

AGENDA REPORT

TO: Mayor & City Commissioners
FROM: Ken Hibl, City Manager
DATE: June 16, 2010
RE: City Manager's Report



For the Agenda of June 21, 2010

Planning Commission Meeting. The Planning Commission will hold a special meeting on June 30th in lieu of its regularly scheduled July meeting. The purpose of the special meeting is to accommodate consideration of two site plan applications (one involving a concurrent request for zoning change) and a recommendation by the City's Main Street Board for an ordinance change, which has been scheduled for consideration by the City Commission at the Commission's July 6th meeting.

Depot Project. A purchase agreement (*copy att'd*) has been negotiated for the purchase of the former CarQuest Building and submitted to the Register of Deeds for filing. The Depot Committee continues to meet monthly (most recently June 16th) and make progress on tasks related to the depot project. The committee approved a marquee/logo (*copy att'd*) that will be utilized on all future marketing efforts and correspondence related to the depot. The first rendition of a 3-D architectural rendering of the depot was presented to the committee for review; initial rehabilitation cost estimates have been developed; we've received an estimate for moving the depot; and the first "soft" marketing efforts should commence within the next few weeks.

Hatton Township Landfill Update. As reflected in the attached email and spreadsheet provided by John Holland, the latest Health Department water well samplings indicate trace contamination levels of at least one drinking water well affected by the Hatton Township Landfill plume. I intend to list this matter as a discussion topic at a future meeting and provide the Commission recommendations we should take related to these latest test results.

Candidate Listing – August Primary. A partial listing of candidates for the August Primary Election are provided for the City Commission's information. We (the City) are represented by officials elected in the 97th and 99th Districts. Diane has the complete candidate listing if any of the Commissioners are interested.

Automated Sound Recording Devices. At a City Commission meeting approximately three months ago, Commissioner Tom asked us to inquire regarding the availability and cost of an automated sound sensing device that is linked to a camera device for the downtown area. We checked on the query immediately following the meeting, but I have consistently failed to mention that all the sources we queried informed us that such a device is not presently available – the only automated device linked to a camera that is currently available is one to record vehicular speeds.

Attachments.

1. Purchase Agreement.
2. Logo.
3. Partial Candidate List..

JAYNIE SMITH HOERAUF, P.C.

ATTORNEY AT LAW

601 Beech Street / P.O. Box 67 / Clare, Michigan 48617
Phone (989) 386-3434 / Fax (989) 386-3636
E-mail / hoerauf@sbcglobal.net

LETTER OF TRANSMITTAL

TO: Clare County Register of Deeds
225 West Main
Harrison MI 48625

RE: City of Clare / MMCAA - Hawley

FROM: Jaynie Smith Hoerauf

DATE: June 15, 2010

ENCLOSURE(S): Option to Purchase, check for fee

INSTRUCTION(S): Please record, return to my office

CERTIFICATE OF MAILING

I, the undersigned, hereby certify that the document(s) contained herein was (were) mailed by First Class Mail to the person(s) listed above, at the address(es) shown hereon, on said date. I further certify that the appropriate postage was placed on said mailings with the return address of JAYNIE SMITH HOERAUF, P.C., 601 Beech Street, P.O. Box 67, Clare, Michigan 48617-0067.

Suzie Sunday
Secretary

Enclosure

cc: Ms. Jill Sutton
Mr. Ken Hibl

OPTION FOR PURCHASE OF LAND

THIS CONTRACT made this 15th day of June, 2010, by and between RICHARD E. HAWLEY and LOIS A. HAWLEY, husband and wife, of 11193 Deer Lake Road, Clare, MI 48617, as Sellers, and MID MICHIGAN COMMUNITY ACTION AGENCY, as Purchaser, of P.O. Box 768, Farwell, MI 48622.

WITNESSETH, that the Sellers, in consideration of the sum of Five Thousand and no/100ths (\$5,000.00) Dollars paid to them on execution of this option by Purchaser Mid Michigan Community Action Agency, do hereby agree that they shall and will at any time within one (1) year from the date hereof, at the written request of the Purchaser, execute and deliver to them, or to any person or persons as the said Purchaser shall direct in writing, a Warranty Deed of the following described land situated in the City of Clare, County of Clare, State of Michigan, more commonly known as 203 W. Fourth St., Clare, MI 48617 and described as: T17N R4W SEC 34 . A PAR BD ON N BY S L OF 4TH ST ON E BY W L OF LOT 1 BLK 28 ON S & W BY N L OF R/W PM RR EXC 80 FT ON E SIDE. City of Clare, Clare County, Michigan, for the sum of One Hundred Thousand and no/100ths (\$100,000.00) Dollars in cash at closing.

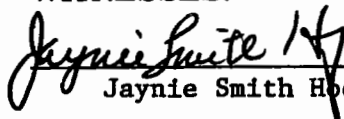
It is agreed by and between the parties hereto, that if the Purchaser at the expiration of the aforesaid limited time shall have declined or omitted to make application for the purchase of said land at the price aforesaid, then this

instrument shall be void, and the above sum of Five Thousand and no/100ths (\$5,000.00) Dollars so paid as aforesaid shall be forfeited by the Purchaser, and the Sellers shall have the right to retain the same, as and for liquidated damages, and the Purchaser shall relinquish to Sellers all claim to the said land, either in law or equity, and also all claim to the said sum of Five Thousand and no/100ths (\$5,000.00) Dollars, so paid as aforesaid, and no claim of the Purchaser under this Contract shall then be effectual. It is agreed by and between the parties hereto, that if the Purchaser shall exercise the option to purchase, the above sum of Five Thousand and no/100ths (\$5,000.00) Dollars so paid shall be credited to the purchase price at closing.

The parties agree that the Purchase Agreement will be substantially as set forth in Exhibit "A".

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

WITNESSES:


Jaynie Smith Hoerauf


Suzie Sunday


RICHARD E. HAWLEY


LOIS A. HAWLEY

MID MICHIGAN COMMUNITY ACTION AGENCY

Suzie Sunday
Suzie Sunday
Danielle McGraw
Danielle McGraw

Jill Sutton
BY: JILL SUTTON
Its: Executive Director

STATE OF MICHIGAN)
)ss.
COUNTY OF CLARE)

Subscribed and sworn to before me a Notary Public this 15th day of June, 2010, by RICHARD E. HAWLEY and LOIS A. HAWLEY, husband and wife.

Suzanne L. Sunday
Suzanne L. Sunday
Notary Public
Clare Co., MI
My Commission Expires: 6/29/2011
Acting in the County of: Clare

STATE OF MICHIGAN)
)ss.
COUNTY OF CLARE)

Subscribed and sworn to before me a Notary Public this 8th day of June, 2010, by MID MICHIGAN COMMUNITY ACTION AGENCY, by Jill Sutton, its Executive Director.

Danielle Y. McGraw
Danielle Y. McGraw
Notary Public
Clare Co., MI
My Commission Expires: 5/10/2015
Acting in the County of: Clare

PREPARED BY:
JAYNIE SMITH HOERAUF P47885
JAYNIE SMITH HOERAUF, P.C.
601 Beech, Box 67
Clare MI 48617
(989) 386-3434

ATTACHMENT A
PRELIMINARY AGREEMENT FOR SALE OF REAL ESTATE

THIS CONTRACT, made at _____, Michigan, this ____ day of _____, 2010, by and between RICHARD E. HAWLEY and LOIS A. HAWLEY, husband and wife, as Seller, and MID MICHIGAN COMMUNITY ACTION AGENCY, INC., as Purchaser,

WITNESSETH, the Seller agrees to sell and convey and the Purchaser agrees to purchase, on terms and conditions hereinafter stated, the real property, with building and improvements thereon, approximately described as:

203 W. Fourth St., Clare, MI 48617 and described as : T17N R4W SEC 34 . A PAR BD ON N BY S L OF 4TH ST ON E BY W L OF LOT 1 BLK 28 ON S & W BY N L OF R/W PM RR EXC 80 FT ON E SIDE. City of Clare, Clare County, Michigan.

The purchase price is One Hundred Thousand and no/100ths (\$100,000.00) Dollars payable as follows: _____ and no/100ths (\$_____) Dollars upon execution of this Agreement, receipt of which is hereby acknowledged; the balance of the purchase price shall be payable in cash upon closing which shall be within thirty (30) days, at which time purchaser will receive a warranty deed and possession of said premises.

The Seller shall furnish for Purchaser's examination a reasonable time before said delivered date a complete abstract of title, or a policy of title insurance, certified to a date subsequent hereto showing merchantable title to said premises in the Seller, free and clear of all encumbrances except restrictions of record and covenants running with the land and duly recorded, if any.

The Seller shall be allowed a reasonable extension of time for correction of defects in title, if any. The abstract shall remain the property of the Seller and in his custody until payment of the purchase price is completed but shall be reasonably loaned to the Purchaser upon posting of ample security for its safe return. Said abstract shall become the property of the Purchaser upon the full payment of the purchase price.

Taxes to be apportioned to date of giving possession of premises. Risk of loss by fire or act of god until said date is assumed by the Seller. Time is of the essence of this Agreement.

The Purchaser agrees to purchase the above described premises from the Seller for the purchase price stated and to pay for same in the manner set

forth.

If the title is not marketable, or if the terms of purchase are contingent upon ability to obtain a new mortgage and cannot be met, this deposit is to be refunded. In the event the Purchaser fails to conclude the sale on these terms, then Seller shall be entitled to retain the sum deposited as liquidated damages, or seek specific performance.

A disclosure statement pursuant to MCL 565.961 effective January 1, 1994, has been or will be executed by the parties before this purchase agreement shall be binding.

Sellers/transferors represent that they have complied with the above disclosure act and a disclosure statement has been executed by them and provided to Purchasers/transferees acknowledge receipt of that disclosure statement.

The parties agree that purchaser is responsible for paying closing costs.

Environmental Matters. To the best of Sellers' knowledge, there is no Hazardous Material in, on, or under the Location. In addition, there are no presently pending or threatened administrative or enforcement actions, investigations, compliance orders, claims, demands, actions, or litigation based on environmental laws or regulations or otherwise related to the presence of Hazardous Material, in, on, or under the Location. Sellers make no other environmental representations or warranties, but Sellers acknowledge that neither Party is required to close the transactions contemplated by this Agreement unless satisfied with the environmental reports or assessments conducted in accordance with this Agreement. For purposes of this paragraph, the term "Hazardous Material" shall mean any toxic or hazardous waste or substance (including without limitation asbestos and petroleum products) regulated by applicable local, state, or federal environmental laws or regulations.

The conditions, of this Agreement, extend to and bind the heirs, administrators, successors and assigns of the parties hereto.

WITNESS:

SELLER

RICHARD E. HAWLEY

LOIS A. HAWLEY

**PURCHASER
MID MICHIGAN COMMUNITY ACTION
AGENCY, INC.**

**BY:
ITS:**

**PREPARED BY:
JAYNIE SMITH HOERAUF
JAYNIE SMITH HOERAUF, P.C.
601 Beech Street, P.O. Box 67
Clare MI 48617
(989) 386-3434**





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Clare, Michigan 48617

From: John Holland [jholland@cityofclare.org]
Sent: Friday, June 11, 2010 11:50 AM
To: 'Ken Hibi'
Subject: Landfill news
Attachments: Health Dept. summary spring 2010.xlsx

Good Morning Ken

I received the Health Dept. sample results, more bad news. We've had more detection of contamination in the drinking water wells of several home owners in the area. The wells were sampled both in May and April. Everything was detected below the maximum contaminate level for drinking water.

John E. Holland, Jr.
Superintendent WWT
City of Clare
202 W. Fifth Street
Clare, MI 48617
Ph: 989-386-2321
Fax: 989-386-2387

Leaders are visionaries with a poorly developed sense of fear and no concept of the odds against them. They make the impossible happen.-
Dr. Robert Jarvik, Inventor of the Artificial Heart

Name	Address	May			April		
		TCE	Cis 1,4 Dichloroethylene	Tetrahydrofuran	TCE	Cis 1,4 Dichloroethylene	Tetrahydrofuran
Kim Walker	4887 S Clare Ave.	0.0025	Trace	ND	0.0016	ND	ND
Robert Shull	4975 S Clare Ave.	ND	ND	0.005	ND	ND	Trace
George Shull	4141 E. Browns Rd	ND	Trace	ND	ND	Trace	ND

All results in mg/L

MICHIGAN DEPARTMENT OF STATE
 Bureau Of Elections
 P. O. Box 20126
 Lansing, Michigan 48901
 Phone: (517) 373-2540

Candidate Listing
 All State And Judicial Offices
 Primary Election
 Tuesday, August 3, 2010

OFFICIAL

Party/ In incumbent Candidate Name Candidate Address Filing Method # Signatures Return/Destroy Resub/Petitions ID#

Governor 4 Year Term (1) Position 020000000

REP	Bouchard, Mike	344 Fairfax	Birmingham	MI	48009	05/10/10 P	23800	DP	514415-9
REP	Cox, Mike	Post Office Box 530970	Livonia	MI	48153	05/05/10 P	25469	RP	514271-6
REP	George, Tom	Post Office Box 13036	Lansing	MI	48901	05/10/10 P	33005	DP	514299-7
REP	Hoekstra, Pete	Post Office Box 1287	Holland	MI	49422	04/07/10 P	25711	RP	514353-2
REP	Snyder, Rick	Post Office Box 7371	Ann Arbor	MI	48107	04/16/10 P	30000	RP	514347-4
DEM	Bernero, Virg	Post Office Box 10067	Lansing	MI	48901	05/06/10 P	31187	RP	514609-7
DEM	Dillon, Andy	Post Office Box 40927	Redford	MI	48240	04/28/10 P	30000	RP	514623-8

1st District Representative in Congress 2 Year Term (1) Position 060010000

REP	Allen, Jason	Post Office Box 542	Petoskey	MI	49770	05/11/10 P	1650	RP	
REP	Benishck, Dan	802 Pentoga Trail	Crystal Falls	MI	49920	05/03/10 P	1969	RP	
REP	Donlon, Patrick	E2361 M-134	St Ignace Township	MI	48781	05/11/10 P	1415	RP	
REP	Goldthorpe, Linda	2693 County Road 377	McMillan	MI	49853	05/11/10 P	1200	RP	
REP	Hooper, Don	671 M-73	Iron River	MI	49935	04/29/10 P	1406	RP	
REP	Stillings, Tom	Post Office Box 30	Eastport	MI	49627	05/10/10 P	1400	DP	
DEM	McDowell, Gary	Post Office Box 53	Pickford	MI	49774	05/11/10 P	1726	RP	

2nd District Representative in Congress 2 Year Term (1) Position 060020000

REP	Cooper, Bill	800 Ellis Road	Norton Shores	MI	49441	04/15/10 P	1572	RP	
REP	Huizenga, Bill	Post Office Box 254	Zeeland	MI	49426	05/10/10 P	1800	DP	
REP	Kuipers, Wayne D.	Post Office Box 1241	Holland	MI	49422	05/11/10 P	1860	RP	
REP	Larson, Chris	Post Office Box 11	Ferrysburg	MI	49409	03/12/10 P	1022	RP	
REP	Reichardt, Field	Post Office Box 659	Grand Haven	MI	49417	05/11/10 P	1500	DP	
REP	Riemersma, Jay	Post Office Box 1467	Holland	MI	49422	05/06/10 P	1803	RP	
REP	Schendel, Ted	8333 Woodland Road	Honor	MI	49640	03/22/10 P	1324	DP	
DEM	Johnson, Fred	120 West 28th Street	Holland	MI	49424	05/07/10 P	1527	DP	
DEM	McClure, Nicolette	Post Office Box 259	Idlewild	MI	49642	05/10/10 P	1560	RP	

Party/ Status Incumbent Candidate Name Candidate Address Filed On Method # Signatures Return/Destroy Fees/Petitions ID#

95th District State Representative 2 Year Term (1) Position Files In SAGINAW County

REP	Harvey, Sarge	508 Ardussi	Saginaw	MI	48602	05/10/10 F	100.00		515120-4
REP	Wilson, Joel I.	3548 S. Doncaster Ct Apt B1	Saginaw	MI	48603	05/11/10 F	100.00		515248-3
DEM	Dietrich, Greg	5245 Wadsworth Road	Saginaw	MI	48601	01/25/10 F	100.00		514692-3
DEM	Erwin Oakes, Stacy	3309 Carter	Saginaw	MI	48601	01/19/10 F	100.00		514664-2
DEM	Horgan, J. J.	4095 Eastport Road	Bridgeport	MI	48722	03/15/10 F	100.00		514828-3
DEM	Seals, Joyce J.	Post Office Box 3616	Saginaw	MI	48605	02/03/10 F	100.00		514726-9
DEM	Smith, Pamela Pugh	Post Office Box 3626	Saginaw	MI	48605	04/07/10 P	323	DP	514901-8

95th District State Representative Partial Term Ending 01/01/2011 (1) Position Files In SAGINAW County

REP	Harvey, Sarge	508 Ardussi	Saginaw	MI	48602	05/10/10 F	100.00		515120-4
DEM	Dietrich, Greg	5245 Wadsworth Road	Saginaw	MI	48601	04/30/10 F	100.00		514692-3
DEM	Erwin Oakes, Stacy	3309 Carter	Saginaw	MI	48601	05/06/10 F	100.00		514664-2
DEM	Horgan, J. J.	4095 Eastport Drive	Bridgeport	MI	48722	04/29/10 F	100.00		514828-3
DEM	Seals, Joyce J.	Post Office Box 3616	Saginaw	MI	48605	05/07/10 F	100.00		514726-9
DEM	Smith, Pamela Pugh	Post Office Box 3626	Saginaw	MI	48605	05/07/10 F	100.00		514901-8

96th District State Representative 2 Year Term (1) Position Files In BAY County

REP	Poirier Sr., Dennis R.	1265 Orchard Road	Essexville	MI	48732	05/05/10 F	100.00		515110-5
DEM	Brunner, Charles M.	208 Murphy Street	Bay City	MI	48706	06/23/09 P	281	DP	514425-8
DEM	Elder, Brian K.	915 Fifth Street	Bay City	MI	48708	08/27/09 F	100.00		514465-4

97th District State Representative 2 Year Term (1) Position

REP	Emmons, Kim	Post Office Box 81025	Lansing	MI	48908	06/04/09 F	100.00		514416-7
REP	Gilmore, George	2153 East Ludington Drive	Clare	MI	48617	11/25/09 F	100.00		514569-3
REP	Johnson, Joel	Post Office Box 280	Clare	MI	48617	06/17/09 F	100.00		514419-1
REP	Kerrins, Tom	130 West First Street	Gladwin	MI	48624	02/16/10 F	100.00		514745-9
REP	Morrison, Roy	625 Orchard Street	Standish	MI	48658	05/04/10 F	100.00		515043-8
DEM	Barnum, Tim	217 South Forest Street	Standish	MI	48658	04/12/10 F	100.00		514897-8
DEM	Lightfoot, Mark Alan	1571 Spring Avenue	Lake	MI	48652	03/24/10 F	100.00		514414-2
DEM	Liptow, Jason	577 North Lake Street	Harrison	MI	48625	11/12/09 F	100.00		514478-7

98th District State Representative 2 Year Term (1) Position

REP	Stamas, Jim	Post Office Box 592	Midland	MI	48640	03/12/10 F	100.00		513469-7
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Party/ Incumbent Candidate Name Candidate Address Filing Method # Signatures Filing Fee/ Return/Destroy Fees/Petitions ID#

99th District State Representative 2 Year Term (1) Position

REP	Alwood, Christine	2435 O'Connor Drive	Mount Pleasant	MI	48858	04/02/10	F	100.00	514409-2
REP	Cotter, Kevin M.	2767 Eland Court	Mt. Pleasant	MI	48858	02/26/10	P	400	514612-1
DEM	Gallinat, Peter	3300 E. Deerfield Rd. Apt F325	Mt. Pleasant	MI	48858	03/16/10	F	100.00	514826-7
DEM	Hamann, Carl L.	211 North Cedar Street	Sarford	MI	48657	01/06/10	F	100.00	514626-1
DEM	Sessoms, Toni	Post Office Box 1374	Mt Pleasant	MI	48804	05/05/09	F	100.00	514377-1

100th District State Representative 2 Year Term (1) Position

REP	Bunstead, Jon	2186 East 72nd Street	Newaygo	MI	49337	07/29/09	F	100.00	514446-4
REP	Drake, Jane	Post Office Box 133	Fremont	MI	49412	06/03/09	F	100.00	514407-6
REP	Libauts, Marc	7850 Main Street	Newaygo	MI	49337	05/04/10	F	100.00	514290-6
REP	Tillman, Scott	506 Lewis Lane	Fremont	MI	49412	01/19/10	F	100.00	514663-4
DEM	Richards, Bill	7416 East 14 Mile Road	Paris	MI	49338	04/15/10	F	100.00	514919-0

101st District State Representative 2 Year Term (1) Position

REP	Arens, John C.	4622 Ski View Farms Circle	Cedar	MI	49621	04/27/10	F	100.00	514991-9
REP	Franz, Ray A.	Post Office Box 25	Onckama	MI	49675	04/30/10	F	100.00	513444-0
DEM	Scripps, Dan	Post Office Box 885	Northport	MI	49670	04/01/10	F	100.00	512565-3

102nd District State Representative 2 Year Term (1) Position

REP	Howard, Linda	1332 9 Mile Road	Remus	MI	49340	07/02/09	F	100.00	514431-6
REP	Langworthy Jr., Morris	135 Pineview Road	LeRoy	MI	49655	10/02/09	F	100.00	511898-9
REP	Mishler, Jeremy	Post Office Box 110	Big Rapids	MI	49307	06/15/09	F	100.00	514417-5
REP	Potvin, Philip N.	Post Office Box 609	Cadillac	MI	49601	11/30/09	F	100.00	514570-1
REP	Steig, Ryan A.	18304 2 Mile Road	Hersey	MI	49639	05/11/10	F	100.00	515181-6
DEM	Gabert, Jodi Estes	230 West Todd	Reed City	MI	49677	04/28/10	F	100.00	515003-2