02/28/22 INCR (DECR)	BALANCE NORM (ABNORM)		06/30/2021 NORM (ABNORM)
Fund 208 - PARK FUND							
Expenditures							
Dept 771 - CITY PARK							
208-771-740.000	SUPPLIES	500.00	452.40	0.00	47.60	90.48	3,895.08
208-771-775.000	REPAIRS & MAINT	600.00	718.93	0.00	(118.93)	119.82	580.00
208-771-818.000	CONTRACT LABOR	1,800.00	468.00	0.00	1,332.00	26.00	2,600.00
208-771-920.000	UTILITIES	2,000.00	1,536.12	536.87	463.88	76.81	1,505.69
208-771-970.000	CAPITAL OUTLAY	100.00	0.00	0.00	100.00	0.00	0.00
Total Dept 771 - CITY PARK		5,000.00	3,175.45	536.87	1,824.55	63.51	8,580.77
Dept 772 - SUNSET HILLS PARK							
208-772-775.000	REPAIRS & MAINT	100.00	297.85	0.00	(197.85)	297.85	0.00
Total Dept 772 - SUNSET HILLS PARK		100.00	297.85	0.00	(197.85)	297.85	0.00
Dept 774 - BASEBALL							
208-774-740.000	SUPPLIES	800.00	0.00	0.00	800.00	0.00	794.08
208-774-745.000	YOUTH UMPIRE FEES	0.00	50.00	0.00	(50.00)	100.00	0.00
208-774-775.000	REPAIRS & MAINT	1,200.00	240.00	0.00	960.00	20.00	2,246.00
208-774-920.000	UTILITIES	500.00	372.90	63.49	127.10	74.58	364.32
Total Dept 774 - BASEBALL		2,500.00	662.90	63.49	1,837.10	26.52	3,404.40
Dept 777 - BALLFIELD							
208-777-740.000	SUPPLIES	5,000.00	1,570.96	0.00	3,429.04	31.42	6,003.99
208-777-744.000	YOUTH FEES (UNIFORMS,ETC.)	1,000.00	812.00	0.00	188.00	81.20	1,588.97
208-777-745.000	YOUTH UMPIRE FEES	160.00	150.00	0.00	10.00	93.75	450.00
208-777-802.000	SERVICE	381.46	0.00	0.00	381.46	0.00	381.46
208-777-920.000	UTILITIES	4,600.00	4,255.73	723.12	344.27	92.52	4,838.43
Total Dept 777 - BALLFIELD		11,141.46	6,788.69	723.12	4,352.77	60.93	13,262.85
Dept 778 - CONCESSIONS							
208-778-703.000	SALARIES	4,200.00	1,558.31	0.00	2,641.69	37.10	2,417.36
208-778-719.000	FRINGE BENEFITS	681.86	201.79	0.00	480.07	29.59	332.10
208-778-740.000	SUPPLIES	7,000.00	4,256.45	0.00	2,743.55	60.81	9,182.85
208-778-746.000	CONCESSION - FOOD LICENSE	820.00	0.00	0.00	820.00	0.00	820.00
208-778-814.000	BANK SERVICE CHARGES	0.00	217.60	41.90	(217.60)	100.00	214.28
208-778-920.000	UTILITIES	0.00	246.63	0.00	(246.63)	100.00	0.00
Total Dept 778 - CONCESSIONS		12,701.86	6,480.78	41.90	6,221.08	51.02	12,966.59
Dept 779 - SPECIAL EVENTS							
208-779-740.000	SUPPLIES	250.00	0.00	0.00	250.00	0.00	5,465.88
Total Dept 779 - SPECIAL EVENTS		250.00	0.00	0.00	250.00	0.00	5,465.88
TOTAL EXPENDITURES		142,342.99	92,212.45	7,397.49	50,130.54	64.78	149,452.62

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		AMENDED BUDGET	02/28/2022 NORM (ABNORM)	MONTH 02/28/22 INCR (DECR)	BALANCE NORM (ABNORM)		06/30/2021 NORM (ABNORM)
Fund 208 - PARK FUND							
Fund 208 - PARK FUND:							
TOTAL REVENUES		143,629.53	73,372.54	4,105.00	70,256.99	51.08	151,402.48
TOTAL EXPENDITURES		142,342.99	92,212.45	7,397.49	50,130.54	64.78	149,452.62
NET OF REVENUES & EXPENDITURES		1,286.54	(18,839.91)	(3,292.49)	20,126.45	1,464.39	1,949.86
BEG. FUND BALANCE		25,600.14	25,600.14				23,650.28
END FUND BALANCE		26,886.68	6,760.23				25,600.14

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GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE		END BALANCE
		AMENDED BUDGET	02/28/2022 NORM (ABNORM)	MONTH 02/28/22 INCR (DECR)	BALANCE NORM (ABNORM)	% BDGT USED	06/30/2021 NORM (ABNORM)
Fund 247 - TAX INCREMENT FINANCING AUTHOR							
Revenues							
Dept 728 - TIFA DEPT							
247-728-401.000	PROPERTY TAXES	159,788.72	166,580.22	12,038.65	(6,791.50)	104.25	159,788.72
247-728-573.000	LOCAL COMMUNITY STABILIZATION	12,248.61	18,570.52	0.00	(6,321.91)	151.61	12,248.61
247-728-664.000	INTEREST INCOME	400.00	53.20	7.97	346.80	13.30	359.33
247-728-698.000	MISC INCOME	0.00	1,047.12	0.00	(1,047.12)	100.00	0.00
Total Dept 728 - TIFA DEPT		172,437.33	186,251.06	12,046.62	(13,813.73)	108.01	172,396.66
TOTAL REVENUES		172,437.33	186,251.06	12,046.62	(13,813.73)	108.01	172,396.66
Expenditures							
Dept 728 - TIFA DEPT							
247-728-702.000	WAGES - OTHER	4,900.00	3,341.66	408.34	1,558.34	68.20	4,899.98
247-728-726.000	OFFICE EXPENSE	1,120.00	0.00	0.00	1,120.00	0.00	1,110.87
247-728-731.000	PUBLICATION	300.00	0.00	0.00	300.00	0.00	195.04
247-728-801.000	ATTORNEY	3,000.00	0.00	0.00	3,000.00	0.00	586.50
247-728-803.000	ENGINEERS FEES	20,000.00	11,305.37	819.50	8,694.63	56.53	25,250.88
247-728-807.000	AUDIT	4,650.00	4,500.00	0.00	150.00	96.77	4,400.00
247-728-814.000	BANK SERVICE CHARGES	50.00	0.00	0.00	50.00	0.00	0.00
247-728-823.000	GRANT PROJECTS	0.00	0.00	0.00	0.00	0.00	2,000.00
247-728-967.000	SIDEWALK AND LIGHTING IMPROVE	5,000.00	0.00	0.00	5,000.00	0.00	4,601.26
247-728-967.400	ROAD IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	5,797.50
247-728-967.700	CITY IMPROVEMENTS	3,400.00	42.75	0.00	3,357.25	1.26	2,650.00
247-728-970.000	CAPITAL OUTLAY	135,000.00	8,595.79	0.00	126,404.21	6.37	151,433.72
247-728-995.000	BOND INTEREST	19,383.00	10,141.25	0.00	9,241.75	52.32	21,042.50
247-728-996.000	BOND PRINCIPAL	45,000.00	45,000.00	0.00	0.00	100.00	40,000.00
Total Dept 728 - TIFA DEPT		241,803.00	82,926.82	1,227.84	158,876.18	34.30	263,968.25
TOTAL EXPENDITURES		241,803.00	82,926.82	1,227.84	158,876.18	34.30	263,968.25
Fund 247 - TAX INCREMENT FINANCING AUTHOR:							
TOTAL REVENUES		172,437.33	186,251.06	12,046.62	(13,813.73)	108.01	172,396.66
TOTAL EXPENDITURES		241,803.00	82,926.82	1,227.84	158,876.18	34.30	263,968.25
NET OF REVENUES & EXPENDITURES		(69,365.67)	103,324.24	10,818.78	(172,689.91)	148.96	(91,571.59)
BEG. FUND BALANCE		114,387.70	114,387.70				205,959.29
END FUND BALANCE		45,022.03	217,711.94				114,387.70

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GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 02/28/2022 NORM (ABNORM)	ACTIVITY FOR MONTH 02/28/22 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	END BALANCE 06/30/2021 NORM (ABNORM)
Fund 401 - CAPITAL PROJECT FUND- DOWNTOWN							
Revenues							
Dept 000							
401-000-699.106	TRANSFER IN	2,654.00	2,654.00	0.00	0.00	100.00	2,654.00
Total Dept 000		2,654.00	2,654.00	0.00	0.00	100.00	2,654.00
TOTAL REVENUES		2,654.00	2,654.00	0.00	0.00	100.00	2,654.00
Expenditures							
Dept 729 - DOWNTOWN							
401-729-740.600	LANDSCAPING SUPPLIES	1,489.39	0.00	0.00	1,489.39	0.00	1,489.39
401-729-818.000	CONTRACT LABOR	500.00	0.00	0.00	500.00	0.00	18,193.84
401-729-943.000	EQUIPMENT RENTAL	500.00	0.00	0.00	500.00	0.00	0.00
401-729-967.000	SIDEWALK AND LIGHTING IMPROVE	0.00	0.00	0.00	0.00	0.00	987.50
Total Dept 729 - DOWNTOWN		2,489.39	0.00	0.00	2,489.39	0.00	20,670.73
TOTAL EXPENDITURES		2,489.39	0.00	0.00	2,489.39	0.00	20,670.73
Fund 401 - CAPITAL PROJECT FUND- DOWNTOWN:							
TOTAL REVENUES		2,654.00	2,654.00	0.00	0.00	100.00	2,654.00
TOTAL EXPENDITURES		2,489.39	0.00	0.00	2,489.39	0.00	20,670.73
NET OF REVENUES & EXPENDITURES		164.61	2,654.00	0.00	(2,489.39)	1,612.30	(18,016.73)
BEG. FUND BALANCE		3,047.97	3,047.97				21,064.70
END FUND BALANCE		3,212.58	5,701.97				3,047.97

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		2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	END BALANCE	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	NORM (ABNORM)	MONTH 02/28/22 INCR (DECR)	BALANCE NORM (ABNORM)	% BDGT USED	06/30/2021 NORM (ABNORM)
Fund 590 - SEWER FUND							
Revenues							
Dept 000							
590-000-520.000	GAIN/LOSS ON SALE OF FA	0.00	0.00	0.00	0.00	0.00	(25,108.00)
590-000-642.000	BILLS	142,885.24	100,419.16	12,779.32	42,466.08	70.28	150,031.32
590-000-642.001	FIXED COSTS	400,737.05	269,501.86	33,200.46	131,235.19	67.25	402,800.99
590-000-655.000	FINES & FORFEITURES	12,000.00	10,417.60	1,094.26	1,582.40	86.81	12,785.75
590-000-672.000	HOOK UP FEES	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00
590-000-699.101	GF CONTRIBUTION	104,000.00	104,000.00	0.00	0.00	100.00	92,069.24
Total Dept 000		662,122.29	484,338.62	47,074.04	177,783.67	73.15	635,079.30
TOTAL REVENUES		662,122.29	484,338.62	47,074.04	177,783.67	73.15	635,079.30
Expenditures							
Dept 527 - ADMINISTRATIVE							
590-527-775.000	REPAIRS & MAINT	3,000.00	83.14	83.14	2,916.86	2.77	2,840.05
590-527-913.000	INSURANCE-LIAB & WORKMAN COMP	0.00	2,025.66	0.00	(2,025.66)	100.00	0.00
Total Dept 527 - ADMINISTRATIVE		3,000.00	2,108.80	83.14	891.20	70.29	2,840.05
Dept 556 - DPW							
590-556-740.000	SUPPLIES	11,819.45	11.16	0.00	11,808.29	0.09	5,819.45
590-556-743.000	METERS	1,000.00	2,970.60	0.00	(1,970.60)	297.06	0.00
590-556-775.000	REPAIRS & MAINT	1,000.00	0.00	0.00	1,000.00	0.00	0.00
590-556-802.000	SERVICE	2,500.00	200.00	200.00	2,300.00	8.00	3,143.13
590-556-803.000	ENGINEERS FEES	22,000.00	4,330.50	0.00	17,669.50	19.68	14,291.67
590-556-818.000	CONTRACT LABOR	0.00	300.00	0.00	(300.00)	100.00	0.00
590-556-965.600	CONTRIBUTION TO 641 LABOR & EQUIPMENT	135,000.00	135,000.00	0.00	0.00	100.00	146,091.59
590-556-968.000	DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00	298,108.00
590-556-970.000	CAPITAL OUTLAY	120,000.00	166,713.11	0.00	(46,713.11)	138.93	3,403.50
Total Dept 556 - DPW		293,319.45	309,525.37	200.00	(16,205.92)	105.53	470,857.34
Dept 906 - DEBT SERVICE							
590-906-991.000	DEBT SERVICE - PRINCIPAL	160,000.00	41,000.00	0.00	119,000.00	25.63	0.00
590-906-995.000	BOND INTEREST	216,153.00	137,653.75	0.00	78,499.25	63.68	212,834.24
Total Dept 906 - DEBT SERVICE		376,153.00	178,653.75	0.00	197,499.25	47.49	212,834.24
TOTAL EXPENDITURES		672,472.45	490,287.92	283.14	182,184.53	72.91	686,531.63
Fund 590 - SEWER FUND:							
TOTAL REVENUES		662,122.29	484,338.62	47,074.04	177,783.67	73.15	635,079.30
TOTAL EXPENDITURES		672,472.45	490,287.92	283.14	182,184.53	72.91	686,531.63
NET OF REVENUES & EXPENDITURES		(10,350.16)	(5,949.30)	46,790.90	(4,400.86)	57.48	(51,452.33)
BEG. FUND BALANCE		2,872,022.38	2,872,022.38				2,923,474.71
END FUND BALANCE		2,861,672.22	2,866,073.08				2,872,022.38

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		2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	END BALANCE	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	02/28/2022 NORM (ABNORM)	MONTH 02/28/22 INCR (DECR)	BALANCE NORM (ABNORM)	% BDGT USED	06/30/2021 NORM (ABNORM)
Fund 591 - WATER FUND							
Revenues							
Dept 000							
591-000-608.000	PENALTIES	280.00	270.00	0.00	10.00	96.43	145.00
591-000-642.000	BILLS	183,981.36	132,045.02	16,815.26	51,936.34	71.77	198,145.76
591-000-642.001	FIXED COSTS	336,684.00	225,337.31	28,068.07	111,346.69	66.93	338,136.97
591-000-655.000	FINES & FORFEITURES	12,000.00	10,067.18	1,047.93	1,932.82	83.89	12,182.26
591-000-672.000	HOOK UP FEES	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00
591-000-698.000	MISC INCOME	0.00	0.00	0.00	0.00	0.00	235.00
Total Dept 000		534,945.36	367,719.51	45,931.26	167,225.85	68.74	550,844.99
TOTAL REVENUES		534,945.36	367,719.51	45,931.26	167,225.85	68.74	550,844.99
Expenditures							
Dept 527 - ADMINISTRATIVE							
591-527-731.000	PUBLICATION	250.00	111.88	0.00	138.12	44.75	659.72
591-527-740.000	SUPPLIES	1,500.00	0.00	0.00	1,500.00	0.00	1,195.87
591-527-741.000	POSTAGE	4,500.00	2,044.75	208.24	2,455.25	45.44	4,348.24
591-527-781.000	COMPUTER SOFTWARE	1,500.00	991.99	0.00	508.01	66.13	970.80
591-527-809.000	TRAINING	0.00	310.00	0.00	(310.00)	100.00	0.00
591-527-913.000	INSURANCE-LIAB & WORKMAN COMP	0.00	2,025.67	0.00	(2,025.67)	100.00	0.00
591-527-931.000	DPW MAINT & REPAIR	0.00	0.00	0.00	0.00	0.00	63.45
Total Dept 527 - ADMINISTRATIVE		7,750.00	5,484.29	208.24	2,265.71	70.77	7,238.08
Dept 556 - DPW							
591-556-731.000	PUBLICATION	111.80	77.80	77.80	34.00	69.59	111.88
591-556-740.000	SUPPLIES	6,000.00	1,818.85	0.00	4,181.15	30.31	5,377.85
591-556-743.000	METERS	2,000.00	35.94	0.00	1,964.06	1.80	0.00
591-556-775.000	REPAIRS & MAINT	2,000.00	1,962.55	0.00	37.45	98.13	2,108.04
591-556-802.000	SERVICE	6,700.00	7,809.58	0.00	(1,109.58)	116.56	5,385.24
591-556-803.000	ENGINEERS FEES	7,200.00	3,421.90	0.00	3,778.10	47.53	300.00
591-556-818.000	CONTRACT LABOR	0.00	300.00	0.00	(300.00)	100.00	0.00
591-556-965.600	CONTRIBUTION TO 641 LABOR & EQUIPMENT	175,923.20	90,000.00	0.00	85,923.20	51.16	175,923.20
591-556-968.000	DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00	153,553.00
591-556-970.000	CAPITAL OUTLAY	55,000.00	57,500.00	0.00	(2,500.00)	104.55	0.00
Total Dept 556 - DPW		254,935.00	162,926.62	77.80	92,008.38	63.91	342,759.21
Dept 906 - DEBT SERVICE							
591-906-995.000	BOND INTEREST	117,973.00	79,530.62	0.00	38,442.38	67.41	119,676.99
591-906-996.000	BOND PRINCIPAL	92,000.00	25,000.00	0.00	67,000.00	27.17	0.00
Total Dept 906 - DEBT SERVICE		209,973.00	104,530.62	0.00	105,442.38	49.78	119,676.99
TOTAL EXPENDITURES		472,658.00	272,941.53	286.04	199,716.47	57.75	469,674.28
Fund 591 - WATER FUND:							
TOTAL REVENUES		534,945.36	367,719.51	45,931.26	167,225.85	68.74	550,844.99
TOTAL EXPENDITURES		472,658.00	272,941.53	286.04	199,716.47	57.75	469,674.28

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GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	END BALANCE
		AMENDED BUDGET	02/28/2022 NORM (ABNORM)	MONTH 02/28/22 INCR (DECR)	BALANCE NORM (ABNORM)		06/30/2021 NORM (ABNORM)
Fund 591 - WATER FUND							
NET OF REVENUES & EXPENDITURES		62,287.36	94,777.98	45,645.22	(32,490.62)	152.16	81,170.71
BEG. FUND BALANCE		2,822,231.32	2,822,231.32				2,741,060.61
END FUND BALANCE		2,884,518.68	2,917,009.30				2,822,231.32

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GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 02/28/2022 NORM (ABNORM)	ACTIVITY FOR MONTH 02/28/22 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	END BALANCE 06/30/2021 NORM (ABNORM)
Fund 598 - STORM DRAIN MAINTENANCE							
Revenues							
Dept 000							
598-000-699.101	GF CONTRIBUTION	5,000.00	5,000.00	0.00	0.00	100.00	0.00
Total Dept 000		5,000.00	5,000.00	0.00	0.00	100.00	0.00
TOTAL REVENUES		5,000.00	5,000.00	0.00	0.00	100.00	0.00
Expenditures							
Dept 556 - DPW							
598-556-818.000	CONTRACT LABOR	7,700.00	1,234.39	0.00	6,465.61	16.03	7,650.00
598-556-931.000	DPW MAINT & REPAIR	0.00	66.00	0.00	(66.00)	100.00	1,311.70
Total Dept 556 - DPW		7,700.00	1,300.39	0.00	6,399.61	16.89	8,961.70
TOTAL EXPENDITURES		7,700.00	1,300.39	0.00	6,399.61	16.89	8,961.70
Fund 598 - STORM DRAIN MAINTENANCE:							
TOTAL REVENUES		5,000.00	5,000.00	0.00	0.00	100.00	0.00
TOTAL EXPENDITURES		7,700.00	1,300.39	0.00	6,399.61	16.89	8,961.70
NET OF REVENUES & EXPENDITURES		(2,700.00)	3,699.61	0.00	(6,399.61)	137.02	(8,961.70)
BEG. FUND BALANCE		3,379.65	3,379.65				12,341.35
END FUND BALANCE		679.65	7,079.26				3,379.65

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		2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	END BALANCE	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	02/28/2022 NORM (ABNORM)	MONTH 02/28/22 INCR (DECR)	BALANCE NORM (ABNORM)	% BDGT USED	06/30/2021 NORM (ABNORM)
Fund 641 - EQUIPMENT REPAIR & REPLACEMENT							
Revenues							
Dept 000							
641-000-674.010	OPERATING TRANSFER-IN	555,396.30	410,000.00	0.00	145,396.30	73.82	574,099.51
Total Dept 000		555,396.30	410,000.00	0.00	145,396.30	73.82	574,099.51
TOTAL REVENUES		555,396.30	410,000.00	0.00	145,396.30	73.82	574,099.51
Expenditures							
Dept 932 - EQUIPMENT REPAIR ACTIVITY							
641-932-703.000	SALARIES	264,621.30	166,721.31	16,741.30	97,899.99	63.00	219,798.73
641-932-703.002	OVERTIME SALARIES	8,000.00	8,543.61	963.42	(543.61)	106.80	9,266.14
641-932-703.004	FAMILIES FIRST CORONAVIRUS RESPONSE ACT	0.00	0.00	0.00	0.00	0.00	1,442.20
641-932-719.000	FRINGE BENEFITS	90,640.00	56,488.61	7,869.77	34,151.39	62.32	72,119.38
641-932-725.000	UNIFORM EXPENSES	3,000.00	2,461.84	216.44	538.16	82.06	3,253.01
641-932-731.000	POSTAGE	1,200.00	0.00	0.00	1,200.00	0.00	501.28
641-932-740.000	SUPPLIES	23,000.00	21,602.97	685.56	1,397.03	93.93	24,420.71
641-932-743.000	METERS	0.00	4,515.15	0.00	(4,515.15)	100.00	0.00
641-932-775.000	REPAIRS & MAINT	15,000.00	25,593.23	1,931.49	(10,593.23)	170.62	23,918.35
641-932-781.000	COMPUTER SOFTWARE	4,335.00	0.00	0.00	4,335.00	0.00	4,333.50
641-932-782.000	STREET MATERIALS & SUPPLIES	11,000.00	8,670.40	2,622.46	2,329.60	78.82	9,978.28
641-932-802.000	SERVICE	8,500.00	13,333.32	0.00	(4,833.32)	156.86	8,440.71
641-932-809.000	TRAINING	1,000.00	971.80	0.00	28.20	97.18	1,118.92
641-932-810.000	EXPENSE	0.00	0.00	0.00	0.00	0.00	96.93
641-932-853.000	TELEPHONE EXPENSE	3,100.00	2,364.75	255.47	735.25	76.28	3,083.15
641-932-862.000	GAS	12,000.00	10,681.65	92.49	1,318.35	89.01	12,420.11
641-932-913.000	INSURANCE-LIAB & WORKMAN COMP	26,000.00	23,588.77	0.00	2,411.23	90.73	25,956.34
641-932-920.000	UTILITIES	117,000.00	83,291.13	21,038.08	33,708.87	71.19	116,786.67
641-932-958.000	DUES AND SUBSCRIPTIONS	1,000.00	72.00	0.00	928.00	7.20	1,000.00
641-932-968.000	DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00	21,101.00
641-932-970.000	CAPITAL OUTLAY	10,000.00	14,737.50	0.00	(4,737.50)	147.38	20,769.36
641-932-970.010	CAPITAL OUTLAY-PLOW TRUCK	6,000.00	0.00	0.00	6,000.00	0.00	0.00
Total Dept 932 - EQUIPMENT REPAIR ACTIVITY		605,396.30	443,638.04	52,416.48	161,758.26	73.28	579,804.77
TOTAL EXPENDITURES		605,396.30	443,638.04	52,416.48	161,758.26	73.28	579,804.77
Fund 641 - EQUIPMENT REPAIR & REPLACEMENT:							
TOTAL REVENUES		555,396.30	410,000.00	0.00	145,396.30	73.82	574,099.51
TOTAL EXPENDITURES		605,396.30	443,638.04	52,416.48	161,758.26	73.28	579,804.77
NET OF REVENUES & EXPENDITURES		(50,000.00)	(33,638.04)	(52,416.48)	(16,361.96)	67.28	(5,705.26)
BEG. FUND BALANCE		143,417.08	143,417.08				149,122.34
END FUND BALANCE		93,417.08	109,779.04				143,417.08
TOTAL REVENUES - ALL FUNDS		4,247,562.92	3,074,751.25	239,532.06	1,172,811.67	72.39	3,921,330.03
TOTAL EXPENDITURES - ALL FUNDS		4,431,577.80	2,693,934.15	113,322.07	1,737,643.65	60.79	4,030,896.56
NET OF REVENUES & EXPENDITURES		(184,014.88)	380,817.10	126,209.99	(564,831.98)	206.95	(109,566.53)
BEG. FUND BALANCE - ALL FUNDS		7,007,924.01	7,007,924.01				7,117,488.54

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GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT	END BALANCE
		AMENDED BUDGET	02/28/2022	MONTH 02/28/22	BALANCE		06/30/2021
			NORM (ABNORM)	INCR (DECR)	NORM (ABNORM)	USED	NORM (ABNORM)
FUND BALANCE ADJ - ALL FUNDS							2.00
END FUND BALANCE - ALL FUNDS		6,823,909.13	7,388,741.11				7,007,924.01

City of Potterville

319 N. Nelson St. ♦ PO Box 488 ♦ Potterville, MI 48876 ♦ Phone: (517) 645-7641
Fax: (517) 645-7810 ♦ www.pottervillemi.org

February 12, 2021

To: City Council
From: Aaron Sheridan, City Manager
Subject: Manager's Report

Please review my report items this month and let me know if you have questions or comments. Thank you.

1. As reported last month, the Michigan Rural Water Association (MRWA) Utility Rate Studies and Utility Rate Change Resolutions have been discussed, reviewed, and provided to the Council for consideration. The MRWA studies for City water and wastewater (sanitary sewer) services include a single page summary of rate changes, and analysis of the impact of changes for customer types. Consecutive public notices for public hearings have been published in the City's legal paper of general circulation to encourage public input regarding this business item. City Water and Sewer Fees are available to the public online at City Hall, and are recommended by City Bond Agencies to be reviewed and amended from time to time by Council Resolution only (per City Charter). The USDA Rural Development Agency recommends the City review its fee structure on a regular basis and seriously consider adjustments after MRWA analysis – especially during periods of market flux when inflation and cost of living increase expenses. The intent of Council's review is to ensure City Utility Fees are sustainable, while remaining fair and balanced for all customer types. The goal is, whether you are a large or small metered customer you will be treated fairly and you shall fund a fair apportionment of the public's cost to deliver your service. This goal is achieved in a professional manner without bias towards one customer group or another. As such, fees are to be supported by professional opinion and objective analysis from such groups as the MRWA non-profit organization. This is to help ensure service levels remain "healthy" and sustainable year after year for current and future generations of residents... The City of Potterville is an equal opportunity employer and provider, and bases its utility fees and fee structures on empirical analysis and professional review. The City's' MRWA Analysis including summaries are available online as follows:

Potterville MWRA Water Study

<https://pottervillemi.org/wp-content/uploads/2022/01/Potterville-Water-Rates-Analysis-with-Mobile-Home-Park-Rate.pdf>

Potterville MWRA Wastewater Study

<https://pottervillemi.org/wp-content/uploads/2022/01/Potterville-Wastewater-Rate-Analysis-with-Mobile-Home-Park-Rate.pdf>

2. City council has been provided the adopting Resolution for the MDOT Category B grant agreement/contract to move forward with its local road & sidewalk project on Sunset Drive in the Sunset Hills Subdivision. If adopted the Resolution would finalize a Contract between MDOT and City and allow the MDOT Category B Grant Program to fund \$100,000 of the City's planned street project. Note that the project includes a small portion of 5-foot concrete sidewalk for about 150 linear feet near the south end of Pine Hill Drive that is a non-contributing portion of grant. As approved last year by Resolution to MDOT, this Local Road Improvement Project would involve, depending on final price and bid, about 950 feet of reconstructed road and road base near the City's water well property boundary, thence west beyond the Sunset Hills Park. If the Resolution is adopted by Council the project would remain on schedule to be bid with a Spring/Early Summer Construction.

3. The City has installed a new BS&A Administrative Software "Building Department.Net" for its Planning and Zoning applications as well as Parks and Recreation applications such as pavilion rentals, rec leagues, and special events, etc. Onsite training is scheduled this month for the Zoning

City of Potterville

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Department, Cash Receipting, and Parks & Recreation Department staff. The software integrates with existing BS&A Cash Receipting and General Ledger modules and will greatly improve auditing and management functions that review and track permit revenues, activities, and receipts tied to different types of permits and event activities. For example, all Zoning Permits, Right of Way Permits, Poultry Permits, Pavilion Rental Permits, and Recreation Applications for different sports programs will be electronically tracked and recorded in addition to our paper records. Files are backed up on the City's computer servers and retained by law. The new software system will be able to quickly report total revenues and types of permits and/or how often they are being issued by each Department.

4. The "adopting and match commitment" Resolution for the City's DNR Recreation Passport Grant Application RP22-0031 / Sunset Hills Park Development Project is prepared for your review. This is essentially the same grant project and application as adopted last year by Council, but with a unique feature of a zip line and ADA access tiles, that is needed to increase the City's grant score (uniqueness) with the DNR Grant Committee. This new unique feature of a playground component will hopefully tip the scales in the City's favor towards acquiring these funds. If adopted, the Grant Resolution would authorize submission of the City's grant application RP22-0031 to the DNR Recreation Passport Grant Program, as entitled "Sunset Hills Park Project," and support, approve and financial commit to \$43,000 in monetary grant matching funds from the Parks Fund 208 and General Fund 101. This is in addition to \$5,000 in value of force account labor or materials owned by the City towards its application. The City's grant match would be considered \$48,000 that exceeds the minimum 25% match requirement of the total project cost of \$166,600. This particular grant program is being targeted by the City due to its affordability, low match requirement, and allowance for "in kind" services of up to \$5k in value that is added to the City's General Fund/Parks Fund cash contribution. The project's goals are to utilize and improve the City's park facilities as much as possible, remove dangerous conditions of use (lack of any barrier free parking or ADA pedestrian access to facilities), increase safety and recreation opportunity, and maximize incentive dollars from sources of revenues other than General Obligation Bond Debt, Special Assessment or Special Mileages (DNR Recreation Passport is 75% State Funded). This grant project if awarded by the DNR accomplishes these goals and is consistent with your Parks Plan and Master Planning.

TREASURER'S REPORT
March 17, 2022

Utility bills—as of 2/28/22 (bills due on 15th) \$31,898.01 is outstanding with \$28,349.65 over 30 days past due.

Water usage month of Feb (Mar billing): 3,959,601 gallons

Sewer usage month of Feb (Mar billing): 3,954,110 gallons

Ready to service charge-water: \$28,102.50

Ready to service charge-sewer: \$33,240.02

Total water and sewer billed out from 1/25/22-2/23/22 is \$88,638.41.

Payroll month of February, 2022: \$62,195.31 (this includes all payroll taxes + MERS).

Real property taxes have been turned over to the County for collection. Real property on leased land can still be collected here at the City. The city has settled their tax roll with the County. Settlement monies from the County will be received in June.

Jodi West
Treasurer

City of Potterville

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From the Clerk's office – March 2022

Eaton County will be upgrading our election equipment to Windows 10. This upgrade will provide some security enhancements and as well as update our machines from Windows 7 to Windows 10 functionality.

Spectrum, an election supply vendor, will be completing our mass mailing to notify registered voters of the new redistricting numbers for our jurisdiction. This will be a savings to the City of Potterville, if they were to complete the mailing in house. Each voter will receive a new voter identification card in the next couple of months.

Under the Michigan Election Law, [MCL 168.24j](#), the Board of County Canvassers must complete a countywide ballot container inspection no later than June 1, 2022. All ballot containers owned by the county and the cities and townships located within the county must be included in the inspection. The term "ballot container" is used to mean 1) any containers used to transport and secure ballots and 2) any containers used to secure memory units and test materials, including test ballots and test data. Eaton County will be completing the inspection April 7.

If you know someone who would like to work as an Election Inspector, please give them my contact details. I especially need democrat workers to balance out the team.

If I can be of any assistance, please contact me.

Respectfully,

Becky Dolman,

City of Potterville

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March 2022

From the office of the Parks & Recreation Department for the City of Potterville:

The Parks & Recreation Department continues to do administrative work, and planning, in preparation of the upcoming season.

- We have received the last few documentations from the engineer to place in our 2022 DNR Recreation Passport Grant cycle and having a resolution being passed at this month's Council Meeting.
- We are currently in the hiring process of seasonal workers for the Parks & Recreation Department. Multiple platforms are used for this and we're anticipating finding good workers.
- We look forward to the start of Market Day season as that is fast approaching. Operations for this season is Wednesdays from 4:00-8:00 p.m. We see great potential as this will be a weekly event and benefiting the City and community.
- Youth Baseball Program deadline has passed. However we did extend it to help boost the numbers of 10U and 14U. We are pushing for more numbers and are anticipating having a minimum of two teams this year.
- Currently working with the Pony League President to bring a new opportunity to the league as they will be utilizing our Baseball Field at Lake Alliance Park. It is a new program the president is implemented and starting off being an 8-team league. We look forward to this opportunity and hope teams take advantage of this.
- Submitted our Co-op form to Pioneer Athletics for field paint for ball fields.
- Working with BS&A with the Building Department System.
- T-Ball and Coach Pitch Registrations are open, and we have already started to receive completed registrations (form and payment) for both T-ball and Coach Pitch deadline is April 15, 2022.
- Program equipment will be going through its Pre-Season Inventory (weather dependent) before program starts to see if replacements or maintenance needs to be done. Field work also needs to be done; however, we need the ground to be dry to start work and to complete it. If the ground is wet, and too soft, it will only make matters worse and will make for more work than there should be.

Respectfully Submitted,
Tiffani Schauer, Parks & Recreation Director

City of Potterville

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March Board of Review meetings will be held Monday, March 14th and Tuesday, March 15th.

All reports and data post MBOR will be sent to county equalization. The Board of Commissioners will be approving assessed values at their April meeting. The state will approve the values by the beginning of May.

We will be starting field work once the weather is nice to complete the required 20% per class per year.

Thanks,

A handwritten signature in cursive script that reads "Sarah Payton".

Sarah Payton, MAAO



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March 9, 2022

To: City of Potterville Council Members

From: Brandy Hatt, Zoning Administrator

Re: Report to Council

Below is a list of the projects I am currently working on for the City of Potterville. Please keep in mind, these projects do not include the day-to-day commutations or projects with property owners located in the City of Potterville.

- **Enforcement:** I am working with Just Wood & Steel on a variance application for the location of their sheds; the sheds are required to be located fifty (50) feet from the road right-of-way, they are currently located at the Lansing Road Right-of-Way. An application will be submitted on Monday, March 14th to be heard by the Board of Appeals at their April 19th meeting.
- **Planning Commission:** The Planning Commission met on January 25, 2021 to discuss a preliminary site condominium development which proposes the creation of seventy-nine parcels for single family homes on parcel 700-023-400-051-05. The Planning Commission approved the preliminary plans with changes to be approved by myself prior to consideration of Council. I have attached a draft copy of the Planning Commission Meeting Minutes, review of the development by Williams & Works which, and response of the Williams & Works review from Westview Capital, LLC which were discussed by the Planning Commission during their meeting. Also attached for the consideration of Council are the preliminary plans approved by the Planning Commission and myself, a letter of explanation of the changes from Westview Capital LLC, Project Narrative, Draft Master Deed, Draft Bylaws, and a sample portfolio of homes to be constructed. This development is only in the preliminary phases; if Council approves the preliminary plans, Westview Capital, LLC will begin on the final plans to be reviewed by the Planning Commission. As a condition of the Planning Commission the actual Master Deed and Bylaws for the development are required to be submitted to myself for review by the City of Potterville's Attorney before I can accept the final plans for review by the Planning Commission.
- **Gizzard Fest:** Gizzard Fest is scheduled to take place on June 9th, 10th and 11th 2022. Gizzard Fest 2021 was a success made possible through a partnership between the city and Chamber of Businesses. The Gizzard Fest Committee is compiled of city staff, chamber board members, and residents of the City of Potterville. The Gizzard Fest Committee will meet on March 10, 2021 to further plan the event.

Please feel free to contact me directly with any questions or concerns. I can be reached by calling (517) 281-5659 or e-mail Zoning@pottervillemi.org.

"City of Helping Hands"



Benton Township Fire Department

4713 Hartel Road

Pottersville, MI 48876

Business 517-645-7061 * Fax 517-645-7074

Proudly Serving Benton Township & the City of Pottersville

Monthly Report February 2022

Operational Information:

- A-111 Rear Brakes Replaced
- Winter Weather
- State of Michigan First Responder Training and Recruitment Grant Application
- Tanker 215 was involved in a motor vehicle crash while providing a traffic block for Law Enforcement. It has been sent to Spencer Manufacturing in South Haven for damage assessment, and insurance appraisal. Final determination of insurance appraisal could take 6 – 8 weeks. All BTFD response plans & run cards have been modified to reflect the loss of this apparatus.

Training:

- CPR
- Fire hydrant locations & shoveling

Meetings & Special Events:

- TCEMCA Agency Directors
- TCEMCA Board of Directors x 3
- EC Fire Chiefs Association
- ECCD Fire & EMS Committee Meeting
- BTFD Membership/Staff Meeting

Calls for Service (CFS):

- **Fire** – 11 - City of Pottersville, 16 - Benton Township, 2 - Mutual Aid
- **EMS** – 22 - City of Pottersville, 25 - Benton Township, 53 - Mutual Aid

City of Pottersville Planning Commission Meeting

January 25, 2022 - 6:00 p.m. – Pottersville City Hall, 319 N. Nelson Street

Call to Order: Brandy Miller, Zoning Administrator, called the meeting to order at 6:00 p.m.

Pledge: Pledge of Allegiance was recited by all.

Roll Call: Present: Mark Swanson, Tim Maynard, Jon McNett, and George Kepler.
Absent: Bob Nichols

Staff: Brandy Miller

Agenda: A motion was made by **Commissioner Maynard** to approve the January 25, 2022 agenda as printed. **Commissioner McNett** supported. All in favor.
Motion carried.

Elections: Ms. Miller opened elections for officers of the Planning Commission.

Ms. Miller called for nominations for Chair of the Planning Commission. **Commissioner Maynard** nominated Commissioner Swanson as Chair. **Commissioner McNett** supported. Hearing no other nominations, **Commissioner Maynard** moved to approve Commissioner Swanson as Chair of the Planning Commission. **Commissioner Kepler** supported. All in favor.
Motion carried.

Commissioner Swanson took over the responsibilities of chairing the Planning Commission Meeting at 6:04 p.m.

Commissioner Swanson called for nominations for Vice-Chair of the Planning Commission. **Commissioner Swanson** nominated Commissioner Maynard as Vice-Chair. Hearing no other nominations, **Commissioner Swanson** moved to approve Commissioner Maynard as Vice-Chair of the Planning Commission. **Member Maynard** supported. All in favor. Motion carried.

Commissioner Swanson called for nominations for Secretary of the Planning Commission. **Commissioner Swanson** nominated Commissioner McNett. **Commissioner Maynard** supported. Hearing no other nominations, **Commissioner Maynard** moved to approved Commissioner McNett as Secretary of the Planning Commissioner. **Member Swanson** supported. All in favor. Motion carried.

Member Swanson moved to close elections. **Member Maynard** supported. All in favor.
Motion carried.

Minutes: A motion was made by **Commissioner Maynard** to approve the November 22, 2021 meeting minutes as printed. **Commissioner McNett** supported.
All in favor. Motion carried.

Public Comments: None

Public Hearing of Applications:

Cambria Ridge Site Condominium Development on parcel 700-023-400-051-05 which is located off Sunset Drive, Potterville, Michigan.

Staff Report: Ms. Miller Williams & Works review of the proposed plan and staff comments into record. In addition, Ms. Williams read a memo from Westview Capital. LLC into record.

The Planning Commission held discussion regarding Williams & Works memo item Subdivision Control Ordinance Design Standards, Item 8 Lots: **Commissioner Swanson** recommended driveways for units 7, 8, 13, 30, and 51 should be required to come off from the new proposed roads rather than Sunset Drive, and that the driveways not be located within fifty feet of the Sunset Drive Right-of-Way.

The Planning Commission held discussion regarding Williams & Works memo item Subdivision Control Ordinance Design Standards, Item 5 Pedestrian ways: Mr. Mike West of Westview Capital LLC stated the sidewalks will be installed unless not permitted by weather. He stated the sidewalks not located within a proposed construction area for a home will be constructed when the road is constructed. The Planning Commission discussed requiring a cash bond for sidewalks that are not able to be installed at the time of completion of the home due to weather to be submitted to the city prior to final inspection. The cash bond shall be at unit price per square foot plus thirty percent or per contract submitted plus thirty percent. In addition, a written affidavit stating the required sidewalk will be installed within six months is also required to be submitted with the cash bond.

The Planning Commission held discussion regarding Williams & Works memo item Subdivision Control Ordinance Design Standards, Item 10 Public sites and open spaces: **Commissioner Swanson** stated he would like the mail box for each home to be located on the properties for the homes. Mr. West stated this may require a letter from the City of Potterville as they have run into issues in the past. Ms. Miller there are issues with the location of mail boxes on private roads, but not for roads that are turned over to the local jurisdiction. Ms. Miller stated she would write a letter if one is needed.

In regards to the Master Deed, Ms. Miller stated the submitted Master Deed is a draft, it is not specific to the proposed development. She stated the developers are aware a Master Deed specific to the proposed development will need to be submitted for review by the City of Potterville's Attorney prior to the Planning Commission's review of the final plan.

Mr. West stated the proposed mowed pathway will be a delineated physical area, could be a split rail fence; the final design will be shown on the final plan.

Commissioner Swanson invited any public to speak in favor or in opposition to the application.

Favor: Mr. Brian and Mrs. Bara Russell, 4690 E, Gresham Highway, Benton Township. Mr. Russell stated the proposed development backs up to their property. He stated his main concern is trespassing. He asked how the preservation of the property would work and who is responsible for the sidewalks, and storm systems, the homeowners? Mr. Russell stated he will mark his property.

Opposed: None

Mr. West in response to Mr. Russell explained the proposed units and common areas of the proposed development. He stated there is shared ownership in the common areas, should would allow for passive recreation. He stated some of the areas on the property that have been

already cleared are for the soil boring sites. Mr. West explained the short term and long term funds that are required to be held by the homeowner's association.

Public comment closed: 7:18

The Planning Commission held discussion regarding Williams & Works memo item Site Plan Review Standards, Item 9: **Commissioner Swanson** asked Mr. West if street lights are proposed for the development. Mr. West stated he believes they will be included, but is unsure where or how many; typically, they are located at the entrance, middle, and end of the development. The Planning Commission held a discussion; they requested that the proposed lights be shown on the plan with the specifications of the proposed lighting. The Planning Commission requested that the proposed lighting match the existing street lighting located on Sunset Drive. The Planning Commission stated the matching of the lights is a request, not a requirement.

The Planning Commission held discussion regarding the utilities, specifically, the lack of easements for the city to inspect or maintain. Mr. West stated on page C-3 of the plans, there are storm sewer lines proposed on the back of units 36-30, they are identified as ST on the plans. Mr. West stated that there will be an agreement with the Eaton County Drain Commissioner for maintenance of the lines, ponds and basins. **Commissioner Swanson** asked if the proposed storm sewer lines are intended to collect sump pump discharge. Mr. West stated he is not sure if that is proposed. Ms. Miller stated the city is concerned about not having access to the proposed utilities in the event the Drain Commissioner is not available to take care of an issue. She stated there was a rain event this past spring/summer that the city could not properly address due to lack of easements.

Commissioner Maynard moved to recommend Council approve the preliminary site condominium development known as Cambria Ridge with the following conditions and requirements:

1. The proposed final Master Deed and Condominium Bylaws shall be submitted to the Zoning Administrator prior to submittal of the final plans. This is to allow time for the city attorney to review and make comments on the documents prior to the Planning Commission reviewing the final plan.
2. The preliminary plans with all requirements of the Planning Commission are required to be submitted to the Zoning Administrator for administrative approval prior to review of City Council.
3. The Planning Commission recognizes the practical difficulties of the property in relation to existing contours, and wetlands. The Planning Commission approves the use and length of the proposed cul-de-sac roads as shown on the preliminary plans
4. All sidewalks shall be shown on the preliminary plan with proposed construction details, including a cross section.
5. The proposed walk way delineation shall be shown on the preliminary plan with construction details.
6. The equivalent area of wetland disturbance shall be shown on the final plan. Prior to submittal of the final plans to the city, the developer shall obtain the written proof of submittal of the final plans to Michigan Department of Environment, Great Lakes, and Energy and Eaton County Drain Commissioner's Office; proof shall be in the form of a confirmation letter from each department.
7. On the final plans, utilities should be relocated to allow adequate spacing. Road profile views need to include storm sewers and dimensions should be included on the final plans to verify proper spacing between utility lines.

8. The preliminary plan shall be updated to correct the road section to match the Eaton County Road Commission standards of 1.5" MDOT Mix 36A Top, and 2.5" MDOT Mix 13A Leveling Course. A 4" edge drain should also be included.
9. Prior to submittal of the final plans to the city, the developer shall obtain the written approval of the final plans from Benton Township Fire Department and Eaton County Central Dispatch to ensure the safety of the public. For sufficient fire protection, the developer may be required to add more fire hydrants; the water main extensions should be modeled to check for adequate fire flow at the dead ends.
10. Driveways for proposed units 7, 8, 13, 30, and 51 are required to be located off from the new proposed roads and shall be setback a minimum of fifty feet from the Sunset Drive Right-of-Way.
11. All proposed side walks are required to be constructed prior to final building inspection unless delayed by weather. Side walks not proposed in home construction areas shall be constructed at the time the road is constructed. If there is a delay in sidewalk construction due to weather, cash bond for sidewalks that are not able to be installed at the time of completion of the home due to weather to be submitted to the city prior to final inspection. The cash bond shall be at unit price per square foot plus thirty percent or per contract submitted plus thirty percent. In addition, a written affidavit stating the required sidewalk will be installed within six months is also required to be submitted with the cash bond.
12. All mail boxes are required to be located at the unit. The proposed mailbox clusters shall be removed from the preliminary plan.
13. Street lights shall be shown on the preliminary plan, at a rate of minimum industry standards as required by consumers energy. Specification of the proposed lights shall also be shown on the plan. It is requested, but not required that the proposed lights match the existing lights off Sunset Drive.
14. The preliminary plans shall show City of Pottersville easement access to all proposed utility areas located on the proposed units and common areas.

Commissioner McNett supported. A roll call was taken with four (4) voting aye and none (0) voting nay. Motion carried.

Old Business: None

New Business: None

Reports: Ms. Miller gave a brief update regarding the updating of the Zoning Ordinance. The Planning Commission discussed the potential of reducing the required setbacks for properties located off from Lansing Road due to the size of the right-of-way and dissolving the B-3 General Highway Business Zoning District.

Public Comment: None

Upcoming Cases: Ms. Miller informed the Planning Commission they do not have any cases to hear at their February 15, 2022 meeting. **Commissioner Swanson** cancelled the February 15, 2022 Planning Commission meeting due to lack of business.

Motion to Adjourn: **Commissioner Maynard** moved to adjourn the January 25, 2022 Planning Commission Meeting. **Commissioner Kepler** supported. All in favor. Motion carried. Meeting adjourned at 8:41 p.m.

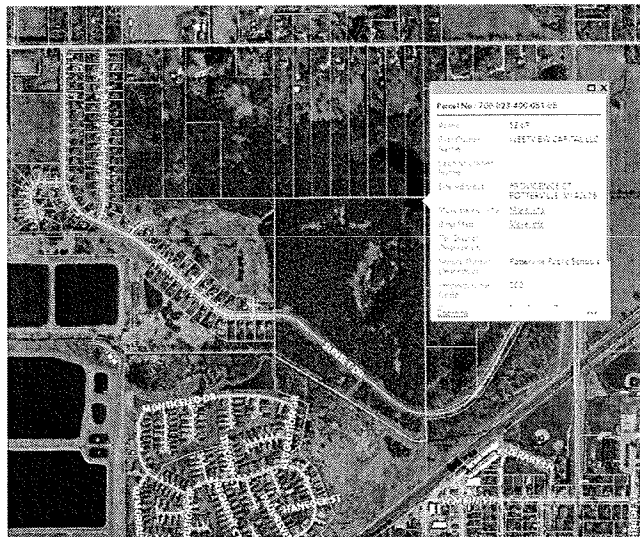
williams&works

engineers | surveyors | planners

MEMORANDUM

To: City of Potterville Planning Commission
Date: January 25, 2022
From: Nathan Mehmed, AICP
Katie Mendez, EIT
RE: Cambria Ridge Site Condominium Preliminary Review

Michael West of Westview Capital has submitted an application for preliminary review of a site condominium for the establishment of a single-family residential development on parcel number 700-023-400-051-05. The purpose of this memorandum is to evaluate the request pursuant to the City of Potterville Zoning Ordinance and Code of Ordinances Chapters 32 and 38 regarding water supply, sanitary sewer, site drainage, storm sewer, roads and sidewalk.



Background. The subject property has an area of approximately 52.69 acres and is located on Sunset Drive immediately east of the Sunset Hills subdivision. The applicant is seeking to construct a single-family residential site condominium consisting of 79 single-family detached dwellings in four phases with an overall development density of 1.5 units/acre. The subject property is zoned R-2, Medium-Density Residential where single-family dwellings are permitted by right. Site condominiums require site plan review by the Planning Commission.

Site Condominium Requirements. Section 4.09 of the Potterville Zoning Ordinance outlines requirements for site condominium subdivisions. Those standards have been addressed herein under various headings, such as completeness of submittal, dimensional standards, and subdivision design standards. Further, while we have reviewed the submitted Master Deed for elements related to our planning review, we recommend that the City submit the document to the City Attorney for further review and comment. Staff Comment: The proposed Master Deed is in early draft form. The Master Deed will be sent to the City Attorney for review and comment prior to the Planning Commission considering the final Condominium Subdivision.

Completeness of Submittal. Section 22.03, 2 of the Potterville Zoning Ordinance outlines the items required for site plan review by the Planning Commission. Additionally, Section 4.09 requires that additional items be submitted specifically for site condominium subdivisions, including all information required by the City of Potterville Subdivision Regulations (Chapter 32

of the City of Potterville Code of Ordinances). We find that the minimum submittal requirements are largely met; however, we do have some questions or require clarification on certain items. Those items are addressed in the standards below, and are summarized at the end of this review.

Dimensional Standards. Section 16.01 of the Potterville Zoning Ordinance outlines the dimensional standards for single-family dwellings in the R-2 district. The R-2 district requires the following:

- Minimum Lot Area: 8,500 square feet
- Minimum Lot Width: 80 feet
- Front Yard Setback: 25 feet
- Side Yard Setback: 10 feet
- Rear Yard Setback: 40 feet

It appears that the proposed lots and building envelopes presented on the site plan would comply with the dimensional requirements of the Zoning Ordinance. However, on irregularly shaped lots, the lot width as measured at the front yard setback has not been included. The applicant should add these measurements to the drawing to ensure compliance with lot width requirements of the Zoning Ordinance. Staff Comment: Staff agrees

Subdivision Control Ordinance Design Standards. Zoning Ordinance Section 4.09 of the Potterville Zoning Ordinance requires that all site condominium subdivisions meet the subdivision design standards and subdivision improvement requirements of the City of Potterville Subdivision Regulations in Chapter 32 of the Code of Ordinance. Those standard categories and our comments on each are as follows:

1. Conformance to comprehensive development plan. Sec. 32-118

Comment: The City of Potterville Master Plan was last updated in 2019 and is the policy document that should be referenced regarding this standard. The subject property is planned for Traditional Residential. This land use designation "is intended for single and two-family residential dwellings in a traditional grid street pattern. These areas will provide for the majority of the City's housing needs. New residential developments or redevelopment should incorporate improved connectivity and diversity in housing styles, while matching the traditional development style of a small city or village." The corresponding zoning district of this designation is R-1, with a planned density of 2 to 6 dwelling units per acre. The proposed development largely conforms to the Master Plan with the exception of development form. The applicant has proposed three cul-de-sacs, while the Master Plan envisions a traditional grid street pattern. While we understand that certain wetland limitations exist on the site, there appears to be potential for the development to be connected into a traditional block design as contemplated by the Master Plan. The Planning Commission should discuss this with the applicant. Staff Comment: The developer met with staff prior to this submittal; in addition to the location of wetlands on the property, the existing natural grade and features is another reason staff supports the proposed layout of the development.

2. Uninhabitable areas. Sec. 32-119

Comment: This standard addresses land that may be unsuitable for subdivision development due to flooding, poor drainage, soils conditions and other features that may be likely to harm the health, safety, and welfare of future residents. The applicant has completed a wetland delineation on the property and has proposed open space where wetlands exist on the property. EGLE maps show wetland soil in the area of proposed lot 76,77, and



January 24, 2022
Part 303 Final Wetlands Inventory
Wetlands as identified on NWI and MIRIS maps
Soil areas which include wetland soils
Wetlands as identified on NWI and MIRIS maps and soil areas which include wetland soils

78. The applicant should show the appropriate area of wetland is replaced for the proposed lots. The plans also indicate an area with a 200' radius that will not be graded or have ground disturbance for the existing city well. The radius includes four lots and two proposed buildable areas. This needs to be adjusted to show no buildable area within the no disturbance area. Staff comment: The area shown on the map include wetland soils, they are not actual wetlands. Staff has spoken with the developer about these areas. The developer is aware EGLE review and approval is require prior to submittal of the final Condominium Subdivision.

3. Preservation of natural features. Sec 32-120

Comment: This standard addresses the preservation of existing natural features such as trees, woodlots, water courses and similar community assets that add value to residential development and enhance the community. It encourages the preservation of these features in the design of the subdivision insofar as it is possible. The subject property is wooded and contains wetlands. The applicant is proposing areas of open space surrounding the developed areas, primarily where wetlands exist. Most wetland areas would be preserved in their current state with the exception of a small area near units 65 through 68, where the applicant has indicated that EGLE permits will be obtained. Additionally, the applicant does not appear to be proposing to clearcut the entire site. The Planning Commission may wish to discuss significant trees or vegetation preservation as part of the review, but it appears that the site plan adequately takes natural features into account in its design. Staff comment: Staff agrees. In addition, the developer is aware EGLE review and approval is require prior to submittal of the final Condominium Subdivision.

4. Streets and roads. Sec. 32-121

Comment: This standard sets forth the minimum requirements for streets, roads, and intersections. Neighborhood streets accessing primarily abutting properties are considered minor streets. Minor streets are required to have a right-of-way of 66 feet.

Additionally, cul-de-sac streets are required to be not more than 600 feet in length with an adequate turnaround having an external diameter of 150 feet. The applicant is proposing a 66-foot-wide right-of-way that complies with the requirement; however, both Cambria Court and Garden Court both exceed the 600-foot maximum length. Special consideration can be given to longer cul-de-sac under certain topographic conditions or other unusual situations. While some unique topography exists on the site, we are unsure if it is extensive enough to justify the longer cul-de-sac length. The Planning Commission should discuss this with the applicant and consider whether or not the circumstances of the site dictate a longer cul-de-sac length.

The plans show a 2" thick wearing course, MDOT Mix 36A, and a 2" thick leveling course, MDOT Mix 13A, over 8" of MDOT 22A aggregate base, and 10" MDOT Class II granular subbase. the road section is adequate for the amount of traffic that will be seen on the roads, but it is recommended to follow Eaton County Road Commissions standards of 1.5" Top with 2.5" leveling course and a 4" edge drain. Staff comment: Staff agrees

5. Pedestrian ways. Sec 32-122

Comment: This standard addresses crosswalks and sidewalks in the development. Crosswalks are required in the middle of long blocks where necessary to access schools, parks, and shopping areas. Sidewalks are required to be installed on both sides of the street. The applicant has proposed the installation of sidewalks on all three cul-de-sac streets; however, no sidewalks have been proposed on the north side of Sunset Drive. A nonmotorized path currently exists on the south side of Sunset Drive and is sufficient for sidewalk purposes on that side of the street. Further, the applicant is proposing crosswalks at all three intersections. The Planning Commission should address the lack of sidewalk proposed on the north side of the street. The plans should include that no final housing inspection can be completed without the front sidewalk installed. Staff comment: The Planning Commission may wish to require the sidewalk to be located to the north of Sunset Drive to be shown on the preliminary plan. In addition, the Planning Commission may wish to require all pedestrian ways to give proposed construction details including materials and width.

6. Easements. Sec 32-123

Comment: This standard addresses utility and drainageway easements. The applicant is proposing to route utilities through the public right-of-way; therefore, easements along rear property lines as suggested in the Ordinance are likely not necessary. The Master Deed indicates that the developer has entered into a Drainage Easement Agreement requiring that the storm system be maintained by the Association. The City should defer to comments from the County Drain Commission in this regard. Staff comment: Eaton County Drain Commissioner approval is required as a part of the final review. In addition, the Planning Commission may wish to require easement access be given to the City of Pottersville for access to the storm drain in the event DPW needs to access the areas.

7. Blocks. Sec 32.124

Comment: This standard addresses block arrangement and dimensions. The applicant is not proposing any blocks and is instead only proposing cul-de-sacs. This standard is not applicable. Staff agrees.

8. Lots. Sec. 32-125

Comment: This standard requires compliance with zoning district dimensional standards and frontage requirements. Dimensional standards pertaining to zoning district requirements were addressed above. This standard requires that corner lots have extra width to permit appropriate building setbacks from both streets. It does not appear that the applicant has provided extra width to accommodate this standard. The Planning Commission should discuss this with the applicant. Staff Comments: Per staff's conversation with the developer, driveway access to the corner lots will come off from the proposed roads, not Sunset Drive. Therefore, this requirement has been met

9. Planting strips and reserve strips. Sec. 32-126

Comment: This standard requires planting strips adjacent to incompatible features such as highways, railroads, and commercial uses and reserve strips where stub streets are proposed. There does not appear to be any incompatible uses that would require additional planting strips or screening. Additionally, the applicant is not proposing any stub streets that would require reserve strips. The Planning Commission may find that this standard is met. Staff agrees.

10. Public sites and open spaces.

Comment: This standard addresses public sites and open spaces such as parks, playgrounds, schools, or other public uses. The applicant is proposing open space and a walking trail internal to the development that can be accessed from the public right-of-way. Based on our reading of the Master Deed, the open space is included in the Common Element and is under the care and maintenance of the Association, which is proposed to be established. Since a detailed property description is not yet provided and this development contains public streets, it would be helpful to have a map specifically outlining what is public, common element, and limited common element. The Master Deed lists water, sanitary sewer, and storm drainage as common elements, but these facilities are located within the public right-of-way. The Master Deed also describes the maintenance of private roads when no private roads are proposed. Further, the Master Deed indicates that "delivery boxes" (these are located as mail box clusters at the end of the street) are limited common element, but these boxes are also proposed to be located in the public right-of-way. Clarification is needed in terms of maintenance such as snow clearing and related matters. The Planning Commission should discuss these items with the applicant. Staff Comment: The proposed Master Deed does not reflect this actual development, rather it is an example of a potential Master Deed. The developer is aware a final proposed Master Deed will need to be submitted for review by the City's Attorney prior to final review of the Planning Commission.

Site Plan Review Standards. Zoning Ordinance Section 22.04 contains review standards to be utilized by the Planning Commission in reviewing all site plans. Those standards and our comments on each are as follows:

1. All elements of the site plan shall be harmoniously and efficiently organized in relation to topography, the size and type of lot, the character of adjoining property, and the type and size of buildings. The site shall be developed so as not to impede the normal and orderly development or impoundment of surrounding property for uses permitted in the ordinance.

Comment: The applicant has proposed three cul-de-sac streets as part of a residential site condominium development. The condominium units are largely placed on the areas of the property that are not wet and follow natural topography. The site will preserve open spaces and is adjacent to properties zoned or used for residential purposes. It is unlikely that the proposed development will impede normal and orderly development or impound surrounding properties. That being said, we would typically like to see more interconnectivity with adjacent residential parcels for developments located in a walkable city context. The applicant is not proposing any potential for future stub streets or pedestrian connections to adjacent development. We are unsure of the development potential or plans for the vacant property to the west, but this could include a potential stub connection in the future that would enable a better-connected residential neighborhood development. Otherwise, the Planning Commission may find that this standard is met. **Staff Comment:** Staff would find this standard met.

2. The landscaping shall be preserved in its natural state, insofar as practicable, by minimizing tree and soil removal and by topographic modifications that result in maximum harmony with adjacent uses.

Comment: With the exception of the area where condominium units are proposed, the applicant is proposing the conservation of open space consisting of woodland and wetlands. This arrangement is likely harmonious with adjacent uses and largely preserves sensitive habitat to the extent possible. The Planning Commission may find that this standard is met. **Staff Comment:** Staff agrees

3. Special attention shall be given to proper site surface drainage so that removal of storm waters will not adversely affect neighboring properties.

Comment: The applicant has proposed a series of both dry and wet basins that “will be designed, constructed, and maintained in accordance with Eaton County Drain Commission standards and requirements.” Storm water calculations will need to be included with final construction plans to verify adequate sizing of pipes and ponds. **Staff Comment:** Staff agrees and includes, Eaton County Drain Commissioner approval is required prior to submission of the final plans for review.

4. The site plan shall provide reasonable visual and sound privacy for all dwelling units located therein. Fences, walks, barriers, and landscaping shall be used, as appropriate, for the protection and enhancement of property and for the privacy of its occupants. Refer to Section 4.04 for buffer yard, berm, wall, and fence specifications.

Comment: The applicant is proposing an exclusively residential site condominium development located in a residential zoning district. Section 4.04 does not require any buffering or screening between land uses for residential developments. Homeowners of condominium units would be permitted to landscape and build fences as permitted by the Zoning Ordinance. The Planning Commission may find that this standard is met.
Staff Comment: Staff agrees

5. All buildings or groups of buildings shall be arranged so as to permit emergency vehicle access by some practical means to all sides.

Comment: The development is required to comply with the street and dimensional requirements of the Zoning Ordinance and Code of Ordinances. The dimensional standards require side yard setbacks that should allow for side yard access by emergency services personnel. Further, the minimum requirements for public streets and frontage requirements also ensure that emergency vehicles have proper access. The Planning Commission should consider comments from City emergency personnel in this regard. Staff comment: The Planning Commission may wish to require final approval of Eaton County Central Dispatch and Benton Township Fire Department prior to submittal of the final plan for review.

6. Every structure or dwelling unit shall have access to a public street, walkway, or other area dedicated to common use.

Comment: All condominium units will have frontage and access from a public street. The applicant has also proposed sidewalks in front of all condominium units with the exception of the north side of Sunset Drive. That being said, sidewalks are required, so all condominium units should have access to both public streets and public sidewalks. The Planning Commission may find that this standard is met. The project summary details five-foot-wide concrete sidewalks will be constructed, but the width is not mentioned on the plans. The typical road cross section should include the proposed sidewalk with dimensions. The plans show 4-inch non-reinforced concrete sidewalk and 6-inch non-reinforced concrete sidewalk for ramps, placed over 6 inches of Class II compacted sand. Final plans should mention the use of 6-inch non-reinforced concrete sidewalk across driveways. Staff comment: Staff agrees, in addition the Planning Commission may wish to require the walking path construction details to be included on the preliminary plan.

7. A pedestrian circulation system that is insulated as completely as reasonably possible from the vehicular circulation system shall be provided.

Comment: The applicant is proposing sidewalks within the public right-of-way adjacent to the street as well as a path through the open space. As mentioned above, the applicant has not proposed sidewalks along the north side of Sunset Drive; however, this must be added. Otherwise, the Planning Commission may find that this standard is met.
Staff Comment: Staff agrees

8. All loading and unloading areas and outside storage areas, including areas for the storage of trash, that face or are visible from residential properties or public streets shall be screened by a vertical screen consisting of structural (fence) materials no less than six (6) feet in height.

Comment: The applicant is not proposing any loading and unloading areas or outside storage areas. Being a residential development, it is likely that each condominium unit will have their own trash service. The Association by-laws submitted by the applicant indicate that trash container location and screening will be addressed. The Planning Commission may find that this standard is met. Staff Comment: Staff agrees

9. Exterior lighting shall be arranged so that it is deflected away from adjacent properties and so that it does not impede the vision of traffic along adjacent streets.

Comment: The applicant does not appear to be proposing any streetlights; however, this should be confirmed with the applicant. It is assumed that lighting on individual dwellings will be standard residential lighting or up to individual homeowners. If streetlighting is proposed, it should be reviewed and approved by the City. Staff Comment: Staff agrees

Utility Requirements. Chapter 32 and Chapter 38 of the Pottersville Code of Ordinances outlines utility requirements for site condominium subdivisions. Those requirements have been addressed and are as follows:

1. Water Distribution:

Comment: An 8" ductile iron water main is proposed to go in the right of way on the east side for each of the proposed cul-de-sacs. The water main will connect to the existing water main on Sunset Dr. Fire hydrants have been proposed for the end of the street for Garden Court and Cambria Court. More fire hydrants should be added to provide adequate fire protection. The water main specifications detail that water services with corporation stops and curb stops will be provided to all new and existing water main connections. The water main extensions should be modeled to assure adequate fire flow and pressure at the dead end. The water specifications at the end of the preliminary plans will require some revisions in the construction set related to corporation stop size, bedding material, fire hydrants, and valve structures. Staff Comment: Staff agrees. In addition, this detail would be approved by Eaton County Central Dispatch and Benton Township Fire Department prior to Planning Commission final review.

2. Storm Water Management:

Comment: The plans show swales, concrete curb, catch basins, storm sewer pipe, sedimentation basins, detention basin and outlets to collect, convey, treat, store and discharge storm water from the site. The plans do not specify the size of the storm pipes or calculations verifying the ponds are correctly sized. Storm calculations will need to be included with final construction plans. Storm sewers need to be included on the street profiles to verify depth, location and slope. The storm sewer is proposed to be placed in the right of way, and behind the proposed houses. The Master Deed indicates that the developer has entered into a Drainage Easement Agreement requiring that the storm system be maintained by the Association. To easily access the storm sewer for maintenance, the proposed pipes should be located in only the right-of-way. If storm sewers are required outside of the right-a-way, proper explanation is needed. Staff Comment: Staff agrees. In addition, the Planning Commission may wish to require any storm sewer not located in the in the right-of-way to have easement access granted to the City of Pottersville.

3. Sanitary Sewer

Comment: A sanitary lateral is proposed for each building lot. The pipes appear to be adequately sized and at a slope to convey the expected wastewater from the development to the existing sanitary line on Sunset Drive. The sanitary sewer plans will require some revisions in the construction set related to leak testing. The materials of construction will have to be called out on the construction plans in great detail, and drop connections will need to be shown on the sanitary sewer in Cambria Ct. The sanitary lines on the plans appear to be located too close to the proposed storm on Garden Court. Another manhole should be added to keep adequate distance between the storm and sanitary lines. Without dimensions, the sanitary line on Rose Court appears to be too close to the proposed watermain. There should be, at minimum, 10 feet between the watermain and sanitary line. Staff Comment: Staff agrees

Discussion. Since this is a preliminary review, the following issues need to be addressed by the applicant and the Planning Commission before the review can move forward. We provide the following list for discussion and clarification:

1. Items in the Master Deed should be clarified or specified regarding public, common element, and limited common element land, as discussed above. Staff Comment: The proposed Master Deed does not reflect this actual development, rather it is an example of a potential Master Deed. The developer is aware a final proposed Master Deed will need to be submitted for review by the City's Attorney prior to final review of the Planning Commission.
2. Regarding irregular shaped lots (those with nonparallel side lot lines), the lot width is measured at the front setback. This measurement should be added to the site plan to confirm compliance with this standard. Staff Comment: Staff agrees
3. The applicant is proposing three cul-de-sacs that do not align with the vision of the City Master Plan regarding residential neighborhood development in the Traditional Residential future land use designation. The Planning Commission should discuss this vision and any site constraints that may require cul-de-sac development. Discussion with the applicant will be helpful in this regard.
4. The City of Pottersville Subdivision Control Ordinance requires that cul-de-sac streets be no longer than 600 feet unless topographic conditions or other unusual situations exist. The applicant has proposed two cul-de-sac streets that exceed 600 feet in length.
5. The applicant has not proposed a sidewalk along the north side of Sunset Drive. Sidewalks are required by the Subdivision Ordinance.
6. The Subdivision Ordinance requires that corner lots have extra width to permit appropriate building setbacks from both streets. The applicant has not provided extra width for corner lots.
7. The equivalent area of wetland disturbed should be proposed on the plans.
8. Utilities should be relocated to allow adequate spacing. Road profile views need to include storm sewers and dimensions should be included on the plans to verify proper spacing between utility lines. Storm pipes should be relocated to the right of way for accessible maintenance unless an explanation is provided for sewers placed behind lots.

9. Sidewalk sections should be included with the typical road cross section.
10. The road section should be corrected to match the Eaton County Road Commission standards of 1.5" MDOT Mix 36A Top, and 2.5" MDOT Mix 13A Leveling Course. A 4" edge drain should also be included.

11. For sufficient fire protection, more fire hydrants should be proposed and the water main extensions should be modeled to check for adequate fire flow at the dead ends.

As always, feel free to contact us if there are any questions.

Westview Capital, LLC
795 Clyde Court SW
Byron Center, MI 49315

January 25, 2022

Brandy Miller, Zoning Administrator
City of Potterville
319 N. Nelson Street
Potterville, Michigan 48876

Re: Cambria Ridge - Preliminary Site Condominium: Response to Williams & Works
Review Memos dated January 14, 2022

Dear Brandy,

The following is intended to address discussion items outlined in the Williams & Works review memos dated January 14, 2022 and other comments received regarding the Preliminary Site Condominium for the Cambria Ridge single family residential subdivision proposed on the 52.69 acre parcel addressed as 900 W. Vermontville Highway (Parcel #700-023-400-051-05).

Dimensional Standards – Lot Width at Front Building Setback & Extra Corner Lot Width

While not specifically dimensioned on the Preliminary Site Condominium Plan, all proposed Units within the subdivision meet the minimum 80-foot lot width standard at the front building setback line. The Preliminary Site Condominium Plan will be revised accordingly.

As required by ordinance, extra lot width (above the minimum 80-foot standard) has been provided for all corner Units located at street intersections. Units 7 and 8 are proposed at 90-foot width; Unit 13 is proposed at 105-foot width; Units 30 and 81 (which will be front oriented to Cambria Court) are proposed between 105-110 foot width. These corner Units have plenty of available "building envelope" to accommodate various home plans and safe driveway locations.

Cul-De-Sac Street Length and Connectivity

Section 16-114(c)(7) of the Subdivision Regulations establishes a 600-foot cul-de-sac street length standard which can be exceeded under special consideration based upon "...certain topographic conditions and other unusual situations". The Preliminary Site Condominium Plan for Cambria Ridge proposes three new cul-de-sac streets along the north side of Sunset Drive: Rose Court (approximately 600 feet in length); Garden Court (approximately 850 feet in length) and Cambria Court (approximately 800 feet in length). While connection of these cul-de-sac streets was considered, a large regulated wetland is situated between Rose Court and Garden Court, and significant topography (30-40 feet grade change) is present between Garden Court and Cambria Court. Based on these unique site characteristics, an exceedance of the cul-de-sac length standard is respectfully requested.

Westview Capital, LLC
795 Clyde Court SW
Byron Center, MI 49315

Sidewalk and Pedestrian Ways

The Preliminary Site Condominium Plan does identify sidewalk installation along both sides of the three new cul-de-sac streets. While not identified currently, sidewalk will also be installed along the north side of Sunset Drive, along the entire frontage of the property. The Preliminary Site Condominium Plan will be revised accordingly.

In addition to sidewalks along the public streets, a mowed pedestrian path is also proposed within the open space area (along the northern portion of the site) which will connect Cambria Court to Garden Court. Additionally, a concrete sidewalk will be installed from Cambria Court to the western property line, between Units 37 and 38, which will allow for future pedestrian connection to the vacant property to the west.

Wetlands and Natural Features Preservation

As indicated in the original application narrative, significant design considerations were made to avoid and/or minimize wetlands and natural feature impact. While the boundaries of wetlands located on the subject property are illustrated on the Preliminary Site Condominium Plan, these boundaries lines are difficult to see on certain plan sheets. For clarity purposes, the Preliminary Site Condominium Plan will be revised to more clearly identify these wetland boundaries.

While the majority of the wetlands on the property will be preserved, a small wetland area near Units 65-68 (along the east side of Garden Court) will be impacted by construction activities. All necessary approvals/permits for this proposed wetland impact will be obtained from EGLE. All other wetland areas, along with wooded/natural areas located within designated open space areas, will remain undisturbed to the greatest extent possible.

Master Deed and Bylaws

A preliminary draft of the Master Deed and Bylaws for the Cambria Ridge Site Condominium project was provided with the Preliminary Site Condominium Plan submittal. We will continue to work with city staff and the City Attorney to revise and finalize these documents, as necessary.

For clarification, the proposed streets will be public and will be deeded to the city after construction. The CBU mail box locations will be situated within the public street right-of-way, but will be maintained (snow clearing, mowing, etc.) by the homeowners association (HOA). Common open space areas will be general common elements that will also be maintained by the HOA, while storm water related facilities will have coordinated ownership and maintenance by the city, HOA and/or Eaton County Drain Commission (ECDC) through a 433 agreement. Any easement required across private owner property will be provided to either the city and/or ECDC. Further engineering details will be provided with the construction plans.

Westview Capital, LLC
795 Clyde Court SW
Byron Center, MI 49315

Preliminary Engineering Comments

Engineering details will be provided with submittal of the Final Preliminary Site Condominium Plan and construction plans for the Cambria Ridge project. All applicable requirements and standards for public roads, water, sanitary sewer, storm water, sidewalks, street lights, etc. will be met as outlined in Chapters 32 and 38 of the City of Pottersville Code of Ordinances.

Based upon the above clarifications, responses and commitments, it is respectfully requested that the Planning Commission consider a conditional recommendation of approval for the Cambria Ridge Preliminary Site Condominium Plan at the January 25, 2022 meeting. Any necessary changes to the Preliminary Site Condominium Plan will be made and resubmitted to your attention for final review, prior to formal consideration by the City Council.

If you have any questions or require additional information, please contact me at your earliest convenience.

Sincerely,



Michael West, AICP
Land Planning Project Manager
Westview Capital, LLC
795 Clyde Court SW
Byron Center, Michigan 49315
(269) 365-8548
mwest@allenedwin.com

CC: Planning Commission
Aaron Sheridan, City Manager

February 15, 2022

Brandy Miller, Zoning Administrator
City of Pottersville
319 N. Nelson Street
Pottersville, Michigan 48876

Re: Revised Preliminary Site Condominium: Cambria Ridge Single Family Residential
Subdivision, 900 W. Vermontville Highway (52.69 Acres, Parcel #700-023-400-051-05)

Dear Brandy,

On January 25, 2022, the Pottersville Planning Commission recommended approval of the Preliminary Site Condominium for the Cambria Ridge single family residential subdivision subject to several conditions. This correspondence and attached revised Preliminary Site Condominium Plan are intended to address the Planning Commission recommended conditions of approval. Changes made to the Preliminary Site Condominium Plan are summarized below:

- 1) Wetland area boundaries have been more clearly identified on the plan sheets with a gray shaded pattern. Any proposed wetland impact area will be reviewed and approved by the Michigan Department of Environment, Great Lakes and Energy (EGLE) and the Eaton County Drain Commission Drain Commissioner's Office, as required.
- 2) Five (5) foot wide concrete sidewalks have been added along the north side of Sunset Drive. A concrete sidewalk section detail is also provided on Sheet C-1.0.
- 3) The sidewalk stub between Units 37-38 and the sidewalk/mowed pathway between Units 41-42 and Units 61-62 will be delineated on either side by a three (3) foot tall decorative vinyl split rail fence. This vinyl fence delineation and detail, along with the six (6) foot wide mowed pathway detail, are shown on Sheet C-1.0.
- 4) Driveways for corner Units 7, 8, 13, 30 and 51 will be required from the new cul-de-sac streets and will be setback a minimum of 50 feet from the Sunset Drive right-of-way. Note 9 has been added to Sheet C-1.0 stating this requirement.
- 5) Cluster box units (CBUs) have been eliminated from the plan and Note 8 has been added to Sheet C-1.0 which states that "All units of the development will be served by traditional single mailboxes".
- 6) The Typical Road Cross Section with Curb & Gutter on Sheet C-1.0 has been revised to match the Eaton County Road Commission standards.
- 7) Preliminary street light locations have been added to the various plan sheets and a street light detail has been added on Sheet C-3.0. Street lights will be installed by Consumers Energy Company at a rate of minimum industry standards which is customary to other residential subdivision designs in the region.

Westview Capital, LLC
795 Clyde Court SW
Byron Center, MI 49315

- 8) Storm water easement areas have been more clearly identified on the plans. Additionally, Note 10 has been added to Sheet C-1.0 which states "Easements and rights to access/maintenance storm water facilities and public utilities located outside of the public street right-of-way will be provided to the city and county, as required". These rights will also be detailed in the Master Deed for the proposed site condominium subdivision.
- 9) The location of the municipal well and associated 200-foot well isolation area on the adjacent city owned property to the east has been corrected and the plan sheets revised accordingly. Since this well isolation area no longer encumbers the subject property, it is our intention to add an additional buildable unit immediately to the east of Unit 29 with submittal of the Final Site Condominium Plans.
- 10) Other Planning Commission recommended conditions of approval that involve Master Deed/Bylaws review, utility spacing and details, conditions for sidewalk installation and other local agency reviews are acknowledged and will be addressed with preparation of the detail engineering plans and submittal of the Final Site Condominium Plan.

I hope the above referenced plan changes meet the necessary requirements and conditions recommended by the Planning Commission. If you have any questions or require additional information, please contact me at your earliest convenience. Also, if you need hard-copies of the revised Preliminary Site Condominium or any other submitted documents, please let me know and I will make the appropriate arrangements.

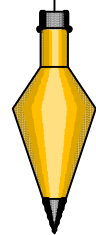
Thank you again for your ongoing assistance with this project and we look forward to discussing the Preliminary Site Condominium for Cambria Ridge with the City Council at the March 17, 2022 meeting.

Sincerely,



Michael West, AICP
Land Planning Project Manager
Westview Capital, LLC
795 Clyde Court SW
Byron Center, Michigan 49315
(269) 365-8548
mwest@allenedwin.com

CC: Aaron Sheridan, City Manager



TAX ID: 700-023-400-051-05

SCHEDULE C DESCRIPTION:
LAND SITUATED IN THE CITY OF POTTERVILLE, COUNTY OF EATON, STATE OF MICHIGAN DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 23, TOWN 3 NORTH, RANGE 4 WEST, CITY OF POTTERVILLE, EATON COUNTY, MICHIGAN; THENCE SOUTH 89°48'32" EAST, 1315.57 FEET ALONG THE SOUTH LINE OF SAID SECTION 23; THENCE NORTH 00°17'52" EAST, 2630.73 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE SOUTH 89°55'01" EAST, 1305.73 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 23 TO THE CENTER OF SAID SECTION 23 FOR A PLACE OF BEGINNING; THENCE NORTH 00°12'48" EAST, 1315.52 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 23; THENCE SOUTH 89°51'53" EAST, 1309.47 FEET ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE SOUTH 00°02'28" WEST, 1317.11 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23 TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 23; THENCE SOUTH 00°01'24" EAST, 778.389 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE ALONG THE CENTERLINE OF ABEL DRAIN THE FOLLOWING 2 COURSES: 149 FEET ALONG THE ARC OF A 213.31 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, HAVING A CHORD WHICH BEARS NORTH 78°27'46" WEST, 146.89 FEET AN NORTH 58°19'23" WEST, 1374.46 FEET; THENCE NORTH 00°12'48" WEST, 32.43 FEET TO THE CENTER OF SAID SECTION 23 AND THE PLACE OF BEGINNING, BEING PART OF THE EAST 1/2 OF SAID SECTION 23.

BEARINGS ARE BASED ON PROJECT COORDINATE SYSTEM:
MICHIGAN STATE PLANE COORDINATE SYSTEM, NAD83 (CONUS) (MOL) (GRS80), SOUTH ZONE 2113,
INTERNATIONAL FEET, GROUND
(LAT: 42°38'06.71" N, LON: 84°44'50.12" W, ELEV: 910, SCALE FACTOR: 1.00012710).

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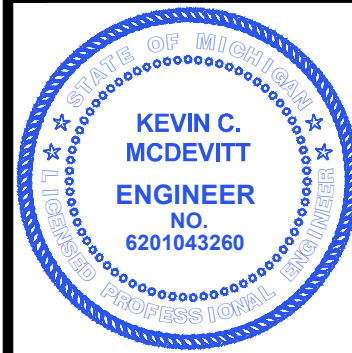
298 VETERANS DRIVE,
FOWLERVILLE, MI 48836
ALLAN W PRUSS, PE, PS
PHONE: 517-223-3512

CLIENT

ALLEN EDWIN HOMES
2186 E. CENTRE AVE.,
PORTAGE, MI 49002
POC: DAN LARABEL
PH: 616-878-1748

SHEET INDEX		PLANNING COMMISSION SUBMITTAL	PLAN	SUBMITTALS				
		REVISIONS PER PLANNING COMMISSION						
		12/29/2021						
		2/17/2022						
			INCLUDED SHEETS					
GENERAL								
SHEET	C-1.0	COVER	●	●				
SURVEY								
SHEET	V-1.0	TOPOGRAPHIC SURVEY –OVERVIEW	●	●				
SITE PLAN								
SHEET	C-1.0	SITE PLAN – OVERVIEW	●	●				
SHEET	C-1.1	PHASING PLAN	●	●				
UTILITY								
SHEET	C-3.0	UTILITY PLAN – OVERVIEW	●	●				
GRADING AND SOIL EROSION & SEDIMENTATION CONTROL								
SHEET	C-7.0	GRADING AND SESC PLAN – OVERVIEW	●	●				
ROAD PLANS								
SHEET	C-10.1	ROAD PROFILE – CAMBRIA COURT	●	●				
SHEET	C-10.2	ROAD PROFILE – GARDEN COURT	●	●				
SHEET	C-10.3	ROAD PROFILE – ROSE COURT	●	●				
SPECIFICATIONS								
SHEET	C-12.0	SPECIFICATIONS	●	●				
SHEET	C-12.1	SPECIFICATIONS	●	●				

CITY OF POTTERVILLE, EATON COUNTY STANDARD DETAILS



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CLIENT :

**ALLEN EDWIN
HOMES**
DAN LARABEL
LAND MANAGER
2186 E CENTRE AVE.,
PORTAGE, MI 49002
(616) 878-1748

COVER

CAMBRIA RIDGE
TAX ID: 700-023-400-051-05
PART OF E 1/2, SEC. 23, T3N-R4W
CITY OF POTTERTVILLE, EATON COUNTY, MICHIGAN

[illegible]

ORIGINAL ISSUE DATE:
12/29/2021

PROJECT NO: 21-329

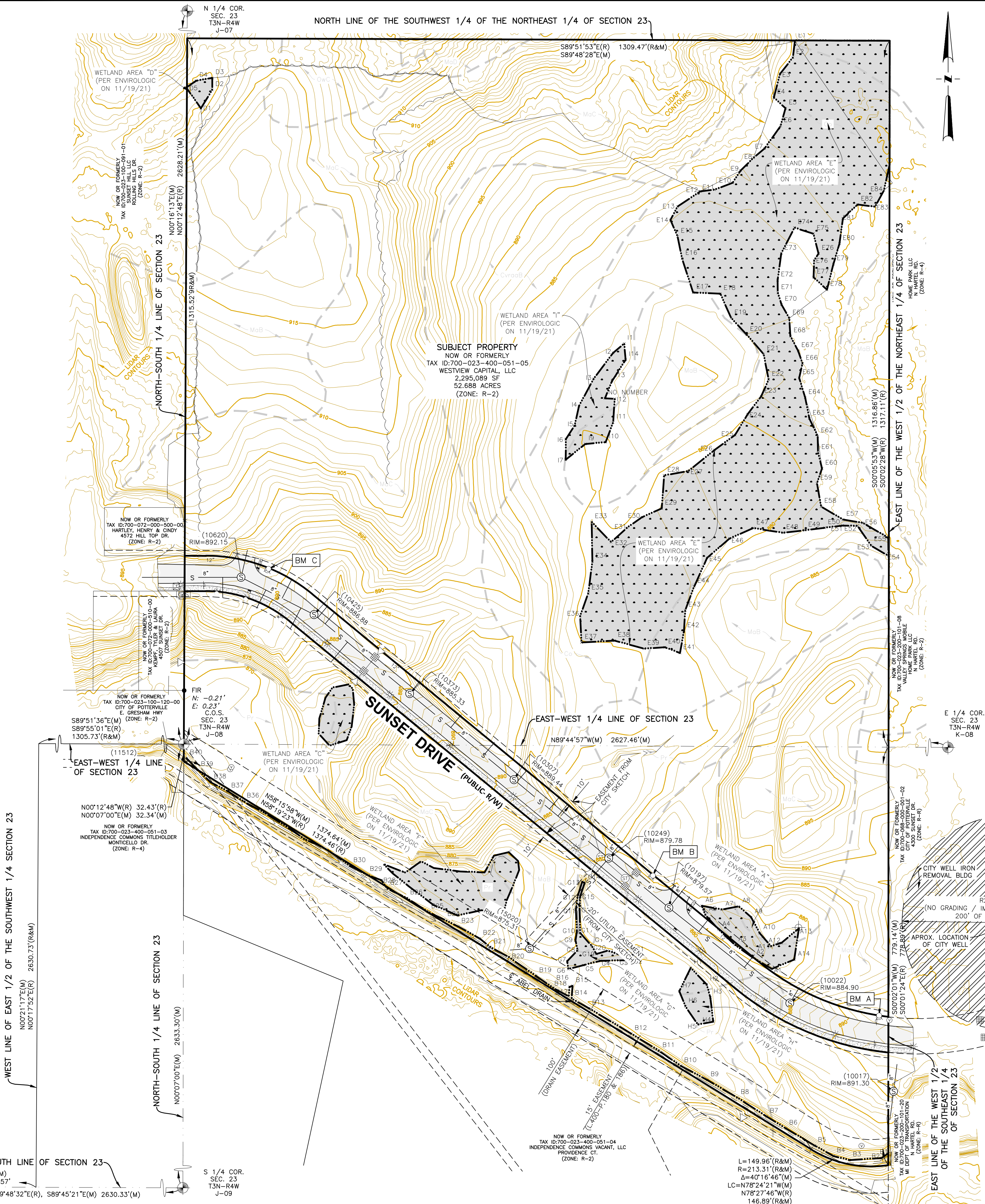
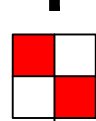
SCALE: N/A

Figure 10 shows a 1D bar element with nodes at 0, 1/2, and 1 inch. The top half (0 to 1/2 inch) is black, and the bottom half (1/2 to 1 inch) is white.

FIELD: DF, JH
DRAWN BY: DC
DESIGN BY: KM
CHECK BY: AP

G-1.0

NOT FOR CONSTRUCTION



BENCHMARKS

DATUM: NAVD88

BM A:
TOP ARROW ON HYDRANT, 33'± NORTH OF CENTERLINE SUNSET DRIVE & 169'± EAST OF NEAREST SOUTHWEST SANITARY RIM IN CENTER OF SUNSET DRIVE.
ELEV = 895.24

BM B:
TOP ARROW ON HYDRANT, 29'± NORTH OF CENTERLINE SUNSET DRIVE & 66'± WEST OF NEAREST SOUTHWEST SANITARY RIM IN CENTER OF SUNSET DRIVE.
ELEV = 884.14

BM C:
TOP ARROW ON HYDRANT, 29'± NORTH OF CENTERLINE SUNSET DRIVE & 53'± WEST OF NEAREST SOUTHWEST SANITARY RIM IN CENTER OF SUNSET DRIVE.
ELEV = 894.56

UTILITY REFERENCES

WM:
RECEIVED: CITY OF POTTERVILLE
10/26/21

SAN:
RECEIVED: CITY OF POTTERVILLE
10/26/21

STORM:
RECEIVED: CITY OF POTTERVILLE
10/26/21

GAS:
RECEIVED: CONSUMERS ENERGY
11/8/21

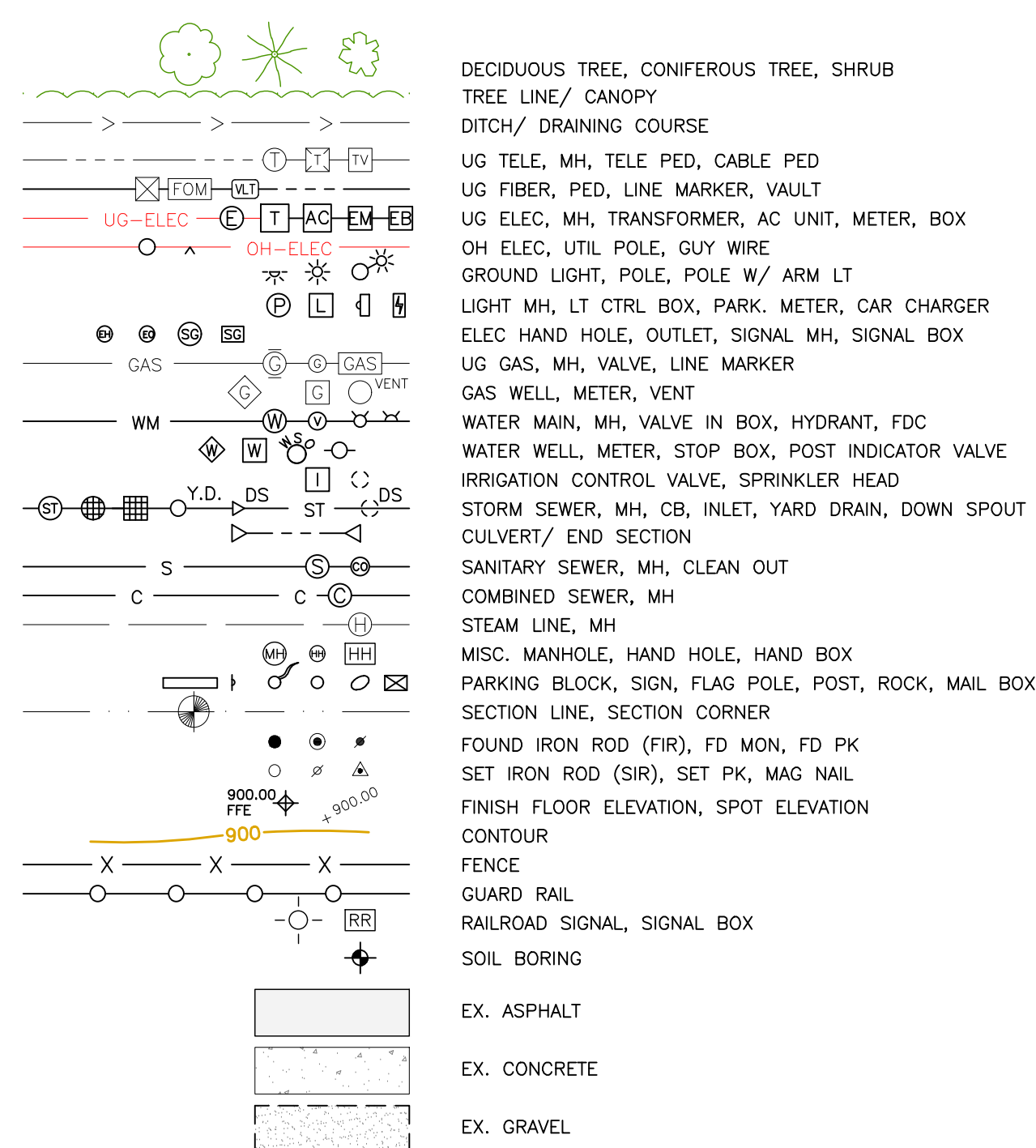
ELEC:
RECEIVED: N/A
N/A

PHONE/CABLE:
RECEIVED: AT & T
10/28/21

UTILITY NOTES

- ALL FRANCHISE UTILITIES (GAS, FIBER, CABLE, UG ELEC., TELE.) SHOWN ARE BASED ON MISS DIG MARKINGS LOCATED AT TIME OF SURVEY UNLESS NOTED OTHERWISE.
- THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

EXISTING LEGEND



WETLAND NOTE

WETLAND LIMITS ARE PER THE WETLAND DELINEATION PERFORMED BY ENVIROLOGIC. WETLAND REPORT DATED 11/19/21.

FLOOD ZONE

FEMA MAP SCALES DO NOT SUPPLY SUFFICIENT LEVEL OF DETAIL TO PLOT ACCURATELY. ZONES IF PLOTTED HEREIN ARE APPROXIMATE.

BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY. THE SUBJECT PROPERTY APPEARS TO LIE ENTIRELY IN ZONE (X) AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR THE COUNTY OF EATON, COMMUNITY PANEL NO. (26045C0213E), EFFECTIVE DATE NOVEMBER 26, 2010.

SOILS INFO

SOIL TYPES ARE ACCORDING TO THE USDA SOIL SURVEY WEB SITE (<https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>)

- Co: COLWOOD LOAM
- CvraaB: CONOVER LOAM, 0-4% SLOPES
- MaB: MARLETTE LOAM, 2-6% SLOPES
- MaC: FILER LOAM, 6-12% SLOPES
- MaD: FILER LOAM, 12-18% SLOPES
- OwC: OWOSSO-MARLETTE SANDY LOAM, 6-12% SLOPES
- Pr: PARKHILL LOAM, 0-2% SLOPES

STRUCTURE SCHEDULE

EX. SANITARY SEWER		
STRUCTURE	RIM ELEV.	PIPES
(10017) SMH	891.66	8" S IE= 877.95 8" N IE= 877.95
(10022) SMH	884.90	8" NW IE= 874.70 8" NE IE= 874.79
(10197) SMH	879.57	8" NW IE= 873.35 8" SE IE= 873.42 8" NE IE= 873.42
(10249) SMH	879.78	8" NW IE= 872.63 8" SE IE= 872.63 8" SW IE= 872.58 8" NE IE= 872.63
(10307) SMH	889.44	8" NW IE= 873.95 8" SE IE= 873.85
(10373) SMH	885.33	8" NW IE= 875.14 8" SE IE= 875.04
(10425) SMH	886.88	8" NW IE= 876.23 8" SE IE= 876.18
(10620) SMH	892.50	8" W IE= 882.05 8" SE IE= 881.99
(11512) SMH	871.16	NOT INVENTORIED AT TIME OF SURVEY
(15020) SMH	875.31	8" NE IE= 866.57 8" W IE= 866.57

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CLIENT :

ALLEN EDWIN HOMES

DAN LARABEL
LAND MANAGER
2186 E CENTRE AVE.,
PORTAGE, MI 49002
(616) 878-1748

TOPOGRAPHIC SURVEY OVERVIEW

CAMBRIA RIDGE
TAX ID: 700-023-400-051-05
PART OF E 1/2, SEC. 23, T3N-R4W
CITY OF POTTERVILLE, EATON COUNTY, MICHIGAN

DATE	02/17/2022
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REVISIONS PER PLANNING COMMISSION	
ORIGINAL ISSUE DATE:	12/29/2021
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SCALE:	1" = 100'
FIELD:	DF, JH
DRAWN BY:	DC
DESIGN BY:	KM
CHECK BY:	AP

V-1.0

* ON CURVES, WIDTH
MEASURED AT FRONT
SETBACK BUILDING LINE



66' R.O.W.

35'

17.5'

17.5'

6" TYP.

2'

2%

2%

2'

EATON CO. ROLL CURB AND GUTTER

1.5" BITUMINOUS WEARING COURSE MDOT MIX 36A

2.5" BITUMINOUS LEVELING COURSE MDOT MIX 13A

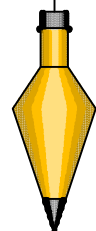
10" MDOT CLASS II GRANULAR SUBBASE C.I.P.

4" UNDERDRAIN

8" MDOT 22A AGGREGATE BASE

SUBGRADE SCARIFY AND COMPACT TO 95% DENSITY

C-1.0




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PHASING PLAN

CAMBRIA RIDGE
TAX ID: 700-023-400-051-05
PART OF E 1/2, SEC. 23, T3N-R4W
CITY OF POTTERVILLE, EATON COUNTY, MICHIGAN

ORIGINAL ISSUE DATE:
12/29/2021

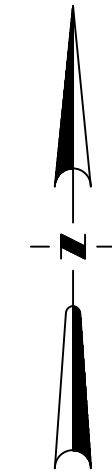
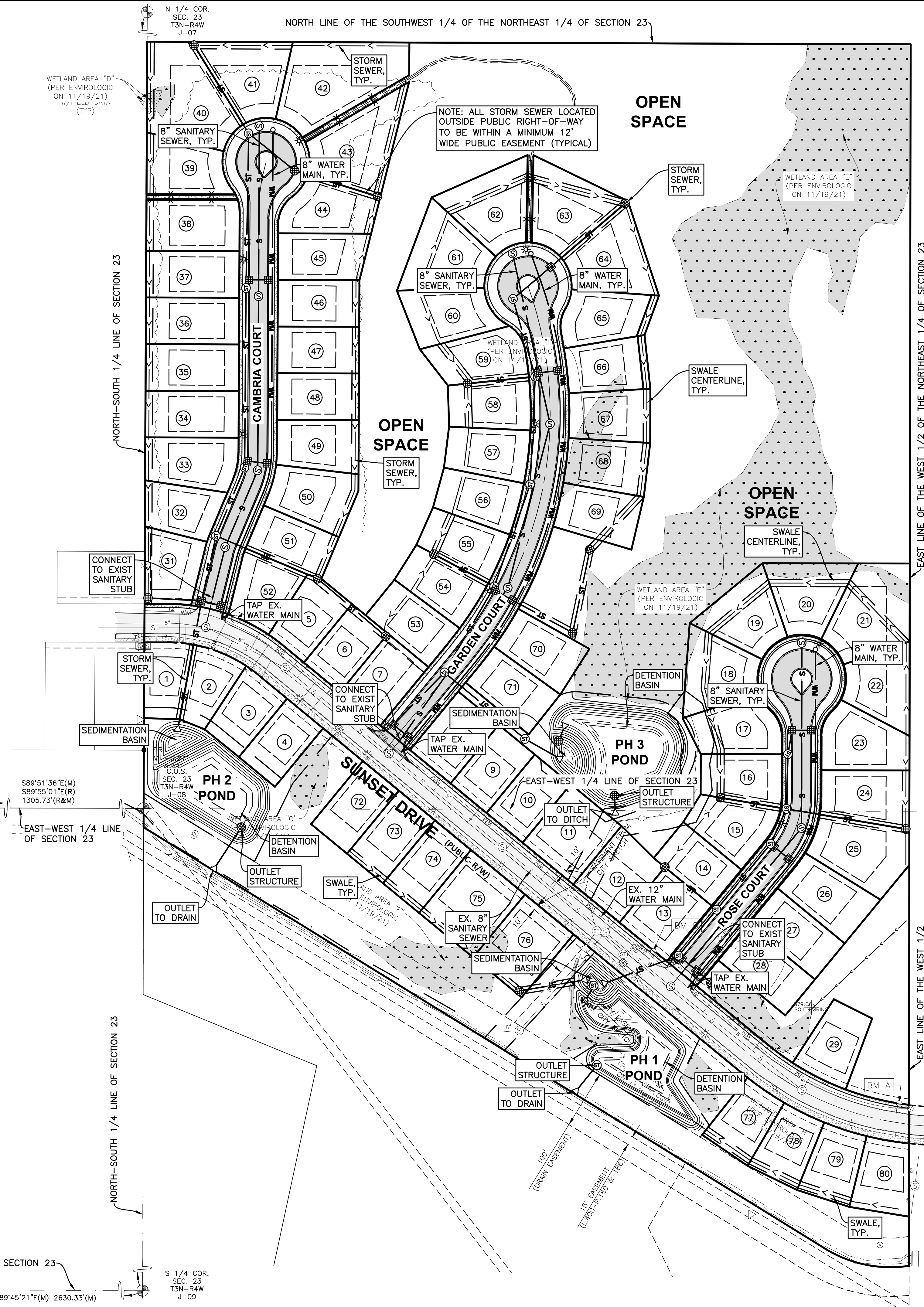
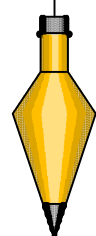
SCALE: 1" = 100'



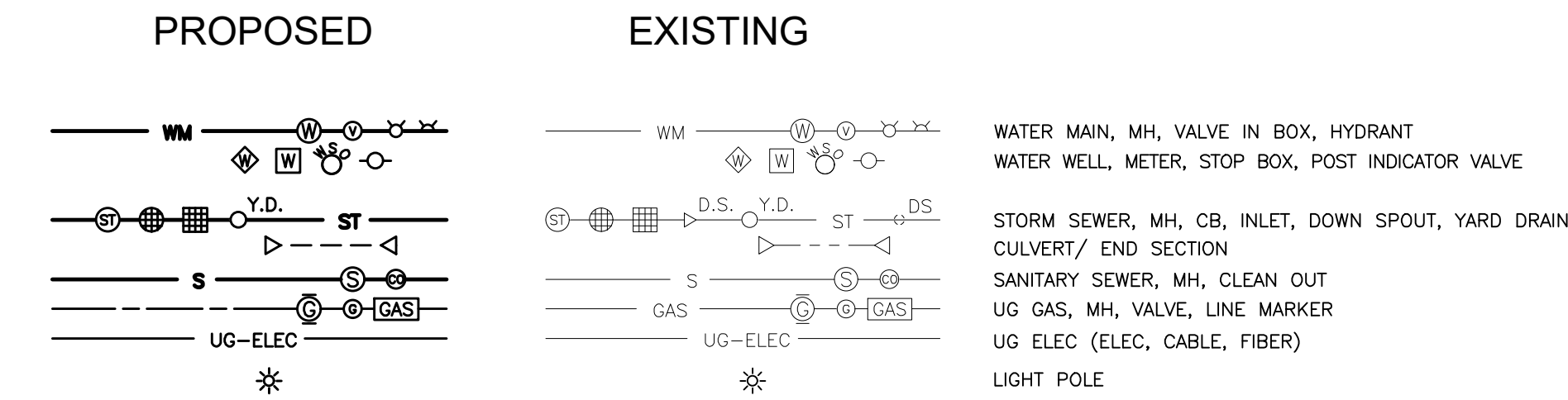
A horizontal scale bar with a black and white alternating pattern. It is marked with '0' at the left end, '1/2"' at the midpoint, and '1"' at the right end.

C-1.1

NOT FOR CONSTRUCTION

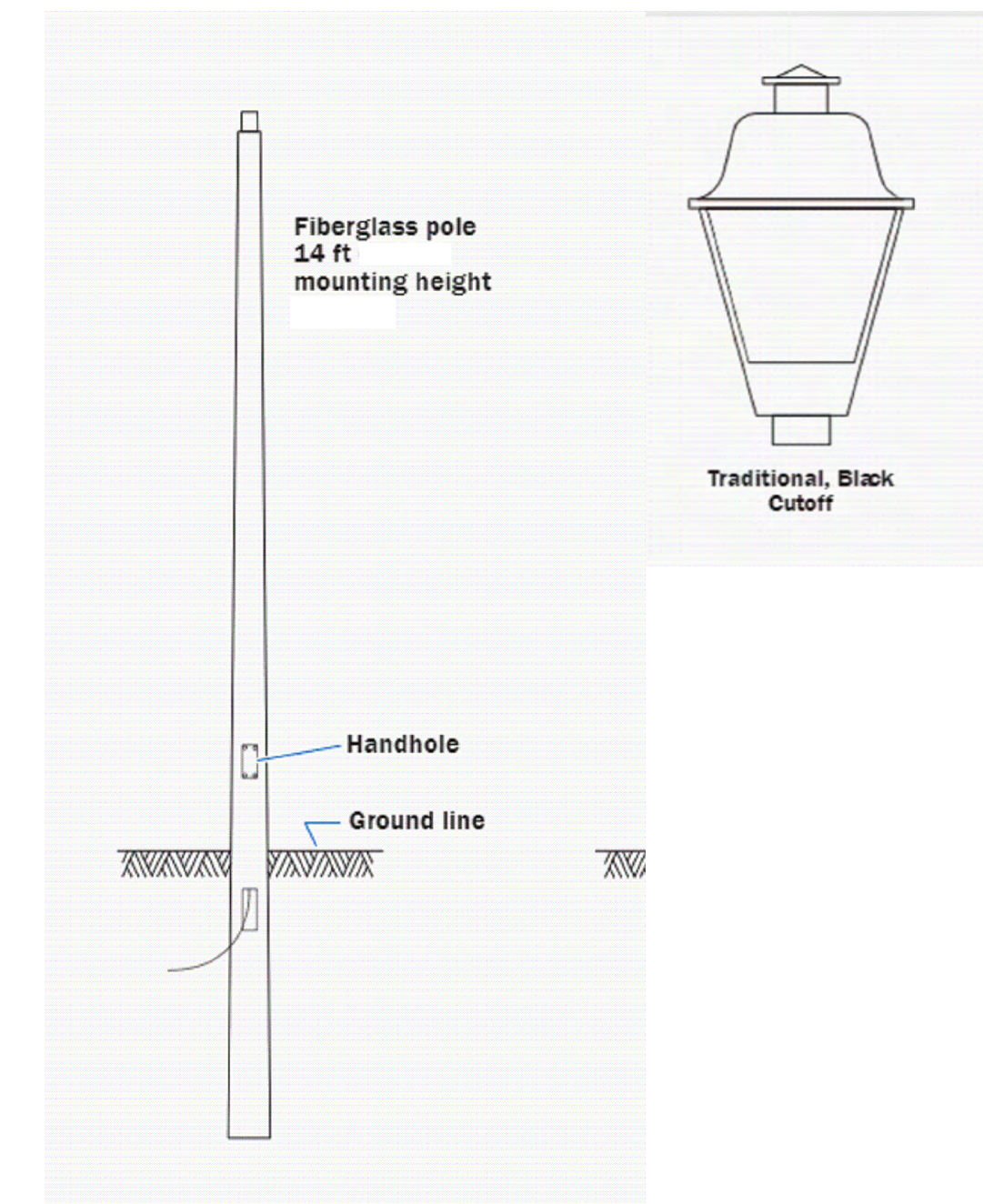


UTILITY LEGEND



LIGHTING ELECTRICAL CONCEPT DETAILS

NOTE: PROPOSED LIGHTING WILL LOCATIONS ARE PRELIMINARY AND WILL BE INSTALLED BY CONSUMERS ENERGY CORPORATION AT A RATE OF MINIMUM INDUSTRY STANDARD AS REQUIRED BY CONSUMERS ENERGY. DETAILS BELOW ARE AS PROVIDED BY CONSUMERS ENERGY.



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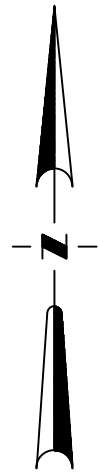
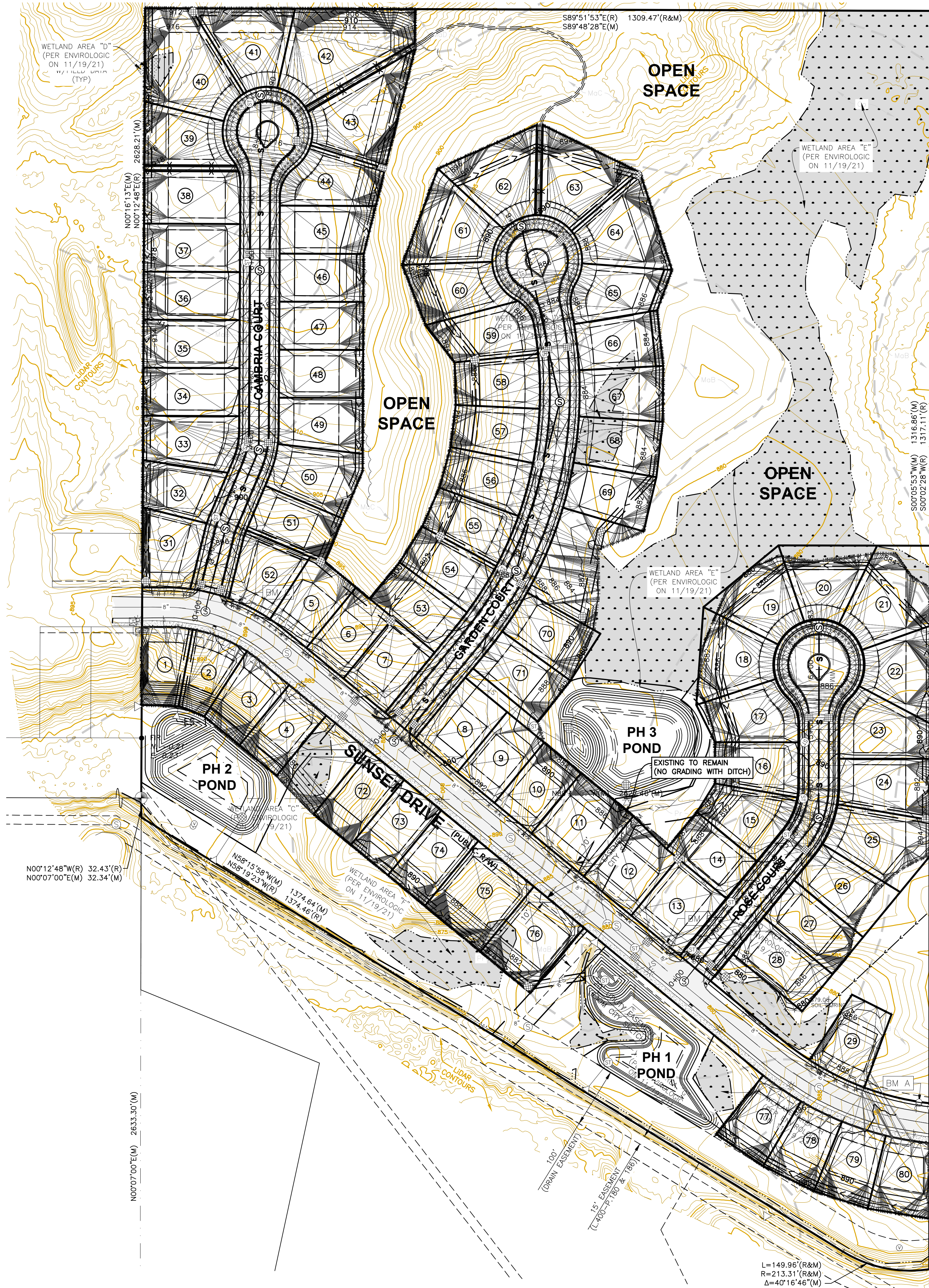
UTILITY PLAN - OVERVIEW

CAMBRIA RIDGE
TAX ID: 700-023-400-051-05
PART OF E 1/2, SEC. 23, T3N-R4W
CITY OF POTTERVILLE, EATON COUNTY, MICHIGAN

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SCALE: 1" = 100'	
FIELD: DF, JH	
DRAWN BY: DC	
DESIGN BY: KM	
CHECK BY: AP	

C-3.0

NOT FOR CONSTRUCTION



GRADING LEGEND

	PROPOSED TOP OF PAVEMENT GRADE
	PROPOSED SIDEWALK GRADE
	PROPOSED FINISH GRADE
	PROPOSED TOP OF CURB GRADE
	PROPOSED GUTTER PAN GRADE
	PROPOSED TOP OF WALL GRADE
	PROPOSED BOTTOM OF WALL GRADE
	MATCH EXISTING GRADE
	PROPOSED FINISH FLOOR GRADE
	PROPOSED RIM GRADE
	ADJUSTED RIM GRADE
	PROPOSED INVERT GRADE
	ADA COMPLIANT SIDEWALK RAMP
	ADA COMPLIANT SIDEWALK LANDING
	EXISTING ELEVATION
	EXISTING CONTOUR
	PROPOSED CONTOUR
	SOIL TYPE LIMIT AND LABEL (FROM USGS SOIL SURVEY)
	LIMITS OF DISTURBANCE
	OVERFLOW ROUTE
	SWALE CENTERLINE

EROSION CONTROL STANDARDS

- ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE EATON COUNTY DRAIN COMMISSIONER'S OFFICE.
- DAILY INSPECTION SHALL BE MADE BY THE CONTRACTOR FOR EFFECTIVENESS OF EROSION AND SEDIMENTATION CONTROL MEASURES, AND ANY NECESSARY REPAIRS SHALL BE PERFORMED WITHOUT DELAY.
- EROSION AND ANY SEDIMENTATION FROM WORK ON THIS SITE SHALL BE CONTAINED ON THE SITE AND NOT ALLOWED TO COLLECT ON ANY OFF-SITE AREAS OR IN WATERWAYS. WATERWAYS INCLUDE BOTH NATURAL AND MAN-MADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES AND PONDS.
- CONTRACTOR SHALL APPLY TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES WHEN REQUIRED AND AS DIRECTED ON THESE PLANS. CONTRACTOR SHALL REMOVE TEMPORARY MEASURES AS SOON AS PERMANENT STABILIZATION OF SLOPES, DITCHES AND OTHER CHANGES HAS BEEN ACCOMPLISHED.
- STAGING OF THE WORK WILL BE DONE BY THE CONTRACTOR AS DIRECTED IN THESE PLACES AND AS REQUIRED TO INSURE PROGRESSIVE STABILIZATION OF DISTURBED AREAS.
- SOIL EROSION CONTROL PRACTICES WILL BE ESTABLISHED IN EARLY STAGES OF CONSTRUCTION BY THE CONTRACTOR. SEDIMENT CONTROL PRACTICES WILL BE APPLIED AS A PERIMETER DEFENSE AGAINST ANY TRANSPORTING OF SILT OFF THE SITE.
- A CERTIFIED STORM WATER OPERATOR WILL BE NAMED ON THE MDEQ NOTICE OF COVERAGE FOR NPDES AS REQUIRED.
- ALL DISTURBED AREAS ARE TO BE TOP SOILED AND SEEDED WITH THE FOLLOWING MIN RATIO:
TOP-SOIL 3" IN DEPTH, GRASS SEED 210 LBS PER ACRE, FERTILIZER 150 LBS PER ACRE, STRAW MULCH 3" DEPTH 1.5 TO 2 TONS PER ACRE.

CONSTRUCTION SEQUENCE	OPERATION TIME SCHEDULE - BEGINNING MONTH 2022					
	XXX	XXX	XXX	XXX	XXX	XXX
1 CONTRACTOR SHALL INSTALL SILT FENCE AS SHOWN ON APPROVED PLANS.						
2 DETENTION BASINS SHALL BE EXCAVATED, TOP SOILED, AND SEEDED IMMEDIATELY AFTER DEMOLITION WORK IS COMPLETED.						
3 REMOVE ALL TOPSOIL AND ORGANIC MATTER. TOPSOIL MAY BE STORED ON SITE IN DESIGNATED AREA TO BE USED FOR FUTURE PLANTING AND FILL AREAS. TRUCK REMAINING TOP SOIL OFFSITE AND PROPERLY DISPOSE.						
4 ROUGH GRADE AND INSTALL NEW UNDERGROUND UTILITIES. PLACE INLET FILTERS AT PROPOSED CATCH BASINS THROUGHOUT SITE.						
5 CONSTRUCT BUILDINGS.						
6 FINISH GRADE AROUND BUILDINGS AND STABILIZE AS SOON AS POSSIBLE. STABILIZE ALL DISTURBED AREAS WITH CLASS A SEED AND MULCH. IN AREAS OF SLOPES OF 1:4 OR STEEPER, CONTRACTOR TO SEED AND INSTALL PEGGED IN PLACE EROSION CONTROL BLANKETS.						
7 REPAIR/CLEAN INLET FILTERS AS REQUIRED.						
8 INSTALL FINAL LANDSCAPING PER SEPARATE LANDSCAPE PLAN.						
9 STONE AROUND OUTLET STANDPIPE STRUCTURE SHALL BE REFRESHED.						
10 REMOVE TEMPORARY SOIL EROSION MEASURES ONCE SEEDED VEGETATION HAS BEEN ESTABLISHED. CLEAN ALL AFFECTED STORM STRUCTURES AS NECESSARY.						

SOILS INFO

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SOIL TYPE LIMIT AND LABEL	
Co:	COLWOOD LOAM
CvraaB:	CONOVER LOAM, 0-4% SLOPES
MaB:	MARLETTE LOAM, 2-6% SLOPES
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MaD:	FILER LOAM, 12-18% SLOPES
OwC:	OWOSSO-MARLETTE SANDY LOAM, 6-12% SLOPES
Pr:	PARKHILL LOAM, 0-2% SLOPES

DTMB SOIL EROSION & SEDIMENTATION CONTROL MEASURES

MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT, AND BUDGET (DTMB)

EROSION CONTROLS		
KEY	BEST MANAGEMENT PRACTICES	WHERE USED
E6	MULCH	FOR USE IN AREAS SUBJECT TO EROSION SURFACE FLOWS OR SEVERE WIND OR ON NEWLY SEEDD AREAS.
E8	PERMANENT SEEDING	STABILIZATION METHOD UTILIZED ON SITES WHERE EARTH CHANGE HAS BEEN COMPLETED (FINAL GRADING ATTAINED).

SEDIMENT CONTROLS		
KEY	BEST MANAGEMENT PRACTICES	WHERE USED
SS1	SILT FENCE	USE ADJACENT TO CRITICAL AREAS, TO PREVENT SEDIMENT LADEN SHEET FLOW FROM ENTERING THESE AREAS.
SS3	STABILIZED CONSTRUCTION ACCESS	USED AT EVERY POINT WHERE CONSTRUCTION TRAFFIC ENTERS OR LEAVES A CONSTRUCTION SITE.
SS5	SEDIMENT BASIN	AT THE OUTLET OF DISTURBED AREAS AND AT THE LOCATION OF A PERMANENT DETENTION BASIN.
SS8	INLET PROTECTION FABRIC DROP	USE AT STORMWATER INLETS, ESPECIALLY AT CONSTRUCTION SITES.

EROSION & SEDIMENT CONTROLS		
KEY	BEST MANAGEMENT PRACTICES	WHERE USED
ES31	CHECK DAM	USED TO REDUCE SURFACE FLOW VELOCITIES WITHIN CONSTRUCTED AND EXISTING FLOW CORRIDORS.

XX T TEMPORARY XX P PERMANENT

SOIL EROSION CONTROL MAINTENANCE SCHEDULE AND NOTES.

- CONTRACTOR MUST OBTAIN A SOIL EROSION AND SEDIMENTATION CONTROL PERMIT FROM THE EATON COUNTY DRAIN COMMISSIONER'S OFFICE PRIOR TO COMMENCING WORK.
- EARTHWORK SHALL BE LIMITED TO THE PROPOSED SITE AS SHOWN ON THE PLAN.
- CONTRACTOR SHALL INSPECT THE SOIL EROSION/SEDIMENTATION CONTROL DEVICES ONCE A WEEK AND/OR WITHIN 24 HOURS OF A RAINFALL EVENT WHICH RESULTS IN A STORM WATER DISCHARGE FROM THE SITE. ANY DAMAGE TO EROSION CONTROL MEASURES MUST BE REPAIRED IMMEDIATELY.
- ALL MUD OR DEBRIS TRACKED ONTO EXISTING PUBLIC ROADS FROM THE SITE DUE TO CONSTRUCTION SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
- SILT FENCE MAINTENANCE SHALL INCLUDE THE REMOVAL OF ANY BUILT-UP SEDIMENT WHEN THE SEDIMENT HEIGHT ACCUMULATES TO 1/3 TO 1/2 OF THE HEIGHT OF THE FENCE. THE CONTRACTOR IS RESPONSIBLE TO REMOVE, REPLACE, RETRENCH OR RE-BACKFILL THE SILTATION FENCE SHOULD IT FAIL OR BE DAMAGED DURING CONSTRUCTION.
- PERMANENT STABILIZATION MUST BE COMPLETED WITHIN 30 DAYS OF FINAL GRADING.
- ACCESS ROADS MUST BE MAINTAINED AS NECESSARY, TO KEEP THEM EFFECTIVE, NEW LAYERS OF STONE MAY BE ADDED AS OLD LAYERS BECOME COMPACTED. STEPS SHOULD ALSO BE TAKEN TO REPAIR THE ACCESS ROADS IF RUTS OR PONDING WATER APPEARS.
- INLET FILTERS SHOULD BE INSPECTED FOR BUILDUP OF SILT AND OTHER DEBRIS. THIS IS EVIDENT IF GEOTEXTILE/SOD STRUCTURE IS CAUSING FLOODING. MAINTENANCE WOULD CONSIST OF REMOVING OF SEDIMENTS WITH A STIFF BRISTLE BROOM OR SQUARE POINT SHOVEL. IF INLET FILTER IS BEYOND THIS LEVEL OF REPAIR, IT MAY BE NECESSARY TO REPLACE BOTH THE SOD AND GEOTEXTILE FILTER.
- IF SOIL EROSION/SEDIMENT CONTROL MEASURES ARE INADEQUATE FOR THE SITE, THE PROPER EROSION CONTROL AUTHORITY MUST BE NOTIFIED.

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CLIENT :

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DAN LARABEL
LAND MANAGER
2186 E CENTRE AVE.,
PORTAGE, MI 49002
(616) 878-1748

GRADING & SESC - OVERVIEW
CAMBRIA RIDGE
TAX ID: 700-023-400-051-05
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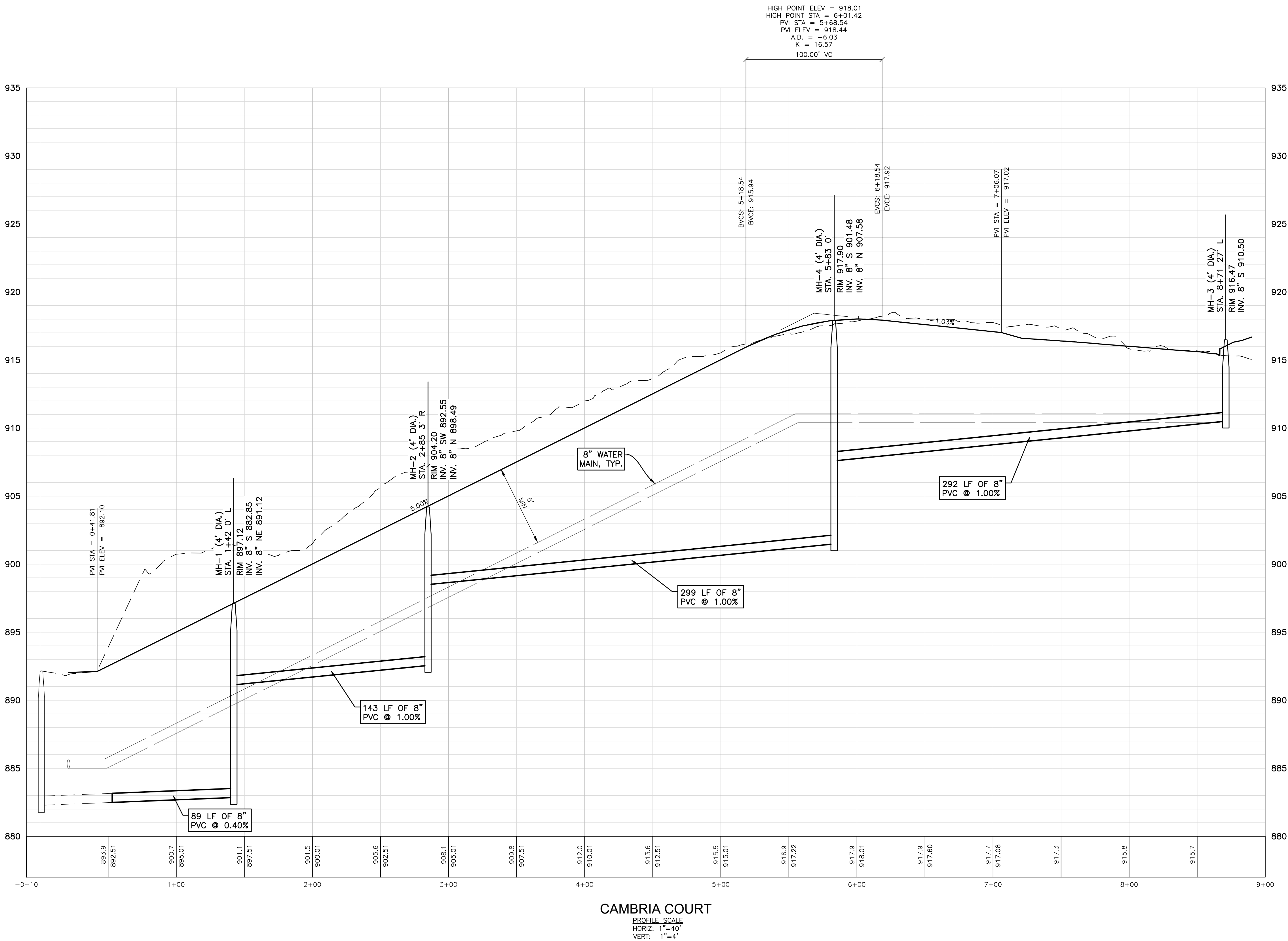
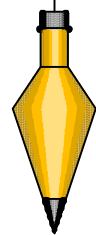
PROJECT NO: 21-329

SCALE: 1" = 100'
0 1/2" 1"

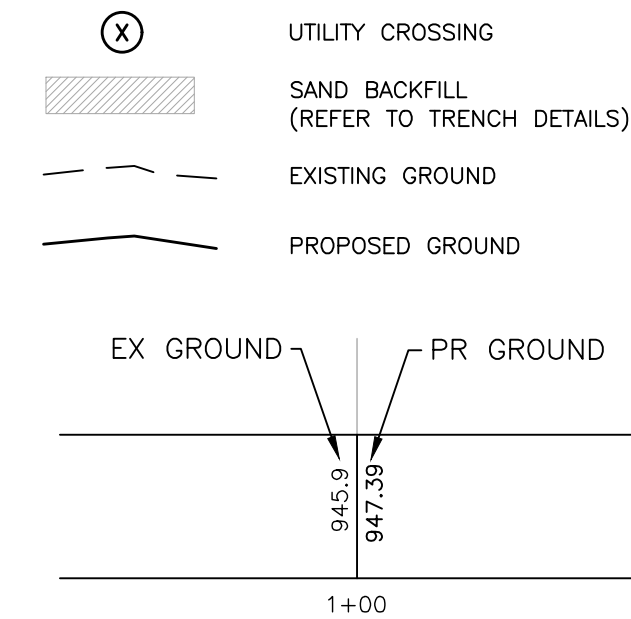
FIELD: DF, JH
DRAWN BY: DC
DESIGN BY: KM
CHECK BY: AP

C-7.0

NOT FOR CONSTRUCTION



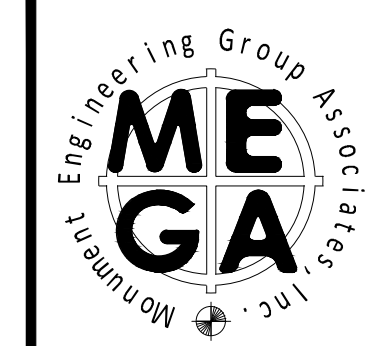
PROFILE LEGEND



NOTES

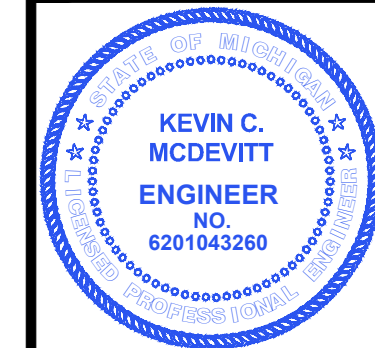
- SAND BACKFILL AND BEDDING TO BE MDOT CL II.
- MAINTAIN MINIMUM 18" VERTICAL CLEARANCE BETWEEN ALL UTILITIES.

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ROAD PROFILE - CAMBRIA COURT
CAMBRIA RIDGE
TAX ID: 700-023-400-051-05
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CITY OF POTTERVILLE, EATON COUNTY, MICHIGAN

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REVISIONS PER PLANNING COMMISSION	02/17/2022

ORIGINAL ISSUE DATE:
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PROJECT NO: 21-329

SCALE: 1" = 40'
0 1/2" 1"

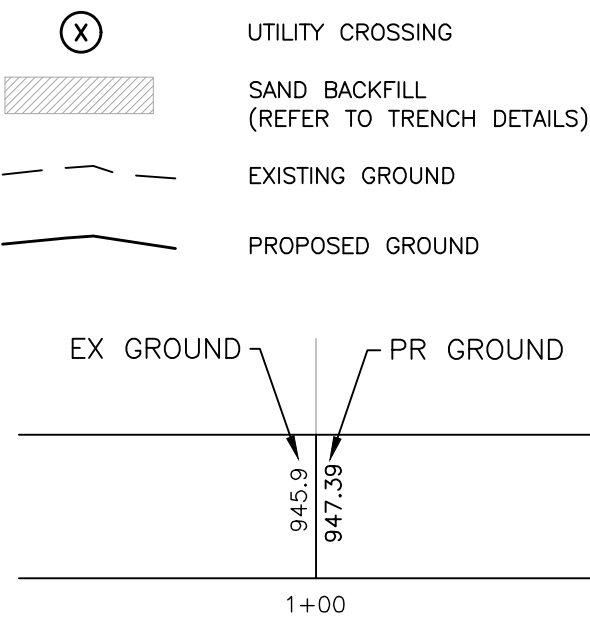
FIELD: DF, JH
DRAWN BY: DC
DESIGN BY: KM
CHECK BY: AP

C-10.1

NOT FOR CONSTRUCTION



PROFILE LEGEND



NOTES

- 1. SAND BACKFILL AND BEDDING TO BE MDOT CL II.
- 2. MAINTAIN MINIMUM 18" VERTICAL CLEARANCE BETWEEN ALL UTILITIES.

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NO.
6201043260

Kevin C. McDevitt

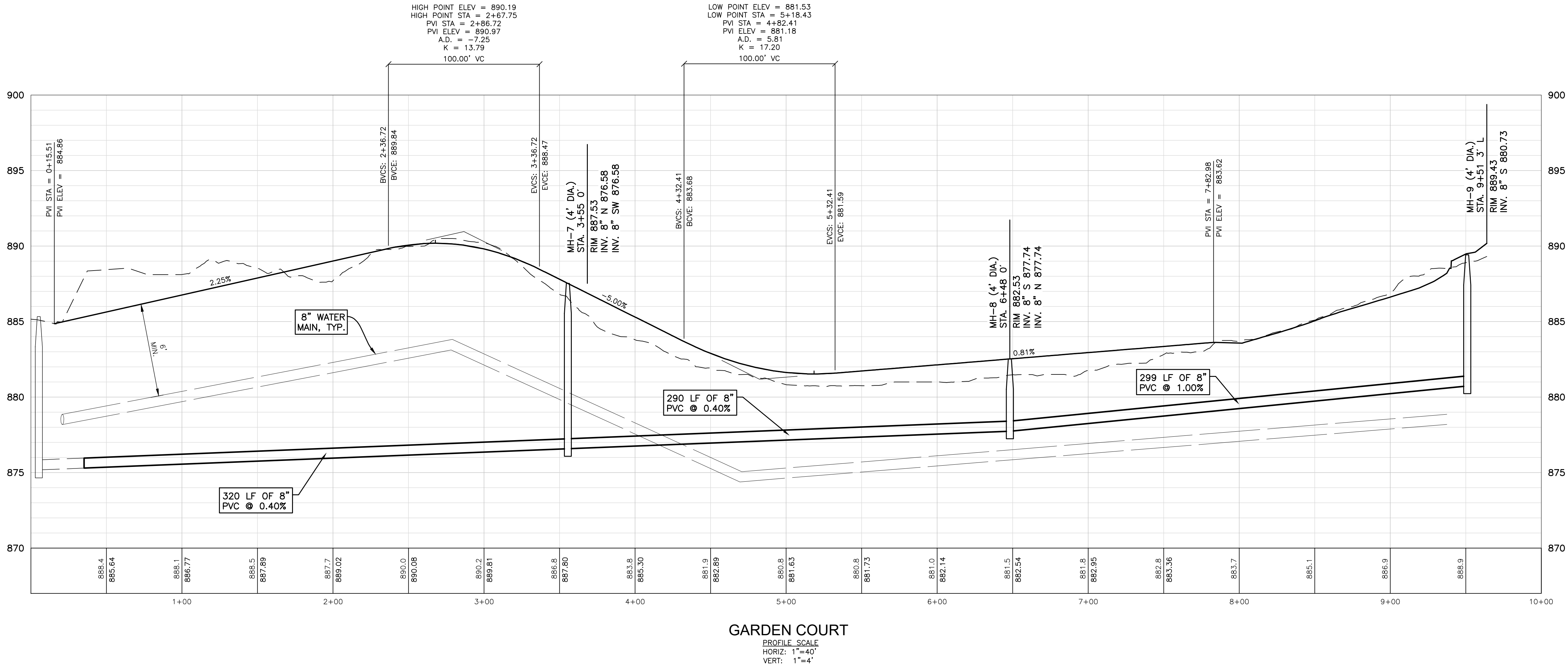
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THE LOCATIONS AND ELEVATIONS OF
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NO GUARANTEE IS EITHER EXPRESSED OR
IMPLIED AS TO THE COMPLETENESS OR
ACCURACY THEREOF. THE CONTRACTOR
SHALL BE EXCLUSIVELY RESPONSIBLE FOR
DETERMINING THE EXACT UTILITY LOCATIONS
AND ELEVATIONS PRIOR TO THE START OF
CONSTRUCTION.

CLIENT :

**ALLEN EDWIN
HOMES**

DAN LARABEL
LAND MANAGER
2186 E CENTRE AVE.,
PORTAGE, MI 49002
(616) 878-1748



ROAD PROFILE - GARDEN COURT

CAMBRIA RIDGE
TAX ID: 700-023-400-051-05
PART OF E 1/2, SEC. 23, T3N-R4W
CITY OF POTTERVILLE, EATON COUNTY, MICHIGAN

PLAN SUBMITTALS/REVISIONS	DATE
REVISIONS PER PLANNING COMMISSION	02/17/2022

ORIGINAL ISSUE DATE:
12/29/2021

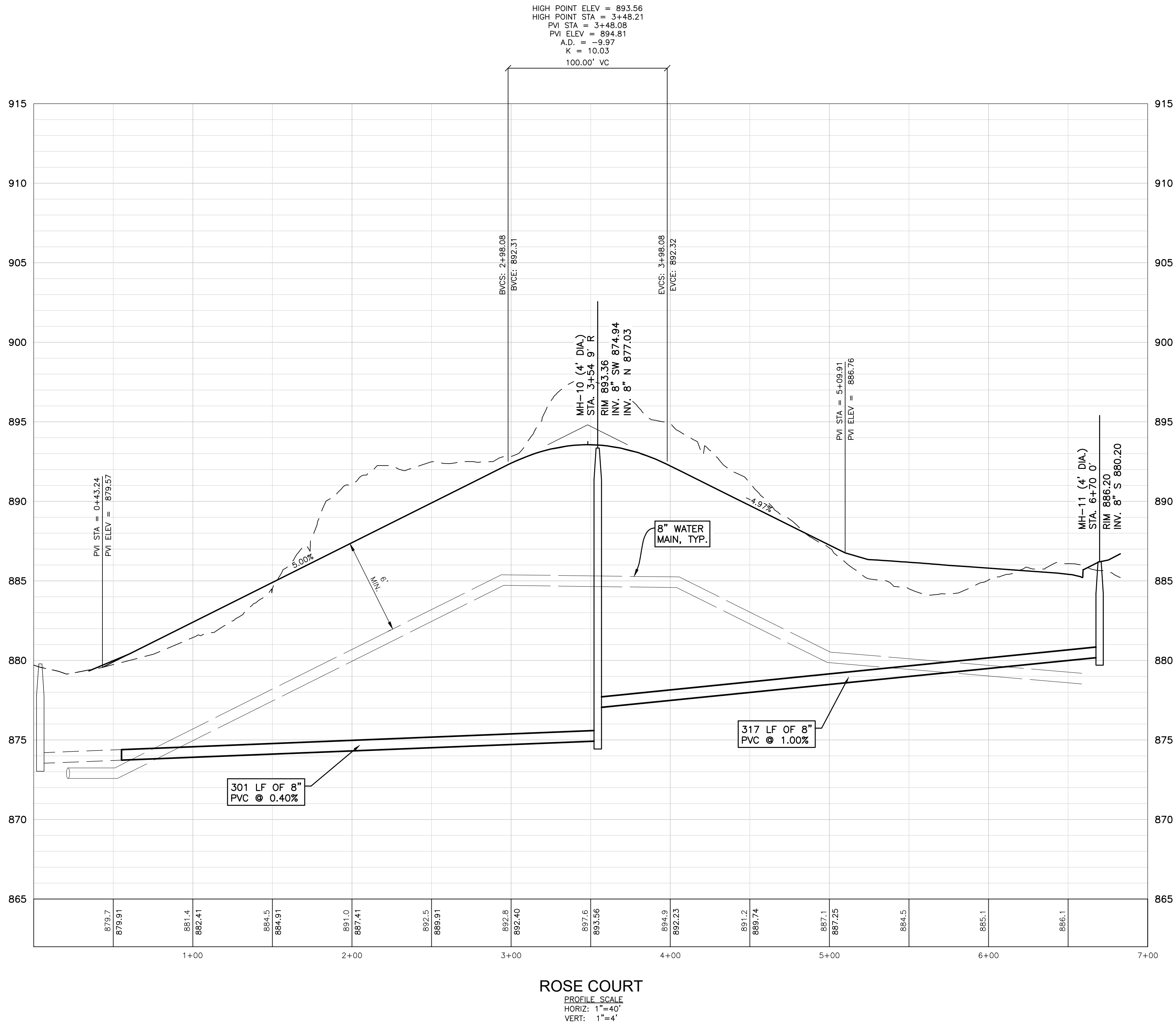
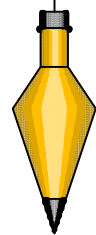
PROJECT NO: 21-329

SCALE: 1" = 40'

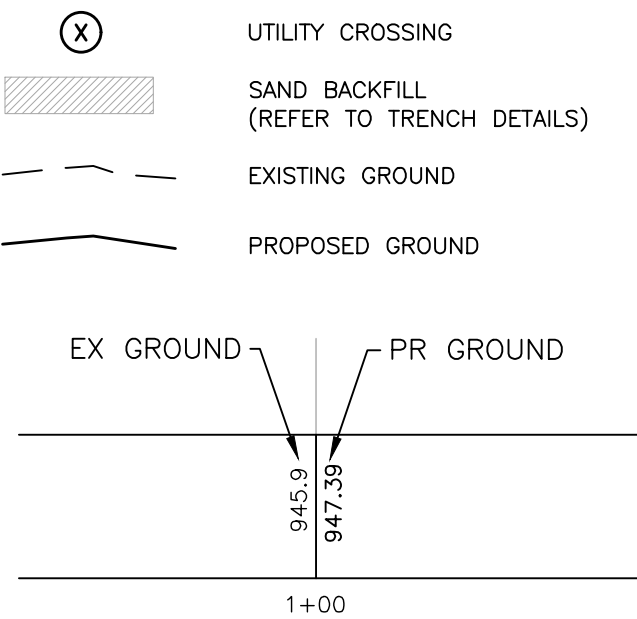
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C-10.2

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PROFILE LEGEND



NOTES

- SAND BACKFILL AND BEDDING TO BE MDOT CL II.
- MAINTAIN MINIMUM 18" VERTICAL CLEARANCE BETWEEN ALL UTILITIES.

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CLIENT :

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ROAD PROFILE - ROSE COURT

CAMBRIA RIDGE
TAX ID: 700-023-400-051-05
PART OF E 1/2, SEC. 23, T3N-R4W
CITY OF POTTERTVILLE, EATON COUNTY, MICHIGAN

PLAN SUBMITTALS/REVISIONS	DATE
REVISIONS PER PLANNING COMMISSION	02/17/2022

ORIGINAL ISSUE DATE:
12/29/2021

PROJECT NO: 21-329

SCALE: 1" = 40'

0 1/2" 1"

FIELD: DF, JH
DRAWN BY: DC
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C-10.3

NOT FOR CONSTRUCTION



GENERAL NOTES

- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE LOCAL MUNICIPALITY, THE LOCAL WATER AUTH/OR SEWER AUTHORITY, THE COUNTY DRAIN, THE COUNTY ROAD COMMISSIONER, MICHIGAN DEPARTMENT OF TRANSPORTATION, MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY, THE STATE OF MICHIGAN, AND THE COUNTY ROAD COMMISSION WHERE APPLICABLE.
- RULES, REGULATIONS OR LAWS OF ANY CONTROLLING GOVERNMENTAL AGENCY SHALL GOVERN, WHEN THEY ARE MORE STRINGENT THAN THE REQUIREMENTS OF THESE SPECIFICATIONS.
- SHOULD THE CONTRACTOR ENCOUNTER A CONFLICT BETWEEN THESE PLANS AND SPECIFICATIONS, THE CONTRACTOR SHALL RESOLVE THE MATTER BY THE MEANS OF ANY AND ALL REVIEWING AND PERMIT-ISSUING AGENCIES, CONTRACTOR SHALL SEEK CLARIFICATION IN WRITING FROM THE ENGINEER BEFORE COMMENCEMENT OF CONSTRUCTION. FAILURE TO DO SO SHALL BE AT SOLE EXPENSE TO THE CONTRACTOR.
- THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR AND EQUIPMENT TO COMPLETE THE TYPE OF WORK WHICH IS BID, IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, DETAILS AND TO THE SATISFACTION OF THE OWNER AND OWNER'S REPRESENTATIVE.
- CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL HOURS, AND CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE WORK ON THIS PROJECT, EXPECTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.
- ANY WORK WITHIN STREET OR HIGHWAY RIGHT-OF-WAYS SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE GOVERNMENTAL AGENCIES HAVING JURISDICTION AND SHALL NOT BEGIN UNTIL PERMITS HAVE BEEN ISSUED BY THESE GOVERNING AUTHORITIES.
- ALL NECESSARY PERMITS, BONDS, INSURANCES, ETC., SHALL BE PAID FOR BY THE CONTRACTOR.
- ALL ELEVATIONS SHOWN ARE BASED ON BENCHMARKS PROVIDED BY THE LOCAL MUNICIPALITY UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL ITEMS OF WORK NOT SPECIFICALLY INDICATED AS PAY ITEMS ON THE DRAWINGS OR IN THE BID PACKAGE SHALL BE CONSIDERED INCIDENTAL ITEMS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING THE PERIODS OF CONSTRUCTION.
- AT LEAST THREE (3) WORKING DAYS PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL CONTACT MISS DIG ((1-800-482-7171)) TO VERIFY THE LOCATION OF ANY EXISTING UNDERGROUND UTILITIES AND SHALL NOTIFY REPRESENTATIVES OF OTHER UTILITIES IN THE VICINITY OF THE WORK.
- ALL PROPERTIES OR FACILITIES IN THE SURROUNDING AREAS, PUBLIC OR PRIVATE, DESTROYED OR OTHERWISE DISTURBED DUE TO CONSTRUCTION SHALL BE REPLACED AND/OR RESTORED TO THE ORIGINAL CONDITION BY THE CONTRACTOR, AT NO ADDITIONAL COST TO THE OWNER.
- MANHOLE, CATCH BASIN, GATE WELL RIMS AND HYDRANT FINISH GRADE ELEVATIONS MUST BE AS-BUILT AND APPROVED BY THE ENGINEER BEFORE THE CONTRACTOR'S WORK IS CONSIDERED COMPLETE. AGENCY REQUIREMENTS FOR RECORD DRAWINGS ALSO APPLY.
- CONTRACTOR SHALL REMOVE AND DISPOSE OF OFF-SITE ANY TREES, BRUSH, STUMPS, TRASH OR OTHER UNWANTED DEBRIS, AT THE OWNER'S DIRECTION, INCLUDING OLD BUILDING FOUNDATIONS AND FLOORS, THE BURNING OR BURYING OF TRASH, STUMPS OR OTHER DEBRIS WILL NOT BE ALLOWED.
- ALL REFERENCES TO M.D.O.T. SPECIFICATIONS REFER TO THE MOST CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION.
- ALL CONTRACTORS BIDDING THIS PROJECT SHALL HAVE VISITED THE SITE TO BECOME THOROUGHLY FAMILIAR WITH THE SITE AND THE CONDITIONS IN WHICH THEY WILL BE CONDUCTING THEIR OPERATIONS, ANY VARIANCE FOUND BETWEEN THE PLANS AND EXISTING CONDITIONS SHALL BE REPORTED IMMEDIATELY TO THE DESIGN ENGINEER.
- THE LOCATIONS AND DIMENSIONS SHOWN ON THE PLANS FOR EXISTING UNDERGROUND FACILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION PROVIDED BY THE UTILITY COMPANIES AND GOVERNMENTAL AGENCIES WITHOUT UNCOVERING AND MEASURING. THE DESIGN ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION OR THAT ALL EXISTING UNDERGROUND FACILITIES ARE SHOWN.
- THE OWNER MAY EMPLOY AND PAY FOR THE SERVICES OF AN ENGINEER TO CONDUCT ON-SITE INSPECTION AND VERIFY IN THE FIELD THAT ALL BACKFILL, PAVEMENTS AND CONCRETE CURB AND GUTTER HAVE BEEN PLACED AND COMPACTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. IF, IN THE OPINION OF THE ENGINEER, THE WORK DOES NOT MEET THE TECHNICAL OR DESIGN REQUIREMENTS STIPULATED FOR THE WORK, THE CONTRACTOR SHALL MAKE ALL NECESSARY ADJUSTMENTS AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL MAKE NO DEVIATIONS FROM THE CONTRACT DOCUMENTS WITHOUT SPECIFIC WRITTEN APPROVAL OF THE OWNER.
- ALL EXCAVATED MATERIAL REMOVED FROM THE SANITARY SEWER, STORM SEWER AND WATER MAIN TRENCHES UNDER, THROUGH AND WITHIN 3 FEET OF THE 45° ZONE OF INFLUENCE LINE, OR EXISTING OR PROPOSED PAVING, SIDEWALK AREAS AND PER PLANS, NOT SUITABLE FOR BACKFILL, SHALL BE REMOVED FROM THESE AREAS AND DISPOSED OF.
- THE CONTRACTOR SHALL RESTORE TO THEIR PRESENT CONDITIONS ANY PAVEMENT OR PUBLIC RIGHTS-OF-WAY THAT IS DISTURBED BY THE OPERATIONS OF THE CONTRACTOR. ALL RESTORATION WORK IN PUBLIC RIGHTS-OF-WAY SHALL BE PERFORMED TO THE SATISFACTION OF THE GOVERNMENT AGENCIES HAVING JURISDICTION.
- THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BARRICADES, SIGNAGE AND LIGHTS TO PROTECT THE WORK AND SAFELY MAINTAIN TRAFFIC, IN ACCORDANCE WITH LOCAL REQUIREMENTS AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
- O.S.H.A. SAFETY REQUIREMENTS – ALL WORK, WORK PRACTICE, AND MATERIALS SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL SAFETY, OCCUPATIONAL, HEALTH AND ENVIRONMENTAL REGULATIONS AND ALSO NFPA AND ANSI CODES AS APPLICABLE. ALL WORK INSIDE A CONFINED SPACE SUCH AS MANHOLES OR UNDERGROUND STRUCTURES SHALL BE COORDINATED WITH UTILITY OWNER AND ALL WORKERS STRICTLY FOLLOWING ENFORCED. LAND SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY.
- CONTRACTOR SHALL PROVIDE FOR THE CONTINUOUS OPERATION OF EXISTING FACILITIES WITHOUT INTERRUPTION DURING CONSTRUCTION UNLESS SPECIFICALLY AUTHORIZED OTHERWISE BY THE RESPECTIVE AUTHORITY.
- THE CONTRACTOR SHALL NOTE EXISTING UNDERGROUND UTILITIES IN THE PROJECT PLANS. TRENCH BACKFILL FOR EXISTING UTILITIES SHALL BE EXAMINED CRITICALLY. ANY TRENCH WHICH, IN THE OPINION OF THE SOILS ENGINEER ARE FOUND TO BE UNSUITABLE MATERIAL SHALL BE COMPLETELY EXCAVATED AND BACKFILLED WITH SUITABLE MATERIAL. SAND BACKFILL SHALL BE USED UNDER PAVEMENT OR WITHIN 3 FEET OF THE 45° INFLUENCE LINE OF PAVEMENT OR STRUCTURES.

EROSION CONTROL STANDARDS

- ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM TO STANDARDS AND SPECIFICATIONS OF THE JURISDICTIONAL AGENCY UNDER PART 91 OF ACT 451 OF 1994, AS AMENDED.
- UNDER "MICHIGAN'S PERMIT-BY-RULE FOR CONSTRUCTION ACTIVITIES", PROMULGATED UNDER ACT 245, PUBLIC ACTS OF 1929 AS AMENDED, AN NPDES STORM WATER DISCHARGE COVERAGE PERMIT IS REQUIRED FOR ANY CONSTRUCTION ACTIVITY THAT DISTURBS 1 ACRE OR MORE OF LAND. A CERTIFIED STORM WATER OPERATOR IS REQUIRED FOR THE SUPERVISION AND INSPECTION OF THE SOIL EROSION CONTROL MEASURES AT THE CONSTRUCTION SITE IN ACCORDANCE WITH THE PROVISIONS OF THESE RULES.
- DAILY INSPECTIONS SHALL BE MADE BY CONTRACTOR WHILE WORKING TO DETERMINE THE EFFECTIVENESS OF EROSION AND SEDIMENT CONTROL MEASURES. ANY NECESSARY REPAIRS SHALL BE PERFORMED WITHOUT DELAY. ALL SOIL EROSION CONTROL PROVISIONS SHALL BE PROPERLY MAINTAINED DURING CONSTRUCTION.
- EROSION AND ANY SEDIMENTATION FROM WORK ON THIS SITE SHALL BE CONTAINED ON THE SITE AND NOT ALLOWED TO COLLECT ON ANY OFF-SITE AREAS OR IN WATERWAYS. WATERWAYS INCLUDE BOTH NATURAL AND MAN-MADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES, AND PONDS.
- CONTRACTOR SHALL APPLY TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES WHEN REQUIRED AND AS DIRECTED ON THESE PLANS. CONTRACTOR SHALL REMOVE TEMPORARY MEASURES AS SOON AS PERMANENT STABILIZATION OF SLOPES, DITCHES, AND OTHER EARTH CHANGE AREAS HAVE BEEN COMPLETED.

EROSION CONTROL STANDARDS CONTINUED

- STAGING THE WORK WILL BE DONE BY THE CONTRACTOR AS DIRECTED IN THESE PLANS AND AS REQUIRED TO ENSURE PROGRESSIVE STABILIZATION OF DISTURBED EARTH.
- SOIL EROSION CONTROL PRACTICES WILL BE ESTABLISHED IN EARLY STAGES OF CONSTRUCTION BY THE CONTRACTOR. SEDIMENT CONTROL PRACTICES WILL BE APPLIED AS A PERIMETER DEFENSE AGAINST ANY TRANSPORTING OF SILT OFF THE SITE.
- DUST SHALL BE CONTROLLED BY WATERING OR BY OTHER APPROVED MEANS THROUGHOUT ALL CONSTRUCTION OPERATIONS.
- ALL WATER FROM DEWATERING OR SURFACE DRAINAGE FROM THE CONSTRUCTION SITE SHALL BE CONTROLLED TO ELIMINATE SEDIMENT CONTAMINATION OF OFF-SITE WATERWAYS OR STORM SEWERS. SUCH MEASURES SHALL BE APPROVED BY THE ENGINEER PRIOR TO ANY DEWATERING OR LAND DISTURBANCE.
- PERMANENT SOIL EROSION CONTROL MEASURES FOR SLOPES, CHANNELS, DITCHES OR ANY DISTURBED LAND AREA SHALL BE COMPLETED WITHIN 5 CALENDAR DAYS AFTER FINAL GRADING OR THE FINAL EARTH CHANGE HAS BEEN COMPLETED. WHEN IT IS NOT POSSIBLE TO PERMANENTLY STABILIZE A DISTURBED AREA AFTER AN EARTH CHANGE HAS BEEN COMPLETED OR WHERE SIGNIFICANT EARTH CHANGE HAS BEEN COMPLETED OR WHERE SIGNIFICANT EARTH CHANGE ACTIVITY CEASES, TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED WITHIN 5 CALENDAR DAYS. ALL TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT SOIL EROSION CONTROL MEASURES ARE IMPLEMENTED AND ESTABLISHED BEFORE A CERTIFICATE OF COMPLIANCE IS ISSUED.

STORM SEWER SPECIFICATIONS

- THESE SPECIFICATIONS SHALL BE USED IN CONJUNCTION WITH THE GENERAL SPECIFICATIONS AND THE SPECIFICATIONS AND DETAIL SHEETS OF THE GOVERNING AGENCIES. IF ANY CONFLICT IS FOUND BETWEEN THE SPECIFICATIONS, THE STRICTER SPECIFICATIONS SHALL BE FOLLOWED.
- CONTRACTOR SHALL FURNISH CERTIFIED EVIDENCE THAT ALL MATERIAL TESTS AND INSPECTIONS HAVE BEEN PERFORMED AND THAT THE PRODUCT HAS BEEN MANUFACTURED IN COMPLIANCE WITH THE APPLICABLE SPECIFICATIONS.
- PROPER IMPLEMENTS, TOOLS AND FACILITIES SHALL BE PROVIDED AND USED FOR UNLOADING AND DISTRIBUTING MATERIALS ALONG THE LINE OF WORK. ANY PIPE OR FITTING DAMAGED IN TRANSPORTATION OR HANDLING SHALL BE REJECTED AND IMMEDIATELY REMOVED FROM THE JOB SITE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFE STORAGE OF ALL MATERIAL INTENDED FOR THE WORK. HE SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO MATERIALS, EQUIPMENT AND WORK.
- PIPE BEDDING, UNLESS OTHERWISE INDICATED, SHALL BE CL. II SAND, CRUSHED STONE OR ROUNDED GRAVEL. BEDDING MATERIAL SHALL HAVE 95% PASSING A 3/4" SIEVE AND AT LEAST 50% RETAINED ON A NO. 4 SIEVE.
- POROUS FILTER MATERIAL FOR PERFORATED SUBSURFACE DRAINS SHALL BE CRUSHED ROCK OR GRAVEL GRADED BETWEEN 1-1/2" AND 3/4" OR PER PLANS AND DETAILS.
- BACKFILL, UNLESS OTHERWISE NOTED, SHALL BE COARSE SAND, FINE GRAVEL OR 2" MAXIMUM INDEX, FREE OF ROCKS, DEBRIS AND OTHER FOREIGN MATERIALS AND DEFINED AS ALL PASSING THROUGH A 3/8" SIEVE AND NOT MORE THAN 10% BY VOLUME PASSING THROUGH A 200-MESH SIEVE.
- STORM SEWER PIPING AND FITTINGS SHALL BE OF THE SIZE AND TYPE INDICATED ON THE DRAWINGS AND SHALL CONFORM TO THE FOLLOWING:
 - POLYVINYL CHLORIDE (PVC) AND ACRYLONITRILE BUTADIENE STYRENE (ABS) FOR PIPE UP TO AND INCLUDING 10" IN DIAMETER, SHALL CONFORM TO ASTM D3034, SDR 23.5 FOR PVC PIPE AND ASTM D2751 FOR ABS PIPE WITH ELASTOMERIC GASKET JOINTS CONFORMING TO ASTM D3212 OR CHEMICALLY WELDED PIPE JOINTS CONFORMING TO ASTM F545.
 - REINFORCED CONCRETE PIPE, FOR PIPE 12" IN DIAMETER AND UP, SHALL CONFORM TO ASTM C-76. CLASS II, UNLESS OTHERWISE NOTED. POLYETHYLENE PIPE SHALL BE PREFABRICATED COUPLING WITH SOLVENT WELD.
 - PERFORATED SUBSURFACE DRAIN PIPE SHALL BE PVC CONFORMING TO ASTM D-2729 OR PERFORATED, CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONFORMING TO ASTM D-2729. CLASS II, UNLESS OTHERWISE NOTED. POLYETHYLENE PIPE SHALL BE PREFABRICATED COUPLING WITH SOLVENT WELD.
- MANHOLES, CATCH BASINS, AND INLETS SHALL BE OF THE SIZE AND TYPE INDICATED ON THE DRAWINGS AND SHALL BE CONSTRUCTED OF THE FOLLOWING:
 - REINFORCED PRE-CAST CONCRETE MANHOLE SECTIONS INCLUDING CONCENTRIC OR ECCENTRIC CONES AND GRADE RINGS SHALL BE 4000 PSI CONCRETE AND CONFORM TO ASTM C-478-84T.
 - BRICK SHALL BE SOUND, HARD-BURNED THROUGHOUT AND OF UNIFORM SIZE AND QUALITY AND SHALL BE IN ACCORDANCE WITH AASHTO M 91, GRADE MS.
 - CONCRETE MASONRY SHALL BE SOLID PRE-CAST SEGMENTAL UNITS CONFORMING TO ASTM C-139.
- IRON CASTINGS SHALL CONFORM TO ASTM A-48, CLASS 30. BEARING SURFACES BETWEEN CAST IRON FRAMES, COVERS AND GRATES SHALL BE MACHINED, FITTED TOGETHER AND MATCHED-MARKED TO PREVENT RIGGING. SYSTEM IDENTIFYING LETTERS 2" HIGH SHALL BE STAMPED OR CAST INTO ALL COVERS SO THAT THEY ARE PLAINLY VISIBLE. SEE MUNICIPALITY STANDARDS FOR ACTUAL WORKING.
- CASTINGS SHALL BE MANUFACTURED BY EAST JORDAN IRON WORKS, INC., NEENAH FOUNDRY COMPANY OR EQUAL.
- CONCRETE AND MASONRY MATERIALS FOR CONSTRUCTION OF STORM DRAINAGE STRUCTURES SHALL CONSIST OF THE FOLLOWING:
 - PORTLAND CEMENT SHALL BE STANDARD BRAND OF PORTLAND CEMENT CONFORMING TO ASTM C-150, TYPE I OR IA.
 - FINE AND COARSE AGGREGATES FOR CONCRETE SHALL BE PER ASTM C-33.
 - AGGREGATE FOR CEMENT MORTAR SHALL BE CLEAN, SHARP SAND CONFORMING TO ASTM C-144.
 - HYDRATED LIME SHALL COMPLY WITH ASTM C-207, TYPE S.
 - WATER SHALL MEET THE REQUIREMENTS OF MDOT SPEC SECTION 911.
 - REINFORCING STEEL FOR CONCRETE SHALL BE INTERMEDIATE-GRADE NEW BILLET STEEL CONFORMING TO ASTM A-615, GRADE 40.
- CONCRETE, UNLESS OTHERWISE NOTED, SHALL HAVE COMPRESSIVE STRENGTH AFTER 28 DAYS OF 3000 PSI MINIMUM WITH 3" MAXIMUM SLUMP.
 - CONCRETE FILL BELOW GRADE MAY BE 2500 PSI AT 28 DAYS.
 - CONCRETE, WHERE EXPOSED TO THE WEATHER, SHALL BE AIR-ENTRAINED. AIR ENTRAINMENT SHALL BE ACCOMPLISHED BY THE USE OF ADDITIVES CONFORMING TO ASTM C-268. AIR CONTENT SHALL BE 6% ± 1%. ADDITIVE SHALL BE USED STRICTLY IN ACCORDANCE WITH MANUFACTURER'S PRINTED DIRECTIONS.
 - READY-MIX CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF ASTM C-94.

- MORTAR SHALL BE SPECIFIED HEREINAFTER. USE METHOD OF MIXING MORTAR AT JOB SO THAT SPECIFIED PROPORTIONS OF MORTAR MATERIALS CAN BE CONTROLLED AND ACCURATELY MAINTAINED DURING WORK PROGRESS. MORTAR SHALL NOT BE MIXED IN GREATER QUANTITIES THAN REQUIRED FOR IMMEDIATE USE, WITH AMOUNT OF WATER CONSISTENT WITH SATISFACTORY WORKABILITY. RE-TAMPING OF MORTAR IS NOT PERMITTED.
 - MORTAR FOR LAYING BRICK OR CONCRETE MASONRY UNITS SHALL CONFORM TO ASTM C-270, TYPE M. AVERAGE COMPRESSIVE STRENGTH SHALL BE MINIMUM AT 28 DAYS. MORTAR MIX SHALL BE PROPORTIONED BY VOLUME.
 - MORTAR FOR PLASTERING SHALL CONSIST OF 1 PART PORTLAND CEMENT AND 2-1/2 PARTS SAND.
 - MORTAR FOR GROUTING OF RIP-RAP SHALL CONSIST OF 1 PART PORTLAND CEMENT AND 3-1/2 PARTS SAND.
- PERFORM ALL EXCAVATING AND TRENCHING TO DIMENSIONS AND ELEVATIONS INDICATED ON DRAWINGS.

STORM SEWER SPECIFICATIONS, CONTINUED

- OPEN NO MORE TRENCH IN ADVANCE OF PIPE LAYING THAN IS NECESSARY TO EXPEDITE THE TRENCH.
- CARE SHALL BE TAKEN NOT TO EXCAVATE BELOW THE DEPTHS INDICATED ON DRAWINGS. WHERE EXCESSIVE OR UNAUTHORIZED EXCAVATION TAKES PLACE, THE OVERDEPTH SHALL BE BACKFILLED TO THE PROPER GRADE WITH COMPACTED BEDDING MATERIAL, AT NO EXPENSE TO THE OWNER.
- WHERE UNSTABLE SOIL IS ENCOUNTERED, CONTRACTOR SHALL NOT PLACE PIPE UNTIL A SOLID BED HAS BEEN PROVIDED.
- EXCAVATION FOR DRAINAGE STRUCTURES SHALL EXTEND A SUFFICIENT DISTANCE FROM THE WALLS AND FOOTINGS TO ALLOW FOR FORMS, CONSTRUCTION OF WALLS, CONNECTIONS AND FOR INSPECTION.
- PROVIDE REQUIRED TIMBER SHEETING, BRACING AND SHORING TO PROTECT SIDES OF EXCAVATION. DO NOT BRACE SHEETING AGAINST PIPE. PROVIDE SUITABLE LADDERS FOR SAFE ENTRY TO AND EXIT FROM EXCAVATION.
- DURING EXCAVATION, MATERIAL SUITABLE FOR BACKFILLING SHALL BE PILED IN AN ORDERLY MANNER A SUFFICIENT DISTANCE FROM THE BANKS OF TRENCHES TO AVOID OVERLOADING, AND TO PREVENT SLIDES OR CAVE-INS.
- WHEN WET EXCAVATION IS ENCOUNTERED, THE TRENCH SHALL BE DE-WATERED UNTIL THE PIPE HAS BEEN LAID AND BACKFILLED TO A POINT AT LEAST 1 FOOT ABOVE TOP OF PIPE.
- MANHOLES AND CATCH BASINS SHALL BE CONSTRUCTED OF BRICK, CONCRETE MASONRY UNITS OR PRE-CAST CONCRETE WITH CAST IRON FRAMES, COVERS AND MANHOLE STEPS.
- THE WALL THICKNESS OF MANHOLES AND CATCH BASINS CONSTRUCTED OF VARIOUS MATERIALS AND SET AT VARIOUS DEPTHS SHALL MEET THE MINIMUMS. ADHERE TO REQUIREMENTS OF THE GOVERNING AGENCY IF THEY EXCEED THESE THICKNESSES:

DEPTH	BRICK	CONCRETE BLOCK	PRE-CAST CONCRETE
0' - 10'	8"	6"	6"
10' - 16"	12"	8"	8"
16' - 25'	16"	12"	12"
- WHENEVER EXISTING MANHOLES OR SEWER PIPE ARE TO BE TAPPED, DRILL HOLES 4" CENTER, TO CENTER, AROUND THE PERIPHERY OF OPENINGS TO CREATE A PLANE OF WEAKNESS JOINT BEFORE BREAKING SECTION OUT.
- MANHOLE STEPS SHALL BE BUILT INTO AND THOROUGHLY ANCHORED TO WALLS. STEPS SHALL BE FACTORY INSTALLED IN PRE-CAST STRUCTURES.
- ALL PIPING ENTERING OR LEAVING DRAINAGE STRUCTURES SHALL BE ADEQUATELY SUPPORTED BY POURED IN-PLACE CONCRETE FILL FROM PIPE CENTER TO UNDISTURBED GROUND.
- SET FRAMES IN FULL BED OF STIFF MORTAR OR BITUMINOUS MASTIC JOINTING COMPOUND AT FINAL ELEVATION.
- ALL TIMBER SHEETING BELOW A PLANE 12" ABOVE TOP OF PIPE SHALL REMAIN IN PLACE IN ORDER NOT TO DISTURB PIPE GRADING. BEFORE BACKFILLING, REMOVE ALL OTHER SHEETING BRACING AND SHORING.
- BEDDING USED FOR TRENCH BOTTOM SHALL BE EXTENDED UP THE SIDES AND CAREFULLY PLACED AROUND AND OVER PIPE IN 6" MAXIMUM LAYERS. EACH LAYER SHALL BE THOROUGHLY AND CAREFULLY COMPACTED TO 95% OF MAXIMUM DRY DENSITY AS PER ASTM D-1557 (MODIFIED PROCTOR) UNTIL 12" OF COVER EXISTS OVER PIPE.
- REMAINDER OF TRENCH SHALL BE BACKFILLED WITH SPECIFIED BACKFILL MATERIAL TO SPECIFIED SUBGRADE ELEVATION. BACKFILLING SHALL BE COMPACTED TO 90% OF MAXIMUM DRY DENSITY PER ASTM D-1557.
- WITHIN 3' OF THE 45° INFLUENCE LINE OF THE SUBGRADE OF STREETS, DRIVES, PARKING LOTS AND OTHER AREAS TO HAVE OR HAVING IMPROVED HARD SURFACES, BACKFILL SHALL BE MATERIAL SPECIFIED AND SHALL BE DEPOSITED IN 6" LOOSE LAYERS AT OPTIMUM MOISTURE CONTENT (±2%) AND COMPACTED TO 95% OF MAXIMUM DRY DENSITY PER ASTM D1557. (MODIFIED PROCTOR) SUITABLE MATERIALS FOUND ON SITE MAY BE USED.
- BEFORE BACKFILLING AROUND DRAINAGE STRUCTURES, ALL FORMS, TRASH AND DEBRIS SHALL BE REMOVED AND CLEARED AWAY. SELECTED EXCAVATED MATERIAL SHALL BE PLACED SYMMETRICALLY ON ALL SIDES IN 8" MAXIMUM LAYERS. EACH LAYER SHALL BE MOISTENED AND COMPACTED WITH MECHANICAL OR HAND TAMPERS.
- AFTER INSTALLATION OF PIPES AND DRAINAGE STRUCTURES, CLEAN THEM, AND ADJUST TOPS TO FINISH GRADE. PIPE SHALL BE STRAIGHT BETWEEN STRUCTURES, WITH THE FULL INSIDE DIAMETER VISIBLE WHEN SIGHTING BETWEEN STRUCTURES.
- ENDS OF HEADWALL AND END SECTIONS FOR PIPES LARGER THAN 6 INCHES, SHALL BE FITTED WITH A #4 ROUND MINIMUM WELDED STEEL ROD GRATING. RODS SHALL BE SPACED 6" O.C. MAXIMUM. WELD ROD AT ALL INTERSECTIONS. GRATE SHALL BE REMOVED FOR ACCESS AND CLEANING.
- RIP-RAP SHALL BE LAID FROM THE BOTTOM UPWARD; STONES SHALL BE LAID BY HAND WITH 8" MINIMUM DIMENSION PERPENDICULAR TO GRADE WITH WELL-BROKEN JOINTS, COMPACTED AS IT GOES, TRUE TO LINE. ALL JOINTS SHALL BE FILLED WITH CEMENT MORTAR. SURFACE STONE TO BE EXPOSED. CLEAN JOINTS WITH WIRE BRUSH.
- THE CONTRACTOR SHALL DO ALL REQUIRED EXCAVATION AND TRENCHING WORK AND THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPLETION OF THE WORKS HEREIN REGARDLESS OF THE NATURE OF MATERIALS ENCOUNTERED DURING THE COURSE OF THE WORK. THE OWNER WILL NOT BE LIABLE FOR ANY COSTS WHATSOEVER ASSOCIATED WITH, BUT NOT LIMITED TO, THE PRESENCE OF ROCK, PEAT, SUBTERRANEAN STREAMS, EXCESSIVE WATER OR OTHER DIFFICULT OR UNANTICIPATED SUB-SURFACE PHENOMENA.
- ALL CONNECTIONS TO EXISTING SEWERS SHALL BE PER MUNICIPAL REQUIREMENTS, AND ALL COSTS INCLUDING AND/OR VIDEO OF SEWERS SHALL BE INCIDENTAL TO THE JOB.

WATER MAIN SPECIFICATIONS

- WATER MAIN SPECIFICATIONS SHALL BE USED IN CONJUNCTION WITH THE GENERAL SPECIFICATIONS, THE WATERMAIN SPECIFICATIONS, AND THE DETAIL SHEETS OF THE GOVERNING AGENCIES. IF ANY CONFLICT IS FOUND BETWEEN THE SPECIFICATIONS, THE STRICTER SPECIFICATIONS SHALL BE FOLLOWED.
- DUCTILE IRON PIPE, 16" DIAMETER AND SMALLER, SHALL CONFORM TO ANSI/AWWA SPECIFICATION C151/A21.51, CLASS 54. DUCTILE IRON FITTINGS SHALL CONFORM TO ANSI/AWWA SPECIFICATION C110/A21.10 FOR STANDARD FITTINGS OR TO ANSI/AWWA SPECIFICATION C153/A21.53 FOR COMPACT FITTINGS. DUCTILE IRON PIPE AND FITTINGS SHALL HAVE A DOUBLE THICKNESS CEMENT MORTAR LINING CONFORMING TO ANSI SPECIFICATION A21.4.
- JOINTS FOR DUCTILE IRON WATER MAIN SHALL BE U.S. PIPE AND FOUNDRY COMPANY "TYTON JOINT" OR APPROVED EQUAL.
- ALL WATER MAIN SHALL BE INSTALLED WITH A MINIMUM COVER OF FIVE FEET, OR AS SPECIFIED BY THE LOCAL GOVERNING MUNICIPALITY, BELOW FINISH GRADE UNLESS OTHERWISE NOTED IN THE PLANS. WHEN WATER MAINS MUST DIP TO PASS UNDER A STORM SEWER OR SANITARY SEWER, THE SECTIONS WHICH ARE DEEPER THAN NORMAL SHALL BE KEPT TO A MINIMUM LENGTH BY THE USE OF VERTICAL 11-1/4 BENDS PROPERLY ANCHORED.
- SEE THE WATER MAIN STANDARD DETAIL SHEETS OF THE GOVERNING AGENCY FOR THE SPECIFIC TYPE OF HYDRANTS AND VALVES TO BE USED FOR THIS PROJECT. THESE DETAIL SHEETS ARE INCLUDED AS PART OF THE PLANS.
- BEFORE ANY WATER MAIN WILL BE ACCEPTED BY THE GOVERNING AGENCY, IT MUST PASS A PRESSURE TEST COMPLYING WITH THE CURRENT SPECIFICATIONS AND PROCEDURES OF THE AGENCY.
- BEFORE ANY WATER MAIN SYSTEM WILL BE ACCEPTED BY THE GOVERNING AGENCY, THE FIRE HYDRANTS MUST BE PAINTED AS INDICATED ON THE WATER MAIN STANDARD DETAIL SHEETS.
- TWO INCH (2") DIAMETER CORPORATION STOPS SHALL BE PROVIDED IN BOTH THE EXISTING WATER MAIN AND THE NEW WATER MAIN AT ALL NEW CONNECTIONS.
- ALL TEES, BENDS CONNECTIONS, ETC. ARE INCIDENTAL TO THE JOB.
- PHYSICAL CONNECTIONS SHALL NOT BE MADE BETWEEN EXISTING AND NEW WATERMANS UNTIL TESTING IS SATISFACTORILY COMPLETED.

WATER MAIN SPECIFICATIONS, CONTINUED

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFE STORAGE OF ALL MATERIAL INTENDED FOR THE WORK. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO MATERIALS EQUIPMENT AND WORK.
- PIPE BEDDING, UNLESS OTHERWISE INDICATED, SHALL BE CRUSHED STONE OR ROUNDED GRAVEL. BEDDING MATERIAL SHALL HAVE 95% PASSING A 3/4" SIEVE AND 50% RETAINED ON A NO. 4 SIEVE. LOAD FACTOR SHALL BE 1.8.
- BACKFILL, UNLESS OTHERWISE NOTED, SHALL BE COARSE SAND, FINE GRAVEL OR EARTH HAVING A LOW PLASTICITY INDEX, FREE OF ROCKS, DEBRIS AND OTHER FOREIGN MATERIALS AND DEFINED AS ALL PASSING THROUGH A 3/8" SIEVE AND NOT MORE THAN TEN PERCENT (10%) BY VOLUME PASSING THROUGH A 200 MESH SIEVE.
- GATE WELLS SHALL BE REINFORCED PRE-CAST CONCRETE SECTIONS INCLUDING CONCENTRIC OR ECCENTRIC CONES AND GRADE RINGS SHALL BE 4000 PSI CONCRETE AND CONFORM TO ASTM C-478.
- THRUST BLOCKS, IF REQUIRED BY THE MUNICIPALITY, SHALL BE MADE OF 3000 PSI CONCRETE MET MIX
- THE MAXIMUM WIDTH OF TRENCH TO TOP OF PIPE SHALL BE AS FOLLOWS:

PIPE DIAMETER	TRENCH WIDTH
THROUGH 12"	36"
15" THROUGH 36"	O.D. PLUS 24"
42" THROUGH 60"	O.D. PLUS 30"
66" AND LARGER	O.D. PLUS 36"
- OPEN NO MORE TRENCH IN ADVANCE OF PIPE LAYING THAN IS NECESSARY TO EXPEDITE THE WORK.
- CARE SHALL BE TAKEN NOT TO EXCAVATE BELOW THE DEPTHS INDICATED ON DRAWINGS. WHERE EXCESSIVE OR UNAUTHORIZED EXCAVATION TAKES PLACE, THE OVERDEPTH SHALL BE BACKFILLED AT THE PROPER GRADE WITH COMPACTED BEDDING MATERIAL, AT NO EXPENSE TO THE OWNER.
- WHERE UNSTABLE SOIL IS ENCOUNTERED, CONTRACTOR SHALL NOT PLACE PIPE UNTIL A SOLID BED HAS BEEN PROVIDED.
- EXCAVATION FOR STRUCTURES SHALL EXTEND A SUFFICIENT DISTANCE FROM THE WALLS AND FOOTINGS TO ALLOW FOR FORMS, CONSTRUCTION OF WALLS, CONNECTIONS AND FOR INSPECTION.
- GATE WELLS SHALL BE CONSTRUCTED OF BRICK, CONCRETE MASONRY UNITS OR PRE-CAST CONCRETE WITH CAST IRON FRAMES, COVERS AND MANHOLE STEPS, AS INDICATED ON DRAWINGS AND SPECIFIED HEREIN.
 - COMPLETELY FILL JOINTS ON PRE-CAST CONCRETE SECTIONS WITH BITUMINOUS MASTIC JOINTING COMPOUND OR JOINTS SHALL BE MADE WITH CEMENT MORTAR WITH INSIDE POINTING AND OUTSIDE RUBBER WRAP.
 - BRICK SHALL BE WET WHEN LAID. LAY BRICK OR CONCRETE MASONRY UNITS IN MORTAR SO AS TO FORM FULL BED, WITH END AND SIDE JOINTS IN ONE OPERATION, WITH JOINTS NOT MORE THAN 3/8" WIDE EXCEPT WHEN BRICKS OR CONCRETE MASONRY UNITS ARE LAID RADIALLY, IN WHICH CASE THE NARROWEST PART OF JOINT SHALL NOT EXCEED 1/4". LAY IN TRUE LINE AND, WHENEVER PRACTICAL, JOINTS SHALL BE CAREFULLY STRUCK AND POINTED ON INSIDE.
 - PROTECT FRESH BRICK WORK FROM FREEZING, FROM DRYING EFFECTS OF SUN AND WIND, AND FOR SUCH TIME AS DIRECTED BY THE GEOTECHNICAL ENGINEER, IN FREEZING WEATHER, HEAT SUFFICIENTLY TO REMOVE ICE AND FROST FROM BRICK WORK.
- GATE WELL STEPS SHALL BE BUILT INTO AND THOROUGHLY ANCHORED TO WALLS.
- ALL PIPING ENTERING OR LEAVING GATE WELLS SHALL BE ADEQUATELY SUPPORTED BY POURED-IN-PLACE CONCRETE FILL FROM PIPE CENTER TO UNDISTURBED GROUND.
- THE OUTSIDE SURFACES OF BRICK OR CONCRETE MASONRY PORTION OF GATE WELLS SHALL BE PLASTERED AND TROWELED SMOOTH WITH 1/2" LAYERS OF CEMENT MORTAR.
- SET FRAMES IN FULL BED OF STIFF MORTAR OR BITUMINOUS MASTIC JOINTING COMPOUND AT FINAL ELEVATION.
- IF REQUIRED BY THE MUNICIPALITY, PLACE HORIZONTAL AND/OR VERTICAL THRUST BLOCKS AT ALL PLUGS, CAPS, TEES AND FITTINGS. THE COST OF THRUST BLOCKS SHALL BE INCLUDED IN THE PRICE BID PER FOOT FOR WATER MAIN. THRUST BLOCKS SHALL NOT BE BACKFILLED PRIOR TO OBSERVATION BY THE CONTROLLING GOVERNMENTAL AGENCY. IF THRUST BLOCKS ARE NOT UTILIZED, ALL FITTINGS SHALL HAVE RESTRAINED JOINTS PER THE MANUFACTURER.
- IN UNSTABLE SOIL CONDITIONS, THRUST BLOCKS SHALL BE SUPPORTED BY PILING DRIVEN TO SOLID FOUNDATIONS OR BY REMOVAL OF THE UNSTABLE SOILS AND REPLACEMENT WITH BALLAST OR SUFFICIENTLY STABLE TO RESIST THE THRUSTS. THE COST OF PILING OR BALLAST AT THRUST BLOCKS SHALL BE INCLUDED IN THE PRICE BID FOR WATER MAIN.
- PLACE ALL CONCRETE ANCHORAGES AND ENCASEMENTS, AS CALLED FOR ON THE DRAWINGS. THE COST OF RESTRAINED JOINTS OR ANCHORAGE AND ENCASEMENTS SHALL BE INCLUDED IN THE PRICE BID FOR WATER MAIN.
- BEDDING USED FOR TRENCH BOTTOM SHALL BE EXTENDED UP THE SIDES AND CAREFULLY PLACED AROUND AND OVER PIPE IN 6" MAXIMUM LAYERS. EACH LAYER SHALL BE THOROUGHLY AND CAREFULLY COMPACTED TO 95% OF MAXIMUM DRY DENSITY AS PER ASTM D-1557(MODIFIED PROCTOR) UNTIL 12" OF COVER EXISTS OVER PIPE.
- REMAINDER OF TRENCH SHALL BE BACKFILLED WITH SPECIFIED BACKFILL MATERIAL TO SPECIFIED SUBGRADE ELEVATION. BACKFILLING SHALL BE COMPACTED TO 90% OF MAXIMUM DRY DENSITY PER ASTM D-1557.
- WITHIN 3' OF THE 45° INFLUENCE LINE OF THE SUBGRADE OF STREETS, DRIVES, PARKING LOTS AND OTHER AREAS PAVED, OR AREAS PROPOSED TO BE PAVED, PLACE SAND BACKFILLING TO 12" ABOVE FINISH GRADE. CAST IRON STEPS SHALL BE CAST INTO THE MANHOLE SECTIONS AT 16" O.C. DURING MANUFACTURE AND AT 45° FROM THE CENTERLINE OF THE SEWER. MANHOLE STEPS SHALL BE NEENAH R-1980-E, EAST JORDAN IRON WORKS, 8500 OR APPROVED EQUAL.
- BEFORE BACKFILLING AROUND STRUCTURES, ALL FORMS, TRASH AND DEBRIS SHALL BE REMOVED AND CLEARED AWAY. SELECTED EXCAVATED MATERIAL SHALL BE PLACED SYMMETRICALLY ON ALL SIDES IN 8" MAXIMUM LAYERS. EACH LAYER SHALL BE MOISTENED AND COMPACTED WITH MECHANICAL OR HAND TAMPERS.
- THE CONTRACTOR SHALL DO ALL REQUIRED EXCAVATION AND TRENCHING WORK AND THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPLETION OF THE WORKS HEREIN REGARDLESS OF THE NATURE OF MATERIALS ENCOUNTERED DURING THE COURSE OF THE WORK. THE OWNER WILL NOT BE LIABLE FOR ANY COSTS WHATSOEVER ASSOCIATED WITH, BUT NOT LIMITED TO, THE PRESENCE OF ROCK, PEAT, SUBTERRANEAN STREAMS, EXCESSIVE WATER OR OTHER DIFFICULT OR UNANTICIPATED SUB-SURFACE PHENOMENA.

SANITARY SEWER SPECIFICATIONS

- THESE SPECIFICATIONS SHALL BE USED IN CONJUNCTION WITH THE GENERAL SPECIFICATIONS AND THE SANITARY SEWER SPECIFICATIONS AND DETAIL SHEETS OF THE GOVERNING AGENCIES. IF ANY CONFLICT IS FOUND BETWEEN THE SPECIFICATIONS, THE STRICTER SPECIFICATIONS WILL BE FOLLOWED.
- THE GOVERNING AGENCY WILL INSPECT THE INSTALLATION OF ALL SANITARY SEWER PIPING.
- PROPER IMPLEMENTS, TOOLS AND FACILITIES SHALL BE PROVIDED AND USED FOR UNLOADING AND DISTRIBUTING MATERIALS ALONG THE LINE OF WORK. ANY PIPE OR FITTING DAMAGED IN TRANSPORTATION OR HANDLING SHALL BE REJECTED AND IMMEDIATELY REMOVED FROM THE JOB SITE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFE STORAGE OF ALL MATERIAL INTENDED FOR THE WORK. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO MATERIALS, EQUIPMENT AND WORK.
- THE CONTRACTOR SHALL DO ALL REQUIRED EXCAVATION AND TRENCHING WORK AND THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPLETION OF THE WORKS HEREIN REGARDLESS OF THE NATURE OF MATERIALS ENCOUNTERED DURING THE COURSE OF THE WORK. THE OWNER WILL NOT BE LIABLE FOR ANY COSTS WHATSOEVER ASSOCIATED WITH, BUT NOT LIMITED TO, THE PRESENCE OF ROCK, PEAT, SUBTERRANEAN STREAMS, EXCESSIVE WATER OR OTHER DIFFICULT OR UNANTICIPATED SUB-SURFACE PHENOMENA.

SANITARY SEWER SPECIFICATION, CONTINUED

- IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE AND SCHEDULE THE SANITARY SEWER INSTALLATION WITH THE GRADING, EXCAVATION AND OTHER SITE UTILITY SUBCONTRACTORS AND THE OWNERS REPRESENTATIVE SO AS TO PROVIDE FOR A SMOOTH AND ORDERLY PROGRESSION OF THE WORK.
- SANITARY SEWER PIPING AND FITTINGS SHALL BE OF THE SIZE AND TYPE INDICATED ON THE DRAWINGS AND SHALL CONFORM TO THE REQUIREMENTS OF THE GOVERNING AGENCY.
- REINFORCED PRE-CAST CONCRETE MANHOLE SECTIONS INCLUDING CONCENTRIC OR ECCENTRIC CONES AND GRADE RINGS SHALL BE 4000 PSI CONCRETE AND CONFORM TO ASTM C-478 OR AASHTO M-199.
- OPEN NO MORE TRENCH IN ADVANCE OF PIPE LAYING THAN IS NECESSARY TO EXPEDITE THE WORK.
- CARE SHALL BE TAKEN NOT TO EXCAVATE BELOW THE DEPTHS INDICATED ON DRAWINGS. WHERE EXCESSIVE OR UNAUTHORIZED EXCAVATION TAKES PLACE, THE OVERDEPTH SHALL BE BACKFILLED AT THE PROPER GRADE WITH COMPACTED BEDDING MATERIAL, AT NO EXPENSE TO THE OWNER.
- PROVIDE REQUIRED TIMBER SHEETING, BRACING AND SHORING TO PROTECT SIDES OF EXCAVATION. DO NOT BRACE SHEETING AGAINST PIPE. PROVIDE STAGING AND SUITABLE LADDERS WHERE REQUIRED.
- DURING EXCAVATION, MATERIAL SUITABLE FOR BACKFILLING SHALL BE PILED IN AN ORDERLY MANNER A SUFFICIENT DISTANCE FROM THE BANKS OF TRENCHES TO AVOID OVERLOADING, AND TO PREVENT CAVE-INS.
- WHEN WET EXCAVATION IS ENCOUNTERED, THE TRENCH SHALL BE DE-WATERED UNTIL THE PIPE HAS BEEN LAID AND BACKFILLED TO A POINT AT LEAST 1 FOOT ABOVE TOP OF PIPE.
- SANITARY SEWER CROSSINGS SHALL BE MADE WITH 18" OF VERTICAL CLEARANCE FROM ANOTHER UTILITY AND SHALL BE MADE WITHOUT PLACING POINT LOADS ON EITHER PIPE. CONSTRUCT SADDLES, OR PLACE PROTECTIVE CONCRETE CAP TO PREVENT DAMAGE.
- ALL CONNECTION BRANCHES IN THE SEWER PIPE SHALL BE SECURELY AND COMPLETELY FASTENED TO, OR FORMED IN, THE WALL OF THE PIPE DURING THE COURSE OF MANUFACTURE. ALL PIPE CONTAINING SUCH CONNECTION BRANCHES SHALL BE INSTALLED WITH THE MAIN SEWER. THE PROPOSED LOCATION OF THE WYE SHALL BE PER PLAN OR AS DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
- SERVICE LEADS SHALL TERMINATE (WITH AN APPROVED STOPPER) PER PLANS OR AS DIRECTED BY OWNER OR OWNER'S REPRESENTATIVE.
- EACH RISER AND/OR SERVICE LEAD SHALL BE MARKED WITH A 2 INCH X 2 INCH X 8 FOOT LONG HARDWOOD MARKER, PLACED VERTICALLY AT THE END OF THE PIPE.
- DOWNSPOUTS, WEEP TILE, FOOTING DRAINS, OR ANY CONDUIT, THAT CARRIES STORM OR GROUND WATER SHALL NOT BE ALLOWED TO DISCHARGE INTO A SANITARY SEWER.
- ANY CONNECTION TO AN EXISTING SANITARY SEWER MANHOLE SHALL BE MADE IN STRICT CONFORMANCE WITH THE PLANS AND SPECIFICATIONS, WITH ALL WORK BEING DONE IN A WORKMANLIKE MANNER. THIS WORK SHALL INCLUDE THE PROPER CHANNEL IN THE EXISTING MANHOLE AT THE EXISTING MANHOLE AT WHICH THE CONNECTION IS TO BE MADE, TO DIRECT THE FLOW OF INCOMING FLUIDS TO THE EXISTING OUTLET IN A MANNER WHICH WILL TEND TO CREATE THE LEAST AMOUNT OF TURBULENCE. ANY PORTION OF THE EXISTING STRUCTURE WHICH WOULD INTERFERE WITH SUCH CONSTRUCTION SHALL BE REMOVED. THE COST OF ALL CONNECTIONS, INCLUDING ALL TESTING AND/OR TELEVISION REQUIRED BY THE LOCAL MUNICIPALITY, SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE MAIN SEWER UNLESS OTHERWISE PROVIDED IN THE PROPOSAL.
- WHEN CONNECTIONS ARE MADE WITH SEWERS OR DRAINS CARRYING FLUIDS, SPECIAL CARE MUST BE TAKEN THAT NO PART OF THE WORK IS BUILT UNDER WATER. A FLUME OR DAM MUST BE INSTALLED AND PUMPING MAINTAINED, IF NECESSARY, AND THE NEW WORK KEPT DRY UNTIL COMPLETED AND ANY CONCRETE OR MORTAR HAS SET.
- ALL TIMBER SHEETING BELOW A PLANE 12" ABOVE TOP OF PIPE SHALL REMAIN IN PLACE IN ORDER NOT TO DISTURB PIPE GRADING. BEFORE BACKFILLING, REMOVE ALL OTHER SHEETING, BRACING AND SHORING.
- BEDDING USED FOR TRENCH BOTTOM SHALL BE EXTENDED UP THE SIDES AND CAREFULLY PLACED AROUND AND OVER PIPE IN 6" MAXIMUM LAYERS. EACH LAYER SHALL BE THOROUGHLY AND CAREFULLY COMPACTED TO 95% OF MAXIMUM DRY DENSITY AS PER ASTM D-1557 (MODIFIED PROCTOR) UNTIL 12" OF COVER EXISTS OVER PIPE.
- REMAINDER OF TRENCH SHALL BE BACKFILLED WITH SPECIFIED BACKFILL MATERIAL AS APPROVED BY THE GEOTECHNICAL ENGINEER TO SPECIFIED SUBGRADE ELEVATION. BACKFILLING SHALL BE COMPACTED TO 90% OF MAXIMUM DRY DENSITY PER ASTM D-1557.
- WITHIN 3' OF THE 45° INFLUENCE LINE OF THE SUBGRADE OF STREETS, DRIVES, PARKING LOTS AND OTHER AREAS TO HAVE OR HAVING IMPROVED HARD SURFACES, BACKFILL SHALL BE MATERIAL SPECIFIED AND SHALL BE DEPOSITED IN 6" LOOSE LAYERS AT OPTIMUM MOISTURE CONTENT (±2%) AND COMPACTED TO 95% OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557 (MODIFIED PROCTOR). SUITABLE MATERIALS FOUND ON SITE MAY BE USED IF APPROVED BY THE GEOTECHNICAL ENGINEER AND OWNER'S REPRESENTATIVE. WHERE SERVICE OR UTILITY LINES CROSS PAVEMENT OR SIDEWALK, BEDDING SHALL BE CARRIED TO 3 FEET BEHIND THE CURB LINE OR 3 FEET BEHIND THE SIDE OF SIDEWALK FARTEST AWAY FROM THE PROPOSED PAVEMENT.
- BEFORE BACKFILLING AROUND MANHOLES, ALL FORMS, TRASH AND DEBRIS SHALL BE REMOVED AND CLEARED AWAY. SELECTED EXCAVATED MATERIAL SHALL BE PLACED SYMMETRICALLY ON ALL SIDES IN 8" MAXIMUM LAYERS. EACH LAYER SHALL BE MOISTENED AND COMPACTED WITH MECHANICAL AND HAND TAMPERS.
- SANITARY SEWER MANHOLES MUST BE WATER-TIGHT AND SHALL BE PRECAST SECTIONS WITH MODIFIED GROOVED TONGUE JOINTS WITH RUBBER GASKETS, CONFORMING TO ASTM DESIGNATION C478. CAST IRON STEPS SHALL BE CAST INTO THE MANHOLE SECTIONS AT 16" O.C. DURING MANUFACTURE AND AT 45° FROM THE CENTERLINE OF THE SEWER. MANHOLE STEPS SHALL BE NEENAH R-1980-E, EAST JORDAN IRON WORKS, 8500 OR APPROVED EQUAL.
- WHEN EXISTING REINFORCED CONCRETE MANHOLES OR SEWER PIPES ARE TO BE TAPPED, A HOLE OF THE APPROPRIATE DIAMETER, SHALL BE CORE DRILLED, THROUGH THE WALL OF THE MANHOLE OR SEWER PIPE, TO ACCEPT A RESILIENT CONNECTOR CONFORMING TO ASTM DESIGNATION C-923. RESILIENT CONNECTORS SHALL BE "KOR-N-SEAL" AS MANUFACTURED BY "THE CORO AND SEAL CO." OR APPROVED EQUAL.
- ALL SEWERS SHALL BE SUBJECTED TO INFILTRATION, AIR OR EXFILTRATION TESTS OR A COMBINATION THEREOF IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS, OR PER THE SEWER AUTHORITY'S STANDARDS, PRIOR TO ACCEPTANCE OF THE SYSTEM AND PRIOR TO REMOVAL OF THE BULKHEADS.
 - ALL SEWERS OVER 24" DIAMETER SHALL BE SUBJECTED TO INFILTRATION TESTS. ALL SEWERS OF 24" DIAMETER OR SMALLER, WHERE GROUND WATER LEVEL ABOVE THE TOP OF SEWER IS OVER SEVEN (7) FEET, SHALL BE SUBJECTED TO AN INFILTRATION TEST.
 - ALL SEWERS OF 24" DIAMETER OF LESS, WHERE THE GROUND WATER LEVEL ABOVE THE TOP OF THE SEWER IS SEVEN (7) FEET OR LESS, SHALL BE SUBJECT TO AIR TESTS OR EXFILTRATION TESTS.
- NO SANITARY SEWER INSTALLATION OR PORTION THEREOF SHALL HAVE INFILTRATION EXCEEDING 100 GALLONS PER INCH DIAMETER PER MILE OF PIPE PER 24 HOUR PERIOD.

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SPECIFICATIONS

CAMBRIA RIDGE
TAX ID: 700-023-400-051-05
PART OF E 1/2, SEC. 23, T3N-R4W
CITY OF POTTERVILLE, EATON COUNTY, MICHIGAN

DATE
02/17/2022

PLAN SUBMITTALS/REVISIONS
REVISIONS PER PLANNING COMMISSION

ORIGINAL ISSUE DATE:
12/29/2021

PROJECT NO: 21-329

SCALE: N/A

FIELD: DF, JH
DRAWN BY: DC
DESIGN BY: KM
CHECK BY: AP</



GRADING AND EARTHWORK SPECIFICATIONS

- ALTHOUGH A SUB-SURFACE INVESTIGATION MAY HAVE BEEN MADE BY THE OWNER, THE BIDDER AND ANY SUB-CONTRACTORS SHALL MAKE A PERSONAL INVESTIGATION OF SITE AND EXISTING SURFACE AND SUB-SURFACE CONDITIONS. THE CONTRACTOR IS RESPONSIBLE TO ACQUAINT HIMSELF WITH CONDITIONS OF THE WORK AREA. THE CONTRACTOR IS ADVISED TO DETERMINE THE SUB-SURFACE SOIL CONDITIONS AND GROUND WATER CONDITIONS TO HIS OWN SATISFACTION PRIOR TO BIDDING. NO MODIFICATIONS TO THE UNIT PRICES BID FOR ANY ITEM WILL BE MADE DUE TO VARIABLE SUB-SURFACE CONDITIONS. DETERMINING, IF DETERMINED NECESSARY BY THE CONTRACTOR, BY WELL POINTING OR DEEP WELLS WILL BE INCIDENTAL TO THE INSTALLATION COST OF THE ITEM.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING DETERMINED TO HIS SATISFACTION PRIOR TO THE SUBMISSION OF HIS BID THE CONFIRMATION OF THE GROUND, THE CHARACTER AND QUALITY OF THE SUBSTRATA, THE TYPES AND QUANTITIES OF MATERIALS TO BE ENCOUNTERED, THE NATURE OF THE GROUNDWATER CONDITIONS, THE PROSECUTION OF THE WORK, THE GENERAL AND LOCAL CONDITIONS INCLUDING CLIMATIC CHANGES, THE TIME OF YEAR IN WHICH CONSTRUCTION WILL TAKE PLACE AND ALL OTHER MATTERS WHICH CAN IN ANY WAY AFFECT THE WORK UNDER THIS CONTRACT.
- PRIOR TO COMMENCING THE EXCAVATION THE CONTRACTOR SHALL SUBMIT A PLAN OF HIS PROPOSED OPERATIONS AND TIME SCHEDULE TO THE OWNER & OWNERS REPRESENTATIVE FOR THEIR APPROVAL.
- THE CONTRACTOR SHALL CONSIDER, AND HIS PLAN FOR EXCAVATION SHALL REFLECT, THE EQUIPMENT AND METHODS TO BE EMPLOYED IN THE EXCAVATION AND WHAT METHODS WILL BE USED WHEN WET CONDITIONS ARE ENCOUNTERED REQUIRING GROUNDWATER CONTROL OR OTHER MOISTURE CONDITIONING. THE CONTRACTOR SHALL SUBMIT AN OUTLINE OF HIS EARTHWORK METHODS WHICH SHALL TAKE INTO ACCOUNT THE OVERALL CONSTRUCTION SCHEDULE. THE PRICES ESTABLISHED IN THE PROPOSAL FOR THE WORK TO BE DONE SHALL REFLECT ALL COSTS PERTAINING TO THE WORK. NO CLAIMS FOR EXTRAS BASED ON SUBSTRATA OR GROUNDWATER TABLE CONDITIONS OR MOISTURE CONDITIONING WILL BE ALLOWED.
- THE CONTRACTOR SHALL KEEP INFORMED AND THE OWNER'S REPRESENTATIVE INFORMED AT ALL TIMES AS TO A "FILL SURPLUS OR SHORTAGE" SITUATION. SHORTAGE OR SURPLUS OF SUITABLE MATERIAL AT THE CONCLUSION OF THE GRADING AND EARTHWORK OPERATION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND HE WILL BE REQUIRED TO SUPPLY THE DEFICIENCY OR DISPOSE OF THE SURPLUS WITHOUT ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR SHALL REMOVE VEGETATION, DEBRIS, UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND OTHER DELETERIOUS MATERIALS FROM GROUND SURFACE PRIOR TO CUT OR FILL OPERATIONS. SUCH MATERIAL SHALL BECOME PROPERTY OF THE CONTRACTOR TO BE DISPOSED OF IN A LEGAL MANNER OFF SITE.
- MATERIALS FOR FILL OR BACKFILL REQUIRED TO GRADE THE SITE AND ACHIEVE DESIGN ELEVATIONS SHALL BE EITHER ON OR OFF-SITE SOILS WHICH ARE FREE OF ORGANIC MATTER AND DEBRIS. NO TOPSOIL SHALL BE USED AS ENGINEERED FILL.
- NO FILL MAY BE PLACED UNTIL THE EXPOSED SURFACES HAVE BEEN APPROVED BY THE GEOTECHNICAL ENGINEER. ALL FILL MATERIALS SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT.
- IF ANY UNKNOWN SUBSURFACE STRUCTURES ARE ENCOUNTERED DURING CONSTRUCTION, THEY SHALL BE IMMEDIATELY REPORTED TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE AND DESIGN ENGINEER PRIOR TO PROCEEDING.
- ALL FILL MATERIAL SHALL BE PLACED AND COMPACTED AT THE OPTIMUM MOISTURE CONTENT OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER.
- NO FROZEN MATERIAL SHALL BE USED AS FILL NOR WILL ANY FILL BE PLACED ON A FROZEN BASE.
- NO ROCK OR SIMILAR MATERIAL GREATER THAN 6" DIAMETER SHALL BE PLACED IN THE FILL UNLESS RECOMMENDATIONS FOR SUCH PLACEMENT HAVE BEEN SUBMITTED BY THE GEOTECHNICAL ENGINEER IN ADVANCE AND APPROVED BY THE OWNER AND OWNER'S REPRESENTATIVE.
- COMPACT FILL MATERIAL TO AT LEAST THE FOLLOWING PERCENTAGE OF MAXIMUM DRY DENSITY, AS DETERMINED BY ASTM D-1557 (MODIFIED PROCTOR), NO DEVIATION FROM THESE COMPACTATION DENSITIES WILL BE ALLOWED UNLESS SPECIFICALLY RECOMMENDED BY THE GEOTECHNICAL ENGINEER AND APPROVED BY THE OWNER AND OWNER'S REPRESENTATIVE.

FILL AREAS	% OF MAXIMUM DRY DENSITY
FILL UNDER BUILDING (EXTENDING 5' BEYOND FOOTINGS AT A SLOPE OF 1 ON 1)	98%
FILL UNDER PAVEMENT OR SIDEWALKS	95%
FILL PLACED UNDER OR BEHIND RETAINING WALLS	95%
ALL OTHER FILL	90%
- ALL FILL MATERIAL SHALL BE PLACED AND COMPACTED IN LIFTS, THAT WILL NOT EXCEED THE DEPTH OF WHICH EQUIPMENT CAN ACHIEVE THE MAXIMUM DENSITY REQUIRED FOR THE ENTIRE DEPTH OF THE MATERIAL PLACED IN THE LIFT.
- ALL AREAS WHERE FILL HAS BEEN PLACED OR THE EXISTING SOILS HAVE BEEN DISTURBED SHALL BE SUBJECT TO COMPACTATION TESTING BY THE GEOTECHNICAL ENGINEER AND SHALL BE TO THE SATISFACTION OF THE GEOTECHNICAL ENGINEER, OWNER AND OWNER'S REPRESENTATIVE.
- FILL MATERIAL UNDER PAVEMENTS OR STRUCTURES SHALL BE FREE OF ORGANIC OR DELETERIOUS MATERIALS. IT SHALL BE SUITABLE FOR SUPPORTING THE PAVEMENTS AND STRUCTURES WITHOUT ADVERSE SHRINKING OR SWELLING.
- FILL MATERIAL IN BERMS AND LANDSCAPE AREAS SHALL BE SUITABLE TO SUPPORT GROWTH OF THE LANDSCAPING MATERIALS (TYPICAL FOR THE LOCAL CLIMATE) AND AS PROPOSED BY THE LANDSCAPE ARCHITECT.
- THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF, IN A LEGAL MANNER, ANY TREES, BRUSH OR DEBRIS THAT ARE WITHIN THE DESIGNATED CUTTING AND FILLING AREAS TO BRING THE SITE TO PROPOSED GRADES.
- THE CONTRACTOR SHALL STOCKPILE EXCAVATED MATERIAL ONLY IN DESIGNATED AREAS AS DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
- DURING THE PERFORMANCE OF SITE GRADING OPERATIONS, THE SUBGRADE SHALL BE EXAMINED CRITICALLY, AND ANY AREAS DISCOVERED WHICH, IN THE OPINION OF THE OWNER'S REPRESENTATIVE OR GEOTECHNICAL ENGINEER, ARE SOFT AND UNSTABLE, SHALL BE EXCAVATED TO SUCH DEPTHS AS MAY BE NECESSARY TO INSURE SATISFACTORY SUPPORTING PROPERTIES AS DETERMINED BY THE GEOTECHNICAL ENGINEER. THESE AREAS OF EXCAVATION SHALL BE BACKFILLED IMMEDIATELY AND SHALL BE BROUGHT BACK TO THE ELEVATION OF THE SURROUNDING AREAS WITH APPROVED FILL MATERIAL AND IN ACCORDANCE WITH THE EARTH FILL CONSTRUCTION PROCEDURE.
- NEWLY GRADED AREAS SHALL BE PROTECTED FROM THE ACTION OF THE ELEMENTS. ANY SETTLEMENT, DISPLACEMENT, WASHING OR EROSION THAT MAY OCCUR PRIOR TO COMMENCING THE NEXT PHASE OF CONSTRUCTION SHALL BE REPAIRED, AND GRADES REESTABLISHED TO THE REQUIRED ELEVATIONS AND SLOPES.
- THE FINISHED SUBGRADE SURFACE SHALL BE SHAPED TO INDICATED PROFILES AND SHALL BE REASONABLY SMOOTH AND FREE FROM IRREGULAR SURFACE CHANGES AND SHALL BE NO MORE THAN 1 INCH ABOVE OR BELOW THE INDICATED SUBGRADE ELEVATIONS.
- THE GRADING CONTRACTOR SHALL BACKFILL ALL PARKING LOT PLANTERS AND LAWN AREAS TO WITHIN 2 INCHES OF THE TOP ADJACENT CURB GRADES. THE TOP 4 INCHES MINIMUM SHALL BE TOPSOIL, FREE FROM DEBRIS AND STONES LARGER THAN 1 INCH IN DIAMETER.
- THE CONTRACTOR SHALL PROVIDE ALL NECESSARY PUMPS, DITCHING, WELL POINT SYSTEMS AND OTHER MEANS FOR REMOVING WATER FROM EXCAVATIONS, TRENCHES, SUBGRADES AND OTHER PARTS OF THE WORK. THE CONTRACTOR SHALL CONTINUE DE-WATERING OPERATIONS UNTIL THE WATER HAS BEEN REMOVED ENTIRELY. AFTER COMPLETION OF WATER REMOVAL OPERATIONS THE CONTRACTOR SHALL TAKE APPROPRIATE ACTION TO DRY THE SOILS, REGARD TO PROPOSED ELEVATIONS AND COMPACT SOILS TO THE SATISFACTION OF THE GEOTECHNICAL ENGINEER AND OWNER'S REPRESENTATIVE.
- THE CONTRACTOR SHALL DISPOSE OF WATER IN A SAFE AND SANITARY WAY TO PREVENT FLOODING OR INJURY TO PUBLIC OR PRIVATE PROPERTY AND SHALL OBTAIN APPROVAL AND OBTAIN AUTHORITY BEFORE DISCHARGING RUN-OFF WATER TO THEIR SYSTEM. SEE EROSION CONTROL NOTES FOR ADDITIONAL REQUIREMENTS.
- THE CONTRACTOR SHALL PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING GRADES AND NEW GRADES.

BITUMINOUS PAVING SPECIFICATIONS

- REFERENCE SPECIFICATIONS WHERE APPLICABLE TO WORK UNDER THIS SECTION ARE REFERRED TO BY ABBREVIATION AS FOLLOWS:
 - AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO).
 - THE ASPHALT INSTITUTE (TAI)
 - MICHIGAN DEPARTMENT OF TRANSPORTATION/ CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION (MDOT)
 - AMERICAN SOCIETY FOR TESTING MATERIALS (ASTM)
- AGGREGATE BASE COURSE SHALL MEET THE REQUIREMENTS OF SECTION 902 OF THE MDOT STANDARD SPECIFICATION FOR CONSTRUCTION AND SHALL CONSIST OF 21AA CRUSHED AGGREGATE. THE USE OF SLAG IS PROHIBITED.
- TACK COAT SHALL BE EMULSIFIED ASPHALT MEETING REQUIREMENTS OF MDOT SECTION 904, GRADE CSS-1H.
- AGGREGATE SHALL CONSIST OF CRUSHED STONE, CRUSHED GRAVEL, A MIXTURE OF UNCRUSHED GRAVEL WITH EITHER CRUSHED STONE OR CRUSHED GRAVEL, OR OTHER INERT MATERIAL HAVING SIMILAR CHARACTERISTICS. IT SHALL BE COMPOSED OF CLEAN, TOUGH, DURABLE FRAGMENTS FROM AN EXCESS OF FLAT OR ELONGATED PIECES, AND SHALL BE FREE OF ORGANIC MATTER AND DELETERIOUS SUBSTANCES AND MEET THE REQUIREMENTS OF MDOT STANDARD SPECIFICATIONS, SECTION 902, 21AA. CONTRACTOR MAY USE CRUSHED HMA AGGREGATE SCREENED TO MEET THE REQUIREMENTS OF MDOT 21AA MATERIAL.
- FINE AGGREGATE SHALL BE WELL GRADED FROM COARSE TO FINE AND CONSIST OF NATURAL SAND, STONE SCREENINGS, OR A BLEND OF NATURAL SAND AND STONE SCREENINGS. IT SHALL BE COMPOSED OF ROUGH SURFACED AND ANGULAR GRAINS OF QUARTZ OR OTHER HARD DURABLE ROCK AND MEET THE REQUIREMENTS OF MDOT STANDARD SPECIFICATIONS, SECTION 902 FOR CLASS II OR CLASS III GRANULAR MATERIAL. CONTRACTOR MAY USE CRUSHED HMA AGGREGATE SCREENED TO MEET THE REQUIREMENTS OF MDOT CLASS II OR CLASS II MATERIAL.
- ASPHALT CEMENT SHALL COMPLY WITH THE REQUIREMENTS OF MDOT SECTION 904.
- HOT MIXED ASPHALT (HMA) SHALL COMPLY WITH MDOT SECTION 501 OF STANDARD SPECIFICATIONS FOR CONSTRUCTION.
- BITUMINOUS LEVELING COURSE SHALL BE MDOT HMA, 13A, UNLESS OTHERWISE REQUIRED BY THE MUNICIPALITY OR ROAD AGENCY WITH JURISDICTION.
- BITUMINOUS WEARING COURSE SHALL BE MDOT HMA, 36A UNLESS OTHERWISE REQUIRED BY THE MUNICIPALITY OR ROAD AGENCY WITH JURISDICTION. THE CONTRACTOR MAY SUBSTITUTE 13A WITH THE APPROVAL OF THE OWNER AND ENGINEER.
- THE CONTRACTOR SHALL SUBMIT, TO THE OWNER, TWO COPIES OF MATERIALS CERTIFICATES SIGNED BY MATERIAL PRODUCER AND CONTRACTOR. CERTIFICATES SHALL STATE THAT EACH MATERIAL ITEM MEETS SPECIFIED REQUIREMENTS.
- THE CONTRACTOR SHALL SUBMIT TO THE GEOTECHNICAL ENGINEER, JOB-MIX FORMULAS FOR EACH REQUIRED ASPHALT AGGREGATE MIXTURE. JOB DESIGNS SHALL BE WITHIN ALLOWABLE TOLERANCES AS SPECIFIED BY MDOT FOR THE PARTICULAR APPLICATION.
- SUBGRADE PREPARATIONS SHALL CONSIST OF THE FINAL MACHINING OF THE SUBGRADE IMMEDIATELY PRIOR TO PLACING THE BITUMINOUS BASE COURSE. THE SUBGRADE SHALL BE COMPACTED PER PLANS AND DETAILS. THE SUBGRADE SHALL BE TRUE TO LINE AND GRADE.
- CRUSHED AGGREGATE BASE COURSE SHALL BE COMPACTED TO A DENSITY EQUAL TO AT LEAST 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557 (MODIFIED PROCTOR).
- BITUMINOUS CONCRETE PAVEMENT CONSTRUCTION METHODS SHALL CONFORM TO APPLICABLE PORTIONS OF SECTION 501 OF THE MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.
- THE CONTRACTOR SHALL NOT PLACE THE AGGREGATE BASE COURSE OR THE BITUMINOUS BASE COURSE PRIOR TO THE APPROVAL OF THE SUBGRADE BY THE GEOTECHNICAL ENGINEER.
- EACH LIFT AND COURSE OF BITUMINOUS CONCRETE SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER, PRIOR TO THE PLACEMENT OF A SUCCEEDING COURSE OR LIFT.
- APPLY BITUMINOUS TACK COATS ONLY WHEN TEMPERATURE HAS NOT BEEN BELOW 35 DEGREES F. FOR 12 HOURS IMMEDIATELY PRIOR TO APPLICATION. CONSTRUCT BITUMINOUS CONCRETE WEARING COURSE ONLY WHEN ATMOSPHERIC TEMPERATURE IS ABOVE 40-DEGREES F AND RISING, AND PROCEEDING COURSE OR LIFT IS CLEAN AND DRY. BASE COURSE MAY BE LAID WHEN TEMPERATURE IS ABOVE 35 DEGREES F. AND RISING AND APPROVED BY THE GEOTECHNICAL ENGINEER.
- THE BITUMINOUS CONCRETE SHALL BE TRANSPORTED FROM THE MIXING PLANT TO THE POINT OF USE IN VEHICLES CONFORMING TO THE REQUIREMENTS OF SECTION 501 OF THE MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION. DELIVERIES SHALL BE SCHEDULED SO THAT SPREADING AND ROLLING OF ALL BITUMINOUS CONCRETE PREPARED FOR ONE DAY'S RUN CAN BE COMPLETED DURING DAYLIGHT, UNLESS ADEQUATE ARTIFICIAL LIGHTING IS PROVIDED. HAULING OVER FRESHLY PLACED BITUMINOUS MAT SHALL NOT BE PERMITTED UNTIL THE BITUMINOUS CONCRETE HAS BEEN COMPACTED, AS SPECIFIED, AND ALLOWED TO COOL TO ATMOSPHERIC TEMPERATURE.
- UPON ARRIVAL, THE BITUMINOUS CONCRETE SHALL BE SPREAD TO A THICKNESS NOT TO EXCEED 3-INCHES AND TO THE FULL WIDTH BY AN APPROVED BITUMINOUS PAVER. IT SHALL BE STRUCK OFF IN A UNIFORM LAYER OF SUCH DEPTH THAT, WHEN THE WORK IS COMPLETED, IT SHALL HAVE THE RIGHT THICKNESS AND CONFORM TO THE GRADE AND CONTOUR INDICATED. THE SPEED OF THE PAVER SHALL BE REGULATED TO ELIMINATE PULLING AND TEARING OF THE BITUMINOUS MAT. UNLESS OTHERWISE SPECIFIED, THE WEIGHTS OF THE BITUMINOUS CONCRETE SHALL BEGIN ALONG THE CENTERLINE OF A CROWNED SECTION OR ON THE HIGH SIDE OF AREAS WITH A ONE-WAY SLOPE. THE BITUMINOUS CONCRETE SHALL BE PLACED IN CONSECUTIVE ADJACENT STRIPS HAVING A MINIMUM WIDTH OF 10 FEET, EXCEPT WHERE EDGE LANES REQUIRE LESS WIDTH TO COMPLETE THE AREA. TRANSVERSE JOINTS IN ADJACENT LANES SHALL BE OFFSET A MINIMUM OF 10 FEET. WHERE POSSIBLE, JOINTS SHALL BE LOCATED AT THE LANE EDGES.
- ON AREAS WHERE IRREGULARITIES OR UNAVOIDABLE OBSTACLES MAKE THE USE OF MECHANICAL SPREADING AND FINISHING EQUIPMENT IMPRACTICAL, THE BITUMINOUS CONCRETE MAY BE SPREAD AND RAKED BY HAND TOOLS.
- THE BITUMINOUS CONCRETE SHALL BE PLACED AT A TEMPERATURE OF NOT LESS THAN 250 NOR HIGHER THAN THE RECOMMENDED TEMPERATURE OF THE BINDER PRODUCER OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER.
- THE BITUMINOUS CONCRETE MIXTURE SHALL BE THOROUGHLY AND UNIFORMLY COMPACTED BY ROLLING. THE SURFACE SHALL BE ROLLED WHEN THE BITUMINOUS MAT HAS ATTAINED SUFFICIENT STABILITY SO THAT THE ROLLING DOES NOT CAUSE UNDUCE DISPLACEMENT, CRACKING AND SHOVING. THE SEQUENCE OF ROLLING OPERATIONS SHALL BE AT THE DISCRETION OF THE CONTRACTOR.
- THE SPEED OF THE ROLLER SHALL, AT ALL TIMES, BE SUFFICIENTLY SLOW TO AVOID DISPLACEMENT OF THE HOT BITUMINOUS CONCRETE. ANY DISPLACEMENT OCCURRING AS A RESULT OF REVERSING DIRECTION OF THE ROLLER, OR FROM ANY OTHER CAUSE, SHALL BE CORRECTED AT ONCE.
- SUFFICIENT ROLLERS SHALL BE FURNISHED TO HANDLE THE OUTPUT OF THE PLANT. ROLLING SHALL CONTINUE UNTIL ALL ROLLER MARKS ARE ELIMINATED, THE SURFACE IS OF UNIFORM TEXTURE AND TRUE TO GRADE AND CROSS-SECTION, AND THE REQUIRED FILL DENSITY IS OBTAINED.
- TACK COAT SHALL BE APPLIED TO THE SURFACE OF PREVIOUS LIFTS AND COURSES OF BITUMINOUS CONCRETE AND TO SURFACES ABUTTING OR PROJECTING INTO THE BITUMINOUS CONCRETE.
- IMMEDIATELY BEFORE PLACING A SUCCEEDING LIFT OR COURSE OF BITUMINOUS CONCRETE THE PRECEDING LIFT OR COURSE SHALL BE CLEARED OF ANY DEBRIS OR STANDING WATER BY APPROPRIATE METHODS.
- TO PREVENT ADHESION OF THE BITUMINOUS CONCRETE TO THE ROLLER, THE WHEELS SHALL BE KEPT PROPERLY MOISTENED, BUT EXCESSIVE WATER WILL NOT BE PERMITTED.
- IN AREAS NOT ACCESSIBLE TO THE ROLLER, THE BITUMINOUS CONCRETE SHALL BE THOROUGHLY COMPACTED WITH HOT HAND TAMPERS.
- ANY BITUMINOUS CONCRETE THAT BECOMES LOOSE AND BROKEN, MIXED WITH DIRT, OR IN ANY WAY DEFECTIVE SHALL BE REMOVED AND REPLACED WITH FRESH HOT BITUMINOUS CONCRETE AND IMMEDIATELY COMPACTED TO CONFORM TO THE SURROUNDING AREA. THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE. SKIN PATCHING SHALL NOT BE ALLOWED.
- THE CONTRACTOR SHALL PROVIDE AT LEAST TWO ROLLERS FOR EACH PAYER OPERATING ON THE WORK. THE CONTRACTOR SHALL USE ADDITIONAL ROLLERS AS REQUIRED TO OBTAIN THE SPECIFIED PAVEMENT DENSITY.

BITUMINOUS PAVING SPECIFICATIONS, CONTINUED

- THE CONTRACTOR SHALL CAREFULLY MAKE JOINTS BETWEEN OLD AND NEW PAVEMENTS, OR BETWEEN SUCCESSIVE DAYS' WORK, TO ENSURE A CONTINUOUS BOND BETWEEN ADJOINING WORK. CONTRACT JOINTS TO HAVE THE SAME TEXTURE, DENSITY AND SMOOTHNESS AS OTHER SECTIONS. IF THE BITUMINOUS CONCRETE COURSE, THE CONTRACTOR SHALL CLEAN CONTACT SURFACES OF SAND, DIRT, OR OTHER OBJECTIONABLE MATERIAL AND APPLY TACK COAT BEFORE MAKING THE JOINT.
 - THE CONTRACTOR SHALL TEST THE FINISHED SURFACE OF EACH BITUMINOUS CONCRETE COURSE FOR SMOOTHNESS, USING A 10 FOOT STRAIGHTEDGE APPLIED PARALLEL WITH AND AT RIGHT ANGLES TO CENTERLINE OF PAVED AREA. A SURFACE SHALL NOT BE ACCEPTABLE IF EXCEEDING THE FOLLOWING TOLERANCES FOR SMOOTHNESS.
 - LEVELING COURSE SURFACE: 1/4 INCH, PLUS OR MINUS 1/4 INCH.
 - SURFACE COURSE: 1/4 INCH
 - THE CONTRACTOR SHALL TEST CROWNED SURFACES WITH A CROWN TEMPLATE, CENTERED AND AT RIGHT ANGLES TO THE CROWN. SURFACES WILL NOT BE ACCEPTABLE IF THE FINISHED CROWN SURFACES VARY MORE THAN 1/4 INCH FROM THE CROWN TEMPLATE.
 - AFTER FINAL ROLLING, THE CONTRACTOR SHALL NOT PERMIT VEHICULAR TRAFFIC ON THE BITUMINOUS CONCRETE PAVEMENT UNTIL IT HAS COOLED AND HARDENED, AND IN NO CASE SOONER THAN SIX HOURS OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER.
 - THE AGGREGATE BASE MUST EXTEND A MINIMUM OF 1' BEHIND THE BACK-OF-CURB OR BEYOND EDGE OF PAVEMENT WHEN NO CURB IS PROPOSED.
- ### CONCRETE CURB, SIDEWALK AND PAVEMENT SPECIFICATIONS
- THESE SPECIFICATIONS SHALL GOVERN THE CONSTRUCTION OF ALL PAVEMENTS, CURB AND GUTTER, SIDEWALKS, SERVICE WALKS, DRIVEWAY APPROACHES, AND LOADING DOCK AREAS, AS INDICATED ON THE DRAWINGS.
 - REFERENCE SPECIFICATIONS WHERE APPLICABLE TO WORK UNDER THIS SECTION ARE REFERRED BY ABBREVIATION AS FOLLOWS:
 - AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO).
 - AMERICAN CONCRETE INSTITUTE (ACI)
 - MICHIGAN DEPARTMENT OF TRANSPORTATION/ CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION (MDOT)
 - AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
 - THE FINE AGGREGATE SHALL MEET ALL REQUIREMENTS OF SECTION 902 OF MDOT SPECIFICATIONS FOR 21A2 NATURAL SAND.
 - THE COARSE AGGREGATE SHALL MEET ALL REQUIREMENTS OF SECTION 902 OF M.D.O.T. SPECIFICATIONS FOR 6A4 COARSE AGGREGATE.
 - THE CONTRACTOR SHALL SUBMIT, TO THE OWNER, TWO COPIES OF MATERIALS CERTIFICATES SIGNED BY MATERIAL PRODUCER AND CONTRACTOR. CERTIFICATES SHALL STATE THAT EACH MATERIAL ITEM MEETS SPECIFIED REQUIREMENTS.
 - THE CONTRACTOR SHALL SUBMIT TO THE GEOTECHNICAL ENGINEER, JOB MIX-FORMULAS FOR EACH REQUIRED CEMENT-AGGREGATE MIXTURE. JOB DESIGNS SHALL BE WITHIN ALLOWABLE TOLERANCES AS SPECIFIED FOR THE PARTICULAR APPLICATION.
 - CONCRETE MIX SHALL BE AIR-ENTRAINED AND PROPORTIONED TO PROVIDE THE FOLLOWING:
 - COMPRESSIVE STRENGTH AT 28 DAYS: 3500 PSI MIN. OR AS INDICATED ON PLANS.
 - TOTAL AIR CONTENT BY VOLUME: 5% TO 8%.
 - SLUMP 3 INCH MAXIMUM, OR AS INDICATED ON PLANS.
 - THE CONTRACTOR SHALL AT HIS EXPENSE FURNISH SAMPLES OF FRESH CONCRETE AND PROVIDE SAFE AND SATISFACTORY FACILITIES FOR OBTAINING THE SAMPLES.
 - CONSTRUCT CONCRETE CURBING ONLY WHEN GROUND TEMPERATURE IS ABOVE 35 DEGREES F. AND BASE IS DRY.
 - ALL CEMENT USED IN CURB CONSTRUCTION SHALL BE PORTLAND CEMENT, TYPE I OR IA ASTM C-150.
 - WATER USED IN CONCRETE SHALL MEET THE REQUIREMENTS OF MDOT SECTION 911.
 - AIR ENTRAINING ADMIXTURE SHALL BE SELECTED FROM THE MDOT QUALIFIED PRODUCTS LIST.
 - ALL READY-MIXED CONCRETE SUPPLIERS MUST BE APPROVED BY THE OWNER AND THE CURRENT REQUIREMENTS OF THE NATIONAL READY MIX CONCRETE ASSOCIATION (NRMAA). IF REQUESTED BY THE OWNER, SUBMIT A WRITTEN DESCRIPTION OF PROPOSED READY-MIXED CONCRETE MANUFACTURER, GIVING QUALIFICATIONS OF PERSONAL, LOCATION OF BATCHING PLANT, LIST OF PROJECTS SIMILAR IN SCOPE OF SPECIFIED WORK, AND OTHER INFORMATION AS MAY BE REQUESTED BY THE OWNER.
 - THE CONTRACTOR SHALL SUBMIT A STATEMENT OF PURCHASE FOR READY-MIXED CONCRETE. PRIOR TO ACTUAL DELIVERY OF CONCRETE, SUBMIT TO THE GEOTECHNICAL ENGINEER FOUR COPIES OF STATEMENT OF PURCHASE, GIVING THE DRY WEIGHTS OF CEMENT AND SATURATED SURFACE DRY WEIGHTS OF FINE AND COARSE AGGREGATES AND QUANTITIES, TYPE AND NAME OF ADMIXTURES (IF ANY) AND OF WATER PER CU.YD., THAT WILL BE USED IN THE MANUFACTURE OF THE CONCRETE. THE CONTRACTOR SHALL ALSO FURNISH EVIDENCE SATISFACTORY TO THE GEOTECHNICAL ENGINEER THAT THE MATERIALS TO BE USED AND PROPORTIONS SELECTED WILL PRODUCE CONCRETE OF THE QUALITY SPECIFIED. WHATEVER STRENGTHS ARE OBTAINED, THE QUANTITY OF CEMENT USED SHALL NOT BE LESS THAN THE MINIMUM SPECIFIED.
 - READY-MIXED CONCRETE DELIVERY TICKETS: SUBMIT ONE COPY OF EACH DELIVERY TICKET TO THE GEOTECHNICAL ENGINEER AND CONTRACTOR IN ACCORDANCE WITH SECTION 16 OF ASTM C94.
 - READY-MIXED CONCRETE SHALL BE BATCHED, MIXED AND TRANSPORTED IN ACCORDANCE WITH ASTM C94, AND COMPLY WITH ACI 304 "RECOMMENDED PRACTICE FOR MEASURING, MIXING, TRANSPORTING AND PLACING CONCRETE," EXCEPT AS OTHERWISE SPECIFIED HEREIN.
 - READY-MIXED CONCRETE SHALL BE MIXED AND DELIVERED TO THE POINT OF DISCHARGE AT THE JOB BY MEANS OF A READY MIX CONCRETE TRUCK.
 - NO WATER FROM THE TRUCK WATER SYSTEM OR ELSEWHERE SHALL BE ADDED AFTER THE INITIAL INTRODUCTION OF THE MIXING WATER FOR THE BATCH. UNDER NO CIRCUMSTANCES SHALL WATER BE ADDED TO THE MIXTURE AFTER IT HAS EXCEEDED NOR SHALL THE SLUMP EXCEED THE MAXIMUM SPECIFIED.
 - DISCHARGE OF THE CONCRETE SHALL BE COMPLETED WITHIN 1-1/2 HOURS OR BEFORE THE DRUM HAS REVOLVED 300 REVOLUTIONS, WHICHEVER COMES FIRST, AFTER THE INTRODUCTION OF THE MIXING WATER TO THE CEMENT AND AGGREGATES OR THE INTRODUCTION OF THE CEMENT TO THE AGGREGATES.
 - IN HOT WEATHER (AIR TEMPERATURE 80-DEGREES F. AND ABOVE) OR UNDER CONDITIONS CONTRIBUTING TO QUICK STIFFENING OF CONCRETE, THE TIME SHALL BE REDUCED TO ONE HOUR.
 - CONCRETE DELIVERED IN COLD WEATHER (AIR TEMPERATURE 45-DEGREES F. AND LOWER) SHALL HAVE A TEMPERATURE NOT LESS THAN 60-DEGREES F. AT THE POINT OF DISCHARGE AT THE JOB, AND IN COMPLIANCE WITH ACI 306R "COLD WEATHER CONCRETING", CONCRETE PLACING WILL NOT BE PERMITTED WHEN THE AIR TEMPERATURE IS 35-DEGREES F. OR LOWER.
 - CONCRETE DELIVERED UNDER HOT WEATHER CONDITIONS CONTRIBUTING TO QUICK STIFFENING OF CONCRETE, OR IN AIR TEMPERATURE OF 80-DEGREES F. AND OVER, SHALL HAVE A TEMPERATURE BETWEEN 60- AND 80-DEGREES F. AT THE POINT OF DISCHARGE AT THE JOB, AND IN ACCORDANCE WITH ACI 305R "HOT WEATHER CONCRETING".
 - IN NO CASE SHALL THE MIXER OR TRUCK BE FLUSHED OUT ONTO THE STREET IN PAVEMENT, IN A CATCH BASIN OR SEWER MANHOLE, OR IN ANY PUBLIC RIGHT-OF-WAY. SEE SOIL EROSION CONTROL PLAN FOR CONCRETE WASHOUT LOCATION.
 - REINFORCEMENT BARS SHALL BE PER MDOT SECTION 905.
 - TIE WIRE SHALL BE BLACK, ANNEALED STEEL WIRE, NOT LESS THAN 16 GAUGE.

CONCRETE CURB, SIDEWALK AND PAVEMENT SPECIFICATIONS, CONTINUED

- BAR SUPPORTS SHALL CONFORM TO THE BAR SUPPORT SPECIFICATIONS CONTAINED IN CONCRETE REINFORCING STEEL INSTITUTE'S (CRS) "MANUAL OF STANDARD PRACTICE." PROVIDE CHAIRS, SPACERS AND OTHER DEVICES SUITABLE FOR PROPER SPACING SUPPORTING AND FASTENING REINFORCING BARS.
- WHEN FORMS ARE USED AND THE CURB RADIUS IS LESS THAN 200 FEET, THE CURVED ALIGNMENT SHALL BE PROVIDED FOR BY EITHER STANDARD STEEL FORMS EQUIPPED WITH FLEXIBLE LINES OR BY FLEXIBLE FORMS. THE FORMS SHALL BE OF THE FULL DEPTH OF THE SECTION. CURB AND GUTTER FORMS SHALL BE SO CONSTRUCTED AS TO PERMIT THE INSIDE OF THE FORMS TO BE SECURELY FASTENED TO THE OUTSIDE FORMS.
- ALL NEW CURB SHALL BE PLACED ONLY ON A PREPARED SUBGRADE, SMOOTH AND LEVELED TO THE GRADES ESTABLISHED BY THE ENGINEER.
- COMPACT AND CUT-TO-GRADE SUBGRADE UNDER FORMS SO THAT FORMS WHEN SET WILL BE UNIFORMLY SUPPORTED FOR THE ENTIRE LENGTH. SECURELY STAKE AND BRACE OR TIE THE FORMS TO PREVENT LEAKAGE OF MORTAR. BRACING WITH EARTH WILL NOT BE PERMITTED.
- COAT SURFACES OF FORMS TO BE IN CONCRETE WITH A LIGHT CLEAR PARAFFIN OIL OR PARTING COMPOUND WHICH WILL NOT STAIN THE CONCRETE.
- THE INTERIOR SURFACES OF CONCRETE CONVEYING EQUIPMENT SHALL BE MAINTAINED FREE OF HARDENED CONCRETE, DEBRIS, WATER, SNOW, ICE AND OTHER DELETERIOUS MATERIALS.
- CURBING MAY BE CONSTRUCTED EITHER BY USE OF FORMS OR BY A MECHANICAL CURB AND GUTTER PAYER, PROVIDED THE REQUIRED FINISH, AND CROSS-SECTION, AND CURB RADIUS ARE OBTAINED. FORMS SHALL BE CONSTRUCTED TO PROVIDE ONE COURSE MONOLITHIC STRUCTURE WITHOUT THE USE OF FORM TOPPING OR SAND-CEMENT DRIER. CONCRETE SHALL BE SPADED OR VIBRATED SUFFICIENTLY TO ENSURE SATISFACTORY CONSOLIDATION.
- PROVIDE REINFORCEMENT FOR CONCRETE CURB AS SHOWN ON THE DRAWINGS. REINFORCEMENT SHALL BE KEPT CLEAN AND FREE FROM OBJECTIONABLE RUST. BENDS OR KINKS IN REINFORCING BARS SHALL BE CORRECTED BEFORE PLACING. ALL REINFORCEMENT SHALL BE ACCURATELY LOCATED IN FORMS AND SECURELY HELD IN PLACE BEFORE AND DURING CONCRETE PLACING, BY SUPPORTS ADEQUATE TO PREVENT DISPLACEMENT DURING THE COURSE OF CONSTRUCTION.
- THE CONCRETE CURB SURFACE SHALL BE STRUCK OFF THE REQUIRED CROSS-SECTION WITH A TEMPLATE. AFTER THE CONCRETE CURB HAS BEEN FLOATED TO AN EVEN SURFACE, THE CONTRACTION JOINT SHALL BE CUT AND ALL SLAB EDGES ROUNDED WITH A 1/2 INCH RADIUS EDGING TOOL THAT WILL FINISH TO A WIDTH OF 2 INCHES. AFTER THE CONCRETE HAS SLIGHTLY SET, A BROOM SHALL BE BRUSHED LIGHTLY ACROSS THE SURFACE PARALLEL TO FORMS SO AS TO IMPART A ROUGH FINISH.
- CONTRACTION JOINTS SHALL BE CUT IN CONCRETE CURBING AT MINIMUM 10' INTERVALS. THE JOINT SHALL CUT 1/4 INCH WIDE BY 1/3 THE DEPTH OF THE CONCRETE CURB SECTION. JOINTS SHALL ALSO BE LOCATED ADJACENT TO CURB DROPS.
- ISOLATION JOINTS SHALL BE PLACED IN CURBING AT TANGENT POINTS IN CURB RETURNS AT INTERSECTIONS, AT BOTH SIDES OF STRUCTURES LOCATED IN THE CURB AND IN CURBING AT INTERVALS NOT EXCEEDING 400 FEET. ISOLATION JOINTS SHALL BE 1" THICK PRE-FORMED JOINT FILLER STRIPS. THE STRIPS SHALL EXTEND THE FULL DEPTH OF THE CONCRETE CURB SECTION. ISOLATION JOINTS SHALL BE PLACED IN CURB AT THE END OF EACH DAYS POUR AND WHEN ABUTTING PREVIOUSLY POURED CURB.
- THE CURING COMPOUND SHALL BE A WHITE PARAFIN BASED COMPOUND SELECTED FROM MDOT'S QUALIFIED PRODUCTS LIST APPLIED AT 200 SQ.FT./GAL.
- ALL CONTRACTION JOINTS IN CONCRETE CURB SECTIONS SHALL BE SEALED WITH EITHER HOT POURED JOINT SEALER OR COLD WEATHER JOINT SEALER.
- SLIGHTLY UNDERFILL JOINT GROOVE WITH JOINT SEALER TO PREVENT EXTRUSION OF THE SEALER AND THE EXCESS JOINT SEALER MATERIALS AS SOON AFTER SEALING AS POSSIBLE.
- FRESHLY PLACED CONCRETE SHALL BE PROTECTED AS REQUIRED TO MAINTAIN THE TEMPERATURE OF THE CONCRETE AT NOT LESS THAN 50 DEGREES F. NOR MORE THAN 80 DEGREES F. AND IN A MOIST CONDITION CONTINUOUSLY FOR THE PERIOD OF CURING. FOR THE PROTECTION THEREOF AS REQUIRED TO MAINTAIN THE TEMPERATURE OF THE CONCRETE DURING CURING SHALL BE AS UNIFORM AS POSSIBLE AND SHALL NOT EXCEED 5 DEGREES F. IN ANY ONE HOUR, NOR 50 DEGREES F. IN ANY 24 HOUR PERIOD.
- COLD WEATHER PROTECTION: WHEN THE TEMPERATURE OF THE ATMOSPHERE IS 40-DEGREES F. AND BELOW, THE CONCRETE SHALL BE PROTECTED BY HEATING, INSULATION, COVERING, OR A COMBINATION OF THEREOF AS REQUIRED TO MAINTAIN THE TEMPERATURE OF THE CONCRETE AT OR ABOVE 50-DEGREES F. AND IN A MOIST CONDITION CONTINUOUSLY FOR THE CONCRETE CURING PERIOD. COLD WEATHER PROTECTION SHALL MEET THE REQUIREMENTS OF ACI 306R "COLD WEATHER CONCRETING".
- HOT WEATHER PROTECTION: WHEN THE TEMPERATURE OF THE ATMOSPHERE IS 90-DEGREES F. AND ABOVE, OR DURING OTHER CLIMATIC CONDITIONS WHICH WILL CAUSE TOO RAPID DRYING OF THE CONCRETE, THE CONCRETE SHALL BE PROTECTED BY WINDBREAKS, SHADING, FOG SPRAYING LIGHT COLORED MOISTURE RETAINING CURING, OR A COMBINATION OF THEREOF AS REQUIRED TO MAINTAIN THE TEMPERATURE OF THE CONCRETE BELOW 80-DEGREE F. AND IN A MOIST CONDITION CONTINUOUSLY FOR THE CONCRETE CURING PERIOD. HOT WEATHER PROTECTION SHALL MEET THE REQUIREMENTS OF ACI 305R "HOT WEATHER CONCRETING".
- ALL FORMS, RAILS AND STAKES SHALL BE REMOVED WITHIN 24 HOURS AFTER PLACING THE CURB. EXPOSED EDGES OF CONCRETE SHALL BE IMMEDIATELY BACKFILLED OR SPRAYED WITH CURING COMPOUND.
- AFTER COMPLETION OF CONCRETE CURBING IN AN AREA, REMOVE ALL WEATHER PROTECTION MATERIALS, RUBBISH AND DEBRIS RESULTING FROM SPECIFIED WORK, SWEEP CONCRETE CURBS CLEAN, AND SEAL JOINTS.
- ALL CEMENT USED IN SIDEWALK CONSTRUCTION SHALL BE PORTLAND CEMENT, TYPE I OR IA ASTM C-150.
- ALL NEW WALKS AND CONCRETE PAVEMENTS SHALL BE PLACED ONLY ON A PREPARED SUBGRADE, SMOOTHED AND LEVELED TO THE GRADES ESTABLISHED BY THE ENGINEER. IN HOT WEATHER, THE SUBGRADE SHALL BE CURED 2-4 HOURS BELOW THE SIDEWALK BASE AND FILLED WITH APPROVED SAND MEETING MDOT CLASS II, SAND DESIGNATION.
- CONSTRUCT CONCRETE SURFACE COURSE ONLY WHEN GROUND TEMPERATURE IS ABOVE 35 DEGREES F. AND BASE IS DRY.
- SIDEWALKS SHALL PITCH TOWARD THE STREET OR AWAY FROM BUILDINGS WITH A MAXIMUM CROSS SLOPE OF 1/4-INCH PER FOOT OF WIDTH AND A MINIMUM CROSS SLOPE OF 1/8-INCH PER FOOT OF WIDTH. CROSS SLOPE DIRECTION TRANSITIONS SHALL BE ACCOMPLISHED IN LENGTHS OF 10 FEET OR LESS.
- PRIOR TO PLACING THE CONCRETE, ALL DEBRIS, STONES, DIRT, ETC., SHALL BE REMOVED FROM THE SUBGRADE. THE SUBGRADE SHALL BE MOISTENED WITH WATER IN SUCH A MANNER AS TO THOROUGHLY WET THE MATERIAL WITHOUT FORMING PUDDLES OR POCKETS OF WATER. NO CONCRETE SHALL BE PLACED ON FROZEN SUBGRADE.
- FORMS SHALL BE METAL OR WOOD AND OF AN APPROVED SECTION. THEY SHALL BE STRAIGHT, FREE FROM DISTORTION AND SHALL SHOW NO VERTICAL VARIATION GREATER THAN 1/4 INCH IN 10-FOOT LENGTHS FROM THE TRUE PLANE SURFACE ON THE TOP OF THE FORMS WHEN TESTED WITH A 10-FOOT STRAIGHTEDGE, AND SHALL SHOW NO LATERAL VARIATION GREATER THAN 1/4-INCH IN 10-FEET FROM THE TRUE PLANE SURFACE OF THE LATERAL FACE OF THE FORM WHEN TESTED WITH A 10-FOOT STRAIGHTEDGE. THEY SHALL BE OF THE DEPTH SPECIFIED FOR THE SIDEWALK, OR CONCRETE PAVEMENT PER PLANE AND DETAILS, AND BE SECURELY HELD IN PLACE AND TRUE TO LINE AND GRADE.
- THE CONCRETE SHALL BE DEPOSITED CONTINUOUSLY IN THE FORMS IN SUCH A MANNER AS TO AVOID SEGREGATION AND IT SHALL BE THOROUGHLY TAMPED OR VIBRATED SO THAT THE FORMS ARE ENTIRELY FILLED AND THE CONCRETE THOROUGHLY CONSOLIDATED. THE SLABS SHALL BE PLACED IN SECTIONS OR BLOCKS IN ONE OPERATION AS A MONOLITH.
- THE CONCRETE SURFACE SHALL BE STRUCK OFF TO A PLANE SURFACE WITH A STRAIGHTEDGE. AFTER THE CONCRETE HAS BEEN FLOATED TO AN EVEN SURFACE, THE CONTRACTION JOINT SHALL BE CUT AT ALL SLAB EDGES ROUNDED WITH A 1/2-INCH RADIUS EDGING TOOL THAT WILL FINISH TO A WIDTH OF 2 INCHES. AFTER THE CONCRETE HAS SLIGHTLY SET, A BROOM SHALL BE BRUSHED LIGHTLY ACROSS THE SURFACE AT RIGHT ANGLES TO FORMS SO AS TO IMPART A ROUGH FINISH.
- CONTRACTION JOINTS SHALL BE PLACED AT RIGHT ANGLES TO THE EDGE OF THE SIDEWALK PAVEMENT AND TO THE SURFACE OF THE SIDEWALK. CONTRACTION JOINTS AT A DEPTH OF AT LEAST 1/4 THE SLAB THICKNESS WITH A MINIMUM DEPTH OF 1-1/4-INCHES FOR SIDEWALKS AND 3-INCHES FOR CONCRETE PAVEMENT SLABS.
- CONTRACTION JOINTS IN SIDEWALKS SHALL BE SPACED AT A MINIMUM OF EVERY 5- FEET IN 4" SIDEWALK, OR 8- FEET IN 6" SIDEWALK, OR AS SHOWN ON THE PLANS.

CONCRETE CURB, SIDEWALK AND PAVEMENT SPECIFICATIONS, CONTINUED

- ISOLATION PAPERS SHALL BE OF THE PRE-MOLDED, NON-EXTRUDING, ASPHALT IMPREGNATED TYPE, NOT LESS THAN 1/2-INCH THICK. THE LENGTH SHALL BE EQUAL TO THE WIDTH OF THE SLAB, AND THE DEPTH EQUAL TO THE THICKNESS OF THE SLAB PLUS 1-INCH.
 - ISOLATION JOINTS SHALL BE PLACED AT THE FOLLOWING LOCATION FOR SIDEWALKS AND CONCRETE PAVEMENTS:
 - AT THE BACK OF THE CURB AND FRONT EDGE OF THE SIDEWALKS AND PAVEMENT SLABS ADJACENT TO EACH DRIVEWAY APPROACH AND SERVICE WALK.
 - AT INTERVALS NOT TO EXCEED 50- FEET IN ALL PUBLIC SIDEWALKS.
 - AT THE BACK OF THE CURB WHERE THE RAMPS EXTEND FROM THE KEY FLAG TO THE PAVEMENT.
 - BETWEEN THE KEY FLAG AND THE RAMP IN ALL CASES, EXCEPT WHERE THERE ARE EXISTING EXPANSION JOINTS AT THE INTERSECTIONS OF THE SIDEWALKS AND THE KEY FLAG.
 - AT ANY PLACE WHERE A SIDEWALK OR CONCRETE PAVEMENT ABUTS A BUILDING OR FIXED STRUCTURE.
 - AT ANY OTHER LOCATIONS INDICATED ON THE PLAN.
 - CONTRACTION JOINTS IN THE CONCRETE PAVEMENT WILL BE AS FOLLOWS:
 - TRANSVERSE JOINTS SHALL BE AT MAXIMUM 10-FOOT INTERVALS OR AS SHOWN ON PLANS AND DETAILS.
 - LONGITUDINAL JOINTS SHALL BE AT MAXIMUM 12-FOOT INTERVALS OR AS SHOWN ON PLANS AND DETAILS.
 - PRIOR TO APPLYING JOINT SEALER, CLEAN JOINT GROOVE OF FOREIGN MATTER AND LOOSE PARTICLES, AND DRY SURFACE.
- ### TRAFFIC LANE AND PARKING LOT MARKING
- PROVIDE ALL MATERIALS, LABOR, EQUIPMENT, AND SERVICES NECESSARY TO COMPLETE ALL TRAFFIC LANE AND PARKING LOT MARKINGS AS INDICATED IN THE CONSTRUCTION DOCUMENTS.
 - WORK INCLUDES, BUT NOT LIMITED TO PAINTING OF LETTERS, MARKINGS, STRIPES AND ISLANDS ON THE PAVEMENT SURFACE APPLIED IN ACCORDANCE WITH THIS SPECIFICATION AND AT THE LOCATIONS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
 - THE PAINT SHALL MEET THE REQUIREMENTS OF FEDERAL SPECIFICATION TT-P-115C(3), WITH OR WITHOUT REFLECTORIZED BEADS AS REQUIRED ON THE PLANS.
 - COLOR SHALL BE AS SPECIFIED ON THE PLANS OR AS FOLLOWS:
 - TRAFFIC LANE STRIPING SHALL BE WHITE OR YELLOW REFLECTORIZED, AS SHOWN ON THE PLANS.
 - TRAFFIC MARKING AND CURB FACES SHALL BE WHITE UNLESS NOTED OTHERWISE.
 - PARKING LOT STRIPING SHALL BE WHITE, UNLESS NOTED OTHERWISE.
 - HANDICAP STALL STRIPING MEETING CURRENT ADA REQUIREMENTS SHALL BE BLUE UNLESS NOTED OTHERWISE.
 - THE PAINTING SHALL BE PERFORMED ONLY WHEN THE EXISTING SURFACE IS DRY AND CLEAN, AND THE ATMOSPHERIC TEMPERATURE IS AT LEAST 40-DEGREE F. AND WHEN THE WEATHER IS NOT EXCESSIVELY WINDY, DUSTY OR FOGGY AND WHEN RAIN IS NOT FORECASTED FOR AT LEAST 2 HOURS AFTER PAINT IS APPLIED.
 - ALL EQUIPMENT FOR THE WORK SHALL BE APPROVED BY THE CONTRACTOR AND SHALL INCLUDE THE APPARATUS NECESSARY TO PROPERLY CLEAN THE EXISTING SURFACE, A MECHANICAL MARKING MACHINE, AND SUCH AUXILIARY HAND EQUIPMENT AS MAY BE NECESSARY TO SATISFACTORILY COMPLETE THE JOB.
 - THE MECHANICAL MARKER SHALL BE AN APPROVED ATOMIZING SPRAY-TYPE MARKING MACHINE SUITABLE FOR APPLICATION OF TRAFFIC PAINT. IT SHALL PRODUCE AN EVEN AND UNIFORM FILM THICKNESS AT THE REQUIRED COVERAGE AND SHALL BE DESIGNED SO AS TO APPLY MARKINGS OF UNIFORM CROSS-SECTIONS AND CLEAR-CUT EDGES WITHOUT RUNNING OR SPATTERING AND WITHIN THE L LIMITS FOR STRAIGHTNESS SET FORTH HEREIN. WHEN NEEDED, A SPREADER SHALL BE FURNISHED WHICH IS PROPERLY DESIGNED FOR ATTACHMENT TO THE MECHANICAL MARKER AND SUITABLE FOR DISPENSING THE REQUIRED QUANTITY OF REFLECTIVE BEADS.
 - SUITABLE ADJUSTMENTS SHALL BE PROVIDED ON THE SPRAYER/SPRAYERS OF A MACHINE FOR PAINTING THE WIDTH REQUIRED. MULTIPLE PARALLEL PASSES TO PAINT THE REQUIRED WIDTH WILL NOT BE ALLOWED.
 - IMMEDIATELY BEFORE APPLICATION OF THE PAINT, THE EXISTING SURFACE SHALL BE DRY AND ENTIRELY FREE FROM DIRT, GREASE, OIL AGGREGES, DEBRIS, OR OTHER FOREIGN MATTER WHICH WOULD REDUCE THE BOND BETWEEN THE COAT OF PAINT AND THE PAVEMENT. THE SURFACE SHALL BE THOROUGHLY CLEANED BY SWEEPING AND BLOWING AS REQUIRED TO REMOVE ALL DIRT, DEBRIS AND LOOSE MATERIALS. AREAS WHICH CANNOT BE SATISFACTORILY CLEANED BY BROOMING AND BLOWING SHALL BE SCRUBBED AS DIRECTED WITH A WATER SOLUTION OF TRI-SODIUM PHOSPHATE (10% BY WEIGHT) OR AN APPROVED EQUIV SOLUTION. AFTER SCRUBBING, THE SOLUTION SHALL BE RINSED OFF AND THE SURFACE DRIED PRIOR TO PAINTING.
 - EXISTING MARKINGS OR STRIPES WHICH ARE TO BE ABANDONED OR REMOVED SHALL BE OBLITERATED OR OBBSCURED BY THE BEST METHODS SUITED FOR THE PURPOSE AND TO THE SATISFACTION OF THE OWNER OR OWNER'S REPRESENTATIVE.
 - THE CONTRACTOR IS RESPONSIBLE FOR LAYING OUT A SAMPLE SECTION OF STRIPING WHICH IS TO BE APPROVED BY THE OWNER OR OWNERS REPRESENTATIVE. AFTER THE APPROVAL OF THE SAMPLE SECTION, THE CONTRACTOR, THE CONTRACTOR IS TO INSURE THAT ALL SUBSEQUENT STRIPING MEETS THE QUALITY OF THE APPROVED SAMPLE APPLICATION.
 - ON THOSE SECTIONS OF PAVEMENTS WHERE NO PREVIOUSLY APPLIED FIGURES, MARKINGS, OR STRIPES ARE AVAILABLE TO SERVE AS A GUIDE, SUITABLE LAYOUTS AND LINES OF PROPOSED STRIPES SHALL BE SPOTTED IN ADVANCE OF THE PAINT APPLICATION. CONTROL POINTS SHALL BE SPACED AT SUCH INTERVALS AS WILL ENSURE ACCURATE LOCATION OF ALL MARKINGS.
 - THE CONTRACTOR SHALL PROVIDE AN EXPERIENCED TECHNICIAN TO SUPERVISE THE LOCATION ALIGNMENT, LAYOUT, DIMENSIONS AND APPLICATION OF THE PAINT.
 - MARKINGS SHALL BE APPLIED AT THE LOCATIONS AND TO THE DIMENSIONS AND SPACING INDICATED ON THE PLANS OR AS SPECIFIED. PAINT SHALL NOT BE APPLIED UNTIL THE INDICATED ALIGNMENT IS LAID OUT AND THE CONDITIONS OF THE EXISTING SURFACE HAVE BEEN APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE.
 - THE PAINTS SHALL BE MIXED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS BEFORE THE PAINT IS APPLIED. THE PAINT SHALL BE THOROUGHLY MIXED AND APPLIED TO THE SURFACE OF THE PAVEMENT WITH THE MARKING MACHINE AT ITS ORIGINAL CONSISTENCY WITHOUT THE ADDITION OF THINNER. IF THE PAINT IS APPLIED BY BRUSH, THE SURFACE SHALL RECEIVE TWO (2) COATS. THE FIRST COAT SHALL BE THOROUGHLY DRY BEFORE THE SECOND COAT IS APPLIED.
 - A MINIMUM OF ONE (1) WEEK SHALL ELAPSE BETWEEN APPLICATION OF THE BITUMINOUS SEAL COAT, SLURRY SEAL OR THE PLACEMENT OF THE BITUMINOUS SURFACE COURSE AND THE MARKING OF THE PAVEMENT. THE PAINT SHALL NOT BELED EXCESSIVELY OR DISCOLOR WHEN APPLIED TO CURBING, BITUMINOUS OR CONCRETE SURFACES. CURING COMPOUND MUST BE REMOVED FOR THE ENTIRE WIDTH OF THE PAINTED STRIPE OR SYMBOL PRIOR TO PAINTING NEW CONCRETE.
 - IN THE APPLICATION OF STRAIGHT STRIPES, ANY DEVIATION IN THE EDGES EXCEEDING 1/2-INCH IN 50- FEET SHALL BE OBLITERATED AND THE MARKING CORRECTED. THE WIDTH OF THE MARKINGS SHALL BE AS DESIGNATED WITHIN A TOLERANCE OF 5 PERCENT (5%). ALL PAINTING SHALL BE PERFORMED TO THE SATISFACTION OF THE OWNER OR OWNER'S REPRESENTATIVE BY COMPETENT AND EXPERIENCED EQUIPMENT OPERATORS, LABORERS, AND ARTISANS IN A NEAT AND WORKMANLIKE MANNER.
 - PAINT SHALL BE APPLIED UNIFORMLY BY SUITABLE EQUIPMENT AT A RATE OF 0.0094 GAL./S.F. FOR STENCILS AND 0.00313 GAL./FT. FOR STRIPING. PAINT NOT USED SHALL PRODUCE AN AVERAGE WET FILM THICKNESS OF 0.015-INCHES.
 - AFTER APPLICATIONS OF THE PAINT, ALL MARKINGS SHALL BE PROTECTED WHILE THE PAINT IS DRYING. THE FRESH PAINT SHALL BE PROTECTED FROM INJURY OR DAMAGE OF ANY KIND. THE CONTRACTOR SHALL BE DIRECTLY RESPONSIBLE AND SHALL ERECT OR PLACE SUITABLE WARNING SIGNS, FLAGS, OR BARRICADES. PROTECTIVE SCREENS OR COVERINGS AS REQUIRED. ALL SURFACES SHALL BE PROTECTED FROM DISFIGURATION BY SPATTER, SPLASHES, SPILLAGE, DRIPPINGS OF PAINT OR OTHER MATERIAL.

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THE LOCATIONS AND ELEVATIONS SHOWN ON THESE PLANS OR ANY EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE DRAWINGS ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF ANY CONSTRUCTION.

CLIENT :

ALLEN EDWIN HOMES

Cambria Ridge Single Family Residential Subdivision

Preliminary Site Condominium

Project Summary Narrative

December 28, 2021

Project Overview

The Cambria Ridge single family residential site condominium is proposed on a 52.69 acre parcel addressed as 900 W. Vermontville Highway (Parcel #700-023-400-051-05). The subject property is currently vacant and zoned R-2, moderate density residential. A total of 79 single family detached homes are proposed on this 52.69 acre property in four phases with an overall development density of 1.5 units/acre. A further discussion of the proposed Cambria Ridge Site Condominium project is provided below.

Preliminary Site Condominium Subdivision Requirements/Major Project Elements

The Cambria Ridge single family site condominium has incorporated the design and submission requirements outlined in Article 4, Section 4.09 – Site Condominium Subdivisions, and Chapter 32, Article III – Subdivisions of the City of Pottersville Code of Ordinances and will provide much needed housing to the City of Pottersville. Major elements of this residential subdivision are summarized below.

- **Zoning Requirements.** All units within the Cambria Ridge subdivision have been designed to meet the minimum lot width/area requirements for the R-2 zoning district including 80-foot width and 8,500 square foot area. Corner units have been provided with extra width to allow appropriate front building setback/orientation from both street frontages. Minimum building setbacks will be 25-foot (front), 40-foot (rear) and 10-foot (side), and maximum unit coverage will not exceed 30%. Specific unit sizes and widths, along with building setback “envelopes”, are illustrated on the preliminary site condominium plan.
- **Single Family Homes.** All homes within the Cambria Ridge site condominium will be single family detached with individual floor plans ranging between 1,400 – 2,400 square feet (3-4 bedrooms, attached 2 car garage) with a mix of ranch, bi-level and 2-story homes. Anticipated home values are expected to range between \$300,000-\$350,000. A sample color portfolio of homes proposed within Cambria Ridge is included with the application package.
- **Schedule of Development.** The 79 single family homes proposed within the Cambria Ridge subdivision are proposed to be constructed in four phases over the course of several years. Assuming stability remains in the residential housing market, the anticipated construction schedule for development of these four phases is estimated as follows:

Phase 1 (Units 1 - 29) = 2022 – 2023

Phase 2 (Units 30 – 51) = 2023 – 2025

Phase 3 (Units 52 - 70) = 2025 – 2027

Phase 4 (Units 71 – 79) = 2027 – 2028

- Natural Feature Preservation/Open Space. Prior to designing the subdivision, a professional wetland delineation of the subject property was conducted by Envirologic. This study identified a large regulated wetland complex along the eastern portion of the site and a smaller regulated wetland along the south side of Sunset Drive which are identified on the preliminary site condominium plan. While significant design considerations were made to avoid and/or minimize wetland impacts, a small wetland in the area of Units 65-68 (east side of Garden Court) will be impacted by construction activities. All necessary approvals/permits for this proposed wetland impact will be obtained from the Michigan Department of Environment, Great Lakes & Energy (EGLE). Remaining regulated wetland areas will be protected and preserved in perpetual open space for the enjoyment of the Cambria Ridge residents.
- Public Streets and Sidewalks. Three new public street cul-de-sacs (Rose Court, Garden Court and Cambria Court) from Sunset Drive are proposed as part of the Cambria Ridge subdivision. These new cul-de-sac streets will be constructed pursuant to City of Potterville standards and specifications. Five (5) foot wide concrete sidewalks will be constructed along both sides of these three public cul-de-sac streets affording pedestrian access to the 10-foot wide multi-purpose trail located along the south side of Sunset Drive. Additionally, concrete sidewalk and a natural path will also be constructed between Units 41-42 and Units 61-62, and through the natural open space area, providing a pedestrian connection between Cambria Court to Garden Court. Finally, a concrete sidewalk stub will be constructed between Units 37-38 providing a future pedestrian/neighborhood interconnection to the adjacent vacant property to the west.
- Utilities and Storm Water Management. The Cambria Ridge subdivision will be served by public water and public sanitary sewer. The storm water management system will consist of both dry and wet basins which will be designed, constructed and maintained in accordance with Eaton County Drain Commission standards and requirements.
- Master Deed and Bylaws. A DRAFT copy of the Master Deed and Bylaws for the proposed Cambria Ridge subdivision has been provided with the preliminary site condominium application package. A homeowners association (HOA) will be established and operated by the developer until an appropriate level of occupancy has been established within the subdivision. The HOA will have the scope of authority that includes maintenance of common open space areas, architectural review, enforcement of restrictions and financial management.

MASTER DEED

Cambria Ridge A Site Condominium Project

Pursuant to the Condominium Act, Act 59, Public Acts of 1978
as amended, MCL 559.101, et seq.

Eaton County Condominium Subdivision Plan No. _____

- (1) Master Deed establishing Cambria Ridge, a Site Condominium Project.
- (2) Exhibit A to Master Deed: Cambria Ridge Condominium Bylaws.
- (3) Exhibit B to Master Deed: Cambria Ridge Condominium Subdivision Plan.
- (4) Exhibit C to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.
- (5) Exhibit D to Master Deed: Cambria Ridge Condominium Percentage of Value Chart.

No interest in real estate being conveyed hereby. No revenue stamps are required.

Drafted By:

Eric J. Guerin
2186 E. Centre Avenue
Portage, Michigan 49002

After Recording Return To:

Alexandra Kruh
795 Clyde Ct., SW
Byron Center, MI 49315

MASTER DEED

Cambria Ridge A Site Condominium Project

(Act 59, Public Acts of 1978
as amended)

This Master Deed is signed on the _____ day of _____, 20____ by Westview Capital, LLC, a Michigan limited liability company, d.b.a. Allen Edwin Homes of 2186 East Centre Avenue, Portage, Michigan 49002 (the "Developer").

PRELIMINARY STATEMENT

A. The Developer is engaged in developing a site condominium project to be known as Cambria Ridge (the "Project"), according to development plans on file with the City of Pottersville on a parcel of land described in Article II; and

B. The Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit "A" and the Condominium Subdivision Plan attached as Exhibit "B" (both of which are incorporated by reference as a part of this Master Deed), to establish the real property described in Article II, together with the improvements located and to be located thereon, as a site condominium project under the provisions of the Michigan Condominium Act, as amended (the "Act"). Developer declares that on the recording of this Master Deed, the Condominium shall be a Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations in this Master Deed, all of which shall be deemed to run with the land and to be a burden on and a benefit to Developer; its successors and assigns; any persons who may acquire or own an interest in the Condominium; and their grantees, successors, heirs, personal representatives, administrators, and assigns.

ARTICLE I

NATURE OF PROJECT

1.1 Project Description. The Project is a residential site condominium project. The twenty-nine (29) building sites (the "Units") that may be developed in the Project, including the number, boundaries, dimensions and area of each Unit, are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a common element of the Project, or by having access to a public road.

1.2 Co-Owner Rights. Each owner of a Unit ("Co-Owner" or "Owner") shall have an exclusive property right to Co-Owner's Unit, an undivided and inseparable right to the limited

common elements which are appurtenant to that Unit, and an undivided and inseparable right to share with other Co-owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

ARTICLE II

LEGAL DESCRIPTION

2.1 Condominium Property. The land which is being submitted to condominium ownership in accordance with the provisions of the Act, is situated in the City of Pottersville, County of Eaton, and State of Michigan, and described as follows:

[INSERT PROJECT LEGAL DESCRIPTION]

2.2 Easements. The Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility, and other easements described or shown on the Condominium Subdivision Plan, Exhibit B and as described in Article VIII hereof.

ARTICLE III

DEFINITIONS

3.1 Definitions. Certain terms used in this Master Deed and in various other documents such as, by way of example and not of limitation, the Articles of Incorporation, Association Bylaws, the Condominium Bylaws, and Rules and Regulations of the Cambria Ridge Homeowners Association, a Michigan non-profit corporation, and various deeds, mortgages, land contracts, easements and other documents affecting the establishment or transfer of interests in the Project. As used in such documents, unless the context otherwise requires:

(a) **Act.** "Act" or "Condominium Act" means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended, MCL 559.101, et. seq.

(b) **Association.** "Association" or "Association of Co-owners" means Cambria Ridge Homeowners Association, the Michigan non-profit corporation of which all Co-owners shall be members, which shall administer, operate, manage and maintain the Project.

(c) **Association Bylaws.** "Association Bylaws" means the corporate Bylaws of the Association organized to manage, maintain and administer the Project.

(d) **Common Elements.** "Common Elements", where used without modification, means the portions of the Project other than the condominium units, including all general and limited common elements described in Article IV of this Master Deed.

(e) **Condominium Bylaws.** "Condominium Bylaws" means Exhibit "A" to this Master Deed, which are the Bylaws setting forth the substantive rights and obligations of the Co-owners.

(f) **Condominium Documents.** "Condominium Documents" means this Master Deed with its exhibits, the Articles of Incorporation, the Condominium Bylaws, the Association Bylaws, the Rules and Regulations adopted by the Board of Directors of the Association, and any other document that affects the rights and obligations of a Co-owner in the Condominium.

(g) **Condominium Property.** "Condominium Property" or "Condominium Premises" means the land described in Article II, as the same may be amended, together with all structures, improvements, easements, rights and appurtenances located on or belonging to the Condominium Property.

(h) **Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit "B" to this Master Deed, which is the site, survey and other drawings depicting the real property and improvements to be included in the Project.

(i) **Condominium Unit.** "Condominium Unit", "Unit" or "Building Site" means a single residential building site which is designed and intended for separate ownership and use, as described in this Master Deed.

(j) **Co-owner.** "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of such entities who or which own a Condominium Unit in the Project, including the vendee of any land contract of purchase who is not in default under the contract. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

(k) **Developer.** "Developer" means Westview Capital, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, wherever and however such term is used in the Condominium Documents.

(l) **Development and Sales Period.** "Development and Sales Period" means the period continuing for as long as Developer or its successors and assigns continue to own and offer for sale any Unit in the Project, excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.

(m) **General Common Elements.** "General Common Elements" means those Common Elements of the Project described in Section 4.1, which are for the use and enjoyment of all Co-owners in the Project.

(n) **Limited Common Elements.** "Limited Common Elements" means those Common Elements of the Project described in Section 4.2, which are reserved

for the exclusive use of the Co-owners of a specified Unit or Units.

(o) **Master Deed.** "Master Deed" means this document, together with the exhibits attached to it, and all amendments which may be adopted in the future, by which the Project is being submitted to condominium ownership.

(p) **Percentage of Value.** "Percentage of Value" means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner's vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.

(q) **Percentage of Value Factor.** "Percentage of Value Factor" shall be the number assigned to each Unit as shown on Exhibit D to the Master Deed, or on a subsequently executed and recorded amendment to the Master Deed, which shall be used in the calculation of the Percentage of Value of each such Unit.

(r) **Project.** "Project" or "Condominium" means Cambria Ridge, a residential site condominium development established in conformity with the provisions of the Act.

(s) **Transitional Control Date.** "Transitional Control Date" means the date on which a Board of Directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with Developer exceed the votes which may be cast by the Developer.

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include any and all genders where such reference would be appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference would be appropriate.

ARTICLE IV

COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are:

(a) **Land.** The land described in Article II of this Master Deed (except for that portion described in Section 5.1 as constituting a part of a Condominium Unit, and any portion designated in Exhibit B as a Limited Common Element), including easement interests appurtenant to the Condominium, including but not limited to beneficial easements for ingress, egress and utility installation over, across and through non-Condominium property or individual Units in the Project;

(b) **Improvements.** The private roadway(s); the common walkways (if any); and the lawns, trees, shrubs, and other improvements or landscaped areas not located within the boundaries of a Condominium Unit, or designated as a Limited

Common Element on the Condominium Subdivision Plan, as recorded as part of this Master Deed.

(c) **Electrical.** The street lighting system and the electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(d) **Gas.** The natural gas line network and distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(e) **Storm Drainage.** The private portions of the storm drainage and/or retention system throughout the Project;

(f) **Telephone.** The telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(g) **Telecommunications.** The cable television and/or other telecommunications systems installed throughout the Project up to but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(h) **Water.** The underground sprinkling system for the Common Elements (if any), and the water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(i) **Sanitary Sewer.** The sanitary sewer system throughout the Project (if any) up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(j) **Entry Improvements.** The entry signage and other improvements located at the entry to the Project (if any);

(k) **Miscellaneous.** All other Common Elements of the Project which are not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep or safety of the Project.

Some or all of the utility lines, equipment and systems (including mains and service leads), and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility and/or telecommunication lines, equipment and systems shall be General Common Elements only to the extent of the Co-owners' interest in them, if any, and the Developer makes no warranty whatsoever

with respect to the nature or extent of such interest.

4.2 Limited Common Elements. The Limited Common Elements are:

(a) **Utility Service Lines.** The pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television and other utility or telecommunication services, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;

(b) **Subterranean Land and Air Space.** The subterranean land located within Unit boundaries, from and below a depth of fifteen (15) feet below the surface, as shown on Exhibit B, including all utility and/or supporting lines located on or beneath such land, and the space located within Unit boundaries, from and above a height of forty (40) feet above the surface, as shown on Exhibit B;

(c) **Subsurface Improvements.** The portion of any footing or foundation extending more than fifteen (15) feet below surrounding grade level;

(d) **Water Wells/Water Service.** The water well, if any, (including well shafts, pumps, and distribution lines) located within or beneath Unit boundaries and serving only the residence constructed on that Unit;

(e) **Septic Systems.** The septic tank and drain field, if any, (including distribution lines) located within or beneath Unit boundaries and serving only the residence constructed on that Unit. The Sewer Service beginning at the point of lateral connection for service to an individual Unit;

(f) **Yard Areas.** The portion of any yard area located between the Unit and the paved common roadway or otherwise designated as a Limited Common Element on the Condominium Subdivision Plan (Exhibit B), which is limited in use to the Unit of which it is a part;

(g) **Delivery Boxes.** The mail and/or paper box that is located on a Unit or permitted by the Association to be located on the General Common Elements to serve a residence constructed on a Unit;

(h) **Driveways and Sidewalks.** The portion of any driveway and sidewalk, if any, located between the Unit and the paved common roadway; and

(i) **Miscellaneous.** Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan attached as Exhibit B or in any future amendment to the Master Deed made by the Developer or the Association.

If no specific assignment of one or more of the Limited Common Elements described in this

Section has been made in the Condominium Subdivision Plan, the Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment or amendments to this Master Deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair and replacement of the Common Elements will be as follows:

(a) **Limited Common Elements.** Except as provided in this Subsection, each Co-owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair, and replacement of all Limited Common Elements appurtenant to the Co-Owner's Unit.

(b) **Unit Improvements.** All structures and improvements located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements. Unless otherwise stated in this Master Deed, each Co-owner shall be responsible for the maintenance, repair, and replacement of all structures and improvements within their Unit, the snow plowing, repair and long-term maintenance of the driveways and sidewalks within their Unit, and the maintenance and mowing of all yard areas within their Unit. If a Co-owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements that increase the costs of maintenance, repair, or replacement for which the Association is responsible, such increased costs or expenses may, at the option of the Association, be specially assessed against such Unit or Units.

The exterior appearance of all structures, improvements and yard areas (to the extent visible from any other Unit or from a Common Element), shall be subject at all times to the approval of the Association and to such reasonable aesthetic and maintenance standards as may be prescribed by the Association in the Condominium Bylaws or in duly adopted rules and regulations; provided, that the Association may not disapprove the appearance of an improvement so long as it is maintained as constructed by the Developer or constructed with the Developer's approval.

(c) **Maintenance of General Common Elements.** Except as set forth herein, the responsibility for maintenance of any and all General Common Elements shall be the responsibility of the Association, unless the need for Maintenance is due to the act or neglect of a Co-owner or its agents, guests, invitees, or pet, in which case such Co-owner shall be wholly responsible for the cost and, at the option of the Association, the performance thereof. In addition to the foregoing, any common expenses incurred by the Association which are associated with the maintenance of a Limited Common Element (where, for example, the Co-Owner fails to maintain the Limited Common Elements) shall be specially assessed against the Condominium Unit to which that Limited Common Element was assigned at the time the expenses

were incurred. If the Limited Common Element involved was assigned to more than one (1) Condominium Unit, the expenses shall be specially assessed against each of the Units in a percentage relative to the Percentage of Value for each affected Unit.

The Association shall be responsible for the maintenance of the private roads and the storm water system, including any retention ponds located within the Condominium Premises and identified on the attached **Exhibit B**. Further, the Association shall be responsible for the repair and/or remediation of any soil erosion from, relating to, or in connection with the ponds and their use in connection with the storm water system. As a private system, any regulatory liabilities arising or relating to the storm water system, including, but not limited to, costs arising from or relating to storm water runoff into the ponds, and/or flows from the ponds outside the Condominium, are the responsibility of the Association.

Notwithstanding anything in the Condominium Documents to the contrary, the Developer and Association agree that if the Association or Developer fails to maintain the storm water system or the private roads as set forth above, that both the City of Potterville and the Drain Commissioner for the County in which the Project is located shall have the right to properly maintain the same, and to create a special assessment district for the purpose of assessing all of the Co-Owners in the Condominium Project on an equal basis, to pay for any costs and expenses incurred by either the City of Potterville or the Drain Commissioner for the County in which the Project is located in maintaining the private roads or the storm water system because of the Association or Developer's failure to do so. This Master Deed shall constitute a petition to the City of Potterville and/or the Drain Commissioner for the County in which the Project is located by the Owners of more than 50% of the land within the Project to create a private road or storm sewer special assessment district, including the total land area of the Project for the purpose of operating, maintaining and repairing said private roads and/or storm water system.

The Developer has entered into a Drainage Easement Agreement requiring that the storm water system be maintained by the Association. Such agreement specifically imposes the obligations outlined above upon the Association, and provides the enumerated rights to the Drain Commissioner for the County in which the Project is located and/or the City of Potterville.

4.4 Oversight Authority. While it is intended that each Co-owner will be solely responsible for the performance and cost of maintaining, repairing and replacing the residence and all other improvements constructed or located within a Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of the residence, improvements, or any appurtenant Limited Common Element in a proper manner and in accordance with the standards adopted by the Association.

(a) Maintenance by Association. In the event a Co-owner fails, as required by this Master Deed, the Condominium Bylaws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace or otherwise maintain his Unit, any structure or improvement located within the Unit

or any appurtenant Limited Common Element, the Association (and/or the Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake such periodic exterior maintenance functions with respect to residences, yard areas or other improvements constructed or installed within any Unit boundary as it may deem appropriate; provided, that the Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.

(b) Assessment of Costs. All costs incurred by the Association or the Developer in performing any maintenance functions that are the primary responsibility of a Co-owner shall be charged to the affected Co-owner or Co-owners and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Co-Owner's Unit for any such charges, as with regular assessments, and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of assessments, including without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract or other document of conveyance or encumbrance, all Co-owners, mortgagees and other interested parties are deemed to have appointed Developer (during the Development and Sales Period) or the Association (after the Development and Sale Period has expired) as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Developer or the Association will have full power and authority to grant easements over, to sever or lease mineral interests in, and to convey title to the land or improvements constituting the General Common Elements or any part of them; to dedicate as public streets any part of the General Common Elements; to amend the Condominium Documents to assign or reassign the Limited Common Elements; and in general to sign and deliver all documents and to do all things necessary or convenient to the exercise of such powers.

4.6 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, or in any other way which might interfere with or impair the rights of other Co-owners in the use and enjoyment of their Units or their appurtenant Common Elements.

ARTICLE V

ESTABLISHMENT, SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATION OF UNITS

5.1 Description of Units. A complete description of each Condominium Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey

sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Condominium Subdivision Plan as surveyed by the Project's consulting engineers and surveyors, licensed professional surveyor. Site plans have been filed with the City of Pottsville. Each Unit shall include all the space located within Unit boundaries and above to include a depth of fifteen (15) feet below and a height of forty (40) feet above the surface, as shown on Exhibit B, together with all appurtenances to the Unit.

5.2 Percentage of Value. The total value of the Project is 100, and the percentage of such value which is assigned to each of the twenty-nine (29) Condominium Units in Phase I of the Project is shown on Exhibit D. The determination of the Percentage of Value for each Unit was made by the Developer after reviewing the comparative characteristics of each Unit, including market value, size, location, and allocable expenses of maintenance. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by Article IX, expressed in an Amendment to this Master Deed and recorded in the office of the register of deeds in the County where the Project is located. The Percentage of Value of an existing unit will be reduced as the Project is expanded to include additional Units or increased as the Project is contracted. Based on these considerations, the Developer has determined that the Percentage of Value will be equal and the same for each Unit. Therefore, based on twenty-nine (29) Units, the percentage of value for each Unit is 3.449%.

5.3 Subdivision, Consolidation and Other Modifications of Units. Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

(a) By Developer. Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(i) Subdivide Units. Subdivide or re-subdivide any Units which it owns and in connection therewith to construct and install utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements. Such subdivision or re-subdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(ii) Consolidate Contiguous Units. Consolidate under single ownership two or more Units which are separated only by a Unit perimeter boundary. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(iii) Relocate Boundaries. Relocate any boundaries between adjoining

Units which it owns. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(iv) Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be according to the method or formula used to determine the Percentages of Value in Section 5.2, but otherwise within the sole judgment of Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so subdivided. All of the Co-owners and mortgagees of Units and other persons interested or to become 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 to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

(b) By Co-owner. The Co-owner(s) of one or more Units may take the following actions:

(i) Relocation of Boundaries. Co-owners of adjoining Units may relocate boundaries between their Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the President of the Association shall cause to be prepared an amendment to the Master Deed duly reallocating the boundaries, identifying the Units involved, reallocating Percentages of Value if and to the extent in accordance with the method or formula used to determine the Percentages of Value in Section 5.2, and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation of boundaries shall not occur, however, until such amendment is recorded in the Office of the Kent County Register of Deeds.

(ii) Subdivision of Units. The Co-owner of a Unit may subdivide his Unit upon approval of the Association in accordance with Section 49 of the Act. Such subdivision shall be effected by an amendment to the Master Deed submitted by the Association (at the expense of the Co-owner wishing to subdivide their Unit). Such amendment shall assign new identifying numbers to the new Units created by the subdivision of a Unit and shall divide the Percentages of Value assigned to the original Unit in accordance with the method or formula used to determine the Percentages of Value in Section 5.2. Subdivision shall not be made until the amendment is recorded in the Office of the Eaton County Register of Deeds. Any subdivision of a Unit must comply with applicable municipal ordinances.

(iii) Consolidate Contiguous Units. If a Co-owner owns adjoining Units, the Co-owner may consolidate these adjoining Units upon written request to the Association. If the consolidation is approved, the President of the Association shall cause to be prepared an amendment to the Master Deed duly effecting such consolidation, identifying the Units involved, and combining the Percentages of Value in accordance with the method or formula used to determine the Percentages of Value in Section 5.2. The Co-owner requesting consolidation of the Units shall bear all costs of such amendment. The consolidation shall not be made until the amendment is recorded in the Office of the Kent County Register of Deeds.

(c) **Limited Common Elements.** Limited Common Elements shall be subject to assignment, reassignment, subdivision, modification and consolidation in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article V.

ARTICLE VI

EXPANSION OF CONDOMINIUM

6.1 Future Development Area. The Project established by this Master Deed consists of twenty-nine (29) condominium Units that may, at the election of Developer, be treated as the first phase of an expandable condominium under the Act to contain in its entirety a maximum of seventy-nine (79) Units. Additional Units, if any, will be established on all or some portion of the land designated on Exhibit B as the future development area (the "Future Development Area"). The Future Development Area is legally described as follows:

[INSERT PROJECT FDA LEGAL DESCRIPTION]

6.2 Addition of Units. The number of Units in the Project may, at the option of the Developer, from time to time within a period ending not later than six years after the initial recording of the Master Deed, be increased by the addition of all or any portion of the Future Development Area and the establishment of Units in that area. Developer will determine the nature, location, size, types, and dimensions of the Units and other improvements to be located within the Future Development Area in its sole discretion. No Unit will be created within any part of the Future

Development Area that is added to the Condominium that is not restricted exclusively to residential use.

6.3 Expansion Not Mandatory. None of the provisions of this section will in any way obligate Developer to enlarge the Project beyond the initial phase established by this Master Deed, and Developer may, in its discretion, establish all or a portion of the Future Development Area as a separate condominium project (or projects) or as any other form of development. There are no restrictions on Developer's election to expand the Project other than those explicitly provided in this section. There is no obligation on the part of the Developer to add to the Project all or any portion of the Future Development Area, nor is there any obligation to add portions in any particular order or to construct any particular improvements on the added property.

6.4 Amendments to the Master Deed. An increase in the size of the Project by Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which will not require the consent or approval of any Co-owner, mortgagee, or other interested person. All of the Co-owners and mortgages of Units and other persons interested or to become 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 to effectuate the foregoing. All such interested persons irrevocably appoint Developer and its successors and assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the exhibits thereto. Amendments will be prepared by and at the sole discretion of Developer and may proportionately adjust the Percentages of Value assigned by Section 5.2 to preserve a total value of 100 percent for the entire Project. The precise determination of the readjustments in Percentages of Value (if any) will be made in the sole judgment of Developer. However, the readjustments will reflect a continuing reasonable relationship among Percentages of Value based on the original method of determining Percentages of Value for the Project.

6.5 Redefinition of Common Elements. Amendments to the Master Deed made by Developer to expand the Condominium may also contain any further definitions and redefinitions of General or Limited Common Elements that Developer determines are necessary or desirable to adequately describe, serve, and provide access to the additional parcel or parcels being added to the Project. In connection with any amendments, Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the intent of this section, including, but not limited to, the connection of roadways or walkways in the Project to any roadways or walkways that may be located on or planned for the Future Development Area and to provide access to any Unit that is located on or planned for the Future Development Area from the roadways located in the Project.

6.6 Additional Provisions. Amendments to the Master Deed made by Developer to expand the Condominium may also contain any provisions Developer determines are necessary or desirable (a) to make the Project contractible or convertible for portions of the parcel or parcels being added to the Project, (b) to create easements burdening or benefiting portions of the parcel or parcels being added to the Project, and (c) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels being added to the Project or affecting the

balance of the Project as may be reasonably necessary in Developer's judgment to enhance the value or desirability of the Units to be located within the additional parcel or parcels being added.

ARTICLE VII

CONTRACTION OF CONDOMINIUM

7.1 Limits of Contraction. The Condominium Project established by this Master Deed consists of twenty-nine (29) Condominium Units and may, at the election of the Developer, be contracted to any lesser number of Units.

7.2 Withdrawal of Units. The Developer may exercise its right to contract and withdraw land from the Project from time to time within a period ending not later than six (6) years after the initial recording of the Master Deed, at which time such right will expire. If the Developer exercises such right, then the Developer may withdraw from the Project all or any portion of the lands described in Article II and reduce the number of Units in the Project; provided, that no Unit or portion thereof which has been sold or which is the subject of a binding Purchase Agreement may be withdrawn without the signed and written consent of the Co-owner or purchaser of such Unit and the holder of any first mortgage of record against such Unit. The Developer may also, in connection with any such contraction, readjust Percentages of Value for Units in the Project in a manner which gives reasonable recognition to the number of remaining Units, based upon the method of original determination of Percentages of Value.

Other than as provided in this Article VII, there are no restrictions or limitations on the right of the Developer to contract or withdraw lands from the Project or as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals, or the number of Units or Common Elements which may be withdrawn; provided, however, that the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to such Units.

7.3 Contraction not Mandatory. There is no obligation on the part of the Developer to contract the Condominium Project nor is there any obligation to withdraw portions of the Project in any particular order nor to construct particular improvements on any withdrawn lands. The Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will, however, be residential in character or at least not be detrimental to the adjoining residential development.

7.4 Amendment(s) to Master Deed. A withdrawal of lands from this Condominium Project by the Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which amendment(s) will be deemed nonmaterial and, in accordance with Section 9.1 or Section 9.2(a) of this Master Deed, will not require the consent or approval of any Co-owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the Percentages of Value assigned by Section 5.2 in order to preserve a total value of one hundred (100%) percent for the entire Project resulting from such amendment or amendments.

7.5 Additional Provisions. Any amendment or amendments to the Master Deed made by the Developer to contract the Condominium may also contain such provisions as the Developer may determine necessary or desirable: (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project; and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in the Developer's judgment to enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

ARTICLE VIII

EASEMENTS

8.1 Easements for Encroachments. In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in the opening or repairing of any common element or other improvement to install, repair or maintain utility services to the Project shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws.

8.2 Easements Reserved by Developer. Developer reserves nonexclusive easements for the benefit of itself, its successors and assigns which may be used at any time or times without the payment of any fee or charge other than the reasonable cost of corrective work performed, utilities consumed and/or maintenance required as a direct result of such use:

(a) to use, improve and/or extend all roadways, drives and walkways in the Condominium for the purpose of ingress and egress to and from any Unit or real property owned by it and to and from all or any portion of the land described in Article VI; and

(b) to utilize, tap, tie into, extend and/or enlarge all utility lines and mains, public and private, located on the land described in Article II.

(c) for any other purpose beneficial to the Condominium Project.

8.3 Easement Reserved for Unexercised Future Development Area. If any portion of

the property described as Future Development Area in Article VI, Section 6.1 as amended is not included in the Condominium Project by subsequent amendments to this Master deed within the time limits set forth in Section 6.2 hereof, the Developer, or any assignee subsequently owning such parcels of undeveloped Future Development Area, shall be automatically granted easements for utilities, amenities, improvements, and access purposes through the Condominium Project for the benefit of the undeveloped portions of the Project. Easements shall include all Common Elements of the Condominium Project. If expansion occurs that automatically creates easements, cost sharing shall be established to share equitably and ratably in the direct expenses for utilities, amenities, maintenance, improvements, and access as described in this section.

8.4 Easement Reserved for Developer for Contracted or Withdrawn Areas. If any portion of the Condominium Project is contracted or withdrawn by the Developer during the time limits set forth in Section 67(3) of the Michigan Condominium Act, such withdrawn parcels (whether owned by the Developer or a successor or assign) shall be automatically granted easements for utilities, amenities, improvements, and access purposes through the Condominium Project for the benefit of the undeveloped portions of the Project.

8.5 Developer Responsibility. So long as the Developer owns one or more of the Units in the Project, it shall be subject to the provisions of this Master Deed and of the Act.

8.6 Repair and Replacement. The Developer retains for the benefit of itself, its agents, employees, independent contractors, successors and assigns and designated representatives and for the benefit of any appropriate utility company and to the burden of the Condominium, the right of ingress and egress to the Condominium Property and any Unit and the Limited Common Elements appurtenant thereto, for the purpose of exercising any of the Developer's rights described herein, including the right to (i) do all the things necessary to install, maintain, repair, replace or inspect facilities within the purview of its responsibilities, and (ii) such other access purposes or other lawful purposes as may be necessary for the benefit of the Condominium.

ARTICLE IX

AMENDMENT AND TERMINATION

9.1 Pre-Conveyance Amendments. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the register of deeds office in the County where the Project is located.

9.2 Post-Conveyance Amendments. If there is a Co-owner other than the Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

(a) Non-Material Changes. An amendment may be made by the Association or the Developer without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or

mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the number or dimensions of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

(b) Material Changes. An amendment may be made even if it will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds of the votes of the Co-owners and to the extent required by law, mortgagees. However, a Co-owner's Unit dimensions or Limited Common Elements may not be modified without their consent, nor may the method or formula used to determine Percentages of Value for the Project or provisions relating to the ability or terms under which a Unit may be rented be modified without the consent of each affected Co-owner and mortgagee. Rights reserved by the Developer, including without limitation rights to amend for purposes of contraction or modification of units, shall not be further amended without the written consent of the Developer so long as the Developer or its successors and assigns continue to own and to offer for sale any Unit in the Project. For purposes of this Subsection, a mortgagee shall have one vote for each first mortgage held.

(c) Compliance With Law. Material amendments may be made by the Developer without the consent of Co-owners and mortgagees, even if the amendment will materially alter or change the rights of Co-owners and mortgagees, to achieve compliance with the Act, administrative rules, interpretations or orders adopted by the Administrator or by the Courts pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

(d) Reserved Developer Rights. A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specific purposes reserved by the Developer in this Master Deed. During the Development and Sales Period, or for so long as there is any further possibility of expansion of the Project, this Master Deed and Exhibits A and B hereto shall not be amended nor shall their provisions be modified in any way without the written consent of the Developer, or its successors or assigns.

(e) Consolidating Master Deed. An As Built Amendment may be prepared and recorded by the Developer as required by the Act when construction of the Project has been completed. Such documents may incorporate changes made by previous amendments, restate some or all of the provisions of this Master Deed and of the Exhibits attached, delete provisions or parts of provisions which benefit the Developer, which have been superseded or the effectiveness of which has expired, and make such further changes as do not materially affect the rights of Co-owners

and mortgagees.

(f) Costs of Amendments. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-owners and mortgagees, the costs of which are expenses of administration. The Co-owners and mortgagees of record (when required) shall be notified of proposed amendments under this Section not less than ten (10) days before the amendment is recorded.

9.3 Project Termination. If there is a Co-owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than eighty percent (80%) of the Co-owners and mortgagees of a first mortgage of record against a Unit, in the following manner:

(a) Termination Agreement. Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by their execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the register of deeds office in the County where the Project is located.

(b) Real Property Ownership. Upon recording a document terminating the Project, the Condominium Property shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately prior to such recording. As long as the tenancy in common lasts, each Co-owner and their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the Condominium Property which formerly constituted their Condominium Unit.

(c) Association Assets. Upon recording a document terminating the Project, any rights the Co-owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before such recording, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

(d) Notice to Interested Parties. Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds.

ARTICLE X

WITHDRAWAL OF PROPERTY

10.1 Withdrawal of Property.

(a) **Withdrawal by Developer.** Notwithstanding anything in this Master Deed to the contrary, if Developer has not completed development and construction of Units or improvements in the Project that are identified as “need not be built” during a period ending 10 years after the date of recording of this Master Deed, Developer has the right to withdraw from the Project all undeveloped portions of the Project not identified as “must be built” without the prior consent of any Co-owner, mortgagees of Units in the Project, or any other person having an interest in the Project. If this Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of Units or Common Elements in the Project, the time period is the greater of (i) the 10-year period set forth above or (ii) 6 years after the date Developer exercised its rights regarding either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements.

(b) **Withdrawal by Association.** If Developer does not withdraw the undeveloped portions of the Project from the Project or convert the undeveloped portions of the Project to “must be built” before the time periods set forth in Section 10.1(a) expire, the Association, by an affirmative two-thirds majority vote of Co-owners in good standing, may declare that the undeveloped land shall remain part of the Project, but shall revert to the General Common Elements. When such a declaration is made, the Association shall provide written notice of the declaration to Developer or its successor by first-class mail at its last known address. Within sixty (60) days after receipt of the notice, Developer or its successor may withdraw the undeveloped land or convert the undeveloped Units to “must be built.” However, if the undeveloped land is not withdrawn or the undeveloped Units are not converted within 60 days, the Association may file the notice of the declaration with the register of deeds in the County in which the Project is located. The declaration takes effect on recording by the register of deeds. The Association shall also file notice of the declaration with the local supervisor or assessing officer.

(c) **Undeveloped Land.** For purposes of this Section 10.1, “undeveloped land” does not include Units that are depicted or described on the Condominium Subdivision Plan pursuant to Section 66 as containing no vertical improvements.

ARTICLE XI

ASSIGNMENT OF DEVELOPER RIGHTS

11.1 Right to Assign. Any or all of the rights and powers granted to or reserved by the Developer in the Condominium Documents or by law, including without limitation the power to

approve or to disapprove any act, use, or proposed action, may be assigned by the Developer to any other entity or person, including the Association. Any such assignment or transfer shall be made by appropriate instrument in writing, and shall be duly recorded in the office of the register of deeds in the County in which the Project is located.

THIS MASTER DEED has been executed by the Developer as of the day and year which appear on page one.

Westview Capital, LLC,
a Michigan limited liability company

By: _____
Thomas M. Larabel
Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me the ____ day of _____, 20____, by Thomas M. Larabel, Vice President of Westview Capital, LLC, a Michigan limited liability company known to me to be the same person who executed the foregoing Document and who acknowledges the same to be their free act and deed.

Notary Public

_____ County, MI

Acting in the County of _____

My commission expires:

EXHIBIT A**CONDOMINIUM BYLAWS****CAMBRIA RIDGE HOMEOWNERS ASSOCIATION****ARTICLE I****ASSOCIATION OF CO-OWNERS**

1.1 Organization. Cambria Ridge, a residential site condominium project located in the City of Pottersville, Eaton County, Michigan (the "Project") is being developed in successive phases to comprise a maximum of seventy-nine (79) building sites (the "Units"). Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an Association of Co-owners organized as a non-profit corporation under the laws of the State of Michigan (the "Association"). The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Co-owners, prospective purchasers, mortgagees, and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Co-owners, mortgagees, lessees or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of Act No. 59, P.A. 1978, as amended (the "Condominium Act" or "Act"), the Master Deed and all amendments thereto, the Condominium Bylaws, the Association's Articles of Incorporation, the Association's Bylaws, and other Condominium Documents that pertain to the use and operation of the Condominium property. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

ARTICLE II**MEMBERSHIP AND VOTING**

2.1 Membership. Each Co-owner of a Unit in the Project, during the period of his ownership, shall be a member of the Association and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged or transferred only as an appurtenance to his Condominium Unit.

2.2 Voting Rights. Except as limited in the Master Deed and in the Bylaws, each Co-owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned by him, when voting by value. Voting shall be by number, except in those instances where voting is

specifically required to be otherwise by the Act, Master Deed, or Bylaws, and no cumulation of votes shall be permitted.

2.3 Eligibility to Vote. No Co-owner other than the Developer will be entitled to vote at any meeting of the Association until he has presented written evidence of ownership of a Unit in the Project, nor shall he be entitled to vote (except for elections pursuant to Section 3.4) prior to the Initial Meeting of Members. A Co-owner shall be permitted to vote only if he is not in default in payment of assessments levied against the Co-owner's Unit. The Developer shall be entitled to vote only those Units to which it still holds title.

2.4 Designation of Voting Representative. The person entitled to cast the vote for each Unit, and to receive all notices and other communications from the Association, shall be designated by a certificate signed by all the record owners of such Unit and filed with the Secretary of the Association. The certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, and the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit.

2.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting.

2.6 Majority. At any meeting of members at which a quorum is present, fifty-one percent (51%) of the Co-owners entitled to vote and present in person or by proxy (or written vote, if applicable), shall constitute a majority for the approval of the matters presented to the meeting, except in those instances in which a majority exceeding a simple majority is required by these Bylaws, the Master Deed or by law.

ARTICLE III

MEETINGS AND QUORUM

3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer, and may be called at any time after two or more of the Units in the Project have been sold and the purchasers qualified as members of the Association. In no event, however, shall such meeting be called later than: (a) 120 days after the conveyance of legal or equitable title to non-developer Co-owners of seventy-five percent (75%) of the total number of Units that may be created in the Project; or (b) 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs, at which meeting the eligible Co-owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under Article VI of the Master Deed shall be included in the calculation of the number of Units that may be created. The Developer may call meetings of members of the Association for informational or other appropriate purposes prior to

the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days prior to the date of an annual meeting, written notice of the date, time, place and purpose of such meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided that not less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.3 Advisory Committee. Within one year after the initial conveyance by the Developer of legal or equitable title to a Co-owner of a Unit in the Project, or within 120 days after conveyance of one-third of the total number of Units that may be created in the Project, whichever first occurs, two or more persons shall be selected by the Developer from among the non-developer Co-owners to serve as an Advisory Committee to the Board of Directors (the "Advisory Committee"). The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the non-developer Co-owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at such times as may be requested by the Advisory Committee; provided, however, that there shall be not more than two such meetings each year unless both parties agree.

3.4 Board Composition. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the Units that may be created in the Project, at least 1 director and not less than one-fourth of the Board of Directors of the Association 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 in the Project, not less than one-third 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 in the Project, 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 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.

3.5 Owner Control. If 75% of the Units that may be created in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner, the non-developer Co-owners shall have the right to elect a number of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer will have the right to elect a number of members of the Board equal to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in Section 3.4. Application of this provision does not require a change in the size of the Board as designated in the Association Bylaws.

3.6 Mathematical Calculations. If the calculation of the percentage of members of the Board that the non-developer Co-owners have a right to elect, or the product of the number of members of the Board multiplied by the percentage of Units held by the non-developer Co-owners 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. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this provision shall not eliminate the right of the Developer to designate at least one member as provided in Section 3.4.

3.7 Quorum of Members. The presence in person or by proxy of fifteen (15%) percent of the Co-owners entitled to vote shall constitute a quorum of members. The written vote of an owner furnished at or prior to a meeting, at which meeting such owner 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.

3.8 Electronic Participation. Electronic participation in meetings is governed by Article XIV of the Articles of Incorporation. In accordance with those provisions, the Board of Directors may hold a meeting of shareholders or members that is solely by means of remote communication.

ARTICLE IV

ADMINISTRATION

4.1 Board of Directors. The business, property and affairs of the Association shall be managed by a Board of Directors to be elected in the manner described in these Bylaws. The directors designated in the Articles of Incorporation shall serve until such time as their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation, or any successors to such directors selected by the Developer before the initial 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 elected by the members of the Association, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the Condominium Documents. A service contract or management agreement entered into between the Association and the Developer or affiliates of the Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within ninety (90) days after the initial meeting has been held and on thirty (30) days notice at any time for cause.

4.2 Powers and Duties. The Board shall have all powers and duties necessary for the administration of the affairs of the Association and may take all actions in support of such administration that are not prohibited by the Condominium Documents or specifically reserved to the members. The powers and duties to be exercised by the Board shall include, but not be limited to, the following:

- (a) Care, upkeep and maintenance of the Common Elements;

(b) Development of an annual budget, and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium;

(c) Employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property;

(d) Adoption and amendment of rules and regulations governing the use of the Condominium Property not inconsistent with these Bylaws;

(e) Opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association, and designating signatories required for such purposes;

(f) Obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration;

(g) Granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;

(h) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Condominium on behalf of the Co-owners;

(i) Making repairs, additions and improvements to, or alterations of, the Common Elements, and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(j) Asserting, defending or settling claims on behalf of all Co-owners in connection with the Common Elements of the Project and, upon written notice to all Co-owners and compliance with Article XIII of the Articles and Section 13 of these Bylaws, instituting actions on behalf of and against the Co-owners in the name of the Association;

(k) Filing and/or recording an extension to preserve and continue any restrictions or covenants contained in the Condominium Documents, to prevent lapse or termination of the same under the Michigan Marketable Record Title Act, MCL 565.101, or other applicable law; and

(l) Such further duties as may be imposed by resolution of the members of the Association or which may be required by the Condominium Documents or the Act.

4.3 Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on

behalf of the Association and its members. Such records shall be open for inspection by the Co-owners and their mortgagees during reasonable hours.

This right to inspection is subject to the Association's good faith determination to disallow inspection of the books and records when doing so would impair the privacy or free association rights of shareholders or members; or impair the lawful purposes of the corporation.

The Association shall also prepare and distribute a financial statement to each Co-owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at such times as and when required by the Board of Directors (or the Act) by qualified independent accountants (who need not be certified public accountants), and the cost of such review or audit shall be an expense of administration. Any such audit need not be certified.

In any year the Association has annual revenues in excess of \$20,000, the audit or review must be conducted by a certified public accountant unless the Board of Directors opts out of such requirement for any such fiscal year, in its sole discretion. In such event, the provisions of the preceding paragraph shall apply.

4.4 Maintenance, Repair, and Replacement. The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage, which is described in section 6.3 of these Bylaws) is as follows:

(a) All maintenance, repair, and replacement of the structures and other improvements located within a Unit or Limited Common Elements that are the responsibility of the Owner of a Unit as set forth in the Master Deed shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from the repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

(b) All maintenance, repair, and replacement of the General Common Elements, whether located inside or outside the Units, and of Limited Common Elements to the extent required by the Master Deed, shall be made by the Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence, misuse, or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not to the interior of any residence or garage within a Unit) from time to time during reasonable hours, on notice to the occupant, to maintain, repair, or replace any of the Common Elements located within or accessible only from a Unit that are the responsibility of the Association. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units or the Common Elements.

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by Section 105 of the Act. Such fund shall be established in the minimum amount required on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level that is equal to or greater than 10% of the then

current annual budget of the Association on a non-cumulative basis. The minimum standard required by this Section may prove to be inadequate and the Board of Directors should carefully analyze the Condominium Project from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

4.6 Construction Liens. A construction lien arising as a result of work performed on a Condominium Unit or on an appurtenant Limited Common Element shall attach only to the Unit upon which the work was performed, and a lien for work authorized by the Developer or principal contractor shall attach only to Condominium Units owned by the Developer, and which was the subject of the work supporting the lien, at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Co-owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or the Developer.

4.7 Managing Agent. The Board may employ a Management Company or Managing Agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 4.2. The Developer or any person or entity related to the Developer may serve as Managing Agent, if so appointed; provided, however, that any compensation so paid to the Developer shall be at competitive rates.

4.8 Officers. The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only upon the affirmative vote of sixty-seven (67%) percent or more of all Co-owners.

4.9 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association upon 10 days notice to all Co-owners, in the manner and to the extent provided by the Articles and/or the Association Bylaws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Co-owners vote to procure such an opinion.

ARTICLE V

ASSESSMENTS

5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance 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 such Common Elements shall be receipts of administration.

5.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

(a) **Initial Budget.** The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year, which budget will project all expenses for the coming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget will be delivered to each Owner, although the failure to deliver a copy to each Owner will not affect or in any way diminish the liability of a Co-owner for any existing or future assessment.

(b) **Budget Adjustments.** Should the Board of Directors determine at any time, in its sole discretion, that the initial assessments levied are insufficient: (1) to pay the costs of operation and maintenance of the Common Elements; (2) to provide for the replacement of existing Common Elements; (3) to provide for additions to the Common Elements not exceeding \$3,000 or \$100 per Unit annually, whichever is less; or (4) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy such additional assessments as it deems to be necessary for such purpose(s). The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be enforced, attached by or subject to specific performance by any creditors of the Association.

(c) **Special Assessments.** Special assessments, in excess of those permitted by subsections (a) and (b), may be made by the Board of Directors from time to time with the approval of the Co-owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to: (1) assessments for additions to the Common Elements costing more than \$3,000 in any year; (2) assessments to purchase a Unit upon foreclosure of the lien described in Section 5.5; or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not including those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of sixty-seven (67%) percent or more of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be enforced, attached by or subject to specific performance by any creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Co-owners on the basis of such Units Percentage of Value as set forth in the Master Deed, or any amendment to the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board shall elect some other periodic payment schedule, annual assessments will be payable by Co-owners in twelve (12) equal monthly installments, commencing with the acceptance of a deed to, or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for such payment established by rule or regulation of the Association. Provided, however, that the Board of Directors, including the first Board of Directors appointed by the Developer, may relieve a Unit Owner (including the Developer) who has not constructed a residence within his Unit from payment, for a limited period of time, of all or some portion of the assessment for his respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for nonresident owners until such Owners begin to utilize the Common Elements on a regular basis. Any subdivision of a Unit must comply with applicable municipal ordinances

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year; provided, that any reserves established by the Board prior to the initial meeting of members shall be subject to approval by such members at the initial meeting. The Board shall advise each Co-owner in writing of the amount of common charges payable by him and shall furnish copies of each budget on which such containing common charges are based to all Co-owners.

5.5 Collection of Assessments. Each Co-owner shall be obligated for the payment of all assessments levied upon his Unit during the time that he is the Owner of the Unit, and no Co-owner may become exempt 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.

(a) Legal Remedies. In the event of default by any Co-owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines and charge interest at the legal rate on assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for other taxes or liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any public taxing authority and sums unpaid upon a first mortgage recorded prior to the recording of any notice of lien by the Association, and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing

payment in the manner provided by Section 108 of the Act, MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, a receiver may be appointed and reasonable rental for the Unit may be collected from the Co-owner or anyone claiming under him, and all expenses incurred in collection, including interest, costs and actual attorney's fees, and any advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default.

(b) Sale of Unit. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee may request a written statement from the Association as to the amount of unpaid assessments levied against the Unit being sold or conveyed and such purchaser or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to a lien for any unpaid assessments in excess of the amount described in such written statement from the Association. Unless the purchaser or grantee requests a written statement from the Association at least 5 days before sale as provided in the Act, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorneys fees incurred in collection of the assessments.

(c) Self-Help. The Association may enter the Common Elements, Limited or General, to remove and abate any condition constituting a violation, or may discontinue the furnishing of services to a Co-owner in default under any of the provisions of the Condominium Documents 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 use any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues; provided, that this provision shall not operate to deprive any Owner of ingress and egress to and from his Unit.

(d) Application of Payments. Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such assessments; and third, to installments of assessments in default in order of their due dates.

5.6 Financial Responsibility of the Developer. The responsibility of Developer for assessments is as follows:

(a) Pre-Turnover Expenses. Before the Transitional Control Date, it will be Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses, but the Developer shall not be responsible for the payment of general or special assessments. At the time of the initial meeting,

Developer will be liable for the funding of any continuing deficit of the Association that was incurred before the Transitional Control Date.

(b) **Post-Turnover Expenses.** After the Transitional Control Date and continuing for any remaining Development and Sales Period, Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by Developer until construction of a building on a Unit is completed.

(c) **Exempted Transactions.** Under no circumstances will Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement, capital improvements or additions, or to finance litigation or other claims against Developer.

ARTICLE VI

TAXES, INSURANCE AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the total property of the Project or any phase of the Project, except for the year in which the Project or phase was established subsequent to the tax day. Taxes and assessments which become a lien against the Condominium property in any such year shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which the property existed as an established Project on the tax day shall be assessed against the individual Units only, even if a subsequent vacation of the Project has occurred.

Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property tax and special assessment. No Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other units or fractions shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made whether the Unit be owned separately or in common.

6.2 Insurance Coverage. The Association shall be appointed as Attorney-in-Fact for each Co-owner to act in connection with insurance matters and shall be required to obtain and maintain, to the extent applicable: casualty insurance with extended coverage, vandalism and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance (if applicable) pertinent to the ownership, use, and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-owners, the mortgagees, and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered according to the following provisions:

(a) **Co-owner Responsibilities.** Each Co-owner will be responsible for obtaining casualty insurance coverage at his own expense with respect to the residential building and all other improvements constructed or located within the perimeters of his Condominium Unit, and for the Limited Common Elements appurtenant to his Unit. It shall also be each Co-owner's responsibility to obtain insurance coverage for the personal property located within his Unit or elsewhere on the Condominium, for personal liability for occurrences within his Unit or on the Limited Common Elements appurtenant to his Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of his residence. The Association and all Co-owners shall use their best efforts to ensure that all insurance carried by the Association or any Co-owner contains appropriate provisions permitting the waiver of the right of subrogation as to any claims against any Co-owner or the Association for insured losses.

(b) **Common Element Insurance.** The General Common Elements of the Project shall be insured by the Association against fire and other perils covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible in any way for maintaining insurance with respect to the Limited Common Elements, the Units themselves, or any improvements located within the Units.

(c) **Fidelity Insurance.** The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, trustees, and employees, and all others who are responsible for handling funds of the Association.

(d) **Power of Attorney.** The Board of Directors is irrevocably appointed as the agent for each Co-owner, each mortgagee, other named insureds and their beneficiaries, and any other holder of a lien or other interest in the Condominium or the Condominium Property, to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

(e) **Indemnification.** Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages, costs, and judgments, including actual attorneys' fees, that any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Co-owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Co-owner, the Developer, or the Association, which rights are waived.

(f) **Premium Expenses.** Except as otherwise provided, all premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision as to whether or not it will be reconstructed or repaired will be made in the following manner:

(a) **General Common Elements.** If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80% or more of the Co-owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. Provided, however, if the damaged property is a common roadway and is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80% or more of the Co-owners agreeing not to repair or rebuild includes the Co-owners of all such Units.

(b) **Limited Common Elements and Improvements.** If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Co-owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and such Co-owner shall be responsible for the cost of any reconstruction or repair that he elects to make. The Co-owner shall in any event remove all debris and restore his Unit and its improvements to a clean and sightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

(c) **Reconstruction Standards.** Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit unless prior written approval for changes is obtained from the Association or its Architectural Review Committee.

(d) **Procedure and Timing.** Immediately after the occurrence of a casualty causing damage to Common Elements which is to be reconstructed or repaired, the responsible party shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair the funds for the payment of such costs are insufficient, an assessment shall be levied against all Co-owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

6.4 Eminent Domain. The following provisions will control upon any taking by eminent domain:

(a) **Condominium Units.** In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit,

the award for such taking shall be paid to the Co-owner of the Unit and any mortgagee, as their interests may appear. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Condominium Project.

(b) Common Elements. In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use and/or distribution to its members. The affirmative vote of 67% or more of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) Amendment to Master Deed. In the event the Condominium Project continues after taking by eminent domain, the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly and, if any Unit shall have been taken, Article V of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Co-owner.

(d) Notice to Mortgagees. In the event any Unit in the Condominium, the Common Elements or any portion of them is made the subject matter of a condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

(e) Inconsistent Provisions. To the extent not inconsistent with the provisions of this section, Section 133 of the Act shall control upon any taking by eminent domain.

ARTICLE VII

CONSTRUCTION REQUIREMENTS

7.1 Design Standards. Neighborhood design standards, when properly implemented, convey quality, value and stability to homeowners. The standards which follow are intended to promote consistency of architecture and landscape design. The implementation of these standards plays a direct role in developing a neighborhood and in preserving real estate values.

7.2 Developer Approvals. During the Development and Sales Period, no residences, buildings, fences, walls, drives, walks, or other improvements shall be commenced, erected, or maintained; no addition to or external change in the appearance of any structure shall be made (including color and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to Developer, showing the nature, kind, shape, height,

materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by Developer. Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plan, that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, Developer shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Condominium as a whole.

7.3 Review Committee. Developer has or will establish an Architectural Review Committee (the "Review Committee"). The mission of such a Review Committee is to ensure that all plans submitted for review meet the criteria established in the design standards. The design standards for the Project as implemented by the Review Committee will provide sufficient control to ensure compatibility with the overall neighborhood image.

7.4 Architectural Review. Except for residences constructed or modified by the Developer (or an affiliate of the Developer) during the Development and Sales Period, no building, structure or other improvements shall be constructed within the perimeters of a Condominium Unit or elsewhere on the Condominium Property, nor shall any exterior modification be made to any existing building, structure or improvement, unless plans and specifications containing such detail as the Association may reasonably require have first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans or specifications, color and/or material applications, grading or landscaping plans, retaining walls and deck location and design, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing on such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site on which it is proposed to be constructed, the proposed location of the improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole.

7.5 Approval of Contractor. All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by the Developer, or following the Development and Sales Period, by the Review Committee. If building construction is intended to commence within three (3) months after the date of plan approval, the name of the proposed residential builder must be submitted at the same time as the plans and specifications described in Section 7.3. If construction is to be delayed beyond three (3) months, the name of the proposed residential builder must be submitted for approval at least sixty (60) days prior to the commencement of construction. In its approval process, the Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not such builder will be approved for participation in the Project. Construction of all other improvements, including landscaping, must also be done by contractors approved in writing by the Developer or the Review Committee.

7.6 Specific Requirements. All approvals required by this Article shall comply with the following requirements:

(a) Construction Materials. Each residence shall be finished with wood, masonry (brick), vinyl or other approved exterior.

Roofs must be of shingle construction using cedar, fiberglass or asphalt shingles or other approved constructions and materials. Driveways may be of asphalt, brick or cement, and children's play areas shall be constructed of wood or other approved material.

All exterior paints, stains and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee upon request.

(b) Size and Space Requirements. All residences will meet or exceed all requirements of the City of Pottersville.

Plans for proposed finishing of any terrace level shall be submitted with the application for approval, whether such construction will be completed currently or at a future date.

(c) Garage. Each residence must be equipped with an attached garage of not less than one stall.

(d) Fencing. Wood fences and galvanized chain link fences (except black vinyl-coated chain link) are prohibited. No fence may be installed in a front yard. For purpose of this subsection, corner Units abutting two streets, including future planned streets, shall be considered to have 2 front yards. Each unit owner may enclose a portion of his backyard with a fence made of approved materials, but only after the Review Committee has approved in writing the composition and location of the fence. The enclosed area shall be landscaped or improved in a manner approved in writing by the Review Committee and maintained by the Unit Owner at a level acceptable to the Review Committee.

(e) Pools. Above-ground pools are prohibited. In-ground pools are permitted only with prior written approval from the Review Committee. Approved pools must be located in the rear yard and properly fenced and maintained. Notwithstanding the foregoing, a children's play pool not more than 40 square feet with a capacity to hold less than 10 inches of water may be used provided that such pool is stored indoors when not in use.

(f) Landscaping and Lawn Maintenance. Each Co-owner is required to install and maintain a minimum level of landscaping, including lawn, gardens, and shrubs. Landscaping and lawn improvements shall be installed no later than 6 months following occupancy, unless weather delays installation, in such cases the improvements shall be installed no later than 9 months following occupancy. Landscape additions, changes and modifications must be approved in writing by the

Review Committee prior to installation. The Review Committee will adhere to the following standards, plus other requirements as the Review Committee may specify.

- (i) Requests for approval must be accompanied by a written plan, showing location, sizes, colors and other details that may be helpful to the Review Committee.
- (ii) Retaining walls shall be constructed of materials, colors and textures that are natural in appearance. Decorative interlocking concrete block retaining walls are permitted.
- (iii) The Review Committee reserves the right to limit the location, size and quantity of ornamental structures and decorations. Examples of these items include windmills, bird baths, lawn statuary, plastic flamingos, flag poles, etc.
- (iv) Produce gardens may be permitted with Review Committee approval. Produce gardens will be limited to no more than 200 square feet, located in the rear yard, and must be at least 8 feet from the property line, or contained within a fenced area.
- (v) No trees with a diameter greater than 4 inches may be removed without Review Committee approval, unless an urgent safety concern exists.

The following maintenance standards are required:

- (vi) Lawns will be mowed during the growing season before the turf reaches an average height of 5 inches.
- (vii) Dead or fallen trees will be removed from the Owner's property.
- (viii) Dead shrubs will be removed from the Owner's property.
- (ix) Most gardens and planting beds have reasonable quantities of weeds. However, if a garden or planting bed becomes overgrown and a nuisance, the Review Committee may require the weeds to be removed.

Regular lawn maintenance is required even if a home is not occupied or the Owner is currently not there. In the event a yard is not reasonably maintained, the Review Committee will attempt to notify the Owner. If the Review Committee cannot reasonably notify the Owner, or if the Owner does not correct the situation, the Review Committee is authorized to hire the work to be done. The Owner will be billed for the cost, plus a per occurrence fee equal to the greater of \$35 or 10% of the cost.

(g) **Sheds and Other Accessory Buildings.** Sheds and other free-standing accessory structures may be erected only with prior written approval of the Review Committee, in accordance with the following guidelines:

- (i) The location is limited to the rear yard and no portion of the shed or other accessory structure may be erected within an easement, including but not limited to a drainage easement.
- (ii) The location and dimensions must be approved in writing by the Review Committee.
- (iii) Construction materials shall be wood or vinyl and be subject to prior written approval of the Review Committee. Colors shall be neutral or shall match the home. Roofs shall be asphalt shingle matching the home, or as otherwise approved by the Review Committee.
- (iv) The Co-owner is also obligated to comply with any applicable local ordinances, including but not limited to setback requirements.

(h) **Wells.** No wells may be dug on a Unit, whether for landscaping or any other purpose, other than by the Association or the Developer.

(i) **Trash Containers and Pick Up.** All trash shall be placed in containers approved by the Review Committee and, except for short periods of time reasonably necessary to permit collection, kept either inside the garage or appropriately screened so they cannot be seen from the road or from the neighboring property. All trash will be picked up by a common person or Company selected by the Developer or Association, at the expense of each Co-owner.

(j) **Letter and Delivery Boxes.** The Review Committee will determine the location, design and permitted lettering of all mail and/or paper delivery boxes. Each Co-owner will pay the reasonable cost of installation and maintenance as determined by the Review Committee.

(k) **Rules and Regulations.** The Developer (and following the Transitional Control Date, the Review Committee) may from time to time publish and enforce various rules and regulations intended to provide a safe, pleasant and attractive residential community. Such Rules and Regulations shall be as enforceable as if contained in these Bylaws or the Master Deed.

7.7 Codes and Ordinances. In addition to the Construction Requirements contained in this Article, all buildings and other structures must comply with applicable building, mechanical, electrical and plumbing codes in effect at the time the building or structure is erected.

7.8 Reserved Developer Rights. The purpose of this Article is to ensure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and its provisions shall be binding upon both the Association and upon all Co-owners in the Project. During the Development and Sales Period, the Developer may construct dwellings or other improvements on the Condominium Premises without the necessity of prior consent from the Association, its Architectural Review Committee or any other person or entity, subject only to the express limitations contained in this Article; provided, however, that all dwellings and improvements shall, in the reasonable judgment of the Developer or its architect, be architecturally compatible with the structures and improvements constructed elsewhere on the Condominium Property. Developer (or any residential builder to whom Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and to access to, from, and over the Condominium Property as may be reasonable to enable development and sale of the entire Project.

7.9 Committee Appointment. Until such time as dwellings have been constructed within all of the Units, the Developer may designate the members of the Architectural Review Committee. Promptly after completion of construction of the final dwelling in the Project, if rights of appointment have not previously been assigned to the Association, the Developer representatives shall resign from the Committee and the Board of Directors of the Association shall appoint three (3) new members to the Review Committee. In each succeeding year, or at such other intervals as the Board of Directors may decide, the Board of Directors shall appoint or re-appoint three (3) members to serve on the Review Committee.

7.10 Permitted Variance. The Architectural Review Committee may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to the extent and in such a manner as do not violate the spirit and intent of such requirements.

ARTICLE VIII

USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence or purposes incidental to residential use. While the City of Pottersville residential zoning standards may permit uses other than single-family residential uses, the Condominium Documents preclude all such non-residential permitted uses. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood, are expressly declared to be incidental to primary residential use. To qualify as a home occupation, there must be: (i) no sign or display which indicates from the exterior that the residence is being used for any purpose other than that of a single family dwelling; (ii) no goods or commodities sold upon the premises; and (iii) no mechanical or electrical equipment is used, other than personal computers and other office type equipment. In no event shall any barber shop, styling salon, beauty parlor, tearoom, day care center, animal hospital, or any other form of animal care and/or treatment such as dog grooming, be considered a home occupation. Day care centers offering care for no more than six (6)

children at any time shall be deemed to be a home occupation, providing all other provisions of this paragraph are observed. No building intended for other business uses, and no rooming house, day care facility, foster care residence or other commercial use of any kind shall be erected, placed or permitted on any Unit.

8.2 Common Areas. The Common Elements shall be used only by the Co-owners of Units in the Condominium and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, that any parking areas, landscaped or garden areas, storage facilities or other common areas designed for a specific purpose shall be used only for the purposes approved by the Board. Specifically, the Board may designate portions of lawns as non-recreational areas, and may prevent access or use of such areas for all recreational purposes. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Co-owner, and shall be subject to any lease or easement presently in existence or entered into by the Board or the Developer at some future date which affects all or any part of the Common Elements.

8.3 Use and Occupancy Restrictions. In addition to the general requirements of Sections 8.1 and 8.2, the use of the Project and its Common Elements by any Co-owner shall be subject to the following specific restrictions:

(a) **Exterior Changes.** No Co-owner shall make any additions, alterations, or modifications to any of the Common Elements nor make any changes to the exterior appearance of the residence or other improvements located within the perimeters of his Unit without prior approval of Developer or the Architectural Review Committee. A change in the color of a building or a significant landscaping change is included within the meaning of a change in exterior appearance.

(b) **Drainage Easements/Soil Erosion Control Measures.** There are drainage easements established throughout the condominium project for the benefit of all Co-owners. Those drainage easements are located on both common elements and within the boundaries of Units. Co-owners are prohibited from doing any of the following within any designated drainage area: 1) altering the grade; 2) placing temporary or permanent structures, or other improvements; and 3) the destruction, impairment, or other alterations to any drainage structure.

At the time a Co-owner takes occupancy of his Unit the lawn may not be completely established. The Co-owner is responsible for soil erosion control of their Unit including maintaining and installing temporary and permanent erosion controls measures. Measures may be removed only when a lawn within the Unit is completely established and stabilized.

(c) **Unit Rental.** No portion of a Unit may be rented and no transient tenants may be accommodated in any building; provided, that this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant

Limited Common Elements for residential purposes in the manner permitted by these Bylaws.

(d) Nuisances and Hazardous Substances. No nuisances shall be permitted on the Condominium Property nor shall any use or practice be permitted which is a source of annoyance to, or which interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors, or that will cause excessive noise which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Units. With the exception of common household products, hazardous or toxic materials may not be stored, produced, released or disposed of on the Condominium Property without written approval from the Association.

(e) Prohibited Uses. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property, and nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Project without the prior written consent of the Association. No Co-owner shall permit anything to be done or kept in his Unit or elsewhere on the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which would violate any law.

(f) Signs. No signs or other advertising devices other than those of a design and specification defined by the Developer or the Board of Directors shall be displayed on any Unit or Common Element. Such design standards may specify placement, size, color, materials, frame and post specifications, and such other items as are deemed in the sole discretion of the Developer or Board of Directors to impact the image and ambiance of the Community.

(g) Exterior Lighting. No high intensity or gas vapor lights, dusk-to-dawn lights, or other lights which are regularly left on during the night may be installed or maintained on any Unit without the prior consent of Developer or the Review Committee.

(h) Satellite Dishes and Solar Panels. No satellite dish or solar panel may be installed on any Unit until the type, design and location has been approved in writing by Developer or the Review Committee.

(i) Personal Property. No Co-owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles of personal property outside a residence or closed storage building. This restriction shall not be construed to prohibit a Co-owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio, deck or balcony appurtenant to a residence located within his Unit; provided, that no such furniture or other

personal property shall be stored on any open patio, deck or balcony which is visible from another Unit or from the Common Elements of the Project during the winter season.

(j) Firearms and Weapons. No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, paintball guns, bows and arrows, illegal fireworks or other dangerous weapons, projectiles or devices anywhere on or about the Condominium Property.

(k) Pets and Animals. No animals, fowl, or livestock may be kept or maintained on any unit except for dogs, cats, or other household pets without the prior written consent of the Association, which consent, if given, may be revoked at any time by the Association. No exotic, savage or dangerous animal shall be kept on the Condominium Property and no animal may be kept or bred for commercial purposes.

Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. If a dog's barking can be heard on a frequent basis by any person in a nearby Unit or Common Element, the offending dog may not be kept, even if permission was previously given to keep the pet. No animal shall be permitted to run loose upon the Common Elements, Limited or General, nor upon any Unit except the Unit owned by the owner of such animal, and the owner of each pet shall be responsible for cleaning up after it.

The Association may charge a Co-owner maintaining animals a reasonable supplemental assessment if the Association determines that such an assessment is necessary to defray additional maintenance costs to the Association of accommodating animals within the Condominium. The Association may also, without liability to the owner of the pet, remove or cause any animal to be removed from the Condominium which it determines to be in violation of the restrictions imposed by this section. Any person who causes or permits any animal to be brought to or kept on the Condominium Property shall indemnify and hold the Association harmless from any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium Property.

(l) Recreational Vehicles and Parking. Except as otherwise provided herein, no recreational vehicle, watercraft, snowmobile, camper, or trailer of any kind shall be parked or stored on any Unit unless such item is stored within the garage, with the garage door fully closed. Motor homes, campers, or trailers may be temporarily parked outside on the driveway for no longer than 72 consecutive hours and no longer than 30 cumulative days in any calendar year. No snowmobile, all-terrain vehicle or other off-road motorized recreational vehicle shall be operated on

the Condominium Property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.

(m) Common Elements. The General Common Elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary to permit the periodic collection of trash). No vehicles shall be parked on or along the private drive(s) (except in the event of approved parties or receptions generating a need for off-site parking). No Co-owner shall restrict access to any utility line or other area that must be accessible to service the Common Elements or which affects an Association responsibility in any way. In general, no activity shall be carried on nor condition maintained by any Co-owner either in his Unit or upon the Common Elements which despoils the appearance of the Condominium.

(n) Application of Restrictions. Absent an election to arbitrate pursuant to these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Article has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision in writing, which decision shall be binding upon all owners and other parties having an interest in the Condominium Project.

(o) Vehicle Parking. Disabled or unlicensed vehicles may not be parked outside. Vehicles shall be parked in the driveway. No vehicles may be parked on Common Elements overnight, and the Association reserves the right to have such offending vehicles towed at the vehicle owner's expense.

(p) Commercial Vehicles. No Unit Owner may park any semi-truck, trailer or any vehicle other than one normally and commonly used for personal transportation on any Unit (except in the garage) or on a private or public roadway within the Condominium Project.

(q) Registered Sex Offenders. No person may occupy a Unit, whether as owner, tenant, or member of the household, licensee or regular guest whose name is on the Michigan Sex Offender Registry. If this provision is violated, the Association shall give notice to the Co-owner that such occupancy is in violation of this paragraph. The Co-owner must give the Association adequate assurances that the violation has been cured and that all future occupancies shall comply with this paragraph. Failure to do so will create option rights in the Association as set forth in Section 11.3.

8.4 Zoning Compliance. In addition to the restrictions contained in Section 8.3, the use of any Unit or structure located on the Condominium Property must also satisfy the requirements of the zoning ordinances of the municipality where the Project is located in effect at the time of the contemplated use unless a variance for such use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.

8.5 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of Condominium Units and Common Elements, Limited and General, may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each Co-owner at least 10 days prior to their effective date, and may be revoked at any time by the affirmative vote of 60% or more of all Co-owners.

8.6 Enforcement by Developer. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the Co-owners and all other persons interested in the Condominium. The Developer's rights include, but are not limited to the following:

(a) Care, upkeep and maintenance of the Common Elements. If at any time the Association fails or refuses to carry out its obligations to install, maintain, repair, replace and landscape in a manner consistent with the maintenance of such standards, the Developer, or any person to whom Developer may assign this right may, at its option, elect to maintain, repair and/or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration.;

(b) Drainage easements/soil erosion control measures. If a Unit Owner fails or refuses to timely comply with all of his obligations under Section 8.3(b), the Developer, or any person to whom Developer may assign this right may, at its option, elect to discharge those obligations and to charge the cost to the Unit Owner;

(c) The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any prohibited activity.

8.7 Co-owner Enforcement. An aggrieved Co-owner is also entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against the Association, its officers, or another Co-owner in the Project, consistent with Article XIII of the Articles of Incorporation.

8.8 Remedies on Breach. In addition to the remedies granted by Section 5.5 for the collection of assessments the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Section 8, to enter the Unit and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the Co-owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions contained in this Article will not constitute a waiver of the right of the Association to enforce such restrictions in the future.

8.9 Developer Approvals. During the Development and Sales Period, no buildings, fences, walls, drives, walks or other improvements shall be commenced, erected or maintained, nor shall any addition to, or external change in the appearance of any structure be made (including color and design), nor shall any hedges, trees, plantings or landscaping modifications be made, until plans or specifications acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected, shall have been submitted to and approved in writing by Developer.

The Developer shall have the right to refuse to approve any plans or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such specifications, grading or landscaping plans, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to erect the same, and the degree of harmony with the Project as a whole.

8.10 Reserved Rights of Developer. The restrictions contained in this Article shall not apply to the commercial activities of the Developer during the Development and Sales Period, or of the Association in the exercise of the powers and purposes contained in these Bylaws and in the Articles of Incorporation, as they may be amended from time to time. The Developer shall also have the right to conduct construction activities in a commercially reasonable manner and to maintain a sales office, advertising display signs, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the Condominium Property as may be reasonable to enable development and sale of the entire Project.

8.11 Assignment and Succession. Any or all of the rights granted to or reserved by the Developer in the Condominium Documents or by law, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate document in writing, signed by the Developer and recorded in the register of deeds office for the County where the Project is located. Upon such qualification, the assignee will have the same rights and powers as those granted to or reserved by the Developer in the Condominium Documents.

ARTICLE IX

MORTGAGES

9.1 Notice to Association. Any Co-owner who mortgages a Condominium Unit shall notify the Association of the name and address of the mortgagee, and the Association will maintain such information in a book entitled "Mortgagees of Units". Such information relating to mortgagees will be made available to the Developer or its successors as needed for the purpose of obtaining consent from or giving notice to mortgagees concerning amendments to the Master Deed or other actions requiring consent or notice to mortgagees under the Condominium Documents or the Act.

9.2 Insurance. The Association shall notify each mortgagee appearing in the Mortgagees of Units book, of the name of each company insuring the condominium against fire,

perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of such coverage.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulations which are binding on the parties, the holder of a first mortgage of record on a Condominium Unit will be granted the following rights:

(a) **Inspection and Notice.** Upon written request to the Association, a mortgagee will be entitled to: (i) inspect the books and records relating to the Project on reasonable notice during normal business hours; (ii) receive a copy of the annual financial statement which is distributed to Owners; (iii) notice of any default by its mortgagor in the performance of the mortgagor's obligations which is not cured within 30 days; and (iv) notice of all meetings of the Association, as required by the Act, and its right to designate a representative to attend such meetings.

(b) **Exemption from Restrictions.** A mortgagee which comes into possession of a Condominium Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, shall be exempt from any option or "right of first refusal" or other restriction on the sale or rental of the mortgaged Unit, including but not limited to, restrictions on the posting of signs pertaining to the sale or rental of the Unit.

9.4 Additional Notification. When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of such participation.

ARTICLE X

LEASES

10.1 Notice of Lease. A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a prospective tenant and, at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents.

10.2 Terms of Lease. Tenants or non-Co-owner occupants shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require such compliance. The owner of each rental unit will present to the Association evidence of certification or registration of the rental unit if required by local ordinance.

10.3 Remedies of Association. If the Association determines that any tenant or non-Co-owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

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

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

(c) **Legal Action.** If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the tenant or non Co-owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Co-owner and tenant or non Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this Section may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or the Condominium Project.

10.4 Liability for Assessments. If a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant or non-Co-owner occupant occupying the Co-owner's Unit under a lease or rental agreement and the tenant, after receiving such notice, shall deduct from rental payments due the Co-owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the rental agreement or lease by the tenant.

10.5 Reserved Rights of Developer. The Developer may lease any number of Units in the Project in its discretion without approval by the Association.

ARTICLE XI

TRANSFER OF UNITS

11.1 Unrestricted Transfers. An individual Co-owner may, without restriction under these Bylaws, sell, give, devise or otherwise transfer his Unit, or any interest in the Unit.

11.2 Notice to Association. Whenever a Co-owner shall sell, give, devise or otherwise transfer his Unit, or any interest therein, the Co-owner shall give written notice to the Association within five (5) days after consummating the transfer. Such notice shall be accompanied by a copy of the sales agreement, deed or other documents evidencing the title or interest transferred.

11.3 Association Purchase Option. If a Unit is occupied in violation of Section 8.3(p), and such violation is not timely cured as set forth therein, the Association may purchase the Unit at a price equal to ninety percent (90%) of the price the Co-owner paid to purchase the Unit or build the residence. The Association may enforce its purchase option by obtaining injunctive relief from any

court of competent jurisdiction. If the Association is reasonably required to obtain legal or equitable intervention, the Co-owner shall be responsible for the Association's legal costs, fees and expenses. The Association shall then undertake to resell the Unit in a commercially reasonable manner. Any net proceeds realized by the Association after paying or recovering all Association costs or expenses relating to the acquisition (under this provision), ownership, maintenance, repair or resale of the Unit shall be then paid to the Co-owner. The provisions above shall not be exercised in a manner that results in a loss on a guaranteed loan by a lending institution.

ARTICLE XII

ARBITRATION

12.1 Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or other Condominium Documents, and any disputes, claims or grievances arising among or between Co-owners or between such Owners and the Association may, upon the election and written consent of the parties to the dispute, claim or grievance, and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision and/or award as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to any such arbitration.

12.2 Disputes Involving the Developer. A contract to settle by arbitration may also be executed by the Developer and any claimant with respect to any claim against the Developer that might be the subject of a civil action, provided that:

(a) Purchaser's Option. At the exclusive option of a Purchaser or Co-owner in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than \$2,500.00 and arises out of or relates to a purchase agreement, Condominium Unit or the Project.

(b) Association's Option. At the exclusive option of the Association of Co-owners, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Project, if the amount of the claim is \$10,000.00 or less.

12.3 Preservation of Rights. Election by any Co-owner or by the Association to submit any dispute, claim or grievance to arbitration shall preclude such party from litigating the dispute, claim or grievance in the courts. Except as provided in this Article, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

ARTICLE XIII

CIVIL ACTIONS

The requirements of this Article XIII shall govern the corporation's commencement and conduct of any civil action except for actions to enforce these Bylaws of the corporation or collect delinquent assessments. The requirements of this Article XIII will ensure that the members of the corporation are fully informed regarding the prospects and likely costs of any civil action the corporation proposes to engage in, as well as the ongoing status of any civil action actually filed by the corporation. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the corporation's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the corporation shall have standing to sue to enforce the requirements of this Article XIII. The following procedures and requirements apply to the corporation's commencement of any civil action other than an action to enforce these Bylaws of the corporation or collect delinquent assessments:

(a) The Association's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed and supervising and directing any civil actions that are filed.

(b) Before an attorney is engaged for purposes of filing a civil action on behalf of the corporation, the Board shall call a special meeting of the members of the corporation ("Litigation Evaluation Meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the members of the date, time and place of the Litigation Evaluation Meeting shall be sent to all members not less than twenty (20) days before the date of the meeting and shall include the following information:

(1) A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:

- (a) It is in the best interests of the corporation to file a lawsuit;
- (b) That at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the corporation, without success;
- (c) Litigation is the only prudent, feasible and reasonable alternative; and
- (d) The Board's proposed attorney for the civil action is of the written opinion that litigation is the corporation's most reasonable and prudent alternative.

(2) A written summary of the relevant experience of the attorney ("Litigation Attorney") the Board recommends be retained to represent the corporation in the proposed civil action, including the following information:

- (a) The number of years the Litigation Attorney has practiced law; and
- (b) The name and address of every condominium and homeowner association for which the Litigation Attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was file.

(3) The Litigation Attorney's written estimate of the amount of the corporation's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(4) The Litigation Attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("Total Estimated Cost"). The Total Estimated Cost of the civil action shall include the Litigation Attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(5) The Litigation Attorney's proposed written fee agreement.

(6) The amount to be specially assessed against each unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per unit basis, as required by subparagraph (f) of this Article XIII.

(c) If the lawsuit relates to the condition of any of the common elements of the Condominium, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the common elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the Litigation Attorney or any other attorney with whom the Board consults for that purpose. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the common elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the corporation have a realistic appraisal of the condition of the common elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to the members with the written notice of the Litigation Evaluation Meeting.

(d) The corporation shall have a written fee agreement with the Litigation Attorney, and any other attorney retained to handle the proposed civil action. The corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the

agreement is disclosed to the members in the text of the corporation's written notice to the members of the Litigation Evaluation Meeting.

(e) At the Litigation Evaluation Meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the Litigation Attorney. The commencement of any civil action by the corporation (other than a suit to enforce the Condominium Bylaws or collect delinquent assessments) shall require the approval of seventy-five percent (75%) in number and in value of all of the members of the corporation. Any proxies to be voted at the Litigation Evaluation Meeting must be signed at least seven (7) days prior to the Litigation Evaluation Meeting.

(f) All legal fees incurred in pursuit of any civil action that is subject to this Article XIII shall be paid by special assessment of the members of the corporation ("Litigation Special Assessment"). The Litigation Special Assessment shall be approved at the Litigation Evaluation Meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all members of the corporation in the amount of the estimated total cost of the civil action. If the Litigation Attorney proposed by the Board is not retained, the Litigation Special Assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the corporation. The Litigation Special Assessment shall be apportioned to the members in accordance with their respective percentage of value interests in the Condominium and shall be collected from the members on a monthly basis. The total amount of the Litigation Special Assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

(g) During the course of any civil action authorized by the members pursuant to this Article XIII, the retained attorney shall submit a written report ("Attorney's Written Report") to the Board every thirty (30) days setting forth:

- (1) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the Attorney's Written Report ("reporting period").
- (2) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.
- (3) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

- (4) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.
- (5) Whether the originally estimated total cost of the civil action remains accurate.

(h) The Board shall meet monthly during the course of any civil action to discuss and review:

- (1) The status of the litigation;
- (2) The status of settlement efforts, if any; and
- (3) The Attorney's Written Report.

(i) If, at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the Litigation Special Assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the Litigation Special Assessment. The meeting shall have the same voting requirements as a Litigation Evaluation Meeting.

(j) The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action subject to this Article XIII ("Litigation Expenses") shall be fully disclosed to members in the corporation's annual budget. The Litigation Expenses for each civil action subject to this Article XIII shall be listed as a separate line item captioned "Litigation Expenses" in the corporation's annual budget.

ARTICLE XIV

ELECTRONIC PARTICIPATION

A shareholder, member, co-owner, or proxy holder may participate in a meeting of shareholders or members by a conference telephone or other means of remote communication that permits all persons who participate in the meeting to communicate with all the other participants, consistent with the following:

- (a) All participants shall be advised of the means of remote communication.
- (b) Participation in a meeting under this section constitutes presence in person at the meeting.
- (c) The board of directors may hold a meeting of shareholders or members that is conducted solely by means of remote communication.

- (d) Subject to any guidelines and procedures adopted by the board of directors, shareholders, members, and proxy holders that are not physically present at a meeting of shareholders or members may participate in the meeting by a means of remote communication, and are considered present in person and may vote at the meeting, if all of the following are met:
- (1) The corporation implements reasonable measures to verify that each person that is considered present and permitted to vote at the meeting by means of remote communication is a shareholder, member, or proxy holder.
 - (2) The corporation implements reasonable measures to provide each shareholder, member, or proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders or members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings.
 - (3) If any shareholder, member, or proxy holder votes or takes other action at the meeting by a means of remote communication, a record of the vote or other action is maintained by the corporation.

ARTICLE XV

MISCELLANEOUS PROVISIONS

13.1 Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which these Bylaws are attached as an exhibit, or as defined in the Act.

13.2 Severability. In the event that any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair 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.

13.3 Notices. Notices provided for in the Act, the Master Deed, or the Bylaws shall be in writing, and shall be addressed to the Association at its registered office in the State of Michigan, and to any Co-owner at the address contained in the deed of conveyance, or at such other address as may subsequently be provided by the Co-owner.

The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Any Co-owner may designate a different address for notices to him or her by giving written notice to the Association. Notices addressed as above shall

be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

13.4 Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner prescribed by Article IX of the Master Deed.

13.5 Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern; in the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied and the provisions of the document having the highest priority shall govern:

- (1) the Master Deed, including the Condominium Subdivision Plan (but excluding these Bylaws);
- (2) these Condominium Bylaws;
- (3) the Articles of Incorporation of the Association;
- (4) the Association (Corporate) Bylaws; and
- (5) the Rules and Regulations of the Association.

CAMBRIA RIDGE SITE CONDOMINIUM
SAMPLE PORTFOLIO OF HOMES
12/27/21

The following plans represent a sample set of homes that may be constructed in the Cambria Ridge Single Family Residential Site Condominium:

INTEGRITY 1610 - 1,610 Square Foot Ranch
INTEGRITY 1750 - 1,750 Square Foot Bi-level
INTEGRITY 1810 - 1,810 Square Foot 2-Story
INTEGRITY 2000 - 2,000 Square Foot 2-Story
INTEGRITY 2060 - 2,060 Square Foot Bi-level
INTEGRITY 2280 - 2,280 Square Foot 2-Story

integrity 1610

1,607 SF

3-5 bedrooms

2-3 bathrooms

2-car attached garage



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Elevation A1

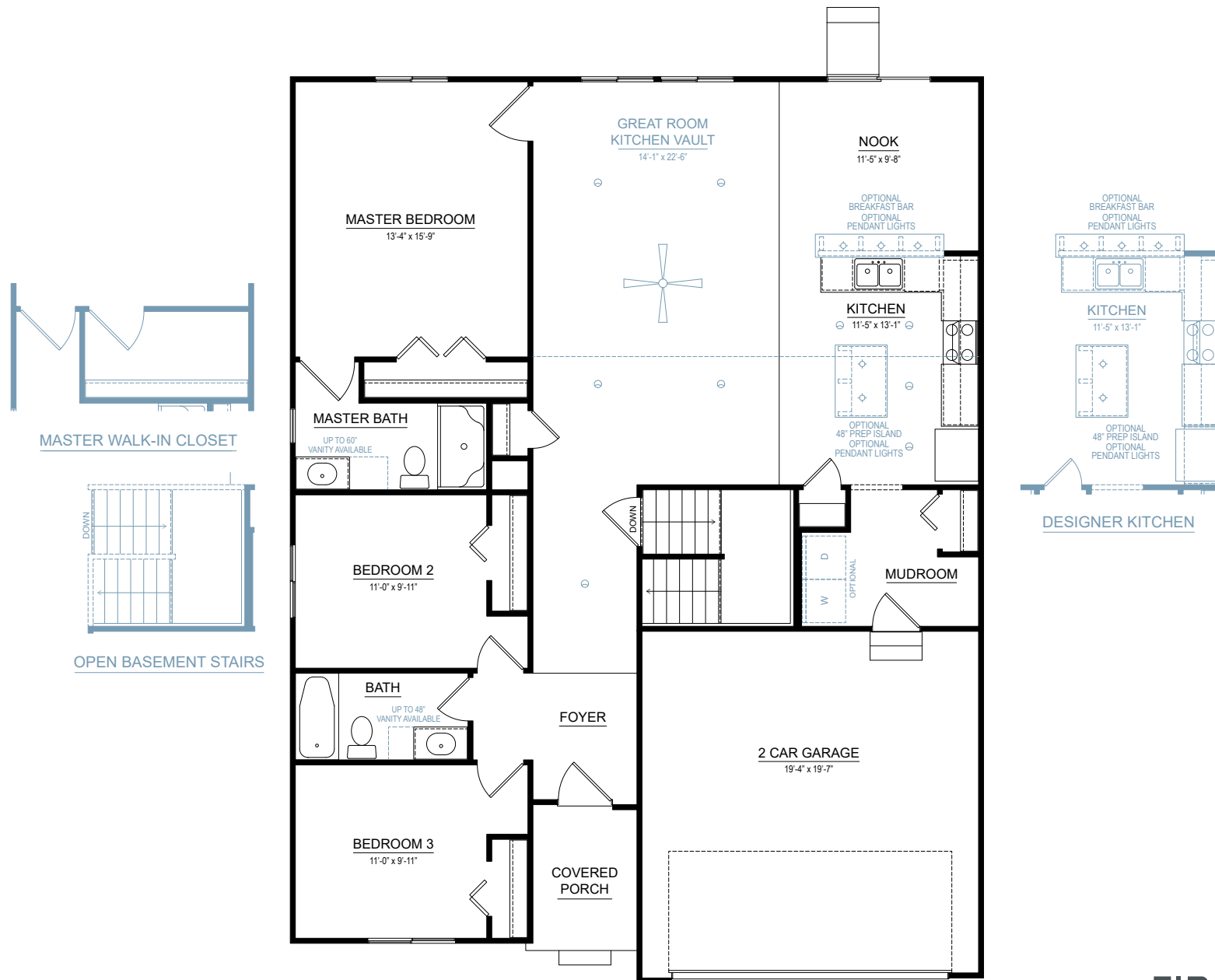


Elevation A2



Elevation A3

Elevation A



FIRST FLOOR

integrity 1750

1,736 SF

3-4 bedrooms

2-2.5 bathrooms

2 car attached garage



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Elevation A1

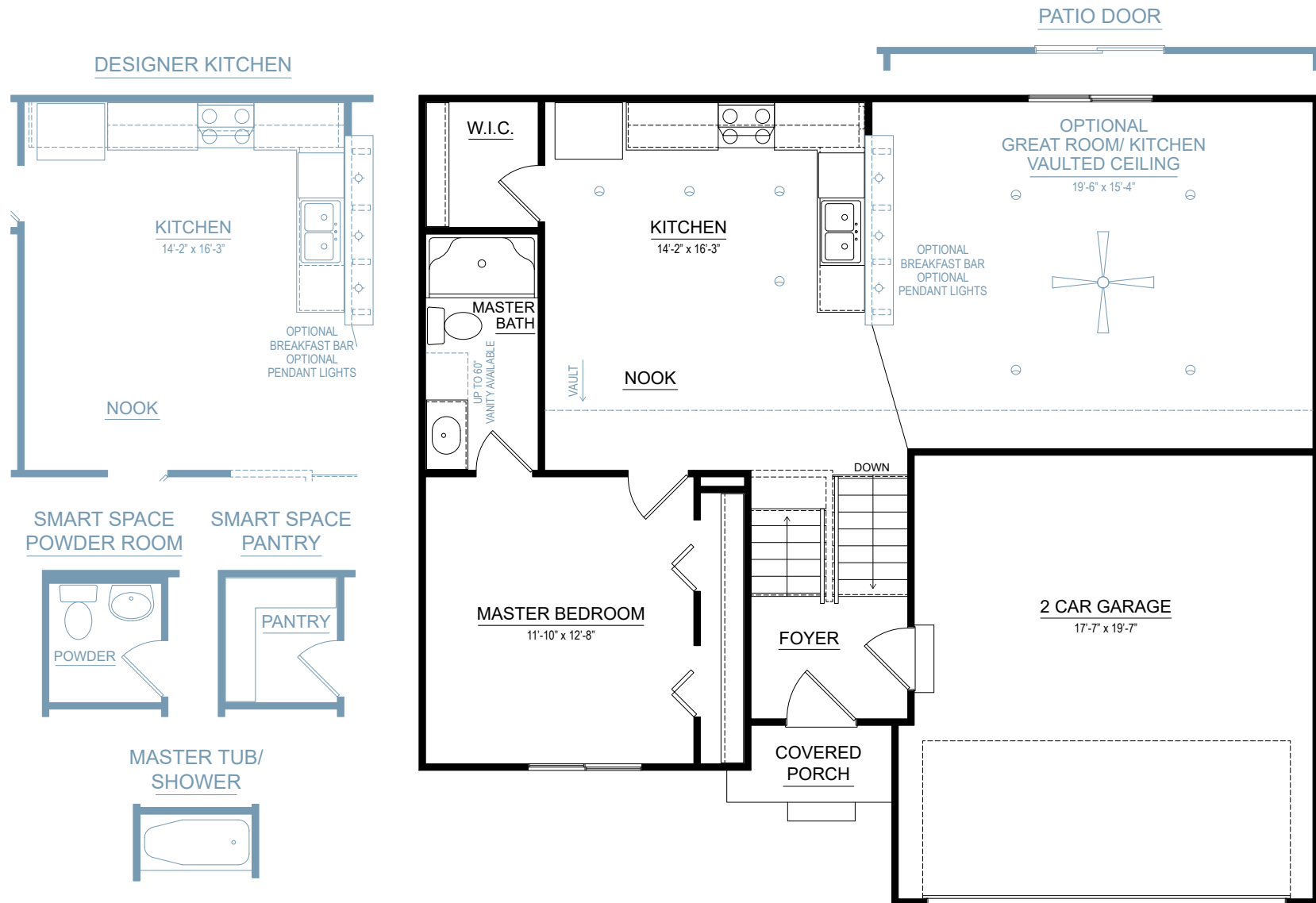


Elevation A2

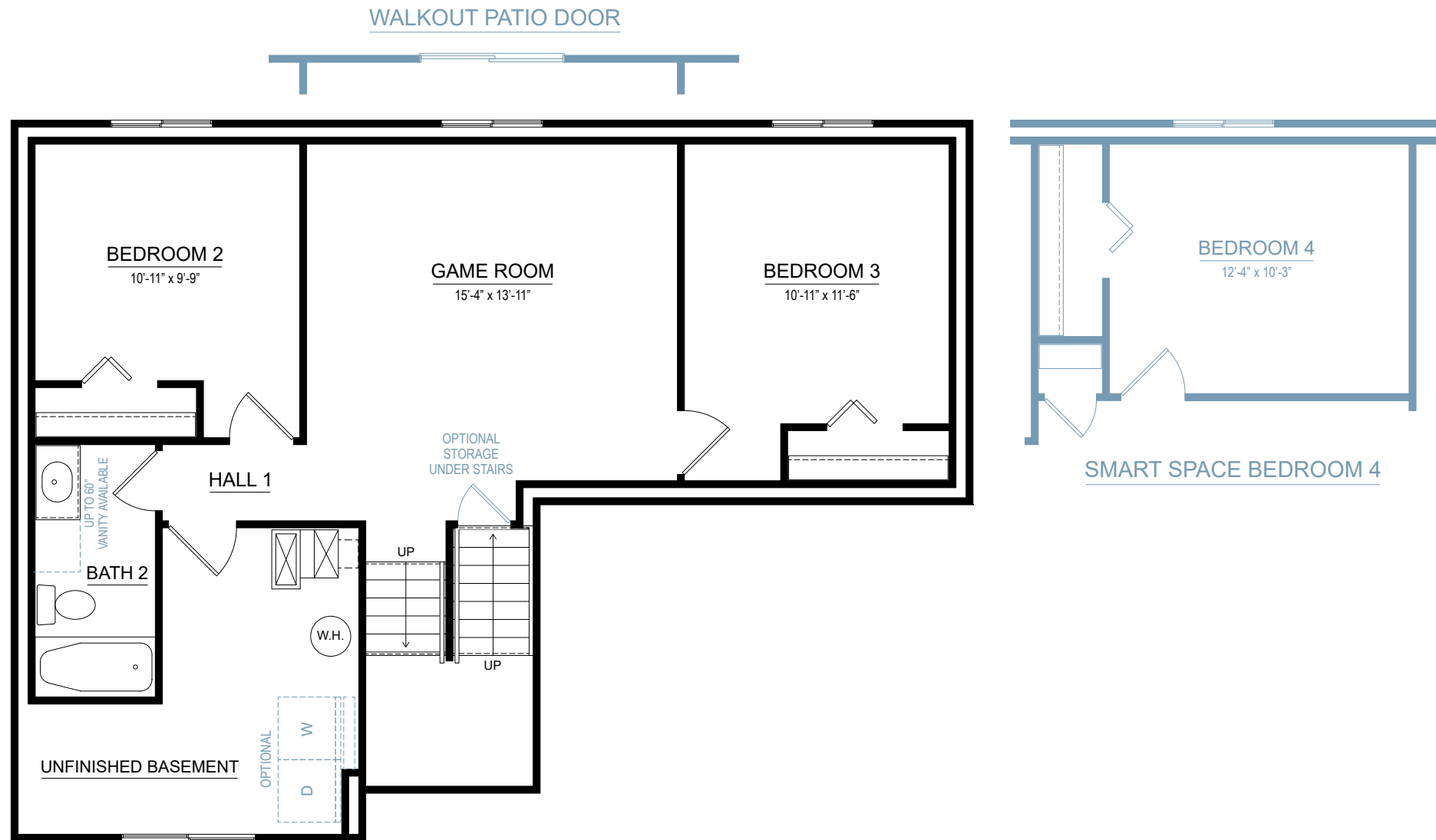


Elevation A3

Elevation A



FIRST FLOOR



BASEMENT

integrity 1810

1,822 SF

4 bedrooms

2.5-3.5 bathrooms

2-car attached garage



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Elevation A1

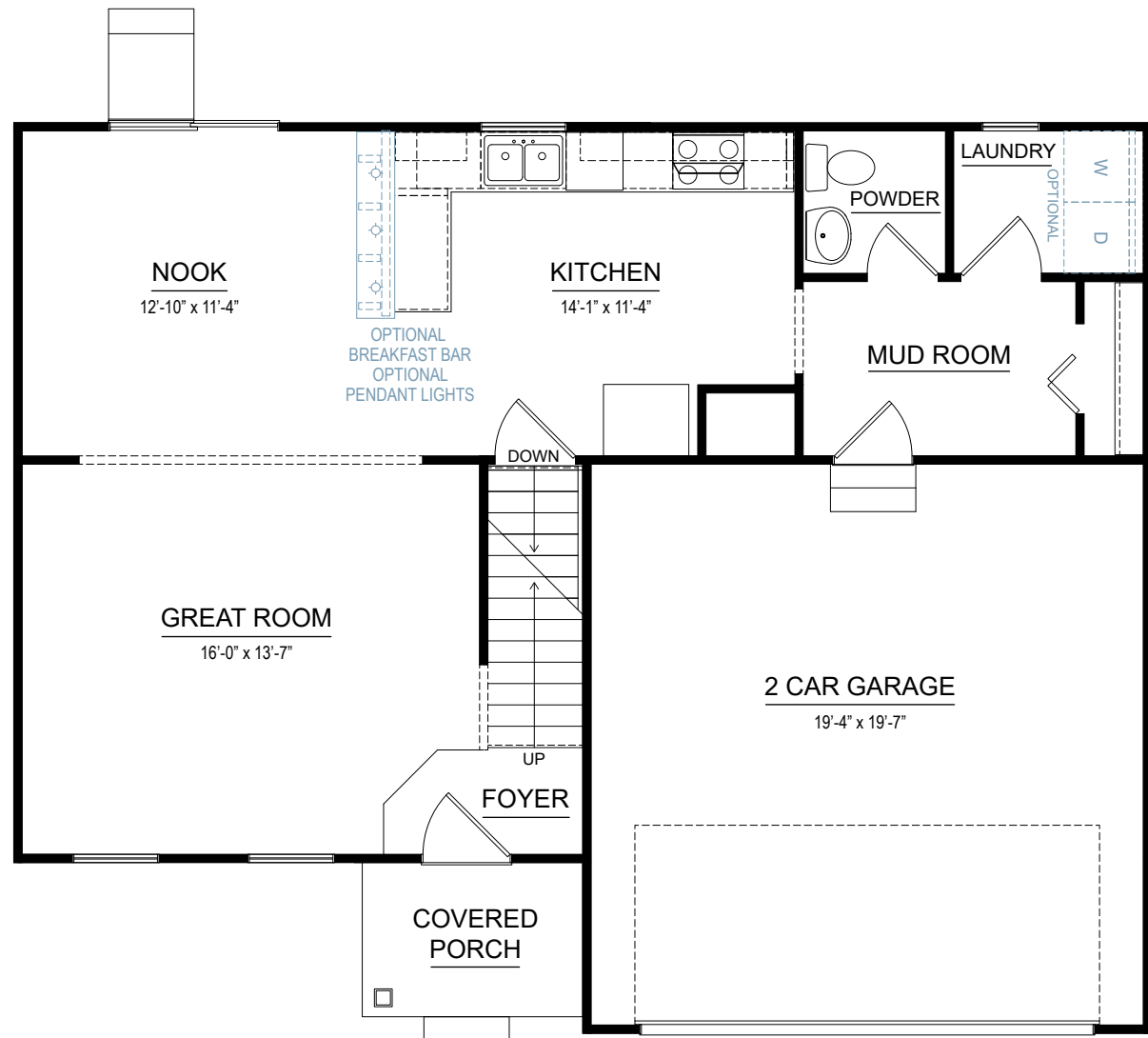
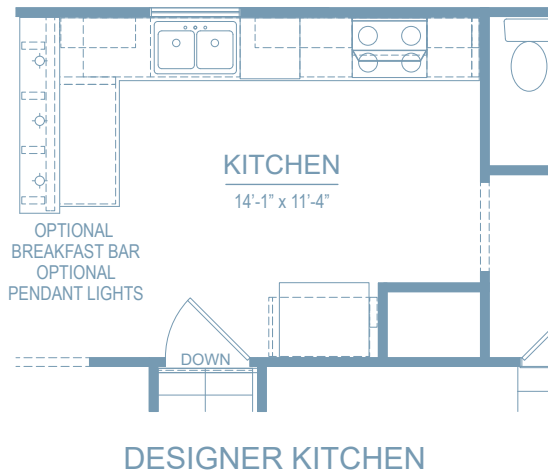


Elevation A2

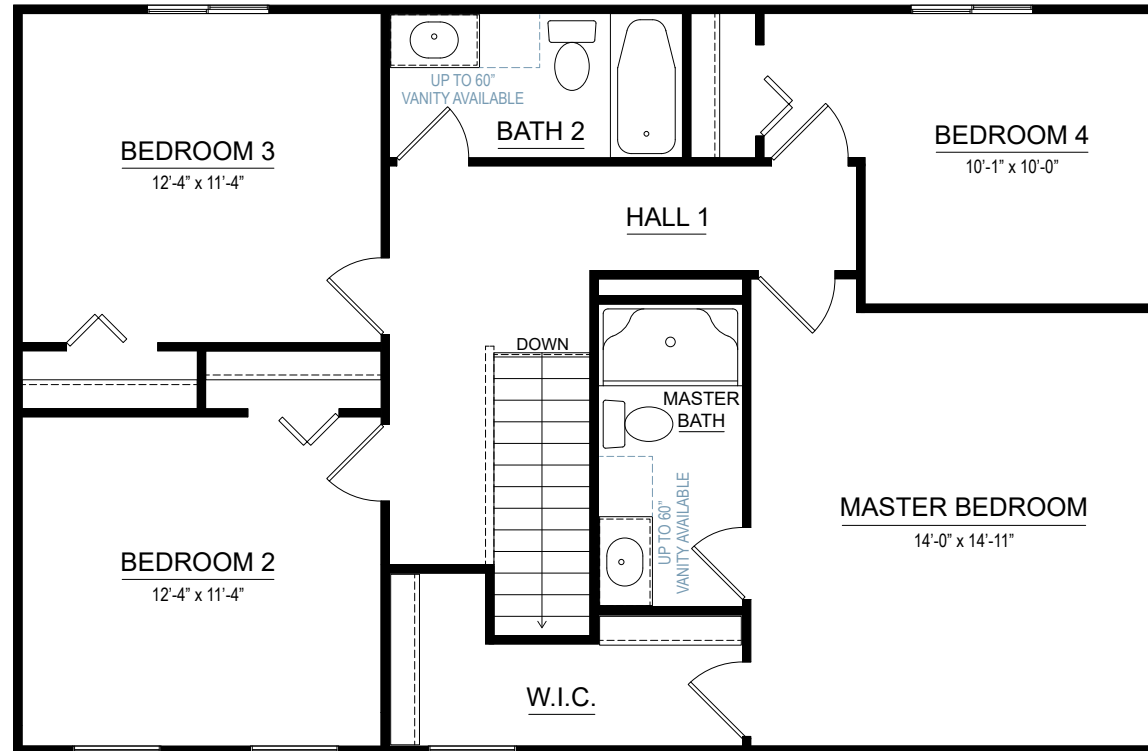


Elevation A3

Elevation A



FIRST FLOOR



SECOND FLOOR

integrity 2000

2,022 SF

4-5 bedrooms

2.5-3.5 bathrooms

2-car attached garage



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Elevation A1

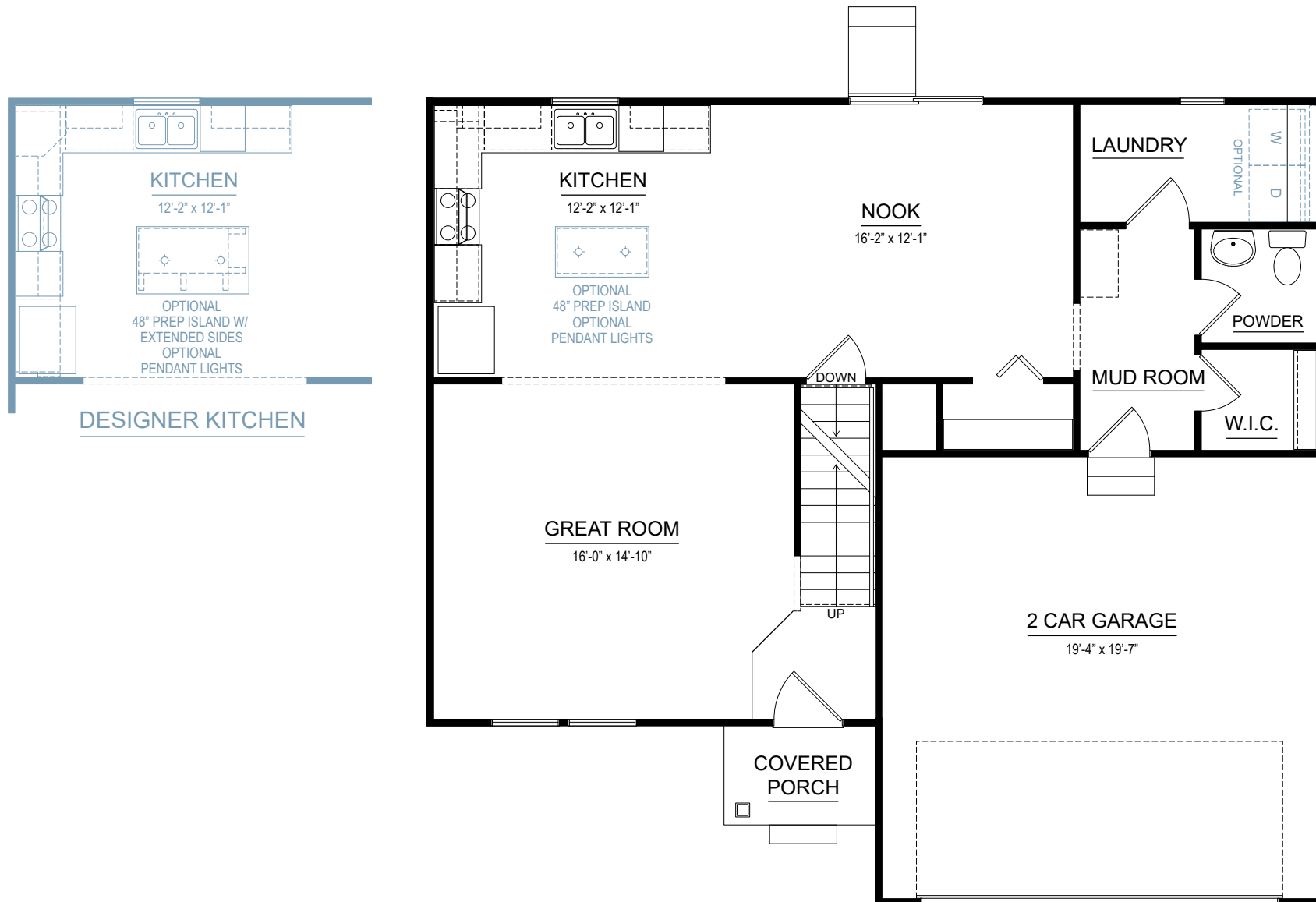


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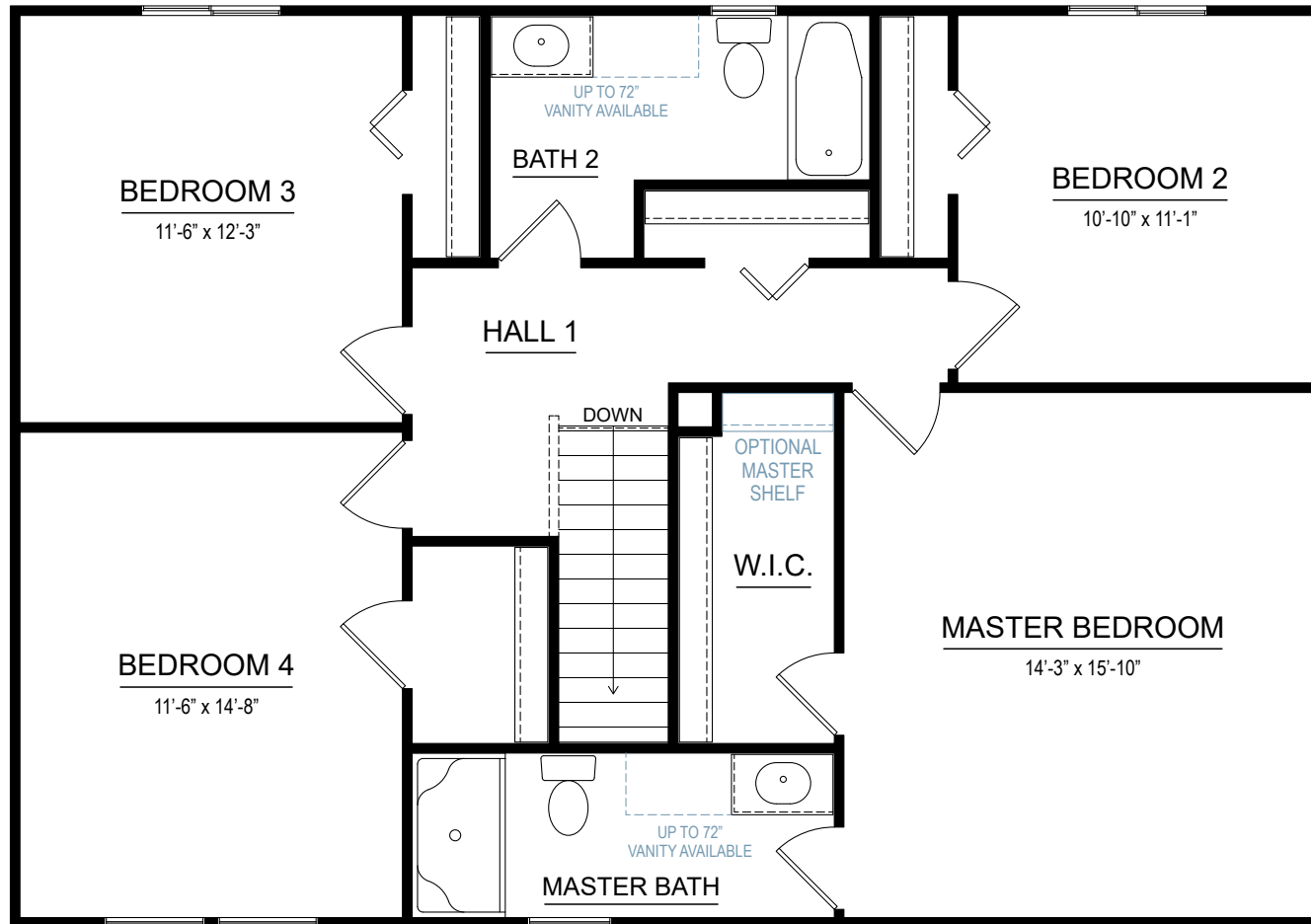


Elevation A3

Elevation A



FIRST FLOOR



SECOND FLOOR

integrity 2060

2,060 SF

3-4 bedrooms

2-2.5 bathrooms

2 car attached garage



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Elevation A1

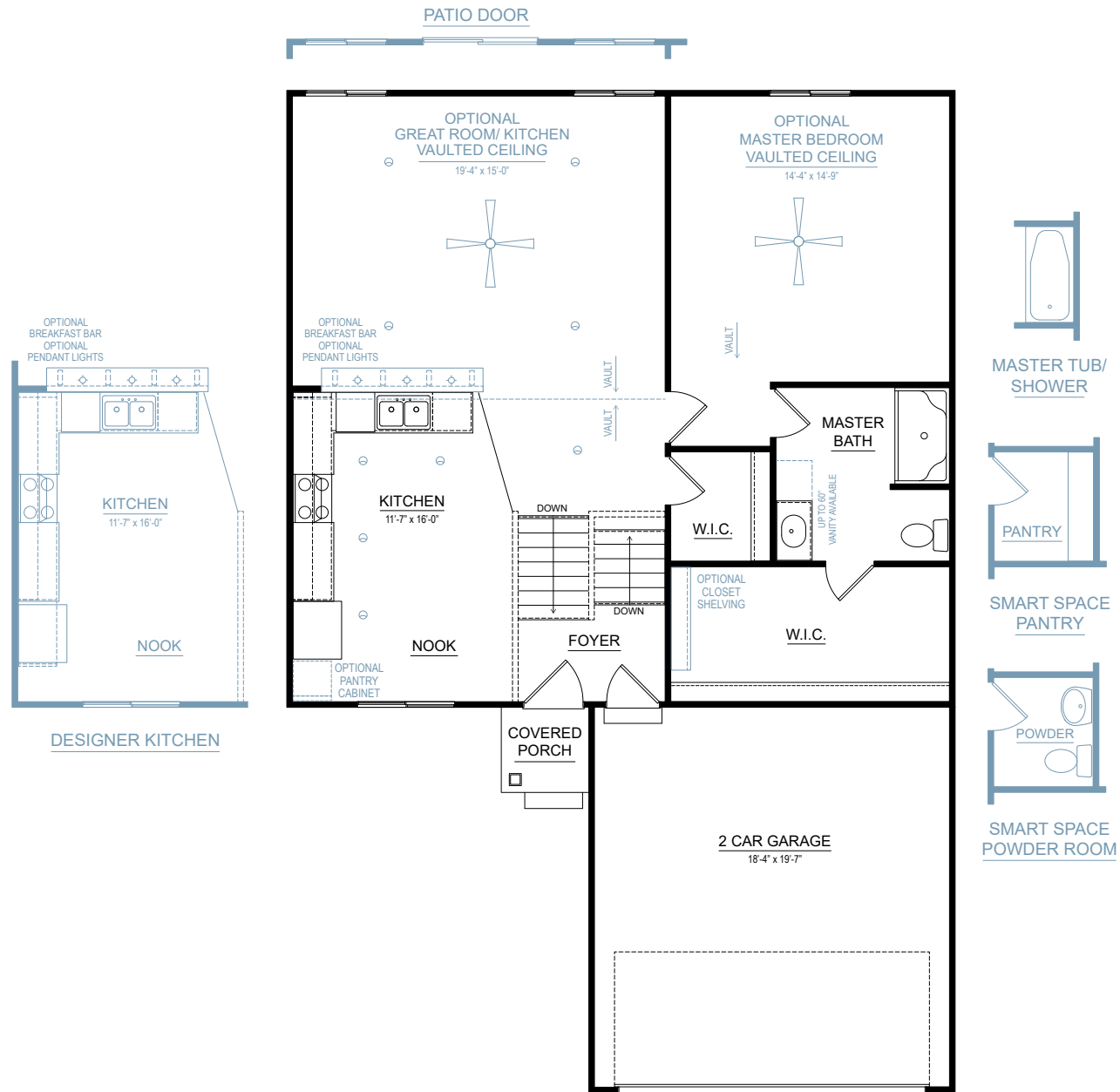


Elevation A2

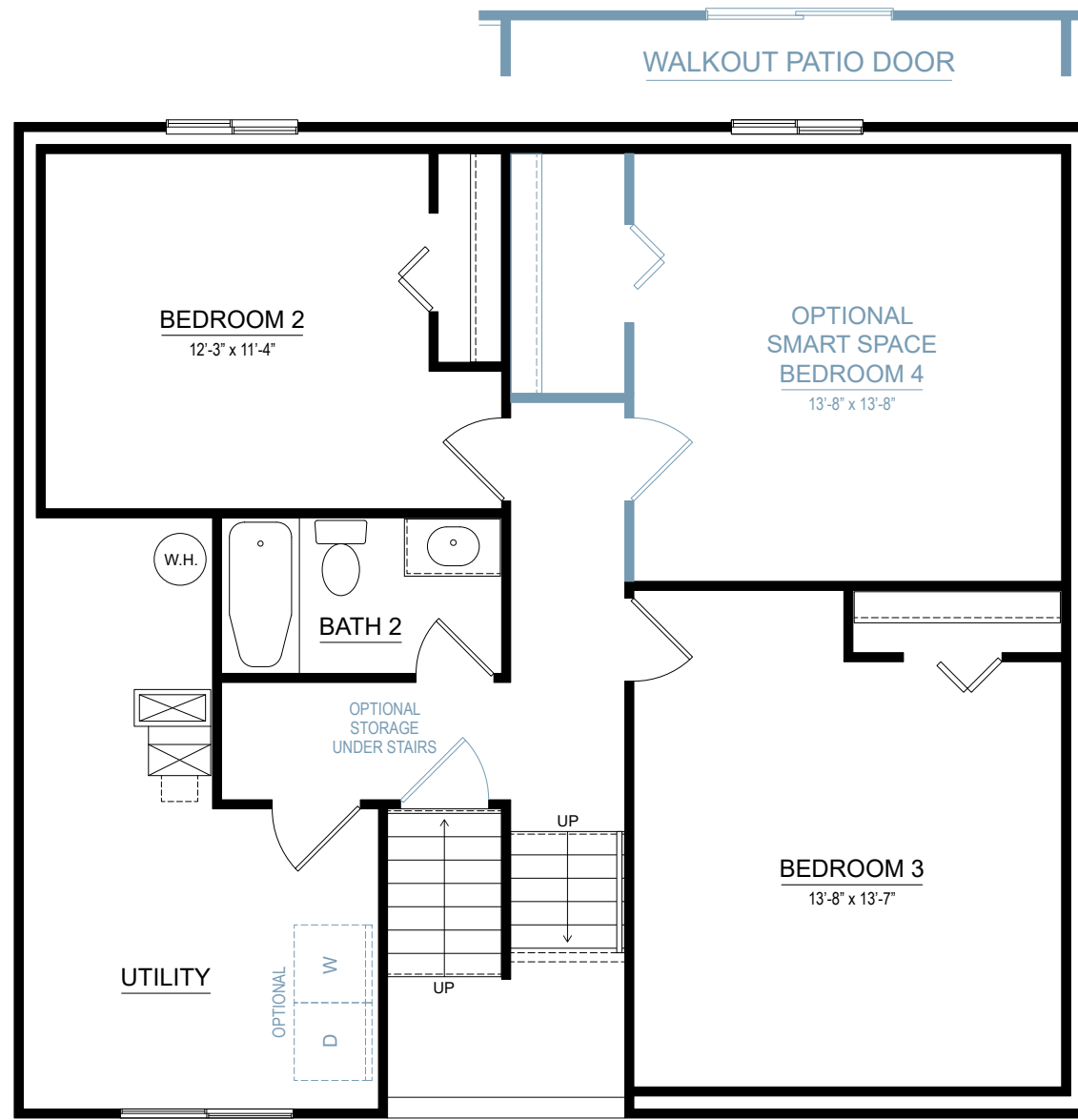


Elevation A3

Elevation A



FIRST FLOOR



BASEMENT

integrity 2280

2,276 SF

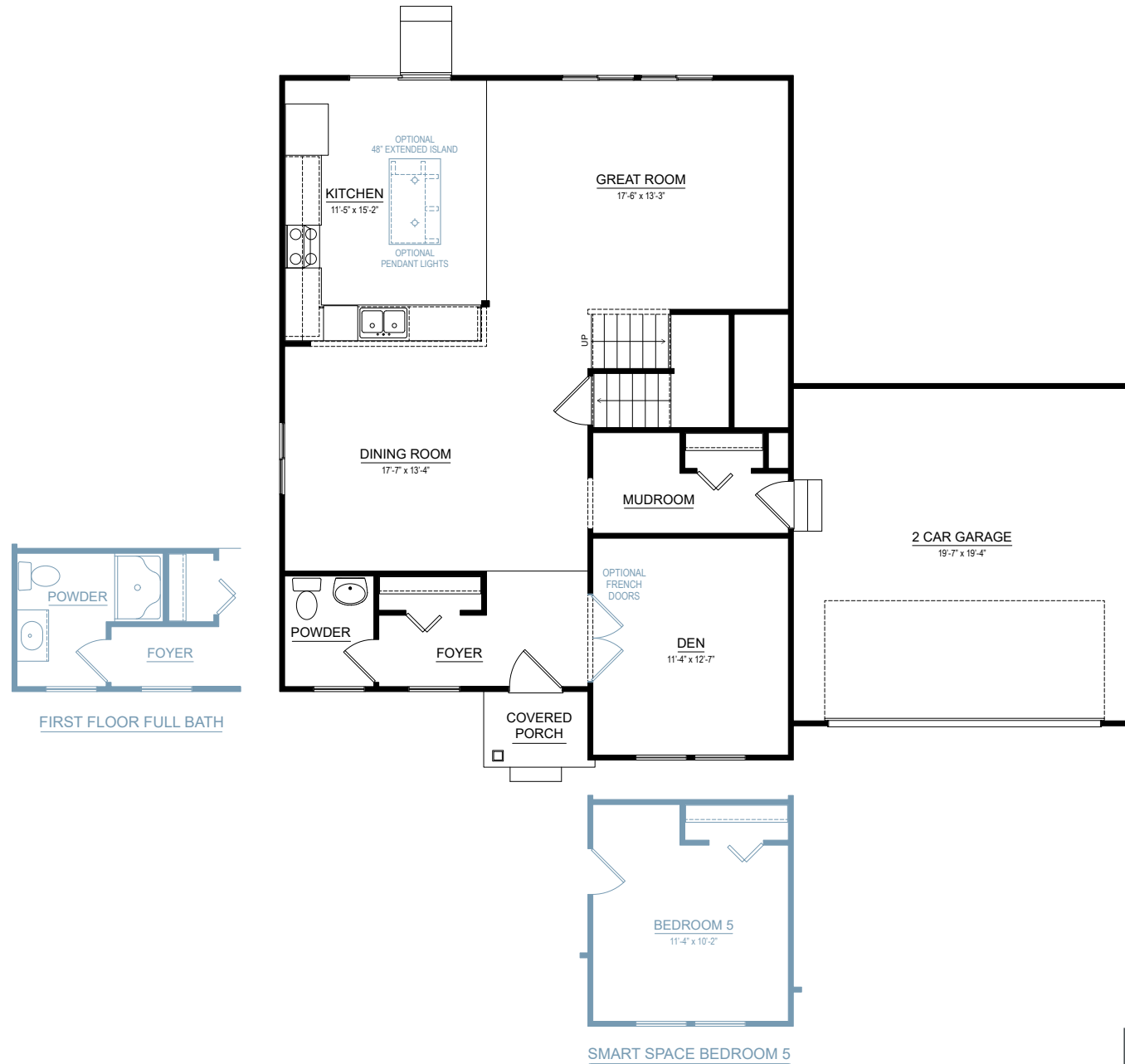
3-6 bedrooms

2.5-4 bathrooms

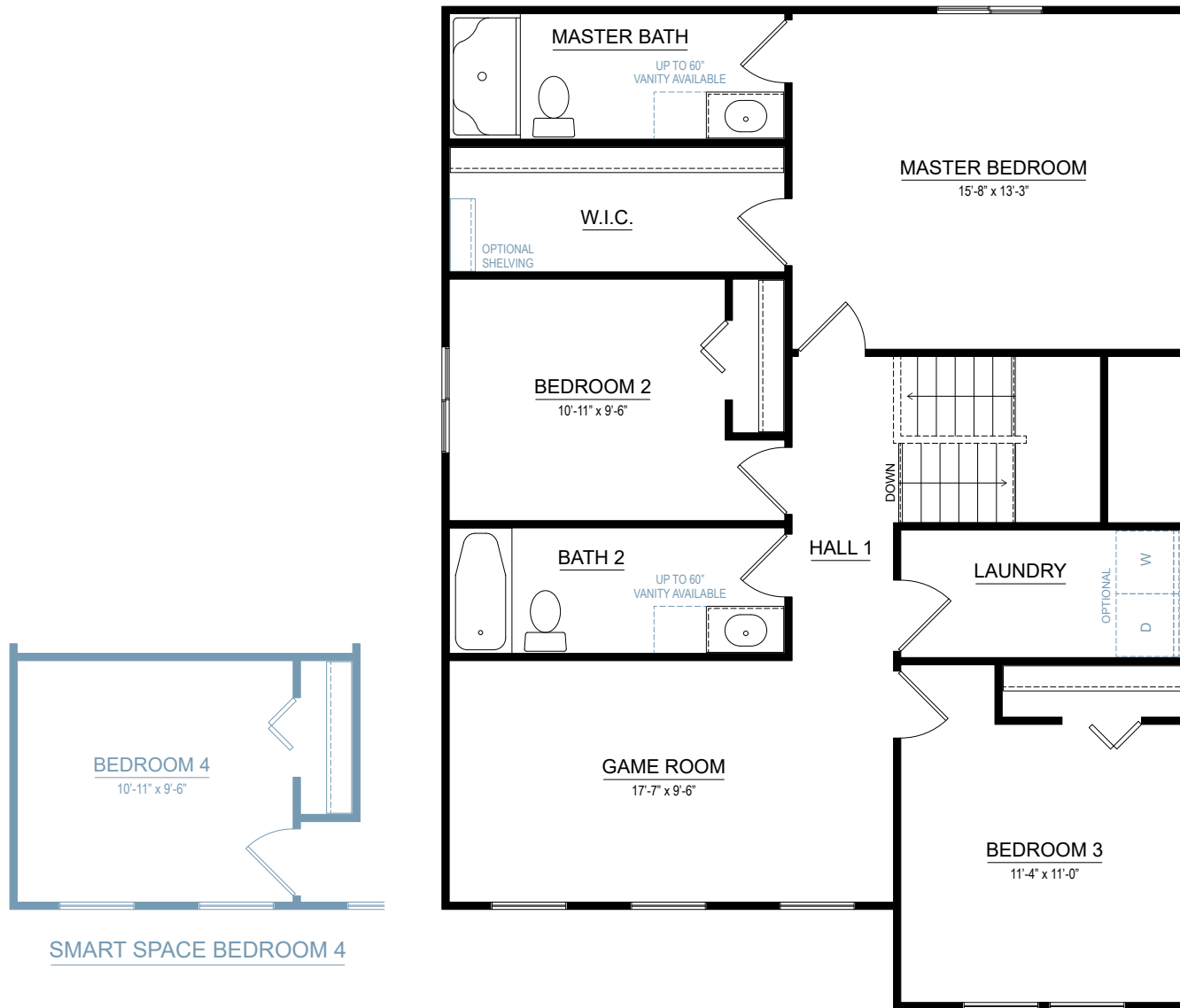
2-car attached garage



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FIRST FLOOR



SECOND FLOOR

City of Potterville

319 N. Nelson St. ♦ PO Box 488 ♦ Potterville, MI 48876 ♦ Phone: (517) 645-7641
Fax: (517) 645-7810 ♦ www.pottervillemi.org

RESOLUTION NO. 22-0317-03

At a regular meeting of the City Council of the City of Potterville, Eaton County, Michigan, held at the City Hall in said City on the 17th day of March at 7:00 p.m.

Present:

Absent:

The following Resolution was offered by _____ and seconded by _____

RESOLUTION TO ADOPT NEW MOBILE HOME PARK WATER AND WASTEWATER UTILITY FEE RATES IN ACCORDANCE WITH MICHIGAN RURAL WATER ASSOCIATION (MRWA) EVALUATION PROGRAM STUDIES.

WHEREAS, the City Council of the City of Potterville (“the City”) shall fund all principal and interest payments on all United States Department of Agriculture Rural Development (USDA RD) Revenue Bonds issued to the City for the construction and development of the City’s water and wastewater utility systems, payable from net revenues that shall meet the revenue requirements of total costs resulting from operation of the water and wastewater systems, after paying costs of operation and maintenance, replacement of operating equipment, capital improvement, administrative expenses of financial management, billing and meter reading etc., and debt service expenses of those systems; and

WHEREAS, such revenues shall consist of and be derived from utility fee rates and charges billed to the users of the City’s water and wastewater treatment systems, respectively, and composed in adopted fee schedules as determined by the City and amended from time to time upon analysis of the City and professional studies as provided by service groups such as the Michigan Rural Water Association (MWRA) 501c3 nonprofit organization; and

WHEREAS, the City and the USDA RD are in receipt of MWRA Evaluation Program Studies for the City’s water and wastewater utility systems as enclosed with this Resolution as “Exhibit A”; and

WHEREAS, the MWRA Evaluation Program Studies for the City’s water and wastewater utility systems include new Mobile Home Park water and wastewater utility fee rates that are summarized as follows:

City of Potterville

319 N. Nelson St. ♦ PO Box 488 ♦ Potterville, MI 48876 ♦ Phone: (517) 645-7641
Fax: (517) 645-7810 ♦ www.pottervillemi.org

NEW MOBILE HOME PARK UTILITY FEE RATE PER MONTH– WATER

	<u>Current Rate</u>	<u>New Rate</u>	<u>Change +/-</u>
“Usage” per 1,000 gal.	\$3.89 per 1,000 gal.	\$3.93 per 1,000 gal.	+\$0.04 per 1,000 gal.
“Ready to Serve” Mobile Home Park w/ 6-inch meter & 2-inch meter	\$13.57 per unit / \$4,912.78 per 362 units	\$13.33 per unit / \$4,825.46 per 362 units	-\$0.24 per unit / -\$87.32 per 362 units
“Ready to Serve” Mobile Home Park w/ 4-inch meter & 2-inch meter	\$8.16 per unit / \$604.28 per 74 units	\$13.33 per unit / \$986.42 per 74 units	+\$5.17 per unit / +\$382.14 per 74 units

NEW MOBILE HOME PARK UTILITY FEE RATE PER MONTH– WASTEWATER

	<u>Current Rate</u>	<u>New Rate</u>	<u>Change +/-</u>
“Usage” Per 1,000 gal.	\$2.95 per 1,000 gal.	\$3.08 per 1,000 gal.	+\$0.13 per 1,000 gal.
“Ready to Serve” Mobile Home Park w/ 6-inch meter & 2-inch meter	\$18.39 per unit / \$6,657.18 per 362 units	\$16.87 per unit / \$6,106.94 per 362 units	-\$1.52 per unit / -\$550.24 per 362 units
“Ready to Serve” Mobile Home Park w/ 4-inch meter & 2-inch meter	\$10.26 per unit / \$759.40 per 74 units	\$16.87 per unit / \$1,248.38 per 74 units	+\$6.61 per unit / +\$488.98 per 74 units

City of Potterville

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WHEREAS, the City has reviewed and held public hearing upon the new Mobile Home Park water and wastewater utility fee rates, as summarized above, that are in accordance with MRWA Rate Evaluation Program studies; and

WHEREAS, the new Mobile Home Park Utility Fee Rates for water and wastewater as listed above and enclosed in “Exhibit A”, is a uniform rate based upon total system costs of the City’s water and wastewater utilities that is fair and improves equity amongst customers of the City’s water and wastewater systems; and

WHEREAS, the City is an equal opportunity provider and employer that determines water and wastewater fees rates and schedules in a manner that is based on good business practices, fairness, and professional study from such groups as the MWRA; and

WHEREAS, the City shall make available all new water and wastewater utility fee rates and include them in a consolidated fee schedule that is available to the public and on file in the Office of the City Clerk; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council of the City of Potterville (the City) shall adopt the new Mobile Home Park Utility Fee Rate Amounts for water and wastewater services as set forth in “Exhibit A” as enclosed and as summarized above in this Resolution. The City’s new Mobile Home Park Utility Fee Rates for water and wastewater services shall be applied in a manner that is fair and uniform, and shall replace current water and wastewater utility fees rates. The new fee rates shall be incorporated in a new Utility Fee Schedule and Consolidated Fee Schedule for the City of Potterville that is to be on file with the Office of the City Clerk.
2. The new Mobile Home Park Utility Fee Rate for water and wastewater utility services shall go into effect no more than 60 days upon adoption of this Resolution.
3. Any and all Resolutions that are in conflict with this Resolution are hereby repealed, but only to the extent necessary to give this Resolution full force and effect.

City of Potterville

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Those Council Members voted:

Yeas:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED:

STATE OF MICHIGAN

COUNTY OF EATON

CLERK'S CERTIFICATE

I, Becky Dolman, the duly qualified and acting City Clerk of the City of Potterville, Eaton County Michigan DO HERBY CERTIFY that the foregoing is a true and complete copy of certain proceeding taken by the City Council of said City at regular meeting held on the 17th day of March of 2022.

Becky Dolman

City Clerk

“EXHIBIT A”

1. Michigan Rural Water Association City of Potterville Water Rate Study

<https://pottervillemi.org/wp-content/uploads/2022/01/Potterville-Water-Rates-Analysis-with-Mobile-Home-Park-Rate.pdf>

2. Michigan Rural Water Association City of Potterville Wastewater Rate Study

<https://pottervillemi.org/wp-content/uploads/2022/01/Potterville-Wastewater-Rate-Analysis-with-Mobile-Home-Park-Rate.pdf>

City of Potterville

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RESOLUTION NO. 22-0217-04

At a regular meeting of the City Council of the City of Potterville, Eaton County, Michigan, held at the City Hall in said City on the 17th day of March of 2022, at 7:00 p.m.

Present:

Absent:

The following Resolution was offered by _____ and seconded by _____

RESOLUTION TO ADOPT NEW WATER AND WASTEWATER UTILITY FEE RATES IN ACCORDANCE WITH MICHIGAN RURAL WATER ASSOCIATION (MRWA) EVALUATION PROGRAM STUDIES.

WHEREAS, the City Council of the City of Potterville (“the City”) shall fund all principal and interest payments on all United States Department of Agriculture Rural Development (USDA RD) Revenue Bonds issued to the City for the construction and development of the City’s water and wastewater utility systems, payable from net revenues that shall meet the revenue requirements of total costs resulting from operation of the water and wastewater systems, after paying costs of operation and maintenance, replacement of operating equipment, capital improvement, administrative expenses of financial management, billing and meter reading etc., and debt service expenses of those systems; and

WHEREAS, such revenues shall consist of and be derived from utility fee rates and charges billed to the users of the City’s water and wastewater treatment systems, respectively, and composed in adopted fee schedules as determined by the City and amended from time to time upon analysis of the City and professional studies as provided by service groups such as the Michigan Rural Water Association (MWRA) 501c3 nonprofit organization; and

WHEREAS, the City and the USDA RD are in receipt of MWRA Evaluation Program Studies for the City’s water and wastewater utility systems as enclosed with this Resolution as “Exhibit A”; and

WHEREAS, the MWRA Evaluation Program Studies for the City’s water and wastewater utility systems include new Utility Fee Rates for water and wastewater utility services that are summarized as follows:

City of Potterville

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NEW UTILITY FEE RATES PER MONTH – WATER

	<u>Current Rate</u>	<u>New Rate</u>	<u>Change +/-</u>
“Usage” per 1,000 gal.	\$3.89 per 1,000 gal.	\$3.93 per 1,000 gal.	+\$0.04 per 1,000 gal.
“Ready to Serve” 5/8-inch Meter Size	\$26.40 per meter	\$26.66 per meter	+\$0.26 per meter
“Ready to Serve” 1-inch Meter Size	\$69.30 per meter	\$66.66 per meter	-\$2.64 per meter
“Ready to Serve” 2-inch Meter Size	\$124.78 per meter	\$213.31 per meter	+\$88.53 per meter
“Ready to Serve” 3-inch Meter Size	\$479.50 per meter	\$399.96 per meter	-\$79.54 per meter
“Ready to Serve” 4-inch Meter Size	\$479.50 per meter	\$666.60 per meter	+\$187.10 per meter
“Ready to Serve” 6-inch Meter Size	\$4,788.00 per meter	\$1,333.20 per meter	-\$3,454.80 per meter

NEW UTILITY FEE RATES PER MONTH – WASTEWATER

	<u>Current Rate</u>	<u>New Rate</u>	<u>Change +/-</u>
“Usage” Per 1,000 gal.	\$2.95 per 1,000 gal.	\$3.08 per 1,000 gal.	+\$0.13 per 1,000 gal.
“Ready to Serve” 5/8-inch Meter Size	\$30.33 per meter	\$33.74 per meter	+\$3.41per meter
“Ready to Serve” 1-inch Meter Size	\$90.03 per meter	\$84.34 per meter	-\$5.69 per meter
“Ready to Serve” 2-inch Meter Size	\$134.40 per meter	\$269.89 per meter	+\$135.49 per meter
“Ready to Serve” 3-inch Meter Size	\$625.00 per meter	\$506.04 per meter	-\$118.96 per meter
“Ready to Serve” 4-inch Meter Size	\$625.00 per meter	\$843.40 per meter	+\$218.40 per meter

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“Ready to Serve”
6-inch Meter Size

\$6,521.00 per meter

\$1,686.80 per meter

-\$4,834.60 per meter

WHEREAS, the City has reviewed and held public hearing upon the new water and wastewater utility fee rates, as summarized above, that are in accordance with MRWA Rate Evaluation Program studies; and

WHEREAS, the new Utility Fee Rates for water and wastewater services as summarized and enclosed in “Exhibit A”, are based upon the total system costs of the City’s water and wastewater utilities that increases fairness and equity amongst customers of the City’s water and wastewater systems; and

WHEREAS, the City is an equal opportunity provider and employer that determines water and wastewater fees rates in a manner that is based on good business practices, fairness, and professional study from such groups as the MWRA; and

WHEREAS, the City shall make available all new water and wastewater utility fee rates and include them in a consolidated fee schedule that is available to the public and on file in the Office of the City Clerk; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council of the City of Potterville (the City) adopts the new water and wastewater utility fee rates for its public water and wastewater services as set forth in “Exhibit A” as enclosed and as summarized above in this Resolution. The City’s new utility fee rates shall be applied in a manner that is fair and uniform, and shall replace current water and wastewater utility fees rates. The new fee rates shall be incorporated in a new Utility Fee Schedule and Consolidated Fee Schedule for the City of Potterville that is to be on file with the Office of the City Clerk.
2. The new water and wastewater fee rates for water and wastewater utility services shall go into effect no more than 60 days upon adoption of this Resolution.
3. Any and all City Council Resolutions that are in conflict with this Resolution are hereby repealed, but only to the extent necessary to give this Resolution full force and effect.

City of Potterville

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Those Council Members voted:

Yeas:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED:

STATE OF MICHIGAN

COUNTY OF EATON

CLERK'S CERTIFICATE

I, Becky Dolman, the duly qualified and acting City Clerk of the City of Potterville, Eaton County Michigan DO HERBY CERTIFY that the foregoing is a true and complete copy of certain proceeding taken by the City Council of said City at regular meeting held on the 17th of March of 2022.

Becky Dolman

City Clerk

“EXHIBIT A”

1. Michigan Rural Water Association City of Potterville Water Rate Study

<https://pottervillemi.org/wp-content/uploads/2022/01/Potterville-Water-Rates-Analysis-with-Mobile-Home-Park-Rate.pdf>

2. Michigan Rural Water Association City of Potterville Wastewater Rate Study

<https://pottervillemi.org/wp-content/uploads/2022/01/Potterville-Wastewater-Rate-Analysis-with-Mobile-Home-Park-Rate.pdf>

City of Potterville

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RESOLUTION NO. 22-0317-05

At a regular meeting of the City Council of the City of Potterville, Eaton County, Michigan, held at the City Hall in said City on the 17th day of March, 2022, at 7:00 p.m.

Present:

Absent:

The following Resolution was offered by and seconded by .

RESOLUTION TO ADOPT MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) CONTRACT NO. 22-5081 FOR JOB NUMBER 214152CON, CONTROL SECTION EDB 23000 FOR THE SUNSET DRIVE LOCAL STREET PROJECT.

WHEREAS, the City Council of the City of Potterville (the City) has reached an understanding with the Michigan Department of Transportation (MDOT) Economic Development Category B Program to reconstruct a portion of Sunset Drive and a section of concrete sidewalk along the west side of Pine Hill Drive starting near Sunset Drive in the City of Potterville; and

WHEREAS, the project described in MDOT Contract No. 22-5081 for Job Number 214152CON, Control Section EDB 23000 as enclosed as “Exhibit A” has been reviewed by the City; and

WHEREAS, the Contract as enclosed has been approved for financing in part with funds from the State of Michigan appropriated to the Transportation Economic Development Fund, pursuant to Public Act 231, Section 9(1)(b); Public Act of 1987, as amended; and

WHEREAS, the City shall authorize City officials to sign and execute the MDOT Contract No. 22-5081 for Job Number 214152CON, Contract No. 22-5081 as enclosed as “Exhibit A”;

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council of the City of Potterville adopts the Michigan Department of Transportation (MDOT) Contract No. 22-5081 for Job Number 214152CON, Control Section EDB 23000 as enclosed as “Exhibit A”, and authorizes Mr. Bruce Kring, City Mayor, and Mrs. Becky Dolman, City Clerk to sign and execute said Contract and return two (2) authorized copies with certified adopting Resolutions to MDOT for execution within 35 days from March 8th 2022.

City of Potterville

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Fax: (517) 645-7810 ♦ www.pottervillemi.org

These Council Members voted:

Yeas:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED: March 17, 2022

STATE OF MICHIGAN

COUNTY OF EATON

CLERK'S CERTIFICATE

I, Becky Dolman, the duly qualified and acting City Clerk of the City of Potterville, Eaton County Michigan DO HERBY CERTIFY that the foregoing is a true and complete copy of certain proceeding taken by the City Council of said City at regular meeting held on the March 17th, 2022.

Becky Dolman

City Clerk

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Control Section	EDB 23000
Job Number	214152CON
Contract No.	22-5081

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT;" and the CITY OF POTTERVILLE, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY;" for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Potterville, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I," dated February 18, 2022, attached hereto and made a part hereof:

PART A – STATE PARTICIPATION

Hot mix asphalt crushing, shaping and paving along Sunset Drive from Hill Top Drive to Pine Hill Drive; and all together with necessary related work.

PART B – NO STATE PARTICIPATION

Concrete sidewalk along the west side of Pine Hill Drive starting near Sunset Drive for approximately 155 feet; and all together with necessary related work.

WITNESSETH:

WHEREAS, the State of Michigan is hereinafter referred to as the "State;" and

WHEREAS, the PROJECT has been approved for financing in part with funds from the State appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS," qualifies for funding pursuant to PA 231, Section 9(1)(b); Public Act of 1987, as amended, and is categorized as:

CATEGORY "B" FUNDED PROJECT

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST," as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering and inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to perform, at no cost to the PROJECT, such administration of the PROJECT covered by this contract as is necessary to assist the REQUESTING PARTY to qualify for funding. Such administration may include performing such review, legal, financing, any other PROJECT related activities as are necessary to assist the REQUESTING PARTY in meeting applicable State requirements.

The DEPARTMENT shall provide the REQUESTING PARTY with a notice to proceed with the award of the construction contract for the PROJECT.

The DEPARTMENT may make a final acceptance inspection of the PROJECT as necessary to ensure the PROJECT meets State requirements. Failure to comply with State requirements may result in forfeiture of future distributions of the Michigan Transportation Fund as described in Section 5. No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

4. The REQUESTING PARTY, under the terms of this contract, shall advertise and award the PROJECT work in accordance with the following:

- A. The REQUESTING PARTY will, at no cost to the DEPARTMENT or the PROJECT, design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT is for its own purposes and is not to nor does it relieve the REQUESTING PARTY of liability for any claims, causes of action or judgments arising out of the design of the PROJECT.
- B. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been

prepared in compliance with applicable State laws, standards, and regulations.

- C. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the contracting procedures to be followed by the REQUESTING PARTY in connection with the solicitation of the construction contract for the PROJECT shall be based on an open competitive bid process. It is understood that the proposal for the PROJECT shall be publicly advertised and the contract awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State statutes and regulations.
- (1) The REQUESTING PARTY shall not award the construction contract prior to receipt of a notice to proceed from the DEPARTMENT.
 - (2) Upon verification that contractor selection by the REQUESTING PARTY was made in accordance with the terms of this contract and upon receipt of the "Request for Payment" form from the REQUESTING PARTY, the DEPARTMENT will authorize payment to the REQUESTING PARTY for the eligible amount in accordance with Section 5.
- D. The REQUESTING PARTY will, at no cost to the PROJECT or the DEPARTMENT, comply with all applicable State statutes and regulations, including, but not limited to, those specifically relating to construction contract administration and obtain all permits and approvals with railway companies, utilities, concerned State, Federal, and local agencies, etc., and give appropriate notifications as may be necessary for the performance of work required for the PROJECT.
- The REQUESTING PARTY agrees to comply with all applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended by 1995 PA 60 and 1996 PA 173, MCL 324.9101 et. seq., for all PROJECT work performed under this contract, and the REQUESTING PARTY shall require its contractors and subcontractors to comply with the same.
- E. All work in connection with the PROJECT shall be performed in conformance with the DEPARTMENT'S current Standard Specifications for Construction, special provisions, and the supplemental specifications and plans pertaining to the PROJECT. All materials furnished and used in the construction of the PROJECT shall conform to the aforesaid

specifications. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.

- F. The REQUESTING PARTY shall, at no cost to the PROJECT or to the DEPARTMENT, appoint a project manager who shall administer the PROJECT and ensure that the plans and specifications are followed, and shall perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

Should the REQUESTING PARTY elect to use consultants for construction engineering and inspection, the REQUESTING PARTY shall provide a full-time project manager employed by the REQUESTING PARTY who shall ensure that the plans and specifications are followed.

- G. The REQUESTING PARTY shall require the contractor who is awarded the contract for the construction of the PROJECT to provide, as a minimum, insurance in the amounts specified in and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

- (1) Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- (2) Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
- (3) Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current Standard Specifications for Construction and to provide copies of notices and reports prepared to those insured.

5. The PROJECT COST shall be met in accordance with the following:

PART A

The PART A portion of the PROJECT COST shall be met in part by contributions

by TED FUNDS. State TED FUNDS Category B shall be applied to the eligible items of the PART A portion of the PROJECT COST up to an amount not to exceed the lesser of: (1) 50 percent of the approved and responsible low bid amount, or (2) \$100,000, the grant amount. The balance, if any, of the PART A portion of the PROJECT COST, after deduction of TED FUNDS, is the sole responsibility of the REQUESTING PARTY.

PART B

The PART B portion of the PROJECT COST is not eligible for TED FUNDS and shall be paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth

The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.

Based upon the final cost of the PROJECT and/or a request by the REQUESTING PARTY, a payment adjustment may be initiated and/or authorized by the DEPARTMENT for eligible items of the PROJECT COST such that the total amount of TED FUNDS does not exceed the grant amount. The REQUESTING PARTY shall certify all actual costs incurred for work performed under this contract that are eligible for payment with TED FUNDS and will be required to repay any TED FUNDS it received in excess of 50 percent of the total of such costs.

6. The REQUESTING PARTY shall establish and maintain adequate records and accounts relative to the cost of the PROJECT. Said records shall be retained for a period of three (3) years after completion of construction of the PROJECT and shall be available for audit by the DEPARTMENT. In the event of a dispute with regard to allowable expenses or any other issue under this contract, the REQUESTING PARTY shall continue to maintain the records at least until that dispute has been finally decided and the time after all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the records at any reasonable time after giving reasonable notice.

The REQUESTING PARTY, within six (6) months of completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final reporting of construction costs to the DEPARTMENT and certify that the PROJECT has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 998-502 and applicable State laws and regulations relative to audit requirements.

7. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing

right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, State and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Michigan Department of Environment, Great Lakes, and Energy, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

8. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either State or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in the cost of remediation, the amount of TED FUNDS the REQUESTING PARTY received from Grant #401 shall be forfeited back to the DEPARTMENT.

9. If State funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

10. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the State.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the

REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq. as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

11. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

12. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.

13. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

14. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

15. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964 being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

16. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF POTTERVILLE

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



February 18, 2022

EXHIBIT I

CONTROL SECTION	EDB 23000
JOB NUMBER	214152CON

ESTIMATED COST

Estimated PROJECT COST

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Contracted Work	\$200,000	\$ 11,845	\$211,845

ESTIMATED COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$200,000	\$ 11,845	\$211,845
Less TED FUNDS*	<u>\$100,000</u>	<u>\$ 0</u>	<u>\$100,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$100,000	\$ 11,845	\$111,845

NO DEPOSIT

*TED FUNDS for the PROJECT are limited to an amount as described in Section 5.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

City of Potterville

319 N. Nelson St. ♦ PO Box 488 ♦ Potterville, MI 48876 ♦ Phone: (517) 645-7641
Fax: (517) 645-7810 ♦ www.pottervillemi.org

RESOLUTION NO. 22-0317-06

At a regular meeting of the City Council of the City of Potterville, Eaton County, Michigan, held at the City Hall in said City on the 17 day of March 2022, at 7:00 p.m.

Present:

Absent:

The following Resolution was offered by _____ and seconded by _____.

RESOLUTION OF SUPPORT AND FULL FINANCIAL COMMITMENT FOR THE CITY OF POTTERVILLE DNR RECREATION PASSPORT GRANT APPLICATION RP22-0031, ENTITLED “SUNSET HILLS PARK PROJECT” THAT SHALL DEVELOP PUBLIC “ADA” ACCESS TO NEW AND EXISTING PARK FACILITIES AT THE CITY’S SUNSET HILLS PARK.

WHEREAS, the City Council of the City of Potterville (the City) supports the submission of grant application RP22-0031 to the DNR Recreation Passport Grant Program, as entitled “Sunset Hills Park Project” to develop improvements and public “ADA” access to new and existing park facilities located at Sunset Hills Park, East Gresham Highway, along Sunset Hills Drive in Section 23 of the City of Potterville, real property parcel #700-023-100-120-00; and

WHEREAS, the proposed application and project goals of improving “ADA” access, park aesthetics, park safety, environmental sustainability and public education are strongly supported by The City of Potterville’s 5-Year Parks and Recreation Plan; and

WHEREAS, the City supports and approves of the full financial commitment of the monetary grant match of \$43,000 in General Funds (Applicants own Cash) in addition to \$5,000 in Force Account Labor/Materials that is the City’s paid labor or owned materials that in total exceeds the minimum 25% grant match requirement of the City’s grant application RP22-0031 to the DNR Recreation Passport Grant Program;

NOW THEREFORE, BE IT RESOLVED, The City Council of the City of Potterville hereby authorizes submission of the City’s grant application RP22-0031 to the DNR Recreation Passport Grant Program, as entitled “Sunset Hills Park Project,” and supports, approves and fully

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commits to the financial commitment of \$43,000 in monetary grant matching funds in addition to \$5,000 in force account labor or materials owned by the City towards the grant application RP22-0031. The City's total grant match amount shall be considered \$48,000 that exceeds the minimum 25% grant match requirement of the total project cost of \$166,600 for the City's application RP22-0031 to the DNR Recreation Passport Grant Program.

Those Council Members voted:

Yeas:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED:

STATE OF MICHIGAN

COUNTY OF EATON

CLERK'S CERTIFICATE

I, Becky Dolman, the duly qualified and acting City Clerk of the City of Potterville, Eaton County Michigan DO HERBY CERTIFY that the foregoing is a true and complete copy of certain proceeding taken by the City Council of said City at regular meeting held on the 17th of March 2022.

Becky Dolman

City Clerk

City of Pottersville RP22-0031
Sunset Hills Park Improvements

Cost Opinion

<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Cost Table Scope Items (color)</u>
1	GC, OH&P (10% Max.)	LSUM	1	\$13,000.000	\$13,000	50% split between Access Pathway 6' wide / Paved ADA Parking Space(s)
2	Excavation, Earth	Cyd	304	\$27.000	\$8,200	Access Pathway 6' wide or more
3	Subbase, Sidewalk, CIP	Cyd	100	\$27.000	\$2,700	
4	Sidewalk Ramp, Conc, 4 inch	Sft	284	\$11.000	\$3,100	
5	Pavt, Rem	Syd	5	\$11.000	\$100	
6	Curb Ramp Opening, Conc	Ft	36	\$32.000	\$1,200	
7	Detectable Warning Surface	Ft	25	\$44.000	\$1,100	
8	Sidewalk, Conc, 4 inch	Sft	5160	\$5.500	\$28,400	
9	Driveway Opening, Conc, Det M	Ft	126	\$32.000	\$4,000	Paved ADA Parking Space(s) & Paved Parking Lot
10	Curb and Gutter, Rem	Ft	140	\$10.000	\$1,400	
11	Subbase, CIP	Cyd	70	\$17.000	\$1,200	
12	Agg Base, MDOT 21AA, 6 inch	Syd	210	\$18.000	\$3,800	
13	HMA, LVSP	Ton	45	\$140.000	\$6,300	
14	Curb & Gutter, Conc, Roll Curb	Ft	9	\$25.000	\$200	
15	Curb & Gutter, Conc, Detail F4	Ft	145	\$25.000	\$3,600	
16	Pavement Markings	LSUM	1	\$2,000.000	\$2,000	
17	Rail Rider-Dual Track w/inclusive Seat	LSUM	1	\$35,000.000	\$35,000	ADA Unique Playground Component
18	ADA Compliant Tiles	Sft	552	\$15.000	\$8,300	
19	Interpretive Sign	Ea	1	\$2,500.000	\$2,500	Signage and Benches
20	Signs: Barrier Free, RPGP, Park Location	Sft	12	\$300.000	\$3,500	
21	Benches, Recycled	Ea	2	\$1,200.000	\$2,400	
22	Perennial native species Landscaping	Sft	540	\$17.000	\$9,200	Landscaping
23	Trees	Ea	2	\$700.000	\$1,400	
24	Restoration	Syd	225	\$10.000	\$2,300	
Total Construction Cost Opinion					\$144,900	
Contingency, 9%					\$13,000	Engineering
Engineering, 6%					\$8,700	
Total Project Cost					\$166,600	

