

City of Swartz Creek

AGENDA

Regular Council Meeting, Monday October 27, 2008 7:00 P.M.
City Hall 8083 Civic Drive, Swartz Creek Michigan 48473

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
 - 4A. Regular Council Meeting of October 13, 2008 MOTION Pg. 9,10-32
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 9
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 9,2-8
 - 6B. Monthly Fire Report Pg. 33-69
 - 6C. Planning Commission, DDA Notice Pg. 70-71
 - 6D. Gen District Library Agreement, ADA Survey (Agenda Item) Pg. 72-107
 - 6E. WWS Proposed IPP Ordinance (Agenda Item) Pg. 108-233
 - 6F. MI-LCC License Transfer (Agenda Item) Pg. 234-241
 - 6G. Elms Park Arson Report Pg. 242-248
 - 6H. Farmers Market Report Pg. 249
 - 6I. Elms Park Fee Waivers Pg. 250
 - 6J. Building Permits Report Pg. 251-286
 - 6K. 911 Consortium Audit Engagement Letter Pg. 287-289
 - 6L. Legislative Updates Pg. 290-296
 - 6M. County Health Department Flyers Pg. 297-314
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Overhead Utility Re-Location, Morrish Road Construction DISC. Pg. 2
 - 8B. Genesee Dist. Library, 10 Year Lease & Service Agreement Renewal RESO. Pg. 9,72-107
 - 8C. WWS Proposed IPP Ordinance DISC. Pg.3,108-233
 - 8D. GAIN RESO. Pg. 9,5
 - 8E. Transfer – Place in Escrow, Liquor License RESO. Pg. 9,234-241
9. **MEETING OPENED TO THE PUBLIC:**
 - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBER'S:**
11. **ADJOURNMENT:** MOTION N/A

City of Swartz Creek
CITY MANAGER'S REPORT

Regular Council Meeting of Monday October 27, 2008 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 24-October-2008

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

- ✓ **PERSONNEL POLICIES & PROCEDURES** (*Status*)
The staff continues to meet with Mr. Nottley and will be back with a final draft shortly.
- ✓ **DISASTER, EMERGENCY RESPONSE POLICY COMMITTEE** (*Status*)
We should be back before the Council for discussion on this in the near future.
- ✓ **VETERANS MEMORIAL** (*Status*)
Nothing New.
- ✓ **NON-RESIDENT SERVICES STUDY, RAUBINGER BRIDGE** (*Status*)
The Road Commission tells me the Raubinger Bridge Project has a tentative start date of July 2009. The three lane conversion of Miller between the two Seymour's is still scheduled for this fall (seems we are running out of time though).
- ✓ **OVERHEAD UTILITY REORGANIZATION PROJECT** (*Discussion*)
The next step is to get a contractor's quote for the second round of the technical review of the poles. REI is getting a quote together from their survey division and should be back with it shortly. My thinking is to narrow down the inventory to the downtown, Miller & Elms and Bristol Road. This will hold the cost down and we can always go back and pick up additional sections of the City. I have set the Meijer's project for discussion tonight, relative to overhead wires. That topic fits closely with this one.
- ✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** (*See Individual Category*)
 - ❑ **BRISTOL ROAD T.I.P. PROJECT, VERIZON INVOICE** (*Status*)
As of yet, no check from Verizon.
 - ❑ **THREE LANE CONVERSION, STRIPING** (*Status*)
Under study. We will be back with some recommendations later in the fall or winter.
 - ❑ **SEYMOUR RE-SURFACING PROJECT** (*Status*)
Completed.
 - ❑ **ELMS ROAD RE-SURFACING PROJECT** (*Status*)
Our match for this project is **\$294,477**. We do have some change orders on the project, mostly being grade work and driveway approaches. The County has budgeted \$21,000 for their half of the 1,300' border section and have given us a verbal approval for participation.
 - ❑ **MORRISH ROAD RE-CONSTRUCTION PROJECT / MEIJER'S** (*Discussion*)
Morrish Road improvements are currently under design by REI. We have run into what will become a large issue... the relocation of the existing utility lines along Morrish Road. I would prefer they all are buried. Consumer's is looking into this, Verizon, who again has the worst in appearance, will not attend the meetings. I have

a couple of items relative to this, as well as the above "Overhead Utilities" caption, to discuss.

GM-SPO ISLAND CUTS (*Status*)

This project remains in the 2009 TIP. We are still evaluation the cost vs. benefit ratio.

MILLER ROAD REPAIRS (*Status*)

We are exploring options for preventative maintenance as opposed to waiting until a reconstruction is warranted.

✓ **LOCAL STREET FUND, TRAFFIC IMPROVEMENTS**

2008 REPAIR ROSTER (*Status*)

Bid results for Chesterfield from Seymour to Winston, Jennie Lane, Worchester from Winston to Daval and Daval from Oakview to Winshall are \$398,154. We have placed all local street re-surfacing on hold for a bit while we explore funding options.

✓ **TRANSPORTATION ASSET MANAGEMENT EVALUATION** (*Status*)

Pending report.

✓ **SEWER REHABILITATION PROJECT, I&I, PENALTIES** (*Status*)

Phase II was approved on October 13th and will begin shortly. I will keep the Council posted on progress.

✓ **FIRE DEPARTMENT EVALUATION, CONTRACT RENEWAL, BUDGET** (*Status*)

I am waiting on the seating of the Township Board to begin the contract review.

✓ **WWS INTERGOVERNMENTAL JURISDICTION ORDINANCE** (*Discussion*)

Included with tonight's packet is the latest version (125 pages) of the County WWS's proposed I.P.P. (Industrial Pre-Treatment Program for sanitary sewer) ordinance. It lacks a revised Inter-Government Agency Agreement, but they are still requiring that both be passed. If you have the patience to read the ordinance, you will find that behind the IPP issue, virtually everything else is covered. I have set this for discussion.

✓ **NON-MOTORIZED TRAIL SYSTEM, PHASE I** (*Status*)

Pending

✓ **SR. CENTER, LEVY, BUILDING & FUTURE FUNDING PLAN** (*Discussion*)

This subject has a significant relationship to the following topic. In the discussion on the Genesee District Library Lease renewal, we will be addressing issues related to the Senior Centers desire to construct an addition.

✓ **GENESEE COUNTY LIBRARY CONTRACT, PERKINS CENTER** (*Resolution*)

The Library contract expired in January. The delay in renewal has been by the District Library as they have been evaluating the branch locations for ADA compliancy. Included with tonight's agenda is a copy of the proposed contract, a copy of the expired 1997-2007 10 year contract, an ADA evaluation done by THA Architects (hired by the District Library) and a report that addresses the findings of THA, done by the City's Building Inspector Rob Kehoe. I have lots of discussion on this matter before we take any action. We are not necessarily bound to take action tonight and in many ways, this relates to the topic above. Tighten up your ears and we will tackle it at the meeting.

- ✓ **SPRINGBROOK, HERITAGE STREET-LIGHTING** *(Status)*
I am working on a recommendation and a policy in handling our condominium associations in an effort to treat them all the same. I will be back at a near future meeting for discussion and the adoption of a policy.

- ✓ **LABOR CONTRACTS & RETIREE HEALTHCARE** *(Status)*
Mr. Kehoe still needs a basic employment agreement and the Supervisor's contract has a wage re-opener. I will look to meet with them very shortly.

On my contract, it probably needs visiting for update purposes. I would like to take a pass on any rate increases for another year or two and until we are on better financial ground. I am not sure how the Council desires to handle an evaluation. As you recall, a couple of years ago I created a list of accomplishments and shortfalls as I saw them. I could bring the list up to date and then bring it back to the Council for discussion and review. Unless the Council has strong input one way or the other, I will do this and set it for a discussion item, hopefully soon. We can then go from here.

We have POLC and AFSCME labor contracts that will be coming up very soon. The prospect of rate increases seems slim.

- ✓ **MARATHON STATION BLIGHT & NON-CONFORMING USE** *(Status)*
The owner has removed the pylon sign and the canopy. As you recall from previous discussions, we have a third party of interest here, being the bank. Earlier information we had received was that the bank was going to move for default foreclosure in August; however, for reasons that are unclear, this is delayed. The property owner was pushing for a quick sale to recover some of their losses. It does not appear that this may happen with eventual foreclosure being likely. I am unsure what the bank's position will be if, and when we move to raze the building. We are working with them to get this question answered. I do believe that they may be easier to work with than the current owner may. I will keep the Council posted.

- ✓ **GENERAL LEDGER & ACCOUNTING SOFTWARE** *(Status)*
Software installation is complete and all is working very well.

- ✓ **COUNTY E.M.S. ORDINANCE, AMBULANCE SERVICE** *(Status)*
Pending.

- ✓ **FEES, RATES & SERVICE CHARGES** *(Status)*
As you are aware, we have water rate increases now in effect. We can float for a bit using Fund Balance, but we will have to do something by next summer. As we have discussed in the past, the entire water rate system is in need of re-structuring. In short, it needs to go to a ready to serve charge with a per use charge. We will be back with some recommendations for new ordinances sometime towards the end of the year or very early next year.

At the last meeting, upon request of the Park Board, we discussed fee changes for the use of the park system. Total fees we have collected for the parks over the last few years are as follows:

	<u>ELMS PARK</u>	<u>WINSHALL PARK</u>
2004-2005 FY:	\$6,290	\$855
2005-2006 FY:	\$6,245	\$700
2006-2007 FY:	\$6,125	\$865

The Council inquired as to the number of fee waiver requests we grant. We checked back and discovered that it was seven for this park season (May through October, surprising... I thought it would be higher). At any rate, I am not sure what the objective here is. The process and the fees we have work flawlessly. If we were looking to increase the fees to offset park expenses, we would have to raise them 10 times the amount we now charge. If we are trying to “fee” non-residents out, we are in dangerous territory. Mr. Svrcek, as of writing, has not assembled the Park Board to further explore their desires to visit the fee structure. Notwithstanding additional input from the Park Board as to their reasoning, at this point I recommend we leave the fees as they are. Pending a report of additional findings from the Park Board, I have not set this for any further action at tonight’s meeting. If anyone desires, we can add it.

- ✓ **SALE OF CITY PROPERTY 5129 MORRISH ROAD** (*Status*)
Pending

- ✓ **GAIN** (*Resolution*)
The consensus of our representatives on the GAIN Board and Rick is that we should terminate our participation in the organization. Although we pay little for membership fees, it lacks direction, reporting accountability, board supervision, protocol adherence and adherence to the intergovernmental agreement. Rick will attend to answer any questions, although he may be a bit delayed, as he will be coming from another meeting. Included with tonight’s agenda, I have a resolution to terminate our participation in the organization.

- ✓ **PROPOSED ART FAIR, ELMS PARK** (*Status*)
Pending.

- ✓ **FINANCIALS, 2007-2008 AUDIT** (*Status*)
The audit fieldwork has been completed. We are waiting for the Sr. Center Audit. When we get this, we should be ready for a draft.

- ✓ **WWS, STORM WATER MANAGEMENT AGREEMENT** (*Status*)
We are still looking at this.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **TRANSFER LIQUOR LICENSE** (*Resolution*)
As you may have noticed, O’Tooles Restaurant, 6104 Miller, has gone out of business. The restaurant owners, Richard and Shirley Young, look to transfer and place into escrow the Class C (Beer, Wine and Spirits by the glass) License to the landowners, Gus & John Chinonis and John Pavlis. Rick has done his investigation portion as required by the MI-LCC and the final step of approval is a Council resolution. Staff recommends approval of the transfer and placement into escrow. I have a resolution to this effect included with tonight’s agenda.
- ✓ **ELMS PARK ARSON** (*Information*)
As you may know, the two restrooms at the main pavilion of Elms Road Park were set afire by an unknown youth, who fled on foot. The PD is knocking around trying to determine the culprit, obviously for prosecution and from our perspective, a mechanism for collection of damages. In discussion with Mayor Pro-Tem Christie, he suggests that

CCTV cameras may be a consideration in reducing vandalism in the parks. We are exploring options and will be back to chat about this later. In the meantime, we will have to look to repair the damage. Included with tonight's packet is a quote from Home Savers Restoration for \$2,600.

Council Questions, Inquiries, Requests and Comments

- ❑ *Cooperative Fuel Purchasing.* We are looking at options.
- ❑ *C.S.O. Plaques, Lobby.* I am looking at options.
- ❑ *Mast Arm Traffic Lights, Street Sign Anchors (Silver vs. Black).* I have passed this along to our engineer who is checking into the replacement.



DON'T FORGET... VOTE TUESDAY NOVEMBER 4TH

City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday October 27, 2008 7:00 P.M.

Resolution No. 081027-4A MINUTES, OCTOBER 13, 2008

Motion by Councilmember: _____

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held October 13, 2008, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 081027-5A AGENDA APPROVAL

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of October 27, 2008 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 081027-6A CITY MANAGER'S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager's Report of October 27, 2008, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 081027-8B

LEASE & SERVICE AGREEMENT RENEWAL, GENESEE COUNTY DISTRICT LIBRARY

Motion by Councilmember: _____

I Move the City of Swartz Creek renew the Lease and service Agreement with the Genesee County District Library, a copy of which is attached hereto, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 081027-8D

G.A.I.N. PARTICIPATION

Motion by Councilmember: _____

I Move the City of Swartz Creek, effective immediately, terminate its participation in the G.A.I.N. Auto Theft Unit.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 081027-8E

TRANSFER – PLACE INTO ESCROW, CLASS “C” LIQUOR LICENSE

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the transfer of ownership of a 2008 Class “C” Licensed business, located in escrow at 6104 Miller Road, Swartz Creek Michigan 48473, County of Genesee, from Richard T. Young and Shirley A. Young, to Gus C. Chinonis, John D. Chinonis and John N. Pavlis, with license to be held in escrow.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday October 13, 2008 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 10/13/2008

The meeting was called to order at 7:00 p.m. by Mayor Abrams in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Invocation and Pledge of Allegiance to the Flag.

Councilmembers Present: Mayor Abrams, Mayor Pro-Tem Christie, Hicks, Hurt, Porath, Shumaker.

Councilmembers Absent: Adams.

Staff Present: City Manager Bueche, Assistant City Manager Zettel, City Attorney Mike Gildner, City Clerk Juanita Aguilar, Tom Svrcek, Chief Rick Clolinger.

Others Present: Boots Abrams, Tommy Butler, David Krueger, Betty Binder, Brent Cole, Lou Fleury, Phil Bracey, Melinda Soper, John Green, John Gilbert, Lisa Bowen.

APPROVAL OF MINUTES

Resolution No. 081013-01

(Carried)

Motion by Councilmember Porath
Second by Councilmember Shumaker

I Move the Swartz Creek City Council hereby approve the Minutes for the Regular Council Meeting, held September 22, 2008, to be circulated and placed on file.

YES: Christie, Hicks, Hurt, Porath, Shumaker, Abrams.
NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 081013-02

(Carried)

Motion by Mayor Pro-Tem Christie
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the Agenda, as presented, for the Regular Council Meeting of October 13, 2008 to be circulated and placed on file.

YES: Christie, Hicks, Hurt, Porath, Shumaker, Abrams.

NO: None. Motion declared carried.

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 081013-03

(Carried)

Motion by Councilmember Shumaker

Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the City Manager's Report of October 13, 2008, to be circulated and placed on file.

Discussion Took Place.

YES: Hicks, Hurt, Porath, Shumaker, Abrams, Christie.

NO: None. Motion declared carried.

All other reports and communications were accepted and placed on file.

MEETING OPENED TO THE PUBLIC:

Mayor Abrams introduced County Commissioner Pat Lockwood who updated the City Council on what is currently happening at the County level.

David Krueger, 7399 Miller Rd, questioned the Uniform Crime Report in the Council packet. Mr. Krueger questioned whether the numbers for attempted suicides were up in the City.

Tommy Butler, 40 Somerset, talked about a previous article in the newspaper that referred to what happens to subjects who are pulled over for various infractions. Mr. Butler stated that he was pleased to say that the newspaper recently stated that the offenders are either taken to jail or ticketed and released.

Lisa Bowen, 5234 Seymour Rd, talked about her issues with the tree roots interfering with her sewer lines. Ms. Bowen stated that the issue is not only the roots, but the trees themselves over the sewer lines.

COUNCIL BUSINESS:

Senior Center Addition, Jim Florence

(Discussion Topic)

Jim Florence and Melinda Soper made a presentation to update the City Council on the status of the Senior Center addition.

Phase I Trail System, Bump-Out Rest Area, Design & Construction Appropriation

Resolution No. 081013-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

WHEREAS, On October 30, 2006, the City adopted a projects list for use of Community Development Block Grant Funds, after hearing comments and needs at a public hearing; and

WHEREAS, The City's three year allocation of Community Development Block Grant Funds is \$37,672, of which the City has designated 15% to the Swartz Creek Area Senior Center, leaving \$32,021: and

WHEREAS, On July 14, 2008, the City amended its plan to include the use of Community Development Block Grant Funds on Phase One of the City's Non-Motorized Trailway System, in conjunction with Major Street Funds Required to be allocated to non-motorized projects; and

WHEREAS, The walkway portion of Phase One of the City's Non-Motorized Trail System is currently under construction, at a total appropriated cost of \$32,712; and

WHEREAS, the remaining work to be completed on Phase One of the City's Non-Motorized Trailway System, consisting of design work, the rest area bump out, stamped concrete, benches, trash receptacles and decorative lighting, is estimated to cost about \$32,000.

NOW, THEREFORE, I Move the City of Swartz Creek appropriate an amount not to exceed \$2,840 to the City's Engineer, Rowe Incorporated, for the preparation of design and construction documents, and to bid work associated with this project in accordance with the specifications as attached.

YES: Hurt, Porath, Shumaker, Abrams, Christie, Hicks.
NO: None. Motion Declared Carried.

Appropriation, Sanitary Sewer Rehabilitation Project, Phase II

Resolution No. 081013-05

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Porath

WHEREAS, the City is charged with preserving the health, safety, and welfare of its residents and consummate to this, provides public utilities inclusive of a sanitary sewer system; and

WHEREAS, the city's sanitary sewer system is 50+ years of age and although still quite functional, is in need of maintenance and repair in order to extend and renew its longevity; and

WHEREAS, the staff, in consultation with its engineer's, have developed a plan to reline the existing sewer extending the life indefinitely, and further, have assigned a priority based on age and maintenance records, being the sections within the Winchester Village Subdivision, a section of which has already been completed; and

WHEREAS, the City's Engineer and Staff developed specifications and let the project for bid, based on unit costs, the low bidder being Liqui-Force, of Romulus Michigan, bid being awarded by the City Council on March 8, 2008; and

WHEREAS, the Staff and City Engineer has identified a section of sanitary sewer within the Winchester Village Subdivision, being Manhole #166-164 Oxford/Oakview, Manhole #172-163 Daval/Helmsley, Manhole #13-17 Greenleaf/Durwood, Manhole # 41-36 Durwood and assigned them to Phase Two of the City's Sanitary Sewer Rehabilitation Program, to be relined, estimated cost of \$220,000.

NOW, THEREFORE, I Move the City of Swartz Creek approve Phase II of the City's Sanitary Sewer Rehabilitation Program and appropriate an amount not to exceed \$220,000 from the Sewer Fund 590, to Liqui-Force, for the rehabilitation of Manhole #166-164 Oxford/Oakview, Manhole #172-163 Daval/Helmsley, Manhole #13-17 Greenleaf/Durwood, Manhole # 41-36 Durwood in accordance with the bid specification and award adopted by the City on March 8, 2008, and further, direct the Staff and City Engineer to prepare all necessary paperwork as specified in the bid documents.

BE IT FURTHER RESOLVED, that the City Council directs the Mayor and City Clerk to execute all necessary documents and contracts in accordance with the specifications as adopted by the City at the March 8 2008 Regular Council Meeting.

Discussion Ensued.

YES: Porath, Shumaker, Abrams, Christie, Hicks, Hurt.
NO: None. Motion Declared Carried.

2009 Fire Budget, Appropriation

Resolution No. 081013-06

(Carried)

Motion by Mayor Pro-Tem Christie
Second by Councilmember Hurt

WHEREAS, the City of Swartz Creek and the Township of Clayton provide fire services to its citizens through an agreement wherein the operating costs are equally shared and labor costs are proportionately assigned; and

WHEREAS, in an effort to improve efficiency and provide cost effective services to both entities, an evaluation was conducted that addresses capital investments and

replacements, wages, equipment, staffing, response, supervision and a number of other related topics; and

WHEREAS, the Township of Clayton and the City of Swartz Creek have adopted the findings of Mr. Mark Nottley, of Rehmann Robson CPA, and have charged the Swartz Creek Area Fire Board with the implementation of the findings; and

WHEREAS, in addition to the evaluation, the Fire Agreement between the City and the Township needs to be negotiated and the concerns detailed within the evaluation need to be addressed; and

WHEREAS, the November General Election may produce changes within the governmental entities that make it feasible to wait until both entities have elected boards seated before proceeding.

NOW, THEREFORE, I Move that the City of Swartz Creek return the proposed 2009 Fire Department Budget back to the Swartz Creek Area Fire Board for additional review with the following stipulations:

1. That the 2009 Budget does not exceed the 2008 total budgeted amount of \$298,000.
2. That staffing levels on October 10, 2008 for all payroll personnel be declared and documented within the minutes of the Fire Board, and further, that a freeze be placed on all further hiring beyond the level as of October 10, 2008.

Discussion Took Place.

YES: Shumaker, Abrams, Christie, Hicks, Hurt, Porath.

NO: None. Motion Declared Carried.

Street Usage Permit, Fire Department Annual Christmas Parade

Resolution No. 081013-07

(Carried)

Motion by Councilmember Porath

Second by Councilmember Hurt

I Move the City of Swartz Creek accept the Chief of Police's recommendation and approve the Swartz Creek Area Fire Department's Street Usage Application to hold an annual Christmas Parade on Saturday, December 6, 2008 from 6:00 PM to 7:00 PM, route, stipulations and conditions as set forth in the application packet, a copy of which is attached hereto, under the direction and control of the office of the Chief of Police.

Discussion Ensued.

YES: Abrams, Christie, Hicks, Hurt, Porath, Shumaker.

NO: None. Motion Declared Carried.

Police K-9 Donations, Accept

Resolution No. 081013-08

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the City of Swartz Creek accept the donations of the Linden Chapter of the Order of the Eastern Star and the Swartz Creek Hometown Donations, funds to be used towards the Police Department’s K-9 Program, in accordance with the wishes of the organizations.

Discussion Took Place.

YES: Christie, Hicks, Hurt, Porath, Shumaker, Abrams.
NO: None. Motion Declared Carried.

Assessor’s Contract Renewal

Resolution No. 081013-09

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

I Move the City of Swartz Creek approve an agreement with Landmark Appraisals, of Flint, Michigan, agreement as follows:

**AGREEMENT FOR
PROFESSIONAL ASSESSOR SERVICES**

This Agreement (“Agreement”), made and entered into this 13th day of October, 2008 by and between the **City of Swartz Creek**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek Michigan 48473 (“City”) and, **Landmark Appraisal Company**, G-3247 Beecher Road, Suite 800, Flint Michigan 48532 (“Landmark”).

WHEREAS, the City desires to retain Landmark, as an independent contractor, to perform the duties as its certified assessor; and

WHEREAS, Landmark has qualified personnel with the proper State CMAE certification to act in that capacity for and on behalf of the City; and

WHEREAS, the parties wish, by this Agreement, to define their respective rights and responsibilities during the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto, acting by and through their duly authorized representatives, **HEREBY AGREE AS FOLLOWS:**

SECTION I: BASIC SERVICES OF LANDMARK

Landmark shall perform the following service for and on behalf of the City.

1.1 General Duties:

Landmark shall be required to perform all duties of an assessor pursuant to City Charter, Michigan statutory and case law, Michigan State Tax Commission rules, regulations and policies, and all other rules and guidelines established for the proper performance of said position, as same may from time to time be amended, while this Agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of such Assessors. If material changes in the laws, statutes, rules, guidelines or City Charter during the term of this Agreement result in a substantial additional work burden on Landmark, Landmark and the City agree to enter into good faith negotiations regarding possible amendments to this Agreement. For purposes of this paragraph, the term "substantial additional work burden" shall be determined to exist by mutual agreement of Landmark and the City. If they cannot agree as to whether a substantial additional work burden has been imposed upon Landmark, Landmark and the City shall select a mutually agreeable mediator/arbitrator who shall facilitate the negotiations to assist the parties in reaching such a determination, and if an impasse is reached in such negotiations, shall make said determination. The determination of the mediator/arbitrator shall be final, however, said mediator/arbitrator shall not have authority to establish the amount of additional compensation, if any.

1.2 Office Hours:

During the term hereof, Landmark shall maintain office hours at City Hall at the above address, as follows:

- A. Landmark shall devote at least one workday each week to maintaining office hours at the City offices for public appointments. The parties shall specifically agree upon a regular schedule for the maintenance of such office hours. In the event Landmark

is unable to be present for office hours on the appointed days, it shall notify the City of the fact as soon as is reasonably practicable and an alternative day shall be substituted.

- B. If the specified office days of Landmark fall on a day recognized as a holiday for City employees, then it will be recognized as a holiday by Landmark.

1.3 Public Relations/Customer Service:

Landmark shall work with and advise property owners in the ad valorem taxation system in an attempt to eliminate adversarial situations and establish positive public relations. The parties acknowledge that holding specific office hours for the public is valuable in the process of providing high quality customer service. The City wants to ensure that members of the public and City staff that need information from Landmark, or wish to speak to Landmark, are able to do so on a relatively convenient basis. In that regard, in addition to the hours specified in Paragraph 1.2, Landmark agrees to meet with or contact residents and City staff members beyond normal office hours as appropriate to address their tax assessment-related concerns. Phone calls and answers to emails and faxes will be responded to in a timely manner, with every effort made to respond to same within 24 hours of receipt by Landmark.

1.4 New Construction/Loss Adjustment:

During the term of this Agreement, Landmark shall physically observe all new construction and real estate improvements through cooperation with the Zoning Administrator and will review all building permits. A copy of all building permits shall be provided for Landmark's use. All permits shall be provided with the correct permanent parcel identification number entered thereon. Likewise, Landmark shall physically observe damaged or destroyed properties with respect to the making of any loss adjustments as shall be necessary in the performance of her duties.

1.5 Economic Condition Factors (ECF):

During the term hereof, Landmark shall review and prepare new land values and economic condition factors (ECF) by areas and apply these factors to property records so that the current assessment is reflected as 50% of true cash value on the assessment record.

1.6 “Proposal A” Requirements:

The requirements of Michigan Public Act 415 of 1994 and all related property tax reform legislation amendments and updates shall be followed and monitored as required. This includes by example, but is not limited to, the filing of all associated reports and forms to fulfill the following requirements:

- A. Approve or deny homestead and agricultural exemptions;
- B. Track property transfer affidavits, matching them with deeds within 45 days of being filed;
- C. Apportion the homestead portion of a combination-use building;
- D. Determine the homestead status of parcels resulting when homestead parcels are split or; and
- E. Calculate both assessed and tentative taxable values for all parcels, taking into consideration losses, new construction and replacement in any given year.

1.7 Assessment Roll Preparation and Records:

Landmark shall enter the assessments onto the Ad Valorem and Industrial Facilities Tax (IFT) assessment rolls and prepare the warrant authorizing the collection of taxes by the City Treasurer. Landmark, in cooperation with the City Treasurer, City Clerk and Finance Officer shall also enter any delinquent City utility payments onto the appropriate rolls. Assessor shall prepare, obtain and maintain, as necessary or desirable, such property cards, photographs, measurements, sketches, records and documents to meet all requirements set by the City and/or the State of Michigan regarding such assessment rolls and shall organize same on a basis that will provide easy access and comprehension of the information contained in each respective file and regarding each respective roll. Such information shall be entered into the City’s records system in a reasonable timely fashion.

1.8 Reports:

The City may require Landmark to prepare periodic reports and/or address the City Council regarding the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of Landmark, under this Agreement. The City shall have the right at any time to require Landmark to make available to the City, within 48 hours of notice being provided, all records and documents developed and maintained by Landmark under the terms of this Agreement for review and/or audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to City by Landmark shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

1.9 Board of Review:

Landmark shall keep records regarding the March Board of Review session in accordance with City Charter, attached hereto as “Exhibit A”.

Landmark shall advise and provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined to allow them to determine how best to decide a taxpayer’s appeal; such information shall include the following:

- A. Sales map indicating all neighborhood increases or decreases
- B. Sales “comparable” book to include the following:
 - 1. Current picture

2. Sales price versus assessment at time of sale
3. Building permits issued before or after the sale.

Landmark shall also maintain records for the July and December Boards of Review and shall advise and provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined

1.10 Sales and Appraisal Studies:

Landmark shall prepare sales studies using available data, evaluate all equalization and/or appraisal studies, and respond as appropriate.

1.11 Forms:

Landmark shall file all forms fully completed with the Genesee County Equalization Department, State Tax Commission and other agencies and entities, as required, in a timely manner.

1.12 Defense of Appeals:

This Section shall apply to real and personal, IFT and ad valorem property tax appeals.

The City shall retain ultimate control of all litigation and settlement negotiations. Landmark shall operate under the direction of the City Manager in any litigation regarding a tax appeal, including appeals to the Small Claims Division.

Landmark shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, filing necessary petitions, preparing and submitting such material, statistics and other information as is necessary to properly defend any such appeal, and appearing at all hearings and meetings as are required for the purpose of defending said appeal. The City hereby authorizes Assessor to settle, where Landmark deems it appropriate or advisable, any appeal where the difference in SEV is \$150,000 or less. All the foregoing regarding appeals to the Small Claims Division is deemed to be included the services compensated pursuant to the terms and provisions of this Agreement. If, in the opinion of the City, additional outside consulting services are needed, the City shall be responsible for the cost of such services.

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Landmark shall provide as part of the services included under the terms and provisions of this Agreement, such time and effort as is necessary to properly provide to the City information, documents, analysis and advice as may be required in the determination of Landmark or the City to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the City or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, Landmark shall be available to the City for such further assistance as is required by the City in the defense of such appeal. Landmark shall be available as an expert witness on behalf of the City in any proceedings. In the event of the termination of this Agreement and the necessity for the services of Landmark for purposes of consulting, review of information, analysis or expert testimony after the date of termination, Landmark shall be available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals, provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. Landmark shall keep the City Manager informed of all appeals and provide the City Manager with recommendations, the manner in which the appeals are to be handled, proposed settlements and other similar advice.

The above provisions of this Paragraph 1.12 regarding appeals shall apply equally to any appeal of a personal property tax assessment.

1.13 Reappraisal Program:

Landmark shall continue to reappraise parcels in the City each year, as time permits, to ensure proper assessments when parcels are “uncapped.” Maintenance renovations to structures are to be tracked so that said costs can be claimed as “new construction” when property is sold rather than treated as an increase in value that is subject to “uncapping” and results in the possibility of a Headlee rollback. The State Tax Commission recommends regular re-inspection of each property, preferably every five years. Landmark shall work to meet guidelines and standards of the Tax Commission.

1.14 Personal Property Statements, Canvas and Audits:

Landmark shall prepare and maintain the mailing list for personal property tax statements and maintain records for personal property including data entry and calculation of depreciated values and their extension within each statement. Landmark shall conduct a personal property canvas to ensure equity among business owners within the City. Landmark is required to perform random personal property audits when warranted by questionable data or lack of submitted data.

1.15 Equalization Increases:

Landmark shall strive to eliminate across-the-board increases in property values by applying any increases received through the Genesee County Equalization Department to appropriate areas by using the economic condition factors hereinabove described, by adjustment of individual property assessments to 50% of true cash value, or as required by the State Tax Commission, in order to achieve maximum equity by class, and in accordance with the latest laws and regulations then in force.

1.16 Land Division Applications:

Landmark shall work with and assist the City Zoning Administrator in reviewing property descriptions, land division and combination applications for compliancy with local ordinance and the Michigan Land Division Act. Such combinations and divisions shall be placed on the assessment rolls in a timely fashion.

1.17 Assessor Certification:

Landmark shall be, and maintain a minimum certification as a Level III Assessor in the State of Michigan.

1.18 Transportation and Equipment:

Landmark shall provide all necessary transportation and field equipment to perform the services and meet the requirements of this Agreement.

1.19 Indemnification/Employment:

The parties hereto acknowledge that all personnel that may or might be utilized by Landmark in the performance of his/her duties hereunder shall, for all purposes, be considered employees of Landmark and not employees of the City. Landmark shall be responsible for Worker’s Compensation, Unemployment Compensation, state and federal withholding and payment of personnel. Landmark shall indemnify the City and hold the City harmless from any claim, cause of action or other liability that may or might arise by virtue of any claim of any employee of Landmark relating to his/her employment by, or as Landmark.

1.20 Preparation of DDA and LDFA Reporting:

Landmark shall be responsible for the recording of any property value changes, new or loss, on the ad valorem and IFT rolls relating to the designation of properties within the Downtown Development Authority (DDA).

1.21 Assessor’s Recommendations:

Landmark shall prepare periodic recommendations and conclusions regarding the current state of the City's assessment rolls, by class, together with specific recommendations concerning actions that, in the opinion of Landmark, should be taken in order to achieve maximum equity in the assessment rolls and compliance with all State Tax Commission rules, regulations and guidelines.

1.22 Security of Information:

If any documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications or other products or materials are held in the possession of Landmark outside of the City offices, then Assessor shall be under an affirmative duty to provide adequate security to safeguard said materials from fire, theft and other hazards of a like nature or type, while same are in possession of Landmark. This may include, but not be limited to, providing for a fire proof safe or vault in which to store same, preparing and holding duplicates of same in the possession of Landmark, but separately or providing same to the City for possession.

1.23 Optional Services:

Landmark is not responsible for determination and preparation of special assessment rolls for City projects such as sewer, street, drain, etc. The City may request Landmark to perform such services at a rate of compensation agreed to by separate agreement. Landmark shall, however, report outstanding special assessments, properly completed, on forms required by the State Tax Commission, and same shall be deemed part of the services required by this Agreement.

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

Landmark shall commence performance of the services herein required on November 1, 2008. Unless sooner terminated, this Agreement shall, by its terms, expire October 31, 2009.

2.2 Mutual Right of Termination:

Either party may terminate this Agreement upon ninety (90) days written notice to the other, United States Certified / Registered Mail, return receipt requested, at the addresses as indicated within. This right of termination is specifically exercisable at the sole discretion of either party, and requires no just cause nor other reason or justification for the exercise thereof. The effective date of such termination shall be ninety (90) days from the date of mailing of such notice.

2.3 Termination for Cause or Breach:

Notwithstanding anything to the contrary on this Agreement, either party may immediately terminate this Agreement in the event of material breach by the other. In such case, either party may seek such remedies as shall be available, at law or equity.

2.4 Notice of Termination:

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, Landmark shall immediately deliver to the City the originals and original copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by Landmark in performing this Agreement, whether completed or in process and same shall be in unaltered form, readable by the City. In the event of the failure or refusal of Landmark to forthwith deliver the above referenced materials, documents and files, City may seek a Circuit Court order compelling the production of same forthwith, and Landmark herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the City without

leaving the City an adequate remedy at law, thereby entitling the City to an immediate judgment in its favor in this regard. The City shall be entitled to damages from Landmark for any information, materials or documents that are turned over to the City in unusable or altered form.

2.5 Amendment/Renegotiation:

Nothing herein contained shall be construed to limit or abrogate the rights of the parties to modify or amend this Agreement at any time hereafter, provided however, that no such amendment or modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives.

If the Agreement is not reviewed or extended prior to its expiration date and the City desires to have Landmark continue on a month-to-month basis, the fee will be that which existed for the final month of the original term, being October 31, 2008.

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

During the term of this Agreement, the City agrees to pay to Landmark, for performance of the Basic Services set forth in Section I of this Agreement, an amount equal to \$26,800 yearly (twenty-six thousand, eight hundred dollars). Landmark shall invoice the City an amount equal to \$2,233.33 on a monthly basis, net due 20 days.

3.2 Pro-ration of Payments on 90-Day Termination:

In the event this Agreement is terminated pursuant to Paragraph 2.2, the City shall pay Landmark to the date of termination on a prorated daily basis for any part of a month for which services have been rendered by Landmark and for which no compensation has been received.

SECTION IV: CITY RESPONSIBILITIES

4.1 Basic Data:

The City shall provide access to Assessor to property description files as currently exist as of the date of execution of this Agreement, containing initial information such as property number, legal description, owner and address information, as well as all data that the City may possess concerning such properties (i.e. measurements, sketches, photographs, etc.)

4.2 Office Equipment:

The City shall provide Landmark with appropriate tax parcel maps, office space and furniture, telephone, voice mail, personal computer, printers, copying machine, fax machine and office supplies (as defined in Paragraph 4.5) as reasonably needed during the duration of this Agreement. Assessor acknowledges that some of the equipment (i.e. fax, printers, copying machine) is shared among all administrative office personnel and Landmark will not have exclusive use of such equipment.

Landmark shall have access to the City's computer network for the use of the following software products: BS&A Equalizer Assessing & Tax Modules, MS Word, Excel Spreadsheets, Arcview, Pictometry or any other similar software that may assist in maintaining quality assessing records. Landmark shall not use any other software within the City's network, download, or upload any software to the City's network, except with the City Manager's prior approval. Landmark shall be liable for any adverse consequence upon the City's computer network or function caused by any software introduced in the network by Landmark without prior consent of the City.

Landmark agrees that City equipment shall be used only for the purposes of fulfilling Assessor's obligations under this Agreement and shall not be used for personal reasons or to conduct other business not authorized under this Agreement.

4.3 Computer:

The City shall supply computer hardware, software and peripherals to perform the property pricing and valuation. The City will maintain the hardware, software and peripheral equipment through a regular maintenance program. The City will back up the system on a daily basis with alternate tapes or disks. Any data loss not due to the negligence of Landmark as a result of hardware or software malfunction will be replaced at the City's expense.

4.4 Map Maintenance/Tax Roll Printing:

The City shall assume the responsibility for printing, stuffing and mailing of the assessment change notices, assessment rolls, tax bills, maps, etc. during the term of this Agreement. Landmark shall develop and maintain land value maps showing dates of property sales, sale amounts and ratio to the current estimated value of the property.

4.5 Office Supplies:

The City shall provide Landmark with office supplies, including computer paper, file folders, hanging folders, new State Tax Commission Assessor's Manual Volumes I and II, assessment notices and forms, postage and such other supplies as shall be necessary for the performance of Assessor's responsibilities hereunder.

4.6 Existing ECF Areas:

The City will provide Landmark with all currently existing information as available in the City files concerning previously completed E.C.F. studies and subsequent conclusions reached by the former City Assessors.

4.7 Preparation of DDA and LDFA Reporting:

The Finance Director shall be responsible for the compilation and reporting of all necessary data, forms and documents relating to the operation, tax increment capture and financial condition of the D.D.A.

4.8 Legal Counsel:

The City shall supply legal counsel, at its expense, for Small Claims and full Tax Tribunal hearings, should the need arise.

SECTION V: RE-APPRAISAL, NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

In the event that the City desires to implement some or all of the recommendations made by Landmark as herein contemplated, the City may request and Landmark shall provide such services as are desired by the City, provided however, an addendum to this Agreement, reduced to writing and executed by both parties, shall set forth the terms and provision under which the additional services shall be rendered. Such addendum shall specify the nature, extent and timetable for the performance of such additional services and establish the rate of compensation therefor.

5.2 Implementation/Responsibility:

The parties acknowledge that it shall be the sole responsibility of the City to determine the nature and extent of implementation of Landmark's recommendations under this Section or any other additional, non-basic services. To that end, the City assumes responsibility for defense of any claim, cause of action or other proceeding that may or might be instituted by the Michigan State

Tax Commission, or other entity, arising from any failure, or alleged failure, to implement such recommendations.

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between City and Assessor:

In the fulfillment of the services provided herein Landmark and his/her employees, agents and officers shall be at all times be deemed in a relationship of independent contractor to the City.

6.2 Indemnification/Insurance:

Landmark shall secure and maintain general liability and property damage, unemployment, errors and omissions, workers' disability compensation, automobile liability and any other insurance required by law for Landmark, or his/her employees, agents or officers as will protect him/her and the City from claims under the Worker's Compensation Acts and from claims for bodily injury, death or property damage that may arise from his/her negligence or that of his/her employees in the performance of services under this Agreement or failure to properly perform his/her duties as Assessor. Landmark shall save the City harmless and indemnify the City from any claims for bodily injury, death or property damage that may arise due to his/her acts or negligence or that of his/her employees in the performance of services under this Agreement or that arise from error or omissions to properly perform duties as Landmark. Landmark shall, however, have no liability arising out of adjustments to assessments or other actions by Landmark, the City's Board of Review and/or the Michigan Tax Tribunal if such adjustments or actions result from honest differences of opinion regarding the value of the subject property and if Landmark established the assessment pursuant to professional assessment standards. Said policies shall be in such minimum amounts as shall from time to time be acceptable to the City or as set by the City.

A Certificate of Insurance incorporating such requirements and naming the City and its officers and employees as an Additional Insured Party and Certificate Holder along with a certificate showing its premium has been paid and a copy of the policy shall be filed each year with the City Clerk. Any such insurance policy shall provide the City will be given at least thirty (30) days advance notice before cancellation of the policy. The coverage's provided by the General Liability and Automobile Liability policies of Landmark shall be primary to any insurance maintained by the City.

6.3 Non-Assignability:

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of a Personal Services Contract, and as the City's decision to contract with Landmark is based in part on the perceived expertise and ability of Landmark, it is agreed that Landmark's duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the City. Nothing in this Agreement shall prevent Landmark from employing such employees or agents, as Landmark shall deem reasonably necessary to assist him/her in the performance of obligations under this Agreement. Also, in the event that vacation, illness, injury or incapacity in any form, whether elective or imposed, should cause Landmark to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), Landmark shall provide the City, at Landmark's expense, a certified Level III Assessor to perform any and all such functions as required by this Agreement for the complete term of the absence or incapacity. The City reserves the right to approve or reject, without cause and at its sole discretion, any Assessor designee named to "fill-in" for Landmark for a period exceeding two (2) calendar months (60 days), and to consider, as mutually agreed by the parties hereto, that a rejection of said Assessor designee shall constitute a material breach of the Agreement pursuant to the "material breach" provision of Section 2.3 herein.

6.4 Professional Standards:

Landmark shall be responsible, to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness,

accuracy and adequacy of property valuations, drawings, property inspection data and all other work and materials furnished under this Agreement. At the time of commencement of performance, Landmark shall be properly certified, equipped, organized and financed to perform the services required by this Agreement. Subject to compliance with the requirements of this Agreement, Landmark shall work independently.

6.5 Ownership of Documents:

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications and other information, products or materials produced or held by Landmark, of whatsoever nature or type, in connection with this Agreement shall be the sole property of the City with the City having sole and exclusive right, title and interest in any and all records, compilation, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement. All of the foregoing shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if any of the foregoing, prepared by Landmark, are used for purposes other than those intended by this Agreement, the City does so at its sole risk and agrees to hold Assessor harmless for such use. All services performed under this Agreement shall be conducted solely for the benefit of the City and will not be used for any other purpose by Landmark without written consent of the City. Any information relating to the services shall not be released without the written permission of the City. Landmark shall act and preserve the confidentiality of all City documents and data accessed for use in Landmark's work products to the extent allowed or required by law. Any requests for information under the Freedom of Information Act shall be immediately forwarded to the City Manager for a proper determination of the response to be provided.

6.6 Validity:

If any paragraph or provision of this Agreement shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such provision shall be severed and the remainder of this contract shall remain in force.

6.7 Survival:

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of all services of Assessor under this Agreement or the termination of the Agreement for any reason.

6.8 Controlling Law/Venue:

This Agreement is to be governed by the laws of the State of Michigan. It is mutually agreed that, in the event of any proceeding, at law or at equity, arising under this Agreement or breach thereof, that the venue of any such action shall be in the County of Genesee and the State of Michigan.

6.9 Authorization:

The respective signatories hereto expressly acknowledge that this Agreement is made and entered into with full authority of the City of Swartz Creek Council and Landmark Appraisal Company and that the persons executing this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement by said Council and said Assessor.

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

CITY OF SWARTZ CREEK, MICHIGAN:

LANDMARK APPRAISAL CO:

By: _____
Richard Abrams, Mayor

By: _____
Mark R. MacDermaid, Partner

By: _____
Juanita Aguilar, City Clerk

Approved As To Form:

Richard J. Figura
City Attorney

EXHIBIT "A"
City of Swartz Creek, Charter Provisions, Taxation

CHAPTER 9. TAXATION*

***State law references:** General property tax act, MCL 211.1 et seq., MSA 7.1 et seq.

Section 9.1. Power to tax--Tax limit.

The city shall have the power to assess taxes and to lay and collect rents, tolls, and excises. During the first five years of the existence of the city, the annual general ad valorem tax levy for municipal purposes shall not exceed one-half of one per cent (5 mills) of the assessed value of all real and personal property in the city as determined by the City's Assessor and Board of Review, or one-quarter of one per cent (2 1/2 mills) of such assessed value, as equalized by the State of Michigan, as required by law, whichever basis of limitation will result in the lesser taxation upon the taxable property in the city. Thereafter, the levy shall not exceed one per cent of the said assessed value as determined by the City's Assessor and Board of Review, or one-half of one percent (5 mills) of such value as equalized by the State of Michigan, as required by law, whichever basis of limitation will result in the lesser taxation upon the taxable property in the city, unless the proposition to approve an increase above the tax rate so limited is first approved by the electors of the city. No such increase shall cause the total tax rate to exceed two per cent of the assessed value of all real and personal property in the city.

State law references: Mandatory that Charter provide for annually levying and collecting taxes, MCL 117.3(g), MSA 5.2073(g).

Section 9.2. Subjects of taxation--Tax procedure.

(a) The subjects of ad valorem taxation for municipal purposes shall be the same as for state, county, and school purposes under the general law.

(b) Except as otherwise provided by this chapter, city taxes shall be assessed, levied, and collected in the manner provided by law.

State law references: Mandatory that Charter provide that subject of taxation for municipal purposes shall be the same as for state, county and school purposes under general law, MCL 117.3(f), MSA 5.2073(f); property subject to taxation, MCL 211.1 et seq., MSA 7.1 et seq.

Section 9.3. Exemptions.

The power of taxation shall never be surrendered or suspended by any grant or contract to which the city shall be a party. No exemptions from taxation shall be allowed, except such as are expressly required or permitted by law.

State law references: Property exempt from taxation, MCL 211.7 et seq., MSA 7.7 et seq.

Section 9.4. Tax day.

Subject to the exceptions provided or permitted by law, the taxable status of persons and property shall be determined as of the thirty-first day of December, or such other date as may subsequently be required by law, which shall be deemed the tax day. Values on the assessment roll shall be determined according to the facts existing on the tax day for the year for which such roll is made, and no change in the status or location of any such property after that day shall be considered by the Assessor or the Board of Review.

State law references: Designation of tax day, MCL 211.2, MSA 7.2; time, place and method of assessment, MCL 211.10 et seq., MSA 7.10 et seq.

Section 9.5. Personal property--Jeopardy assessment.

If the Treasurer finds or reasonably believes that any person who is, or may be, liable for taxes upon personal property, the taxable situs of which was in the city on tax day, intends to depart or has departed from the city; or to remove or has removed therefrom personal property which is, or may be, liable for taxation; or to conceal or conceals himself or his property; or does any other act tending to prejudice, or to render wholly or partly ineffectual the proceedings to collect such tax, he shall proceed to collect the same as a jeopardy assessment in the manner provided by law.

State law references: Jeopardy assessment of personal property taxes, MCL 211.691 et seq., MSA 7.51(1) et seq.

Section 9.6. Preparation of the assessment roll.

Prior to the date of the meeting of the Board of Review in each year, the Assessor shall prepare and certify an assessment roll of all property in the city. Such roll shall be prepared in accordance with the requirements of law, and may be divided into volumes, which the Assessor shall identify the number for purposes of convenience in handling the assessment roll and for locating properties assessed therein. The attachment of any certificate or warrant required by this chapter to any volume of the roll, either as an assessment roll or as a tax roll, shall constitute the attachment thereof to the entire roll, provided the several volumes are identified in such certificate or warrant. Values of property set forth on the assessment roll shall be determined according to recognized methods of systematic assessment.

State law references: Mandatory that Charter provide for preparation of assessment roll, MCL 117.3(i), MSA 5.2073(i); assessment roll, MCL 211.24 et seq., MSA 7.24 et seq.

Section 9.7. Board of Review.

(a) A Board of Review is hereby created, composed of three members who have the qualifications of holding elective city office as set forth in Section 4.4 of this charter.

(b) The members of the Board of Review shall be appointed by the Council, and may be removed for reasons of nonfeasance or misfeasance by the vote of five members of the Council. The first members shall be appointed during the month of January, 1960, for terms expiring on July 1, 1961, 1962, and 1963. Thereafter one member shall be appointed in the month of May of each year, for a term of three years, commencing on the following July first.

(c) The Board shall, annually, on the first day of its meeting, select one of its members chairman for the ensuing year. The Assessor shall be Clerk of the Board, and shall be entitled to be heard at its sessions, but shall have no vote on any proposition or question.

State law references: Mandatory that Charter provide for a board of review, MCL 117.3(a), MSA 5.2073(a).

Section 9.8. Duties and functions of Board of Review.

For the purpose of revising and correcting assessments, the Board of Review shall have the same powers and perform like duties, in all respects, as are, by law, conferred upon and required of boards of review in townships, except as otherwise provided in this charter. At the time, and in the manner provided in the following section, it shall hear the complaints of all persons considering themselves aggrieved by assessments. If it shall appear that any person or property has been wrongfully assessed or omitted from the roll, the Board shall correct the roll in such manner as it deems just. Except as otherwise provided by law, no person other than the Board of Review shall make any change upon, or addition or correction to, the assessment roll. The Board shall make no such changes, additions, or corrections after it has certified the roll as provided and required by Section 9.11 of this chapter. The Assessor shall make a permanent record of all proceedings of the Board and enter therein all resolutions and decisions of the Board. Such record shall be filed with the Clerk on or before the first day of September following the meeting of the Board of Review.

Section 9.9. Meetings of Board of Review.

(a) The Board of Review shall convene at 9:00 o'clock a.m. on the third Monday in March in each year at a place designated by the Council, or on such other date as may subsequently be

required by law for the meeting of boards of review in cities, and shall meet at the same time and continue in session from day to day for not less than three days for the purpose of considering the assessment roll of the city.

(b) The Board of Review may examine on oath any person appearing before it respecting the assessment of property on the assessment roll. Any member of the Board may administer the oath.

State law references: Mandatory that Charter provide for meeting of board of review, MCL 117.3(i), MSA 5.2073(i).

Section 9.10. Notice of meetings.

Notice of the time and place of the annual meeting of the Board of Review shall be published by the Assessor not less than one week nor more than three weeks prior thereto.

Section 9.11. Certification of roll.

After the Board of Review has completed its review of the assessment roll, and not later than the Tuesday following the fourth Monday in March, or such other date as may subsequently be required by law, the majority of its members shall sign a certificate to the effect that the same is the assessment roll of the city for the year in which it has been prepared, as approved by the Board of Review, which certificate, when attached to any volume of the roll shall constitute a conclusive presumption of the validity of the entire roll, as provided in Section 9.6 of this chapter. In the event that the Board of Review shall fail or refuse to so review the assessment roll of the city, such roll, as prepared and presented to the Board of Review by the Assessor shall be the assessment roll for the year for which it was prepared and shall stand as though it had been certified by the Board of Review.

State law references: Completion of review of assessments prior to first Monday in April required, MCL 211.30a, MSA 7.30(1).

Section 9.12. Validity of assessment roll.

Upon the completion of the assessment roll, and from and after midnight ending the last day of the meeting of the Board of Review, or the first Monday in April, whichever date first occurs, it shall be the assessment roll of the city for county, school and city taxes, and for other taxes on real and personal property that may be authorized by law. It shall be presumed by all courts and tribunals to be valid, and shall not be set aside, except for cause set forth by law.

State law references: Mandatory that Charter provide for levy, collection and return of state, county and school taxes, MCL 117.3(i), MSA 5.2073(i).

Section 9.13. Clerk to certify levy.

Within three days after the Council has made the appropriations for the ensuing year, the Clerk shall certify to the Assessor the total amount which the Council determines shall be raised by general ad valorem taxation, together with such other assessments and lawful charges and amounts which the Council requires to be assessed, reassessed, or charged upon the city tax roll against property or persons.

Section 9.14. City tax roll.

After the Board of Review has completed its review of the assessment roll, the Assessor shall prepare a tax roll, or a combined assessment and tax roll, to be known as the "City Tax Roll." Upon receiving the certification of the several amounts to be raised, assessed, and charged for city taxes, as provided in the preceding section, the Assessor shall proceed forthwith, (1) to spread the amounts of the general ad valorem tax according to and in proportion to the several valuations set forth in said assessment roll, and (2) to place such other assessments and charges upon the roll as are required and authorized by the Council. For convenience, the city tax roll may be divided into two or more volumes.

Section 9.15. Taxes a debt and lien.

The taxes on real and personal property shall become a debt to the city from the owner or person otherwise to be assessed, on the tax day provided by law. The amounts assessed on any interest in real property shall become a lien upon such real property on the first day of July next subsequent to the tax day, and shall so remain, until paid. Said tax liens shall take precedence over all other claims, encumbrances, and liens upon said personal property whatsoever, whether

created by chattel mortgage, title retaining contract, execution, or upon any other final process of a court, attachment, replevin, judgment, or otherwise, and no transfer of personal property assessed for taxes shall operate to divest or destroy such lien, except where such property is actually sold in the regular course of retail trade.

Section 9.16. Tax roll certified for collection.

After spreading the taxes and placing other assessments and charges upon the roll, the Assessor shall certify the tax roll, and attach his warrant thereto directing and requiring the Treasurer to collect, prior to March first of the following year, from the several persons named in the roll the several sums mentioned therein opposite their respective names as a tax, charge, or assessment. Said warrant shall grant to and vest in the Treasurer, all the statutory powers and immunities possessed by township treasurers for the collection of taxes. The tax roll shall be delivered to the Treasurer on or before the thirtieth day of June.

State law references: Collection of taxes, MCL 211.44 et seq., MSA 7.87 et seq.

Section 9.17. Tax payment date.

City Taxes shall be due and payable on July first of each year.

(Amended by electors 4-3-67)

Section 9.18. Taxes due--Notification thereof.

The Treasurer shall not be required to make personal demand for the payment of taxes but, upon receipt of the city tax roll, he shall forthwith mail a tax statement to each person named in the tax roll, which mailed statement shall be a sufficient demand for the payment of all taxes assessed. Neither the failure on the part of the Treasurer to mail such statement, nor the failure of any person to receive the same, shall invalidate the taxes on the tax roll or release any person or property assessed from the liabilities in this chapter in case of nonpayment.

Section 9.19. Tax payment schedule.

The Council shall provide, by ordinance, the tax payment schedule for city taxes, the times when the same may be paid without the addition of collection fees or interest, and the amount of collection fees and interest to be added thereafter. All amounts collected as collection fees and interest shall be paid into the city's treasury for the use and benefit of the city.

Section 9.20. Failure or refusal to pay personal property tax.

If any person shall neglect or refuse to pay any tax on personal property assessed to him, the Treasurer shall collect the same by seizing any personal property of such person, to an amount sufficient to pay such tax, together with any charges and interest added thereto, wherever the same may be found in the State. No property shall be exempt from such seizure. He may sell the property seized, to an amount sufficient to pay the taxes and all charges, fees, penalties, and interest, in accordance with statutory provisions. The Treasurer may also sue the person to whom a personal property tax is assessed, in accordance with the powers granted to him by law.

State law references: Failure or refusal to pay tax, MCL 211.47, MSA 7.91.

Section 9.21. State, county and school taxes.

For the purposes of assessing and collecting taxes for state, county, and school purposes, the city shall be considered the same as a township and all provisions of law relative to the collection of, and accounting for, such taxes and the penalties and interest thereon shall apply. For the purpose of collection of state, county, and school taxes, the Treasurer shall perform the same duties and have the same powers as township treasurers under state law.

State law references: Mandatory that Charter provide for levy, collection and return of state, county and school taxes, MCL 117.3(i), MSA 5.2073(i); state law relative to the assessment, levy and collection of taxes, MCL 211.1 et seq., MSA 7.1 et seq.

Section 9.22. Protection of city lien.

The city shall have power, insofar as the exercise thereof shall not conflict with or contravene the provisions of law, to acquire such an interest in any premises within the city, by purchase at any tax or other public sale, or by direct purchase from or negotiation with the State of Michigan or the owner, as may be necessary to assure to the city the collection of its taxes, special assessments, charges, and any interest thereon which are levied against any lot or parcel of real property or to

protect the lien of the city therefor, and may hold, lease, or sell the same. Any such procedure exercised by the city to assure the collection of its taxes or the protection of its tax or other liens shall be deemed to be for a public purpose. The Council may adopt any ordinance which may be necessary to make this section effective.

Section 9.23. Collection of delinquent taxes.

All taxes and charges, together with fees, penalties, and interest upon real property on the tax roll, remaining uncollected by the Treasurer on the first day of March following the date when the roll was received by him shall be subject to one of the following procedures:

(1) The real property against which such taxes and charges are assessed shall be subject to disposition, sale, and redemption for the enforcement and collection of the tax lien against the same in the method and manner which may be provided by ordinance. The Council may provide by ordinance the procedure for the sale and redemption of real property for such unpaid taxes and charges, together with fees, penalties, and interest, by judicial sale on petition filed in behalf of the city. Such procedure shall correspond substantially to the procedure provided by law for the sale by the State of tax delinquent real property and redemption therefrom, except that the acts performed by state and county officers shall be performed by appropriate city officers and that city tax sales shall be held not less than thirty nor more than ninety days prior to the date of corresponding tax sales under the general law.

(2) If no ordinance is in effect pursuant to subsection (1) of this section, such taxes shall be returned to the County Treasurer, to the extent and in the same manner and with like effect as provided by law for returns by township treasurers of township, school and county taxes. Such returns shall include all the additional assessments, charges, fees, penalties, and interest hereinbefore provided, which shall be added to the amount assessed in said tax roll against such property or person. The taxes thus returned shall be collected in the same manner as other taxes returned to the County Treasurer are collected, in accordance with law, and shall be and remain a lien upon the property against which they are assessed until paid.

Section 9.24. Disposition of real property held by city.

When the city has acquired any interest in property to protect the city's tax lien thereon, the owner of any interest therein by fee title, as mortgagee, or as vendor or vendee under a land contract, shall have the right to purchase the city's interest therein, upon payment to the city of the amount of money which the city has invested therein in the form of taxes, special assessments, charges, fees, penalties, interest, and costs, paid by the city to protect its title in such property. After the lapse of ninety days after the date that the city acquires title to any such property, the Council may remove the same from the market by determining that such property is needed for and should be devoted to public purposes, naming such purposes, or may sell the same at a price which shall be not less than the market value, as determined.

And further, direct the Mayor and City Clerk to endorse and execute this agreement on behalf of the City.

YES: Christie, Hicks, Hurt, Porath, Shumaker, Abrams.

NO: None. Motion Declared Carried.

Boards & Commissions, Appoint Alternate to ZBA, Stiff

Resolution No. 081013-10

(Carried)

Motion by Councilmember Hurt

Second by Mayor Pro-Tem Christie

I Move the Swartz Creek City Council, upon recommendation of the Mayor and Staff, appoint Bradley Stiff, 9040 Chesterfield Drive, 252-3174, to the Zoning Board of

Appeals Alternate, for the remainder of a three-year term vacated by Kenneth Keyes, term expiring on June 30, 2011.

YES: Hicks, Hurt, Porath, Shumaker, Abrams, Christie.
NO: None. Motion Declared Carried.

Boards & Commissions, Appoint Alternate to ZBA, Gilbert

Resolution No. 081013-11

(Carried)

Motion by Councilmember Porath
Second by Councilmember Hurt

I Move the Swartz Creek City Council, upon recommendation of the Mayor and Staff, appoint John Gilbert, 7459 Miller Road, 635-9762, to the Zoning Board of Appeals Alternate, for the remainder of a three-year term vacated by Jim Florence, term expiring on June 30, 2011.

Discussion Took Place.

YES: Hurt, Porath, Shumaker, Abrams, Christie, Hicks.
NO: None. Motion Declared Carried.

Sale of City Property, 5129 Morrish Road, Parcel # 58-01-100-020

Resolution No. 081013-12

(Carried)

Motion by Mayor Pro-Tem Christie
Second by Councilmember Hurt

WHEREAS, it is in the best interest of the public's health, safety, and welfare to create a viable downtown with residential and businesses, and

WHEREAS, the City of Swartz Creek current owns a residentially zoned 130' x 96' parcel of land located at 5129 Morrish Road in the Downtown Development Authority Area; and

WHEREAS, the City of Swartz Creek has previously used this site for the storage of woodchips and currently uses the site for storage; and

WHEREAS, there is a building on the site that is falling into disrepair, and the City feels it can no longer use the site for any practical, public use that is consistent with the goals of the City and DDA; and

WHEREAS, the City of Swartz Creek had a contractor perform a Phase One environmental study that has revealed no contamination on site; and

WHEREAS, the City released a request for proposals (RFP) to the general public to seek the purchase of this parcel contingent upon a viable and innovative proposal that is consistent with the goals of the City and DDA; and

WHEREAS, the City staff met with two interested applicants at information sessions and subsequently received one proposal from one of these applicants on October 2, 2008, the RFP deadline, and

WHEREAS, the City of Swartz Creek City Council has determined that the proposed purchase price and concept plan are acceptable.

NOW, THEREFORE, BE IT RESOLVED that the Swartz Creek City Council approves the City staff to negotiate a purchase agreement with Diane L. Green Photography LLC for the purchase of 5129 Morrish Road, parcel ID 58-01-100-020, for the sum of \$6,000 with the following conditions: the parcel shall be rezoned for Neighborhood Business District by the City, the buyer must complete a site plan review in accordance with the submitted proposal dated October 2, 2008, and the City and Buyer must execute a development agreement ensuring completion of the approvals and improvements within twelve (12) months time.

Discussion Ensued.

YES: Porath, Shumaker, Abrams, Christie, Hicks, Hurt.

NO: None. Motion Declared Carried.

Park Fees

(Discussion Topic)

City Manager Bueche made a brief presentation in reference to possibly increasing or reducing park fees.

MEETING OPENED TO THE PUBLIC

John Gilbert, 7459 Miller Road, thanked the Mayor and staff for the appointment to the Zoning Board of Appeals, Alternate.

David Krueger, 7399 Miller Road, talked about visiting Washington D.C. and the parks there. Mr. Krueger stated that our parks are kept up much better than the federal parks that he experienced in Washington.

REMARKS BY COUNCILMEMBERS:

Councilmember Shumaker thanked Chief Clolinger for the letters that were sent out for K-9 donations and the fire at the Senior Citizen resident hall. Mr. Shumaker stated that he liked the personal touch the Chief put in the letters. Mr. Shumaker commented on the trash situation in the parks.

Councilmember Porath thanked the City Council for putting up with his absence from Council meetings. Mr. Porath talked about the Senior Center and stated that he hoped for more information as to the content of the building. Mr. Porath talked about an editorial in the Flint

Journal about possible tax decreases. Mr. Porath spoke about the 2009 schedule for the racetrack. He stated that the live races have been reduced by about 30%.

Mayor Abrams talked about Officer Beth Jaworski. He stated that he spoke to a resident who extolled her virtues on and on. The resident stated that Officer Jaworski welcomed him to Swartz Creek when he moved here and that she checks on his home when he's gone. He stated that the City should never get rid of Officer Jaworski. Mr. Abrams stated that there is a GAIN meeting on October 17, 2008 at Genesee Township.

Executive Session, Labor Agreements

Resolution No. 081013-13

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Shumaker

I Move the City of Swartz Creek Council, at the request of the City Manager, enter into Executive Session for the purpose of discussing pending Labor Agreements.

YES: Shumaker, Abrams, Christie, Hicks, Hurt, Porath.
NO: None. Motion Declared Carried.

Addendum to Police Officers Labor Council Contract

Resolution No. 081013-14

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Shumaker

I Move the City of Swartz Creek Council accept the City Manager's recommendation for the Addendum to the Police Officers Labor Council contract.

YES: Abrams, Christie, Hicks, Hurt, Porath, Shumaker.
NO: None. Motion Declared Carried.

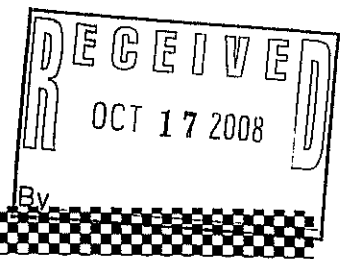
ADJOURNMENT:

There being no objection, Mayor Abrams declared the meeting adjourned at 10:25p.m.
Executive Session adjourned at 10:20pm.

Richard Abrams, Mayor

Juanita Aguilar, City Clerk

DATE: OCTOBER 20, 2008
TIME: 7:00 PM
LOCATION: STATION 1
SUBJECT: SWARTZ CREEK AREA FIREBOARD AGENDA



- I. CALL TO ORDER
A. PLEDGE OF ALLEGIANCE
B. ROLL CALL
C. ADDITIONS/CHANGES/DELETIONS AND AGENDA APPROVAL:
D. SPECIAL PRESENTATIONS/ANNOUNCEMENTS:
- II. APPROVAL OF MINUTES
A. SEPTEMBER 15, 2008 MEETING:
- III. CORRESPONDENCE:
A. SEPTEMBER INCIDENT SUMMARY REPORT:
- IV. PROFESSIONAL SERVICE REPORTS:
A. SEPTEMBER FINANCIAL REPORT:
B. SEPTEMBER BILLS LIST:
- V. COMMITTEE REPORTS:
A. BY-LAWS COMMITTEE - Chairman Mike Messer, Boots Abrams, Richard Derby, Bill Cavanaugh and Brent Cole:
1. Second reading, Job Description Fire Chief
2. Equipment disposal

B. MIOSHA, FIREFIGHTER RIGHT TO KNOW (RTK) COMMITTEE: (Chairman Michael Messer, Richard Derby, Rick Clolinger and Brent Cole)
1. HEALTH AND SAFETY SUBCOMMITTEE: Chairman Michael Messer
(Members Chief Cole, Assistant Chief Merriam, Captain Tabit, Lieut. Jones & FF VanArsdale)

C. FIRE CHIEF PERFORMANCE EVALUATION: (Chairman Ray Thornton, Richard Derby and Mike Messer)
- VI. OLD BUSINESS:
A. APPARATUS UPDATE from Battalion Chief Jack King-
1. Monthly apparatus status report attached

B. 2009 BUDGET:
City Council resolution passage (attached) from Chairman Christie

- C. TURN OUT GEAR BID: Bid review report
Time Emergency Equipment:
G-Extreme Customer Spec.: does not list and/or indicate hand warming pockets, pockets in pants or custom sizing.
G-Extreme Time Emergency Spec.: Bid is for "off the rack" fit, no custom sizing. Radio pocket on wrong side. No pockets or hand warmer pockets.
GX7 Customer Spec.: Doesn't meet Firefighter mobility requirements.
Douglass Safety Systems: Meets all specifications. Includes double stitching on all trim.
First Due Fire Supply: Meets all specifications.
Alert Emergency Equipment: No indication of coat or pant closure or custom sizing.
Chief Cole requests permission to purchase five (5) sets of turn out gear from Douglass Safety in the amount of \$7,450.00 plus shipping.

D.

VII. NEW BUSINESS:

- A. NEW MEMBERS FOR PLACEMENT ON PROBATION: none
B. MEMBERS ELIGIBLE TO COME OFF PROBATION: none
C. MEMBERS RESIGNING/TERMINATING:
1. Corey Leisure, hired April 21, 2008, turned in all his assigned equipment to Radio Operator Val Dow on Thursday, September 25, 2008, without submitting a resignation letter. Two letters of communication to Mr. Leisure are attached.
Chief Cole recommends accepting Corey Leisure's voluntary resignation as prescribed under the SCAFD by laws, Requirements for Membership, subsection L, paragraph 2, effective September 20, 2008.
2. Angela Martin, hired July 17, 2006, submitted her resignation letter (attached), effective September 28, 2008.
Chief Cole recommends accepting Angela Martin's resignation effective September 28, 2008, with regrets.
3. Todd Sherrill, hired April 21, 2003, submitted his resignation letter (attached), effective September 30, 2008.
Chief Cole recommends accepting Todd Sherrill's resignation effective September 30, 2008, with regrets.
D. MEMBERS ELIGIBLE FOR REINSTATEMENT: none

E. PURCHASE OF TRAFFIC SAFETY EQUIPMENT: Federal Rule 23 C.F.R. Part 634 dictates traffic safety equipment be used to signal a presences of emergency personnel that perform their duties on any highway with a posted speed of 45 MPH or greater. Attached is a break down of the Genesee County Bids received, along with 2 additional bids Assistant Chief Merriam, an executive officer of the Genesee County Association of Fire Chief's (GCAFC), obtained for comparison. In addition, the original bids received by the GCAFC are attached to validate the amounts along with their recommendation of the vendors to purchase from. An analysis of the 2008 Budget indicates the amount of money needed to purchase the items can be covered by the 10% line item transfer capability. The number of vests is for each apparatus seating capability and those officers that respond direct. The regulation requires a minimum of 5 28" cones and 1 48" pink warning sign, per truck.

Chief Cole requests permission to purchase 40, 28" traffic cones at \$16.26 each, equaling \$650.00 (from Douglas Safety Systems, County Bid), plus 8, 48" traffic signs at \$270.00 each, equaling \$2,160.00 (from Douglass Safety Systems, County Bid), plus 48 (2XL) 5 point break away vests at \$16.99 each, equaling \$815.52 and 2 (5XL) 5 point break away vests at \$18.99 each equaling \$37.95 (from Transportation Safety Apparel, County Bid) for a total equipment amount of \$3,663.50 plus shipping.

F. APPROVAL OF BID SPECIFICATIONS FOR UNIFORMS PURCHASE: Attached is a bid specification authored by Lieutenant Rich Tesner for the purchase of six (6) dress uniforms that are allocated for in the 2008 budget.

Chief Cole requests permission to proceed with sending the bid specification to three (3) vendors for receipt by November 20, 2008.

VIII. GENERAL INFORMATION:

- A. MUNICIPAL BILLINGS for September.
- B. The flower fund balance is currently \$10.00.
- C. Reminder: Annual SCAFD photos are scheduled for November 1, 2008, station 1 starting at 1100.
- D. SCAFD Organizational Chart dated October 2, 2008
- E. Thank you letter from Police Chief Clolinger dated Sept. 29, 2008
- F. Thank you card from the staff of The Pines, received October 1, 2008
- G. Copy of the invoice from Precision Fleet Image for the repair of Engine 12 in the amount of \$37,264.75.
- H. 2007 Life Safety Achievement Award

IX. OPEN TO THE PUBLIC:

X. COMMENTS OF FIRE DEPARTMENT PERSONNEL (THROUGH THE CHIEF AND/OR HIS DESIGNATE:

XI. CHAIN OF COMMAND APPEAL TO THE FIREBOARD:

XII. COMMENTS FROM FIREBOARD MEMBERS:

XIII. MEETING ADJOURNMENT:

REGULAR MEETING

SEPTEMBER 15, 2008

SWARTZ CREEK AREA FIRE DEPARTMENT

The regular meeting of the Swartz Creek Area Fire Board was held at Station #2, September 15, 2008. Chairman, Jason Christie, called the meeting to order at 7:00p.m.

A 10 minute recess was taken

I. CALL TO ORDER:

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

Board Members Present:

- Chairman, Jason Christie
- Vice Chairman, Mike Messer
- Secretary/Treasurer, Boots Abrams
- Clayton Representative, Richard Derby
- City Representative, Ray Thornton
- City Representative, Rick Clolinger
- Clayton Representative, Greg Childers

Board Members Absent: None

Staff Present:

- Fire Chief, Brent Cole
- Acct./Clerical, Kim Borse
- Attorney, Bill Cavanaugh
- Asst. Chief, Eric Merriam

Staff Absent: None

Others Present:

- Jack King, Batt. Chief
- Karen Merriam, Firefighter
- Dave Jones, Lieutenant
- Anthony Davis, Firefighter
- Steve Tabit, Captain
- Brendt Cole, Lieutenant
- Rich Tesner, Lieutenant
- Laura Angus, Swartz Creek News
- Chuck Shinowskis, Clayton Twp
- Natalie Dennings, Clayton Twp
- Bruce Biatty, Clayton Twp
- Brad Breiler, First Due Fire Supply Co.
- Walt Holden, First Due Fire Supply Co.

C. AGENDA: ADDITIONS/CHANGES/DELETIONS/APPROVAL:

- **Resolution 091508-01**

Motion by Mike Messer

Second by Rick Derby

The SCAFD Board does hereby approve the addition of VIII.G&H, and changes to V.C. and VI. B. to the agenda and approve the agenda as amended.

YES: Abrams, Childers, Clolinger, Derby, Messer, Thornton, Christie

NO: None

Motion declared carried

II. APPROVAL OF MINUTES

A. AUGUST 18, 2008 SPECIAL MEETING

- **Resolution 091508-02**

Motion by Mike Messer

Second by Rick Derby

The SCAFD Board does hereby approve the minutes of the August 18, 2008 special board meeting, as presented.

YES: Abrams, Childers, Clolinger, Derby, Messer, Thornton, Christie

NO: None

Motion declared carried

B. AUGUST 18, 2008 BOARD MEETING

- **Resolution 091508-03**

Motion by Mike Messer

Second by Rick Derby

The SCAFD Board does hereby amend resolution 081808-07 in the minutes of the August 18, 2008 board meeting to read "The SCAFD Board does hereby forward the Chief's job description to the by-laws Committee for review and recommendation."

YES: Abrams, Childers, Clolinger, Derby, Messer, Thornton, Christie

NO: None Motion declared carried

- Resolution 091508-04
Motion by Boots Abrams
Second by Ray Thornton

The SCAFD Board does hereby approve the minutes of the August 18, 2008 board meeting, as corrected.

YES: Abrams, Childers, Clolinger, Derby, Messer, Thornton, Christie

NO: None Motion declared carried

III. CORRESPONDENCE:

A. AUGUST INCIDENT SUMMARY REPORT:

- Resolution 091508-05
Motion by Ray Thornton
Second by Rick Derby

The SCAFD Board does hereby accept the August 2008 Incident Summary, as presented

YES: Abrams, Childers, Clolinger, Derby, Messer, Thornton, Christie

NO: None Motion declared carried

IV. PROFESSIONAL SERVICE REPORTS:

A. AUGUST FINANCIAL STATEMENT:

- Resolution 091508-064
Motion by Rick Derby
Second by Mike Messer

The SCAFD Board does hereby approve the August 2008 financial statement, as presented

YES: Abrams, Childers, Clolinger, Derby, Messer, Thornton, Christie

NO: None Motion declared carried

B. AUGUST BILLS LIST:

- Resolution 091508-07
Motion by Ray Thornton
Second by Boots Abrams

The SCAFD Board does hereby approve the August 2008 bills list, as presented.

YES: Abrams, Childers, Clolinger, Derby, Messer, Thornton, Christie

NO: None Motion declared carried

V. COMMITTEE REPORTS:

A. BY-LAWS COMMITTEE MEETING:

- Resolution 091508-08
Motion by Mike Messer
Second by Boots Abrams

The SCAFD Board does hereby declare the first reading of By-laws change, Fire Chiefs Job Description.

YES: Abrams, Childers, Clolinger, Derby, Messer, Thornton, Christie

NO: None Motion declared carried

B. MIOSHA, RIGHT TO KNOW COMMITTEE: NONE

1. Health & Safety Subcommittee

C. FIRE CHIEF PERFORMANCE EVALUATION:

VI. OLD BUSINESS

A. APPARATUS UPDATE:

1. Monthly report from Batt. Chief King

B. SCAFD INTERNET ACCESS & VOICE OVER INTERNET PHONE SERVICE

C. SCAFD BID VERIFICATION:

D. 2009 BUDGET PRESENTATION

- Resolution 091508-09
\$8500.00 was removed from line item 4979
Motion by Boots Abrams
Second by Mike Messer

The SCAFD Board does hereby forward the 2009 proposed budget, as amended, to the municipalities for approval.

YES: Abrams, Childers, Clolinger, Derby, Messer, Thornton, Christie

NO: None Motion declared carried

VII. NEW BUSINESS

A. NEW MEMBER(S) TO BE PLACED ON PROBATION: NONE

B. MEMBER TO COME OFF PROBATION: NONE

C. MEMBERS RESIGNING/TERMINATING: NONE

D. MEMBERS ELIGIBLE FOR REINSTATEMENT: None

E. TURN OUT GEAR BID OPENING:

SWARTZ CREEK AREA FIRE DEPARTMENT BOARD MEETING

SEPTEMBER 15, 2008

Time Emergency G Extreme with customer specs: coat \$1065.00, pant \$756.00

Time Emergency GX7: coat \$988.00, pant \$688.00

Time Emergency G Extreme with vendor specs: coat \$935.00, pant \$675.00

Alert Fire Equipment: coat \$1080.45, pant \$682.04, shipping \$20.00each

Douglass Safety: coat \$865.00, pant \$625.00

First Due Fire Supply: coat \$1255.00, pant \$845.00

VIII. GENERAL INFORMATION

A. MUNICIPAL BILLINGS

B. FLOWER FUND IS CURRENTLY \$10.00

C. SOG 411

D. SOG 211

E. SOG TABLE OF CONTENTS

F. MI CHIEFS ARTICLE

G. GENESEE COUNTY MEMORIAL INVITATION

H. SCAFD PHOTOS-11/01/08

IX. OPEN TO THE PUBLIC: NONE

X. COMMENTS OF FIRE DEPARTMENT PERSONNEL, THROUGH THE CHIEF: NONE

XI. CHAIN OF COMMAND APPEAL TO THE FIRE BOARD: NONE

XII. COMMENTS OF THE FIREBOARD:

Childers: None

Messer: Thank you for work on budget
Would like to consider a budget process
Encouraged attendance at Genesee County Memorial

Derby: Welcome to Greg
Echoes consideration of a budget process
Thanks to all who worked on budget

Thornton: Welcome to Greg

Abrams: Welcome to Greg

Thank you to Rod for his past service

Clolinger: Thank you to Capt. Tabit for work on turn-out gear bids, to Lt. Tesner for work on uniforms
Welcome to Greg

Christie: Questions are his way of understanding working of the Fire Dept.
Echoes sentiments

Supports budget as approved tonight
Kudos to Capt. Tabit on turn-out gear bids

XIII. ADJOURNMENT OF MEETING:

Meeting adjourned at 9:15 p.m.

The next regular meeting will be 10/20/2008 at Station 1 at 7:00 pm

JASON CHRISTIE
CHAIRMAN
SWARTZ CREEK AREA FIRE BOARD

KIM BORSE
ACCOUNTING/CLERICAL SPECIALIST
SWARTZ CREEK AREA FIRE DEPT.

SWARTZ CREEK AREA FIRE DEPT, SWARTZ CREEK MICHIGAN 48473

Incident Log for 09/01/2008 through 09/30/2008

Printed: 10/15/2008

Inc. No. - Exp. Location	Date	Disp. Time	Sta. Incident Type	Owner Name	No. Resp Prop. Loss	Disp. to Enrte. Min.	Resp. Min. Cont. Loss	Officer in Charge	Total Hr:Min:Sec
0000122-000 209 Oakwood DR	09/04/2008	19:26	12 611 AMA to Flushing, cancelled		19 \$ 0	0.00	4.00		0:09:00
0000123-000 Adjacent to 8432 Calkins RD	09/04/2008	21:30	2 142 Copntrolled burn, unable to access		20 \$ 0	0.00	7.00	COLE, BRENT D - CHIEF	0:26:00
0000124-000 4935 Ita CT MR Josh Bailey	09/14/2008	18:38	1 520 Roof leak; light fixtures involved		27 \$ 0	0.00	5.00	COLE, BRENT D - CHIEF	1:52:00
0000125-000 611 Northwood DR	09/18/2008	08:25	12 611 AMA to Flushing; cancelled		10 \$ 0	0.00	0.00	PLUMB, DAVID J - CAPTAIN/EM	0:14:00
0000126-000 Morrish and At Calkins	09/18/2008	18:32	2 352 Extrication of victim(s) from		16 \$ 0	0.00	10.00	MERRIAM, ERIC M - ASSISTANT	1:02:00
0000127-000 Miller and I 69	09/20/2008	15:26	1 463 Vehicle accident, general cleanup		22 \$ 0	6.00	9.00	KING, JACK L - BATT CHIEF	1:09:00
0000128-000 4101 S Sheridan RD MR Ron Sanders	09/20/2008	19:54	1 631 Authorized controlled burning	MR Ron Sanders	16 \$ 0	0.00	14.00	KING, JACK L - BATT CHIEF	0:32:00
0000129-000 Pierson/Elms and Pierson/Elms	09/22/2008	19:07	12 611 AMA to Flushing, cancelled		20 \$ 0	0.00	0.00		0:13:00
0000130-000 8240 Miller RD RANDY LOGAULT	09/25/2008	21:08	1 111 Building fire (room 12)	RANDY LOGAULT	30 \$ 5,000	0.00	7.00	COLE, BRENT D - CHIEF	2:12:00
0000131-000 4202 Hickory CT MR MATT KALAKAY	09/28/2008	12:20	1 561 Unauthorized burning	MR MATT KALAKAY	33 \$ 0	0.00	18.00	PLUMB, DAVID J - CAPTAIN/EM	0:39:00

Incidents by Shift Including Exposures

	No. Resp.	Total Hr:Min	Prop. Loss	Cont. Loss	0	1	2	3	4
Totals:	213	8:28:00	\$ 5,000	\$ 1,000	1	3	6	0	0

The total number of incidents, including exposure fires is 10.

The number of exposure fires is 0.



SWARTZ CREEK AREA FIRE DEPARTMENT
Income/Expense Report
For the Nine Months Ending September 30, 2008

	Description	Current Mth	Y-T-D	Budget	Remain.Budget	% Budget
Revenues						
3582	OPERATING CONTRIBU	4,491.13	250,558.27	252,350.00	1,791.73	(0.99)
3583	EQUIPMENT CONTRIBU	0.00	22,675.00	45,350.00	22,675.00	(0.50)
3628	MISC. INCOME (SUNDR	0.00	17.00	0.00	(17.00)	0.00
3664	INVESTMENT INCOME	0.32	118.11	300.00	181.89	(0.39)
3673	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
	Total Revenues	4,491.45	273,368.38	298,000.00	24,631.62	(0.92)
Expenses						
4703	SOCIAL SECURITY	773.96	8,504.13	12,000.00	3,495.87	0.71
4704	STAFF SALARIES	3,223.03	30,483.87	45,000.00	14,516.13	0.68
4705	MAIN/TRAIN-SALARIES	1,170.36	8,523.09	14,100.00	5,576.91	0.60
4706	OFFICER SALARIES	1,250.00	10,000.00	15,000.00	5,000.00	0.67
4707	FIREFIGHTERS SALARY	4,473.85	49,601.82	74,000.00	24,398.18	0.67
4708	DEFERRED COMPENSA	204.25	2,088.50	3,450.00	1,361.50	0.61
4709	MEDICAL-FIREFIGHTER	0.00	5,611.00	6,650.00	1,039.00	0.84
4727	OFFICE SUPPLIES	178.02	971.85	2,900.00	1,928.15	0.34
4728	BUILDING SUPPLIES	53.67	318.09	900.00	581.91	0.35
4740	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
4741	EQUIPMENT SUPPLIES	547.39	4,239.83	9,500.00	5,260.17	0.45
4801	CONTRACT SERVICES	0.00	4,722.42	8,000.00	3,277.58	0.59
4820	80th Anniversary	0.00	0.00	0.00	0.00	0.00
4850	COMMUNICATIONS	556.94	2,633.13	4,650.00	2,016.87	0.57
4910	INSURANCE	0.00	25,720.00	29,900.00	4,180.00	0.86
4920	UTILITIES	640.84	10,554.11	16,000.00	5,445.89	0.66
4960	EDUCATION & TRAININ	619.46	4,969.88	11,200.00	6,230.12	0.44
4970	OFFICE EQUIPMENT	0.00	0.00	240.00	240.00	0.00
4976	FIRE EQUIPMENT	2,341.75	3,543.75	15,060.00	11,516.25	0.24
4978	FIRE EQUIP.-MAINT/REP	1,699.78	6,732.41	17,725.00	10,992.59	0.38
4979	FIRE EQUIPMENT-UPGR	0.00	79.95	10,275.00	10,195.05	0.01
4981	APPARATUS	0.00	0.00	0.00	0.00	0.00
4982	Loose Equip. New Apparatu	0.00	0.00	0.00	0.00	0.00
4983	Misc. Upgrades	0.00	0.00	0.00	0.00	0.00
4984	COMPUTER EQUIPMEN	0.00	223.99	900.00	676.01	0.25
4988	COMPUTER SOFTWARE/	254.34	554.34	550.00	(4.34)	1.01
4999	RESERVE	0.00	0.00	0.00	0.00	0.00
	Total Expenses	17,987.64	180,076.16	298,000.00	117,923.84	0.60
	Net Income/<Loss>	(13,496.19)	93,292.22	0.00		
3400	FUND BALANCE-Beginni	(11,272.98)	0.00	0.00		
	Fund Balance-End of Year	(24,769.17)	93,292.22	0.00		

**SWARTZ CREEK AREA FIRE DEPARTMENT
BILLS PAID LIST**

					30-Sep-08
DATE:	CHECKS	PAYEE:	AMT	ACCT	TRANSACTION DESCRIPTION
9/4/2008	14811	CHASE	\$2,668.52	22021	08/08 SOC SEC
9/4/2008	14812	CLAYTON TWP	\$28.06	4920	SEWER-STA2 07/08
9/4/2008	14813	SCAFA	\$418.00	22024	ASSOC DUES
			\$42.00	22025	ASSOC PAGERS
9/4/2008	14814	FLUSHING LAWN & TRACTOR	\$232.75	4976	CHAIN SAW
9/4/2008	14815	FRIEND OF THE COURT	\$3.23	22026	FRIEND OF THE COURT
9/4/2008	14816	FRONT LINE	\$91.17	4741	SUCTION SCREEN/SUPPLIES
			\$7.95	4727	SHIPPING
9/4/2008	14817	ICMA	\$429.14	22023	DF COMP EE PORTION
		(INTERNTL CITY/COUNTY MGT ASSOC.)	\$204.25	4708	DF COMP ER PORTION
9/4/2008	14818	P&W PAGING	\$186.50	4978	PAGER/RADIO REPAIR
			\$12.75	4727	SHIPPING
9/4/2008	14819	PAYROLL	\$6,291.82	1002	PAYROLL-FF & STAFF
9/4/2008	14820	SAGE SOFTWARE	\$254.34	4988	PAYROLL TAX SOFTWARE
9/4/2008	14821	STATE OF MICHIGAN	\$394.07	22022	08/08 STATE TAX
9/4/2008	14822	SUBURBAN AUTO	\$56.15	4741	MISC EQUIP SUPPLIES
9/4/2008	14823	VALLEY PETROLEUM	\$269.65	4741	FUEL
9/4/2008	14824	VERIZON	\$272.46	4850	PHONE STA 1 & 2
9/15/2008	14825	CITY OF SWARTZ CREEK	\$5,636.49	3400	2007 FUND BALANCE REFUND
			\$380.12	4920	GAS/ELE STA 1 08/08
9/15/2008	14826	CLAYTON TWP	\$5,636.49	3400	2007 FUND BALANCE REFUND
9/15/2008	14827	CONSUMERS ENERGY	\$232.66	4920	GAS/ELE STA 2 08/08
9/15/2008	14828	GILL ROYS	\$11.42	4741	MISC EQUIP SUPPLIES
9/15/2008	14829	SCAFA	\$12.00	4850	CHIEFS PAGERS
9/15/2008	14830	VISA	\$145.04	4727	SHIPPING/OFFICE SUPPLIES
			\$53.67	4728	BUILDING SUPPLIES
			\$5.57	4960	DEVELOPING
			\$2,033.00	4976	PAGERS
9/22/2008	14831	DOUGLASS SAFETY	\$76.00	4976	FACE SHIELDS
			\$9.25	4727	SHIPPING
9/22/2008	14832	GENESEE CHARTER TWP	\$35.00	4960	NIMS 300 CLASS
9/22/2008	14833	ICMA	\$69.42	22023	DF COMP EE PORTION
9/22/2008	14834	PAYROLL	\$983.11	1002	PAYROLL-STAFF
9/22/2008	14835	RDJ SPECIALTIES	\$383.89	4960	FIRE PREVENTION SUPPLIES
9/22/2008	14836	WEST SHORE	\$1,513.28	4978	M/A AMKUS TOOLS
9/29/2008	14837	LOWES	\$119.00	4741	DEWALT DUAL PORT CHARGER
9/29/2008	14838	RDJ SPECIALTIES	\$195.00	4960	FIRE PREVENTION SUPPLIES
			\$7.03	4727	SHIPPING
9/29/2008	14839	VERIZON	\$272.48	4850	PHONE STA 1 & 2
			(\$2,668.52)	22021	07/08 SOC SEC
			(\$394.07)	22022	07/08 STATE TAX
			\$2,322.23	22021	08/08 SOC SEC PAYABLE
			\$331.25	22022	08/08 STATE TAX PAYABLE
			(\$5,636.49)	3400	2007 FUND BALANCE REFUND
			(\$5,636.49)	3400	2007 FUND BALANCE REFUND
		TOTAL	\$17,987.64		

VOID CHECKS:

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AS OF: October 13, 2008
TO: Swartz Creek Area Fireboard
RECORDED BY: Fire Chief Brent Cole
SUBJECT: Current Apparatus Readiness Status

Unit	Type	Assignment	Status
11	98 Pumper	Station 1	In service. Oct. 6: Unit taken to Scott Tire to have 10 year tire & rim inspection performed.
12	91 Pumper	Station 2	In service. Sept. 19: Contacted CSI for status on receipt of pump certification. Chuck advised they did not pump test the unit before releasing it. He advised he would send a crew to the fire station next week to test it, with a call ahead when the date and time are known. Sept. 29: Called CSI to find out reason pump test was not performed the week before. Left a message for Chuck.
16	91 Squad	Station 1	In service.
17	79 Grass Rig	Station 1	In service.
21	99 Pumper	Station 2	In service.
23	92 Tanker	Station 2	In service.
26	93 Squad	Station 2	In service.
27	79 Grass Rig	Station 2	In service.



Resolution No. 081013-8D 2009 FIRE BUDGET, APPROPRIATION

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek and the Township of Clayton provide fire services to its citizens through an agreement wherein the operating costs are equally shared and labor costs are proportionately assigned; and

WHEREAS, in an effort to improve efficiency and provide cost effective services to both entities, an evaluation was conducted that addresses capital investments and replacements, wages, equipment, staffing, response, supervision and a number of other related topics; and

WHEREAS, the Township of Clayton and the City of Swartz Creek have adopted the findings of Mr. Mark Nottley, of Rehmann Robson CPA, and have charged the Swartz Creek Area Fire Board with the implementation of the findings; and

WHEREAS, in addition to the evaluation, the Fire Agreement between the City and the Township needs to be negotiated and the concerns detailed within the evaluation need to be addressed; and

WHEREAS, the November General Election may produce changes within the governmental entities that make it feasible to wait until both entities have elected boards seated before proceeding.

NOW, THEREFORE, I Move that the City of Swartz Creek return the proposed 2009 Fire Department Budget back to the Swartz Creek Area Fire Board for additional review with the following stipulations:

1. That the 2009 Budget does not exceed the 2008 total budgeted amount of \$298,000.
2. That staffing levels on October 10, 2008 for all payroll personnel be declared and documented within the minutes of the Fire Board, and further, that a freeze be placed on all further hiring beyond the level as of October 10, 2008.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____



Swartz Creek Area Fire Department

Serving Clayton Twp. and Swartz Creek Since 1925
8100 B Civic Dr., Swartz Creek MI 48473-1376 • phone: 810-635-2300 • fax: 810-635-7461

August 19, 2008

Firefighter Corey Leisure
5374 Durwood Dr.
Swartz Creek MI 48473

Dear Corey:

It has come to my attention that you have not been fulfilling your minimum requirements as a firefighter with the Swartz Creek Area Fire Department (SCAFD). Your training percentage is currently at 40.3% out of a required 70%. Your run attendance percentage is currently at 11.11% out of a required 25%. Besides myself, other Officers have called and left messages on your cell phone, to determine your status, but you have not returned our calls.

Given that, and pursuant to the SCAFD By Laws, under the Requirement for Membership, subsection L, paragraph 2, please let this letter serve as a thirty (30) day notice to respond for failure to actively participate in the department. This notice expires on September 20, 2008.

If I don't hear from you before then, your lack of action will be interpreted as a voluntary resignation effective on September 20, 2008.

Sincerely,

Brent Cole
Fire Chief



Swartz Creek Area Fire Department

Serving Clayton Twp. and Swartz Creek Since 1925
8100 B Civic Dr., Swartz Creek MI 48473-1376 • phone: 810-635-2300 • fax: 810-635-7461

September 22, 2008

Mr. Corey Leisure
5374 Durwood Dr.
Swartz Creek MI 48473

Corey:

As of September 20, 2008, you have not replied to my August 19, 2008 letter giving you thirty (30) days to respond for failure to actively participate in the department, as pursuant to the SCAFD By Laws, under Requirement for Membership, subsection L, paragraph 2. Since you have chosen not to respond, you are being listed as voluntarily resigning from the SCAFD effective September 20, 2008.

Since you are still in possession of the issued pager, charger, key, SOG book and car windshield plate, these must be returned immediately. The return of these items is required by Thursday, October 2, 2008 by 4:00 PM, station 1. If the items listed are not returned by then, what ever actions I need to take to collect the items will begin.

Cordially,

Brent Cole
Fire Chief

5297 Seymour Rd.
Swartz Creek, MI 48473
(810)-955-7540
asmartin820@comcast.net

September 28th, 2008

Swartz Creek Area Fire Department
8100B Civic Dr.
Swartz Creek, MI 48473

To Whom It May Concern:

Please accept this letter as formal notification that I am leaving my position with Swartz Creek Area Fire Department on September 28th.

Thank you for the opportunities you have provided me during my time with the department. If I can be of any assistance during this transition, please let me know.

Sincerely,



Angela Martin



Scafdfireman013@yahoo.com

9/30/08

Todd Sherrill
Firefighter
Swartz Creek Area Fire Department
2300 B-Civic Dr.
Swartz Creek, MI, 48473



Dear Chief Cole:

I regret to inform you that I am resigning from my position as Firefighter for the Swartz Creek Area Fire Department. My last day of employment will be September 30th.

Thank you for the support and the opportunities that you have provided me during the last five years. I have thoroughly enjoyed my tenure with the Fire Department.

If I can be of any assistance during this transition, please let me know. I would be glad to help however I can.

Sincerely,

A handwritten signature in cursive script that reads "Todd W. Sherrill". The signature is written in black ink and is positioned above the typed name.

Todd W. Sherrill

Genesee County Bid

40 - 28" traffic cones @ \$16.25 ea.	\$650.00
8 - 48" traffic signs @ \$270.00 ea.	\$2,160.00
48 (2XL) - 5pt. Breakaway vests @ \$ 16.99ea.	\$815.52
2 (5XL) - 5pt. Breakaway vests @ \$ 18.99ea.	\$ 37.98
TOTAL	\$3,663.50 plus S&H

Chief Supply

40 - 28" traffic cones @ \$26.99ea.	\$1,079.60
8 - 48" traffic signs @ \$389.99ea.	\$3,119.92
50 - 5pt. Breakaway vests @ \$24.98ea.	\$1,249.00
TOTAL	\$5,448.52 plus S&H

GALLS Emergency Equipment

40 - 28" traffic cones @ \$29.99ea.	\$1,199.60
8 - 48" traffic signs @ \$399.97ea.	\$3,199.76
50 - 5pt. Breakaway vests @ \$29.99ea.	\$1499.50
TOTAL	\$5,898.39 plus S&H

Provided by Assistant Chief Eric Merriam

Priority One Emergency



12408 Stark Rd. Livonia, MI 48150
 TX: (734) 261-9121 FAX: (734) 261-9122
 www.priority1emergency.com

Quote

11092

9/23/2008 2:26PM
 Expires: 10/31/2008
 Station: 4

Account: 1687 Code: 1687
 W: 810 529-8304 F: 810 750-3557
 Terms: COD
 Manager

By:
 Page 1

Bill To:

Chief Bob Cairnduff
 Fenton Fire Department
 205 East Caroline
 Fenton, MI 48430

Ship To:

Chief Bob Cairnduff
 Fenton Fire Department
 205 East Caroline
 Fenton, MI 48430

SKU	Description	Quantity	Price	Total
SV3315MBA	Safety Vest Lime Mesh	275.0	10.99	3022.25
3007274	Traffic Emergency Ahead Sign	36.0	271.99	9791.54
3009615	Traffic Sign Case	36.0	21.99	791.54
3007415	28" Cone W/ Reflective Collars	175.0	13.99	2448.25

****PRICES QUOTED ARE BASED ON A ONE-TIME ORDER OF THESE QUANTITIES. IN ADDITION, THERE IS FREE FREIGHT BASED ON THE DOLLAR AMOUNT OF THIS QUOTE AS A WHOLE. SPLIT ORDERS MAY CONSTITUTE DIFFERENT PRICING AND/OR**

SubTotal: 16,053.78
Exempt: 0.00
TOTAL: 16,053.78

*****Attention ALL Net 30 accounts. Prices quoted are contingent on your agreement to pay invoices within 30 days.*****

City Of Fenton Fire Depart
810-780-5597
p.6
Fire Equipment Associates
P.O. Box 221
Flushing, Mi. 48433
Phone 810-659-2883 Fax 810-659-2226
E-Mail fireassociates@yahoo.com

BID QUOTATION

September 26, 2008

Genesee County Fire Chiefs
Attn: Chief Robert Cairnduff

Set of

6 - 3 lb Spring Cones w/tote.....	\$245.00 each	
6 - 5 lb Spring Cones w/tote	\$270.00 each	
5 - 3 lb Spring Cones w/tote.....	\$225.00 each	\$ 190. ⁰⁰
5 - 5 lb Spring Cones w/tote.....	\$242.00 each	\$ 211. ⁰⁰

9895 ANSI Class 2 Vests w/ Minnesota Style Trim, Polyester Mesh, Zipper front closure,
Adjustable sides only.....\$24.00 each
5 - Point Break-Away, sides, front, shoulders.....\$25.00 each
48 inch Signs, Pink, storage bag

All signs are interchangeable with hitch mount, no need to order extra signs. Just order extra mounts and sign can be used with either stand or mounts.

Sign w/no spring.....	\$345.00 each
Sign w/single spring.....	\$375.00 each
Optional Hitch Mount.....	\$50.00 each

All equipment meets applicable MUTCD, ANSI, FHWA, DOT, NFPA* Standards
(except non-5 point break-away vests)

ALL PRICES INCLUDE SHIPPING
Prices good until next price increase

Respectfully Submitted,

Kevin J. Sprygada

Unless Specified, Prices Do Not Include Shipping
Bid Good For Thirty Days

Douglass Safety Systems, L.L.C.

David W. Dorr

2655 North M-30 Suite #6 Sanford, MI. 48657

Phone 800.316.3255 ~ Fax 989.879.7405



"We want to earn your business"

Attention: Genesee County Fire Chiefs Asso.

Fenton City Fire Dept.
Fenton, MI. 48430

October 1, 2008

RE: Traffic Control Signage - Quote

Qty.	Desp.	Each	
36	MDI Compact Fixed Legend 48" Sign (7 to 10 day Delivery) > 48" Sign w/ "EMERGENCY SCENE AHEAD" > Traffic Master Sign Stand > Heavy Duty Storage Bag > Two Year Warranty	270.00	
35 Bags	MDI 28" Collapsible Cone - 5 Piece Set > LED Lighted > Anti-Skid Feet > Storage Bag	205.00	
175	MDI 28" Individual Collapsible Cone	33.00 each	
1 - 35	MDI Cone Storage Bag for above (holds 5 cones)	40.00	
175	MDI PVC 28" Cone > Standard Stackable Cone > Anti-Skid Feet > DOT Required Reflective Strips	16.25	
300	Lakeland 5 point Breakaway Vest (2 to 3 week Delivery) > ANSI Class 2 > Radio Pocket > Mic Loops (each upper chest area) > Solid or Mesh, Yellow in Color > All sizes included > Oversize arm and neck opening for wearing over turn-out gear	23.25	
300	MDI 5 point Breakaway Vest (7 to 10 day Delivery) > ANSI Class 2 > Radio Pocket > Mic Loops (each upper chest area) > Solid, Orange in Color > All sizes included > Title Panel on back w/ "FIRE DEPT" > Oversize arm and neck opening for wearing over turn-out gear	40.55	

** The above items include two training classes present by the Start Group on the proper use of traffic control devices. This will be provided for no charge to Genesee Co. Fire Dept members.

** Pricing valid for 60 days

** Prices quoted are FOB ship point unless otherwise noted

Doug -

Below is a quote for 300 D.O.T. Expandable Vests.

**V-DOT
ANSI Class 2 Expandable DOT Vest**

- S/M - \$14.99
- L/XL - \$14.99
- 2X/3X - \$16.99
- 4X/5X - \$18.99

Please let me know if you have any questions.

Sincerely,



Brett F. Kelley, Account Executive

Brett Kelley
 Transportation Safety Apparel
 866.304.7189
 brett@tsasafety.com

The Authority in Safety Apparel and Accessories



www.tsasafety.com

Brett Kelley
 Account Executive
 brett@tsasafety.com

148 Cardinal Road
 Milton Head, NC 29526
 Toll Free: (866) 304-7189
 Office: (843) 686-4046
 Fax: (843) 811-4044

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Genesee County Association of Fire Chief's

PO Box 231 Genesee, Michigan 48437-0231

President, Chief Dave Upthegrove
Vice President, Chief Bill Harvey
Trustee, Asst. Chief Eric Merriam
Immediate Past President, Batt. Chief Kevin Bloss
Trustee, Chief Bob Cairnduff

10/2/08

All Genesee County Fire Departments,



The Genesee County Association of Fire Chiefs established a committee to research traffic safety equipment, find the best prices possible, and to bring back a recommendation to the membership.

We have met with and talked to numerous vendors, and have negotiated bulk pricing on the basis that the fire departments from Genesee County would purchase from a sole source for this equipment. It is very important that we purchase from the recommended vendors, as this is how we were able to negotiate these reduced prices.

This is a great step forward for the fire departments in this County. It only makes sense for us to work together, and to purchase similar equipment. We are all well aware of the budget situations, and this is a great way to save money on equipment that we all need to purchase.

We have multiple quotes for all of you to use if you need them for your purchasing process. Please Contact Bob for the quotes, and I will fax them to you. If you would like to see the vest we are recommending, or to use it for sizing, please call Doug. We will have the vest at the next Chiefs meeting, but if you want to purchase before then please feel free to call the vendors and order. Just mention the "Genesee County" quote when ordering.

Please feel free to call with any questions.

Bob Cairnduff- 810-629-9595

Doug Halstead- 810-742-2158

Member Departments

Argentine Township; Atlas Township; Bishop Airport CFR; Burton City; Clio Area Fire Authority; Davison/Richfield Fire Authority; Fenton City; Fenton Township; Forest Township; Flint City; Flint Township; Flushing City; Gaines Township; Genesee Township; Grand Blanc City; Groveland Township; Linden City; Montrose Township; Mt. Morris City; Mt. Morris Township; Mundy Township; Swartz Creek Area Fire Authority; Venice Township

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Genesee County Association of Fire Chief's

PO Box 231 Genesee, Michigan 48437-0231

President, Chief Dave Upthegrove
Vice President, Chief Bill Harvey
Trustee, Asst. Chief Eric Merriam
Immediate Past President, Batt. Chief Kevin Bloss
Trustee, Chief Bob Cairnduff

The following vendors are the ones the committee is recommending. This is based on price, quality, and delivery time.

Safety Vests-

TSA (Transportation Safety Apparel)
(866) 304-7189 ask for Brett Kelley

The vest has breakaways, expandable sides, and is ANSI class 2 compliant. It also has pockets, and mic loops. These vests are in stock, and will ship the day after you order.

S/M - \$14.99
L/XL - \$14.99
2X/3X - \$16.99
4X/5X - \$18.99

Signs and Cones-

Douglas Safety Systems
(810) 441-2503 Dave Dorr

Signs-

The sign is a MDI 48" "Emergency Scene Ahead" sign with a traffic master sign stand. It comes with a storage bag, and a two year warranty. 7-10 day delivery.

\$270 Each

There are two options for cones:

Standard MDI PVC 28" cone. Stackable, anti-skid feet, and DOT required reflective stripes.

\$16.25 Each

MDI 28" collapsible cone. LED lighted (only way to meet standard), anti skid feet, and comes with a bag to store all five. 7-10 day delivery.

\$205 for a set of five



Member Departments

Argentine Township; Atlas Township; Bishop Airport CFR; Burton City; Clio Area Fire Authority; Davison/Richfield Fire Authority; Fenton City; Fenton Township; Forest Township; Flint City; Flint Township; Flushing City; Gaines Township; Genesee Township; Grand Blanc City; Groveland Township; Linden City; Montrose Township; Mt. Morris City; Mt. Morris Township; Mundy Township; Swartz Creek Area Fire Authority; Venice Township

Lt. Richard Tesner

October 20, 2008

Swartz Creek Area Fire Department

8100-B Civic Drive

Swartz Creek, MI 48473-1590

Department phone: (810) 635-2300

Personal phone: (810) 240-7511

TO:

Allie Brothers' Uniform
20295 Middlebelt
Livonia, MI 48152

Nye Uniform
1030 Scribner NW
Grand Rapids, MI 49504

Welch Uniform
10240 Hegel Road
P.O. Box 649
Goodrich, MI 48438

Telephone: 248-477-4434

Toll Free: 1-800-352-5543

Fax: 248-477-1416

Email: barb@alliebros.com

Phone: 616-459-5065 or

800-748-0007

Fax: 616-459-4364

E-mail: contact@nyeuniform.com

Phone: (810) 636-3911

Fax: (810) 636-4000

Dear Vendor:

In compliance with the Swartz Creek Area Fire Department (SCAFD) policy #120, we would like to invite your organization to submit a bid proposal for the possible purchase of fire department uniforms. Your "sealed bid" proposal will be received and reviewed by the distinguished members of the Swartz Creek Area Fire Board at the next available Fire Board meeting. Should the Fire Board accept your proposal, a representative from the fire department will contact you to schedule fittings for those applicable firefighters.

BID CRITERIA


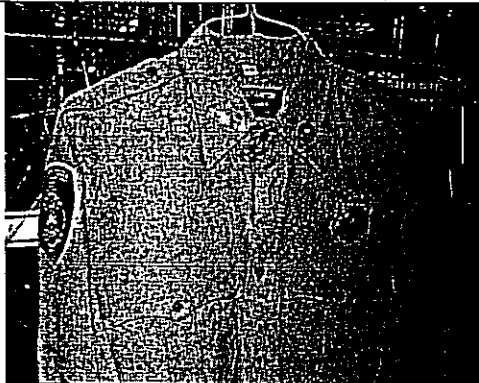
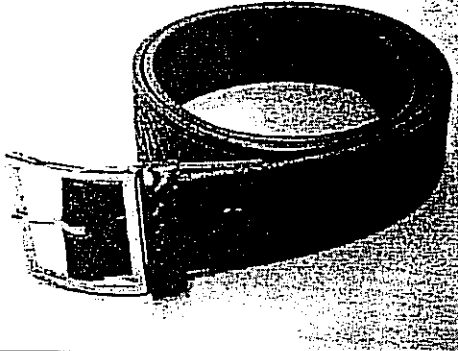
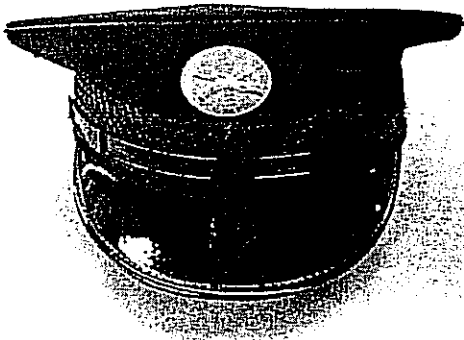
Please provide prices for the following products and services. We have provided brand names, when applicable, of products that are currently being used by our department. Please indicate, in your proposal, if you can provide these brand names or if you can provide a product that is similar in color and style. It should be noted that one of our goals for this proposal is to maintain a uniform or consistent look throughout our department.

PRODUCT DESCRIPTIONS

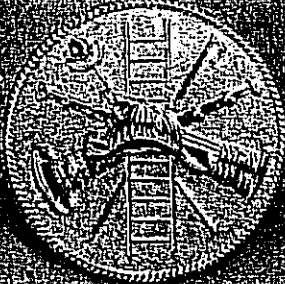
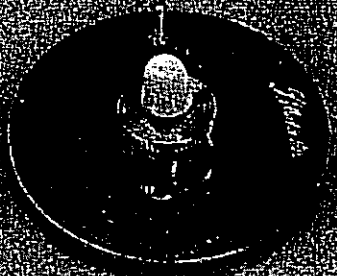

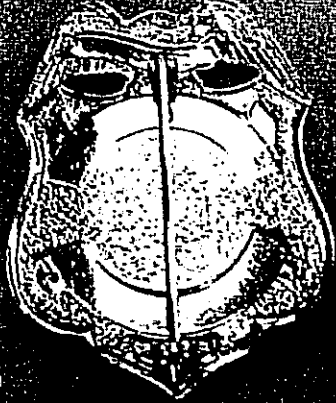
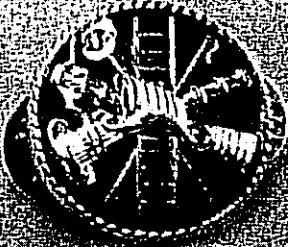

- Class "A" double-breasted uniform jacket (quantity: 6)
 - Currently using Flying Cross
 - Navy blue
 - w/ Silver "FD" buttons
- Uniform pants (quantity: 6)
 - Currently using Flying Cross
 - Navy blue
- Short sleeve uniform shirt (quantity: 6)
 - Currently using Southeastern Code 3
 - Light blue or white
- Long sleeve uniform shirt (quantity: 6)
 - Currently using Southeastern Code 3
 - Light blue or white
- Belt: black, basket weave w/ silver buckle (quantity: 6)
- Garrison cap-navy blue (quantity: 5)
 - Currently using Hankin Bros.
 - Silver "FD" chin strap buttons
 - Black plastic chin strap

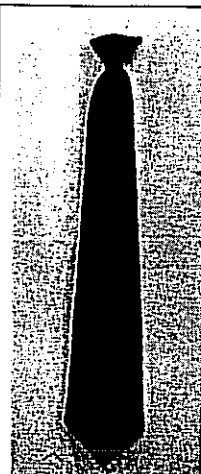
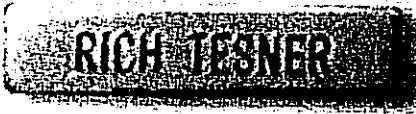


APPENDIX A

Please refer to the following examples as guidelines for matching uniform components and accessories.

<p>Class "A" double-breasted uniform jacket <i>(Jacket shown with silver stripes on sleeves. Firefighter jackets will NOT have these stripes, unless specifically requested.)</i></p>	
<p>Uniform shirt <i>(Shown with accessories)</i></p>	
<p>Belt: black, basket weave w/ silver buckle</p>	
<p>Garrison cap <i>(Shown with cap badge)</i></p>	

23

Cap Badge		
Badge		
Collar brass-fire scramble		
Collar insignia		

<p>Men's clip-on tie</p>	
<p>Nameplate</p>	
<p>Cost for sewing arm patches</p>	
<p>Cost for sewing one silver 1/2" stripe to each sleeve of a class "A" uniform jacket</p>	

SWARTZ CREEK AREA FIRE DEPARTMENT
 810 B CIVIC DRIVE
 SWARTZ CREEK, MI 48473

INVOICE

Invoice Number: 2008-025
 Invoice Date: Oct 15, 2008
 Page: 1
 Duplicate

Phone: 810/635-2300
 Fax: 810/635-7481

LAYTON TOWNSHIP
 311 MORRISH ROAD
 SWARTZ CREEK, MI 48473

Customer: CLAY01 Due at end of Month

Invoice ID: 10/31/08

Qty	Description	Unit Price	Amount
187.75	FIRE02 FIRE SERVICE 09/08	11.99	2,245.14

Subtotal	2,245.14
Sales Tax	
Total Invoice Amount	2,245.14
Payment/Credit Applied	
TOTAL DUE	2,245.14

Check/Credit Memo No:

SWARTZ CREEK AREA FIRE DEPARTMENT
 810 B CIVIC DRIVE
 SWARTZ CREEK, MI 48473

INVOICE

Invoice Number: 2008-024
 Invoice Date: Oct 15, 2008
 Page: 1
 Duplicate

Phone: 810/635-2300
 Fax: 810/635-7481

CITY OF SWARTZ CREEK
 8083 CIVIC DRIVE
 SWARTZ CREEK, MI 48473

Customer: CITY01 Due at end of Month

Invoice ID: 10/31/08

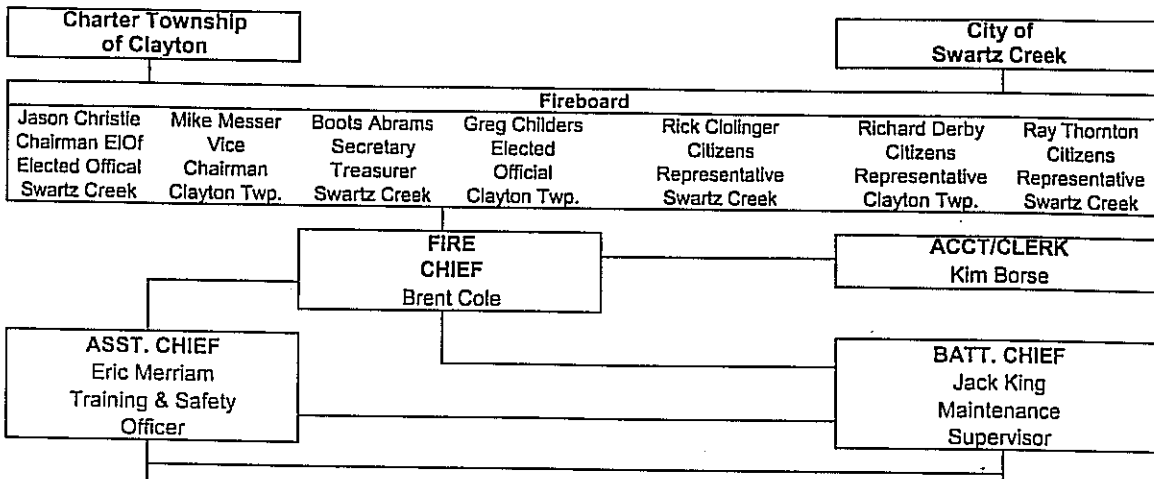
Qty	Description	Unit Price	Amount
301.75	FIRE02 FIRE SERVICE 09/08	11.99	3,623.24

Subtotal	3,623.24
Sales Tax	
Total Invoice Amount	3,623.24
Payment/Credit Applied	
TOTAL DUE	3,623.24

Check/Credit Memo No:

Swartz Creek Area Fire Department

Organization Chart



STATION 1				STATION 2			
Capt. Steve Tabit - Quarter Master & Coordinator				Capt. Dave Plumb - Asst. Qtrmstr, Coordinator, Run % Monitor			
Lt. Mike Treiger - Fire Prevention & Station 1 Assignments				Lt. Dave Jones - Vehicle Inspections & Station 2 Assignments			
Lt. Brendt Cole - Medical & Rehab Supplies				Lt. Rich Tesner - Uniforms			
Leave Expires	Dir. Res. Start	Off Prob.		Leave Expires	Dir. Res. Start	Off Prob.	
			FF Rod Armstrong				FF Greg Baker
		06/16/09	FF James Bowers			06/16/09	FF James Barr II
		06/16/09	FF Rick Castano		06/11/01		FF Robert Brandt
			FF Tiffany Forbes		07/16/07		FF Jarrad Brooks
		06/16/09	FF Jerrud Howard				FF Ann Christofferson
			FF Jeffery Jarrad		01/18/05		FF Anthony Davis
			FF Jeffrey Kelley		05/31/01		FF Lori McKerracher
			FF Todd Kimbrue				FF Tim McKnight
			FF Scott Martin				FF Karen Merriam
			FF Walter Melen				FF Mark Merriam
			FF Brian Scott				FF Bill Samida
			FF Brian Sipes				FF Steve Webster
			FF Ryan Spillane				FF Joe Yambrick
	04/15/04		FF Kevin VanArsdale				
		11/01/08	<i>FF Brian VanWormer(s)</i>				
		04/21/09	FF Bryan Wistuba				
			FS Joe Edgerton				
	Unknown		FS Bob Plumb				
			RO Valerie Dow				
			RO Rebecca Tabit				
		2	On personal leave/Medical=			0	On personal leave/Medical=
		0	Suspended=			0	Suspended=
		10	Non-Probationary Total =			8	Non- Probationary =
		5	Probationary Total =			5	Probationary =
		17	Firefighter Subtotal =			13	Firefighter Subtotal =
		2	Radio Operators =			0	Radio Operators =
		1	Support =			0	Support =
		20	Station Personnel Total =			13	Station Personnel Total =

(1) probation to be extended due to medical leave

Total Officers =	9
Total Firefighters=	30
Support	1
Radio Operators =	2
Total active =	42

Name in italics = probationary status

Font = Suspension

Font = Leave of absence or sick leave

Firefighters with run direct status= 14 (9 Officers & 5 Firefighters)

Updated: 10/2/2008

Officers =	9
Active non-probationary =	18
Active probationary =	10
Active Radio Operators =	2
Support	1
Suspended=	0
Medical or extended leave =	2
Total dept. force =	42

2

City of Swartz Creek

Department of Police

Chief Rick C. Clolinger

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: (810)-635-4401

Fax: (810)-635-3728

September 29, 2008

Chief Brent Cole
Swartz Creek Area Fire Department
8100-B Civic Drive
Swartz Creek, MI 48473



Dear Brent,

Please convey my thanks and appreciation to the members of your Department that responded to the structure fire at the Pines of Swartz Creek Assisted Living facility on Thursday, September 25, 2008. The residents, many of whom were weak and unable to walk without assistance, were cared for and reassured by the multitude of emergency personnel at the scene, while your personnel attended to the most immediate issue of extinguishing the fire. By everyone's account, the entire incident was handled extremely orderly and without incident.

A situation that could have developed into a major critical incident, fortunately, did not. None the less, the incident did provide an opportunity to evaluate the ability of local jurisdictions and agencies to respond and work in a cooperative effort to bring the incident to a successful and safe conclusion.

Once again, please convey my appreciation to those firefighters who responded to this incident, for a job well done.

Sincerely,


Rick Clolinger
Chief of Police

Thank you
FRANK PINE'S



Activity
Director

People never have little
realizing just how
important you
department is
until you are
needed. We
are so
grateful for
your quick
response and
help Thursday
night at the
Pines. Our sincere
Thanks to all who
helped.
Brendan (cook)

Sheila
Landon
Aaron
Brandi (activity - staff member)
Amber
Sharon

R. Fried
Jim Chester
Lor
many
Janora



Russ
Mable
John
Marilyn

Maryann

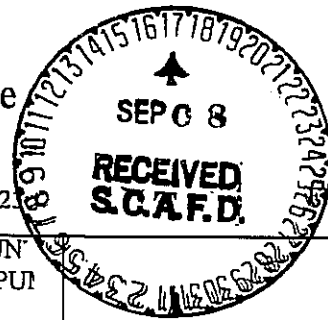
Your thoughtfulness
means so very much

Frankie
John
Olga
Maurice
Phil
Estimellen

Precision Fleet Image

3429 Wolf Road
Saginaw, MI 48601

(989) 754-4434 Fax: (989) 752-3221



RO #008761

Date: 9/16/2008
Time: 12:36:34PM

Final Bill Page 1 of 4

SWARTZ CREEK FIRE 8100 B CIVIC CR. SWARTZ CREEK, MI 48473 Home: (810) 635-2300 Work: Est.: Scheduled: Arrival:	Make: 1991 CHASSIS MOUN Model: #80 PIERCE LANCE PUT Style: License: Color: RED VIN: 4P1CT02D7MA000606 Miles In: 24,904 Miles Out: Hat No.: Unit No.:	Adjuster: MELISSA REITTER Ins. Co. Phone Claim #: Date of Loss: Source:
---	--	---

*** ***

Line	Line Items	Price	Labor	Paint	Other
C 1	R&I LH LOW FRONT DOOR FT.	S1	2.0 B		
C 2	R&I LH LOW FRONT DOOR RR.	S1	2.0 B		
C 3	R&I LH REAR BACK DOOR		2.0 B		
C 4	Repl LH REAR BACK DOOR	1,294.25 O	2.0 B		
C 5	Replace LH REAR DOOR STRIKER	S1 13.33 D			
C 6	Replace LH AIR TANK DOOR	S1 67.27 D	0.6 B		
C 7	R&I CENTER AIR TANK DOOR		0.6 B		
C 8	Repl LH REAR AIR TANK DOOR	S1 67.27 O	0.6 B		
C 9	Repl LH RUB RAIL	S1 89.80 O	2.0 B		
C 10	Repl LH REAR DRIP RAIL	S1 45.51 O	0.5 B		
C 11	Repr LH BODY SIDE PANEL		10.0 B	20.0 R	
C 12	Repl LH REAR WHEEL CROWN	S1 312.68 O	2.0 B		
C 13	Replace CROWN GASKET	S1 50.40 D			
C 14	Repl LH REAR DIAMOND PLATE RAIL		2.0 B		
C 15	R&I LH REAR CORNER COMPT. DOOR		1.0 B		
C 16	Replace LH REAR STAINLESS DOOR	S1 167.73 D			
C 17	R&I LH ELECTRIC PLUG COVER		0.5 B		
C 18	R&I LH REAR DRIP RAIL		0.5 B		
C 19	Replace LH REAR SIGNAL LAMPS / NA	S1 52.05 D	0.5 B		
C 20	Replace RH REAR SIGNAL LAMPS / NA	S1 52.05 D	1.0 B		
C 21	Repair REFAB LH TAIL LAMP PANEL	S1	2.5 B		
C 22	Repair REFAB RH TAIL LAMP PANEL	S1	2.5 B		
C 23	Replace LH & RH STOP LAMP ASSY.S	S1 614.82 D			
C 24	Replace LH & RH WHELEN LAMP ASSY.S	S1 243.45 D			
C 25	Replace LH & RH AMBER REAR LIGHTS	S1 584.45 D			
C 26	Replace LH TAIL LAMP BEZEL	S1 361.54 D			
C 27	Replace RH TAIL LAMP BEZEL	S1 361.53 D			
C 28	Repl LH REAR CORNER PANEL		7.0 B	4.0 R	
C 29	Repl LH REAR FIN PANEL	S1 480.28 O	6.0 B	4.0 R	
C 30	Replace STAINLESS INSIDE UPPER TRIM	S1 299.04 D			
C 31	Repl LH REAR GRAB HANDLE	S1 179.12 O	0.5 B		
C 32	Repl REAR DIAMOND PLATE BACKBOARD	488.25 O	6.0 B		
C 33	Repr REAR BODY PANEL		5.0 B	4.0 R	

I hereby authorize the above repair work to be done along with necessary materials. You and your employees may operate vehicle for purposes of testing, inspection or delivery at my own risk. An express mechanic's lien is acknowledged on vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control.

SIGNED X _____ DATE _____

30

Precision Fleet Image

RO #008761

Date: 9/16/2008
Time: 12:36:34PM

3429 Wolf Road
Saginaw, MI 48601
(989) 754-4434 Fax: (989) 752-3223

Final Bill Page 2 of 4

SWARTZ CREEK FIRE 8100 B CIVIC CR. SWARTZ CREEK, MI 48473 Home: (810) 635-2300 Work: Est.: Scheduled: Arrival:	Make: 1991 CHASSIS MOUN' Model: #80 PIERCE LANCE PUT Style: License: Color: RED VIN: 4P1CT02D7MA000606 Miles In: 24,904 Miles Out: Hat No.: Unit No.:	Adjuster: MELISSA REITTER Ins. Co. Phone Claim #: Date of Loss: Source:
---	---	---

Line	Line Items	Price	Labor	Paint	Other
C 34	Repair LH INNER COMPT. SEAMS	S1			
C 35	Replace RE-ZOLATONE COATING INNER COMPT.	S1	1.0 B	1.5 R	
C 36	Paint Materials ZOLATONE	S1			55.00 P
C 37	Repl LH REAR DIAMOND PLATE DOOR	S1	188.70 O		
C 38	R&I RH REAR DIAMOND PLATE DOOR		2.0 B		
C 39	Repl LH REAR DIAMOND PLATE ANGLE STEP	S1	138.00 O		
C 40	Repl LH REAR DECK LAMP		2.0 B		
C 41	Repl REAR DIAMOND PLATE DECK BOARD	S1	32.57 O		
C 42	Repl REAR SUBSTRUCTURE FOR DECKBOARD	S1	570.90 O		
C 43	Replace LH MUD FLAP	S1	4.0 B		
C 44	Replace SUBSTRUCTURE MATERIALS	S1	0.8 B		
C 45	Repr REMOVE OLD STRIPES				
C 46	Repl NEW LH REFLECTIVE STRIPES		3.0 B		
C 47	Repr ALIGN REAR BOX	S1	200.00 O		
C 48	Repr PULL REAR FRAME AS NEC.		5.0 B		
C 49	Refin CLEAR COAT AS NEC.		12.0 B		
C 50	Paint Materials Repl PAINT & MATERIALS	S1	10.0 F	8.0 R	
C 51	Repair Sublet SHIPPING ON PARTS	S1			763.50 P
C 52	Repl TAX ERROR ON INITIAL ESTIMATE	S1			290.04 L
C 53	Repair RH UPPER REAR PANEL #9	S1			
C 54	R&I RH REAR COMPT. DOOR	S1	1.5 B	2.5 R	
C 55	R&I RH AIR TANK DOORS FOR REPAIRS	S1	1.8 B		
C 56	R&I RH LOWER DIAMOND PLATE TRIM	S1	1.0 B		
C 57	Remove OLD RH STRIPES AS NEC.	S1	1.5 B		
C 58	Replace RH REFLECTIVE STRIPING AS NEC.	S1	2.0 B		
C 59	Repair RH SIDE PANELS IMPACT STRESS DAMAGE	S1	150.00 D	3.0 B	
			9.0 B	12.0 R	
C 60	Refinish CLEAR COAT RH PANELS AS NEC.	S1			
C 61	Paint Materials RH SIDE PAINT & MATERIALS	S1		5.0 R	
C 62	Repair TRANSPORT UNIT TO CSI/GRAYLING & BACK	S1	8.0 B		456.00 P
C 63	Replace FUEL FOR GRAYLING TRANSPORT	S1	150.00 D		

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SIGNED X _____ DATE _____

31

Precision Fleet Image

RO #008761

Date: 9/16/2008
Time: 12:36:34PM

3429 Wolf Road
Saginaw, MI 48601
(989) 754-4434 Fax: (989) 752-3223

Final Bill Page 3 of 4

SWARTZ CREEK FIRE 8100 B CIVIC CR. SWARTZ CREEK, MI 48473 Home: (810) 635-2300 Work: Est.: Scheduled: Arrival:	Make: 1991 CHASSIS MOUN Model: #80 PIERCE LANCE PUI Style: License: Color: RED VIN: 4P1CT02D7MA000606 Miles In: 24,904 Miles Out: Hat No.: Unit No.:	Adjuster: MELISSA REITTER Ins. Co. Phone Claim #: Date of Loss: Source:
---	--	---

Line	Line Items	Price	Labor	Paint	Other
C 64	Repair Sublet PUMP DAMAGE REPAIRS / CSI	S1			5,270.00 L
C 65	Replace SUBLET REPAIR PARTS / CSI	S1	5,404.72 D		
C 66	Repair Sublet ALIGN SUSPENSION - MISALIGNED	S1			218.90 L
C 67	Sublet Labor LH REAR SPRING ASSY.	S1			440.00 L
C 68	Sublet Labor R&I & REPAIR RH REAR SPRING	S1			440.00 L
C 69	Sublet Labor LOOSEN & ADJ. FRONT STEER AXLE	S1			187.00 L
C 70	Sublet Labor INSTALL LH REAR SPRING SPACER	S1			280.50 L
C 71	Replace LH REAR SPRING PINS	S1	63.60 D		
C 72	Replace LH REAR SPRING	S1	1,550.00 D		
C 73	Replace LH REAR AXLE U-BOLT KIT	S1	83.64 D		
C 74	Replace 4 NUTS & WASHERS	S1	12.72 D		
C 75	Replace 2 GREASE FITTINGS	S1	3.02 D		
C 76	Replace 3 RH SPRING PINS	S1	99.63 D		
C 77	Replace 3 PIN BUSHINGS	S1	66.66 D		
C 78	Replace CB1 20120 NUT	S1	11.90 D		
C 79	Replace RH SPRING U BOLTS	S1	83.64 D		
C 80	Replace U BOLT NUTS & WASHERS	S1	12.32 D		
C 81	Replace SUBLET SHOP SUPPLIES	S1	71.20 D		

I hereby authorize the above repair work to be done along with necessary materials You and your employees may operate vehicle for purposes of testing, inspection or delivery at my own risk An express mechanic's lien is acknowledged on vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire theft, accident or any other cause beyond your control

SIGNED X _____ DATE _____

37

Precision Fleet Image

Date: 9/16/2008
Time: 12:36:34PM

3429 Wolf Road
Saginaw, MI 48601
(989) 754-4434 Fax: (989) 752-3223

RO #008761

Final Bill Page 4 of 4

SWARTZ CREEK FIRE 8100 B CIVIC CR. SWARTZ CREEK, MI 48473 Home: (810) 635-2300 Work: Est.: Scheduled: Arrival:	Make: 1991 CHASSIS MOUN' Model: #80 PIERCE LANCE PU' Style: License: Color: RED VIN: 4P1CT02D7MA000606 Miles In: 24,904 Miles Out: Hat No.: Unit No.:	Adjuster: MELISSA REITTER Ins. Co. Phone Claim #: Date of Loss: Source:
---	---	---

	Totals	Original \$	Suppl. \$	Final \$
Parts, Domestic (D)		0.00	10,909.56	10,909.56
Parts, Other (O)		4,644.58	-518.33	4,126.25
Parts Total		4,644.58	10,391.23	15,035.81
Labor, Body (B)	124.4 @ \$70.00	6,286.00	2,422.00	8,708.00
Labor, Frame (F)	10.0 @ \$85.00	850.00	0.00	850.00
Labor, Refinish (R)	61.0 @ \$70.00	2,800.00	1,470.00	4,270.00
Labor Total		9,936.00	3,892.00	13,828.00
Materials, Paint (P)	61.0 @ \$0.00+1274.50	0.00	1,274.50	1,274.50
Sublet Labor (L)		0.00	7,126.44	7,126.44
Other Total		0.00	8,400.94	8,400.94
Subtotal		14,580.58	22,684.17	37,264.75
Total		14,580.58	22,684.17	37,264.75
Insurance Total			-5,241.59	0.00
Customer Due		9,338.99	27,925.76	37,264.75

I hereby authorize the above repair work to be done along with necessary materials. You and your employees may operate vehicle for purposes of testing, inspection or delivery at my own risk. An express mechanic's lien is acknowledged on vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control.

SIGNED X _____ DATE _____

33

Residential Fire Safety Institute

2007 Life Safety Achievement Award

This award is hereby bestowed upon the

Swartz Creek Area Fire Department

*in recognition of its work to keep its community free of deaths from fire in the year 2007.
Awarded this 1st day of October 2008.*

Alan R. Shuman

Alan R. Shuman, President
National Association of State Fire Marshals

Dan F. Agnew

Dan F. Agnew, President & CEO
Grinnell Mutual Reinsurance Co.

Roy L. Marshall

Roy L. Marshall
Director, Residential Fire Safety Institute

The Residential Fire Safety Institute (RFSI) is a public interest group dedicated to reducing residential fire deaths and injuries through the advocacy of fire sprinklers, smoke alarms, carbon monoxide detectors and teaching fire-safe behavior.
The year 2007 Life Safety Achievement award was made possible by a grant from the Grinnell Mutual Reinsurance Company, Grinnell, IA.

GRINNELL MUTUAL



City Offices

M-F 8am-4:30pm
810.635.4464
810.635.2887 fax

Police Department

Emergency 911
M-F 8am-5pm
810.635.4401
810.635.3728 fax

Public Services Department

M-F 8am-4:30pm
810.635.4464

Date: October 22, 2008

To: Planning Commissioners
From: Adam Zettel, AICP
RE: November 4, 2008 Planning Commission Meeting


Hello everyone,

I know this is getting old, but we will **NOT** be meeting on Tuesday, November 4, 2008 due to a lack of agenda items. I will also be out of town for the regular November meeting. It is possible that there will be at least one business item lined up for December to discuss the expansion of a non-conforming use for Wood's Collision. Larry Woods is going before the Zoning Board of Appeals to get a variance for a reduced setback and a use variance to expand a bump shop in the central business district. If this is successful, the applicant shall also have to go through some form of site plan review (probably full site plan review).

Concerning the amendments to the Zoning Appendix A, it appears the day of the Planning Commissions Public Hearing/Workshop on any proposed changes will be moved to January. As such, plan on making an appearance for that important meeting. Again, it would not hurt if you were to peruse the current zoning appendix for errors, omissions, inconsistencies, additions, or other changes that may be prudent. No matter how much scrutiny that document gets, it seems a few issues usually arise after a year or so of use.

That's if for now. Also, see the attached the minutes from the October 13, 2008 City Council meetings. If you have any questions or comments, I am available at City Hall at (810) 635-4464.

Sincerely,



Adam Zettel, AICP
Zoning Administrator
(810)-635-4464





City of
Swartz
Creek

City Offices

M-F 8am-4:30pm
810.635.4464
810.635.2887 fax

Police Department

Emergency 911
M-F 8am-5pm
810.635.4401
810.635.3728 fax

Public Services Department

M-F 8am-4:30pm
810.635.4464

Date: October 22, 2008

To: DDA Board Members
From: Adam Zettel, AICP
RE: November 13, 2008 DDA Board Meeting

Hello everyone,

There will **NOT** be a DDA meeting this coming Thursday, November 13, 2008. There does not appear to be any business to discuss, and I will be out of town for that week. As such, let's plan on meeting on December 11th.

I have investigated some bond counsel options and have learned a few things. It appears the DDA would have the option borrowing from city funds if a formal loan and payment schedule was set up, or the DDA could pull its own bond with as little as 90 days notice. Either way, this gives the Board some options if it chooses to front some costs for improvements.

I am also attempting to track down the sign company that installed the parking lot sign at Miller and Morrish Roads. I finally found out who the company is, but I am having trouble getting assistance. When I do get to speak to someone, I will see if there is a warranty. If not, either the City or the DDA will likely have to contribute towards the repair costs. I think this should be a project the DDA could and should handle.

That's all for now. I have attached the October 13, 2008 City Council minutes for your reading enjoyment. Enjoy the fall season before it turns white! If you would like to get a hold of me, I am available at City Hall at (810) 635-4464.

Sincerely,

Adam Zettel, AICP
Assistant City Manager
(810)-635-4464
azettel@cityofswartzcreek.org



LAW OFFICES
OF
SIMEN, FIGURA & PARKER, P.L.C.

SANDER H. SIMEN, P.C.
RICHARD J. FIGURA, P.C.
PATRIC PARKER, P.C.

GATEWAY FINANCIAL CENTRE, SUITE 200
5206 GATEWAY CENTRE
FLINT, MICHIGAN 48507

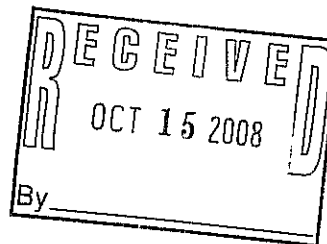
TRAVERSE CITY AREA OFFICE

11470 S. LEELANAU HWY.
SUITE 105 - P.O. BOX 447
EMPIRE, MI 49630
Telephone (231) 326-2072
Facsimile (231) 326-2074

STEPHEN W. WALTON
PETER T. MOONEY**
MICHAEL J. GILDNER
KARI E. BURBA
COLIN M. LINSSENMAN
WILLIAM E. DELZER

TELEPHONE (810) 235-9000 / FACSIMILE (810) 235-9010

EMAIL: pparker@sfpplaw.com



of counsel:

ALLAN L. PARKER
ROBERT H. BANCROFT, P.C.
JOHN R. MOYNIHAN, P.L.C.

**L.L.M. in Taxation

October 2, 2008

City of Swartz Creek
Attn: Paul Bueche, City Manager
8083 Civic Drive
Swartz Creek, MI 48473

Re: Genesee District Library Lease and Service Agreement
Branch Location: Perkins Library, 8095 Civic Drive, Swartz Creek, MI 48473

Dear Mr. Bueche:

Please allow this letter to act as my introduction. I am the Corporation Counsel for Genesee District Library ("GDL"). As you know, GDL had in effect a "Lease and Service Agreement" for your branch library location which expired on December 31, 2007. As part of the renewal process, the GDL Board decided to assess the physical condition of its branches, with specific regard to the compliance with the Americans with Disabilities Act. The Board engaged THA Architects Engineers to inspect all branches, and THA delivered their report dated June 16. The commission of this investigation has resulted in the delay in proposing the new Agreement, and I apologize for this passage of time.

Enclosed you will find two items:

First, the proposed Lease and Service Agreement for the term of January 1, 2008 through December 31, 2017. Like our previous agreements, this one coincides with the term of our millage, which was renewed for ten years at an election in 2007. This form has been approved by our Board of Trustees.

Second, the portion of the THA report regarding your branch location. After you have had the opportunity to review these materials, we would like to meet with the appropriate persons to discuss any remedial measures necessary for your branch.

I need for you to provide me with a legal description for your library so that the description can be attached as an exhibit to the lease.

Please do not hesitate to call with any questions. I look forward to discussing this matter at your earliest convenience.

Sincerely,

SIMEN, FIGURA & PARKER, P.L.C.

Patric A. Parker, Esq.

LEASE AND SERVICE AGREEMENT

This Lease and Service Agreement ("Agreement") is entered into to be effective as of this the first day of January, 2008, by and between the GENESEE DISTRICT LIBRARY, a Michigan District Library created under MCL 397.171 et seq., of G-4195 West Pasadena Avenue, Flint, Michigan (the "Library"), and the CITY OF SWARTZ CREEK, a Michigan municipal corporation of 8083 Civic Drive, Swartz Creek, MI 48473 (the "Landlord").

The following is a recital of certain facts which underlie this Agreement:

A. Genesee District Library ("GDL") was created in 1979 pursuant to 1955 PA 164 as amended (the "1955 Act") by the adoption by the Genesee County Board of Commissioners ("County") and the Township of Grand Blanc ("Township") of a proposal to unite for the establishment and operation of a District Library, effective August 7, 1979 (the "Mandate"). The Mandate was approved by the voters of both Genesee County and the Township in 1979, pursuant to Section 2 (2) of the 1955 Act.

B. In July of 1997, a First Amended and Restated District Library Organizational Plan and Agreement ("Restated Plan") was adopted by the County and the Township, and approved by the State Library of Michigan;

C. The Restated Plan provided in part as follows:

3. (d). Powers. The Board shall have such powers as are granted to district library boards by or pursuant to the Act, except that the Board shall have no authority to maintain any building other than Headquarters (as defined below); provided, however, that this restriction shall not restrict GDL from operating other branch libraries in the District, with the physical buildings therefore being maintained by another entity, as is the practice of GDL as of the effective date of this Agreement. Any other limitations upon the powers of the Board, provided for in this Agreement and consistent with the Act, also shall be effective.

(G-4195 West Pasadena Ave., Flint)

D. The Landlord previously requested that the Library establish a branch library at a location mutually acceptable to the Library and the Landlord for the furnishing of "Library Services" as defined below to patrons in the geographical location of the Landlord.

E. The Landlord is the owner in fee of the "Premises" defined in Paragraph 3. below; and

F. The Landlord and the Library entered into a "Lease and Service Agreement" dated January 1, 1998 (the "Previous Lease") which expired on December 31, 2007.

G. In order to continue this branch library, it is necessary for the Landlord to agree to provide facilities and certain services on an ongoing basis to the Library in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. **Relationship of the Parties.** With regard to the "Premises" defined in paragraph 3 below, the relationship of the Library and the Landlord shall be that of landlord and tenant, with the Landlord being the landlord and the Library being the tenant. The parties shall not, by virtue of this Agreement, be deemed to have any relationship of joint venture, partnership, or otherwise.
2. **Furnishing of Library Services.** The Library shall furnish, at the Premises defined in paragraph 3 below, library staff, books, library materials and supplies, business telephones, any specialized equipment deemed necessary, and any other services deemed necessary by the Library in its sole discretion for the operation of a branch library at the Premises (hereinafter described as "Library Services"). The Library Services will be rendered by the Library in a manner which is in the sole discretion of the Library. By way of illustration, the hours of operation, levels of staffing, hours and content of programs shall all be determined in the sole discretion of the Library.
3. **Furnishing of Building Services By the Landlord.** The Landlord, in consideration of the mutual promises contained in this Agreement, hereby leases to the Library the real property situated in the City of Swartz Creek, County of Genesee, and State of Michigan, commonly known as the Perkins Library, 8095 Civic Drive, Swartz Creek, MI 48473, and legally described on Exhibit 1 attached hereto ("the Premises"). The Library shall pay no rent for this lease of the Premises other than the furnishing of Library Services as described above, and the performance of the other covenants of the Library contained herein. In addition to the grant and lease of the Premises by the Landlord to the Library, the Landlord shall do the following, all of which shall be referred to collectively as ("Building Services"):
 - a. Maintain the Premises as provided in paragraph 8 below;
 - b. Pay all sewer, water, electrical, gas, oil, and all other utility charges;
 - c. Pay all real property taxes, personal property taxes, if any;
 - d. Provide for and pay for snow removal, trash removal, lawn and grounds maintenance, as more fully described on Exhibit 2 titled "Level of Building Services" attached hereto;
 - e. Provide for the regular cleaning and janitorial services for the Premises, to a level appropriate to provide a pleasing and comfortable environment for the employees and patrons of the library branch, including the provision of janitorial and rest room supplies, as more fully described on Exhibit 2 attached hereto;
 - f. Provide, repair, maintain and replace furnishings for the Premises sufficient to allow the Library to render its Library Services, in a manner agreeable by and between the parties.
4. **Notice of Deficiency.** In the event the Landlord does not provide Building Services as

required by Paragraph 3, or does not maintain the Premises as required by Paragraph 8, the Library shall send or deliver in accordance with subparagraph 16 b. below a "Notice of Deficiency" on the form attached hereto as Exhibit 3. Upon the delivery of a Notice of Deficiency, the Landlord shall have thirty (30) days to correct the deficiency listed and deliver written notice of such correction to the Library. Failure to so correct such deficiency shall be an event of default pursuant to Paragraph 14 below.

5. **Possession.** Possession of the Premises shall be exclusive to the Library. No other persons or entities shall have the right to a) consent to the storage of books or other items on the premises, or b) consent to the placements of pamphlets, posters, advertising or political materials on the premises. Notwithstanding the foregoing, in the event the Premises include a community room ("Community Room"), all responsibility for scheduling the Community Room, as well as making rules or policies regarding the use of the Community Room, shall be made exclusively by the Landlord.
6. **Penal Fines.** The parties understand and agree that the Library shall receive all penal fines allocated to either the Library, the branch library located at the Premises, or the Landlord, pursuant to 1964 PA 59.
7. **Term and Termination.** This Agreement shall commence effective as of January 1, 2008, and shall continue up and until December 31, 2017 (the "Lease Term"); provided, that either party may terminate this Agreement by written notice served on the other parties no less than six months prior to the effective date of the written notice to terminate this Agreement. Such termination may only be effective at the end of a calendar year.
8. **Repairs and Maintenance.** The Landlord covenants and agrees that it will, at its own expense, keep the Premises and all of the furnishings supplied by the Landlord as part of the Building Services, in as good a repair throughout the Lease Term as at the commencement of this Agreement, perform any and all other repairs, maintenance and capital improvements required during the Lease Term. The Landlord covenants and agrees that it will, at its own expense, cause the Premises to comply throughout the Lease Term with all state, federal and local laws, regulations and ordinances, including, by way of illustration, the Americans with Disabilities Act of 1990 (Pub. L. 101-336) (ADA), as amended.
9. **Insurance.**
 - a. **Property Insurance.** The Landlord shall, at its expense, cause to be placed and shall maintain in full force and effect during the term of this Agreement standard fire insurance and extended coverage (of such type as shall be appropriate within the Library's sole discretion), covering all building improvements and structures on the Premises (excluding those items required to be insured by Library).
 - b. **Library's Insurance.** The Library shall continuously insure its leasehold interest and its trade fixtures and personal property with property/casualty insurance placed through an insurance carrier satisfactory to the Library against such risks and in such amounts as are customarily insured against by businesses of like size and type.

- c. **Liability Insurance.** Additionally, Library shall, during the entire term hereof, procure and keep in full force and effect a policy or policies of Comprehensive General Liability insurance covering the Demised Premises and the Library's use thereof, in companies and in a form satisfactory to the Library, with minimum limits of One Million (\$1,000,000.00) Dollars for bodily injuries or death to any person as a result of any one occurrence and One Hundred Thousand (\$100,000.00) Dollars coverage for property damage, plus such other insurance as shall be appropriate in light of Library's operations.
- d. **General Provisions.** Comprehensive General Liability insurance carried by Library shall name the Landlord and any other person or persons, entities, organizations, firms or corporations designated by the Landlord as insured, and shall contain a clause that the insurer will not cancel or materially alter such insurance without first giving the Landlord thirty (30) days prior written notice thereon. The insurance shall be evidenced to the Landlord by delivery of the policy or policies (or certificates thereof) to the Landlord prior to occupancy by the Library of the Demised Premises. In the event Library shall fail to procure such insurance, or shall fail to keep such insurance in force and effect during the entire term hereof, Landlord may, at its option and in addition to any other remedies, procure same for the account of the Library, and the cost thereof shall be paid to the Landlord as Additional Rent upon demand by the Landlord.
- e. **Waiver of Subrogation.** All insurance policies shall provide that any loss shall be payable to the Landlord or to the holder of any mortgage notwithstanding any act or negligence of the Library which might otherwise result in a forfeiture of such insurance. All policies of insurance shall further provide for a waiver of all rights of subrogation by the insurer, and Landlord and Library each hereby waive any and all rights of recovery, claim or action against the other for any loss or damage which could be insured against under any standard fire and extended coverage insurance policies or under "all risk" or other property/casualty insurance coverage.
10. **Eminent Domain.** If the whole of the Demised Premises shall be taken or condemned by any competent authority for public or quasi public use or purpose, then and in that event, the term of this Agreement shall cease and terminate when the possession of the Demised Premises so taken shall be required for such use or purpose and without apportionment of the award. If any part, less than the whole, of the Demised Premises shall be so taken or condemned, then, and in that event, the Library shall have the option exercisable by notice in writing to the Landlord within sixty (60) days from the notice from Landlord of the taking or condemnation, to terminate this Agreement; and in the event the Library does not exercise its option reserved herein to so terminate this Agreement, it shall continue with reference to the portion of the Demised Premises not taken or condemned unless the same is rendered untenable by such taking and condemnation or cannot be made tenantable by repairs to be conducted by Landlord at its expense. In either event, the entire award for the taking and condemnation of the Demised Premises shall belong to the Landlord.
11. **Fixtures.** All fixtures and/or equipment of whatever nature as shall have been installed in the demised premises by Library, whether permanently affixed thereto or otherwise, shall

continue to be the property of Library and at Library's option, may be removed by it at the expiration or termination of this Agreement or any renewal or extension thereof; provided, however, Library shall, at its own expense, repair any damage to the premises resulting from such removal.

12. **Quiet Enjoyment.** The Landlord covenants that the said Library, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.
13. **Environmental Responsibilities of the Landlord.** The Landlord warrants, covenants, and shall have the following responsibilities to the Library with regard to the Premises:
 - a. **Definition of "Toxic or Hazardous Substances".** "Toxic or Hazardous Substances" shall be interpreted broadly to include, but not be limited to, any material or substance that is defined or classified under any federal, state, or local laws as a hazardous substance, hazardous waste, toxic pollutant, hazardous material, or any other substance presenting a risk to human health or the environment under any other applicable federal, state, or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future. Toxic or Hazardous Substances shall also mean any substance that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities. Toxic or Hazardous Substances specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), petroleum and petroleum-based derivatives, and urea formaldehyde.
 - b. **Environmental Indemnity.** Landlord agrees to indemnify, defend (with counsel satisfactory to Library), and hold Library and its officers, employees, contractors, and agents harmless from any claims, judgments, damages, penalties, fines, expenses, liabilities, or losses arising during or after the Lease Term out of or in any way relating to the presence, release, or disposal of Toxic or Hazardous Substances on or from the Premises, or to a breach of the environmental warranties made by Landlord above, unless the Toxic or Hazardous Substances are present solely as a result of the actions of Library, its officers, employees, contractors, or agents. That indemnity shall include, without limitations, costs incurred in connection with:
 - i. Toxic or Hazardous Substances present or suspected to be present in the soil, groundwater, or soil vapor on or under the Premises before Library occupies the Premises or the Lease Term commences; or
 - ii. Toxic or Hazardous Substances that migrate, flow, percolate, diffuse, or in any way move onto or under the Premises, during Library's occupancy of the Premises after the Lease Term commences; or
 - iii. Toxic or Hazardous Substances present on or under the Premises as a result of any discharge, dumping, or spilling (accidental or otherwise) onto

the Premises during Library's occupancy of the Premises or after the Lease Term commences by any person, corporation, partnership, or entity other than Library, its officers, employees, contractors, or agents.

The indemnification provided by this section shall also specifically cover, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision or other third party because of the presence or suspected presence of Toxic or Hazardous Substances in the soil, groundwater, or soil vapor on or under the Premises, unless the Toxic or Hazardous Substances are present solely as a result of the actions of Library, its officers, employees, contractors, or agents. Those costs may include, but are not be limited to, diminution in the value of the Premises, damages for the loss or restriction on use of rentable or usable space of any amenity of the Premises, sums paid in settlements of claims, attorneys' fees, consultants' fees, and experts' fees.

The foregoing environmental indemnity shall survive the expiration or termination of this Agreement and/or any transfer of all or any portion of the Premises, or of any interest in this Agreement. It shall be governed by the laws of the state of Michigan. Notwithstanding any other provision of this Agreement, Landlord shall be personally liable without limitation on recourse, for performance of its obligations under this section.

- c. **Corrective Action.** If any investigation, site monitoring, containment, cleanup, removal, restoration, or other remedial work (the "Remedial Work") of any kind is necessary under any applicable local, state, or federal laws or regulations, or is required by any governmental entity or other third person because of or in connection with the presence or suspected presence of Toxic or Hazardous Substances on or under the Premises, Landlord shall assume responsibility for all such Remedial Work and all costs and expenses of such Remedial Work shall be paid by Landlord, unless the Toxic or Hazardous Substances are present solely as a result of the actions of Library.

14. **Default and Remedies.** Events of Default shall be governed by the following provisions:

- a. **Events of Default.** The following occurrences are "Events of Default":
 - i. Landlord fails to correct a Notice of Deficiency within the time required by Paragraph 4 above;
 - ii. Landlord or Library breach any of the other agreements, terms, covenants, or conditions that this Agreement requires such party to perform, and the breach continues for a period of thirty (30) days after written notice hereunder.
- b. **Remedies.** Upon the occurrence of an Event of Default, Library may:
 - i. Send notice to the Landlord of its intention to close the Premises to the

public and cease providing Library Services (the "Closure Notice"), until the cure by the Landlord of the Event of Default; or

- ii. At any time, including at any time after the delivery of the Closure Notice, terminate this Lease. Such election to terminate shall be made by written notice to the other party.

15. **Cooperating Municipalities.** In the event the Landlord enters into any agreement with another entity or municipality to share the cost or responsibility of providing Building Services hereunder ("Sharing Agreement"), such Sharing Agreement shall be solely the responsibility of the Landlord to enforce. Library shall only look to Landlord for performance under this Agreement, and shall have no obligation to look to any other party to such Sharing Agreement for performance under this Agreement.

16. **Miscellaneous.**

a. **Execution by Facsimile.** This document may be validly executed and delivered by facsimile transfer ("Fax") or by electronic mail ("Email"). Any signer who executes this document and transmits this document by Fax or Email intends that the Fax or Email of their signature is to be deemed an original signature for all purposes. Any such Fax or Email printout and any complete photocopy of such Fax or Email printout is hereby deemed to be an original counterpart of this document.

b. **Notices.** All notices required under or pursuant to this Agreement shall be deemed sufficient and served only if written and delivered by one of the following methods:

- i. personally delivered; or
- ii. mailed by certified mail - return receipt requested to the parties at the addresses listed below, with an additional copy mailed by ordinary mail (if so mailed, notice shall be deemed to be complete as of the next business day after mailing); or
- iii. sent by Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries.

iv. The addresses are:

If to Library: Genesee District Library
G-4195 West Pasadena Avenue
Flint, Michigan

with a copy to: Patric A. Parker, Esq.
5206 Gateway Centre
Flint, Michigan 48507
(810) 235-9010 (fax)

If to Landlord: City of Swartz Creek
8093 Civic Drive
Swartz Creek, MI 48473

Any party to this Agreement may change the address to which notices are to be sent by giving notice to the other party in conformance with the foregoing provisions for the giving of notice.

(The remainder of this page is intentionally blank)

IN WITNESS WHEREOF, this Agreement has been executed to be effective as of the date first written above.

WITNESSETH:

LIBRARY:

Genesee District Library

By:
Its: Chair

LANDLORD:

**City of Swartz Creek, a Michigan
municipal corporation**

By:
Its:

H:\PAPData\GDL\Lease Agreements\2008 Lease Agreements\lease.form.City of Swartz Creek.100208.wpd

Prepared by:

SIMEN, FIGURA & PARKER, P.L.C.

by: Patric A. Parker, Esq.
5206 Gateway Centre
Flint, Michigan 48507
(810) 235-9000; (810) 235-9010 (fax)
e-mail: pparker@sfplaw.com

EXHIBIT 1

DESCRIPTION OF PREMISES

EXHIBIT 2

LEVEL OF BUILDING SERVICES

Swartz Creek

The parties agree that the delivery of Building Services and maintenance shall at a minimum conform to the following:

1. Interior Premises
 - a. Continue to maintain substantially the same cleaning schedule and cleaning tasks accomplished as exist on July 1, 2008

2. Exterior of Premises
 - a. Lawn and Parking Lot Maintenance
 - b. Snow Removal
 - i. Snow will be removed from the parking lot, walks and any steps on each day that an accumulation of 2" or more of snow occurs in a 24 hour period.
 - ii. Salt will be spread on the parking lot, walks and any steps on each day when icy conditions occur.

3. Site Specific Issues:
 - a. _____
 - b. _____
 - c. _____

EXHIBIT 3

FORM OF NOTICE OF DEFICIENCY

GENESEE DISTRICT LIBRARY
G-4195 WEST PASADENA AVENUE
FLINT, MICHIGAN 48504

NOTICE OF DEFICIENCY

TO: City of Swartz Creek ("Landlord")

FROM: Genesee District Library ("Library")

DATE: _____

PLEASE TAKE NOTICE THAT the following deficiencies in the obligations of the Landlord under the lease dated January 1, 2008 between the Landlord and the Library are hereby claimed by the Library:

1. _____
2. _____
3. _____

Genesee District Library

By:
Its: Executive Director



June 16, 2008

Carolyn Nash
Executive Director
Genesee District Library
G4195 Pasadena Ave.
Flint, MI 48504

RE: GDL Assessment
THA #08-140

Dear Carolyn,

Enclosed is the Barrier-Free Assessment Report of the (19) facilities in the Genesee District Library. It consists of Executive Summary Parameters for the study, Deficiency Summary, Deficiency Detail by facility and Appendix Reference Material.

I will be available to answer any questions regarding this report.

Sincerely,

George S. Ananich, AIA
Project Manager

GSA/jmb

cc: THA File

P:\PROJ08\08140\CLER\Nash-let.doc

Celebrating 5 decades of design!

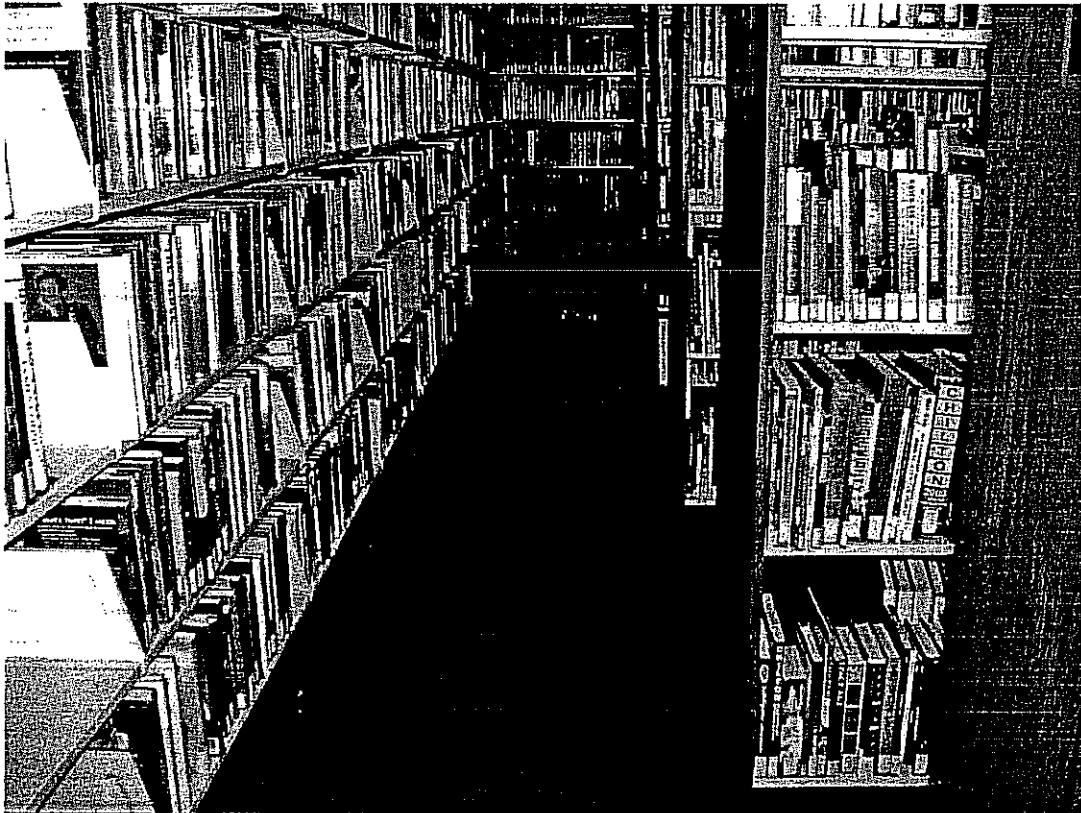
Genesee District Library
 ADA/Barrier free checklist

Date: 4/24/2008
 Facility: Swartz Creek Perkins
8095 Civic Dr., Swartz Creek, MI 48473
 Librarian: Ivan Smith

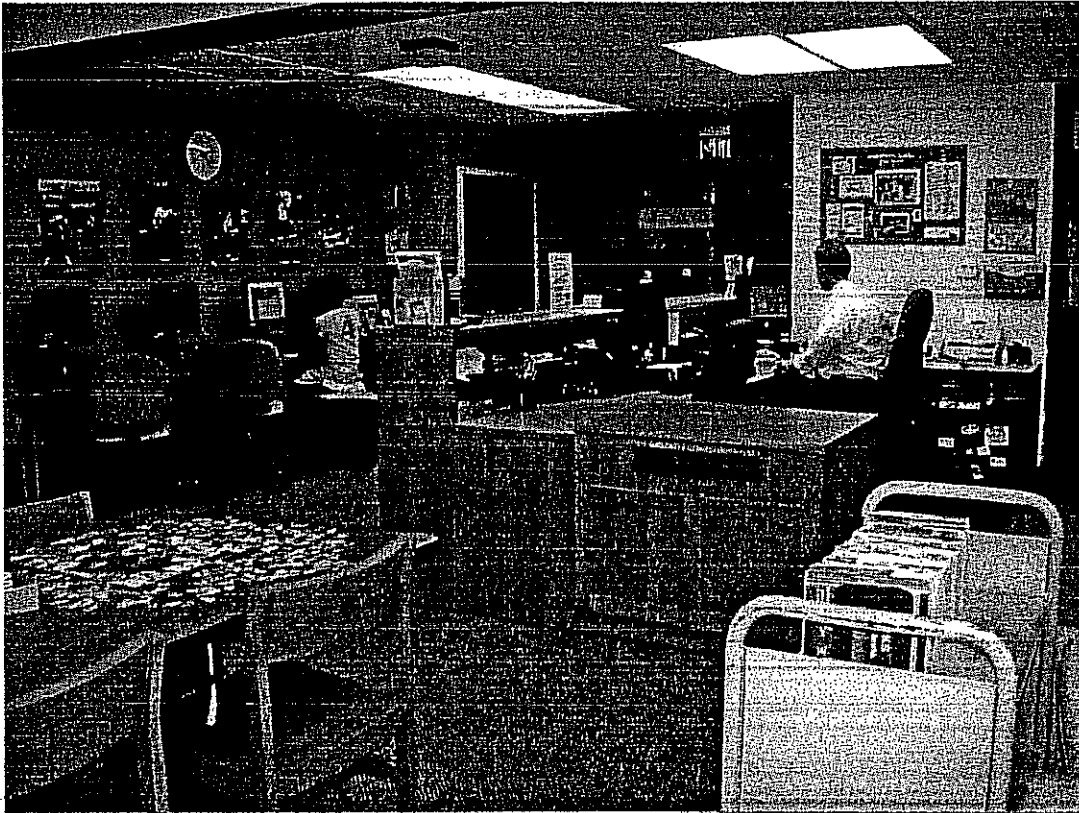
Category	Deficiency	Notes
Directional Road Signage	Y	Very small
BE Parking		
No of spaces	Y	
van	N	
signage	Y	
width - 96"	Y	
access aisle - 60"	Y	
Accessible route and entrance		
width - 32-36"	Y	
doors - 32"	Y	
clearance - front pull - 18"	◆ N	Obstructed by cart
maneuvering clearance	Y	
vestibule depth - 48"+ door	NA	
door hardware	Y	
closing speed 90°-12° in 5 sec	◆ N	
opening force #5 w/o operator	Y	
operator	NA	
door surface smooth bott 10" push side	Y	
Ramps		
>1:20 considered ramp	NA	
1:12 max		
width - 32"		
rise - 30" max		
handrails rise > 6"		
handrails extensions - 12" top and bott		
curb cut		
Elevator		
size	NA	
signage		
Stairways		
rise/run	NA	
handrails		
hgt - 34" min 38" max		
wall clearance 1.5"		
cross section - 1.25" - 2"		
extensions - 12" top and 12" + tread bott		

Toilet rooms		
signage		Y
drinking fountain		
dual hgt		N
clearances		Y
toilets		
count		2
clearances	◆	N
accessories		Y
grab bars	◆	N
urinals		
hgt		Y
clearances		Y
sinks		
accessories		Y
clearances		Y
pipe protection	◆	N
dryers/p towel		Y
Signals and notifications		
fire alarm		
signage		
Furnishings		
service counter/check out - 36" h x 36" l		Y
reading/study - 5% area		Y
card catalog/magazine display 36" w aisle, 54" h max	◆	N
stacks - 36" w, 42" preferred		Y
turn arounds - 48" d.		N
Means of egress		
dead ends		N
no. of exits		Y
emergency lighting		Y
sprinkler		NA
exit signage		Y
Envelope considerations		
leaking		N
structural issues		N

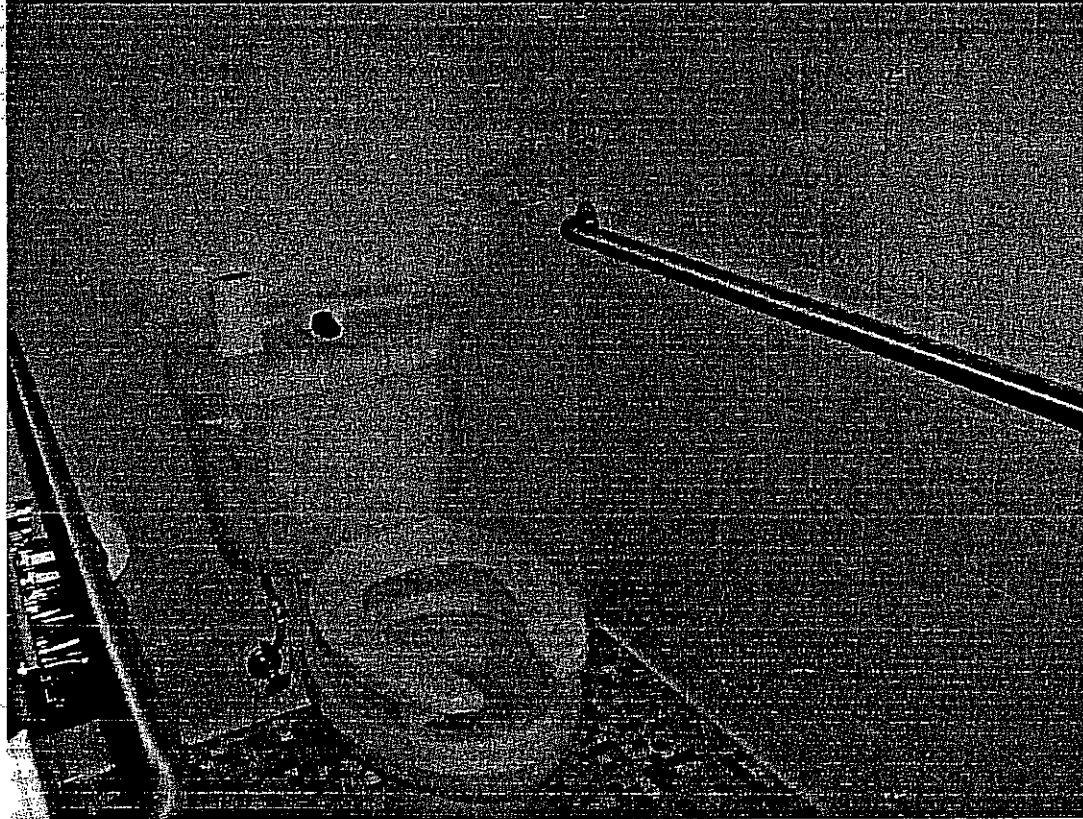
Swartz Creek



Swartz Creek



Swartz Creek



Swartz Creek



LAW OFFICES
OF
SIMEN, FIGURA & PARKER, P.L.C.

GATEWAY FINANCIAL CENTRE, SUITE 200
6206 GATEWAY CENTRE
FLINT, MICHIGAN 48507

TELEPHONE (810) 235-9000 / FACSIMILE (810) 235-9010

EMAIL: mgildner@sflaw.com

TRAVERSE CITY AREA OFFICE

11470 S. LEELANAU HWY.
SUITE 105 - P.O. BOX 447
EMPIRE, MI 49630
Telephone (231) 326-2072
Facsimile (231) 326-2074

SANDER H. SIMEN, P.C.
RICHARD J. FIGURA, P.C.
PATRIC PARKER, P.C.

STEPHEN W. WALTON
PETER T. MOONEY
MICHAEL J. GILDNER
KARI E. BURBA
COLIN M. LINSENMAN
WILLIAM E. DELZER

of counsel:

ALLAN L. PARKER
ROBERT H. BANCROFT, P.C.
JOHN R. MOYNIHAN, P.L.C.

FAX TRANSMITTAL FORM

NAME: Paul Bueche **DATE:** October 15, 2008

COMPANY: City of Swartz Creek

FAX #: 635-2887

TOTAL NUMBER OF PAGES (including cover sheet): 5

FROM: Patric A. Parker

MESSAGE:

Paul,

The attached document is from our October 2008 Board packet. It is the statistics for all branches. Please call with any questions you may have.

IF PROBLEMS OCCUR DURING TRANSMISSION, PLEASE CONTACT KATHY AT (810) 235-9000. OUR FAX NUMBER IS (810) 235-9010.

The information contained in this message and any attachments are intended for the personal and confidential use of the designated recipients. If you are not already a client of Simen, Figura & Parker, P.L.C., you may not rely on this message to create such a relationship and you may not rely on any advice in this message. This message and any attachments may be attorney-client communication or attorney work product that is privileged and confidential. If you are not the intended recipient or have received this message in error, do not review, disseminate, distribute or copy this message or any attachments. If you have received this communication in error, please notify us immediately by telephone. Thank you.

CIRCULAR 230 DISCLOSURE

In accordance with U.S. Treasury regulations, if this message (or any attachment) from Simen, Figura & Parker, P.L.C. contains advice concerning one or more Federal tax issues, it is not a formal legal opinion and may not be used by any person for the avoidance of Federal tax penalties.

GENESEE DISTRICT LIBRARY
Units of Service Report

September 2008

2008

Branch	BP	BE	BM	CL	DA	FE	FCC	FT	FL	FO	GN	GE	GV	GO	GB	HQ	HB	LI	MO	MM	SC	LBPH	DL	TOTAL
Circulation	6,722	3,501	12,571	14,442	25,584	11,885	9,011	5,466	13,161	8,565	1,638	7,845	10,038	4,778	37,342	12,168	135	7,393	7,781	10,260	7,857	33	16,256	232,432
Holds: Placed	315	203	537	1,224	932	348	328	455	672	432	29	389	0	277	1,660	1,014	0	286	475	654	268	0	0	10,508
Holds: Filled	892	693	1,383	2,383	1,875	866	543	1,022	1,283	1,191	133	1,026	0	708	3,043	1,879	0	623	1,120	1,322	622	0	0	22,827
Directional questions	1,591	1,164	2,577	3,450	1,556	1,903	869	703	2,070	569	0	825	N/A	1,856	10,700	811	0	1,168	N/A	601	2,198	0	0	34,611
Reference questions	9,388	422	2,510	742	2,177	1,918	716	452	4,286	444	0	291	N/A	529	9,950	1,497	0	572	N/A	463	2,309	0	0	38,676
Training questions	1,867	1,269	2,568	1,495	1,886	1,637	602	375	693	397	0	273	N/A	1,555	9,500	182	0	380	N/A	612	1,672	0	0	26,943
Door counter #2	5,443	3,897	7,741	9,065	15,553	13,346	0	3,807	11,059	4,253	944	6,469	N/A	2,757	24,275	8,907	0	4,951	N/A	7,198	5,719	0	0	136,381
In House Use	1	150	92	108	1,840	72	87	3	415	13	0	611	182	96	115	200	0	8	131	35	278	0	0	4,438
Computer Usage	1,369	1,824	2,865	2,586	4,286	2,946	895	1,047	2,188	987	195	2,109	5,768	346	5,901	3,894	0	673	2,022	2,742	1,344	0	0	45,987
Inter Library Loan	3	3	4	4	4	0	2	3	4	0	0	2	0	1	3	0	0	0	3	5	0	0	0	41
Added patrons	44	67	107	111	184	142	24	48	87	20	12	60	248	28	268	346	0	69	41	91	97	0	0	2,094
Deleted patrons	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals	27,645	13,193	32,955	35,610	55,857	35,083	13,077	13,381	35,918	14,674	2,951	19,910	16,238	12,931	102,757	31,898	135	16,124	11,573	23,983	22,364	33	16,256	554,738

2007

Branch	BP	BE	BM	CL	DA	FE	FCC	FT	FL	FO	GN	GE	GV	GO	GB	HQ	HB	LI	MO	MM	SC	LBPH	DL	TOTAL
Circulation	5,805	2,819	11,403	13,574	20,304	10,950	7,903	4,675	12,502	6,177	1,307	7,077	10,707	4,514	33,303	9,959	159	5,568	8,078	7,384	6,555	75	360	191,078
Holds: Placed	303	176	610	1,096	890	315	334	386	606	382	31	366	0	225	1,611	880	0	251	426	491	192	0	0	9,571
Holds: Filled	853	478	1,281	2,008	1,716	853	449	951	1,243	964	117	892	0	880	3,035	1,448	0	580	1,050	1,125	529	0	0	20,252
Directional questions	1,444	517	2,343	2,997	2,126	1,425	763	518	1,776	667	0	346	1,300	2,218	4,475	583	0	1,206	447	526	628	0	0	28,304
Reference questions	1,806	132	1,550	2,800	1,866	1,452	648	438	3,714	567	0	374	1,456	1,020	3,566	1,471	0	452	782	403	778	0	0	25,374
Training questions	613	660	1,906	3,209	2,366	1,415	475	357	725	491	0	289	1,488	1,750	2,250	178	0	260	723	497	658	0	0	20,712
Door counter #2	4,514	4,954	7,360	8,187	13,932	12,484	0	8,689	10,520	4,118	574	5,387	15,596	2,793	24,530	9,214	0	3,401	5,939	5,366	5,159	0	0	152,707
In House Use	225	78	95	343	1,419	66	204	1	256	2	0	225	9	35	297	379	0	0	52	294	209	0	0	4,188
Computer Usage	1,346	2,468	2,708	2,258	3,079	3,032	1,088	1,077	2,442	944	217	2,037	5,927	342	5,850	3,958	0	594	1,942	2,026	1,131	0	0	44,466
Inter Library Loan	1	6	6	3	3	3	0	1	5	1	0	2	0	0	12	3	0	0	1	3	0	0	0	50
Added patrons	68	91	142	92	217	123	29	46	63	32	9	63	229	21	311	310	0	26	41	63	98	0	0	2,094
Deleted patrons	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals	17,278	12,379	29,504	36,567	47,920	32,117	11,893	17,139	33,851	14,346	2,255	17,058	36,712	13,598	79,239	26,383	159	12,358	19,481	18,198	15,931	75	360	498,796

GENESEE DISTRICT LIBRARY
Circulation by Governmental Unit

BRANCH	BP	DE	BM	CL	DA	FE	FCC	FY	FL	FD	GV	GE	GV	GO	GB	HO	HB	LJ	MO	MM	BC	LB	TOTAL		
Albion	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	
Amherst	3	3	19	23	25	342	305	0	11	17	205	11	46	5	07	13	0	1,557	15	11	01	0	0	2,834	
Atlas Twp	30	7	463	50	967	35	11	24	51	28	5	25	01	2,000	1,412	50	0	14	20	31	20	0	0	4,472	
Barton Cty	1,000	39	4,540	130	1,407	00	20	80	00	153	10	277	203	100	1,615	130	0	43	73	123	02	0	0	11,452	
Chlo City	7	12	30	1,410	20	7	8	21	00	18	1	5	27	5	35	45	0	4	155	09	4	0	0	1,020	
Clayton Twp	30	19	40	35	100	45	0	104	017	10	3	13	257	9	57	53	0	12	14	42	00	0	0	2,035	
Cowson	40	24	130	82	5,020	10	15	42	03	07	5	04	30	32	155	87	0	14	27	30	18	0	0	6,820	
Dawson Twp	190	20	500	100	9,255	92	50	80	01	140	14	100	133	102	510	154	0	73	54	107	39	0	0	11,880	
Fenton	52	15	04	130	02	3,900	2,250	70	02	00	4	02	42	34	311	124	0	301	80	01	21	0	0	6,270	
Fish City	1,800	705	3,710	322	900	104	33	1,147	201	120	7	440	3,003	39	1,215	5,100	0	103	103	700	215	0	0	12,375	
Fish Twp	1,020	137	320	300	302	97	33	2,250	074	80	21	100	2,010	57	859	3,001	0	09	105	242	505	0	0	6,477	
Flushing	35	31	20	120	55	35	40	113	4,000	40	0	45	244	58	222	333	0	20	75	53	44	0	0	5,145	
Flushing Twp	01	17	01	255	70	40	27	72	3,502	30	0	41	172	25	173	304	0	12	575	50	37	0	0	3,323	
Fossil Twp	32	2	22	100	275	10	4	12	10	2,402	2	110	33	20	71	20	0	5	13	15	0	0	0	7,000	
Fossil Twp	71	20	75	127	100	2,502	1,715	40	55	41	4	43	02	30	410	112	0	1,044	44	47	20	0	0	7,000	
Grand Blanc City	89	40	277	110	170	100	05	72	70	40	33	40	114	71	7,311	177	0	60	07	131	40	0	0	21,730	
Grand Blanc Twp	444	313	025	322	418	247	212	174	200	157	30	170	200	150	17,002	337	0	93	175	170	110	0	0	60,071	
Groves Twp	25	100	411	477	050	07	29	225	20	04	5	4,120	173	48	410	230	0	50	76	2,027	20	0	0	3,001	
Groves Twp	10	3	15	16	111	7	2	5	7	0	1	0	0	910	355	0	0	0	8	7	2	0	0	2,050	
Guilford Twp	10	15	22	58	33	53	50	39	55	17	550	50	100	10	100	85	0	100	30	20	1,304	0	0	655	
Guilford Twp	0	0	4	6	4	23	7	1	20	0	434	2	2	0	3	0	0	13	1	2	17	0	0	655	
Hamden	18	2	25	33	44	550	002	29	27	10	2	10	10	15	70	34	0	2,251	24	23	31	0	0	3,025	
Hamden	02	01	03	55	1,757	19	1	12	26	1,010	2	25	14	072	230	19	0	0	7	23	43	7	0	0	4,005
Hampden City	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	31	
Hampden City	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	31	
Hampden City	2	0	3	4	9	0	1	0	4	3	0	0	10	0	10	5	0	0	1	1	253	0	0	316	
Hampden City	7	0	37	200	31	11	3	7	10	10	4	25	2	4	59	24	0	11	1,700	80	0	0	0	2,202	
Hampden City	2	6	7	102	23	1	3	4	5	23	0	11	12	2	37	10	0	15	50	11	5	0	0	339	
Hampden City	47	54	42	201	30	31	5	10	24	31	1	03	52	3	51	54	0	7	21	2,435	13	0	0	3,201	
Hampden City	14	1,000	70	530	105	43	27	100	720	43	4	001	300	21	102	1,705	0	35	170	2,027	34	0	0	8,497	
Hampden City	12	22	30	301	50	20	3	14	100	23	0	17	30	12	82	54	0	0	3,071	52	10	0	0	4,007	
Hampden City	331	17	140	120	125	150	345	150	50	41	21	41	411	24	1,013	333	0	210	44	45	020	0	0	4,900	
Hampden City	1	1	0	24	40	1	2	1	0	014	0	17	2	3	12	14	0	2	0	5	5	0	0	1,074	
Hampden City	20	0	17	30	33	1,074	033	32	25	12	5	21	13	30	910	32	0	10	17	15	13	0	0	3,992	
Hampden City	00	11	72	09	2,834	17	20	10	27	200	4	301	40	13	120	33	0	10	10	39	15	0	0	4,074	
Hampden City	75	30	60	94	50	45	21	152	70	37	12	40	702	13	205	109	0	10	10	91	2,030	0	0	4,174	
Hampden City	3	2	4	15	6	45	0	6	22	3	71	20	50	1	11	13	0	50	0	1	47	0	0	81	
Hampden City	0	0	2	3	6	0	0	0	44	1	0	0	22	1	4	0	0	0	0	1	1	0	0	340	
Hampden City	0	0	2	3	6	0	0	0	44	1	0	0	22	1	4	0	0	0	0	1	1	0	0	340	
Hampden City	4	3	7	7	5	0	1	0	1	0	0	0	22	0	0	0	0	0	0	1	5	0	0	30	
Hampden City	0	1	0	0	0	1	0	1	0	0	0	0	22	0	0	0	0	0	0	1	0	0	0	30	
Hampden City	0	1	10	0	5	0	0	0	1	0	0	1	0	0	11	0	0	0	0	0	13	0	0	66	
Hampden City	0	0	1	1	0	5	2	7	0	2	0	25	1	0	1	0	0	0	0	0	13	0	0	66	
Hampden City	0	0	1	1	0	5	2	7	0	2	0	25	1	0	1	0	0	0	0	0	13	0	0	66	
Hampden City	21	35	50	2,070	120	10	7	10	03	224	2	527	10	12	122	41	0	13	00	512	10	0	0	4,017	
Hampden City	27	15	20	54	30	1,051	1,210	10	10	53	4	31	10	22	125	54	0	200	27	29	0	0	0	3,737	
Hampden City	42	35	100	5,707	115	30	25	10	110	52	3	74	72	35	154	103	0	32	200	441	24	0	0	7,402	
Hampden City	0	1	0	4	4	40	52	0	2	2	0	0	0	0	2	1	0	85	2	0	0	0	0	204	
Hampden City	205	55	200	171	234	50	15	140	120	145	4	105	10	54	440	123	155	77	314	204	80	0	0	2,000	
Other	205	55	200	171	234	50	15	140	120	145	4	105	10	54	440	123	155	77	314	204	80	0	0	2,000	
2006 Totals	5,722	3,501	12,471	10,442	25,384	11,445	9,011	5,400	13,101	8,585	1,038	7,045	10,000	4,770	37,242	12,168	139	7,393	7,761	10,200	7,457	33	0	216,470	
2007 Totals	5,900	2,010	11,401	13,574	20,364	10,900	7,000	4,675	12,000	5,177	1,307	7,077	10,707	4,514	33,300	9,059	100	5,500	0,074	7,304	5,500	3,543	100	107,530	
2008 Totals	5,700	0	10,440	10,953	10,072	10,190	0,000	5,340	12,000	5,000	1,100	6,000	11,100	4,770	31,000	10,120	100	5,000	0,000	7,000	5,000	0	0	100,000	
2009 Totals	5,451	0	10,370	12,114	10,000	10,000	N/A	4,471	10,147	4,777	490	5,400	9,100	4,511	20,000	11,120	92	0,000	7,100	7,000	5,000	70	0	100,500	

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GENESEE DISTRICT LIBRARY
Comparative Circulation Figures
2007 and 2008

BRANCH	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	THIS	LAST	%
													YTD	YTD	CHANGE
BAKER PARK	6,772	6,475	6,915	6,749	6,512	6,775	7,590	6,927	6,722				61,437	56,265	9.19%
BEECHER	2,614	2,496	2,851	3,376	2,806	3,184	4,335	3,712	3,501				28,885	19,260	49.97%
BURTON	12,978	12,289	13,051	13,005	12,223	13,289	14,651	12,841	12,571				116,878	108,822	7.40%
CLIO	14,668	13,181	13,913	13,815	12,778	14,198	15,894	13,865	14,442				126,744	140,117	-9.54%
DAVISON	24,631	23,187	24,937	24,247	21,857	25,402	27,588	25,831	25,584				223,264	204,062	9.41%
FENTON	12,098	11,718	12,731	12,280	11,768	12,650	13,382	11,748	11,885				110,260	105,474	4.54%
FENTON CHILDREN'S CTR	8,340	7,729	9,448	8,265	7,755	10,903	12,339	9,445	9,011				83,235	85,206	-2.31%
FENTON COMBINED:	20,438	19,447	22,179	20,545	19,523	23,553	25,721	21,193	20,896	0	0	0	193,495	190,680	1.48%
FLINT TWP	5,017	5,214	5,413	5,006	5,168	5,897	6,188	5,907	5,466				49,276	49,164	0.23%
FLUSHING	13,902	12,687	13,840	12,996	11,650	13,720	16,804	14,021	13,161				122,781	125,800	-2.40%
FOREST TWP	7,109	6,540	6,897	6,403	6,220	7,419	8,202	7,407	6,565				62,762	62,713	0.08%
GAINES	1,401	1,468	1,460	1,472	1,186	1,780	2,115	1,714	1,638				14,214	12,673	12.16%
GENESEE	8,060	7,577	7,996	8,314	7,640	8,648	9,228	7,526	7,845				72,834	66,751	9.11%
GENESEE VALLEY	10,897	8,798	9,972	9,129	9,314	10,274	10,594	9,906	10,038				88,922	108,706	-18.20%
GOODRICH	4,916	4,678	5,063	5,142	4,536	5,888	6,494	5,466	4,778				48,761	49,595	-5.71%
GRAND BLANC	37,574	35,682	38,793	36,440	33,346	40,823	44,276	38,748	37,342				343,024	326,048	5.21%
HEADQUARTERS	10,723	9,539	10,625	10,723	9,912	10,436	12,121	12,245	12,168				98,492	91,506	7.63%
HOMEBOUND	208	230	201	216	162	213	174	180	135				1,719	1,457	17.98%
LINDEN	6,393	5,892	7,331	7,122	6,405	7,056	8,435	7,365	7,393				63,392	54,208	16.94%
MONTROSE	9,114	7,976	8,061	7,638	7,060	7,890	9,178	8,167	7,781				72,865	80,133	-9.07%
MT. MORRIS	8,961	7,661	9,309	9,095	8,733	8,698	10,750	10,284	10,260				83,731	70,605	18.59%
SWARTZ CREEK	7,179	7,235	7,940	7,338	6,764	8,922	10,143	8,684	7,857				72,062	61,638	16.91%
LIBRARY FOR THE BLIND	66	62	59	48	74	78	63	30	33				513	886	-42.10%
DIGITAL LIBRARY	12,487	13,321	14,127	14,368	14,559	15,550	16,339	17,614	16,256				134,621	1,315	0.00%
TOTAL	226,098	211,615	230,933	223,187	208,408	239,503	266,883	239,613	232,432	0	0	0	2,078,672	1,882,404	10.43%

GENESEE DISTRICT LIBRARY
Number of Patrons Registered by Governmental Units

BRANCH	BE	BM	BP	CL	DA	FE	FL	FT	GB	GN	GO	GVC	HB	HQ	JO	LB	LI	MM	MO	OT	SC	TOTAL
Almont	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	947	1	9	0	30	1,375
Argentine	0	5	3	2	3	284	3	7	31	17	1	21	0	11	3	0	6	4	0	2	3	2,162
Atlas Twp	0	42	10	9	139	13	7	5	777	0	1,135	7	1	0	2	0	6	4	0	2	41	7,957
Burton	3	4,382	1,195	50	847	39	38	40	817	3	21	258	2	155	178	0	10	48	17	21	0	1
Cap. Haslett	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	6
Cap. Lansing M	0	0	1	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cap. SouthLans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Cap. Williamstr	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Clayton Twp	0	5	9	5	8	12	882	78	28	0	0	91	0	117	3	0	4	9	0	1	859	1,702
Clio	0	14	4	842	13	2	11	2	15	0	1	50	1	31	12	0	0	77	23	8	7	1,114
Davison	1	81	11	18	2,857	6	18	6	49	0	11	85	0	22	26	0	5	9	3	28	6	3,017
Davison Twp	0	290	36	33	5,035	18	27	14	184	0	46	78	1	48	05	0	0	21	7	44	17	5,970
Deerfield Twp	0	0	0	0	0	21	0	0	0	0	0	0	0	1	0	0	11	1	0	0	0	2
Dryden	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fenton	0	15	12	9	14	4,293	18	6	80	1	1	71	1	19	2	0	70	7	1	1	20	4,586
Fenton Twp	0	10	11	3	14	3,428	18	15	107	3	1	50	1	23	3	0	768	5	0	4	18	4,482
Flint-City	141	1,511	697	121	288	105	102	503	684	1	5	3,297	1	8,451	192	0	17	224	20	28	361	7,876
Flint-Twp	11	235	678	68	89	76	440	1,956	373	2	5	1,289	12	2,289	81	0	10	70	23	10	361	7,876
Flushing	1	28	11	29	12	11	3,198	36	34	0	1	127	1	318	6	0	4	23	25	4	32	3,806
Flushing Twp	0	23	7	74	12	11	2,929	44	43	0	0	104	0	836	12	0	0	41	217	0	37	3,806
Forest Twp	0	16	5	40	124	1	4	2	16	0	0	2	1	11	48	0	0	19	2	1,193	1	1,485
Gaines Twp	0	10	12	7	7	46	17	20	61	123	1	83	0	24	4	0	53	5	0	0	30	119
Gaines Village	0	3	1	2	0	4	1	0	8	55	0	8	0	2	0	0	5	0	0	0	0	30
Genesee Twp	28	288	47	188	326	24	31	29	128	0	4	113	0	424	2,781	0	7	819	21	38	28	5,322
Goodrich	0	15	2	0	45	3	2	1	153	0	436	8	0	2	4	0	0	0	0	0	0	1
Grand B-City	0	118	40	15	37	58	13	12	4,395	1	13	110	2	81	4	0	12	8	1	3	11	4,810
Grand B-Twp	2	468	203	38	102	183	48	47	10,885	3	38	282	0	141	28	0	35	24	6	5	61	12,701
Lapeer Cty-MMLC	0	53	9	15	858	3	13	11	84	0	213	84	0	35	19	0	1	4	2	398	10	1,823
Lennon-Gen C	0	0	0	0	0	1	1	0	0	0	0	10	0	4	0	0	1	0	0	0	12	29
LBPB	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	72	0	0	0	0	0	73
Linden	0	9	3	0	5	302	5	8	26	1	0	28	0	9	1	0	1,181	0	0	2	15	1,586
Michicard	0	13	11	140	46	79	17	8	88	1	8	34	0	23	11	0	9	13	78	80	1	817
Montrose	0	4	1	28	1	0	17	1	2	0	0	18	0	13	2	0	0	13	760	2	3	803
Montrose Twp	1	14	6	255	11	0	82	4	19	3	0	34	0	74	7	0	0	39	1,864	1	10	2,498
ML Morris	1	22	10	113	19	5	14	7	15	0	1	82	0	146	48	0	3	1,165	10	7	9	1,883
ML Morris-Twp	538	47	23	277	32	7	517	57	73	0	2	228	0	2,840	130	0	2	1,185	31	14	14	6,017
Mundy Twp	0	75	151	5	8	286	19	83	828	1	4	189	0	82	2	0	114	7	3	5	531	2,481
Oakland C-Holly	0	15	6	3	20	812	9	5	332	1	19	41	0	10	0	0	8	2	2	0	0	1,379
Otisville	0	0	1	1	31	0	1	2	4	0	0	2	0	7	0	0	0	8	1	311	0	377
Richfield Twp	0	52	7	21	1,472	2	4	7	29	0	4	5	0	25	141	0	0	18	0	189	2	1,878
Shlawassee Cty	0	3	4	5	4	32	54	5	7	4	0	56	0	30	1	0	58	5	38	0	83	389
Shlaw C-Corunna	0	1	2	1	2	2	17	0	2	0	0	27	0	4	1	0	0	0	1	0	0	83
Shlaw C-Durand	0	2	4	1	1	8	5	3	8	11	0	68	0	10	0	0	3	0	0	0	42	185
Shlaw C-Owosso	0	2	0	2	0	1	1	1	3	0	0	45	0	8	0	0	0	1	0	0	5	67
Shlaw C-Perry	0	2	0	0	0	1	0	0	3	0	0	6	0	1	0	0	0	0	0	0	5	18
Shlaw C-Vernon	0	0	2	0	0	1	1	0	0	1	0	12	0	2	0	0	2	0	0	0	12	33
Swartz Creek	1	24	17	8	8	23	25	44	73	1	0	378	0	71	7	0	10	16	1	2	1,917	2,822
Thetford Twp	1	17	7	1,181	27	2	10	6	12	0	0	13	0	38	221	0	3	412	11	49	4	2,014
Tyrone Twp	0	2	3	4	0	1,831	3	3	22	0	0	13	0	1	0	0	92	1	2	0	3	1,880
Unknown	2	6	3	12	7	3	4	1	8	0	0	13	1	5	2	0	1	4	7	2	1	82
Vienna Twp	0	20	12	3,309	17	8	38	14	24	0	0	21	1	80	40	0	2	322	60	10	5	3,983
TOTAL	734	7,040	3,183	8,828	12,143	12,084	8,348	3,068	20,710	233	1,968	7,480	32	16,021	4,094	72	3,466	4,632	3,348	2,438	5,071	123,891

10/15/08 15:26 FAX 8102359010 SEP & MEI

City of Swartz Creek
Building Department

Memorandum


Date: October 22, 2008

To: Adam Zettel

From: Robert Kehoe Building Official

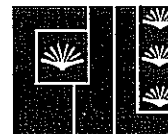
Subject: 8095 Civic Dr.

On Wednesday, October 22, 2008, I performed an inspection at the public library located at 8095 Civic Dr. in Swartz Creek. The building currently is occupied. A cart that had been located by the front door obstructing egress has been moved. The power assisted doors need to close within 5 seconds minimum. I close it 4 times and 1 time it closed in 4 seconds so it needs to be adjusted. A grab bar needs to be installed on the rear wall of the men's restroom. A clearance circle of 5 feet needs to be inside the men's restroom. A partition wall will need to be removed to provide for this. The drain under the accessible sink needs to be insulated to protect against contact. The card catalog and magazine display do not meet minimum clearance widths and exceed maximum height for accessibility.

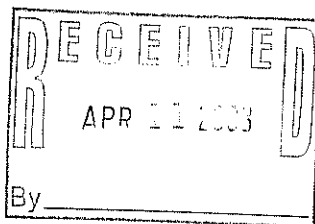


Robert Kehoe
Building Official
City of Swartz Creek

GENESEE DISTRICT LIBRARY
Taking Library Services to the People



April 9, 2008



Headquarters
G-4195 W. Pasadena Avenue
Flint, Michigan 48504
810.732.5570
810.732.1161 fax

www.thegd.org

City of Swartz Creek
Attn: Paul Bueche, City Manager
8083 Civic Dr
Swartz Creek MI 48473

RE: Lease and Service Agreement - Genesee District Library

Dear Mr. Bueche,

I am writing at the direction of the Genesee District Library Board of Trustees. As you know, we are in the process of updating our "Lease and Service Agreement" between the Township and the Genesee District Library. Our previous Lease and Service Agreement (the "Agreement") was in effect for a ten year term, coincident with the term of our millage. Our new operating millage took effect this year, and in the near future, we will be sending you a proposed new Agreement for the new ten year term.

In connection with the process of upgrading the Agreement, the Genesee District Library has engaged THA Architects and Engineers to inspect our facilities system wide, and prepare reports for us regarding their condition and operation. We have engaged this inspection to make sure that we are in compliance with the requirements of the Americans with Disabilities Act, and other various regulations. When that inspection process is complete and we have received our report, we will share a copy with you.

We look forward to continuing our mutually beneficial relationship as landlord and tenant, which allows us to provide library services to the members of your community.

Please do not hesitate to call with any questions.

Sincerely,

Carolyn Nash
Executive Director

Free copy

LEASE AND SERVICE AGREEMENT

This Lease and Service Agreement ("Agreement") is entered into effective as of this the first day of January 1, 1998, by and between the GENESEE DISTRICT LIBRARY, a public library, of G-4195 West Pasadena Avenue, Flint, Michigan (the "Library"), and the City of Swartz Creek, a municipal corporation of 5037 First Street, Swartz Creek, MI 48473-1498 (the "Sponsor"), and the Township of Clayton, a Charter Township of Michigan of 2011 South Morrish Road, Swartz Creek, MI 48473, (the "Sponsor"), and the Township of Mundy, a Charter Township of 3478 Mundy Avenue, Swartz Creek, MI 48473 (the "Sponsor"), and Gaines Township, A Township of Michigan of G-9255 Grand Blanc Road, Gaines, MI 48436 (the "Sponsor").

The following is a recital of certain facts which underlie this Agreement:

- A. Genesee District Library ("GDL") was created in 1979 pursuant to 1955 PA 164 as amended (the "1955 Act") by the adoption by the Genesee County Board of Commissioners ("County") and the Township of Grand Blanc ("Township") of a proposal to unite for the establishment and operation of a District Library, effective August 7, 1979 (the "Mandate"). The Mandate was approved by the voters of both Genesee County and the Township in 1979, pursuant to Section 2 (2) of the 1955 Act.
- B. In July of 1997, a "First Amended and Restated District Library Organizational Plan and Agreement" ("Restated Plan" was adopted by the County and the Township, and approved by the State Library of Michigan;
- C. The Restated Plan provided in part as follows:

3.(d) Powers. The Board shall have such powers as are granted to district library boards by or pursuant to the Act, except that the Board shall have no authority to maintain any building other than Headquarters (as defined below); provided, however, that this restriction shall not restrict GDL from operating other branch libraries in the District, with the physical buildings therefor being maintained by another entity, as is the practice of GDL as of the effective date of this Agreement. Any other limitations upon the powers of the Board, provided for in this Agreement and consistent with the Act, also shall be effective.

(G-4195 West Pasadena Ave., Flint)

- D. The Sponsor requested that the Library establish a branch library at a location mutually acceptable to the Library and the Sponsor for the furnishing of "Library Services" as defined below to patrons in the geographical location of the Sponsor.
- E. In order to establish this branch library, it is necessary for the Sponsor to agree to provide facilities and certain services on an ongoing basis to the Library.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. **Relationship of the Parties.** With regard to the "Premises" defined in paragraph 3 below, the relationship of the Library and the Sponsor shall be that of Landlord and Tenant, with the Sponsor being the Landlord and the Library being the Tenant. The parties shall not, by virtue of this Agreement, be deemed to have any relationship of joint venture, partnership, or otherwise.
2. **Furnishing of Library Services.** The Library shall furnish, at the Premises as defined below, library staff, books, library materials and supplies, business telephones, any specialized equipment deemed necessary, and any other services deemed necessary by the Library in its sole discretion for the operation of a branch library at the Premises (hereinafter described as "Library Services"). The Library Services will be rendered by the Library in a manner which is in the sole discretion of the Library.
3. **Furnishing of Building Services By the Sponsor.** The Sponsor, in consideration of the mutual promises contained in this Agreement, hereby leases to the Library the real property situated in the City of Swartz Creek, County of Genesee, and State of Michigan, commonly known as the Perkins Library of 8095 Civic Drive, and legally described on Exhibit A attached hereto ("the Premises"). The Library shall pay no rent for this lease of the Premises other than the furnishing of Library Services as described above, and the performance of the other covenants of the Library contained herein. In addition to the grant and lease of the Premises by the Sponsor to the Library, the Sponsor shall do the following, all of which shall be referred to collectively as ("Building Services"):
 - A. Maintain the Premises as provided in paragraph 6 below;
 - B. Pay all sewer, water, electrical, gas, oil, and all other utility charges;
 - C. Pay all real property taxes and personal property taxes, if any;
 - D. Provide for and pay for snow removal, trash removal, lawn and grounds maintenance;
 - E. Provide for the regular cleaning and janitorial services for the Premises;
 - F. Provide, repair, maintain and replace furnishings for the Premises sufficient to allow the Library to render its Library Services, in a manner agreeable by and between the parties.

4. **Penal Fines.** The parties understand and agree that the Library shall receive all penal fines allocated to either the Library, the branch library located at the Premises, or the Sponsor, pursuant to 1964 PA 59.
5. **Term and Termination.** This Agreement shall commence as of January 1, 1998, and shall continue up and until December 31, 2007 (The "Lease Term"); provided, that either party may by written notice served on the other parties no less than six months prior to the effective date of the written notice to terminate this Agreement. Such termination may only be effective at the end of a calendar year.
6. **Repairs and Maintenance.** The Sponsor covenants and agrees that it will, at its own expense, keep the Premises and all of the furnishings supplied by the Sponsor as part of the Building Services, in as good a repair throughout the term of this Agreement as at the commencement of this Agreement, perform any and all other repairs, maintenance and capital improvements required during said term.
7. **Insurance.**
 - A. **Property Insurance.** The Sponsor shall, at its expense, cause to be placed and shall maintain in full force and effect during the term of this Agreement standard fire insurance and extended coverage (of such type as shall be appropriate within the Library's sole discretion), covering all building improvements and structures on the Premises (excluding those items required to be insured by Library).
 - B. **Library's Insurance.** The Library shall continuously insure its leasehold interest and its trade fixtures and personal property with property/casualty insurance placed through an insurance carrier satisfactory to the Library against such risks and in such amounts as are customarily insured against by businesses of like size and type.
 - C. **Liability Insurance.** Additionally, the Library shall, during the entire term hereof, procure and keep in full force and effect a policy or policies of Comprehensive General Liability insurance covering the Demised Premises and the Library's use thereof, in companies and in a form satisfactory to the Library, with minimum limits of One Million (\$1,000,000.00) Dollars for bodily injuries or death to any person as a result of any one occurrence and One Hundred Thousand (\$100,000.00) Dollars coverage for property damage, plus such other insurance as shall be appropriate in light of Library's operations.
 - D. **General Provisions.** Comprehensive General Liability insurance

carried by Library shall name the Landlord and any other person or persons, entities, organizations, firms or corporations designated by the Landlord as insured, and shall contain a clause that the insurer will not cancel or materially alter such insurance without first giving the Landlord thirty(30 days prior written notice thereon. The insurance shall be evidenced to the Landlord by delivery of the policy or policies (or certificates thereof) to the Landlord prior to occupancy by the Library of the Demised Premises. In the event Library shall fail to procure such insurance, or shall fail to keep such insurance in force and effect during the entire term hereof, Landlord may, at its option in addition to any other remedies, procure same for the account of the Library, and the cost thereof shall be paid to the Landlord as Additional Rent upon demand by the Landlord.

- E. **Waiver of Subrogation.** All insurance policies shall provide that any loss shall be payable to the Sponsor or to the holder of any mortgage notwithstanding any act or negligence of the Library which might otherwise result in a forfeiture of such insurance. All policies of insurance shall further provide for a waiver of all rights of subrogation by the insurer, and Sponsor and Library each hereby waive any and all rights of recovery, claim or action against the other for any loss or damage which could be insured against under any standard fire and extended coverage insurance policies or under "all risk" or other property/casualty insurance coverage.
8. **Eminent Domain.** If the whole of the Demised Premises shall be taken or condemned by any competent authority for public or quasi public use or purpose, then and in that event, the term of this Lease shall cease and terminate when the possession of the Demised Premises so taken shall be required for such use or purpose and without apportionment of the award. If any part, less than the whole, of the Demised Premises shall be so taken or condemned, then, and in that event, the Library shall have the option exercisable by notice in writing to the Sponsor within sixty (60) days from the notice from Sponsor of the taking or condemnation, to terminate this Lease; and in the event the Library does not exercise its option reserved herein to so terminate this Lease, it shall continue with reference to the portion of the Demised Premises not taken or condemned unless the same is rendered untenable by such taking and condemnation or cannot be made tenable by repairs to be conducted by Sponsor at its expense. In either event, the entire award for the taking and condemnation of the Demised Premises shall belong to the Sponsor.
9. **Fixtures.** All fixtures and/or equipment of whatever nature as shall have been

installed in the demised premises by Library, whether permanently affixed thereto or otherwise, shall continue to be the property of Library and at Library's option, may be removed by it at the expiration or termination of this Lease or any renewal or extension thereof; provided, however, Library shall, at its own expense, repair any damage to the premises resulting from such removal.

10. **Quiet Enjoyment.** The Sponsor covenants that the said Library, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.
11. **Environmental Responsibilities of the Sponsor.** The Sponsor warrants, covenants, and shall have the following responsibilities to the Library with regard to the Premises:
 - A. **Definition of "Toxic or Hazardous Substances".** "Toxic or Hazardous Substances" shall be interpreted broadly to include, but not be limited to, any material or substance that is defined or classified under federal, state, or local laws as: (a) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 (14), or section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as now or hereafter amended; (b) a "hazardous waste" pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6903, 6921, as now or hereafter amended; (c) a "toxic pollutant" under section 307(a)(1) of the Federal Water Pollution control Act, 33 U.S.C. § 1317(a)(1); (d) a "hazardous air pollutant" under section 112 of the Clean Air Act, 42 U.S.C. § 7412, as now or hereafter amended; (e) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. § 1802(4), as now or hereafter amended; (f) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws; or (g) presenting a risk to human health or the environment under other applicable federal, state, or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future. "Toxic or Hazardous Substances" shall also mean any substance that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities. "Toxic or Hazardous Substances" specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), petroleum and petroleum-based derivatives, and urea formaldehyde.
 - B. **Environmental Representations and Warranties.** Sponsor represents and warrants to Library that:

Premises during Library's occupancy of the Premises or after the Lease Term commences by any person, corporation, partnership, or entity other than Library, its officers, employees, contractors, or agents.

The indemnification provided by this section shall also specifically cover, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision or other third party because of the presence or suspected presence of Toxic or Hazardous Substances in the soil, groundwater, or soil vapor on or under the Premises, unless the Toxic or Hazardous Substances are present solely as a result of the actions of Library, its officers, employees, contractors, or agents. Those costs may include, but are not be limited to, diminution in the value of the Premises, damages for the loss or restriction on use of rentable or usable space of any amenity of the Premises, sums paid in settlements of claims, attorneys' fees, consultants' fees, and experts' fees.

The foregoing environmental indemnity shall survive the expiration or termination of this Lease and/or any transfer of all or any portion of the Premises, or of any interest in this Lease. It shall be governed by the laws of the state of Michigan. Notwithstanding any other provision of this Lease, Sponsor shall be personally liable without limitation on recourse, for performance of its obligations under this section.0

- D. **Notification Requirements.** Sponsor shall notify Library in writing within thirty (30) days of all spills or releases of any Toxic or Hazardous Substances, all failures to comply with any federal, state, or local law, and with any regulation or ordinance, all inspections of the Premises by any regulatory entity concerning the same, all notices, orders, fines, or communications of any kind from any governmental entity or third party that relate to the presence or suspected presence of any Toxic or Hazardous Substances on the Premises or the migration or suspected migration of any Toxic or Hazardous Substances from other property onto or beneath the Premises or to other property from the Premises, and all responses or interim cleanup action taken by or proposed to be taken by any government entity or private party on the Premises.

- E. **Inspection Rights.** Library, its officers, employees, contractors, or agents, shall have the right, but not the duty, to inspect areas on Sponsor's property not

(a) Sponsor has the full right, power, and authority to execute this Lease and to lease the Premises as provided in this Lease and to carry out all of its obligations hereunder.

(b) Sponsor is financially capable of performing and satisfying, or has obtained sufficient financial assurance to satisfy, in full its obligations pursuant to this Lease.

(c) Neither Sponsor nor, to the best knowledge of Sponsor, any of Sponsor's present tenants are in violation or subject to any existing, pending, or threatened investigation by any governmental authority under any applicable federal, state, or local law, regulation, or ordinance pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of Toxic or Hazardous Substances, air emissions, other environmental matters, and all zoning and other land use matters.

(d) Any handling, transportation, storage, treatment, or use of Toxic or Hazardous Substances that has occurred on the Premises to date has been in compliance with all applicable federal, state, and local laws, regulations, and ordinances.

(e) No leak, spill, release, discharge, emission, or disposal of Toxic or Hazardous Substances has occurred on the Premises to date and the soil, groundwater, and soil vapor on or under the Premises is free of Toxic or Hazardous Substances as of the date the term of this Lease commences.

C. **Environmental Indemnity.** Sponsor agrees to indemnify, defend (with counsel satisfactory to Library), and hold Library and its officers, employees, contractors, and agents harmless from any claims, judgments, damages, penalties, fines, expenses, liabilities, or losses arising during or after the Lease Term out of or in any way relating to the presence, release, or disposal of Toxic or Hazardous Substances on or from the Premises, or to a breach of the environmental warranties made by Sponsor above, unless the Toxic or Hazardous Substances are present solely as a result of the actions of Library, its officers, employees, contractors, or agents. That indemnity shall include, without limitations, costs incurred in connection with:

(a) Toxic or Hazardous Substances present or suspected to be present in the soil, groundwater, or soil vapor on or under the Premises before Library occupies the Premises or the Lease Term commences; or

(b) Toxic or Hazardous Substances that migrate, flow, percolate, diffuse, or in any way move onto or under the Premises, during Library's occupancy of the Premises after the Lease Term commences; or

(c) Toxic or Hazardous Substances present on or under the Premises as a result of any discharge, dumping, or spilling (accidental or otherwise) onto the

within Library's control to determine whether Sponsor or other tenants are complying with federal, state, and local laws, regulations, and ordinances pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of Toxic or Hazardous Substances, air emissions, other environmental matters, and all zoning and other land use matters. Library shall also have the right to establish test wells on or near its Premises to monitor whether any chemical levels are increasing on or near its Premises because of the activities of Sponsor or adjacent Tenants. Library shall use its best efforts to minimize interference with Sponsor's business or that of adjacent tenants but shall not be liable for any interference caused thereby.

- F. **Corrective Action.** If any investigation, site monitoring, containment, cleanup, removal, restoration, or other remedial work (the "Remedial Work") of any kind is necessary under any applicable local, state, or federal laws or regulations, or is required by any governmental entity or other third person because of or in connection with the presence or suspected presence of Toxic or Hazardous Substances on or under the Premises, Sponsor shall assume responsibility for all such Remedial Work and all costs and expenses of such Remedial Work shall be paid by Sponsor, unless the Toxic or Hazardous Substances are present solely as a result of the actions of Library.
- G. **Environmental Default Provision.** Any unreasonable interference with Library's operations resulting from the presence of Toxic or Hazardous Substances on, under, in, or adjacent to the Premises or from Remedial Work not caused by Library shall be a material default for which Library may exercise any remedies set forth in this Lease, including, but not limited to: (a) abating rent, or (b) terminating this Lease.

IN WITNESS WHEREOF, this Agreement has been executed to be effective as of the date first written above.

WITNESSETH:

Marian L. Lantle

Shirley D. Kelly
City of Swartz Creek

Sally A. Hurvey
Township of Clayton

[Signature]
Township of Mundy

Township of Gaines

LIBRARY:
Genesee District Library

X By [Signature]

Its: Chair, Genesee District Libra
^{Board}
SPONSOR:

Anna L. McCoy
Donna L. McCoy, Mayor

[Signature]
Rod Schumaker, Supervisor

Donald Halka, Supervisor

Harry Smith, Supervisor

Prepared by:

SIMEN, FIGURA & PARKER, P.L.C.

By: Patric A. Parker, Esq.
2300 Austin Parkway
Flint, Michigan 48507
(810) 235-9000; (810) 235-9010 (fax)
e-mail: sfp@sfplaw.com

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL EXISTING ORDINANCE NO. _____ (“_____”) AND TO ENACT A NEW ORDINANCE TO REGULATE THE USE OF PUBLIC AND PRIVATE SEWERS AND DRAINS, PRIVATE SEWAGE DISPOSAL, SEWER INSTALLATIONS AND CONNECTIONS, AND DISCHARGES OF WASTEWATER AND POLLUTANTS INTO THE GENESSEE COUNTY PUBLICLY OWNED TREATMENT WORKS (“POTW”); TO REQUIRE PRETREATMENT OF NONDOMESTIC WASTES BY USERS OF THE POTW, USER PERMITS, AND MONITORING AND REPORTING OF USERS; AND TO PROVIDE FOR ENFORCEMENT, PENALTIES, AND OTHER RELIEF FOR VIOLATIONS.

THE _____ [CITY/VILLAGE/TOWNSHIP/COUNTY], MICHIGAN, ORDAINS:

Section 1. Repeal of Existing Ordinance No. _____.

[CITY/VILLAGE/TOWNSHIP/COUNTY] Ordinance No. _____

(entitled “_____”) is hereby repealed in its entirety.

Section 2. Enactment of New Sewer Use Ordinance. A new ordinance entitled

“The Genesee County Sewer Use Ordinance for the _____ [City/Village/Township/County] of _____” is hereby adopted to read in its entirety as follows:

**THE GENESSEE COUNTY SEWER USE ORDINANCE
FOR THE _____ OF _____**

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THE GENESSEE COUNTY SEWER USE ORDINANCE
FOR THE _____ OF _____

ARTICLE 1 – GENERAL PROVISIONS

Section 1.1. Purpose and Scope of the Sewer Use Ordinance

A. The purposes of this Ordinance are:

1. To establish uniform requirements for discharges from the _____ of _____ (the “Local Unit”) (including discharges by all Users located within the Local Unit) to the Genesee County Publicly Owned Treatment Works (“POTW”), and to enable the Local Unit and the County Agency (also referred to as the “GCWWSD”) to comply with applicable State and Federal laws as required by the Federal Water Pollution Control Act (also known as the “Clean Water Act”), as amended, 33 USC 1251, et seq.; the General Pretreatment Regulations (40 CFR part 403); Part 31 of Act 451 of the Public Acts of Michigan of 1994, MCL §§ 324.3101 et seq., as amended (“Water Resources Protection”); and the rules, Michigan Administrative Code, R 323.2301 et seq., as amended, promulgated pursuant to Sections 3103, 3106 and 3109 of Part 31 of Act 451 of the Public Acts of Michigan of 1994, as amended.
2. To prevent the discharge of pollutants into the POTW that do not meet applicable pretreatment standards and requirements; that would interfere with the operation of the POTW; that would pass through the POTW into the receiving waters or the atmosphere, the environment, or otherwise be incompatible with the POTW; that would inhibit or disrupt the POTW’s processing, use, or disposal of sludge; that would cause health or safety problems for POTW workers; or that would result in a violation of the POTW’s NPDES permit or of other applicable laws and regulations.
3. To improve the opportunity to recycle and reclaim wastewaters and sludges from the POTW.
4. To regulate the discharge of wastewater and/or pollutants to the POTW and to enforce the requirements of this Ordinance through the issuance of permits and through other means as provided by this Ordinance.
5. To authorize and require all inspection, monitoring, reporting and enforcement activities as necessary to insure compliance with applicable pretreatment standards and requirements and other applicable laws and regulations.

6. To provide for the equitable distribution and recovery of costs from Users of the POTW sufficient to administer regulatory activities and to meet the costs of the operation, maintenance, improvement and replacement of the POTW.
- B. This Ordinance applies to any person that discharges to the POTW from within the Local Unit. This Ordinance also applies to any person owning, using, constructing or maintaining any private system or facility intended or used for the disposal of sewage or wastewater within the Local Unit.
 - C. The County Agency has established and organized the Genesee County Water and Waste Services Division (“GCWWSD”) to administer, implement and enforce the provisions of Act 342 and this Ordinance.
 - D. As required by Act 342, a contract or agreement between the County Agency and the Local Unit must be entered into before the Local Unit may discharge into the POTW. As a condition or requirement of the contract or agreement, the Local Unit is required to adopt, and to keep continually in force and up to date, an ordinance that, except as specifically approved in advance by the GCWWSD, must be identical to the sewer use ordinance adopted by Genesee County (as that ordinance is amended from time to time by the County upon the recommendation of the County Agency) (the “Genesee County Sewer Use Ordinance”). This Ordinance is being adopted by the Local Unit pursuant to the contract or agreement between the County Agency and the Local Unit and as required by the Genesee County Sewer Use Ordinance and other applicable state and federal laws and regulations.
 - E. The Local Unit hereby designates, empowers and authorizes the County Agency, acting through the GCWWSD, to act as the agent and representative of the Local Unit for purposes of administering and enforcing this Ordinance within the Local Unit. This includes, but is not limited to, the power and authority of the GCWWSD, as deemed necessary by the GCWWSD, to immediately and independently investigate, enforce, and prosecute (administratively or judicially, and civilly or criminally) any violation of this Ordinance or of any notice, order, permit, decision or determination promulgated, issued or made by the GCWWSD under this Ordinance or the Genesee County Sewer Use Ordinance, and to otherwise implement the requirements of this Ordinance and the Genesee County Sewer Use Ordinance.
 - E. It shall be unlawful for any person to discharge any wastewater or pollutant to the POTW or to any storm sewer or natural outlet within the Local Unit or in any area under the jurisdiction of the Local Unit, except in accordance with the provisions of this Ordinance

and other applicable laws and regulations. If any User discharges or proposes to discharge wastewaters or pollutants that are prohibited or limited by this Ordinance, the County Agency may take any action as provided by this Ordinance or other applicable laws or regulations to assure and require compliance with the provisions of this Ordinance.

Section 1.2. Definitions

Unless the context specifically indicates otherwise, the following terms shall have the following meanings as used in this Ordinance:

“Act” means Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC. 1251, et seq.

“Act 342” means the “County Public Improvement Act of 1939”, as amended, being MCLA 46.171 et seq., which act authorizes, in pertinent part, the establishment by the County of a system or systems of sewer, or sewage disposal improvements and services and disposal facilities and services within or between cities, villages, townships, charter townships, or any duly authorized and established combinations thereof, within or without the county, and mains, trunks, connecting lines, and disposal facilities therefore.

“Authorized Representative.” When used in reference to a Nondomestic User, “authorized representative” means as follows:

- A. If the User is a corporation, a responsible corporate officer. “Responsible corporate officer” means: a president, secretary, treasurer, or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation; or the principal manager of one or more manufacturing, production, or operation facilities employing more than 250 persons or having gross annual sales or expenditures of more than \$25,000,000.00 in second quarter 1980 dollars, if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- B. If the User is a partnership or proprietorship, a general partner or proprietor, respectively.
- C. If the User is a federal, state or local governmental entity, the principal executive officer, ranking elected official, or director having responsibility for the overall operation of the discharging facility.

D. A duly authorized representative of an individual designated in (A), (B) or (C) above, if the representative is responsible for the overall operation of the facilities from which the discharge to the POTW originates.

(1) To be considered “duly authorized,” the authorization must be made in writing by an individual designated in (A), (B) or (C) above. The authorization must specify either an individual or a position having responsibility for the overall operation of the facility (such as the position of plant manager, operator of a well or well field, or a position of equivalent responsibility, or having overall responsibility for the environmental matters for the company or entity). The written authorization must be submitted to the POTW Manager prior to or together with any reports to be signed by the authorized representative.

(2) If an authorization under (D)(1) above is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company or entity, a new written authorization must be submitted to the POTW Manager prior to or together with any reports to be signed by the newly authorized representative.

“Best Management Practice” or “BMP” means any practice, program, procedure, control, technique or measure (used singularly or in combination), that a User is required to adopt or implement to control, contain, treat, prevent, or reduce the discharge of wastewater, pollutants or other substances to the POTW, as determined necessary by the POTW Manager. BMPs include, but are not limited to: schedules of activities; pollution treatment practices or devices; prohibitions of practices; good housekeeping practices; pollution prevention, minimization and reduction measures; educational practices and programs; maintenance procedures; other management programs, practices or devices; treatment requirements; notice, reporting, and record-keeping requirements; and operating procedures and practices to control or contain site runoff, spillage or leaks, batch discharges, sludge or water disposal, or drainage from product and raw materials storage. BMPs may be structural, non-structural, or both. In determining what BMPs will be required of a User in a particular case, the POTW Manager may consider all relevant technological, economic, practical, and institutional considerations as determined relevant and appropriate by the Manager, consistent with achieving and maintaining compliance with the requirements of this Ordinance and other applicable laws and regulations.

“BOD” (denoting Biochemical Oxygen Demand) means the quantity of dissolved oxygen used in the biochemical oxidation of organic matter under standard laboratory procedure in 5 days at 20 degrees C., expressed in milligrams per liter.

“Building Drain” means that part of the lowest horizontal piping of a drainage system of a building which receives the discharge from wastewater and other drainage pipes inside the walls of the building and conveys it to the building sewer. The building drain shall be deemed to begin 5 feet outside the inner face of the building wall.

“Building Sewer” means the extension from the building drain to the public sewer or other place of disposal (such as a grinder pump). The Building Sewer shall be deemed to begin 5 feet outside the inner face of the building wall.

“Bypass” means the intentional diversion of waste streams from any portion of a User’s treatment process or facility needed for compliance with pretreatment standards or requirements.

“Categorical User” means a User subject to a categorical pretreatment standard.

“Categorical Pretreatment Standard” or **“Categorical Standard”** means any regulation containing pollutant discharge limits promulgated by the U.S. EPA in accordance with Sections 307(b) and (c) of the Clean Water Act, 33 USC 1317, which apply to a specific category of Users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

“Cesspool” means an underground pit into which domestic waste is discharged and from which the liquid seeps into the surrounding soil or is otherwise removed.

“CFR” means Code of Federal Regulations.

“Chlorine Demand” means the difference between the amount of chlorine available at the end of the contact time, expressed in mg/l.

“COD.” A measure of oxygen-consuming capacity of inorganic and organic matter present in water or wastewater. It is expressed as the amount of oxygen consumed from a chemical oxidant in a specified test. It does not differentiate between stable and unstable organic matter and thus does not necessarily correlate with biochemical oxygen demand. Also known as oxygen consumed (OCR) and dichromate oxygen consumed (DO), respectively.

“Combined Sewer” means a public owned and maintained sewer designed and intended to receive both wastewater and storm water for discharge to the POTW.

“Compatible Pollutant” means a pollutant which, as determined by the POTW Manager, is susceptible to effective treatment by the POTW as designed, and which will not interfere with, or pass through, the POTW, and which is otherwise not incompatible with the treatment processes or in excess of the capacity at the POTW. The term “compatible” is a relative concept that must

be determined on a case-by-case basis. In determining whether or not a pollutant is compatible with the POTW, the Manager may consider, without limitation, the nature and qualities of the pollutant, and the concentration, mass, and flow rate at which the pollutant is (or is proposed to be) discharged. Thus, for example, even pollutants such as BOD, fats, oils or grease, phosphorous, suspended solids, and fecal coliform bacteria, which are typically considered “compatible” may be determined incompatible, if discharged in concentrations or flows that would cause interference or pass through or exceed the POTW’s capacity. Specifically excluded from the definition of compatible pollutant are “heavy” metals, PCBs, and any pollutants that will likely contribute or cause operational or sludge disposal problems or unacceptable discharges to the receiving waters.

“Composite Sample” means a series of individual samples taken at regular intervals over a specific time period and combined into a single sample (formed either by continuous sampling or by mixing discrete samples) representative of the average stream during the sampling period. For categorical sampling, a composite sample shall consist of at least four (4) individual samples taken within a 24 hour period.

“Cooling Water” means water used for cooling purposes only, including both contact and non-contact cooling water.

“Cooling Water (contact)” means water used for cooling purposes only that may become contaminated or polluted either through the use of water treatment chemicals (such as corrosion inhibitors or biocides) or by direct contact with process materials and/or wastewater.

“Cooling Water (non-contact)” means water used for cooling purposes only that has no direct contact with any raw material, intermediate product, final product, or waste, and that does not contain a detectable level of contaminants higher than that of the intake water (for example, the water discharged from uses such as air conditioning, cooling, or refrigeration, or to which the only pollutant added is heat).

“County” means Genesee County, Michigan.

“County Agency” means the public body or official as designated by the Genesee County Board of Commissioners pursuant to the provisions of Public Act 342 of the 1939 Public Acts of Michigan, being MCL 46.171 et seq., as amended (the “County Public Improvement Act”). The County Agency has established and organized the Genesee County Water and Waste Services Division (“GCWWSD”) to administer, implement and enforce the provisions of Act 342 and this Ordinance. Accordingly, for purposes of this Ordinance, “GCWWSD” may also be used to refer to the “County Agency.”

“County Capital Improvement Fee” or **“CCIF”** refers to the charge authorized to be assessed to all new applicants for a connection permit to the POTW after May 1, 2002, which charge is used to defray the costs of new construction and expenses related thereto for increasing the capacity of the Genesee County sewage disposal, transportation, and/or treatment system components, respectively, to accommodate new Users.

“Daily Maximum” means the maximum discharge of pollutants or flow (expressed in terms of concentration, mass loading, pounds, gallons or other unit of measurement) that shall not be exceeded on any single calendar day. Where daily maximum limitations are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day. Where daily maximum limitations are expressed in units of mass, the daily discharge is the total mass discharged during the day. If a composite sample is required for a parameter, the determination whether the daily maximum limitation for that parameter has been exceeded on a single calendar day shall be based on the composite sample collected for that parameter on that calendar day. If grab samples are required for a parameter, the determination whether the daily maximum limitation for that parameter has been exceeded on a calendar day shall be based on the average of all grab samples collected for that parameter on that calendar day. If only one grab sample is collected for a parameter on a given day, the determination whether the daily maximum limitation for that parameter has been exceeded for the day shall be based on the results of that single grab sample.

“Days” means, for purposes of computing a period of time prescribed or allowed by this Ordinance, consecutive calendar days.

“Debt Service Charges” means the charges levied to customers of the wastewater system, which are used to pay principal, interest and administrative costs of retiring the debt incurred for construction of the wastewater system.

“Dilute” means to weaken, thin down or reduce the concentration of pollutants in wastewater.

“Discharge” means the introduction of waste, wastewater, effluent or pollutants into the POTW, whether intentional or unintentional, and whether directly (such as through an approved sewer connection or other approved discharge point as authorized by this Ordinance) or indirectly (including, but not limited to, sources such as inflow and infiltration).

“Domestic Septage” means liquid or solid material removed from a septic tank, cesspool, portable toilet, type III marine sanitation device, or similar storage or treatment works that receives only domestic waste. Domestic septage does not include liquid or solid material removed from a septic tank, cesspool, or similar facility that receives either commercial wastewater or industrial wastewater and does not include grease removed from a grease

interceptor, grease trap, or other appurtenance used to retain grease or other fatty substances contained in restaurant waste.

“Domestic Treatment Plant Septage” means biosolids generated during the treatment of domestic waste in a treatment works and transported to a receiving facility or managed in accordance with a residuals management program approved by the MDEQ.

“Domestic User” means a User that discharges only segregated normal strength domestic waste into the POTW.

“Domestic Waste” means wastewater (or water-carried waste) of human origin generated by personal activities from toilet, kitchen, laundry, or bathing facilities, or by other similar facilities used for household or residential dwelling purposes (“sanitary sewage”). Domestic waste shall not include any waste resulting from industrial or commercial processes, including, without limitation, any hazardous or toxic pollutants. Wastes emanating from sources other than residential dwelling units which are to be considered domestic wastes shall be of the same nature and strength and have the same flow rate characteristics.

“Dwelling Unit.” For purposes of assigning Residential Equivalent Units, a “dwelling” unit shall contain, at a minimum, sleeping facilities, a toilet, a bath or shower, and a kitchen.

“Effluent” means wastewater or other liquid, partially or completely treated, flowing from a reservoir, basin treatment process or treatment plant.

“Excessive” means at such a flow, rate, magnitude or amount that, in the judgment of the POTW Manager, it may cause damage to any facility or the POTW; may be harmful to the wastewater treatment processes; may adversely affect the management or operation of the POTW or POTW sludge management or disposal; may cause pass through or interference; may violate any pretreatment standard or requirement; may adversely affect the quality of the receiving waters or the ambient air quality; may endanger worker health and safety; may constitute a public nuisance; may be inconsistent with the requirements, purposes or objectives of this Ordinance; or may otherwise adversely impact the public health, safety or welfare or the environment.

“EPA” means the United States Environmental Protection Agency.

“Existing Source” means any source of discharge that is not a new source as defined by this Ordinance.

“Fats” or “FOG” means fats, oil or grease consisting of any hydrocarbons, fatty acids, soaps, fats, waxes, oils, or any other non-volatile material of animal, vegetable or mineral origin that is extractable by solvents in accordance with standard methods.

“Food Establishment Septage” means material pumped from a grease interceptor, grease trap, or other appurtenance used to retain grease or other fatty substances contained in restaurant wastes and which is blended into a uniform mixture, consisting of not more than 1 part of that restaurant-derived material per 3 parts of domestic septage, prior to land application or disposed of at a receiving facility.

“Garbage” means solid wastes from the preparation, cooking, serving, or dispensing of food, from the handling, storage, processing or sale of produce, or from the canning or packaging of food. It is composed largely of putrescible organic matter and its natural or added moisture content.

“GCWWSO” means the Genesee County Water and Waste Services Division (see “County Agency”).

“General User Permit” means a permit issued to any User other than a significant industrial User as provided by this Ordinance to control discharges to the POTW and to ensure compliance with applicable pretreatment standards and requirements.

“Genesee County Sewer Use Ordinance” means Ordinance No. 0605 adopted by the Genesee County Board of Commissioners on November 21, 2006, as amended from time to time.

“Grab Sample” means an individual sample that is taken from a wastestream on a one-time basis without regard to the flow in the wastestream and over a period of time not to exceed 15 minutes.

“Grinder Pump” means, in a grinder pump system, the device to which the building sewer connects and which grinds and pumps the sewage to the public sewer for transportation to the POTW.

“Grinder Pump System” means the publicly owned grinder pump, controls and pressure discharge pipe, including all control boards, controls, floats, pumps, storage tanks and appurtenances thereto which provides the connection between the privately owned building sewer and the public sewer system.

“Hazardous Waste” means any substance discharged or proposed to be discharged into the POTW, that (1) if otherwise disposed of would be a hazardous waste under 40 CFR part 261 or

under the rules promulgated under the state hazardous waste management act (Part 111 of Act 451 of the Public Acts of Michigan of 1994, MCL §§ 324.11101 et seq., as amended); or (2) is otherwise a waste or a combination of waste and other discarded material including solid, liquid, semisolid, or contained gaseous material that because of its quantity, quality, concentration, or physical, chemical, or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible illness or serious incapacitating but reversible illness, or may pose a substantial present or potential hazard to human health or the environment if improperly treated, stored, transported, disposed of, or otherwise managed, as determined by the POTW.

“Holding Tank Waste” means any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

“Incompatible Pollutant” means any pollutant that is not a compatible pollutant.

“Industrial User” means any Nondomestic User that, by any means, contributes, causes or permits the contribution, introduction or discharge of wastewater or pollutants into the POTW, whether intentional or unintentional, and whether directly or indirectly.

“Industrial User Permit” means a permit issued to a significant industrial User, or to such other User as determined appropriate by the POTW Manager, as provided by this Ordinance to control discharges to the POTW and to ensure compliance with applicable pretreatment standards and requirements.

“Infiltration” means any waters entering the POTW from the ground through such means as, but not limited to, defective pipes, pipe joints, connections or manhole walls. Infiltration does not include, and is distinguished from, inflow.

“Inflow” means any waters entering the POTW from sources such as, but not limited to, building downspouts; roof leaders; cellar, yard, and area drains; foundation and footing drains; cooling water discharges; drains from springs and swampy areas; manhole covers; cross connections from storm sewers and combined sewers; catch basins; storm waters; surface runoff; street wash waters; or drainage.

“Inspector” means any person (and the person’s authorized representatives) designated by the POTW and/or the Local Unit to observe the construction of and connection of building sewers to the public sewer system, to ensure conformance with the sewer connection requirements of this Ordinance, and to otherwise act as provided by this Ordinance.

“Inspection Fee” means the amount charged to each applicant by the Local Unit and/or the POTW at the time an application is made to the Local Unit and/or the POTW solely for permission to connect to the public sewer. This sewer connection inspection fee includes, but is not limited to, covering the routine cost of inspecting and approving the physical connection of a building sewer and service connection to the public sewer, and the issuance of a sewer connection permit.

“Instantaneous Maximum Concentration” means the maximum concentration of a pollutant allowed to be discharged at any instant in time (independent of the flow rate or duration of the sampling event). If the concentration determined by analysis of any grab sample, composite sample, or discrete portion of a composite sample exceeds the instantaneous maximum concentration, the instantaneous maximum concentration shall be deemed to have been exceeded. Any discharge of a pollutant at or above a specified instantaneous maximum concentration is a violation of this Ordinance.

“Interference” means a discharge which, alone or in conjunction with a discharge or discharges from other sources:

- A. Inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; or
- B. Is a cause of a violation of any requirement of the POTW’s NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations) Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

“Lateral Sewer” means that portion of the sewer system located under the street or within the public right-of-way from the property line to the trunk line and which collects sewage from a particular property for transfer to the trunk line.

“Local Limits” means a specific enforceable prohibition, standard or requirement (numerical or non-numerical) on discharges by Nondomestic Users established by the POTW to meet the purposes and objectives of this Ordinance and to comply with applicable state and federal laws and regulations.

“**Local Unit**” means the _____ of _____, Michigan, acting by and through its duly authorized agents, deputies and representatives.

“**May**” is permissive.

“**MAC**” means the Michigan Administrative Code.

“**MDEQ**” means the Michigan Department of Environmental Quality.

“**Medical Waste**” means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, or dialysis wastes, and includes any medical or infectious wastes as defined by the Michigan Department of Environmental Quality.

“**mg/l**” means milligrams per liter.

“**Monthly Average**” means the sum of the concentrations (or mass loadings, expressed in terms of pounds per day, or such other unit of measurement) of a pollutant divided by the number of samples taken during a calendar month. The concentrations (or loadings) that are added are single numbers for single calendar days for all days during the calendar month for which analyses are obtained (whether by the User or the POTW), but the concentrations (or loadings) may be based upon a sample or samples taken over either all or part of that day and upon single or multiple analyses for that day, as determined by the POTW Manager. If no samples are taken during particular months because less than monthly sampling is required for a pollutant parameter (e.g., a specified quarterly monitoring period), the monthly average for each month within the specified monitoring period shall be deemed to be the sum of concentrations (or loadings) for the monitoring period divided by number of samples taken during the monitoring period.

“**Multiple-Family Residential Dwelling**” means any structure used for residential dwelling purposes, other than a single-family detached dwelling.

“**NAICS**” or “**North American Industrial Classification System**” means the system of classification for business establishments adopted by the U.S. Office of Management and Budget, as amended.

“**Natural Outlet**” means any naturally formed outlet into a watercourse, pond, ditch, lake or other body of surface or groundwater.

“New Source” means any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that Section provided that:

- A. The building, structure, facility or installation is constructed at a site at which no other source is located; or
- B. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
- C. The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.

Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of paragraphs (B) or (C) of this Section, above, but otherwise alters, replaces, or adds to existing process or production equipment. Commencement of construction of a new source shall be determined in a manner consistent with 40 CFR 403.3(k)(3).

“Non-contact Cooling Water.” See “cooling water (non-contact).

“Nondomestic User” means any User other than a Domestic User (i.e., any User that discharges anything other than segregated normal strength domestic waste into the POTW).

“Nondomestic Waste” means any wastewater (or water- or liquid-carried waste) other than domestic waste.

“Normal Strength Domestic Waste” means a domestic waste flow for which the levels of pollutants (including, without limitation, BOD, TSS, ammonia nitrogen, or phosphorous) are below the surcharge levels for any parameter as established by this Ordinance. Further, to be considered normal strength, the wastewater must have a pH between 6.5 and 8.5, must not exceed any local limit, and must not contain a concentration of other constituents that would interfere with POTW treatment processes.

“NPDES Permit” means a permit issued pursuant to Section 402 of the Act.

“Operation and Maintenance Costs” means all costs, direct and indirect (other than debt service), necessary to ensure adequate wastewater treatment on a continuing basis, to keep odors under control, to conform with all related federal, state and local requirements, and to assure optimal long-term facility management. Operation & Maintenance costs include depreciation and replacement costs.

“Outfall” means the point (or points) of discharge by a User to the POTW, approved by the POTW and specified in a User Permit.

“Pass Through” means a discharge that exits the POTW into waters of the State (or waters of the United States) in quantities or concentrations that, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW’s NPDES permit or of any requirement of applicable local, state or federal laws and regulations (including an increase in the magnitude or duration of a violation), or otherwise detrimentally impacts the receiving stream.

“Person” means any individual, partnership, co-partnership, firm, company, association, society, corporation, joint stock company, trust, estate, governmental entity, or any other legal entity or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.

“pH” means the logarithm of the reciprocal of the concentration of hydrogen ions in grams per liter of solution.

“Pollutant” includes, but is not limited to, any of the following:

- A. Any material that is discharged into water or other liquid, including, but not limited to, dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste.
- B. Properties of materials or characteristics of wastewater, including, but not limited to, pH, heat, TSS, turbidity, color, BOD, COD, toxicity, and odor.
- C. Substances regulated by categorical standards.

- D. Substances discharged to the POTW that are required to be monitored by a User under this Ordinance, that are limited in the POTW's NPDES permit, or that are required to be identified in the POTW's application for an NPDES permit.
- E. Substances for which control measures on Users are necessary to avoid restricting the POTW's residuals management program; to avoid operational problems at the POTW; or to avoid POTW worker health and safety problems.

“POTW” (Publicly Owned Treatment Works). The complete sewage disposal, transportation and treatment system of Genesee County, Michigan, as defined by the Act, the County Public Improvement Act, and this Ordinance, including any devices, processes and systems used in the storage, treatment, recycling or reclamation of wastewater, sewage or sludge, as well as sewers (including all main, lateral and intercepting sewers), pipes and other conveyances used to collect or convey wastewater or sewage to the treatment works, as now or hereafter added to, extended or improved. The term “POTW” shall also include any sewers that convey wastewaters to the POTW from persons who are, by contract or agreement with the County Agency, Users of the POTW. References in this Ordinance to approvals, determinations, reviews, etc., “by the POTW” shall mean by the County Agency, the POTW Manager, or their authorized representatives. The term “POTW” may also be used to refer to the GCWWSO (acting through the County Agency) as the entity that has jurisdiction over the discharges to, and discharges from, the POTW (the “control authority”), as appropriate to the context in which the term is used.

“POTW Board of Appeals” means the three-person panel selected by the County Agency to hear an appeal from any person aggrieved by a decision of the POTW Manager and to make a recommendation to the County Agency as to an appropriate disposition of the appeal.

“POTW Treatment Plant.” The portion of the POTW that is designed to provide treatment (including recycling or reclamation) of wastewater.

“POTW Manager” or “Manager” means the person designated by the County Agency as being responsible to administer the POTW's Industrial Pretreatment Program, and who is charged with certain duties and responsibilities as provided by this Ordinance. References to “POTW Manager” or “Manager” shall include the Manager's authorized representatives.

“Premises” means a lot, tract, or parcel of land, or a building or structure, having any connection, directly or indirectly, to the POTW, or from which there is a discharge to the POTW.

“Pretreatment” means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater before or instead of discharging or otherwise introducing such pollutants into the POTW. The reduction or alteration

may be obtained by physical, chemical, or biological processes; process changes; or other means, except for the use of dilution (unless expressly authorized by any applicable pretreatment standard or requirement and the POTW Manager). Appropriate pretreatment technology includes control equipment, such as equalization tanks or facilities, for protection against surges or slug loadings, subject to applicable requirements of local, state and federal laws and regulations.

“Pretreatment Requirement” means any substantive or procedural requirement related to pretreatment, other than a national pretreatment standard, imposed on a Nondomestic User.

“Pretreatment Standard” means any regulation containing pollutant discharge limits promulgated in accordance with Section 307(b) and (c) of the Act or Part 31 of Act 451 of the Public Acts of Michigan of 1994, MCL §§ 324.3101 et seq., including general and specific prohibitive discharge limits and local limits established in this Ordinance pursuant to MAC R 323.2303, and categorical standards.

“Private Wastewater Disposal System” means a cesspool, septic tank, or similar device which discharges to a suitable drainage field.

“Process Wastewater” means any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, by-product, or waste product.

“Properly Shredded Garbage or Other Solid Material” means garbage or other solid material that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in the POTW (or so as to otherwise not result in interference), with no particle greater than 1/2 inch in any dimension.

“Public Sewer” means a sewer in which all owners of abutting properties have equal rights, and which is controlled by public authority.

“Reasonable Potential.” As used in this Ordinance, a determination of “reasonable potential” by the POTW Manager means a determination made by the Manager that a certain condition, state, result or circumstance exists, or is likely to exist, based upon the quantitative or qualitative factors or information deemed by the Manager to be relevant and appropriate to the determination, consistent with the purposes and objectives of this Ordinance.

“Replacement” means the replacement in whole or in part of any equipment, appurtenances, accessories or facilities in the POTW to ensure continuous treatment of wastewater in accordance with the POTW’s NPDES Permit and other applicable local, state and federal laws and regulations.

“Replacement Costs” means expenditures and costs for obtaining and installing equipment, accessories or appurtenances which are necessary during the service life of the system to maintain the capacity and performance for which the system was designed and constructed.

“Residential Dwelling” means any structure designed for habitation, including but not limited to houses, mobile homes, apartment buildings, condominiums, and townhouses.

“Residential Equivalent Unit” or **“REU”** means a standard basis of measuring the relative quantity of sewage, including the benefits derived from the disposal thereof, arising from the occupancy of a single-family detached residential dwelling (but such term shall not necessarily be related to actual use arising from any particular dwelling). The relative relationships between the various Users of the system shall be as determined by the County Agency. The assignment of REUs to a particular User shall be determined from time to time by the County Agency, based upon the use to which the User’s property is put. The assignment of REUs for any use shall, in the sole discretion of the County Agency, be based upon the most similar use and shall be enumerated in a document established, maintained, and, amended, as necessary by the County Agency; a copy of which shall be made available for inspection and copying upon request.

“Sanitary Sewage.” See “domestic waste.”

“Sanitary Sewer” means a sewer intended to carry liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, and to which storm, surface and ground waters are not intentionally admitted.

“Sanitary Sewer Cleanout Septage” means sanitary sewage or cleanout residue removed from a separate sanitary sewer collection system that is not land applied and that is transported by a vehicle licensed under Part 117 of Act 451 of the Public Acts of Michigan of 1994 (MCL §§ 324.11701 et seq., as amended; “Septage Waste Servicers”) elsewhere within the same system or to a receiving facility that is approved by MDEQ.

“Seepage Pit” means a cistern or underground enclosure constructed of concrete blocks, bricks or similar material loosely laid with open joints so as to allow the overflow or effluent to be absorbed directly into the surrounding soil.

“Septage Waste” means the fluid mixture of untreated and partially treated sewage solids, liquids, and sludge of human or domestic origin which is removed from a wastewater system. Septage waste consists only of food establishment septage, domestic septage, domestic treatment plant septage, or sanitary sewer cleanout septage, or any combination of these.

“Septic Tank” means a watertight receptacle receiving sewage and having an inlet and outlet designed to permit the separation of suspended solids from sewage and to permit such retained solids to undergo decomposition therein.

“Service Connection” means the portion of the public sewer which extends either to or onto the parcel of land adjacent to the path of the public sewer, and includes the sewer main, tee/wye, valve, check valve, connector pipes, the sewer lead, the grinder pump system, electrical controls and connections at the electric meter (but not including the meter) and appurtenances, but not including the building sewer.

“Severe Property Damage” means substantial physical damage to property, or damage to treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean an economic loss caused by delays in production.

“Sewage.” See “wastewater.”

“Sewer” means any pipe, tile, tube or conduit for carrying wastewater or drainage water.

“Sewer Lead” means that portion of the service connection which connects to the sewer main located in the public right-of-way and extends to the property line.

“Sewer Service Charge” means the sum of the applicable connection fee, inspection fee, User charge, surcharges and debt service charges.

“Shall” is mandatory

“SIC” or **“Standard Industrial Classification Code”** means a classification pursuant to the Standard Industrial Classification Manual issued by the U.S. Office of Management and Budget.

“Significant Industrial User” or **“SIU”** means any Nondomestic User:

- A. Subject to categorical pretreatment standards; or
- B. Any other Nondomestic User that:
 - (1) discharges to the POTW an average of 25,000 gallons per day or more of process wastewater (excluding sanitary, non-contact cooling and boiler blow-down wastewater);

- (2) contributes a process waste stream that makes up 5% or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
- (3) is otherwise designated by the POTW as a significant industrial User on the basis that the User has a reasonable potential to adversely affect the operation of the POTW, to violate any pretreatment standard or requirement, or because the POTW determines that an Industrial User Permit for the User's discharge is required to meet the purposes and objectives of this Ordinance.

The POTW Manager may determine that a User that meets the criteria of Subsections (B)(1) and (B)(2) of this definition above is not currently a significant industrial User, if the Manager finds that the User has no reasonable potential to adversely affect the operation of the POTW, to violate any pretreatment standard or requirement, or that a Industrial User Permit is not required to meet the purposes and objectives of this Ordinance. A determination that a User is not a significant industrial User (or that a permit is therefore not required) shall not be binding and may be reversed by the Manager at any time based on changed circumstances, new information, or as otherwise determined necessary by the Manager to meet the purposes and objectives of this Ordinance.

“Single-Family Detached Residential Dwelling” means a stand-alone structure in which only 1 family is intended to reside and that is not attached to any other residential dwelling unit.

“Sludge” means accumulated solid material separated from liquid waste as a result of the wastewater treatment process.

“Slug” means any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge.

“State” means the State of Michigan. The term shall include, where applicable, any administrative agency of the State having jurisdiction in the subject matter of this Ordinance, including (but not limited to) the Michigan Department of Environmental Quality (DEQ).

“Storm Sewer” or **“Storm Drain”** means a sewer or drain, either natural or artificial, intended to carry storm water, snowmelt, and surface runoff and drainage, but not wastewater.

“Storm Water” means any flow (such as storm water runoff, snow melt runoff, and surface runoff and drainage) occurring during or following, and resulting from, any form of natural precipitation, and is that portion of flow in excess of that which infiltrates into the soil of the drainage area.

“Surcharge” means the additional charges made by the POTW for the treatment of wastewater containing pollutants in excess of specified concentrations, loadings or other applicable limits, or for other purposes specified by this Ordinance.

“Suspended Solids” (SS) or “Total Suspended Solids” (TSS) means solids that float on the surface of, or are suspended in, water, wastewater, or other liquids and which can be removed by laboratory filtering or other standard methods.

“Toxic Pollutant” means any pollutant or combination of pollutants that is or can potentially be harmful to the public health, the POTW, or the environment, including, without limitation, those listed in 40 CFR 401.15 as toxic under the provisions of the Clean Water Act, or listed in the Critical Materials Register promulgated by the Michigan Department of Environmental Quality, or as provided by local, state or federal laws, rules or regulations.

“Trucked or Hauled Waste or Pollutants.” Any waste proposed to be discharged to the POTW from a mobile source, including, without limitation, holding tank waste.

“Trunk Line” means the main sewer line located under any street or within any public right-of-way which collects and transmits the sewage of the various properties served by the sewer system.

“ug/l” means micrograms per liter.

“Upset” means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the User. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

“User” means any person who contributes, causes or permits the contribution, introduction or discharge of wastewater into the POTW, whether intentional or unintentional, and whether directly or indirectly.

“User Debt Retirement Charge” means the charge levied on all Users of the POTW for the cost of any bond debt of which debt repayment is to be met from the revenues of such works.

“User Operating & Maintenance Charge” means the charge levied on all Users of the POTW for the cost of operation and maintenance, including replacement and depreciation of such treatment works.

“**User Permit**” means an Industrial User Permit or a General User Permit.

“**Wastewater**” means the liquid and water-carried industrial or domestic waste from dwellings, commercial buildings, industrial facilities, and institutions (including, without limitation, contaminated groundwater and landfill leachate), whether treated or untreated, that is contributed, introduced or discharged into the POTW. The term includes any water that has in any way been used and degraded or physically or chemically altered.

“**Watercourse**” means a channel in which a flow of water occurs, either continuously or intermittently.

“**Waters of the State**” means all rivers, streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface, or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State of Michigan or any portion thereof, and as otherwise specified by applicable laws and regulations.

“**Waters of the United States**” means all waters as defined by 40 CFR 122.2 and as otherwise specified by applicable laws and regulations.

“**Wye Branch**” means a local service connection to the sewer that is made at an angle similar to a “Wye” so that a sewer cleaning rod will not come into the sewer at a right angle and penetrate the far side, but will travel down the course of the sewer.

ARTICLE 2 – USE OF PUBLIC SEWERS REQUIRED

Section 2.1. Unlawful Deposition

It shall be unlawful for any person to place, deposit or permit to be deposited, any human or animal excrement, garbage or other waste ordinarily regarded as wastewater, upon or below, the surface of public or private property within the jurisdiction of the Local Unit, except by discharging such wastewater into an approved connection to a public sanitary sewer where available or an approved private wastewater disposal system.

Section 2.2. Discharge Prohibited Without Required Approvals, Permits, and Treatment

Except as otherwise expressly permitted by local, state and federal laws and regulations, and subject to obtaining all required permits and approvals from governmental agencies (including, without limitation, the Local Unit, the County Agency, the Michigan Department of

Environmental Quality, and the U.S. EPA) and providing any required treatment, it shall be unlawful to discharge, or permit or cause to be discharged, either directly or indirectly:

- A. Polluted water, sewage or wastewater to any natural outlet within the Local Unit, to any waters of the State (or waters of the United States), or to any public sewer; or
- B. Unpolluted water of any kind, including, without limitation, storm water, surface water, groundwater, roof runoff, artesian well water, drainage water (surface or subsurface), industrial non-contact cooling water, air-conditioning water, swimming pool water, or industrial process waters to any sanitary sewer. Unpolluted water may be discharged only to a sewer that is specifically designated as a combined sewer or storm sewer or to a natural outlet, and only if all applicable permits and approvals have first been obtained from the POTW and other governmental bodies or agencies and only if not prohibited by applicable local, state or federal laws or regulations. If any person drains any unpolluted water from his property by means of conductors, eaves troughs, roof downspouts or otherwise, into a combined sewer, storm sewer, or natural outlet in violation of applicable laws or regulations or without securing the prior approval of the POTW, or into a sanitary sewer, the POTW shall order its disconnection at the property owner's expense, and if the property owner refuses to obey the order of the POTW, then the POTW shall disconnect the connection and the costs shall be charged to the property owner.

Section 2.3. Unlawful Construction

Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for disposal of sewage.

Section 2.4. Required Connection To Available Sanitary Sewer

The owner of any house, building, structure, premises, or property used for human occupancy, employment, recreation or other purposes, situated within the County and/or the Local Unit, and abutting on any street, alley or right-of-way, in which there is located, or may in the future be located, a public sewer or combined sewer within 300 feet of the property line, is hereby required, at the owner's expense, to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer, in accordance with the provisions of this Ordinance, when given official notice to do so, provided that such connection shall not be required to be made less than 6 months after the sewer is made available for connection thereto nor more than 18 months.

Section 2.5. Waste Discharge Prohibited Except Through Approved Sewer Connection

All discharges to a sewer shall be through an approved sewer connection or at another discharge point expressly approved by the POTW in accordance with this Ordinance. No person shall discharge any waste or other substances into a manhole, catch basin or inlet.

ARTICLE 3 – PRIVATE WASTEWATER DISPOSAL

Section 3.1. Private Treatment and Disposal Requirements

If a public sanitary or combined sewer is not available under the provisions of Article 2, the building sewer shall be connected to a private sewage disposal system complying with all requirements of the _____ County Health Department.

Section 3.2. Public Sewer Becomes Available

At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in Article 2, a direct connection shall be made to the public sewer in compliance with this Ordinance; and any septic tanks, cesspools and similar sewage disposal facilities shall be abandoned and filled with suitable material.

Section 3.3. Operation and Maintenance of Private Facilities

The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the Local Unit and/or the County Agency.

Section 3.4. Statement Regarding Public Health Requirements

No statement contained in this Article shall be construed to interfere with any additional requirements that may be imposed by the Michigan Department of Public Health or other governmental agencies.

Section 3.5. Private Wastewater Disposal Requirements

The type, capacities, location and layout of a private wastewater disposal system shall comply with all local, county, state, and federal requirements. No permit shall be issued for any private wastewater disposal systems employing subsurface soil absorption facilities where the area of the lot is less than determined necessary by the Local Unit and County or State health officials, as applicable. No septic tank, cesspool, subsurface disposal facility or other private sanitary sewer system shall be permitted to discharge to any public sewer or natural outlet.

ARTICLE 4 – CONDITIONS OF SERVICE

Section 4.1. Sewer Maintenance

At the time of original construction of the public sewer, the POTW shall install that portion of the building sewer from the public sewer to the lot or easement line off all occupied premises. The POTW shall maintain, at its expense, the public sewer. Those customers making connections at the time of original construction of the public sewer shall install, at their expense, that portion of the building sewer from said lot or easement line to their premises. The customer shall maintain, at his expense, the building sewer.

Section 4.2. Customer Connection Requirements

Those customers making connections subsequent to the time of original construction of the public sewer shall install, at their expense, that portion of the building sewer from the public sewer to the lot or easement line in addition to that portion of the building sewer from said lot or easement line to their premises.

Section 4.3. Disruption of Service

Neither the POTW nor the Local Unit shall be held responsible for claims made against it by reason of the breaking of any mains or service laterals, or by reason of any other interruption of the service caused by the breaking of machinery or stoppage for necessary repairs; and no person shall be entitled to damages nor have any portion of a payment refunded for any interruption.

Section 4.4. Service Inspections

The premises receiving sanitary sewer service shall, at all reasonable hours, be subject to inspection by duly authorized personnel of the POTW and/or the Local Unit.

ARTICLE 5 – BUILDING SEWERS AND CONNECTIONS

Section 5.1. Building Sewer Connection Permits

There shall be three classes of building sewer connection permits: (1) Residential, (2) Commercial, and (3) Industrial. In any case, the owner or the owner's agent shall make application on a special form furnished by the POTW. The connection permit application shall be supplemented by any plans, specifications or other information considered necessary and appropriate in the judgment of the POTW. The established CCIF and applicable local connection fees shall be paid to the POTW and the Local Unit, respectively, at the time the application is filed. Agents of the POTW, the Local Unit, Michigan Department of Environmental Quality, or

U.S. Environmental Protection Agency shall have the right to enter all properties for the purpose of inspecting and copying all records which are required to be kept pursuant to this Ordinance.

Section 5.2. Connection Costs

All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the owner. The owner or the person installing the building sewer for the owner shall indemnify the POTW and the Local Unit from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

Section 5.3. Multiple Buildings

A separate and independent building sewer shall be provided for every building, except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer. Other exceptions will be allowed only by special permission granted by the Inspector.

Section 5.4. Existing Building Sewers

Old building sewers or portions thereof may be used in connection with new buildings only when they are found, on examination and testing by the Inspector, to meet all requirements of this Ordinance.

Section 5.5. Pipe Materials

The building sewer shall be constructed of either of the following types of pipe meeting the current ASTM specifications:

- A. Plastic (PVC) ASTM D 3034-SDR 26

- C. Ductile Iron, ANSI/AWWA C151/A2.51-02

If installed in filled or unstable ground, the building sewer shall be of Ductile Iron as specified above, except that other types of pipe may be used if laid on a suitable improved bed or cradle as approved by the Inspector.

Section 5.6. Pipe Joints and Connections

All building sewer joints and connections shall be made gas tight and watertight and shall conform to the requirements of the current building and plumbing codes. The joints shall be of rubber ring, flexible compression type, similar and equal to joints specified for pipe. The joints and connections shall conform to the manufacturer's recommendations.

Section 5.7. Pipe Size and Slope

The size and slope of the building sewer shall be subject to the approval of the Inspector, but in no event shall the diameter be less than four inches. Minimum grade shall be as follows:

Residential Installation

6-inch pipe – 1/8" per foot or 1" per 8 feet (1%)

4-inch pipe – 1/4" per foot or 2" per 8 feet (2%)

Commercial Installation

6-inch pipe – .72" per 8 feet (.75%) or 1.5" per 16 feet

Section 5.8. Building Sewer Location

Whenever possible, the building sewer shall be brought to the buildings at an elevation below the basement floor. No building sewer shall be laid parallel to, or within three feet of, any bearing wall that might thereby be weakened. The depth shall be sufficient to afford protection from frost. All excavations required for the installation of a building sewer shall be open trench work unless otherwise approved by the Inspector. Pipe laying and backfill shall be performed in accordance with current ASTM specifications, except that no backfill shall be placed until the work has been inspected by the Inspector.

Section 5.9. Low Building Sewers

In all buildings in which any building sewer is too low to permit gravity flow to the public sewer, sanitary sewage carried by such drains shall be lifted by artificial means and discharged to the building sewer, subject to approval by the Inspector.

Section 5.10. Wye Branch Connection Designation

The connection of the building sewer into the public sewer shall be made at the wye branch designated for the property if such branch is available at a suitable location. Any connection not

made at the designated wye branch in the main sewer shall be made only as directed by the Inspector.

Section 5.11. Building Sewer Inspection

The applicant for the building sewer shall notify the Inspector when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the Inspector.

Section 5.12. Protection and Restoration

All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the GCWWSD and the Local Unit.

Section 5.13. Capacity Required

No connection to a public sewer will be required or allowed unless there is capacity available (in both wastewater volume and strength) in all downstream sewers, pump stations, interceptors, and force mains, including, but not limited to, adequate capacity to accept, treat and dispose of BOD, TSS, or similar materials as required by applicable local, state or federal laws, rules or regulations, as determined by the POTW.

Section 5.14. Pretreatment Of Any Discharge May Be Required

Pretreatment of any discharge to the public sewer, including, but not limited to, grease, oil, and sand interceptors, shall be provided when, in the opinion of the POTW Manager, they are necessary.

Section 5.15. Grease, Oil and Sand Interceptors

A grease, oil and sand interceptor (trap) shall be installed and maintained in continuously efficient operating condition at the expense of the property owner when, in the determination of the POTW Manager, an interceptor is necessary for the proper handling of liquid wastes containing grease in excessive amounts or any flammable waste, sand, or other harmful ingredient. An interceptor shall be required for every restaurant, fast food outlet, automotive repair shop or garage, car wash, or any other type of establishment or use as determined necessary by the POTW Manager. An interceptor shall not be required for a single-family detached residential or multiple-family residential dwelling unit when used solely for residential

living purposes. All interceptors shall be of a type and capacity approved by the POTW Manager, and shall be located so as to be readily and easily accessible for cleaning and inspection. Interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature, and shall be of substantial construction, watertight, and equipped with easily removable covers which when in place shall be gas-tight and watertight.

ARTICLE 6 – REGULATION OF DISCHARGES TO THE POTW

Section 6.1. Discharge Prohibitions

The general discharge prohibitions under Section 6.1(A) and the specific discharge prohibitions under Section 6.1(B) apply to every User whether or not the User is subject to any other national, state or local pretreatment standards or requirements, and whether or not the discharge is made pursuant to a User Permit issued pursuant to this Ordinance.

- A. General Prohibitions. No User shall contribute or cause to be contributed, directly or indirectly to the POTW, any pollutant or wastewater that will pass through or interfere with the operation or performance of the POTW.
- B. Specific Prohibitions. No User shall discharge or contribute to the POTW, directly or indirectly, any of the pollutants, substances, or wastewater as provided by this Subsection. This Subsection sets forth the minimum requirements for a User’s discharges to the POTW. Additional or more restrictive requirements may be required of particular Users by a User Permit, or as otherwise authorized or required by this Ordinance or other applicable laws and regulations.

(1) Pollutants in concentrations that exceed the daily maximum or monthly average concentrations listed below in this Subsection:

(a) Discharges to Anthony Ragnone Treatment Plant:

<u>Parameter</u>	<u>IMC (mg/l)¹</u>	<u>Daily Max. (mg/l)¹</u>	<u>Monthly Avg. (mg/l)¹</u>
Arsenic	---	0.62	---
Cadmium	---	0.11	---
Chromium (T)	---	4.1	---
Copper	---	1.0	---
Cyanides (T)	0.22	---	---
Lead	---	1.8	---
Mercury	---	NQ ²	---

Molybdenum	---	1.7	---
Nickel	---	1.6	---
Selenium	---	0.23	---
Silver	---	0.16	---
Zinc	---	1.14	---
Acetone	60	---	---
Methyl Ethyl Ketone	105	---	---
Ammonia Nitrogen (NH ₃ as N)	---	100 ³	---
BOD ₅	---	1000 ⁴	---
Phosphorous (T)	---	100 ⁵	---
TSS	---	1000 ⁶	---
FOG	---	100 ⁷	---

Notes for Section 6.1(B)(1)(a) follow Section 6.1(B)(1)(c), below.

(b) Discharges to District 3 (Linden) Wastewater Treatment Plant:

<u>Parameter</u>	<u>IMC (mg/l)¹</u>	<u>Daily Max. (mg/l)¹</u>	<u>Monthly Avg. (mg/l)¹</u>
Arsenic	---	0.24	---
Cadmium	---	0.11	---
Chromium (T)	---	4.1	---
Copper	---	0.63	---
Cyanides (T)	0.22	---	---
Lead	---	1.8	---
Mercury	---	NQ ²	---
Molybdenum	---	0.32	---
Nickel	---	1.6	---
Selenium	---	0.23	---
Silver	---	0.11	---
Zinc	---	1.14	---
Acetone	60	---	---
Methyl Ethyl Ketone	105	---	---
Ammonia Nitrogen (NH ₃ as N)	---	100 ³	---
BOD ₅	---	1000 ⁴	---
Phosphorous	---	100 ⁵	---
TSS	---	1000 ⁶	---
FOG	---	100 ⁷	---

Notes for Section 6.1(B)(1)(b) follow Section 6.1(B)(1)(c), below.

(c) Discharges to District 7 (Argentine) Wastewater Sewage Lagoon:

<u>Parameter</u>	<u>IMC (mg/l)¹</u>	<u>Daily Max. (mg/l)¹</u>	<u>Monthly Avg. (mg/l)¹</u>
Arsenic	---	0.14	---
Cadmium	---	0.11	---
Chromium (T)	---	4.1	---
Copper	---	0.63	---
Cyanides (T)	0.22	---	---
Lead	---	0.33	---
Mercury	---	NQ ²	---
Molybdenum	---	0.18	---
Nickel	---	1.3	---
Selenium	---	0.23	---
Silver	---	0.11	---
Zinc	---	1.14	---
Acetone	60	---	---
Methyl Ethyl Ketone	105	---	---
Ammonia Nitrogen (NH ₃ as N)	---	43 ³	---
BOD ₅	---	860 ⁴	---
Phosphorous	---	23 ⁵	---
TSS	---	540 ⁶	---
FOG	---	100 ⁷	---

Notes applicable to Sections 6.1(B)(1)(a), (b) and (c), above, are as follows:

IMC = Instantaneous Maximum Concentration.

T = Total

1 Discharges which contain more than one pollutant which may contribute to fume toxicity shall be subject to more restrictive limitations, as determined necessary by the POTW. The more restrictive discharge limits will be calculated based on the additive fume toxicity of all compounds identified or reasonably expected to be present in the discharge, including, without limitation, the specific compounds, if any, listed in Section 6.1.B of this Ordinance.

2 NQ = Non-quantifiable concentration, defined as at or above the quantification level of 0.2 ug/l using U.S. EPA Method 245.1 (or at or above other quantification levels applicable under alternative test methods required by the POTW or by other applicable laws or regulations). Mercury sampling procedures, preservation and handling, and analytical protocol for compliance monitoring of a User's discharge shall be in accordance with U.S. EPA method 245.1, unless the POTW Manager requires U.S. EPA Method 1631 (or other appropriate method). The quantification level shall be 0.2 ug/l for

Method 245.1 or 0.5 ng/l for Method 1631, unless higher levels are approved by the POTW Manager because of sample matrix interference.

3. *Any discharge of ammonia nitrogen in excess of 20 mg/l shall be subject to surcharge as provided by this Ordinance.*
4. *Any discharge of BOD in excess of 250 mg/l shall be subject to surcharge as provided by this Ordinance.*
5. *Any discharge of phosphorous (T) in excess of 20 mg/l shall be subject to surcharge as provided by this Ordinance.*
6. *Any discharge of TSS in excess of 300 mg/l shall be subject to surcharge as provided by this Ordinance.*
7. *Any discharge of FOG in excess of 100 mg/l shall be subject to surcharge as provided by this Ordinance.*

The IMC, daily maximum, and monthly average limits listed above in this Section 6.1(B)(1) (or as listed elsewhere in this Ordinance or in any User Permit or Order) for each pollutant parameter are the concentrations which may not be exceeded and at which enforcement begins. The surcharge threshold concentrations as specified in notes 3 through 7 (above) are the concentrations above which surcharges may be imposed. Discharges exceeding the surcharge thresholds, but which are less than the IMC, daily maximum, and monthly average limits (and which do not violate any other applicable prohibitions, limitations, standards, or requirements), are not violations of this Ordinance, but are subject to surcharges as provided by this Ordinance. All violations of applicable discharge prohibitions and limitations and all instances of noncompliance with applicable discharge requirements constitute a violation of this Ordinance, subject to applicable fines, penalties and other enforcement actions. In no event shall the imposition of a surcharge for a discharge which does not meet the applicable prohibitions, limitations or requirements be construed as authorizing the illegal discharge or otherwise excuse a violation of this Ordinance.

- (2) For any discharge that would otherwise be prohibited by Section 6.1(B)(1), above, the POTW may impose a Specific Alternative Limit (SAL) for all or any portion of the discharge (or for all or any pollutant parameter thereof) pursuant to a User Permit or by POTW order. Each SAL must be approved in advance by the POTW Manager. The following conditions and requirements shall apply to all SALs:
 - (a) The POTW shall not be required to approve or require a SAL, but may do so at its sole discretion. The POTW may terminate or modify the SAL, and/or require compliance with different or additional discharge standards or requirements as determined necessary or appropriate at any time.

- (b) A SAL shall not create any property rights or privilege of any kind whatsoever, nor shall it be construed to authorize any injury to private or public property or any invasion of personal rights, nor any violation of local, state or federal laws or regulations.
- (c) A SAL may include any terms, conditions or requirements determined necessary and appropriate by the POTW Manager, including, but not limited to, terms, conditions and requirements regarding sampling, analysis, fees, reimbursement, surety, indemnification, and insurance.
- (d) The POTW shall establish each SAL based on an allocation of the amount of remaining available loading from the POTW's Maximum Allowable Industrial Loading (MAIL) for a given pollutant at the time when the SAL is approved and assigned. Each SAL may also be subject to a maximum (not-to-exceed) concentration as determined necessary by the POTW to protect the receiving sewer, the POTW, public health and safety, the environment, or to otherwise achieve the purposes, objectives and requirements of this Ordinance. The MAILs and not-to-exceed concentrations for pollutants of concern are set forth in Section 6.1(B)(2) (f) and (g), below. All SAL allocations shall be in the amounts, and subject to the terms, conditions and requirements, as deemed necessary and appropriate by the POTW.
- (e) Violation of any SAL (or of any of the terms, conditions or requirements of a SAL) shall be a violation of this Ordinance and subject to applicable fines, penalties, and other enforcement actions.
- (f) The total mass of a pollutant of concern allocated to septage wastes, trucked wastes, and all other Nondomestic Users (and taking into account all SALs that have been assigned by the POTW at the time), shall not exceed the following MAILs in the aggregate:

(i) Anthony Ragnone Treatment Plant:

<u>Parameter</u>	<u>Daily Max. (lbs./day)</u>
Arsenic	6.64
Cadmium	5.00
Chromium (T)	213
Copper	38.2

Cyanides (T)	3.84
Lead	56.1
Mercury	*
Molybdenum	13.3
Nickel	39.1
Selenium	2.27
Silver	4.91
Zinc	95.1
Acetone	1230
Methyl Ethyl Ketone	2500
Ammonia Nitrogen (NH ₃ as N)	1720
BOD ₅	17700
Phosphorous (T)	1540
TSS	17200
FOG	1100

Notes: The notes for Section 6.1(B)(2)(f)(i) follow Section 6.1(B)(2)(f)(iii), below.

(ii) District 3 (Linden) Wastewater Treatment Plant:

<u>Parameter</u>	<u>Daily Max. (lbs./day)</u>
Arsenic	0.321
Cadmium	0.309
Chromium (T)	7.26
Copper	1.80
Cyanides (T)	0.529
Lead	3.42
Mercury	*
Molybdenum	0.406
Nickel	2.36
Selenium	0.316
Silver	0.124
Zinc	13.2
Acetone	224
Methyl Ethyl Ketone	293

Ammonia Nitrogen	
(NH ₃ as N)	1480
BOD ₅	6880
Phosphorous	231
TSS	10200
FOG	1750

Notes: The notes for Section 6.1(B)(2)(f)(ii) follow Section 6.1(B)(2)(f)(iii), below.

(iii) District 7 (Argentine) Wastewater Sewage Lagoon:

<u>Parameter</u>	<u>Daily Max. (lbs./day)</u>
Arsenic	0.0247
Cadmium	0.0377
Chromium (T)	1.99
Copper	1.24
Cyanides (T)	0.174
Lead	0.0581
Mercury	*
Molybdenum	0.0318
Nickel	0.236
Selenium	0.125
Silver	0.751
Zinc	3.32
Acetone	121
Methyl Ethyl Ketone	108
Ammonia Nitrogen	
(NH ₃ as N)	17.6
BOD ₅	230
Phosphorous	6.18
TSS	143
FOG	78.2

Notes for Sections 6.1(B)(2)(f)(i), (ii), and (iii), above, are as follows:

T = Total

* The mercury MAIL shall be determined by the MDEQ's Level Currently

Achievable (LCA) for mercury currently in effect, as follows:

<u>LCA, mg/L</u>	<u>MAIL, lb/day</u>
0.000010	3.01×10^{-2}
0.000005	1.29×10^{-2}
0.0000025	4.34×10^{-3}
0.0000013	2.16×10^{-4}

The LCA is established by the MDEQ as part of its U.S. EPA-approved Mercury Permitting Strategy. However, the POTW Manager, at the POTW Manager's discretion, may apply a lower MAIL such as in association with the County's Mercury Minimization Program.

- (g) SALs shall not exceed Federal standards applicable to categorical industries; nor shall any SAL exceed the following maximum concentrations, and subject to any other local, state and federal standards and requirements:

<u>Parameter</u>	<u>IMC (mg/L)¹</u>
Arsenic	---
Cadmium	---
Chromium (T)	---
Copper	---
Cyanides (T)	2.0
Lead	---
Mercury	0.020
Molybdenum	---
Nickel	---
Selenium	---
Silver	---
Zinc	---
Acetone	1300
Methyl Ethyl Ketone	270
Ammonia Nitrogen (NH ₃ as N)	--- ²
BOD ₅	--- ²
Phosphorous (T)	--- ²
TSS	--- ²
FOG	500 ²

Notes:

T = Total

IMC = Instantaneous Maximum Concentration.

- 1 Discharges which contain two or more pollutants that contribute to fire/explosion potential or fume toxicity may be subject to more restrictive IMCs, as determined to be necessary by the POTW Manager. The corresponding concentrations will be calculated based on the additive effects of all compounds identified or reasonably expected to be present in the discharge.*
 - 2 Subject to application of applicable surcharge thresholds and payment of surcharges as provided by Section 6.1(B)(1).*
- (3) Pollutants in concentrations that exceed the instantaneous maximum, daily maximum or monthly average concentrations listed below in this Subsection:

Parameter:

PCBs: The instantaneous maximum concentration, daily maximum and monthly average discharge limit for PCBs is non-detect. Except as otherwise required by the POTW Manager, compliance with this limit shall be determined as follows:

A compliance limit of “non-detect” shall be used for instantaneous maximum concentration, daily maximum and monthly average. Any discharge of PCBs at or above the quantification level is a specific violation of this Ordinance.

PCB sampling procedures, preservation and handling, and analytical protocol for compliance monitoring of a User’s discharge shall be in accordance with U.S. EPA method 608. The quantification level shall be 0.1 ug/l, unless higher levels are determined appropriate by the POTW Manager because of sample matrix interference. Total PCBs shall be defined as the sum of the Aroclors 1016, 1221, 1232, 1242, 1248, 1254 and 1260. In addition, any detected Aroclor-specific measurements shall be reported.

- (4) Any liquid, solid, gas or other pollutant (including, but not limited to, gasoline, benzene, naphtha, fuel or fuel oil) which by reason of its nature or quantity is sufficient either alone or by interaction with other substances to create a fire or explosion hazard or be injurious in any other way to persons, the POTW, or to the operation of the sewerage system, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140° F or 60° C using test methods specified in 40 CFR 261.21.
- (5) Pollutants that may cause corrosive structural damage to the POTW, or that due to their corrosive properties are capable of causing injury to persons or POTW

personnel or harm to fish, animals or the environment. Discharges that have a pH lower than 6.5 or greater than 9.5 shall not be discharged.

- (6) Any solid, insoluble or viscous substance in concentrations or quantities which may cause obstruction to the flow in the POTW, may create an encumbrance to the POTW operations, or which otherwise may result in interference, including, but not limited to, grease, animal entrails or tissues, bones, hair, hides or fleshings, whole blood, feathers, ashes, cinders, sand, cement, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, strings, fibers, spent grains, spent hops, wastepaper, wood, plastics, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes or tumbling and deburring stones.
- (7) Any pollutant, including, but not limited to, oxygen demanding pollutants (BOD, etc.), released at a flow rate and/or pollutant concentration that may cause pass through or interference with the POTW or constitute a slug load, or is otherwise discharged to the POTW in excessive amounts.
- (8) Wastewater (or vapor) having a temperature that will inhibit biological activity in the POTW resulting in interference, or heat in such quantities that the temperature at the POTW treatment plant exceeds 104° Fahrenheit (40° C). No discharge to the POTW shall have a temperature less than 32° Fahrenheit (0° C) or greater than 150° Fahrenheit (65.7° C), unless approved in advance by the POTW Manager.
- (9) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through.
- (10) Pollutants that result in the presence of toxic gases, vapors or fumes within the POTW in a quantity that may cause acute worker health and safety problems. This prohibition includes, but is not limited to, wastewaters which contain liquids, solids or gases that cause gases, vapors or fumes from the discharge to exceed 10% of the immediately dangerous to life and health (IDLH) concentration. Discharges which contain more than one pollutant which may contribute to fume toxicity shall be subject to more restrictive limitations, as determined necessary by the POTW. The more restrictive discharge limits shall be calculated based on the additive fume toxicity of all compounds identified or reasonably expected to be present in the discharge.

- (11) Trucked or hauled pollutants, except those introduced into the system at discharge points designated by the POTW, subject to the prior approval of the POTW Manager and prior issuance of a User Permit.
- (a) The POTW Manager shall determine whether to allow the discharge of trucked or hauled pollutants based on the particular nature, character or quantity of the proposed discharge in accordance with the discharge prohibitions, limitations and requirements provided by this Article.
 - (b) The POTW Manager may impose any conditions on the discharge determined necessary to ensure compliance with this Article, including, without limitation, conditions regarding the time, place, and manner of discharge, restrictions on the quantity and quality of the discharge, and sampling requirements.
 - (c) The discharge shall not commence without prior notice to, and authorization from, the POTW Manager, and a representative of the POTW shall be present at all times during the discharge.
 - (d) All trucked or hauled wastes to be discharged to the POTW must be accompanied by a completed waste manifest form signed by the permittee and the hauler as provided by the minimum requirements of this Section. The permittee shall certify in writing on the manifest as to the source of all wastes in the load proposed to be discharged and that the wastes have been pretreated as required by applicable pretreatment standards and requirements. The hauler shall certify in writing on the manifest that no wastes other than those listed on the manifest have been accepted by the hauler. The manifest must be reviewed by the POTW Manager prior to commencing discharge of the load. Failure to accurately record every load, falsification of data, or failure to transmit the form to the POTW Manager for review prior to discharge shall constitute a violation of the permit and may result in revocation of the permit and/or the imposition of fines and penalties as provided by this Article.
 - (e) The permittee's discharge of hauled wastes shall be subject to sampling by the POTW at any time, including, without limitation, prior to and during discharge. The POTW Manager may require the permittee to refrain from, or suspend, discharging until the sample analysis is complete.

- (f) Trucked or hauled pollutants will be accepted only if transported to the POTW in compliance with state and federal hazardous waste and liquid industrial waste laws.
 - (g) Each discharge of trucked or hauled pollutants will be accepted only after payment to the POTW of a trucked or hauled pollutant discharge fee to cover the POTW's administrative expenses and any additional treatment, handling or inspection expenses incurred by the POTW in connection with the discharge. The fee shall be established, paid, and collected as provided for IPP fees by Article 21. This discharge fee shall be in addition to any sewer rates, fees, charges, or surcharges otherwise required by this Ordinance.
 - (h) Prior to accepting a proposed discharge of trucked or hauled pollutants, the POTW may be required to evaluate the capacity of the POTW to accept such wastes by means, including, but not limited to, a headworks analysis or treatability study, as determined necessary by the POTW. All such evaluation and analysis shall be at the sole cost of the User proposing the discharge and shall be paid in full by the User whether or not the discharge of the trucked or hauled pollutants is ultimately approved by the POTW. The POTW may require the User to post a deposit or other form of surety, as determined sufficient and appropriate by the POTW, to ensure payment by the User of all such costs.
- (12) Wastewater with objectionable color or light absorbency characteristics that may interfere with treatment processes or analytical determinations, including, without limitation, dye wastes and vegetable tanning solutions.
 - (13) Any garbage or other solid material that has not been properly shredded.
 - (14) Solvent extractibles, including, without limitation, oil, grease, wax, or fat, whether emulsified or not, in excess of applicable local limits; or other substances that may solidify or become viscous (with a viscosity of 110% of water) at temperatures between 32° Fahrenheit and 150° Fahrenheit in amounts that may cause obstruction to the flow in sewers or other interference with the operation of the POTW.
 - (15) Soluble substances in a concentration that may increase the viscosity to greater than 10% over the viscosity of the water or in amounts that will cause obstruction to the flow in the POTW resulting in interference.

- (16) Any substance which exerts or causes a high or unusual concentration of inert suspended solids, including, but not limited to, lime slurries, diatomaceous earth and lime residues.
- (17) Any wastewater which contains suspended solids of such character, quantity or concentration that special attention is required, or additional expense incurred, to process such materials at the POTW.
- (18) Any substance which exerts or causes a high or unusual concentration of dissolved solids, including, but not limited to, sodium chloride or sodium sulfate.
- (19) Noxious or malodorous liquids, gases, or solids that either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.
- (20) Any radioactive wastes or isotopes of a half-life or concentration that may exceed limits established by applicable state or federal laws, rules or regulations.
- (21) Any pollutant that results in excess foaming during the treatment process. Excess foaming is any foam that, in the opinion of the POTW Manager, may interfere with the treatment process.
- (22) Wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the POTW, or to exceed the limitation set forth in a categorical pretreatment standard.
- (23) Any hazardous waste as defined by this Ordinance.
- (24) Any medical or infectious wastes, as defined by the Michigan Department of Environmental Quality.
- (25) Any substance that may cause the POTW's effluent or any other product of the POTW such as residues, sludges, or scums, to be unsuitable for reclamation, reuse or disposal, or otherwise interfere with the reclamation, reuse, or disposal process. In no case shall a substance discharged to the POTW cause the POTW to be in non-compliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act; under the Solid Waste Disposal Act

(SWDA) (including Title II, more commonly referred to as RCRA, and including State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the SWDA); the Clean Air Act; the Toxic Substances Control Act; the Marine Protection, Research, and Sanctuaries Act; or any more stringent state or local regulations, as applicable.

- (26) Any unpolluted water, non-contact cooling water, storm water, surface water, groundwater, roof runoff or subsurface drainage (except to a storm sewer or a combined sewer as authorized by this Ordinance and other applicable laws and regulations and subject to the prior approval of the POTW Manager).
- (27) Any contaminated groundwater or landfill leachate determined by the POTW to have a reasonable potential to adversely affect the operation of the POTW, to result in pass through or interference, or to violate any pretreatment standard or requirement.
- (28) Any substance that will cause the POTW to violate its NPDES permit, the receiving water quality standards, or associated local, state or federal laws, rules or regulations.
- (29) Any substance which causes a high chlorine demand, including, but not limited to, nitrite, cyanide, thiocyanate, sulfite and thiosulfate.
- (30) Any wastewater which exceeds applicable categorical pretreatment standards, requirements or limits prescribed by local, state or federal laws, rules or regulations.
- (31) Any compatible or incompatible pollutant in excess of the allowed limits as determined by applicable local, state or federal laws, rules or regulations.
- (32) Any sludge, precipitate or waste resulting from any industrial or commercial treatment or pretreatment of any person's wastewater or air pollutants.
- (33) Residue (total on evaporation) in an amount that will cause obstruction to the flow in the POTW resulting in interference.
- (34) Water or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment to only such degree that the sewage treatment plant effluent cannot meet

the requirements of other agencies having jurisdiction over discharge to the receiving waters.

- (35) Any pollutant, substance, or wastewater that, either directly or indirectly, and either singly or by interaction with other pollutants, has a reasonable potential to:
- (a) create a chemical reaction with any materials of construction to impair the strength or durability of sewer structures;
 - (b) cause a mechanical action that will damage or destroy sewer structures;
 - (c) impede or restrict the hydraulic capacity of the POTW;
 - (d) interfere with normal inspection or maintenance of sewer structures;
 - (e) place unusual demands upon the wastewater treatment equipment or processes by biological, chemical or physical means; or
 - (f) cause a hazard to human life or create a public nuisance.

C. Pollutant Reduction Plans. If determined necessary by the POTW Manager to prevent interference or pass through, to protect the POTW, to comply with applicable federal or state laws or regulations, to comply with the POTW's NPDES permit, or to otherwise meet the purposes and objectives of this Ordinance, any User determined by the POTW Manager to have a reasonable potential to discharge any regulated pollutant (including, but not limited to, mercury or PCBs) to the POTW may be required to develop, submit for approval, and implement a Reduction Plan ("RP") for the pollutant, as provided by this Section. The RP may be imposed as a condition to a User Permit, or may be required independently and even if a User Permit has not been issued to the User.

- (1) At a minimum, the RP shall contain such requirements and conditions, as determined necessary by the POTW Manager to ensure that the pollutant reduction efforts will be effective in achieving the goals of this Ordinance (including, but not limited to, requirements and conditions regarding User source identification; best management practices; schedules of compliance; monitoring, sampling and analysis; reporting; treatment system for removal of the pollutant from the discharged wastewater; written procedures for disposal of contaminated wastes and wastewater; employee training, and on-going employee training requirements regarding pollutant related issues; elimination, if feasible, of any

purchased materials containing the pollutant; and any other elements determined necessary and appropriate under the circumstances by the POTW Manager).

- (2) The goal of an RP shall be to maintain the amount of one or more pollutants or substances at or below the applicable discharge limits or levels, or such other goals as required by the POTW. The POTW Manager may, in the POTW Manager's discretion, consider cost-effectiveness during the development and implementation of an RP.
- (3) The POTW Manager may require any User to submit an RP that describes the control strategy designed to proceed toward achievement of the specified goal and shall at a minimum include, but shall not be limited to, all of the following as determined necessary by the POTW Manager on a case-by-case basis:
 - a. Periodic monitoring for the pollutant in the User's discharge.
 - b. Periodic monitoring of the potential sources of the pollutant in the User's discharge.
 - c. A commitment by the User that reasonable control measures and/or best management practices will be implemented when sources of the pollutant are discovered. Factors to be considered by the POTW may include the following:
 - (i) Significance of sources.
 - (ii) Economic considerations.
 - (iii) Technical and treatability considerations.
 - (iv) Such other factors as determined appropriate by the POTW Manager.
 - d. An annual status report. The report shall be sent by the User to the POTW and shall include, at a minimum, all of the following:
 - (i) All RP monitoring results for the previous year.
 - (ii) A list of potential sources of the pollutant in the User's discharge.
 - (iii) A summary of all actions taken by the User to reduce or eliminate the identified sources of the pollutant or substance.
- (4) As determined necessary by the POTW Manager, the Manager may require a User to develop, submit and implement an RP for any pollutant or substance

regulated by this Ordinance. The POTW Manager may also modify an approved RP at any time as determined necessary by the POTW Manager to meet the goals and objectives of this Ordinance.

- (5) Failure to submit an approvable RP within the specified deadlines or to fully and timely comply with any condition or requirement of an approved RP shall constitute a violation of this Ordinance, subject to the fine, penalty, and other enforcement provisions of this Ordinance.
- (6) Holding enforcement action in abeyance. If the effluent sample analysis results of a User's discharge exceeds the applicable discharge limit, detection level, or quantification level for a pollutant, the POTW Manager may, in the POTW Manager's sole discretion, nevertheless allow that discharge to continue and may hold any enforcement action regarding the prohibited discharge in abeyance, subject to the terms, conditions, and requirements of this subsection 6.1(C)(6), as follows:
 - a. If an approved RP is already in place: If effluent sample analysis results exceeds the applicable discharge limit, detection level, or quantification level for a pollutant for which an approved RP is already in place, then the POTW Manager may, in the POTW Manager's sole discretion, nevertheless allow that discharge to continue and may hold any enforcement action regarding the prohibited discharge in abeyance for the period that the sample represents if the RP (and all terms, conditions and requirements thereof) is being fully and continually performed in good faith by the User, as determined by the POTW Manager, and subject to all of the requirements and conditions of subsection 6.1(C)(6)(c).
 - b. If an approved RP is not already in place: If effluent sample analysis results exceeds the applicable discharge limit, detection level, or quantification level for a pollutant for which an approved RP is not already in place, then the POTW Manager may, in the POTW Manager's sole discretion, nevertheless allow that discharge to continue and may hold any enforcement regarding the prohibited discharge in abeyance, subject to all of the requirements and conditions of subsection 6.1(C)(6)(c), and provided further as follows: The User with the non-compliant discharge shall develop and implement an RP approved by the POTW Manager to minimize the User's discharges of the pollutant in question to the POTW. The RP shall meet all of the requirements of this Section 6.1(C).

- c. The following requirements and conditions shall apply to any situation under this subsection 6.1(C)(6) in which an enforcement action is held in abeyance as provided by this subsection (regardless of whether or not an RP was in place at the time of the non-compliance):
- (i) The User with the non-compliant discharge shall have a POTW-accessible point for monitoring all discharges from the User to the POTW, as approved by the POTW. All costs and expenses for and related to the installation and maintenance of this monitoring point and any required sampling devices shall be paid for solely by the User.
 - (ii) The User with the non-compliant discharge shall routinely self-monitor its discharges to the POTW for the pollutant in question using the sampling methods, procedures, preservation and handling, and analytical protocol required by the POTW Manager and at the frequency specified by the POTW Manager. All costs and expenses of this sampling and analysis shall be paid for solely by the User.
 - (iii) The POTW may collect any additional samples of the User's discharge as determined necessary by the POTW Manager, all costs and expenses to be paid for by the User.
 - (iv) If the User complies with all of the requirements and conditions for the RP as specified by the POTW Manager, and if the POTW Manager determines that all reasonable and cost-effective actions based on the economic, technical, and treatability considerations, including, but not limited to, all elements of the User's RP, have been, and continue to be, fully and satisfactorily implemented by the User, then the POTW may, in its discretion, hold enforcement action in abeyance and allow the User to continue the non-compliant discharge.
 - (v) Notwithstanding any provision of this subsection 6.1(C)(6) to the contrary, and regardless of whether a User fully complies with all requirements and conditions of this Section and/or of an approved RP, the POTW Manager shall have the unconditional right to prohibit and terminate any non-compliant discharge at any time and without prior notice, and to take any enforcement action in

response thereto, including any enforcement action that had previously been held in abeyance under this subsection 6.1(C)(6).

- (vi) Notwithstanding any provision of this subsection 6.1(C)(6) to the contrary, the POTW Manager shall not hold an enforcement action in abeyance as provided by this subsection unless the POTW Manager has first obtained approval from the MDEQ to do so for the specific pollutant parameter in question; provided that such prior approval shall not be required for discharges of mercury or PCBs.

Section 6.2. Pretreatment Standards and Requirements

- A. Compliance with applicable standards and requirements. The national categorical pretreatment standards as established for specific industries under 40 CFR chapter I, subchapter N are hereby made a part of the requirements of this Ordinance in accordance with federal and state laws and regulations, and are incorporated by reference as if fully set forth in this Ordinance. A User shall comply with all categorical pretreatment standards and any other pretreatment requirements established under the Act that are applicable to that User. A User shall also comply with all other applicable pretreatment standards and requirements established under this Ordinance or under state and federal laws and regulations.
- B. Deadlines for compliance. Compliance by existing sources with categorical pretreatment standards shall be within 3 years of the date the standard is effective unless a shorter compliance time is specified by 40 CFR chapter I, subchapter N. Existing sources that become industrial Users subsequent to promulgation of an applicable categorical pretreatment standard shall be considered existing industrial Users except where such sources meet the definition of “new source.” New sources shall install and have in operating condition, and shall start-up all pollution control equipment required to meet applicable pretreatment standards and requirements before beginning to discharge. Within the shortest feasible time (not to exceed 90 days), new sources must meet all applicable pretreatment standards and requirements.
- C. Alternative categorical limits. Categorical pretreatment standards shall apply to a User subject to categorical standards, unless an enforceable alternative limit to the corresponding national categorical standards is derived using any of the methods specified in MAC R 323.2313 (regarding removal credits, fundamentally different factor variances, net/gross calculations, equivalent mass per day limitations, and combined wastestream formula alternative limitations). The use of any alternative categorical limit

shall be subject to the prior approval of the POTW Manager. If local limits are more stringent than derived alternative categorical limits, the local limits shall control.

- D. Compliance with other applicable laws and regulations. Users of the POTW shall comply with all local, state and federal laws and regulations that may apply to their discharges to the POTW, including, but not limited to, Article II, Air Pollution Control, Part 55 of Act 451 of the Public Acts of Michigan of 1994 (the Natural Resources and Environmental Protection Act).

Section 6.3. Right of Revision

The POTW reserves the right to establish more restrictive prohibitions, limitations and requirements for discharges to the POTW to prevent interference or pass through, to protect the POTW, to comply with applicable federal or state laws or regulations, to comply with the POTW's NPDES permit, or as otherwise determined necessary by the POTW Manager.

Section 6.4. POTW's Right To Refuse or Condition Discharge

The POTW may refuse to accept, or may condition its acceptance of, all or any portion of any proposed or existing discharge to the POTW from any person, regardless of whether or not a User Permit has been issued for the discharge, if the POTW Manager determines that the discharge has a reasonable potential to: adversely affect the operation of the POTW; result in pass through or interference; violate any pretreatment standard or requirement; cause the POTW to violate its NPDES permit; or if the impacts of the discharge on the POTW or the POTW's discharge are uncertain or unknown (because, for example, no local limits or headworks analysis has been conducted for particular pollutants in the discharge). If the POTW Manager denies any person permission to commence or continue all or any portion of a discharge to the POTW, the person shall refrain from commencing to discharge or shall immediately terminate the discharge to the POTW and shall not thereafter recommence discharge without written authorization from the POTW Manager. Similarly, if the POTW Manager denies any person permission to commence or continue all or any portion of a discharge to the POTW except subject to conditions determined necessary and appropriate by the POTW Manager, the person shall refrain from commencing or continuing the discharge except in full compliance with those conditions. This includes, but is not limited to, the POTW's right to revise or revoke User Permits; and to require a Local Unit to revise the Local Unit's ordinance consistent with any revisions made by the County to this Ordinance, as a condition to discharge.

Section 6.5. Most Restrictive Standards and Requirements Apply

Notwithstanding any provision of this Ordinance to the contrary, the most stringent or restrictive standard or requirement applicable to a User's discharge shall control, whether established by this Ordinance, by any notice, order, permit, decision or determination promulgated, issued or made by the POTW under this Ordinance, by state laws or regulations, including the POTW's NPDES permit, or by federal laws or regulations. Further, if state or federal laws or regulations provide for standards and requirements not covered by this Ordinance that are otherwise applicable to a User's discharge, those standards and requirements shall apply to the User in addition to those required by this Ordinance, and the most restrictive of those additional standards or requirements shall control and shall be complied with by the User within the time period required by the law or regulation.

Section 6.6. Dilution Prohibited as Substitute for Treatment

Unless expressly authorized to do so by an applicable pretreatment standard or requirement and subject to the prior approval of the POTW Manager, no User shall ever increase the use of process water, mix separate wastestreams, or in any other way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a federal, state or local standard, requirement or limitation. The POTW may impose mass limitations on Nondomestic Users that are using dilution to meet applicable pretreatment standards or requirements and in other cases where the imposition of mass limitations is appropriate. Combining a User's wastestream or modulating the release of pollutants upstream of the sampling point prior to the point of discharge into the public sewer shall not be construed as dilution, except as otherwise restricted by National Categorical Pretreatment Standards or requirements. No User intending to use dilution as a substitute for treatment shall do so without the prior approval of the POTW Manager consistent with the requirements of this Section.

ARTICLE 7 – USER PERMITS

Section 7.1. User Permit Required

- A. Industrial User Permits. It is unlawful for any significant industrial User (SIU), or any other User as determined necessary by the POTW Manager to carry out the purposes of this Ordinance, to discharge to the POTW without an Industrial User Permit as provided by this Article.

- B. General User Permits. The POTW Manager may require any User other than a SIU to obtain a General User Permit to discharge to the POTW, subject to such terms and

conditions as are determined necessary and appropriate by the POTW to achieve the purposes, policies and objectives of this Ordinance.

- (1) A General User Permit may contain, but shall not be required to contain, any of the terms and conditions that would apply to an Industrial User Permit issued to a SIU as provided by this Article to comply with the general and specific discharge prohibitions of this Ordinance, including, but not limited to, discharge limitations, and requirements regarding sampling and monitoring; pretreatment; pollution prevention, minimization or reductions plans; accidental discharge, spill prevention, and containment requirements; flow equalization; and implementation of best management practices or a best management practices plan.
 - (2) To the extent determined appropriate by the POTW Manager on a case-by-case basis, a General User Permit issued under this Subsection shall be subject to provisions otherwise applicable to permits for SIUs. However, all General User Permits shall be non-transferable, and are subject to the permit fee and permit appeals provisions of this Ordinance.
 - (3) It is unlawful for any User required by the POTW Manager to obtain a General User Permit to discharge to the POTW without a General User Permit as provided by this Article.
 - (4) Failure to comply with a General User Permit issued under this Subsection constitutes a violation of this Ordinance.
 - (5) In no case shall a General User Permit be construed to authorize the illegal discharge or otherwise excuse a violation of this Ordinance.
- C. Any violation of the terms or conditions of a User Permit is a violation of this Ordinance, subject to the fine, penalty, and other enforcement provisions of this Ordinance. Obtaining a User Permit shall not relieve a User of its obligation to obtain other permits or approvals that may be required by other local, state or federal laws or regulations.
- D. The issuance of a User Permit shall not convey to a User any property rights or privilege of any kind whatsoever, nor shall it be construed to authorize any injury to private or public property or any invasion of personal rights, nor any violation of local, state or federal laws or regulations.

Section 7.2. Determination of User status

- A. The POTW may require any User to submit information to the POTW for its use in determining whether the User's status, including, but not limited to, whether the User is a SIU, as well as to determine changes or the absence or inadequacy of changes in a User's facilities.
- B. The POTW shall notify a Nondomestic User of the POTW's belief that the User is, or may be, a SIU. Upon such notification, the User must complete and submit an application for an Industrial User Permit on a form furnished by the POTW. The failure of the POTW to so notify a Nondomestic User shall not relieve any SIU of the duty to obtain a permit as required by this Ordinance.
- C. Upon determination that User Permit is required, no connection to the POTW shall be made and no discharge thereto shall occur until a permit is duly issued; provided, however, that the POTW may at its discretion issue a written authorization in place of a permit, which authorization shall be valid for a period not to exceed 60 days.

Section 7.3. Permit Application Deadlines

Each User must file an application for a User Permit on the form provided by the POTW within the following deadlines:

- A. Existing SIUs: Any SIU discharging into the POTW as of the effective date of this Ordinance shall submit a completed permit application form to the POTW as provided by this Article within 60 days of being so directed and provided a form by the POTW.
- B. Proposed New SIUs: Any SIU proposing to commence (or recommence) discharging into the POTW after the effective date of this Ordinance shall, at least 90 days prior to the anticipated date on which discharging will commence, request a permit application form and submit the completed application to the POTW.
- C. Categorical Users Subject to New Standard: A User which becomes subject to a new or revised national categorical pretreatment standard, and which has not previously submitted an application for a permit as required herein, shall apply to the POTW for an Industrial User Permit within 90 days after the promulgation of the applicable national categorical pretreatment standard. The POTW may also initiate this action; however, the failure of the POTW so to do shall not relieve a User of its obligation to obtain a permit.

- D. Other Users: Any other User directed by the POTW to complete and submit a User Permit application shall do so within 60 days of being so directed by the POTW and provided a form by the POTW.

Section 7.4. Permit Application Requirements

All Users shall submit the information required by this Section on the User Permit application form supplied by the POTW (or attached thereto) at a level of detail and in units and terms as determined necessary by the POTW to adequately evaluate the application, accompanied by payment of a permit application review fee. A separate application and supporting documentation shall be submitted for each separate location for which a User Permit is required.

- A. The name, address, and location of the facility or premises from which discharge will be made, including the names of the owner(s) and operator(s) of the facility or premises.
- B. Corporate or individual name, federal employer identification number, address and telephone number of the applicant.
- C. Whether the User is a corporation, partnership, proprietorship, or other type of entity, and the name of the person(s) responsible for discharges by the User.
- D. Name and title of the local authorized representative of the User who will have the authority to bind the applicant financially and legally, and who is authorized by the applicant as its agent to accept service of legal process, and the address and telephone number of such representative.
- E. The Standard Industrial Classification (SIC) numbers of all processes at the location for which application is made, according to the Standard Industrial Classification Manual, as amended (or, if applicable, the North American Industrial Classification System (NAICS) designation).
- F. Actual or proposed wastewater constituents and characteristics for each parameter listed in the permit application, including, but not limited to, any pollutants that are limited or regulated by any federal, state, or local standards or requirements. The information provided for such parameters shall include all of the following:
- (1) Pollutants having numeric or narrative limitations as provided by this Ordinance.
 - (2) Pollutants limited by National Categorical Pretreatment Standards regulations for similar industries.

- (3) For each parameter, the expected or experienced maximum and average concentrations during a one year period shall be provided.
 - (4) For industries subject to National Categorical Pretreatment Standards or requirements, the data required shall be separately shown for each categorical process wastestream.
 - (5) Combined wastestreams proposed to be regulated by the combined wastestream formula shall be specified.
- G. For purposes of information required by the application, sampling and analysis shall be performed in accordance with the following: Procedures established by EPA pursuant to Section 304 (g) of the Act and as contained in 40 CFR 136, as amended. If 40 CFR 136 does not include a sampling or analytical technique for the pollutant in question, sampling and analysis shall be performed in accordance with the procedures in EPA publication "Sampling and Analysis Procedures for Screening of Industrial Effluents for Priority Pollutants," April 1977, and amendments or revisions thereto, or where appropriate and applicable, in accordance with any other sampling and analytic procedures approved by EPA.
- H. A listing and description of the following: plant activities, plant facilities, and plant processes on the premises for which the permit is being applied for. Processes which are subject to National Categorical Pretreatment Standards or requirements shall be so designated, and identification of which pollutants are associated with each process shall be stated.
- I. A listing of raw materials and chemicals that are either used in the manufacturing process or could yield the pollutants referred to in this Section. Any User claiming immunity from having to provide such information for reasons of national security shall furnish acceptable proof of such immunity.
- J. A statement containing information on the spill containment and prevention of Accidental/Spill Discharges program for each of the pollutants referred to in this Section. The information provided shall include the following:
- (1) The approximate average and maximum quantities of such substances kept on the premises in the form of the following: (a) raw materials; (b) chemicals; and/or (c) wastes therefrom; and

- (2) The containment capacity for each of the above items.

The following requirements apply for purposes of the spill containment and prevention statement required by this Subsection:

For raw materials, chemical solutions or waste materials that do not contain any substance on the Critical Materials Register promulgated by the Michigan Department of Environmental Quality, only substances which are in a form which could readily be carried into the sewerage system and which constitute a concentration of 5% or greater on a dry weight basis in the raw material, chemical solution or waste material are required to be included in the statement. Volumes of less than 55 gallons or the equivalent need not be included unless lesser quantities could cause interference or pass through to the sewerage system.

For raw materials, chemical solutions or waste materials that contain any amount of any substance on the Critical Materials Register promulgated by the Michigan Department of Environmental Quality, the statement shall include the name of the substance and the expected concentration so that the POTW Manager can determine whether or not it may constitute a threat to the POTW if a spill occurs.

- K. The name and address of each laboratory performing analytical work for the User submitting the application.
- L. A description of typical daily and weekly operating cycles for each process in terms of starting and ending times for each of the 7 days of the week.
- M. Average and maximum 24 hour wastewater flow rates, including daily, monthly and seasonal variations, if any; and a list of each national categorical process wastestream flow rate and the cooling water, sanitary water and storm water flow rates separately for each connection to the POTW, and list showing each combined wastestream.
- N. A drawing showing all sewer connections and sampling manholes by the size, location, elevation and points or places of discharges into the POTW;
- O. A flow schematic drawing showing which connections receive each national categorical process wastestream or other process wastestreams, and which connections receive storm water, sanitary water or cooling water;
- P. A schematic drawing showing which sewers handle each combined wastestream.

- Q. Each product produced by type, amount, process or processes and the rate of production as pertains to processes subject to production-based limits under national categorical standards or requirements shall be specified.
- R. Actual or proposed hours of operation of each pretreatment system for each production process.
- S. A description and schematic drawing showing each pretreatment facility, identifying whether each such facility is of the batch type or continuous process type.
- T. If other than potable water is used, identification of the User's source of intake water together with the types of usage and disposal method of each water source and the estimated wastewater volume from each source.
- U. A statement regarding whether the requirements of this Ordinance and the national categorical pretreatment standards and requirements are being met on a consistent basis; and if not, what additional operation and maintenance work and/or additional construction is required for the User to comply with applicable standards and requirements.
- V. A list of all environmental permits (and, if requested by the POTW Manager, a copy of any environmental permit) held by the User applicable to the premises for which the User Permit is being sought.
- W. Whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the User to meet all applicable federal, state and local pretreatment standards and requirements. If additional O&M or additional pretreatment will be required to meet the applicable standards and requirements, then the User shall indicate the shortest time schedule necessary to accomplish installation or adoption of the additional O&M and/or pretreatment. The completion date in this schedule shall not be longer than the compliance date established for the applicable pretreatment standard. The following conditions shall apply to this schedule:
- (1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable pretreatment standards (including, without limitation, hiring an engineer, completing preliminary plans, completing final plans, executing contracts for major components, commencing construction, completing construction, beginning

operation, and conducting routine operation). No increment referred to above shall exceed 9 months, nor shall the total compliance period exceed 18 months.

- (2) No later than 14 days following each date in the schedule and the final date for compliance, the User shall submit a progress report to the POTW including, at a minimum, whether or not it complied with the increment of progress, the reason for any delay, and if appropriate, the steps being taken by the User to return to the established schedule. In no event shall more than nine months elapse between submission of the progress reports to the POTW.
- X. Any other information determined necessary by the POTW to adequately evaluate the application. To the extent that actual data is not available for a new source, the applicant shall supply estimated or expected information.
- Y. All applications shall be signed and certified by an “authorized representative” of the User as defined by this Ordinance.

Section 7.5. Permit Issuance, Denial, or Determination that Permit not Required

- A. The POTW shall evaluate the application information furnished by a User and may require additional information as necessary to complete and properly review the application. No action shall be taken by the POTW on an application (and the 120 day review period as provided by this subsection shall not begin to run) until the application is determined to be complete by the POTW Manager. Within 120 days after the submission of a complete application (unless the POTW and the applicant agree to extend this time period), the POTW shall either issue a User Permit subject to terms and conditions provided by this Ordinance, deny the application, or determine that a permit is not required as provided by this Ordinance.
- B. A User Permit may be denied by the POTW:
- (1) If the POTW determines that the proposed discharge, or continued discharge, will not comply with all applicable standards and requirements of this Ordinance;
 - (2) If the User refuses, fails or declines to accept the terms and conditions of a permit as proposed to be issued by the POTW;
 - (3) For any reason that would support a suspension or revocation of the permit as provided by this Ordinance

- (4) If the POTW determines that the POTW cannot adequately or reasonably treat the User's discharge (due to insufficient capacity, the quality or quantity of the pollutants, available POTW resources etc.);
- (5) If the POTW is not satisfied that the User has not taken all reasonable steps to prevent, minimize or reduce pollutants in the User's discharge;
- (6) To prevent the discharge of pollutants into the POTW, singly or in combination with other pollutants, for which there is a reasonable potential, as determined by the POTW Manager, to:
 - (a) Not meet applicable pretreatment standards and requirements;
 - (b) Interfere with the operation of the POTW;
 - (c) Pass through the POTW into the receiving waters or the atmosphere;
 - (d) Inhibit or disrupt the POTW's processing, use, or disposal of sludge;
 - (e) Cause health or safety problems for POTW workers; or
 - (f) Result in a violation of the POTW's NPDES permit or of other applicable laws and regulations;
- (7) If the POTW determines that there is not, or will not be, sufficient capacity available (in both wastewater volume and strength) for a proposed discharge in all downstream sewers, pump stations, interceptors, and force mains, including, but not limited to, adequate capacity to accept, treat and dispose of BOD, TSS, or similar materials as required by applicable local, state or federal laws, rules or regulations; or
- (8) For any other reason determined by the POTW Manager as necessary and appropriate to protect the POTW or to meet the purposes and intent of this Ordinance.

Section 7.6. Permit Conditions

- A. User Permits shall be subject to all provisions of this Ordinance and all other applicable regulations, User charges, and fees established by the POTW. Further, User Permits

incorporate by reference all provisions, regulations and requirements of the Ordinance without setting them forth in full therein.

- B. Industrial User Permits shall at a minimum include all of the conditions required by MAC 323.2306(a)(iii). In addition, User Permits shall include any conditions determined reasonably necessary by the POTW Manager to prevent pass through or interference, to protect the quality of the receiving waters, to protect worker health and safety, to facilitate POTW sludge management and disposal, to protect ambient air quality, to protect against damage to the POTW, or to otherwise achieve the objectives of this Ordinance, including, but not limited to, the following:
- (1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization.
 - (2) Limits on the average and/or maximum concentration, mass, or other measure of identified wastewater constituents or properties.
 - (3) Requirements for installation of pretreatment technology or construction of appropriate containment devices, or similar requirements designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works.
 - (4) Development and implementation of spill control plans or other special conditions, including additional management practices necessary to adequately prevent accidental or unanticipated discharges.
 - (5) Requirements for installation, maintenance, repair, calibration and operation of inspection and sampling facilities and discharge flow monitors.
 - (6) Specifications for monitoring programs which shall include, but are not limited to, sampling locations, frequency of sampling, number, types, and standards for tests, and reporting schedules.
 - (7) Compliance schedules.
 - (8) Requirements for submission of technical reports or discharge reports.
 - (9) Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the POTW and affording the POTW access to those records.

- (10)) Requirements for notifying the POTW if self-monitoring indicates a violation as provided by Section 8.4 of this Ordinance, and for repeat sampling and analysis as provided by Section 9.6 of this Ordinance.
- (11) Requirements for notification of any new introductions of wastewater constituents or of any substantial change in the volume or character of the wastewater being introduced into the POTW, including listed or characteristic hazardous waste for which the User has submitted initial notification under MAC R 323.2310(15).
- (12) Requirements for the notification of any change in the manufacturing and/or pretreatment process used by the permittee.
- (13) Requirements for notification of accidental or slug discharges, or discharges that exceed a discharge prohibition.
- (14) Requirements for notification and need for prior approval from the POTW Manager for any proposed change in a sampling location.
- (15) A statement regarding limitations on transferability of the permit.
- (16) A statement of the duration of the permit.
- (17) A statement that compliance with the permit does not relieve the permittee of responsibility for compliance with all applicable pretreatment standards and requirements, including those that become effective during the term of the permit.
- (18) Requirements for a written certification signed by the permittee that acknowledges that the permittee has read and fully understands all terms and conditions of the permit; and acknowledges that the permittee accepts all of the terms and conditions of the permit as written and accepts full responsibility for complying with the permit as approved.
- (19) A statement of applicable civil and criminal penalties for violation of discharge limitations, pretreatment standards and requirements, and compliance schedules.
- (20) Requirements regarding development by a User of a pollutant prevention, minimization or reduction plan (e.g., for mercury or PCBs) or requirements regarding use of best management practices to control, contain, treat, prevent, or reduce the discharge of wastewater, pollutants or other substances to the POTW, or otherwise meet the purposes, policies and objectives of this Ordinance.

- (21) Other conditions as determined necessary by the POTW Manager to ensure compliance with this Ordinance and other applicable laws, rules and regulations.

If the POTW determines that a User is discharging substances of a quality, in a quantity, or in a location that may cause problems to the POTW or the receiving stream, the POTW has the authority to develop and enforce effluent limits applicable to the User's discharge.

Section 7.7. Permit Modifications

A User Permit may be modified by the POTW at any time and for any reason determined necessary by the POTW Manager to assure compliance with the requirements of this Ordinance and other applicable laws and regulations, including, without limitation, any of the following reasons:

- A. To incorporate any new or revised federal, state or local pretreatment standards or requirements, or other applicable requirement of law or regulation.
- B. Material or substantial changes or additions to the permittee's operations, processes, or the character or quality of discharge that were not considered in drafting or issuing the existing permit. It shall be the duty of a User to request an application form and to apply for a modification of the permit within 30 days of any such change(s). The POTW may modify a permit on its own initiative based on its findings or upon reasonable cause to believe that any such change(s) has occurred or threatens to occur.
- C. A change in any condition in the permittee's discharge, facility, production or operations, or in the POTW, that requires either a temporary or permanent reduction or elimination of the permittee's discharge to assure compliance with applicable laws, regulations or the POTW's NPDES permit.
- D. Information indicating that the permitted discharge poses a threat to collection or treatment systems; the POTW's processing, use, or disposal of sludge; POTW personnel; or the receiving waters.
- E. Violation of any terms or conditions of the User's permit.
- F. Misrepresentation or failure to disclose fully all relevant facts in the permit application or in any required report or notice.

- G. Revision of, or a grant of a variance from, applicable categorical standards pursuant to 40 CFR 403.13.
- H. To correct typographical or other errors in the permit.
- I. To reflect transfer of the facility ownership and/or operation to a new owner or operator.
- J. To add or revise a compliance schedule for the permittee.
- K. To reflect changes or revisions in the POTW's NPDES permit.
- L. To ensure POTW compliance with applicable sludge management requirements promulgated by EPA.
- M. To incorporate any new or revised requirements resulting from reevaluation of the POTW's local limits.
- N. To incorporate a request for modification by the permittee, as determined appropriate by the POTW and provided the request does not create a violation of any applicable requirement, standard, law, rule or regulation.

The permittee shall be informed of any changes in the permit at least 30 days prior to the effective date of the change, unless a shorter time is determined necessary by the POTW to meet applicable laws, to protect human health or the environment, or to facilitate an enforcement action.

Section 7.8. Permit Duration

- A. Industrial User Permits shall be issued for a specified time period, not to exceed 5 years, subject to modification, reissuance, suspension or revocation as provided by this Article. At the discretion of the POTW, an Industrial User Permit may be issued for a period less than 5 years and may be stated to expire on a specific date.
- B. General User Permits may be issued for any time period determined appropriate by the POTW Manager, subject to modification, reissuance, suspension or revocation as provided by this Article.

Section 7.9. Permit Reissuance

- A. To apply for reissuance of an existing User Permit, a User must submit a complete permit application to the POTW accompanied by payment of an application fee at least 90 days prior to the expiration of the User's existing permit. The application shall be submitted in a form prescribed by the POTW. It shall be the responsibility of the User to make a timely application for reissuance.
- B. All User Permits issued to a particular User are void upon the issuance of a new User Permit to that User.

Section 7.10. Continuation of Expired Permits

An expired User Permit will continue to be effective until the permit is reissued only if: (a) the User has submitted a complete permit application at least 90 days prior to the expiration date of the User's existing permit; and (b) the failure to reissue the permit, prior to expiration of the previous permit, is not due to any act or failure to act on the part of the User. In all other cases, discharge to the POTW following expiration of a permit is unlawful.

Section 7.11. Permit Suspension and Revocation

User Permits may be suspended or permanently revoked by the POTW for any reason determined necessary by the POTW to assure compliance with the requirements of this Ordinance, the POTW's NPDES permit, or other applicable laws and regulations, including, without limitation, any of the following reasons:

- A. Falsifying self-monitoring reports.
- B. Tampering with monitoring equipment.
- C. Failure to allow timely and reasonable access to the permittee's premises and records by representatives of the POTW for purposes authorized by this Ordinance, including, without limitation, inspection or monitoring.
- D. Failure to meet effluent limitations.
- E. Failure to pay fines or penalties.
- F. Failure to pay sewer charges.

- G. Failure to pay permit fees.
- H. Failure to meet compliance schedules.
- I. Failure to comply with any term or condition of the permit, an order, the requirements of this Ordinance, or any final judicial order entered with respect thereto.
- J. Failure to comply with any reporting or notice requirement.
- K. Failure to disclose fully all relevant facts in the permit application or during the permit issuance process, or misrepresentation of any relevant fact at any time.
- L. Failure to complete a wastewater survey or the User Permit application.
- M. As determined by the POTW, the discharge permitted by the permit has a reasonable potential to endanger human health or the environment and the threat can be abated only by suspension or revocation of the permit.

Upon suspension or revocation of a permit, a User shall immediately terminate its discharge to the POTW and shall not thereafter recommence discharge without further authorization from the POTW Manager as provided by this Ordinance. The POTW may reissue a revoked permit upon a showing satisfactory to the POTW Manager that the permittee has corrected the violation or condition that led to the revocation. A person who has had a permit revoked may apply for a new permit.

Section 7.12. Limitations on Permit Transfer

- A. A User Permit is issued to a specific User for discharge from a specific facility and operation and shall not be assigned or transferred or sold to a new or different owner, operator, User, discharger, facility or premises, or to a new or changed facility or operation, without the prior written approval of the POTW. If the transfer of a permit is approved, any succeeding transferee permittee must also comply with the terms and conditions of the existing permit. The POTW shall approve the transfer of a permit only if all of the following conditions are met:
 - (1) The transferor (permittee) shall give at least 30 days advance notice to the POTW of the proposed transfer of the permit (unless a shorter notice period is approved by the POTW in advance). The notice shall include a written certification signed by the proposed transferee that (a) states that the transferee has no present intent to change the facility's operations and processes; (b) identifies the specific date on

which the transfer is to occur; (c) acknowledges that the transferee has read and fully understands all terms and conditions of the permit; and (d) acknowledges that the transferee accepts all of the terms and conditions of the permit as written and accepts full responsibility for complying with the existing permit if the transfer is approved.

- (2) As of the date of the proposed transfer, there are no unpaid charges, fines, penalties or fees of any kind due to the POTW and/or the Local Unit from the transferor or the transferee related to use of the POTW.
 - (3) Except as to the identity of the new discharger (the transferee), the application materials for the permit to be transferred as originally filed by the transferor, as well as the terms and conditions of the permit itself, are completely accurate with respect to, and fully applicable to, the discharge, facilities, and activities of the transferee.
- B. If the transfer of a permit is approved, the POTW shall make the necessary minor modifications to the permit to show the transferee as the permittee, and a copy of the permit shall be provided to the transferee for signature and certification by the transferee as provided by Section 8.10 of this Ordinance. The transferor (permittee) shall remain liable for any discharges to the POTW from the facility (along with any other persons actually discharging from the facility to the POTW) until a transfer of the permit has been approved as provided by this Section.
- C. This Section is not intended to, and shall not be construed to, limit in any way the transfer of ownership of the property involved.
- D. Any attempt to transfer a User Permit that does not comply with the requirements of this Section renders the permit void as of the date of the invalid transfer.

Section 7.13. Duty to Provide Information

Users shall furnish to the POTW any available information that the POTW requests to determine whether cause exists for modifying, revoking and reissuing, or terminating a User Permit, to determine compliance with a permit, to determine whether a permit is required, or as otherwise determined necessary by the POTW. Users shall also, upon request, furnish to the POTW copies of any records required to be kept by a permit. The information and records requested by the POTW shall be provided by the User to the POTW within 24 hours of the request, unless an alternative time frame is specified by the POTW when making the request or unless the POTW allows additional time for the User to submit the requested information based on a showing by

the User of good cause for any delay. The User's failure to submit the requested information to the POTW within 24 hours (or within any alternate time period approved by the POTW as provided by this Section) shall constitute a violation of this Ordinance.

Section 7.14. Permit Appeals

Except as otherwise provided by this Section, an appeal to the POTW Board of Appeals of any final decision made by the POTW Manager in connection with issuing or implementing a User Permit shall be governed by Article 18 of this Ordinance. An appealing party must specify in its notice of appeal the action of the POTW being appealed and the grounds for the appeal. If a particular permit provision is objected to, the notice of appeal must specify the reasons for the objection, and the alternative provision, if any, sought to be placed in the permit. The effectiveness of a permit or any final decision made by the POTW Manager shall not be stayed pending a decision by the POTW Board of Appeals. If, after considering the record on appeal including any statements provided by the POTW in response to the appeal, the POTW Board of Appeals determines that a permit or any provision of a permit should be reconsidered, the Board shall remand the matter to the POTW Manager for further action as determined appropriate by the Board. Specific provisions of a permit that are remanded by the POTW Board of Appeals for reconsideration by the POTW Manager shall be stayed pending further final action taken by the POTW Manager as required by the decision of the Board. A decision of the POTW Board of Appeals not to remand any matter shall be considered final administrative action for purposes of judicial review.

Section 7.15. Permits Not Stayed

Except as otherwise expressly provided by Section 7.14, no action taken or request filed by any permittee shall operate to stay the effect of any permit or of any provision, term or condition of any permit, including, without limitation, a request for permit modification, reissuance, or transfer, or a notification of planned changes or anticipated noncompliance.

Section 7.16. Permit Fees

User Permit fees shall be established, paid and collected as provided by this Article and Article 21.

ARTICLE 8 – REPORTING AND NOTICE REQUIREMENTS

All Nondomestic Users (and any other User as required by the POTW Manager) shall comply with the minimum reporting and notice requirements provided by this Article, as follows:

Section 8.1. Reports By Nondomestic Users Regarding Categorical Pretreatment Standards and Requirements

- A. Baseline Monitoring Reports. Within 180 days after the effective date of a categorical pretreatment standard, or 180 days after the final administrative decision made upon a category determination submission under MAC R 323.2311(2) whichever is later, an existing Nondomestic User subject to the categorical pretreatment standards and that currently discharges or is scheduled to discharge to the POTW shall submit a report to the POTW as required by MAC R 323.2310(2). At least 90 days prior to commencement of discharge, new sources, and sources that become Nondomestic Users subsequent to the promulgation of an applicable categorical pretreatment standard shall submit the reports to the POTW as required by MAC R 323.2310(2). Any changes to the information required to be submitted by a Nondomestic User pursuant to MAC R 323.2310(2)(a) through (e) shall be submitted by the User to the POTW within 60 days of when the User becomes aware of the change.
- B. Reports on Compliance with Categorical Pretreatment Standard Deadline. Within 90 days following the date for final compliance with applicable categorical pretreatment standard or, in the case of a new source, following commencement of the discharge to the POTW, any Nondomestic User subject to categorical pretreatment standards and requirements shall submit the reports to the POTW required by MAC R 323.2310(3).
- C. Periodic Reports on Continued Compliance. Any Nondomestic User subject to a categorical pretreatment standard, after the compliance date of the categorical pretreatment standard, or, in the case of a new source, after commencement of the discharge into the public sewer or POTW, shall submit the periodic reports to the POTW required by MAC R 323.2310(4). These periodic reports shall be submitted at least once every 6 months (during the months of April and October unless alternate months are approved by the POTW), unless required more frequently by the applicable pretreatment standard, by the POTW, or by the State. The reports shall include a record of all average and maximum daily flows during the reporting period, except that the POTW may require more detailed reporting of flows. All flows shall be reported on the basis of actual measurement unless the POTW agrees, due to cost or nonfeasibility, to accept reports of average and maximum flows estimated using techniques approved by the POTW. The combined wastestream formula may be used for reporting purposes after the initial information has been furnished to the POTW, provided there has been no change to the elements composing the combined wastestream. The results of sampling of the discharge and analysis of pollutants appearing in the report shall be cross-referenced to the related flow and mass to determine compliance with National Categorical Pretreatment Standards.

Section 8.2. Reports Required for Nondomestic Users Not Subject to Categorical Pretreatment Standards

- A. All Nondomestic Users not subject to categorical pretreatment standards shall submit to the POTW periodic reports providing information regarding the quality and quantity of wastewater and pollutants discharged into the POTW (including, without limitation, information regarding the nature, concentration (or mass), and flow of the discharge). These reports shall be based on sampling and analysis performed in the period covered by the report in accordance with the sampling, analysis and monitoring requirements provided by Article 9 of this Ordinance.
- B. For significant industrial Users, the reports shall be submitted at least once every 6 months for the preceding 6 months (during the months of April and October unless alternate months are specified by the POTW), unless required more frequently by the POTW.
- C. If required by the POTW for Nondomestic Users other than significant industrial Users, the reports shall be submitted at least once every 12 months for the preceding 12 months (during the month of October unless an alternate month is specified by the POTW), unless required more frequently by the POTW.
- D. The reports for all Nondomestic Users shall be submitted on forms provided by (or in a format required by) the POTW, and shall include, without limitation, the volume of wastewater; the concentration of pollutants; the names of all person(s) responsible for operating and maintaining any pretreatment equipment, pretreatment processes, or responsible for wastewater management at the User's facilities, with a brief description of each person's duties; information regarding materials or substances that may cause interference or pass through; and any other information deemed necessary by the POTW to assess and assure compliance with applicable discharge requirements or to safeguard the operation of the POTW.

Section 8.3. Notice by User of Potential Problems

All Nondomestic Users, whether or not subject to categorical pretreatment standards, shall notify the POTW immediately by telephone of all discharges by the User that could cause problems to the POTW, including, without limitation, accidental discharges, slug loadings, discharges of a non-routine, episodic nature, non-customary batch discharge, or discharges that exceed a discharge prohibition or limitation provided by this Ordinance. The notification shall include available information regarding the location of the discharge, its volume, duration, constituents,

loading and concentrations, corrective actions taken and required, and other available information as necessary to determine what impact the discharge may have on the POTW. A detailed written report providing the same and any additional available information (including specifying the measures that will be taken by the User to prevent similar future discharges) shall also be provided by the User to be received by the POTW Manager within 5 days of the incident.

Section 8.4. Notice by User of Violation of Pretreatment Standards

If sampling performed by an Nondomestic User indicates a violation, the User shall notify the POTW within 24 hours of becoming aware of the violation (and shall comply with other applicable requirements provided by Section 9.6 regarding repeat sampling and analysis).

Section 8.5. Notice by User of Changed Discharge or Change in User Status

- A. A Nondomestic User shall promptly notify the POTW in advance of any substantial change in the volume or character of pollutants in its discharge, or of any facility expansion, production increase, or process modifications that could result in a substantial change in the volume or character of pollutants in its discharge.
- B. For purposes of this Section, “promptly” means as soon as reasonably possible, but in no event less than 60 days before the change.
- C. For purposes of this Section, “substantial change” includes, without limitation, any of the following:
 - (1) The discharge of any amount of a pollutant not identified in the User’s permit application or in the permit issued.
 - (2) An increase in concentration (or degree) of any pollutant that exceeds 10% of the concentration (or degree) for the pollutant as indicated in any report required under Section 8.1 or 8.2;
 - (3) An increase in discharge volume that exceeds 10% of the volume as indicated in any report required under Section 8.1 or 8.2.
 - (4) Any increase in the amount of any hazardous wastes discharged, including, without limitation, the hazardous wastes for which the User has submitted initial notification under Section 8.6 of this Ordinance.
 - (5) The discharge of any ground waters purged for a removal or remedial action.

- (6) The discharge of any pollutants that are present in the discharge due to infiltration.
 - (7) A change in discharge that may convert a Nondomestic User into a significant industrial User, or a Nondomestic User into a categorical User.
 - (8) A change in discharge that would cause a change in the categorical standards that apply to the User.
- D. In determining whether to accept any changed discharge, or, if so, under what conditions, the POTW shall evaluate the changed discharge pursuant to the general and specific discharge prohibitions under Section 6.1 and other applicable provisions of this Ordinance. The User may be required to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a User Permit application.
- E. No User shall implement the planned changed conditions until and unless the POTW Manager or his/her designee has responded to the User's notice.
- F. This Section shall not be construed to authorize a discharge that exceeds a discharge prohibition or limitation provided by this Ordinance or a permit.

Section 8.6. Notice By User Regarding Wastes That Are Otherwise Hazardous

Any Nondomestic User that discharges to the POTW a substance that, if disposed of other than by discharge to the POTW, would be a hazardous waste under 40 CFR part 261 or under the rules promulgated under the state hazardous waste management act (Part 111 of Act 451 of the Public Acts of Michigan of 1994, MCL §§ 324.11101 et seq., as amended) shall notify the POTW Manager, the U.S. EPA Region V Waste Management Article Director, and the Chief of the Waste Management Section of the Michigan Department of Environmental Quality, of the discharge as required by MAC R 323.2310(15).

Section 8.7. Notice by User Regarding Installation of New Pretreatment Facilities

Within 5 days after completing installation of new pretreatment facilities, the User shall notify the POTW Manager in writing of the time and date when it intends to commence operation of the new facilities, and the identity of the person who will conduct any tests to be performed. The pretreatment facilities shall not be placed in regular operation until adequate tests have been conducted to establish that the discharges will comply with the requirements of this Ordinance

and other applicable laws and regulations. Upon prior written request by the POTW Manager, the User shall allow a representative of the POTW to observe the tests at the time they are conducted. The cost of the tests shall be paid by the User.

Section 8.8. Other Reports and Notices Required by this Article or by Other Applicable Laws and Regulations

Users shall comply with all other reporting or notice requirements as provided by this Ordinance, by any notice, order or permit issued under this Ordinance, or as required by any other applicable law or regulation, including, without limitation, the reporting and notice requirements in connection with accidental discharge (Article 10), upset (Article 11), bypass (Article 12), and any other reports or notice requirements determined necessary by the POTW to assess and assure compliance with the requirements of this Ordinance.

Section 8.9. Requirements Applicable to All Required Reports and Notifications

All reports and notifications submitted by a User to the POTW as required by this Ordinance (or by any order, permit or determination issued or made pursuant to this Ordinance) shall meet the following requirements:

- A. All reports required by this Ordinance shall be based upon data obtained through appropriate sampling and analysis performed during the period covered by the report. The data shall be representative of conditions occurring during the applicable reporting period.
- B. If a User monitors any pollutant (or measures flow) more frequently than required by this Ordinance or a User Permit, using the monitoring, sampling and analytical procedures as required by Section 9.1, the results of all such additional monitoring shall be included in any report or notification submitted pursuant to this Ordinance.
- C. The POTW Manager may require that reports, notifications, and other required documents and data be submitted in a standardized format, as specified by the POTW Manager.
- D. If the POTW instead of a User collects all of the information, including flow data, required for a report required by Sections 8.1 or 8.2, the POTW Manager may in his or her discretion waive the requirement that the report be submitted by the User.

- E. The reports, notifications, and other documents and data required to be submitted or maintained by this Ordinance shall be subject to all of the provisions as specified by MAC R 323.2310(13).
- F. Written reports and notifications will be deemed to have been submitted to the POTW, unless otherwise specified by the POTW Manager, as follows:
1. If mailed, on the date postmarked.
 2. The date of receipt of the report shall govern for reports or notifications which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, including, but not limited to, reports or notifications that are hand-delivered, faxed, or emailed.
 3. Written reports and notifications may be submitted to the POTW by fax or email (or by any means other than mail or hand-delivery) only with the prior approval of the POTW on a case-by-case basis. The report or notification shall be sent to the fax number or email address specified by the POTW.
- G. All written reports and notifications submitted by mail or hand-delivery shall be sent or delivered to the following address:
- POTW Manager
Anthony Ragnone WWTP
9290 Farrand Road
Montrose, MI 48457
- H. Failure to provide the reports and notifications required by this Ordinance constitutes an independent violation of this Ordinance. However, compliance with applicable reporting and notification requirements shall not relieve a User of any expense, loss, damage, or other liability that may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such report or notification relieve a User of any fines, penalties, or other liability that may be imposed by applicable laws or regulations. Further, the reporting and notification requirements required by this Ordinance shall not be construed to authorize a discharge that exceeds a discharge prohibition or limitation under this Ordinance or other applicable laws or regulations.

Section 8.10. Signature and Certification Requirements

All written reports and notifications required by this Ordinance shall be signed and certified as follows:

- A. Required Signatures. The reports and notifications shall be signed by an “authorized representative” of the User as defined in Section 1.2 of this Ordinance.
- B. Required Certification. The reports and notifications shall include the following certification statement:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

- C. Exception. If the POTW elects to perform instead of the User all or any portion of the sampling or analysis otherwise required for a report or notification, the User will not be required to comply with the certification requirements for the sampling and analysis (or portion thereof) performed by the POTW.

ARTICLE 9 – SAMPLING, ANALYSIS, AND MONITORING REQUIREMENTS

This Article provides the sampling, analysis and monitoring requirements applicable to Users of the POTW. It does not apply to Domestic Users except as may be determined appropriate in a specific case by the POTW. All Users required by this Ordinance (or by any permit, order, decision or determination issued or made under this Ordinance) to sample, monitor and analyze their discharges to the POTW shall do so according to the minimum requirements provided by this Article. Additional or more restrictive sampling, analytical or monitoring requirements may be required for a particular User by a permit, order, decision or determination issued or made under this Ordinance.

Section 9.1. Sampling and Analytical Techniques and Procedures

All sampling, measurements, tests, and analyses of the characteristics of discharges to the POTW shall be performed in accordance with the procedures approved by the U.S. EPA contained in 40

CFR part 136. If, as determined by the POTW Manager, the sampling and analytical techniques contained in 40 CFR part 136 are not available, do not apply to the discharge or pollutants in question, are not appropriate under the circumstances for application to the discharge or pollutants in question, or where one or more alternate techniques are available under 40 CFR part 136, sampling and analysis shall be performed using validated sampling and analytical methods and procedures approved or required by the POTW Manager.

Section 9.2. Sampling Frequency

Users shall sample their discharges to the POTW at a frequency necessary to assess and assure compliance with the requirements of this Ordinance, any permit or order issued pursuant to this Ordinance, all applicable pretreatment standards and requirements, other applicable state and federal laws and regulations, or as otherwise determined necessary by the POTW Manager consistent with the purposes and intent of this Ordinance. At a minimum, all significant industrial Users shall sample their effluent 2 times per year (once every 6 months) or as often as provided by their permits, whichever is more frequent, and report the results to the POTW. Each discharge point to the POTW shall be sampled and reported individually.

Section 9.3. Sample Types

Where representative samples are required to be taken, a User shall take a minimum of 4 grab samples for pH, temperature, cyanide, phenols (T), residual chlorine, oil and grease, sulfide, and volatile organics (and any other parameters designated by the POTW Manager), unless a lesser or greater number of grab samples is approved or required in advance by the POTW Manager. Grab samples may be required to show compliance with instantaneous maximum discharge limits. For all other pollutants and sampling, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques. The POTW Manager may waive flow-proportional composite sampling for any User that demonstrates to the satisfaction of the POTW Manager that flow-proportional sampling is infeasible. If flow-proportional sampling is waived, samples may instead be obtained through time-proportional composite sampling techniques, or through a minimum of 4 grab samples, if the User demonstrates to the satisfaction of the Manager that this will provide a representative sample of the effluent being discharged.

Section 9.4. Sampling Methods, Equipment and Location

A User shall use the sampling methods, sampling equipment, and sampling location specified by the User's User Permit, or, in the absence of a permit, as required by the POTW Manager.

Section 9.5. Costs of Monitoring, Sampling and Analyses

All required monitoring, taking of samples, and sample analyses, whether performed by the POTW or by a User, including, but not limited to, the costs or fees associated with inspection or surveillance, shall be at the sole cost of the User.

Section 9.6. Self-monitoring

- A. Except as otherwise provided by this Ordinance, self-monitoring shall be conducted by each Nondomestic User to insure compliance with all applicable requirements of this Ordinance and other applicable laws and regulations.
- B. A User performing its own sampling shall submit the samples for analysis to a laboratory (which may include the User's own laboratory) approved by the POTW.
- C. A User performing its own sampling or monitoring shall record and maintain for all samples and monitoring the date, exact location (which shall match sampling locations identified in the User's User Permit, as applicable), time (including start time and stop time) and method of sampling or measurement, and the name(s) of person(s) taking the samples or measurements; sampler programming information; the sample preservation techniques or procedures used; the full chain-of-custody for each sample; the dates the analyses were performed and completed; who performed the analyses; the analytical techniques and methods used; the detection limits and/or quantification level used per parameter; quality assurance/quality control (QA/QC) procedures used and QA/QC data; and the results of the analyses.
- D. If sampling performed by a User indicates a violation, the User shall notify the POTW Manager within 24 hours of becoming aware of the violation. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the POTW within 30 days after becoming aware of the violation, except that the User shall not be required to resample if (a) the POTW performs sampling at the User at a frequency of at least once per month, or (b) the POTW performs sampling at the User between the time when the User performs its initial sampling and the time when the User receives the results of the sampling that indicates the violation.
- E. If a User uses its own laboratory for sample analysis, the POTW Manager may require the User to send split samples to an independent laboratory at a frequency specified by the Manager as a quality control check.

Section 9.7. Sampling and Analyses Performed by POTW

- A. The sampling and analysis required by this Ordinance may be performed by the POTW instead of the User, as determined necessary by the POTW Manager for purposes of this Ordinance. The POTW shall provide the User with copies of analytical results prepared by the POTW. If the results of any sampling and analysis performed by the POTW instead of the User show that a pretreatment standard has been violated, the POTW shall provide the User with copies of the analytical results within 10 days after the results are available.
- B. If the POTW performs the required sampling and analysis for a User, the User shall pay a sampling fee to the POTW to fully reimburse the POTW for the sampling, including administrative and overhead costs. The POTW may contract with an independent firm to perform the sampling and analysis and the User shall fully reimburse the POTW for amounts paid by the POTW to the independent firm.

Section 9.8. Split Samples and Sample Results

- A. If requested by the POTW, the POTW shall be provided with splits of any sample taken by a User. Splits shall be provided by the User to the POTW at no cost to the POTW.
- B. If requested by a User prior to the collection of a sample of the User's discharge, the POTW shall leave a portion of the sample of the discharge taken from any sampling point on or adjacent to the premises for the User's independent analysis.
- C. In cases of disputes arising over split samples, the portion taken and analyzed by the POTW shall be controlling unless proven invalid. The burden of proving the POTW's results invalid shall be on the User and at the User's sole cost.

Section 9.9. Maintenance, Repair and Calibration of Equipment

- A. A User who performs self-monitoring shall contract with an independent company (unless the requirement to use an independent company is waived in advance by the POTW Manager as determined appropriate by the Manager) to maintain, repair, and calibrate the sampling and flow measurement equipment and instruments used to monitor the User.
- B. The maintenance, repair, and calibration shall be performed as often as necessary to ensure that monitoring data is accurate and representative, and consistent with the

accepted capability of the type of equipment used, and shall be at the sole cost of the User.

- C. A User shall keep a complete and accurate written record of all calibrations, inspections and maintenance done (including, without limitation, the date and time of the activity, a description of what was done and the methods used, the names of persons conducting the activity, and any required or recommended follow-up). The record shall also include a description of all problems discovered regarding the equipment whether in response to a regularly scheduled inspection or otherwise.
- D. The POTW, in any event, may inspect and test a User's sampling and flow measurement equipment and instruments at all reasonable times.
- E. In no case shall a User's failure to keep its equipment, instruments and facilities in good working order constitute grounds for the User to claim that sample results are unrepresentative of its discharge.

Section 9.10. Required Sampling Structures and Devices

- A. The POTW may require any User to install at each discharge point a suitable control structure (such as a manhole or sampling vault) and necessary measuring and sampling devices (including automatic devices) to facilitate the observation, sampling, and measurement of the quantity, composition, and concentrations of discharges to the POTW. The structure and devices shall be maintained at all times in a safe, clean and proper operating condition at the sole expense of the User.
- B. There shall be ample room in or near the control structure to allow accurate monitoring, measuring, sampling and preparation of samples for analysis, as determined necessary by the POTW Manager. At a minimum, all sewers shall have an inspection and sampling manhole or structure with an opening of no less than 24 inches in diameter and an internal diameter of no less than thirty-six 36 inches containing flow measuring, recording and sampling equipment as required by the POTW Manager to assure compliance with this Ordinance.
- C. Any temporary or permanent obstruction for safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the User at the verbal or written request of the POTW. The costs of clearing such access shall be born by the User.

- D. The location and complexity of the required control structure or devices may vary with sampling requirements determined necessary by the POTW Manager to protect the POTW and to comply with applicable laws and regulations.
- E. The required sampling structures and devices shall be constructed and installed at the User's sole expense in accordance with plans submitted to the POTW, and in compliance with all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the POTW, or within such other shorter or longer time period specified by the POTW Manager as required by the particular circumstances to meet the requirements of this Ordinance. The structures and devices shall be operated and maintained by the User at the User's sole expense so as to be safe and accessible to POTW personnel during all reasonable times and so as to provide accurate and representative monitoring data. If a User fails to install or maintain a required structure or device, the POTW may do so and charge the costs to the User.
- F. The sampling structures and devices must be provided on the User's premises as approved by the POTW, but the POTW may, if it determines that such a location would be impractical or cause undue hardship to the User, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.
- G. Samples shall be taken at a control structure approved by the POTW. However, in the absence of a suitable control structure as required by this Section, samples shall be taken immediately downstream from pretreatment facilities if pretreatment facilities exist, or immediately downstream from the regulated process if no pretreatment facilities exist. If other wastewaters are mixed with a regulated process wastestream prior to pretreatment, the User must measure the flows and concentrations necessary to allow use of the combined wastestream formula under MAC R 323.2311(7) or other methods required by the POTW to evaluate compliance with applicable pretreatment standards and requirements.
- H. No User shall change monitoring points without first notifying and receiving the approval of the POTW Manager. The POTW Manager shall not approve any change in a User's monitoring point or points that would allow the User to substitute dilution for adequate treatment to achieve compliance with applicable standards.

ARTICLE 10 – ACCIDENTAL DISCHARGES

Section 10.1. General

This Article sets forth minimum requirements for Nondomestic Users (and any other Users as required by the POTW Manager) to prepare for, respond to, and report, accidental discharges to the POTW. Additional or more restrictive requirements may be required for particular Users under a User Permit, a slug control plan, or by other applicable laws and regulations.

- A. Each Nondomestic User shall provide and continuously maintain protection from accidental discharge of materials or other substances regulated by this Ordinance as provided by this Article.
- B. Detailed plans showing facilities and operating procedures to provide the protections required by this Article shall be submitted to the POTW for review. All existing Users shall submit the required plans and information with their permit applications or upon request of the POTW. For new sources, facilities and operating procedures to provide the protections required by this Article shall be approved by the POTW prior to commencing discharge. No User who commences discharging to the POTW after the effective date of this Ordinance shall be permitted to introduce pollutants into the system until accidental discharge facilities and procedures as provided by this Section are in place and have been approved by the POTW.
- C. Facilities to prevent accidental discharge of regulated materials or substances shall be provided and maintained at the User's cost and expense. Review and approval by the POTW of plans and operating procedures shall not relieve the User from the responsibility to modify the User's facility as necessary to meet the requirements of this Ordinance. Compliance with the requirements of this Article shall not relieve a User of any expense, loss, damage, or other liability that may be incurred as a result of damage to the POTW, or for any other damage to persons or property, or for any other liability that may be imposed under this Ordinance or under other applicable laws and regulations.
- D. No change shall be made in any plan or procedure approved by the POTW as provided by this Section without the prior review and approval of the POTW.
- E. All Users shall notify the POTW in writing within 5 days of any change in the information required to be provided to the POTW as set forth below in this Section (including, without limitation, information regarding the person in charge of discharge operations, the description of chemicals stored, used or manufactured by the User, the description of User discharges, and the description of User premises).

Section 10.2. Designation of Person in Charge of Discharge Operations

Each Nondomestic User shall designate at least one person to be in charge of and responsible for the User's discharges to the POTW, including responsibility for maintaining pretreatment facilities and operations, if any, and prevention of accidental discharges ("person in charge"). The person so designated shall be an individual or a position with knowledge of all toxic wastes or hazardous substances routinely or potentially generated by the User, and of all process alterations that could, in any manner, increase or decrease normal daily flow or waste strength to the POTW. The names of the person (or persons) designated as provided by this Section and a phone number where the person can be reached for 24 hour contact shall be submitted by each User to the POTW.

Section 10.3. Description of Chemicals Stored, Used or Manufactured by User; User Discharges; User Premises

Unless the following information has already been appropriately provided to the POTW pursuant to other requirements of this Ordinance, each Nondomestic User shall:

- A. Catalog all chemicals stored, used, or manufactured by the User at the User's premises. The list of chemicals shall include specific chemical names (not just manufacturer's codes) and shall be provided to the POTW.
- B. Provide the POTW with a written description of the User's discharge practices, including an estimate of daily average flows, waste strengths, and flow types, separated according to appropriate categories including process, cooling, sanitary, etc.
- C. Provide to the POTW a sketch of the User's plant building(s), including the location of pretreatment equipment, process and chemical storage areas, floor drains located near process and storage areas, manhole or other control structures, and sewer locations at the User's point of discharge into the POTW.

Section 10.4. Segregation of Wastewaters Requiring Pretreatment

Nondomestic Users shall segregate wastewaters requiring pretreatment (including, without limitation, spent concentrates, toxics, and high strength organic wastes) as necessary to prevent pollutants from interfering with or passing through the POTW. All sludges generated by pretreatment shall be used and disposed of only as permitted by applicable local, state and federal laws and regulations.

Section 10.5. Secondary Containment Requirements

- A. Each Nondomestic User must provide and maintain at the User's sole expense secondary spill containment structures (including diking, curbing or other appropriate structures) adequate to protect all floor drains from accidental spills and discharges to the POTW of any pollutants or discharges regulated by this Ordinance.
- B. The containment or curbing shall be sufficient to hold not less than 150% of the total process area tank volume and not less than 150% of liquid polluting material stored or used, unless a lesser containment area or alternate control measures are approved in advance by the POTW Manager.
- C. The containment area shall be constructed so that no liquid polluting material can escape from the area by gravity through the building sewers, drains, or otherwise directly or indirectly into the POTW. All floor drains found within the containment area must be plugged and sealed.
- D. Spill troughs and sumps within process areas must discharge to appropriate pretreatment tanks.
- E. Emergency containment shall also be provided for storage tanks that may be serviced by commercial haulers and for chemical storage areas.
- F. Solid pollutants shall be located in security areas designed to prevent the loss of the materials to the POTW.
- G. Detailed plans showing facilities and operating procedures to provide the protection required by this Section shall be submitted to the POTW Manager for review, and shall be approved by the Manager before construction. Construction of approved containment for existing sources shall be completed within the time period specified by the POTW Manager.
- H. No new source shall be permitted to discharge to the POTW until emergency containment facilities have been approved and constructed as required by this Section.
- I. The POTW Manager may order a User to take interim measures for emergency containment as determined necessary by the Manager under the circumstances.

Section 10.6. Submission of Pollution Incident Prevention Plan

- A. Each User required to develop a pollution incident prevention (“PIP”) plan as provided by Part 5 of the Michigan Water Resources Commission Rules, 1979 ACR 323.1151 et seq., as amended (promulgated pursuant to Part 31 of Act 451 of the Public Acts of Michigan of 1994, MCL §§ 324.3101 et seq., as amended), shall submit a copy of that plan to the POTW Manager.
- B. The PIP Plan shall be submitted to the Manager within 60 days of the effective date of this Ordinance for an existing source, or 30 days prior to the date of discharge for a new source.

Section 10.7. Posting of Accidental Discharge Information

All Nondomestic Users shall post a clearly legible set of instructions in the area where the User manages wastewater so that the applicable reporting and notice requirements are made known and are available to the User’s employees. In addition, all Nondomestic Users shall instruct their employees on the applicable reporting and notice requirements of this Section.

Section 10.8. Notice of Accidental Discharge

- A. In the case of an accidental discharge, a User shall immediately notify the POTW of the incident by telephone.
- B. The notification shall include the name of the person placing the call, the name of the User, and all available information regarding the location of the discharge, its volume, duration, constituents, loading and concentrations, corrective actions taken and required, and other available information as necessary to determine what impact the discharge may have on the POTW.
- C. A detailed written report providing the same and any additional available information (including specifying the measures that will be taken by the User to prevent similar future discharges) shall also be provided by the User to the POTW Manager within 5 days of the incident.

Section 10.9. Slug Control Plan

- A. Each significant industrial User shall prepare and implement an individualized slug control plan. Existing significant industrial Users shall submit a slug control plan to the POTW for approval within 90 days of the effective date of this Ordinance. New sources

that are significant industrial Users shall submit a slug control plan to the POTW for approval before beginning to discharge. Upon written notice from the POTW, Nondomestic Users that are not significant industrial Users may also be required to prepare and implement a slug control plan, and the plan shall be submitted to the POTW for approval as specified in the notice. All slug control plans shall contain at least the following elements:

- (1) A description of discharge practices, including non-routine batch discharges;
- (2) A description of stored chemicals;
- (3) The procedures for immediately notifying the POTW of slug discharges, including any discharge that would violate any discharge prohibition, limitation or requirement under this Article, and procedures for follow-up written notification within 5 days of the discharge;
- (4) The procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and measures and equipment for emergency response.

- B. If a User has submitted to the POTW plans or documents pursuant to other requirements of local, state or federal laws and regulations which meet all applicable requirements of Subsection 10.9.A., the POTW may in its discretion determine that the User has satisfied the slug plan submission requirements of this Section.

ARTICLE 11 – UPSET AND ADDITIONAL AFFIRMATIVE DEFENSES

Section 11.1. Upset

An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if all of the requirements of Section 11.1.A, below, are met. However, in the event of an upset, the User may still be liable for surcharges for exceeding applicable discharge limitations as provided by this Ordinance. In any enforcement proceeding, the User seeking to establish the occurrence of an upset shall have the burden of proof.

- A. Conditions Necessary to Demonstrate Upset. A User seeking to establish the affirmative defense of upset must demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence, all of the following:
- (1) An upset occurred and the User can identify the cause(s) of the upset;
 - (2) The facility was at the time being operated in a prudent and workmanlike manner and in compliance with applicable operation and maintenance procedures;
 - (3) The User has submitted the following information to the POTW within 24 hours of becoming aware of the upset (if this information is provided orally, a written submission containing the same information must be provided within 5 days of becoming aware of the upset):
 - (a) A description of the discharge and cause of non-compliance;
 - (b) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the non-compliance is expected to continue; and
 - (c) The steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- B. User Responsibility in Case of Upset. The User shall control production or all discharges to the extent necessary to maintain compliance with categorical pretreatment standards and other applicable limits upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

Section 11.2. Additional Affirmative Defenses

A User shall have an affirmative defense in any action brought against it alleging a violation of the general prohibitions under Section 6.1.A and specific prohibitions under Sections 6.1.B.(5), (6), (7) or (8) if the User can demonstrate that all of the conditions necessary to establish the defense under MAC R 323.2303(3)(a) and (b) are met. However, even if the affirmative defense is established, the User may still be liable for surcharges for exceeding applicable discharge limitations as provided by this Ordinance. In any enforcement proceeding, the User seeking to establish the affirmative defenses provided by MAC R 323.2303(3) shall have the burden of proof.

ARTICLE 12 – BYPASS

Section 12.1. Bypass Not Violating Applicable Pretreatment Standards or Requirements

A Nondomestic User may allow any bypass to occur that does not cause pretreatment standards or requirements to be violated, but only if the bypass is for essential maintenance to assure efficient operation. A bypass that meets the requirements of the preceding sentence of this Section is not subject to the provisions in Sections 12.2, 12.3, and 12.4. However, nothing in this Section shall be construed to authorize a discharge that exceeds a discharge prohibition or limitation under this Ordinance or other applicable laws or regulations; nor to relieve a User for any expense, loss, damage, or liability that may be incurred as a result of the bypass, such as damage to the POTW, fish kills, or any other damage to person or property; nor to relieve the User of any fines, penalties or other liability that may be imposed by applicable laws or regulations as a result of the bypass.

Section 12.2. Bypass Prohibited

Except as provided by Section 12.1, the bypass of industrial wastes from any portion of a User's facility is prohibited, and shall be subject to enforcement action, unless all of the following apply:

- A. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage.
- B. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated waste, or maintenance during normal periods of equipment downtime. (This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass that occurred during normal periods of equipment downtime or preventative maintenance.)
- C. The User submitted the notices as required under Section 12.3.

Section 12.3. Required Notices

- A. Anticipated bypass. If a User knows in advance of the need for a bypass, it must submit prior notice of the bypass to the POTW. Such notice shall be submitted to the POTW as soon as the User becomes aware of the need for the bypass, and if possible, at least 10 days before the date of the bypass.

- B. Unanticipated bypass. A User shall submit oral notice of an unanticipated bypass that exceeds applicable pretreatment standards to the POTW within 24 hours from the time the User becomes aware of the bypass. A written submission shall also be provided within 5 days of the time the User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The POTW Manager may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

Section 12.4. POTW Approved Bypass

The POTW Manager may approve an anticipated bypass after considering its adverse effects, if the Manager determines that it meets the conditions set forth in Sections 12.2.A, 12.2.B and 12.2.C. It shall be a violation of this Ordinance for a User to allow an anticipated bypass to occur without the prior approval of the Manager.

ARTICLE 13 – CONFIDENTIAL INFORMATION

Section 13.1. Confidential Information

The following provisions shall apply regarding the treatment by the POTW of confidential information submitted to or obtained by the POTW in the administration of this Ordinance:

- A. Information and data regarding a User obtained from reports, questionnaires, permit applications, permits and monitoring programs, and from inspections shall be available to the public or other governmental agency without restriction unless the User specifically requests at the time of submission and is able to demonstrate to the satisfaction of the POTW Manager, and in accordance with applicable state and federal laws and regulations, that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the User.
- B. Information submitted by a User for which confidentiality is requested shall be clearly marked on each page as to the portion or portions considered by the User to be confidential and shall be accompanied by a written explanation of why the User considers the information to be confidential or why the release of the information would divulge information, processes or methods of production entitled to protection as trade secrets of the User.

- C. Information that may disclose trade secrets or trade secret processes, and for which the User has requested, and been granted, confidentiality as provided by this Section, shall not be made available for inspection by the general public; however, that information shall be made available upon written request to governmental agencies for uses related to matters regulated by this Ordinance and shall be made available for use by the state, any state agency, or the POTW in judicial review or enforcement proceedings that involve the User that furnished the information. The POTW shall notify the User 10 days in advance if it intends to release confidential information to another governmental agency as authorized by this Section.
- D. Information furnished to the POTW on the volume or characteristics of wastewater or pollutants discharged or proposed to be discharged into the POTW shall be available to the public or other governmental agency without restriction.
- E. If a User has mass-based limits as allowed by certain categorical pretreatment standards on a production basis, the production data necessary to determine compliance must also be provided by the User to the POTW, and shall be available to the public. If application of the combined waste stream formula is necessary to apply categorical pretreatment standards to a User, the flow measurements and other data used in the calculation must be provided by the User to the POTW, and shall be available to the public.
- F. Observations made by POTW and/or Local Unit inspectors shall be subject to the confidentiality provisions of this Section as if they were in writing if the User specifies to the POTW and the Local Unit in writing for which particular observations made by the inspector the User seeks confidentiality.
- G. All confidential information and/or data with respect to a particular User which is on file with the POTW shall be made available upon written request by that User or its authorized representative during regular business hours.

ARTICLE 14 – RECORDS RETENTION

Section 14.1. Maintenance of Records

All Users shall retain and preserve records, including, without limitation, all books, documents, memoranda, reports, correspondence and similar materials, related to matters regulated by this Ordinance as provided by the minimum requirements of this Section or as provided by a permit or order issued pursuant to this Ordinance.

- A. Discharge Records. A Nondomestic User shall retain, preserve, and make available to the POTW for inspection and copying, for the period specified in Section 14.1.C, all records related to matters regulated by this Ordinance, including, without limitation, all documents, memoranda, correspondence and similar materials; copies of all required reports and notifications; all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation; copies of results of all sampling, monitoring, measurements and analyses; and records of all data used to complete the application for a permit. Any Nondomestic User subject to the sampling, monitoring, analysis, or reporting requirements of this Ordinance shall maintain copies of all records and information pertaining to those requirements or resulting from any monitoring activities (whether or not such monitoring activities are required by this Ordinance). For all samples, the records shall include, at a minimum, the information required to be recorded by Section 9.6 of this Ordinance.
- B. Hazardous or Solid Waste. A Nondomestic User shall retain and preserve all records regarding its generation, treatment, storage, or disposal of hazardous waste or solid waste for the period specified in Section 14.1.C, and shall make them available to the POTW for inspection and copying, subject to the provisions in this Ordinance regarding confidential information. (As used in this Section, the terms “hazardous waste” and “solid waste” shall have the same definition as provided in the state hazardous waste management act, Part 111 of Act 451 of the Public Acts of Michigan of 1994, MCL §§ 324.11101 et seq., as amended, and the rules promulgated under that act.)
- C. Retention Period. Users subject to the reporting requirements of this Ordinance (or of any permit or order issued pursuant to this Ordinance) shall retain the records specified in Sections 14.1.A and 14.1.B for a period of at least 3 years from (a) the date the record was created or (b) the date the record was first used or relied upon by the User, whichever is later. The 3 year retention period shall be extended during any administrative or judicial action, enforcement proceeding or litigation regarding matters regulated by this Ordinance (or regarding discharges of the POTW under its NPDES permit), until all such actions, proceedings, or activities have concluded and all periods of limitation with respect to any and all appeals have expired. The 3 year retention period may also be extended at any time at the request of the POTW, the Michigan Department of Environmental Quality, or the U.S. EPA. The POTW shall retain all records, notices and other information regarding discharges to the POTW submitted to it by Nondomestic Users of the POTW for a period of not less than 3 years.

ARTICLE 15 – ADMINISTRATION OF THE POTW

Section 15.1. Operation and Management of POTW

Except as otherwise expressly provided by this Ordinance, the operation, maintenance, alteration, repair and management of the POTW shall be under the direct supervision and control of the County Agency. The County Agency has the exclusive right to establish, maintain and collect rates and charges for use of the POTW, and the County Agency may employ the persons in the capacities as the County Agency deems necessary and advisable to ensure the efficient establishment, operation, maintenance, and management of the POTW, to comply with the POTW's NPDES permit, and to discharge its financial obligations.

The County Agency may designate a POTW Manager for each of the separate Districts of the POTW. The POTW Manager shall be charged with the duty of investigating, preventing and abating violations and enforcing the provisions of this Ordinance. The County Agency may establish any rules, regulations and procedures as determined necessary to assure the efficient management and operation of the POTW. Any powers granted to or duties imposed upon the POTW Manager by the County Agency may be delegated to other persons in the discretion of the County Agency.

Section 15.2. Powers of POTW Manager

As directed by the County Agency, the POTW Manager shall, either directly or through authorized representatives, take the following actions:

- A. Supervise the implementation of this Ordinance.
- B. Review plans submitted by Users for pretreatment equipment.
- C. Make inspections and tests of existing and newly installed, constructed, reconstructed, or altered sampling, metering, or pretreatment equipment to determine compliance with the provisions of this Ordinance.
- D. Verify the completeness, accuracy and representativeness of self-monitoring data submitted and/or maintained by Users.
- E. Investigate complaints of violations of this Ordinance, make inspections and observations of discharges, and maintain a record of the investigations, complaints, inspections and observations.

- F. Issue orders and notices of violation and take other actions as necessary to require compliance with this Ordinance.
- G. Develop and implement a Control Authority Enforcement Response (CAER) Plan as required by 40 CFR 403.8(f)(5). The CAER Plan shall provide procedures for the POTW to investigate and respond to instances of noncompliance by Users. The CAER Plan and any associated regulations developed by the POTW Manager shall become effective upon approval by the County Agency.
- H. With the approval of the County Agency and notice to the Local Unit, and in conjunction with the County Agency's legal counsel, institute necessary civil or criminal judicial legal actions and proceedings in a court of competent jurisdiction against all Users violating this Ordinance to prosecute violations of this Ordinance, to compel the abatement or prevention of violations, to compel compliance with this Ordinance and any order, determination, permit or agreement issued or entered into under this Ordinance, and to pursue other necessary or advisable judicial relief or remedies with respect to violations of this Ordinance.
- I. Commence a municipal civil infraction action against any User violating this Ordinance, and issue municipal civil infraction citations and municipal civil infraction violation notices for violations of this Ordinance.
- J. Perform any other actions authorized by this Ordinance, or as necessary or advisable for the supervision, management and operation of the POTW and the enforcement of this Ordinance and other applicable laws and regulations.

ARTICLE 16 – USER POLLUTION CONTROLS

Section 16.1. Provision by Users of Necessary Pretreatment Facilities

Users shall provide necessary wastewater treatment as required to comply with all applicable pretreatment standards and requirements within the time limitations specified by applicable law or regulation. All facilities required to pretreat wastewater shall be provided, operated, and maintained at the User's sole expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the POTW for review, and shall be acceptable to the POTW before construction of the facility. The review of such plans and operating procedures does not in any way relieve the User from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the POTW under the provisions of this Ordinance. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be approved by the POTW prior to the User's initiation of the changes. (Users shall notify

the POTW regarding the installation of new pretreatment facilities as provided by Section 8.7 of this Ordinance.)

Section 16.2. Proper Operation and Maintenance

A User shall at all times properly operate and maintain at the User's sole expense all facilities and systems of treatment and control (and related appurtenances) that are installed or used by the User to comply with the requirements of this Ordinance. Proper operation and maintenance includes, without limitation, effective performance, adequate funding, adequate operator staffing, and adequate quality assurance/quality control (QA/QC) procedures for sampling and analysis.

Section 16.3. Removed Substances

Solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of wastewaters shall be disposed of in accordance with Section 405 of the Clean Water Act and Subtitles C and D of the Resource Conservation and Recovery Act, and other applicable local, state, and federal laws and regulations.

Section 16.4. Duty to Halt or Reduce Activity

Upon reduction of efficiency of operation, or loss, or failure of all or part of a User's pretreatment equipment or facility, the User shall, to the extent necessary to maintain compliance with categorical pretreatment standards and other applicable standards, requirements, and limits, control its production and all discharges until operation of the equipment or facility is restored or an alternative method of treatment is provided. This requirement applies in situations, including, without limitation, where the primary source of power for the pretreatment equipment or facility is reduced, lost, or fails. It shall not be a defense for a User in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this Ordinance.

Section 16.5. Duty to Mitigate

A User shall take all reasonable steps to minimize or correct any adverse impact to the POTW or the environment resulting from noncompliance with this Ordinance, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

Section 16.6. Duty to Pretreat Prior to Discharge to POTW

Except as otherwise expressly required by this Ordinance, by a User Permit or order issued pursuant to this Ordinance, or other applicable law or regulation, the prohibitions and limitations provided by this Ordinance or a User Permit shall apply at the point where wastewater and pollutants are discharged or caused to be discharged into the POTW and any required pretreatment shall, at a minimum, be completed before that point of discharge is reached.

Section 16.7. Additional Pretreatment Measures

The POTW may require Users to take additional pretreatment measures, as determined necessary by the POTW, including, but not limited to, the following:

- A. Whenever deemed necessary, the POTW may require Users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the POTW and determine the User's compliance with the requirements of this Ordinance.
- B. The POTW may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow control facility to ensure equalization of flow.
- C. Users with the reasonable potential to discharge explosive or flammable substances may be required to install and maintain an approved explosion hazard meter, combustible gas detection meter, or similar device, as determined appropriate by the POTW.

Section 16.8 Implementation of Best Management Practices or Best Management Practices Plan

- A. The POTW Manager may require any User to develop and implement Best Management Practices to control, contain, treat, prevent, or reduce the discharge of wastewater, pollutants or other substances from the User's premises to the POTW, as determined necessary by the Manager.
- B. In addition, the POTW Manager may require a User to develop and submit a Best Management Practices Plan ("BMPP"), including an enforceable implementation schedule, for review and approval by the Manager. The BMPP shall be submitted within 30 days after notification by the Manager or as otherwise required by a User Permit. The

BMPP shall be directed at preventing the entrance of pollutants, directly or indirectly, into the POTW. The BMPP shall be available for inspection at all times at the User's premises. At a minimum, a User's BMPP shall contain all of the following elements, as determined necessary by the POTW Manager, at a level of detail and in units and terms as determined necessary by the Manager to adequately evaluate the plan:

1. A statement of the purpose and objectives of the plan.
2. A description of the strategies, methods, policies and procedures to prevent, minimize or reduce the introduction of pollutants into the User's discharge and to minimize waste generation.
3. A description of the options available to the User to control accidental spillage, leaks and drainage.
4. A description of best available or practicable control technologies available for the User's specific circumstances.
5. A detailed facility layout and site diagram showing points of entry into the POTW.
6. A description of the waste handling, treatment and discharge disposal facilities, including flow diagrams and process schematics.
7. A description of operating and maintenance processes and procedures.
8. Inventory of raw materials and a list of waste sources, including a list of all chemicals used or stored at the facility.
9. A description of employee training programs, policies and procedures; continuing education programs; and participation.
10. A description of documentation, including record keeping and forms.
11. A description of monitoring activities.
12. Information log of facility personnel, organization chart, emergency phone numbers, contact persons and maintenance or service representatives.

13. Certification by a qualified professional that the plan is adequate to prevent spills, leaks, slug loads, or non-customary discharges of regulated substances, directly or indirectly, to the POTW.
 14. Such other information, documents or diagrams as required by the POTW Manager, including, but not limited to, any of the information required under Section 7.4 of this Ordinance.
- C. The BMPs or BMPP required of a User or approved for a User shall be incorporated in a User Permit issued to the User. If the User already has a User Permit, the existing permit may be modified to incorporate the BMP requirements. If the User does not currently have a User Permit, a permit shall be issued for that purpose.
- D. The POTW Manager may require revisions to Users BMPP if the Manager determines that the plan contains elements that are inadequate, or as otherwise determined necessary by the Manager to ensure compliance with applicable requirements of this Ordinance. Review of a BMPP by the Manager shall not relieve the User from the responsibility to modify its facility as necessary to comply with local, state and federal laws and regulations.

ARTICLE 17 – ENFORCEMENT

Section 17.1. POTW Inspection, Surveillance and Monitoring Authority; Right of Entry

- A. In general. The POTW is authorized to carry out all inspection, surveillance, sampling and monitoring activities and procedures, as necessary to determine, independent of information supplied by Users or any other persons, compliance or noncompliance with applicable pretreatment standards and requirements, with this Ordinance, and with other applicable laws and regulations. This authority includes, without limitation, the authority:
- (1) To verify the completeness, accuracy and representativeness of self-monitoring data submitted by Users.
 - (2) To determine compliance with the terms, conditions and requirements of this Ordinance or of any permit, order, notice or agreement issued or entered into under this Ordinance.
 - (3) To support enforcement actions taken by the POTW against non-compliant Users.
 - (4) To determine if Users have corrected problems identified in previous inspections.

- (5) To identify which (and to what degree) Users influence the quality of the POTW's influent, effluent and sludge quality.
 - (6) To evaluate the impacts of the POTW's influent on its treatment processes and receiving stream.
 - (7) To evaluate the need for revised local limits.
 - (8) To maintain current data on each User.
 - (9) To assess the adequacy of each User's self-monitoring program and User Permit.
 - (10) To provide a basis for establishing sampling and monitoring requirements for Users.
 - (11) To evaluate the adequacy of each User's operation and maintenance activities on its pretreatment system.
 - (12) To assess the potential for spills and/or slug discharge control measures, and evaluate the effectiveness of spill and slug discharge control measures.
 - (13) To gather information for User Permit development.
 - (14) To evaluate compliance with existing enforcement actions.
 - (15) To require any User to submit one or more representative samples of the wastewater discharged or that the User proposes to discharge into the POTW.
 - (16) To determine compliance with requirements regarding implementation of best management practices; accidental discharge controls and protections; spill prevention or containment measures; and pollution prevention, minimization or reduction measures.
- B. Right of entry. The POTW Manager and other authorized representatives of the POTW and/or the Local Unit bearing proper credentials and identification are authorized to enter a Nondomestic User's premises (and any other User's premises, as determined necessary by the POTW Manager) to conduct inspection, surveillance and monitoring activities as necessary to determine compliance with this Ordinance, and in that regard shall have, without limitation, the following minimum authority:

- (1) To enter into any premises of any User in which a discharge source, treatment system or activity is located or in which records are required to be kept as provided by this Ordinance, for the purpose of inspecting, observing, measuring, sampling and testing the wastewater discharge, removing samples of wastewater for analysis, and inspecting and making copies of required records. This shall include the right to take photographs.
- (2) To set up and maintain on the User's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations, or to require the User to do so, at the User's sole expense.
- (3) To randomly sample and analyze the effluent from Users and conduct surveillance activities to identify occasional and continuing noncompliance with applicable standards and requirements. The POTW shall inspect and sample the effluent from each significant industrial User at least once a year.
- (4) To inspect any production, manufacturing, fabrication, or storage area where pollutants, subject to regulation under this Ordinance, could originate, be stored, or be discharged to the POTW.
- (5) To enter all private properties through which the POTW and/or the Local Unit or other governmental agency holds an easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the POTW or wastewater transmission facilities lying within the easement.

POTW representatives entering a User's premises for purposes authorized by this Ordinance shall comply with the User's plant safety requirements regarding such matters as entry into confined spaces, use of safety glasses, and hearing protection requirements, as requested by the User. Entry shall be commenced and completed as expeditiously as practicable, consistent with the purposes for which the entry was made.

- C. Access without delay required. Users shall allow the POTW ready access at all times to all parts of the User's facility or premises where wastewater governed by this Ordinance is created, handled, conveyed, treated or discharged, or where any production, manufacturing, fabrication, or storage area where pollutants regulated under this Ordinance could originate, be stored, or be discharged to the POTW, or where wastewater records are kept, for the purposes of inspection, sampling, records examination, or in the performance of any of the POTW's duties. If a User has security

measures in force that would require proper identification and clearance before entry into the premises by the POTW, the User shall make necessary arrangements in advance with its security guards so that upon presentation of suitable identification, authorized representatives of the POTW (or authorized state or federal personnel) will be permitted to enter, without delay, for the purposes of performing their specific responsibilities. Upon arrival at a User's premises, POTW representatives shall inform the User or its employees that inspections, sampling, compliance monitoring, metering or other POTW procedures are to be performed and that the User has the right to accompany the POTW employee/representative during the performance of his/her duties.

- D. Refusal to allow entry. If a User refuses to permit access (or unreasonably delays access) to an authorized POTW representative or to permit the representative to obtain, take, and remove samples or make copies of documents or undertake other authorized inspection, surveillance and monitoring activities as provided by this Ordinance, the POTW Manager may order the termination of the discharge of wastewater to the POTW; order the User to permit access within a time certain; issue the User a notice of violation of this Section; or take other appropriate action as provided by this Ordinance and other applicable laws and regulations (including, but not limited to, seeking the issuance of a search warrant). Further, the refusal to permit access (or causing an unreasonable delay in access) as provided by this Section shall constitute a violation of this Ordinance.

Section 17.2. Notice of Violation

- A. Any person found to be violating a provision of this Ordinance may be served with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction of the violation. The person shall, within the period of time stated in notice, permanently cease all violations. The notice of violation (NOV) shall be served and shall contain the information as provided by Section 17.4 of this Ordinance.
- B. Unless otherwise specified by the NOV, the following provisions shall apply: Within 30 days of the date of the NOV, the User shall submit to the POTW a written explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions. Submission of the required plan shall not in any way relieve the User of liability for any violations occurring before or after receipt of the Notice of Violation.
- C. Nothing in this Section shall limit the authority of the POTW and/or the Local Unit to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation, or otherwise require the POTW and/or the Local Unit

to first issue a Notice of Violation before initiating a civil or criminal action against a person for violating this Ordinance.

- D. Failure to comply with any requirement of a notice of violation shall constitute a separate violation of this Ordinance.

Section 17.3. Orders and Supplemental Enforcement Tools

The POTW Manager may issue an order to any User as determined by the Manager to be appropriate under the circumstances, as provided by this Section. Multiple orders may be issued simultaneously or in combination as a single order with respect to a single User.

- A. Service. An order shall be served upon a User and shall contain the information as provided by Section 17.4 of this Ordinance. However, orders to immediately cease and desist discharge, or to terminate sewer services, or other emergency orders where delay might endanger human health, the environment or the POTW, may be oral and may be served by telephone (to be followed within 5 days by written confirmation of the order by the POTW Manager).
- B. Types of Orders. The POTW Manager may issue the following types of orders:
- (1) Order to Immediately Cease and Desist Discharge. The POTW Manager may issue an order to cease and desist from discharging any wastewater, pollutant, or discharge not in compliance with this Ordinance. The order shall have immediate effect if the actual or threatened discharge to the POTW presents, or may present, imminent or substantial endangerment to the health or welfare of persons, to the environment, or causes, or may cause, interference or pass through. The POTW Manager shall implement whatever action is necessary to halt or prevent the discharge, including, but not limited to, emergency suspension of service. The User shall be assessed for any penalties, fines, charges, surcharges, expenses, or losses incurred due to the actual or threatened discharge of pollutants as provided by this Ordinance.
 - (2) Order to Cease Discharge Within a Time Certain. The POTW Manager may issue an order to cease and desist from discharging any wastewater, pollutant, or discharge not in compliance with this Ordinance by a certain time and date. The proposed time for remedial action shall be specified in the order. In addition to any other circumstances as determined appropriate by the POTW Manager, an order may be issued under this Section for the failure to pay applicable permit fees or to comply with any term of a User Permit.

- (3) Order to Effect Pretreatment. The POTW Manager may issue an order to a User requiring the User to pretreat its discharge in accordance with this Ordinance. Any User subject to an order to pretreat shall prepare a plan to pretreat its discharge so that the discharge complies with the requirements of the order and this Ordinance. The plan shall be submitted to the POTW Manager within a reasonable period as specified in the order. The plan shall be prepared in accordance with good engineering practice and shall state whether construction is necessary, as well as identify measures that can be completed without construction. The plan shall contain a schedule of compliance for completion of each of the various phases necessary to implement full pretreatment. The schedule of compliance must be approved by the POTW Manager. The schedule of compliance shall consist of one or more remedial measures, including enforceable timetables for a sequence of actions or operations leading to compliance with an effluent standard, or other prohibition or standard. The following steps or phases shall be included in the schedule of compliance as determined necessary by the POTW Manager:
- (a) Retain a qualified engineer and/or consultant.
 - (b) Obtain any engineering or scientific investigation or surveys deemed necessary.
 - (c) Prepare and submit a preliminary plan to achieve pretreatment.
 - (d) Prepare plans and specifications, working drawings, or other engineering or architectural documents that may be necessary to effect pretreatment.
 - (e) Establish a time to let any contract necessary for any construction.
 - (f) Establish completion times for any construction necessary.
 - (g) Establish a time limit to complete full pretreatment pursuant to the final order.
 - (h) If a phase or unit of construction or implementation may be effected independently of another phase or unit, establish separate timetables for the phases or unit.

- (4) Order to Affirmatively Respond. The POTW Manager may issue an order requiring a User to perform any action required under this Ordinance, including, without limitation, requiring a User to submit samples; to install sampling, metering and monitoring equipment; to submit reports; to permit access for inspection, sampling, testing, monitoring and investigations; to reduce or eliminate a discharge or pollutants in a discharge; or to pay permit fees or other applicable charges.
- (5) Order to Terminate Sewer Services. The POTW Manager may issue an order to terminate the sewer services of a User, including, but not limited to, physical blockage of the User's sewer connection, for reasons including, without limitation, the following:
 - (a) A discharge that violates any general or specific discharge prohibition, including any pretreatment standard or requirement, and that reasonably appears to present an imminent endangerment to human health, the environment or the POTW.
 - (b) Failure of a User to notify the POTW of any discharge as described in Section 17.3.B.(5)(a) of which the User was aware or reasonably should have been aware.
 - (c) Failure of a User to sample, monitor, pretreat or report, or failure to install monitoring or pretreatment facilities, as required by an order of the POTW Manager.
 - (d) A knowing, willful violation of any term, condition or requirement of an order or User Permit, or any provision of this Ordinance.
 - (e) A negligent violation of any major term, condition or requirement of an order or User Permit. For purposes of this Section, a "major" term, condition or requirement is one the violation of which is reasonably likely to endanger human health, the environment or the POTW.
- (6) Order to Show Cause. The POTW Manager may issue an order requiring a User to appear and explain any noncompliance with the requirements of this Ordinance or any permit, order, decision or determination promulgated, issued or made under this Ordinance, and to show cause why more severe enforcement actions against the User should not go forward. A show cause hearing shall be held within 10 days after the order to show cause is issued, as follows:

- (a) The hearing shall be conducted and evidence shall be taken by the POTW Board of Appeals. Notice of the hearing shall be provided to require the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in the hearing.
 - (b) Any testimony taken at the hearing shall be under oath and recorded. A copy of the transcript of the hearing shall be made available at cost to any person upon payment of applicable charges for the transcript.
 - (c) After reviewing the evidence taken at the hearing, the POTW Board of Appeals shall decide whether further enforcement action is required and, if so, the nature and extent of that further action, including, without limitation, the issuance of any order or imposition of any fines, fees, surcharges or penalties, as authorized by this Ordinance.
- C. Immediate Response to Order by User may be Required. Any User issued an order as provided by this Section to immediately suspend its discharge to the POTW shall immediately stop or eliminate the discharge using whatever means are necessary to do so, or take any other action as required by the order. If the User fails to comply voluntarily with the order to immediately suspend its discharge, the POTW shall take any action determined necessary as authorized by this Ordinance, including, without limitation, immediate suspension of water service and/or severance of the sewer connection or commencement of judicial proceedings, to prevent or minimize damage to the POTW or endangerment to public health, safety or the environment. The POTW may reinstate the wastewater treatment service and terminate any judicial proceedings, as applicable, upon satisfactory proof or other demonstration by the User that the noncomplying discharge has been eliminated or will not reoccur. A detailed written statement submitted by the User describing the causes of the noncomplying discharge and the measures taken to prevent any further occurrence shall be submitted to the POTW Manager within 15 days of the occurrence.
- D. Noncompliance Due to Factors Beyond User's Control. If noncompliance with an order is unintentional and temporary and due to factors beyond the reasonable control of a User, and the User can demonstrate the conditions necessary for demonstration of an upset as provided by Section 11.1.A, the POTW Manager may modify the order or take other actions as determined appropriate. However, a User shall not be relieved of liability for noncompliance with an order to the extent caused by operational error, improperly designed or inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.

- E. Amendment, Suspension and Revocation of Orders. An order shall be subject to amendment, suspension or revocation as determined appropriate by the POTW Manager. Notice of the amendment, suspension or revocation shall be served upon the User in the same manner as notice was provided for the original order. An amendment, suspension or revocation of an order shall be subject to the same procedures for review and appeal as the original issuance of the order, as provided by this Ordinance.
- F. Consent Orders and Agreements. The POTW Manager may enter into a consent order or agreement with a User to resolve disputed claims and address identified and potential deficiencies in the User's compliance status. The order or agreement shall be in the form of a written agreement with the User and may contain appropriate provisions, including, without limitation, compliance schedules and stipulated fines and remedial actions.
- G. POTW Authority to Require Financial Assurances. The POTW may require any User to post a performance bond (or other form of surety acceptable to the POTW Manager) sufficient to cover expenses (direct and/or indirect) that might reasonably be incurred by the POTW as a result of the User's discharges to the POTW (including, but not limited to, the costs to restore or repair any damage to the POTW) or sufficient to achieve consistent compliance with applicable laws and regulations, as determined necessary by the POTW Manager. Further, any User that has in the prior 2 years been responsible for causing interference or pass through at the POTW may be required to obtain liability insurance sufficient to cover the reasonable costs of responding or restoring the POTW in the event of a second such incident. These financial assurance requirements may also be made conditions of a User Permit.

Section 17.4. Service of Notices of Violations, Orders and Notices of Assessments

Except as otherwise expressly provided by this Ordinance, all orders, notices of violations and notices of assessments shall be served upon persons and shall contain the information as provided by this Section.

- A. Service. Service shall be by personal delivery or certified mail (return receipt requested), addressed to the User, alleged violator or other person, as applicable, at the person's last know address as shown by POTW's and/or the Local Unit's records. The person served shall sign and date the order or notice and shall return the signed original copy to the POTW; provided, that the failure to do so shall not affect the person's obligation to comply with the order or notice. Further, a notice or order served by mail may not actually be received by the User, but this shall not nullify any enforcement action subsequently taken by the POTW against the User under authority of this Ordinance.

- B. Contents. All orders and notices shall contain at least the following information, to the extent known by the POTW and as determined by the POTW to be applicable to the situation:
- (1) The name and address of the violator;
 - (2) The location and time that the violation occurred or was observed, and the duration of the violation;
 - (3) The nature of the violation, including the provisions of this Ordinance or of any permit, order, decision, determination or agreement violated;
 - (4) The basis for determining that a violation has occurred (personal observation, pollutant analysis, etc.);
 - (5) The amount of the fine, penalty or charge assessed or due, if any;
 - (6) The manner in which, and time and date by which, any fine, penalty or charge must be paid, including any penalty or charge for late payment;
 - (7) The remedial action ordered, the time within which required actions must be taken, and any consequences for failure to do so.
 - (8) The right to appeal the issuance of the order or notice and a summary of the procedures for appeal, or other applicable administrative procedures.
 - (9) The date and time the order or notice was issued.
- C. Request for Additional Information. A person served may request additional information from the POTW Manager regarding the contents or requirements of any order or notice. However, a request for additional information shall not extend the time for compliance with an order or notice.

Section 17.5. Publication of Users in Significant Noncompliance

The POTW shall publish once per year in the largest newspaper circulated in the County, a list of Nondomestic Users that, at any time during the previous 12 months, were in significant noncompliance with applicable pretreatment standards or requirements. For the purposes of this

Section, a User shall be considered to be in significant noncompliance if its violations meet one or more of the following criteria:

- A. Chronic violation of discharge limits, defined as results of analyses in which 66% or more of all of the measurements taken during a six-month period exceed (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter;
- B. Technical review criteria (TRC) violations, defined as results of analyses in which 33% or more of all of the measurements for each pollutant parameter taken during a six-month period equal or exceed the product of the daily maximum limit or the average limit times the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants, except pH);
- C. Any other violation of a pretreatment effluent limit (instantaneous maximum concentration, daily maximum, or longer-term average) that the POTW determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of Department personnel or the general public);
- D. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare, or to the environment, or has resulted in the POTW's exercise of its emergency authority to halt or prevent the discharge;
- E. Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a permit or enforcement order, for starting construction, completing construction, or attaining final compliance;
- F. Failure to provide any required reports within 30 days after the due date;
- G. Failure to accurately report noncompliance; or
- H. Any other violation or group of violations that the POTW Manager determines will adversely affect the POTW or the operation or implementation of the POTW's pretreatment program.

Section 17.6. Municipal Civil Infractions

- A. Violation; Municipal Civil Infraction. Except as provided by Section 17.7, and notwithstanding any other provision of the Genesee County's or the Local Unit's laws, ordinances and regulations to the contrary, a person who violates any provision of this

Ordinance (including, without limitation, any notice, order, permit, decision or determination promulgated, issued or made by the POTW under this Ordinance) is responsible for a municipal civil infraction, subject to payment of a civil fine of not less than \$1,000.00 per day for each infraction and not more than \$10,000.00 per day for each infraction, plus costs and other sanctions.

- B. Repeat Offenses; Increased Fines. Increased fines may be imposed for repeat offenses. As used in this Section, “repeat offense” means a second (or any subsequent) municipal civil infraction violation of the same requirement or provision of this Ordinance (i) committed by a person within any 90-day period and (ii) for which the person admits responsibility or is determined to be responsible. The increased fine for a repeat offense under this Ordinance shall be as follows:
- (1) The fine for any offense that is a first repeat offense shall be not less than \$2,500.00, plus costs.
 - (2) The fine for any offense that is a second repeat offense or any subsequent repeat offense shall be not less than \$5,000.00, plus costs.
- C. Amount of Fines. Subject to the minimum fine amounts specified in Sections 17.6.A and 17.6.B, the following factors shall be considered by the court in determining the amount of a municipal civil infraction fine following the issuance of a municipal civil infraction citation for a violation of this Ordinance: the type, nature, severity, frequency, duration, preventability, potential and actual effect, and economic benefit to the violator (such as delayed or avoided costs or competitive advantage) of a violation; the violator’s recalcitrance or efforts to comply; the economic impacts of the fine on the violator; and such other matters as justice may require. A violator shall bear the burden of demonstrating the presence and degree of any mitigating factors to be considered in determining the amount of a fine. However, mitigating factors shall not be considered unless it is determined that the violator has made all good faith efforts to correct and terminate all violations.
- D. Authorized Local Official. Notwithstanding any other provision of Genesee County’s and/or the Local Unit’s laws, ordinances and regulations to the contrary, the following persons are designated as the authorized local officials to issue municipal civil infraction citations directing alleged violators to appear in district court for violations of this Ordinance (or, if applicable, to issue municipal civil infraction notices directing alleged violators to appear at a municipal ordinance violations bureau): the POTW Manager or other person designated by the County Agency, and any sworn law enforcement officer,

including the County Sheriff or the County Sheriff's deputies; and any other persons so designated by the Local Unit.

- E. Other Requirements and Procedures. Except as otherwise provided by this Section, the requirements and procedures for commencing municipal civil infraction actions; issuance and service of municipal civil infraction citations; determination and collection of court-ordered fines, costs and expenses; appearances and payment of fines and costs; failure to answer, appear or pay fines; disposition of fines, costs and expenses paid; and other matters regarding municipal civil infractions shall be as set forth in Act No. 236 of the Public Acts of 1961, as amended.

Section 17.7. Criminal Penalties; Imprisonment

Any person who (1) at the time of a violation knew or should have known that a pollutant or substance was discharged contrary to any provision of this Ordinance, or contrary to any notice, order, permit, decision or determination promulgated, issued or made by the POTW under this Ordinance; or (2) intentionally makes a false statement, representation, or certification in an application for, or form pertaining to a permit, or in a notice, report, or record required by this Ordinance, or in any other correspondence or communication, written or oral, with the POTW regarding matters regulated by this Ordinance; or (3) intentionally falsifies, tampers with, or renders inaccurate any sampling or monitoring device or record required to be maintained by this Ordinance; or (4) commits any other act that is punishable under state law by imprisonment for more than 90 days; shall, upon conviction, be guilty of a misdemeanor punishable by a fine of \$500.00 per violation, per day, or imprisonment for up to 90 days, or both in the discretion of the court.

Section 17.8. Continuing Violation

Each act of violation, and each day or portion of a day that a violation of this Ordinance (or of any permit, order, notice or agreement issued or entered into under this Ordinance) exists or occurs, constitutes a separate violation subject to the fines, penalties and other sanctions and remedies as provided by this Ordinance.

Section 17.9. Number of Violations

The number of violations resulting from a User's noncompliance with applicable discharge prohibitions or effluent limitations shall be determined as follows:

- A. Applicable concentration limitations and mass (or loading) limitations shall be treated as separate limitations, and a User may be liable and penalized separately for exceeding any of those limitations for a single pollutant or sampling parameter.
- B. Each violation of a daily maximum limit for a single pollutant or sampling parameter shall constitute a separate violation for each day on which the violation occurs or continues.
- C. Each violation of an instantaneous maximum limit for a single pollutant or sampling parameter shall constitute a separate violation for each such occurrence, and there may be multiple violations for each day on which such a violation occurs or continues.
- D. Each violation of a monthly average limit (or of some other average limit period) for a single pollutant or sampling parameter shall constitute a separate violation for each day of the month (or other stated period) during which the violation occurred, regardless of the number of days on which samples were actually taken. (For example, in a month with 31 days, a violation of the monthly average limit for that month constitutes 31 violations for each pollutant parameter for which the monthly average limit was exceeded during the month.)
- E. If a User Permit regulates more than one outfall, each outfall shall be considered separately in computing the number of violations as provided by this Section.

Section 17.10. Nuisance

A violation of this Ordinance, or of any permit, order, notice or agreement issued or entered into under this Ordinance, is deemed to be a public nuisance and shall be corrected or abated as directed by the County Agency or the Local Unit. In addition to any other legal or equitable remedies available under the law, any person creating a public nuisance shall be subject to the provisions of state law, this Ordinance, the Genesee County Sewer Use Ordinance, or other ordinance of the Local Unit governing such nuisances, including reimbursing the County Agency and/or the Local Unit for any costs incurred in removing, abating, or remedying said nuisance, as applicable.

Section 17.11. Reimbursement

- A. Any person who discharges to the POTW, including, but not limited to, any person who causes or creates a discharge that violates any provision of this Ordinance, produces a deposit or obstruction, or otherwise damages, injures, or impairs the POTW, or causes or contributes to a violation of any federal, state or local law governing the POTW, whether

any such act is intentional or unintentional, shall be liable to and shall fully reimburse the POTW for all expenses, costs, losses or damages (direct or indirect) payable or incurred by the POTW as a result of any such discharge, deposit, obstruction, damage, injury, impairment, violation, exceedence, noncompliance, or act. The costs that must be reimbursed to the POTW shall include, but shall not be limited to, all of the following:

- (1) All costs incurred by the POTW in responding to the violation or discharge, including, expenses for any cleaning, repair or replacement work, and the costs of sampling, monitoring, and treatment, as a result of the discharge, violation, or noncompliance.
- (2) All costs to the POTW of monitoring, surveillance, and enforcement in connection with investigating, verifying, and prosecuting any discharge, violation, or noncompliance.
- (3) The full amount of any fines, assessments, penalties, and claims, including natural resource damages, levied against the POTW, or any POTW representative, by any governmental agency or third party as a result of a violation of the POTW's NPDES permit (or other applicable law or regulation) that is caused by or contributed to by any discharge, violation, or noncompliance.
- (4) The full value of any POTW staff time (including any administrative and overhead costs and any required overtime), consultant and engineering fees, and actual attorney fees and defense costs (including the POTW's legal counsel and any special legal counsel), associated with responding to, investigating, verifying, and prosecuting any discharge, violation, or noncompliance or otherwise incurred by the POTW in administering and enforcing the requirements of this Ordinance.

Further, the POTW is authorized to correct any violation of this Ordinance or damage or impairment to the POTW caused by a discharge and to bill the person causing the violation or discharge for the amounts to be reimbursed. The costs reimbursable under this Section shall be in addition to fees, amounts or other costs and expenses required to be paid by Users under other Sections of this Ordinance.

- B. In determining the amounts to be reimbursed, the POTW may consider factors such as, but not limited to, the following:
- (1) The volume of the discharge.
 - (2) The length of time the discharge occurred.

- (3) The composition of the discharge.
 - (4) The nature, extent, and degree of success the POTW may achieve in minimizing or mitigating the effect of the discharge.
 - (5) The toxicity, degradability, treatability and dispersal characteristics of the discharges.
 - (6) The direct and indirect costs incurred by the POTW, or imposed upon the POTW to treat the discharges, including sludge handling and disposal costs.
 - (7) Fines, assessments, levies, charges, expenses and penalties imposed upon and/or incurred by the POTW, including the POTW's costs of defense of actions, or suits brought or threatened against the POTW by governmental agencies or third parties.
 - (8) Such other factors, including the amount of any attorney's fees, consultant and expert fees, expenses, costs, sampling and analytical fees, repairs, etc., as the POTW deems appropriate under the circumstances.
- C. Costs to be reimbursed to the POTW as provided by this Section may be assessed to the User as provided by Section 17.4 of this Ordinance, or as otherwise determined appropriate by the POTW Manager in conjunction with an enforcement action.
- D. The failure by any person to pay any amounts required to be reimbursed to the POTW as provided by this Section shall constitute an additional violation of this Ordinance.

Section 17.12. Judicial Relief

With the approval of the County Agency and notice to the Local Unit, and, as necessary, in conjunction with the County Agency's legal counsel and the Local Unit and the Local Unit's legal counsel, the POTW Manager may institute legal proceedings in a court of competent jurisdiction to seek all appropriate relief for violations of this Ordinance or of any permit, order, notice or agreement issued or entered into under this Ordinance. The action may seek temporary or permanent injunctive relief, damages, penalties, costs, and any other relief, at law or equity, that a court may order. The POTW Manager may also seek collection of surcharges, fines, penalties and any other amounts due to the POTW that a User has not paid. The Local Unit may also institute legal proceedings and seek all appropriate legal and equitable relief for violations of this Ordinance as provided by this Section.

Section 17.13. Cumulative Remedies

The imposition of a single penalty, fine, order, damage, or surcharge upon any person for a violation of this Ordinance, or of any permit, order, notice or agreement issued or entered into under this Ordinance, shall not preclude the imposition by the POTW, the Local Unit, or a court of competent jurisdiction of a combination of any or all of those sanctions and remedies or additional sanctions and remedies with respect to the same violation, consistent with applicable limitations on penalty amounts under state or federal laws or regulations. A criminal citation and prosecution of a criminal action against a person shall not be dependent upon and need not be held in abeyance during any civil, judicial, or administrative proceeding, conference, or hearing regarding the person.

Section 17.14. Severance of Water Supply

If a User violates or continues to violate any provision of this Ordinance (including, without limitation, any notice, order, permit, decision or determination promulgated, issued or made by the POTW under this Ordinance), water service provided directly or indirectly to the User by the County and/or the Local Unit may be severed. If severed, the water service shall recommence only after the User has satisfactorily demonstrated the User's ability to comply with all applicable provisions of this Ordinance, and only at the User's sole expense.

ARTICLE 18 – ADMINISTRATIVE REVIEW AND APPEALS

Section 18.1. Procedures Available

Any person aggrieved by a Notice of Violation (NOV), a Cease and Desist Order (C&D), an Order To Pre-treat (OTP), an Order to Affirmatively Respond (OAR), or an Order to Terminate Service (OTS), or other action taken by the POTW Manager under this Ordinance may request review and reconsideration by the POTW Manager or may appeal to the POTW Board of Appeals as provided by this Article. If review and reconsideration or appeal is not properly and timely requested in connection with an action as provided by this Article, the action shall be deemed final.

Section 18.2. Review and Reconsideration by the POTW Manager

A request for review and reconsideration by the POTW Manager must be made in writing within 7 days from the date of the POTW Manager's action in question. The request must state the reasons for the review and shall include all supporting documents and dates. The POTW Manager may affirm, reverse, or modify, in whole or in part, the action taken and must notify the

aggrieved person of the decision on the request within fourteen (14) days of its submission. The POTW Manager may request additional information and extend the time for his/her decision by an additional seven (7) days following the submission of the additional information. The decision of the Manager may be appealed to the POTW Board of Appeals as provided by Section 18.3.

Section 18.3. Appeal to POTW Board of Appeals

A three-member “POTW Board of Appeals” shall consider appeals from final decisions of the POTW Manager and recommend an appropriate disposition of the appeal to the County Agency, including, in particular cases, whether any deviation from strict compliance will violate the purposes and intent of this Ordinance, or endanger public health, safety or welfare, or the environment, or have an adverse impact on the POTW or on the POTW’s ability to comply with applicable laws and regulations. The POTW Board of Appeals shall consist of three members of the Water and Waste Services Advisory Board appointed from time to time by the County Agency and who are not Advisory Board members from the same community as the aggrieved person. The following provisions shall govern appeals of final decisions of the POTW Manager made to the POTW Board of Appeals under this Ordinance:

- A. An appeal from any final action of the POTW Manager must be made to the POTW Board of Appeals within 7 days from the date of the action appealed. The appeal may be taken by any person aggrieved by the action. The appellant shall file a notice of appeal with the County Agency and shall be accompanied by payment of any appeal fee in the amount as may be established by the POTW. The notice of appeal shall specify the grounds for the appeal and shall include all documentation that will be submitted in support of the appeal. All documentation and evidence in support of the appeal shall be provided at the sole cost of the appellant. Failure to file a timely notice of appeal shall be deemed to be a waiver of the right to appeal.
- B. Prior to a hearing before the POTW Board of Appeals regarding an appeal, the POTW Manager shall transmit to the POTW Board of Appeals a written summary of all previous action taken in connection with the action being appealed. The POTW Board of Appeals may, at its discretion, request the POTW Manager to provide further information regarding the action that is the subject of the appeal.
- C. The POTW Board of Appeals shall fix a reasonable time for the hearing of the appeal. Notice of the hearing shall be provided to require the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in the hearing. Any testimony taken at the hearing shall be under oath and recorded. A copy of the transcript of the hearing shall be made available at cost to any person upon payment of applicable charges for the transcript. The POTW Board of Appeals shall hear the appeal

and make its recommendation to the County Agency within a reasonable time. The POTW Board of Appeals shall make its recommendation by a majority vote.

- D. The County Agency may accept or reject, in whole or in part, the recommendation of the POTW Board of Appeals, or may make any order, requirement, decision or determination as, in its opinion, ought to be made in the case under consideration.
- E. The final disposition of the appeal shall be in the form of a ruling by the County Agency reversing, modifying, or affirming, in whole or in part, the action of the POTW Manager. The decision of the County Agency shall be final.

Section 18.4. Payment of Charges, Penalties, Fines, and Other Costs or Fees Pending Outcome of Appeal

All service charges, penalties, fines, fees, surcharges, costs or expenses outstanding during any appeal process shall be due and payable to the POTW and the Local Unit, as applicable. Upon resolution of any appeal, the amounts due and payable shall be adjusted accordingly, provided that any refunds shall be retroactive to the previous four monthly billings only. The POTW may terminate wastewater treatment services if a corrective course of action is not taken or if service charges, penalties, fines, fees, surcharges, costs or expenses are not paid by a User.

Section 18.5. Finality of Action

If an appeal is not demanded as provided by this Article within the periods specified by this Article, the POTW Manager's action shall be deemed final. If an appeal is properly demanded, the action appealed shall be suspended until a final determination has been made by the County Agency, except for orders to immediately cease and desist discharge; orders to terminate sewer services; other emergency orders or actions where a suspension or delay might endanger human health, the environment, or the POTW; and as otherwise expressly provided by this Ordinance (such as for permit appeals, Section 7.14).

Section 18.6. Appeals from Determination of POTW Board of Appeals

Appeals from the determination of the County Agency may be made to circuit court as provided by law. All findings of fact made by the County Agency, if supported by the evidence, shall be deemed conclusive.

ARTICLE 19 – PROTECTION FROM DAMAGE

It is a misdemeanor for any person to maliciously or willfully break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment that is part of the POTW. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct, and shall be subject to other sanctions and remedies as provided by this Ordinance, including, but not limited to, reimbursement of the POTW as provided by Section 17.11 of this Ordinance.

ARTICLE 20 – MUNICIPAL LIABILITY

Neither the POTW nor the Local Unit shall be responsible for interruptions of service due to natural calamities, equipment failures, or actions of the system Users. It shall be the responsibility of the customer that all connected equipment remain in good working order so as not to cause disruption of service of any sewer or treatment plant equipment.

ARTICLE 21 – INDUSTRIAL PRETREATMENT PROGRAM FEES

Section 21.1. Purpose

It is a purpose of this Ordinance to provide for the recovery from Users of the POTW of all costs incurred by the POTW for the administration and implementation by the POTW of the industrial pretreatment program (IPP) established by this Ordinance. The IPP fees provided for by this Article are separate from, and in addition to, amounts chargeable to Users for sewage disposal services by the POTW and/or the Local Unit and costs required to be reimbursed to the POTW and/or the Local Unit under any other provisions of this Ordinance or other laws and regulations.

Section 21.2. Rates, Charges, and Fees for Nondomestic Users

Sewerage system rates, charges or fees payable by Nondomestic Users shall be established by the POTW, and shall be subject to amendment or revision by the POTW from time to time. Such rates, charges or fees shall be sufficient to meet the costs of the operation, maintenance, improvement or replacement of the sewerage system and the treatment plant, and may include, but are not limited to, any of the following:

- A. Fees to reimburse the POTW for the costs of development and operation of an Industrial Pretreatment Program, and fees to reimburse the POTW for monitoring, inspections and surveillance procedures, including expenses incurred for analysis of samples.
- B. Fees for reviewing discharge reports, and for related enforcement procedures.

- C. Fees for permit applications.
- D. Fees for filing appeals.
- E. Fees for removal by the POTW of pollutants subject to Federal or State pretreatment standards.
- F. User fees based on volume of waste and concentration or quantity of specific pollutants in the discharge.
- G. Other charges or fees for services or procedures performed by the POTW as are required by law.
- H. Such other charges or fees as the POTW may deem necessary to perform fully the provisions of applicable Federal and State laws, this Ordinance, rules and regulations issued or adopted pursuant to law or ordinance, and terms and conditions of service.

Section 21.3. IPP Fee Amounts

IPP fees shall be paid by Users to the POTW in amounts determined necessary by the POTW from time to time to reimburse the POTW for all expenses incurred by the POTW in administering the IPP. To the extent practical, the fees shall be set in an amount to include at least the POTW's average total costs for that purpose. With regard to IPP activities undertaken by the POTW with regard to particular Users, the fees shall be charged to the Users on a time and materials basis, plus general administrative expenses, based on the nature and requirements of the IPP activities undertaken.

Section 21.4. Surcharges

- A. Surcharges are intended to reimburse the POTW for all costs incurred by the POTW in handling or treating a discharge which contains pollutants in excess of specified surcharge concentrations, loadings or other applicable limits.
- B. Any User exceeding applicable surcharge limitations or other applicable limits shall be subject to the imposition of one or more surcharges as provided by this Section to reimburse the POTW for any costs or expenses, direct or indirect, the POTW may incur in handling or treating the discharge, or which may be imposed upon the POTW, where the exceedence of applicable limits causes or contributes to those costs or expenses.

- C. The amount of a surcharge assessed shall be as specified in the surcharge rate schedule and associated surcharge provisions prepared by the POTW and approved from time-to-time by the POTW.

- D. All violations of applicable discharge prohibitions and limitations and all instances of noncompliance with applicable discharge requirements shall constitute a violation of this Ordinance, subject to applicable fines, penalties and other enforcement actions provided by this Ordinance. In no event shall the imposition of a surcharge for a discharge which does not meet the applicable prohibitions, limitations or requirements be construed as authorizing the illegal discharge or otherwise excuse a violation of this Ordinance.

Section 21.5. Billing and Collection of IPP Fees

User Permit application fees shall be due upon submission of permit applications. All other IPP fees shall be due within 30 days of the date of the activity or service for which the fee is required. For fees not paid at the time of service, the amount of the fee shall be added to the User's waste service charge or billed separately. IPP fees provided for by this Article shall be billed, collected and enforced pursuant to the procedures as provided by POTW for sewerage system rates and charges as provided by Article 22 of this Ordinance and/or as otherwise established by the POTW.

ARTICLE 22 – RATES AND CHARGES FOR SEWER SERVICE

Section 22.1. Sewer Rates and County Capital Improvement Fee (CCIF)

The County Agency shall prescribe the base rates of the County for sewer service and other County sewer charges for all Local Units that discharge to the POTW (with the Local Units prescribing the rates and charges to be paid by the individual Users located within each Local Unit). The County Agency may impose a one-time County Capital Improvement Fee (CCIF) for each new direct or indirect connection to the POTW as a method for financing the costs of construction and related expenses of any expansion to the POTW on and after that date. The sewer rates, charges, and CCIF shall be subject to revision from time to time.

Section 22.2. Sewer Usage Charges and CCIF; Metering; Estimates

The usage charges of the County for sewer service to a User's premises connected to the POTW shall be determined by applying the base sewer rate established by the County Agency to the quantity of wastewater discharged from the premises during each billing cycle. If the source of fresh water to a User's premises is by connection to a public water supply system, the quantity of wastewater discharged from the premises shall be deemed the equivalent of the quantity of fresh

water supplied to the premises as measured by the water meter connected to the premises' water supply line.

The usage charges of the County for domestic sewer service to a single-family detached residential dwelling without metered water is a flat rate charge assessed each billing cycle. The flat rate is based on an estimate of the quantity of fresh water supplied to a single-family detached residential dwelling for domestic use during a billing cycle multiplied by the base sewer rate.

The usage charges of the County for nondomestic sewer service to a premises without metered water shall be determined by applying the number of residential equivalent units (REUs) assigned to the type or classification of use or uses on the premises by the County Agency to the established flat rate. REUs are factors or multipliers assigned to Nondomestic Users by type or classification of User, which factors or multipliers are generally accepted and used by water and/or sewer service providers when metering has not been used. The Table of Residential Equivalent Units is published and kept on file by, and available upon request to, the County Agency.

If the source of fresh water to a Nondomestic User's premises is by connection to a private well, beginning with new connections to the POTW on and after January 1, 2007, the User must, as a condition of connection to the POTW, install, at the User's sole expense, a water meter on the water supply line to the premises. The quantity of wastewater discharged from the premises shall be deemed the equivalent of the fresh water supplied to the premises as measured by the water meter connected to the premises' water supply line.

A Domestic User or Nondomestic User with a premises that was connected to the POTW before January 1, 2007, which premises has its fresh water supplied from a private well without metering its water use may, at any time thereafter, and at the User's sole expense, install a water meter. The quantity of water measured by the meter shall, from that time forward, be used in determining the quantity of wastewater discharged from the premises.

A water meter that has been installed shall not be removed or replaced without the prior approval of the County; nor shall the meter be bypassed, tampered with, or otherwise rendered inoperable or inaccurate in any way by any person. Further, each water meter shall be installed, maintained in good working order, and kept calibrated at all times by the User at the User's sole expense.

Section 22.3. Sewer Capacity Purchase (CCIF)

The County Capital Improvement Fee (CCIF) is a one-time fee assessed, if at all, at the time of application for connection to the POTW by applying the established CCIF rate to the unit or

number of REUs assigned by the County Agency to a classification of User. One unit is based upon a peak hour use. A peak hour use of 52.5 gallons per hour (1260 gallons per day) is 1 unit. A single-family detached residential dwelling is considered 1 unit. The number of units assigned per connection to a nondomestic building is determined by one of two ways:

1. Using existing water usage records from metering, identifying the peak hourly usage and dividing by 52.5 and dividing again by the percentage of occupancy at time of usage yields the number of units.
2. If metering data is not available, the County Agency shall assign the number of units based upon the approved site plan and the Table of Residential Equivalent Units.

All connections (whether domestic or nondomestic) shall be assigned at least 1 unit. Any partial units will be rounded up to the next whole number.

Section 22.4. Domestic Use of a Premises; Nondomestic Use of a Premises

Notwithstanding anything to the contrary provided by other provisions of this Ordinance, and solely for the purpose of calculating rates, charges, and fees as provided by this Article 22, the only use of a premises that shall be considered a domestic use shall be use for a single-family detached dwelling; all other uses of a premises, including but not limited to, all other residential uses such as multiple-family residential dwellings, shall be considered nondomestic uses for the purpose of calculating rates, charges, and fees as provided by this Article.

Section 22.5. Review of Non-Metered Usage Charges and CCIF; Mandatory Metering

If a Nondomestic User requests review by the Genesee County Board of Review of usage charges for sewer service and/or the CCIF, which charges or CCIF are based on the application of REUs due to the absence of metering, the User shall, at its sole expense, be required to install a meter capable of reading and recording instantaneous (peak hour) flow of water on the water supply line to the building before consideration by the Board of Review. Upon installation of the water meter, the usage charges of the County for sewer service shall thereafter be determined as set forth in Section 22.2 above.

If a single-family detached dwelling User requests review by the Genesee County Board of Review of usage charges for sewer service based on use of the flat rate, the User shall, at the User's sole expense, be required to install a water meter on the water supply line of the dwelling before consideration by the Board of Review of the User's request for review. Upon installation of the water meter, the usage charges of the County for sewer service shall thereafter be determined as set forth in Section 22.2 above.

If, during the 2 year period before metering, the County's sewer use charges paid by a domestic or Nondomestic User exceeded the County's sewer use charges paid by that User following 2 years of metering, and the use of the premises at the time of metering was substantially the same as its use by that User before metering, the County Agency shall refund to that User the amount of the difference between what was paid by that User for the County's charges for the 2 year period before metering and what was paid by that User for the County's charges after 2 years of metering provided, however, that the Board of Review has not previously finally adjusted the User's sewer service charges.

Conversely, if it is determined that the County's sewer use charges paid by that User for the 2 year period prior to metering were less than what was charged following 2 years of metering, the County Agency may retroactively adjust the usage charges of the County by adding the amount of the difference to the charges assessed the Local Unit for County sewer service. The Local Unit shall apportion the adjusted amount as equally as possible on future bills for sewer service to that User over a 2 year period.

Similarly, a Nondomestic User requesting the Board of Review to grant a refund of a portion of the CCIF paid by the User, which CCIF was based on the application of REUs in accordance with Section 22.3(2), above, shall be entitled to a refund of a portion of the CCIF paid if, following 2 years of metering, the application of the formula stated above in Section 22.3(1) to the meter data collected shows that the User overpaid the CCIF. In that event, the User shall be refunded the difference between the CCIF paid by application of the REUs and the amount determined by the metering data collected. If the meter data discloses that the CCIF charged to that User was less than what would have been charged had the data been available, the County Agency may require that User to pay the amount of the underpayment.

A challenge to the CCIF must be filed before the next regularly scheduled meeting of the Board of Review or the challenge shall be barred as untimely.

Section 22.6. Collection Action

The POTW and/or the Local Unit may in any court having jurisdiction in the premises initiate an action for the collection of unpaid sewer service rates or charges, and to recover court costs and reasonable attorney fees. With respect to the collection of sewerage system rates and charges, the POTW and the Local Unit shall have all powers granted to them by applicable state and federal laws, rules and regulations.

Section 22.7. Separate Books, Records and Accounts; Audit

The POTW shall maintain and keep books of records and accounts, separate from all other records and accounts, in which shall be made full and correct entries of all matters relating to the sewerage system and to the wastewater treatment plant. An annual audit of such books of record and accounts for the preceding operating year shall be by an independent certified public accountant. The operating year of the POTW shall commence on January 1 and shall end on December 31.

Section 22.8. Annual Review of Rates, Fees, Charges and Surcharges

In conjunction with the annual sewerage works audit of the POTW, the POTW shall review sewer rates, fees, charges, and surcharges for the purpose of meeting anticipated expenditures for the following operating year.

Section 22.9. Annual Review of Nondomestic Users

A review shall be performed by the POTW at the end of each operating year of the classifications of all Nondomestic Users.

Section 22.10. Insurance

The POTW shall obtain and maintain in full force and effect insurance on the physical properties of the sewerage works. The insurance shall be of the kinds and in the amounts as are customarily carried by public entities engaged in the operation of public sewage disposal systems. All monies received for losses under any such insurance coverages shall be used solely for the repair, restoration or replacement of the sewerage system or of the wastewater treatment plant.

Section 22.11. Service Terms and Conditions

The terms and conditions of sewerage system use and/or service shall be as prescribed by the POTW; provided, however, that such terms and conditions shall not be less stringent than Federal or State laws or regulations issued pursuant thereto by governmental agencies having jurisdiction in the premises. The terms and conditions of sewerage system services shall include a provision for the discontinuance of service in the event of non-payment or delinquency in payment of sewer service rates or charges.

Section 22.12. Lien

The Local Unit and POTW shall have as security for the collection of sewerage system rates or charges a lien upon the real property to which service is provided. Such lien shall become effective immediately upon the supplying of the sewerage system service, and shall be enforceable as provided by law.

ARTICLE 23 – COUNTY AGENCY REQUESTS FOR INFORMATION
REGARDING DISCHARGES FROM LOCAL UNIT

Section 23.1. User Inventory and Other Information

The Local Unit shall provide information (or access thereto) as requested by the County Agency regarding discharges from Users located within the Local Unit, including by not limited to, the following:

- A. An inventory of all Users located within the Local Unit that are discharging to the POTW. The Local Unit shall revise the inventory at least annually.
- B. A description of the quality and volume of wastewater discharged to the POTW by the Local Unit.
- C. Such other information as the County Agency may deem necessary.

*[***The following enacting sections may need to be adapted to each local unit's enacting language and requirements, for final review and approval by the County Agency***]*

Section 2. Severability. Sections of this Ordinance shall be deemed severable and should any section, clause or provision of this ordinance be declared to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

Section 3. Saving Clause. The amendment or repeal by this ordinance of any ordinance or ordinance provision shall have no effect upon prosecutions commenced prior to the effective date of this ordinance or prosecutions based upon actions taken by any person prior to

the effective date of this Ordinances. Those prosecutions shall be conducted under the ordinance provisions in effect prior to the effective date of this Ordinance.

Section 4. Conflict. Except as otherwise expressly provided, the provisions of this Ordinance shall control in the event of any inconsistency or conflict between this Ordinance and any other provision of any other Ordinance of the Local Unit.

Section 5. Publication. This Ordinance shall be published by publishing a summary of the Ordinance in a newspaper of general circulation in the _____ of _____, including the designation in the publication of the location in the _____ of _____ where a true copy of the Ordinance can be inspected or obtained, as authorized by State law.

Section 6. Effective Date. This Ordinance shall become effective upon the date of publication of the notice of its adoption as provided in Section 5, above, and as certified by the Clerk, below.

Adopted this _____ day of _____, 2008, by the _____, _____, Michigan.

On roll call, the vote was:

Yeas:

Nays:

By: _____

Certification

I, _____, Clerk of _____, Michigan, do hereby certify that the foregoing is a true copy of the ordinance adopted by the _____ at a regular meeting held on _____, 2008, at _____, and that it was published in _____ on _____, 2008.

_____, Clerk



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE
-DIVISION OF-
WATER & WASTE SERVICES

JEFFREY WRIGHT
COMMISSIONER

G-4610 BEECHER ROAD. FLINT, MICHIGAN 48532-2617
PHONE (810) 732-7870. FAX (810) 732-9773

Friday, October 10, 2008

RE: Genesee County SUO Attorneys Only Meeting

The date and time have been set based on your responses:

Tuesday October the 14th at 1:30 pm

In the conference Trailer at the Genesee County WWS Office

Attached is a Word copy of the SUO for your convenience.

It is also available on our website in .pdf format: gcdcwws.com

Regards,

Joe Goergen



Michigan Department of Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
 7150 Harris Drive, P.O. Box 30005
 Lansing, Michigan 48909-7505

FOR MLCC USE ONLY

Request ID # 483411

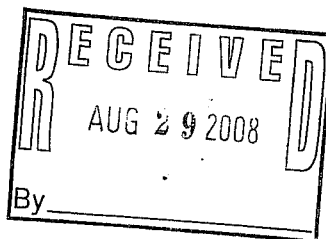
Business ID # 214044

LOCAL APPROVAL NOTICE

[Authorized by MCL 436.1501]

August 20, 2008

TO: SWARTZ CREEK CITY COUNCIL
 8083 CIVIC DRIVE
 SWARTZ CREEK, MI 48473-1377



*Mailed 8-26-08
 JNF*

APPLICANT: GUS C. CHINONIS
 JOHN D. CHINONIS
 JOHN N. PAVLIS

Home Address and Telephone No. or Contact Address and Telephone No.:

GUS C. CHINONIS, 9581 BURNING TREE, GRAND BLANC, MI 48439 H(810)964-6031
 JOHN D. CHINONIS, 13507 HADDON STREET, FENTON, MI 48430 H(810)516-8998
 JOHN N. PAVLIS, 110 WEST COURT STREET, FLINT, MI 48502 B(810)238-0780

CONTACT: (ATTORNEY AND APPLICANT) JOHN N. PAVLIS, 110 WEST COURT STREET, FLINT, MI 48502 (810)238-0780

The MLCC cannot consider the approval of an application for a new or transfer of an on-premises license without the approval of the local legislative body pursuant to the provisions of MCL 436.1501 of the Liquor Control Code of 1998. For your information, local legislative body approval is also required for DANCE, ENTERTAINMENT, DANCE-ENTERTAINMENT AND TOPLESS ACTIVITY PERMITS AND FOR OFFICIAL PERMITS FOR EXTENDED HOURS FOR DANCE AND/OR ENTERTAINMENT pursuant to the provisions of MCL 436.1916 of the Liquor Control Code of 1998.

For your convenience a resolution form is enclosed that includes a description of the licensing application requiring consideration of the local legislative body. The clerk should complete the resolution certifying that your decision of approval or disapproval of the application was made at an official meeting. **Please return the completed resolution to the MLCC as soon as possible.**

If you have any questions, please contact the On-Premises Section of the Licensing Division as (517) 636-4634.

PLEASE COMPLETE ENCLOSED RESOLUTION AND RETURN TO THE LIQUOR CONTROL COMMISSION AT ABOVE ADDRESS

RESOLUTION

At a _____ meeting of the _____
(Regular or Special) (Township Board, City or Village Council)

called to order by _____ on _____ at _____ P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request to TRANSFER OWNERSHIP OF 2008 CLASS C LICENSED BUSINESS, LOCATED IN ESCROW AT 6104 MILLER, SWARTZ CREEK, MI 48473, GENESEE COUNTY, FROM RICHARD T. YOUNG AND SHIRLEY A. YOUNG TO GUS C. CHINONIS, JOHN D. CHINONIS, AND JOHN N. PAVLIS; WITH LICENSE TO BE HELD IN ESCROW.

be considered for _____
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

It is the consensus of this legislative body that the application be:

_____ for issuance
(Recommended or Not Recommended)

State of Michigan _____)

County of _____)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
(Township Board, City or Village Council) (Regular or Special)

meeting held on _____
(Date)

(Signed) _____
(Township, City or Village Clerk)

SEAL

(Mailing address of Township, City or Village)

City of Swartz Creek

Department of Police

8100-A Civic Drive
Swartz Creek, Michigan 48473
(810)635-4401 Fax: (810)635-3728

DATE: October 23, 2008
TO: Paul Bueche, City Manager
FROM: Rick Clolinger, Chief of Police
RE: 2008 Class C Liquor License located at 6104 Miller Road, Swartz Creek

SIR,

On August 26, 2008, R/O received a request for a police investigation in reference to the transfer of a 2008 Class C liquor license located at the business of 6104 Miller Road, Swartz Creek. This request was made by the Michigan Liquor Control Commission.

The Liquor Control Commission requested this department investigate the transfer of ownership of the 2008 Class C license from 6104 Miller Road from Richard T. Young and Shirley A. Young, with the license to be held in escrow, to the ownership of Gus. C. Chinonis, John D. Chinonis, and John N. Pavlis.

On September 3, 2008, R/O, via U. S. mail, sent a letter to the contact person for the new owner of the liquor license, identified as John N. Pavlis. The letter requested Mr. Pavlis to produce identification of all three subjects listed above, being Gus C. Chinonis, John D. Chinonis, and John N. Pavlis. R/O requested a U. S. passport, driver license, or other government issued identification, which includes a photograph and other information including date of birth and physical description.

On September 8, 2008, R/O received, from John N. Pavlis, via fax, the requested information on all three above listed subjects.

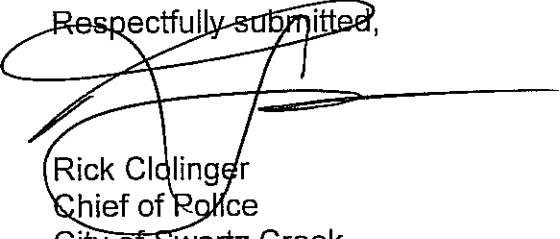
This information received by R/O did confirm the identification of all three subjects. Record checks were run on all three subjects to complete this investigation.

On September 10, 2008, R/O requested that the building official for the city of Swartz Creek, identified as Robert Kehoe, perform an inspection of the building at 6104 Miller Road as part of this investigation. An inspection was completed and a letter is submitted with the report from Robert Kehoe.

Upon completion of my investigation, form LC1800 has been returned to the Liquor Control Commission.

I am of the opinion that the request for transfer can be granted and recommend the same. I would further recommend that the City of Swartz Creek and the City Council recommend the transfer be granted.

Respectfully submitted,



Rick Cldinger
Chief of Police
City of Swartz Creek

City of Swartz Creek
Building Department

Memorandum

Date: September 10, 2008

To: Chief Rick Clolinger

From: Robert Kehoe Building Official

Subject: Liquor License

On Monday, September 4, 2008, I performed a building and safety inspection at 6104 Miller Rd in Swartz Creek Michigan. I was told the liquor license will not be used at that location, but performed the inspection. The building is in compliance with the building code and in a safe condition.



Robert Kehoe
Building Official
City of Swartz Creek
810-635-4464



Michigan Department of Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
 7150 Harris Drive, P.O. Box 30005
 Lansing, Michigan 48909-7505

AUG 29 2008

POLICE INVESTIGATION REQUEST

[Authorized by MCL 436.1201(4)]

*Mailed 8-26-08
MLC*

August 20, 2008

SWARTZ CREEK POLICE DEPARTMENT
 CHIEF OF POLICE
 8100-A CIVIC DRIVE
 SWARTZ CREEK, MI 48473

Request ID #: 483411

Applicant:

GUS C. CHINONIS, JOHN D. CHINONIS, AND JOHN N. PAVLIS REQUEST TO TRANSFER OWNERSHIP OF 2008 CLASS C LICENSED BUSINESS, LOCATED IN ESCROW AT 6104 MILLER, SWARTZ CREEK, MI 48473, GENESEE COUNTY, FROM RICHARD T. YOUNG AND SHIRLEY A. YOUNG; WITH LICENSE TO BE HELD IN ESCROW.

CONTACT: (ATTORNEY AND APPLICANT) JOHN N. PAVLIS, 110 WEST COURT STREET, FLINT, MI 48502 (810)238-0780

Please make an investigation of the application. If you do not believe that the applicants are qualified for licensing, give your reasons in detail. Complete the Police Inspection Report on Liquor License Request, LC-1800, or for Detroit police, the Detroit Police Investigation of License Request, LC-1802. If there is not enough room on the front of the form, you may use the back.

Forward your report, along with fingerprint cards (if requested) and \$30.00 for each card to the Michigan Liquor Control Commission.

If you have any questions, contact the appropriate unit (On Premises, Off Premises or Manufacturers & Wholesalers) at (517) 322-1400.

sfs

<p>LC-1972(Rev. 09/05) Authority: MCL 436.1201(4) Completion: Mandatory Penalty: No License</p>	<p>The Department of Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.</p>
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Michigan Department of Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)

7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

FOR MLCC USE ONLY

Request ID # 483411

Business ID # 214044

POLICE INVESTIGATION REPORT

[Authorized by MCL 436.1217 and R 436.1105; MAC]

Please conduct your investigation as soon as possible, complete all four sections of this report and return the completed report and fingerprint cards to the MLCC

LICENSEE/APPLICANT NAME, BUSINESS ADDRESS AND LICENSING REQUEST:

GUS C. CHINONIS, JOHN D. CHINONIS, AND JOHN N. PAVLIS REQUEST TO TRANSFER OWNERSHIP OF 2008 CLASS C LICENSED BUSINESS, LOCATED IN ESCROW AT 6104 MILLER, SWARTZ CREEK, MI 48473, GENESEE COUNTY, FROM RICHARD-T. YOUNG AND SHIRLEY A. YOUNG; WITH LICENSE TO BE HELD IN ESCROW.

Section 1. APPLICANT INFORMATION

APPLICANT #1:
GUS C. CHINONIS - PARTNER
9581 BURNING TREE
GRAND BLANC, MI 48439
H(810)964-6031

APPLICANT #2:
JOHN D. CHINONIS - PARTNER
13507 HADDON STREET
FENTON, MI 48430
H(810)516-8998

DATE FINGERPRINTED: NO FINGERPRINTS REQUIRED

DATE FINGERPRINTED: NO FINGERPRINTS REQUIRED

DATE OF BIRTH: 2-18-31
Is the applicant a U.S. Citizen: [X] Yes [] No*

DATE OF BIRTH: 11-8-35
Is the applicant a U.S. Citizen: [X] Yes [] No*

*Does the applicant have permanent Resident Alien status?
[] Yes [X] No*

*Does the applicant have permanent Resident Alien status?
[] Yes [X] No*

*Does the applicant have a Visa? Enter status:

*Does the applicant have a Visa? Enter status:

Attach the fingerprint card and \$30.00 for each card and mail to the Michigan Liquor Control Commission

ARREST RECORD: [] Felony [] Misdemeanor
Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

ARREST RECORD: [] Felony [] Misdemeanor
Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

Section 2. INVESTIGATION OF BUSINESS AND ADDRESS TO BE LICENSED

Does applicant intend to have dancing, entertainment, topless activity, or extended hours permit?

[X] No [] Yes, complete LC-1636

Are gas pumps on the premises or directly adjacent? [X] No [] Yes, explain relationship:

Section 3. LOCAL AND STATE CODES AND ORDINANCES, AND GENERAL RECOMMENDATIONS

Will the applicant's proposed location meet all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, if this license is granted? [X] Yes [] No

If you are recommending approval subject to certain conditions, list the conditions: (attach a signed and dated report if more space is needed)

Section 4. RECOMMENDATION

From your investigation:

- 1. Is this applicant qualified to conduct this business if licensed? [X] Yes [] No
2. Is the proposed location satisfactory for this business? [X] Yes [] No
3. Should the Commission grant this request? [X] Yes [] No

4. If any of the above 3 questions were answered no, state your reasons: (Attach a signed and dated report if more space is needed)

Signature (Sheriff or Chief of Police)

SWARTZ CREEK POLICE DEPARTMENT

APPROVED
Chief Rick Clolinger
City of Swartz Creek

10-7-08
Date



Michigan Department of Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)

7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

FOR MLCC USE ONLY

Request ID # 483411

Business ID # 214044

POLICE INVESTIGATION REPORT

[Authorized by MCL 436.1217 and R 436.1105; MAC]

Please conduct your investigation as soon as possible, complete all four sections of this report and return the completed report and fingerprint cards to the MLCC

LICENSEE/APPLICANT NAME, BUSINESS ADDRESS AND LICENSING REQUEST:

GUS C. CHINONIS, JOHN D. CHINONIS, AND JOHN N. PAVLIS REQUEST TO TRANSFER OWNERSHIP OF 2008 CLASS C LICENSED BUSINESS, LOCATED IN ESCROW AT 6104 MILLER, SWARTZ CREEK, MI 48473, GENESEE COUNTY, FROM RICHARD T. YOUNG AND SHIRLEY A. YOUNG; WITH LICENSE TO BE HELD IN ESCROW.

Section 1. APPLICANT INFORMATION

APPLICANT #1:
JOHN N. PAVLIS - PARTNER
110 WEST COURT STREET
FLINT, MI 48502
B(810)238-0780

APPLICANT #2:

DATE FINGERPRINTED: **NO FINGERPRINTS REQUIRED**

DATE FINGERPRINTED:

DATE OF BIRTH: 11-21-39
Is the applicant a U.S. Citizen: Yes No*
*Does the applicant have permanent Resident Alien status?
 Yes No*
*Does the applicant have a Visa? Enter status:

DATE OF BIRTH:
Is the applicant a U.S. Citizen: Yes No*
*Does the applicant have permanent Resident Alien status?
 Yes No*
*Does the applicant have a Visa? Enter status:

****Attach the fingerprint card and \$30.00 for each card and mail to the Michigan Liquor Control Commission****

ARREST RECORD: Felony Misdemeanor
Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

ARREST RECORD: Felony Misdemeanor
Enter record of all arrests & convictions (attach a signed and dated report if more space is needed)

Section 2. INVESTIGATION OF BUSINESS AND ADDRESS TO BE LICENSED

Does applicant intend to have dancing, entertainment, topless activity, or extended hours permit?
 No Yes, complete LC-1636
Are gas pumps on the premises or directly adjacent? No Yes, explain relationship:

Section 3. LOCAL AND STATE CODES AND ORDINANCES, AND GENERAL RECOMMENDATIONS

Will the applicant's proposed location meet all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, if this license is granted? Yes No
If you are recommending approval subject to certain conditions, list the conditions: (attach a signed and dated report if more space is needed)

Section 4. RECOMMENDATION

From your investigation:
1. Is this applicant qualified to conduct this business if licensed? Yes No
2. Is the proposed location satisfactory for this business? Yes No
3. Should the Commission grant this request? Yes No
4. If any of the above 3 questions were answered no, state your reasons: (Attach a signed and dated report if more space is needed)

Signature (Sheriff or Chief of Police)
SWARTZ CREEK POLICE DEPARTMENT
APPROVED
Chief Rick Clolinger
City of Swartz Creek
Date 10-7-08



Home Savers Restoration, Inc.

4500 Morrish rd.
Swartz Creek, Mi. 48473
(810) 635-0485
fax (810) 630-1353

Client: Tom S. - City of Swartz Creek

Operator Info:

Operator: CJWRIGHT

Estimator: Tim Webster

Business: (810) 635-0485

Type of Estimate: Vandalism

Dates:

Date Entered: 10/22/2008

Price List: MIFL4B8D

Restoration/Service/Remodel

Estimate: SWARTZCREEKBATHROOM



Home Savers Restoration, Inc.

4500 Morrish rd.
 Swartz Creek, Mi. 48473
 (810) 635-0485
 fax (810) 630-1353

SWARTZCREEKBATHROOM

Main Level

Area Items: Main Level

DESCRIPTION	QNTY	UNIT COST	TOTAL
Concrete sealer - brush or spray applied	688.00 SF @	0.59 =	405.92

Room: men's bath

Ceiling Height: 8'

DESCRIPTION	QNTY	UNIT COST	TOTAL
Clean foundation wall	400.00 SF @	0.38 =	152.00
Deodorize building - Hot thermal fog	1,202.67 CF @	0.05 =	60.13
Clean toilet partition - per stall - Heavy	1.00 EA @	23.58 =	23.58
Corrosion mitigation of bathroom fixtures - Large bathroom	1.00 EA @	57.94 =	57.94
Clean toilet - Heavy	1.00 EA @	19.84 =	19.84
Clean toilet seat - Heavy	1.00 EA @	4.16 =	4.16
Clean urinal - Heavy	1.00 EA @	19.19 =	19.19
Clean handicap grab bar - Heavy	2.00 EA @	9.07 =	18.14
Clean sink faucet - Heavy	1.00 EA @	9.07 =	9.07
Clean sink - Heavy	1.00 EA @	11.91 =	11.91
Clean toilet paper dispenser - Heavy	1.00 EA @	6.29 =	6.29
R&R Light fixture	1.00 EA @	60.59 =	60.59
Concrete sealer - brush or spray applied	700.67 SF @	0.59 =	413.40

Room: women's bath

Ceiling Height: 8'

DESCRIPTION	QNTY	UNIT COST	TOTAL
Clean foundation wall	400.00 SF @	0.38 =	152.00
Deodorize building - Hot thermal fog	1,202.67 CF @	0.05 =	60.13
Corrosion mitigation of bathroom fixtures - Large bathroom	1.00 EA @	57.94 =	57.94
Clean toilet - Heavy	2.00 EA @	19.84 =	39.68
Clean toilet seat - Heavy	2.00 EA @	4.16 =	8.32
Clean handicap grab bar - Heavy	2.00 EA @	9.07 =	18.14
Clean sink faucet - Heavy	1.00 EA @	9.07 =	9.07
Clean sink - Heavy	1.00 EA @	11.91 =	11.91
Clean toilet partition - per stall - Heavy	2.00 EA @	23.58 =	47.16
Clean toilet paper dispenser - Heavy	1.00 EA @	6.29 =	6.29
R&R Light fixture	1.00 EA @	60.59 =	60.59



Home Savers Restoration, Inc.

4500 Morrish rd.
 Swartz Creek, Mi. 48473
 (810) 635-0485
 fax (810) 630-1353

CONTINUED - women's bath

DESCRIPTION	QNTY	UNIT COST	TOTAL
Concrete sealer - brush or spray applied	700.67 SF @	0.59 =	413.40

Grand Total Areas:

1,253.33 SF Walls	398.00 SF Ceiling	1,651.33 SF Walls and Ceiling
398.00 SF Floor	44.22 SY Flooring	156.67 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	156.67 LF Ceil. Perimeter
398.00 Floor Area	438.67 Total Area	1,253.33 Interior Wall Area
688.00 Exterior Wall Area	86.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



Home Savers Restoration, Inc.

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Swartz Creek, Mi. 48473
(810) 635-0485
fax (810) 630-1353

Summary for Vandalism

Line Item Total				2,146.79
Overhead	@	10.0% x	2,146.79	214.68
Profit	@	10.0% x	2,146.79	214.68
Replacement Cost Value				2,576.15
Net Claim				2,576.15

Tim Webster

SWARTZ CREEK AREA FIRE DEPT, SWARTZ CREEK MICHIGAN 48473

A	FDID 02520	State MI	Incident Date 10/19/2008	Station 1	Incident No. 0000142	Day of Week Sun	Exposure 000	Transaction Add	NFIRS - 1 Basic
B	Location							Census Tract 0127-02	
	Number/Milepost	Prefix	Street or Highway		Street Type	Suffix			
	Directions Apt./Suite/Room	City Swartz Creek	Elms State MI	Zip Code 48473-	Cross street or directions, as applicable Elms Park & Parkridge				
Weather Information Weather Type				Wind Speed MPH 0	Air Temp 0	Wind Direction Fo			
C	Incident Type 112 Fires in structure other than in a building			E1 Dates & Times			E2 Shifts & Alarms		
				Alarm	Date 10/19/2008	Time 18:23	Shift or Platoon	Alarms	District
				Dispatch	//	::	2	1	SC
				En Route	//	::			
				Arrival	10/19/2008	18:30			
				Controlled	10/19/2008	18:39			
				Last Cleared	10/19/2008	20:06			
D	Aid Given or Received		Their FDID	Their State	E3 Special Studies				
	2 Automatic aid received		Their Incident Number		Special Study ID#	Special Study Value			
F	Actions Taken			G1 Resources			G2 Estimated Dollar Losses & Values		
	Primary Action Taken(1) 11 Extinguishment by fire service personnel			Apparatus	Personnel	LOSSES:			
	Additional Action Taken(2)			Suppression	2	10	Property \$	5,000	
	Additional Action Taken(3)			EMS	0	0	Contents \$	200	
				Other	4	17	PRE-INCIDENT VALUE:		
				Water Usage		0 gal.	Property \$		
				Miles: Sta. to Scene	0.0		Contents \$		
H1	Casualties	Fire	Deaths	Injuries	H3 Hazardous Materials Release				
		Service	0	0	N None				
		Civilian	0	0					
H2	Detector			I Mixed Use Property					
				NN Not mixed use					
J	Property Use 926 Outbuilding, protective shelter								
FD Use									
Sort Fld 1. 01-Structures/AMA received				3. Swartz Creek					
K1	Person/Entity Involved			Business Name			Phone Number		
	No. 1			City of Swartz Creek			(810) 634-4464		
	Title	First Name	MI	Last Name		Suffix			
	MR	Paul		Bueche					
	Number	Prefix	Street or Highway		Street Type	Suffix			
	8083		Civic		DR				
	PO Box	Apt./Suite/Room	City		State	Zip Code			
			Swartz Creek		MI	48473-			
K2	Owner			Business Name			Phone Number		
				City of Swartz Creek			(810) 634-4464		
	Title	First Name	MI	Last Name		Suffix			
	MR	Paul		Bueche					
	Number	Prefix	Street or Highway		Street Type	Suffix			
	PO Box	Apt./Suite/Room	City		State	Zip Code			
M	Authorization		Officer in Charge ID	First Name	MI Last Name	Position/Rank	Assignment	Date	
			01BDC	BRENT	D COLE	CHIEF		10/19/2008	
			Member Making Report ID	First Name	MI Last Name	Position/Rank	Assignment	Date	
			01BDC	BRENT	D COLE	CHIEF		10/20/2008	

SWARTZ CREEK AREA FIRE DEPT, SWARTZ CREEK MICHIGAN 48473

A	FDID 02520	State MI	Incident Date 10/19/2008	Station 1	Incident No. 0000142	Exposure 000	Transaction Add	NFIRS - 2 Fire
B Property Details		C On-Site Materials or Products None						
B1	No. Res. Units Not Residential	On-Site Material (1)				On-Site Materials Storage Use (1)		
B2	No. Bldg. Involved 1	On-Site Material (2)				On-Site Materials Storage Use (2)		
B3	Acres Burned None	On-Site Material (3)				On-Site Materials Storage Use (3)		
D Ignition				E1 Cause of Ignition			E3 Human Factors Contributing to Ignition	
D1	Area of Fire Origin 25 Bathroom, checkroom, lavatory, locker			1 Intentional			None	
D2	Heat Source UU Undetermined			E2 Factors Contributing to Ignition			<input type="checkbox"/> Asleep <input type="checkbox"/> Possibly impaired by alcohol or drugs <input type="checkbox"/> Unattended person <input type="checkbox"/> Possibly mentally disabled <input type="checkbox"/> Physically disabled <input type="checkbox"/> Multiple persons involved Age <input type="checkbox"/> Age was a factor Gender:	
D3	Item First Ignited UU Undetermined			Factor Contributing to Ignition (1) NN None				
D4	Type of Material First Ignited			Factor Contributing to Ignition (2)				
F 1 Equipment Involved in Ignition				F 2 Equipment Power		G Fire Suppression Factors		
None Equipment Involved NNN None Brand Model Serial # Year				Equipment Power Source		None Fire Suppression Factor (1) NNN None Fire Suppression Factor (2) Fire Suppression Factor (3)		
				F 3 Equipment Portability				
H1 Mobile Property Involved					H2 Mobile Property Type & Make			
None N None Mobile Property Model Year License Plate NumberState VIN Number					Mobile Property Type Mobile Property Make			
<input type="checkbox"/> Pre-Fire Plan Available			<input type="checkbox"/> Arson Report Attached			<input type="checkbox"/> Coroner Report Attached		
			<input type="checkbox"/> Police Report Attached			<input type="checkbox"/> Other Report Attached		

SWARTZ CREEK AREA FIRE DEPT, SWARTZ CREEK MICHIGAN 48473

A							NFIRS - 3	
FDID 02520	State MI	Incident Date 10/19/2008	Station 1	Incident No. 0000142	Exposure 000	Transaction Add	Structure Fire	
I1 Structure Type 3 Open structure		I2 Building Status 2 In normal use. Includes		I3 Building Height No. Stories at or above grade 1		I4 Main Floor Size Total Square Feet 960 OR Length in Feet 24 BY Width in Feet 40		
J1 Fire Origin Story of Fire Origin 1		J3 Number of Stories Damaged by Flame Number of stories w/ minor damage 1 (1 to 24% flame damage) Number of stories w/ significant damage 0 (25 to 49% flame damage) Number of stories w/ heavy damage 0 (50 to 74% flame damage) Number of stories w/ extreme damage 0 (75 to 100% flame damage)						
J2 Fire Spread 2 Confined to room of origin								
K Material Contributing Most to Flame Spread								
K1 Item Contributing Most to Flame Spread 96 Rubbish, trash, waste				K2 Type of Material Contributing Most to Flame Spread UU Undetermined				
L1 Presence of Detectors N Not present		L3 Detector Power Supply			L5 Detector Effectiveness			
L2 Detector Type		L4 Detector Operation			L6 Detector Failure Reason			
M1 Presence of Automatic Extinguishment System N None Present		M3 Automatic Extinguishment System Operation			M5 Automatic Extinguishment System Failure Reason			
M2 Type of Automatic Extinguishment System		M4 Number of Sprinklers Number of Sprinkler Heads Operating 0						

October 22, 2008

To: Honorable Mayor and City Council
From: Adam Zettel
Subject: Farmers Market Report of 2008

Hello Everyone:

As you are well aware, the Farmers' Market has just finished its second successful year! The market ran every Sunday from 9am-2pm between May 4th and October 12th, without exception. The market averaged about 15-20 vendors (20-30 stalls) that sold fresh fruits and vegetables, baked goods, honey products, art work, crafts, ice cream, concession foods, candles, non-profit promotions, and other goods.

Market attendance was robust in the spring due to the demand for flowers and plants, and attendance remained high through early August. Like last year, late August and fall brought in smaller crowds. However, the Pumpkin Harvest event on October 12 marked the highpoint of the season for vendors and patrons alike.

On the subject of financing, the DDA continues to support the Market and has currently allocated \$6,500 dollars for fiscal year 2009. The DDA budgeted \$3000 for rental income and shall likely exceed this figure. The City also provides support in the form of DPS labor and the provision of Mr. Beauchamp's wages. Mr. Beauchamp personally oversaw every single market day.

Overall, the market did very well this season and continues to grow and prosper!

Quick Facts:

- \$1,110 of Project Fresh vouchers were collected
- The Market operated for 24 weeks this season
- Two special events were held: the Ice Cream Social and the Pumpkin Harvest
- The Market was host to no less than 33 different vendors

We look forward to more of the same next year! Please contact me directly if you have any comments or inquiries on the matter. I am happy to receive comments in person, in writing, over the phone, or via e-mail.

Sincerely,

Adam H. Zettel, AICP
Assistant City Manager

DATE	NAME	PARK	PAV#	GUESTS#
17-May	CUB SCOUTS	ELMS	2	80
22-Jun	CUB SCOUTS	ELMS	1	
19-Jul	YOUNG MARINES	ELMS	2 & 4	
2-Aug	FD PICNIC	ELMS	4	80
16-Aug	GCDSA LABOR UNION	ELMS	4	
30-Aug	YOUNG MARINES	ELMS	2 & 4	
14-Sep	KNIGHTS OF COLUMBUS	ELMS	4	

Paul Bueche

From: Paul Bueche
Sent: Thursday, October 23, 2008 3:22 PM
To: Laura Angus
Subject: Emailing: Oct 27 Mtg, 1999 - Date, Building Permits.pdf

Attachments: Oct 27 Mtg, 1999 - Date, Building Permits.pdf



Oct 27 Mtg, 1999 -
Date, Build...

Laura,

Here's an exported excel sheet with permits issued from about 1999. It show's the estimated values of the improvements as well as the cost of the permit, month to month and totaled (highlighted) by calendar year..

Here's the expenses for our building department for the respective fiscal years (Jul 1 through Jun 30):

FY Ending 6/30/2003:	\$141,009
FY Ending 6/30/2004:	\$125,670
FY Ending 6/30/2005:	\$81,225
FY Ending 6/30/2006:	\$103,095
FY Ending 6/30/2007:	\$63,902:
FY Ending 6/30/2008:	\$69,329

Hope this helps.

Thanx...

Paul Bueche

29-99	Richard Messer		97 Ashley	58-35-300-006	16'x24' Attached Gara	\$ 9,000.00	\$ 18.00			
30-99	Shultz		4279 Springbrook	58-36-651-197	10'x14' Sun Room	\$ 6,000.00	\$ 12.00			
31-99	Dale Krebsbuch		145 Somerset	58-35-300-006	20'x24' Detached Gara	\$ 6,500.00	\$ 13.00			
					& 5'x10' Wood Deck					
32-99	Denny Doty		161 Brookfield	58-35-300-006	Manufactured Home	\$ 69,000.00	\$ 138.00			
33-99	Denny Doty		160 Brookfield	58-35-300-006	Manufactured Home	\$ 26,000.00	\$ 52.00			
34-99	Denny Doty		147 Somerset	58-35-300-006	Manufactured Home	\$ 26,000.00	\$ 52.00			
35-99	Denny Doty		100 Ashley	58-35-300-006	Manufactured Home	\$ 45,000.00	\$ 90.00			
36-99	Denny Doty		159 Brookfield	58-35-300-006	Manufactured Home	\$ 32,000.00	\$ 64.00			
37-99	Robert Brooks		8024 Maple St	58-02-530-043	Reside	\$ 9,800.00	\$ 20.00			
38-99	Terry Groves		8048 Miller Rd	58-35-576-039	Replacement Windows	\$ 6,000.00	\$ 12.00			
39-99	Hill Street Homes		138 Ashley	58-35-300-006	Manufactured Home	\$ 47,000.00	\$ 94.00			
40-99	Hill Street Homes		158 Brookfield	58-35-300-006	Manufactured Home	\$ 48,000.00	\$ 96.00			
41-99	Hill Street Homes		109 Ashley	58-35-300-006	Manufactured Home	\$ 45,000.00	\$ 90.00			
42-99	Donaskii		104 Ashley	58-35-300-006	Manufactured Home	\$ 39,995.00	\$ 80.00			
43-99	Elsenacher		2 Brookfield	58-35-300-006	Manufactured Home	\$ 39,900.00	\$ 80.00			
44-99	Haggerty		72 Ashley	58-35-300-006	Manufactured Home	\$ 39,995.00	\$ 80.00			
45-99	Hill Street Homes		108 Ashley	58-35-300-006	Manufactured Home	\$ 49,000.00	\$ 98.00			
46-99	Bruce Whitman		9221 C hesterfield Dr	58-03-531-158	Two (2) Decks	\$ 3,100.00	\$ 10.00			
47-99	Rick Hansen		9187 Norbury Dr	58-03-533-197	24'x24' Detached Gara	\$ 6,400.00	\$ 12.00			
48-99	George Trundle		5200 Greenleaf Dr	58-03-533-068	6'x22' Re-roof	\$ 6,600.00	\$ 13.00			
49-99	Robert Simpson		162 Brookfield	58-35-300-006	10'x17' Deck	\$ 1,650.00	\$ 10.00			
	May									
50-99	Anthony Lefler		174 Somerset	58-35-300-006	24'x24' Detached Gara	\$ 10,200.00	\$ 20.00			
51-99	Hill Street Homes		12 Kingsley	58-35-300-006	8'x16' Wood Deck	\$ 1,500.00	\$ 10.00			
52-99	Robert Anderson		129 Ashley Circle	58-35-300-006	10'x12' Shed &	\$ 3,000.00	\$ 10.00			
					10'x20' Wood Deck					
53-99	John Richardson		9258 Oakview Dr	58-03-531-139	Sgl Fam w/Att Garage	\$ 155,000.00	\$ 310.00			
54-99	Brian/Stacey Scott		5078 Winston Dr	58-02-501-068	48"x248" Egress Wind	\$ 2,000.00	\$ 10.00			
55-99	Nathan Orange		4176 Red Oak Ln	58-36-528-012	12'x14' Wood Deck	\$ 1,600.00	\$ 10.00			
56-99	Hill Street Homes		151 Somerset	58-35-300-006	Manufactured Home	\$ 42,000.00	\$ 84.00			
57-99	John Krascell		7090 Abbey Ln	58-36-526-055	20'x24' Detached Gara	\$ 11,000.00	\$ 22.00			
58-99	Woodside Bldrs		5923 Crosscreek Dr	58-36-651-207	Sgl Fam w/Att Garage	\$ 101,000.00	\$ 202.00			
59-99	FBC Builders		4186 Silver Maple Ln	58-36-527-005	Sgl Fam w/Att Garage	\$ 110,000.00	\$ 220.00			
60-99	Clint Rogers		5398 Don Shenk Dr	58-03-579-004	Re-roof	\$ 5,000.00	\$ 10.00			
61-99	Dawn Vaughn		143 Ashley Circle	58-35-300-006	10'x12' Shed	\$ 775.00	\$ 10.00			
62-99	Dorothy Cline		163 Brookfield	58-35-300-006	61'x10' Porch	\$ 4,300.00	\$ 10.00			
63-99	Michael Gooley		9162 Chesterfield Dr	58-03-526-019	4'x16' Wood Deck	\$ 400.00	\$ 10.00			
64-99	Irmay May		156 Brookfield	58-35-300-006	16'x24' Detached Gara	\$ 2,452.00	\$ 10.00			
65-99	John Ayers		171 Brookfield	58-35-300-006	8'x16' Wood Deck	\$ 900.00	\$ 10.00			
66-99	Gregory Gagnon		3317 Elms Rd	58-30-551-013	20'x24' Detached Gara	\$ 3,000.00	\$ 10.00			
67-99	Crosswinds North Inc		9001 Miller Rd	58-02-100-001	Remodel 2nd Fl Interic	\$ 150,000.00	\$ 300.00			

	68-99	Amy/Steve Vincent		57 Ashley Circle	58-35-300-006	10'x16' Wood Deck,	\$ 3,000.00	\$ 10.00			
						10'x20' Parking Pad &					
						10'x10' Concrete Slab					
	69-99	Denny Doty		38 Brookfield	58-35-300-006	Manufactured Home	\$ 29,000.00	\$ 58.00			
	70-99	Dawn Williams		95 Ashley Circle	58-35-300-006	10'x16' Wood Deck	\$ 1,200.00	\$ 10.00			
	1-99	John Richardson		9258 Oakview Dr	58-03-531-139	Culvert Permit		\$ 10.00			
	2-99	Carl's Signs & More		9061 Miller Rd #3	58-03-200-003	Sign Permit		\$ 10.00			
	June										
	71-99	Jack King		7479 Wade St	58-01-502-093	4' x 7 1/2' bathroom ad	\$ 2,500.00	\$ 10.00			
	72-99	Dave Johnson		4187 Red Oak Ln	58-36-528-008	Sgl Fam w/Att Garage	\$ 95,000.00	\$ 190.00			
	73-99	Stanley Krzykwa		6376 Miller Rd	58-31-100-022	10'x18' Storage Bldg	\$ 1,000.00	\$ 10.00			
	74-99	Midwest Homes		77 Hamilton	58-35-300-006	Manufactured Home	\$ 49,000.00	\$ 98.00			
	75-99	Donald Diegel		9141 Luea Ln	58-03-626-023	14'x17' Wood Deck	\$ 3,000.00	\$ 10.00			
	76-99	Denny Doty		149 Somerset	58-35-300-006	Manufactured Home	\$ 24,000.00	\$ 48.00			
	77-99	Denny Doty		42 Somerset	58-35-300-006	Manufactured Home	\$ 29,000.00	\$ 58.00			
	78-99	Denny Doty		105 Ashley Circle	58-35-300-006	Manufactured Home	\$ 34,000.00	\$ 68.00			
	79-99	John Gilmore		7515 Elizabeth Ct	58-36-651-057	8'x10' Wood Deck	\$ 3,000.00	\$ 10.00			
	80-99	Stephanie Pelky		59 Ashley Circle	58-35-300-006	10'x10 Shed	\$ 1,000.00	\$ 10.00			
	81-99	Michael Coburn		131 Ashley Circle	58-35-300-006	15'x25' Deck, 4'x4'	\$ 6,400.00	\$ 13.00			
						Porch & 4'x6' Front Porch					
	82-99	Jennifer Larime		5295 Oakview Dr	58-03-532-031	10'x12' Shed	\$ 800.00	\$ 10.00			
	83-99	Don Peel		101 Ashley Circle	58-35-300-006	8'x20' Wood Deck	\$ 2,500.00	\$ 10.00			
	84-99	Gerald Parker		8301 Miller Rd	58-02-504-001	10'x20' Shed	\$ 2,340.00	\$ 10.00			
	85-99	Todd/Sandra Batzloff		5380 Don Shenk Dr	58-03-579-007	24'x24' Detached Gara	\$ 5,000.00	\$ 10.00			
	86-99	Carol Gager		4278 Chapel Ln	58-36-651-142	10'x14' Mi Room	\$ 4,185.00	\$ 10.00			
	87-99	Denny Doty		60 Ashley Circle	58-35-300-006	Manufactured Home	\$ 24,000.00	\$ 48.00			
	88-99	Denny Doty		30 Brookfield	58-35-300-006	Manufactured Home	\$ 28,000.00	\$ 56.00			
	89-99	Kittle		128 Ashley Circle	58-35-300-006	Manufactured Home	\$ 48,000.00	\$ 96.00			
	90-99	Beard		96 Ashley Ct	58-35-300-006	Manufactured Home	\$ 42,000.00	\$ 88.00			
	91-99	Barb Jenkins		36 Somerset	58-35-300-006	Manufactured Home	\$ 42,000.00	\$ 88.00			
	92-99	Diane Pope		5 Brookfield	58-35-300-006	Manufactured Home	\$ 44,000.00	\$ 92.00			
	93-99	Douglas Koch		9259 Jill Marie Ln	58-03-534-015	8'x8' Wood Shed	\$ 900.00	\$ 10.00			
	94-99	Kevin Barnes		100 Ashley Circle	58-35-300-006	24'x24' Detached Gara	\$ 3,250.00	\$ 10.00			
	95-99	Woodside Builders		4292 Springbrook D	58-36-651-173	Sgl Fam w/Att Garage	\$ 95,000.00	\$ 190.00			
	96-99	Not Yet Processed									
	97-99	Woodside Builders		4268 Latifee Ct	58-36-651-245	Sgl Fam w/Att Garage	\$ 133,000.00	\$ 266.00			
	98-99	Don & Alice Cox		9267 Jill Marie Ln	58-03-534-016	11'x11' Front Rm Addi	\$ 20,000.00	\$ 40.00			
	99-99	Erik VonBrockdorff		4197 Mountain Ash	58-36-529-022	Sgl Fam w/Att Garage	\$ 150,000.00	\$ 300.00			
	100-99	Todd/Marcy Haggerty		72 Ashley Circle	58-35-300-006	10'x10' Wood Deck	\$ 800.00	\$ 10.00			
	101-99	Patricia Smith		4177 Red Oak Ln	58-36-528-007	10'x16' Shed	\$ 1,000.00	\$ 10.00			
	1-99	Marchbank's Cement		5384 Winshall Dr	58-03-580-007	Drive Approach Permit		\$ 5.00			
	July										

96-99	Woodside Builders		7372 Crosscreek Dr	58-36-651-229	Sgl Fam w/Att Garage	\$ 97,000.00	\$ 194.00			
102-99	Woodside Builders		9243 Jill Marie Ln	58-03-534-013	Sgl Fam w/Att Garage	\$ 108,000.00	\$ 216.00			
103-99	Rebecca Paris		7297 Miller Rd	58-36-577-034	22'x32' Rear Wood De	\$ 4,000.00	\$ 10.00			
104-99	Allen & Linda Gross		102 Ashley Circle	58-35-300-006	16'x24' Detached Gara	\$ 5,000.00	\$ 10.00			
105-99	Woodside Builders		4378 Crosscreek Dr	58-36-651-217	Sgl Fam w/Att Garage	\$ 106,000.00	\$ 212.00			
106-99	Harold Cheney		6166 Miller Rd	58-31-526-004	10'x20' Addition	\$ 10,000.00	\$ 20.00			
107-99	Woodside Builders		7384 Crosscreek Dr	58-36-651-164	Sgl Fam w/Att Garage	\$ 107,000.00	\$ 214.00			
108-99	Woodside Builders		5915 Crosscreek Dr	58-36-651-205	Sgl Fam w/Att Garage	\$ 94,000.00	\$ 188.00			
109-99	Phil Beito		5176 Birchcrest Dr	58-03-531-121	24'x14' Mi Rm &	\$ 27,500.00	\$ 55.00			
					24'x14' Wood Deck					
110-99	Alex Niedzielski		9112 Chesterfield D	58-03-526-013	24'x32' Detached Gara	\$ 7,500.00	\$ 15.00			
111-99	Hill Street Homes		154 Somerset	58-35-300-006	Manufactured Home	\$ 44,000.00	\$ 88.00			
112-99	Hill Street Homes		58 Somerset	58-35-300-006	Manufactured Home	\$ 35,000.00	\$ 70.00			
113-99	Joe Pease		7181 Bristol Rd	58-36-200-005	32'x24' Pole Barn	\$ 4,500.00	\$ 10.00			
114-99	Built Rite Homes		7 Brookfield	58-35-300-006	Modular Home	\$ 36,000.00	\$ 72.00			
115-99	Built Rite Homes		69 Ashley Circle	58-35-300-006	Modular Home	\$ 39,000.00	\$ 78.00			
116-99	Built Rite Homes		157 Brookfield	58-35-300-006	Modular Home	\$ 34,000.00	\$ 68.00			
117-99	Hill Street Homes		44 Somerset	58-35-300-006	Modular Home	\$ 33,000.00	\$ 66.00			
118-99	Larry Wittock		5146 Oakview Dr	58-02-501-024	10'x24' Wood Deck	\$ 1,100.00	\$ 10.00			
119-99	Regina Rasmussen		75 Hamilton	58-35-300-006	20'x20' Detached Gara	\$ 7,750.00	\$ 14.00			
3-99	Wendy's		4260 Elms Rd	58-36-200-016	Sign Permit		\$ 10.00			
Aug										
120-99	Woodside Builders		4261 Latifee Ct	58-36-651-255	Sgl Fam w/Att Garage	\$ 127,000.00	\$ 254.00			
121-99	Woodside Builders		7374 Crosscreek Dr	58-36-651-230	Sgl Fam w/Att Garage	\$ 128,000.00	\$ 256.00			
122-99	Rebecca Paris		5925 Crosscreek Dr	58-36-651-208	Sgl Fam w/Att Garage	\$ 124,000.00	\$ 248.00			
123-99	Deb Miller/John Bell		152 Somerset	58-35-300-006	16'x40' Wood Deck	\$ 2,200.00	\$ 10.00			
124-99	Marlene Seelye		7503 Grove St	58-01-100-012	8'x50" Wood Deck	\$ 1,000.00	\$ 10.00			
125-99	Barbara Jenkins		36 Somerset	58-35-300-006	24'x16' Detached Gara	\$ 6,000.00	\$ 12.00			
126-99	Rick Henry		6353 Bristol Rd	58-31-100-037	16'X27' Bedroom Addi	\$ 15,000.00	\$ 30.00			
127-99	Knud Dalby		7470 Miller Rd	58-36-300-014	8'x10' Wood Deck	\$ 1,000.00	\$ 10.00			
128-99	Magdalena Jennings		5379 Don Shenk Dr	58-03-579-011	15'x16' Wood Deck	\$ 1,200.00	\$ 10.00			
129-99	Woodside Builders		7367 Crosscreek Dr	58-36-651-234	Sgl Fam w/Att Garage	\$ 90,000.00	\$ 180.00			
130-99	Woodside Builders		5917 Crosscreek Dr	58-36-651-206	Sgl Fam w/Att Garage	\$ 95,000.00	\$ 190.00			
131-99	Charles/Mary Fitchett		5315 Don Shenk Dr	58-02-552-013	16'x24' Det Garage	\$ 3,000.00	\$ 10.00			
132-99	Hill Street Homes		155 Somerset	58-35-300-006	Modular Home	\$ 55,000.00	\$ 100.00			
133-99	Not Yet Processed									
134-99	Hill Street Homes		29 Brookfield	58-35-300-006	Modular Home	\$ 53,000.00	\$ 106.00			
135-99	Not Yet Processed									
136-99	Dave Johnson		7208 Parkridge Parl	58-36-529-011	Sgl Fam w/Att Garage	\$ 120,000.00	\$ 240.00			
137-99	Woodside Builders		9290 Jill Marie Ln	58-03-534-023	Sgl Fam w/Att Garage	\$ 80,000.00	\$ 160.00			
138-99	Woodside Builders		9292 Jill Marie Ln	58-03-534-022	Sgl Fam w/Att Garage	\$ 80,000.00	\$ 160.00			
			6005 Miller Rd	58-32-100-001	Sign Permit		\$ 10.00			

	Sept										
	139-99	Robert Root		7165 Bristol Rd	58-36-200-006	23'x40' Inground Pool	\$ 28,000.00	\$ 56.00			
	140-99	Don & Alice Cox		9267 Jill Marie Ln	58-03-534-016	10'x10' Shed	\$ 1,200.00	\$ 10.00			
	141-99	Hill Street Homes		81 Hamilton	58-35-300-006	Modular Home	\$ 50,000.00	\$ 100.00			
	142-99	Martha & Lyle Strong		4487 Virginia Ct	58-36-651-017	12'x12' Enc Porch/Pati	\$ 11,000.00	\$ 22.00			
	143-99	Arthur Kittel		128 Ashley Circle	58-35-300-006	16'x24' Detached Gara	\$ 5,000.00	\$ 10.00			
	144-99	Woodside Builders		7359 Crosscreek Dr	58-36-651-238	Sgl Fam w/Att Garage	\$ 123,000.00	\$ 246.00			
	145-99	Woodside Builders		7365 Crosscreek Dr	58-36-651-235	Sgl Fam w/Att Garage	\$ 95,000.00	\$ 190.00			
	146-99	Woodside Builders		7349 Crosscreek Dr	58-36-651-242	Sgl Fam w/Att Garage	\$ 113,000.00	\$ 226.00			
	147-99	Emelio Nieto		7091 Park Ridge PK	58-36-528-005	12'x14' Shed	\$ 2,100.00	\$ 10.00			
	148-99	Johnnie Roberts		89 Hamilton	58-35-300-006	Modular Home	\$ 73,000.00	\$ 146.00			
	149-99	Ray Thornton		5367 Greenleaf Dr	58-03-533-104	4.5'x14' Wood Deck	\$ 1,000.00	\$ 10.00			
	150-99	Edgar Barrett		6179 Bristol Rd	58-31-526-014	8'6"x14'8" Enc Patio	\$ 8,600.00	\$ 17.00			
	151-99	Danny Bunnell		5187 Seymour Rd	58-03-533-005	5'x20' Wood Porch	\$ 400.00	\$ 10.00			
	2-99	Ron Vincent		5017 Holland Dr	58-01-100-034	Sidewalk/Drive/Curb		\$ 5.00			
	3-99	Badgley Construction		5382 Durwood Dr	58-03-533-172	Sidewalk/Drive/Curb		\$ 5.00			
	Oct.										
	152-99	Nora Patten/Ed Rose		7468 Miller Rd	58-36-300-013	10'x12' Porch w/Roof	\$ 8,000.00	\$ 16.00			
	153-99	Nora Patten/Ed Rose		7468 Miller Rd	58-36-300-013	12'x34.3' Garage Addit	\$ 4,000.00	\$ 10.00			
	154-99	Built Rite Homes		41 Somerset	58-35-300-006	Modular Home	\$ 25,000.00	\$ 50.00			
	155-99	Built Rite Homes		39 Somerset	58-35-300-006	Modular Home	\$ 28,000.00	\$ 56.00			
	156-99	Michael & Sally Berry		9251 Jill Marie Ln	58-03-534-014	12'x20' Wood Deck	\$ 5,000.00	\$ 10.00			
	157-99	Dave Plumb/Karin Prat		29 Brookfield	58-35-300-006	10'x10' Shed	\$ 1,000.00	\$ 10.00			
	158-99	Gilbert McCaughna		7025 Bristol Rd	58-36-526-067	28'x30' Detached Gara	\$ 12,000.00	\$ 26.00			
	159-99	Home-Max		37 Somerset	58-35-300-006	Modular Home	\$ 38,000.00	\$ 76.00			
	160-99	Hill Street Homes		158 Brookfield	58-35-300-006	Modular Home	\$ 35,000.00	\$ 70.00			
	161-99	Hill Street Homes		139 Ashley Circle	58-35-300-006	Modular Home	\$ 35,000.00	\$ 70.00			
	162-99	Hill Street Homes		122 Ashley Circle	58-35-300-006	Modular Home	\$ 40,000.00	\$ 80.00			
	163-99	Hill Street Homes		120 Ashley Circle	58-35-300-006	Modular Home	\$ 35,000.00	\$ 70.00			
	164-99	Hill Street Homes		73 Ashley Circle	58-35-300-006	Modular Home	\$ 50,000.00	\$ 100.00			
	165-99	Woodside Builders		4269 Latiffee Ct	58-36-651-253	Sgl Family w/Att Garag	\$ 120,000.00	\$ 240.00			
	166-99	Hill Street Homes		61 Ashley Circle	58-35-300-006	Modular Home	\$ 45,000.00	\$ 90.00			
	167-99	Destry Nelson		88 Hamilton	58-35-300-006	Modular Home	\$ 55,000.00	\$ 110.00			
	168-99	Hill Street Homes		150 Somerset	58-35-300-006	Modular Home	\$ 40,000.00	\$ 80.00			
	Nov-Dec										
	169-99	Woodside Builders		7368 Crosscreek Dr	58-36-651-227	Sgl Family w/Att Garag	\$ 118,000.00	\$ 236.00			
	170-99	Woodside Builders		9275 Jill Marie Ln	58-03-534-017	Sgl Family w/Att Garag	\$ 110,000.00	\$ 220.00			
	171-99	Woodside Builders		7358 Crosscreek Dr	58-36-651-222	Sgl Family w/Att Garag	\$ 98,000.00	\$ 196.00			
	172-99	Woodside Builders		7366 Crosscreek Dr	58-36-651-226	Sgl Family w/Att Garag	\$ 105,000.00	\$ 210.00			
	173-99	Lanny McPhillimy		23 Somerset	58-35-300-006	6'x8' Wood Deck	\$ 300.00	\$ 10.00			
	174-99	Lifestyle Homes		90 Hamilton	58-35-300-006	Modular Home	\$ 26,000.00	\$ 52.00			
	175-99	Built Rite Homes		25 Brookfield	58-35-300-006	Modular Home	\$ 33,000.00	\$ 66.00			

	176-99	Built Rite Homes		23 Brookfield	58-35-300-006	Modular Home	\$ 30,000.00	\$ 60.00			
	177-99	Don Walch		8296 Miller Rd	58-35-300-004	Re-roof	\$ 3,540.00	\$ 10.00			
	178-99	James Gilmer		5048 Fairchild St	58-02-526-088	12'x12' Wood Shed	\$ 600.00	\$ 10.00			
	179-99	Dave Johnson		7128 Parkridge Pkw	58-36-529-001	Sgl Family w/Att Garag	\$ 125,000.00	\$ 250.00			
	180-99	Wendy's International		4220 Elms Rd	58-36-200-016	Wendy's Restaurant	\$ 300,000.00	\$ 600.00			
	181-99	Hope Lutheran Church		7365 Miller Rd	58-01-501-010	20'x40' Pavilion/Storage	\$ 17,000.00	\$ 34.00			
	182-99	Harold Patty		5144 Morrish Rd	58-02-200-022	12'x21' Addition to	\$ 6,600.00	\$ 13.00			
						Existing Garage					
	183-99	Dave Johnson		4197 Locust Ln	58-36-527-022	Sgl Family w/Att Garag	\$ 125,000.00	\$ 250.00			
	184-99	Louise Boyer		4284 Chapel Ln	58-36-651-144	12'x14' Sun Room	\$ 6,875.00	\$ 13.60			
	185-99	Linmar Investments		5286 Miller Rd	58-29-551-020	Re-roof	\$ 29,000.00	\$ 58.00			
	186-99	June Francisco		8342 Cappy Ln	58-02-503-039	12'x18' Sun Room	\$ 12,525.00	\$ 25.00			
	187-99	Not Yet Processed									
	188-99	Woodside Builders		7391 Crosscreek Dr	58-36-651-170	Sgl Family w/Att Garag	\$ 105,000.00	\$ 210.00			
	5-99	Jean Miller		8012 Miller Rd	58-35-576-046	Sign		\$ 10.00			
		189 Permits				Total for 1999	\$ 8,079,612.00	\$ 16,203.60			
	Jan										
06/21/00	01-00	Von Brockdorff		7144 Parkridge Pkw	58-36-529-003	Sgl Family w/Att Garag	\$ 145,000.00	\$ 290.00			
06/21/28	02-00	Crannie Construction		7152 Parkridge Pkw	58-36-529-004	Sgl Family w/Att Garag	\$ 140,000.00	\$ 280.00			
04/17/29	03-00	Woodside Builders		7350 Crosscreek Dr	58-36-651-218	Sgl Family w/Att Garag	\$ 108,000.00	\$ 216.00			
04/17/29	04-00	Creekwood Homes		9087 Luea Ln	58-03-626-015	Sgl Family w/Att Garag	\$ 80,000.00	\$ 160.00			
04/17/29	05-00	Creekwood Homes		9089 Luea Ln	58-03-626-016	Sgl Family w/Att Garag	\$ 80,000.00	\$ 160.00			
02/11/30	06-00	Marie Lovegrove		8057 Miller Rd	58-02-529-020	Re-roof	\$ 7,200.00	\$ 14.00			
05/22/30	07-00	Built Rite Homes		87 Hamilton	58-35-300-006	Modular Home	\$ 26,000.00	\$ 52.00			
05/22/30	08-00	Built Rite Homes		6 Brookfield	58-35-300-006	Modular Home	\$ 38,000.00	\$ 76.00			
08/30/30	09-00	Built Rite Homes		78 Hamilton	58-35-300-006	Modular Home	\$ 23,000.00	\$ 46.00			
08/30/30	10-00	Built Rite Homes		80 Hamilton	58-35-300-006	Modular Home	\$ 41,000.00	\$ 82.00			
08/30/30	11-00	Built Rite Homes		3 Brookfield	58-35-300-006	Modular Home	\$ 43,000.00	\$ 86.00			
02/11/30	12-00	Darrin Lum/John Fick		7136 Parkridge Pkw	58-36-529-002	Sgl Family w/Att Garag	\$ 130,000.00	\$ 260.00			
	13-00	Swartz Creek Estates		28 Brookfield	58-35-300-006	Modular Home	\$ 25,000.00	\$ 50.00			
01/07/29	14-00	Built Rite Homes		98 Ashley Circle	58-35-300-006	Modular Home	\$ 41,000.00	\$ 82.00			
12/12/33	15-00	Debbie VanKeuren		5206 Winshall Dr	58-02-553-024	Finish Siding Home	\$ 2,000.00	\$ 10.00			
	Feb										
04/21/55	16-00	Travis Prince		8475 Miller Rd	58-02-501-078	Re-roof	\$ 2,200.00	\$ 10.00			
08/30/30	17-00	Hill Street Homes		118 Ashley Circle	58-35-300-006	Modular Home	\$ 30,000.00	\$ 60.00			
04/21/55	18-00	Built Rite Homes		53 Somerset	58-35-300-006	Modular Home	\$ 34,000.00	\$ 68.00			
04/17/29	19-00	Hill Street Homes		65 Ashley Circle	58-35-300-006	Modular Home	\$ 35,000.00	\$ 70.00			
09/11/62	20-00	Woodside Builders		7402 Crosscreek Dr	58-36-651-158	Sgl Family w/Att Garag	\$ 75,000.00	\$ 150.00			
	Mar										

12/15/82	21-00	Richard Mattson		9251 Hill Rd	58-03-576-003	20'x20' Addition	\$ 28,000.00	\$ 56.00			
06/03/82	22-00	Mike & Sharon Miller		4196 Birch Ln	58-36-529-031	Sgl Family w/Att Garag	\$ 150,000.00	\$ 300.00			
05/29/82	23-00	Built Rite Homes		47 Somerset	58-35-300-006	Modular Home	\$ 42,000.00	\$ 84.00			
05/29/82	24-00	Built Rite Homes		48 Somerset	58-35-300-006	Modular Home	\$ 38,000.00	\$ 76.00			
05/29/82	25-00	Built Rite Homes		52 Somerset	58-35-300-006	Modular Home	\$ 40,000.00	\$ 80.00			
01/19/84	26-00	Helen Gregory		4264 Springbrook D	58-36-651-182	12'x12' Enclosed Patio	\$ 4,520.00	\$ 10.00			
08/06/84	27-00	Ken & Bethany Carlson		5929 Crosscreek Dr	58-36-651-210	Sgl Family w/Att Garag	\$ 150,000.00	\$ 300.00			
11/14/84	28-00	Ernest Eckerdt		5019 Brady St	58-02-527-014	18'x44' Detached Gara	\$ 10,000.00	\$ 20.00			
02/27/88	29-00	John Saloka		151 Somerset	58-35-300-006	8'x10' Wood Shed	\$ 750.00	\$ 10.00			
06/06/88	30-00	Metcalfes		4284 Latiffee Ct	58-36-651-248	Sgl Family w/Att Garag	\$ 125,000.00	\$ 250.00			
06/06/88	31-00	Woodside Builders		7389 Crosscreek Dr	58-36-651-169	Sgl Family w/Att Garag	\$ 117,500.00	\$ 235.00			
06/06/88	32-00	Kaplas		7363 Crosscreek Dr	58-36-651-236	Sgl Family w/Att Garag	\$ 128,000.00	\$ 256.00			
06/06/88	33-00	Katos		9227 Jill Marie Ln	58-03-534-011	Sgl Family w/Att Garag	\$ 70,000.00	\$ 140.00			
06/06/88	34-00	Built Rite Homes		169 Brookfield	58-35-300-006	Modular Home	\$ 36,000.00	\$ 72.00			
08/03/88	35-00	Built Rite Homes		166 Brookfield	58-35-300-006	Modular Home	\$ 40,000.00	\$ 80.00			
11/19/87	36-00	Hill Street Homes		146 Somerset	58-35-300-006	Modular Home	\$ 23,000.00	\$ 46.00			
07/11/89	37-00	Fick & Lum		7104 Parkridge Pkw	58-36-528-002	Sgl Family w/Att Garag	\$ 130,000.00	\$ 260.00			
07/11/89	38-00	Duane Clayton		7256 Miller Rd	58-36-578-005	20'x20' Detached Gara	\$ 2,013.00	\$ 10.00			
10/19/89	39-00	Perreaults		6737 Nemer Ct	58-36-651-212	Sgl Family w/Att Garag	\$ 96,000.00	\$ 192.00			
05/07/90	40-00	Gerald Bendele Jr		5438 Seymour Rd	58-03-400-009	16 1/2'x 20' Wood Dec	\$ 1,500.00	\$ 10.00			
05/07/90	41-00	Kevin Barnes		100 Ashley Circle	58-35-300-006	12'x18' Wood Deck	\$ 2,000.00	\$ 10.00			
05/07/90	42-00	George Woods II		7508 Wade St	58-01-502-092	30'x24' Detached Gara	\$ 7,000.00	\$ 14.00			
	Apr										
10/14/09	43-00	AT&T		4351 S Elms Rd.	58-31-300-003	Cell Tower Addition	\$ 50,000.00	\$ 100.00			
08/10/10	44-00	Renshaw Construction		7030 Miller Rd.	58-36-576-003	42'x73' Comm Bld	\$ 543,589.00	\$ 1,088.00			
11/18/10	45-00	S.S Nelson		7090 Abbey Ln.	58-36-526-055	20'x24' Detached Gara	\$ 7,600.00	\$ 15.00			
04/01/12	46-00	Valley Ridge Const.		7141 Parkridge Pkw	58-36-529-018	Sgl Family w/Att Garag	\$ 130,000.00	\$ 260.00			
10/18/12	47-00	Gary Mc Cullough		5111 Winston Dr	58-02-501-094	Porch - Roof repair	\$ 5,000.00	\$ 10.00			
05/06/13	48-00	Hill Street Homes		103 Ashley Circle	58-35-300-006	Modular Home	\$ 36,000.00	\$ 72.00			
05/06/13	49-00	Hill Street Homes		4 Brookfield	58-35-300-006	Modular Home	\$ 39,000.00	\$ 78.00			
05/06/13	50-00	Hill Street Homes		46 Somerset	58-35-300-006	Modular Home	\$ 33,000.00	\$ 66.00			
05/06/13	51-00	Hill Street Homes		70 Ashley	58-35-300-006	Modular Home	\$ 35,000.00	\$ 70.00			
05/06/13	52-00	Sargents Title		5334 Miller rd.	58-29-551-016	Demolish Home					
03/02/14	53-00	Woodside Builders		5932 Cross Creek	58-36-651-243	Sgl Family w/Att Garag	\$ 117,500.00	\$ 235.00			
03/02/14	54-00	Valley Ridge Const.		7129 Park Ridge	58-36-529-019	Sgl Family w/Att Garag	\$ 120,000.00	\$ 240.00			
03/02/14	55-00	Dave Johnson Bldrs		7168 Park Ridge	58-36-529-006	Sgl Family w/Att Garag	\$ 160,000.00	\$ 320.00			
03/02/14	56-00	Woodside Builders		7354 Cross Creek	58-36-651-220	Sgl Family w/Att Garag	\$ 100,000.00	\$ 200.00			
03/02/14	57-00	R. L. White		4150 Morrish Rd.	58-35-576-020	Storage	\$ 316,800.00	\$ 634.00			
05/10/16	58-00	Bill Luce		4373 Springbrook D	58-36-651-115	Sun Room	\$ 4,000.00	\$ 10.00			
08/18/16	59-00	Joe Maceri		5232 Greenleaf Dr.	58-03-533-063	18 x 18 Deck	\$ 2,000.00	\$ 10.00			
08/18/16	60-00	Randy Miller		9258 Oakview Dr.	58-03-531-139	22 x 24 Deck	\$ 2,000.00	\$ 10.00			
08/18/16	61-00	Woodside Builders		7398 Cross Creek D	58-36-651-159	Sgl Family w/Att Garag	\$ 87,000.00	\$ 174.00			

11/26/16	62-00	David Neeley		5283 Oakview Dr.	58-03-532-029	10x16 shed	\$ 1,600.00	\$ 10.00			
	May										
03/01/37	63-00	Scott Martin		7 Brookfield	58-35-300-006	4 x 30 Ramp	\$ 1,200.00	\$ 10.00			
03/01/37	64-00	Lula Lutze		5028 2nd St	58-01-502-032	12 x 30 Deck	\$ 2,000.00	\$ 10.00			
03/01/37	65-00	Krisann Hohn		8078 Maple St.	58-02-530-008	2.9 x 10 Deck	\$ 500.00	\$ 10.00			
06/09/37	66-00	Wenzlick		7384 Cross Creek	58-36-651-164	13 x 16 MI Room	\$ 3,850.00	\$ 10.00			
06/09/37	67-00	Todd Batzloff		5380 Don Shenk Dr	58-03-579-007	24 x 24 Det Garage	\$ -	\$ -			
09/17/37	68-00	Dave Johnson Bldrs		7176 Park Ridge	58-36-529-007	Sgl Family w/Att Garag	\$ 130,000.00	\$ 260.00			
09/17/37	69-00	Maria Wisda		4197 Mountain Ash	58-36-529-022	16 x 20 Deck	\$ 2,000.00	\$ 10.00			
12/26/37	70-00	Woodside Builders		7360 Cross Creek	58-36-651-223	Sgl Family w/Att Garag	\$ 91,000.00	\$ 182.00			
12/26/37	71-00	Built Rite Homes		148 Somerset	58-35-300-006	Modular Home	\$ 39,000.00	\$ 78.00			
12/26/37	72-00	Built Rite Homes		86 Hamilton	58-35-300-006	Modular Home	\$ 39,000.00	\$ 78.00			
12/26/37	73-00	Hill Street Homes		79 Hamilton	58-35-300-006	Modular Home	\$ 44,000.00	\$ 88.00			
12/26/37	74-00	Hill Street Homes		117 Ashley Circle	58-35-300-006	Modular Home	\$ 33,000.00	\$ 66.00			
12/26/37	75-00	Hill Street Homes		93 Hamilton	58-35-300-006	Modular Home	\$ 39,000.00	\$ 78.00			
12/26/37	76-00	Hill Street Homes		136 Ashley Circle	58-35-300-006	Modular Home	\$ 37,000.00	\$ 74.00			
04/05/38	77-00	James Eisenacher		2 Brookfield	58-35-300-006	8 x 8 Shed	\$ 650.00	\$ 10.00			
11/26/39	78-00	Ken Snell		139 Ashley	58-35-300-006	16 x 20 Det Garage	\$ 3,000.00	\$ 10.00			
11/26/39	79-00	Creative Wood Prod		4187 Red Oak Ln	58-36-528-008	12 x 16 Deck	\$ 2,900.00	\$ 10.00			
08/18/39	80-00	Hill Street Homes		67 Ashley Circle	58-35-300-006	Modular Home	\$ 30,000.00	\$ 60.00			
12/30/40	81-00	Wenzlick		4276 Springbrook	58-36-651-178	Mi Room & Deck	\$ 9,800.00	\$ 19.00			
07/18/41	82-00	Frank Brittan		9143 Norbury	58-03-533-191	24 x 24 Det Garage	\$ 13,000.00	\$ 26.00			
03/10/43	83-00	Woodside Builders		7352 Crosscreek Dr	58-36-651-219	Sgl Family w/Att Garag	\$ 91,000.00	\$ 182.00			
05/23/00	84-00	Hill Street Homes		140 Ashley Circle	58-35-300-006	Modular Home	\$ 36,000.00	\$ 72.00			
05/24/00	85-00	Margaret Jones		140 Ashley Circle	58-35-300-006	10 x 10 Shed	\$ 600.00	\$ 10.00			
05/24/00	86-00	Todd Haggerty		72 Ashley Circle	58-35-300-006	8 x 10 Shed	\$ 620.00	\$ 10.00			
05/24/00	87-00	Woodside Builders		9190 Jill Marie Lane	58-03-534-003	Sgl Family w/Att Garag	\$ 100,000.00	\$ 200.00			
05/24/00	88-00	Woodside Builders		9188 Jill Marie Lane	58-03-534-004	Sgl Family w/Att Garag	\$ 100,000.00	\$ 200.00			
05/24/00	89-00	Elite Exterior		7084 Bristol Rd.	58-25-576-001	Re-roof	\$ 3,335.00	\$ 10.00			
05/26/00	90-00	Dennis Kellett		5205 Helmsley	58-03-532-019	8 x 15 Shed	\$ 600.00	\$ 10.00			
05/31/00	91-00	Greg Benson		7485 Wade	58-01-502-056	Sgl Family w/Att Garag	\$ 70,000.00	\$ 140.00			
	June										
06/01/00	92-00	Rhonda Palmer		21 Kingsley	58-35-300-006	10 x 20 Deck	\$ 2,000.00	\$ 10.00			
06/02/00	93-00	Reiner Wedel		9293 Oakview Dr	58-03-531-023	Sgl Family w/Att Garag	\$ 125,000.00	\$ 250.00			
06/05/00	94-00	Ted Flick		9088 Chelmsford Dr	58-03-528-022	6 X 18 Porch	\$ 1,500.00	\$ 10.00			
06/05/00	95-00	Creative Wood Prod		7455 Wade St	58-01-502-097	16 X 19 Deck	\$ 5,000.00	\$ 10.00			
06/06/00	96-00	Woodside Builders		7371 Crosscreek Dr	58-36-651-232	Sgl Family w/Att Garag	\$ 103,000.00	\$ 206.00			
06/06/00	97-00	Woodside Builders		7351 Crosscreek Dr	58-36-651-241	Sgl Family w/Att Garag	\$ 96,000.00	\$ 192.00			
06/07/00	98-00	Linmar Investments		5286 Miller Rd.	58-29-551-020	Porch - Roof repair	\$ 4,500.00	\$ 10.00			
06/06/00	99-00	Scott Klipa		7287 Miller Rd.	58-36-577-033	Re-roof	\$ 1,800.00	\$ 10.00			
06/07/00	100-00	Lynn Harburn		9298 Chesterfield D	58-03-531-016	Re-roof	\$ 12,500.00	\$ 25.00			
06/12/00	101-00	Valley Ridge Const.		4197 Red Oak Dr.	58-36-528-009	Sgl Family w/Att Garag	\$ 130,000.00	\$ 260.00			

06/13/00	102-00	Ernest Eckerdt		5019 Brady St	58-02-527-014	16 x 25 Addition	\$ 25,000.00	\$ 50.00			
06/14/00	103-00	D. L. White Bld.		9311 Chesterfield D	58-03-531-166	Sgl Family w/Att Garag	\$ 205,000.00	\$ 410.00			
06/22/00	104-00	Lee Jones		140 Ashley Circle	58-35-300-006	8 x 8 Deck	\$ 600.00	\$ 10.00			
06/23/00	105-00	Wenzlick		4486 Springbrook	58-36-651-004	7 x 14 Michigan Room	\$ 8,485.00	\$ 16.00			
06/27/00	106-00	Mark Parenteau		7064 Parkridge Pkw	58-36-527-014	16 x 16 Deck	\$ 3,600.00	\$ 10.00			
06/27/00	107-00	Woodside Builders		9211 Jill Marie Lane	58-03-534-009	Sgl Family w/Att Garag	\$ 83,000.00	\$ 166.00			
06/27/00	108-00	Woodside Builders		9308 Jill Marie Lane	58-03-534-021	Sgl Family w/Att Garag	\$ 89,000.00	\$ 178.00			
06/27/00	109-00	Woodside Builders		4283 Latifee Ct	58-36-651-250	Sgl Family w/Att Garag	\$ 145,000.00	\$ 290.00			
06/29/00	110-00	J&D Construction		39 Somerset	58-35-300-006	16 x 24 Garage	\$ 9,000.00	\$ 18.00			
06/30/00	111-00	Paul Bontrager		5288 Birchcrest Dr	58-03-531-051	18 x 20 Detached Garag	\$ 7,000.00	\$ 14.00			
06/14/00	01S-00	Earl Daup Sign		8546 Miller Rd	58-35-551-009	Sign		\$ 10.00			
06/21/00	02S-00	Bill Carr Sign		7030 Miller Rd.	58-36-576-003	Sign		\$ 10.00			
06/26/00	01C-00	AJ Company		4140 Morrish Rd.	58-35-200-007	Culvert		\$ 10.00			
06/06/00	01D-00	Marchbanks Cement		5185 Worchester	58-02-502-026	Driveway		\$ 5.00			
06/23/00	02D-00	Badgley Conc		5291 Worchester	58-02-551-014	Driveway		\$ 5.00			
	July										
07/05/00	112-00	Scot Wykes		7208 Parkridge Pkw	58-36-529-011	17 x 27 Deck	\$ 2,400.00	\$ 10.00			
07/06/00	113-00	Ninette Thompson		5142 Daval Dr.	58-03-532-028	8 x 12 Shed	\$ 2,200.00	\$ 10.00			
07/10/00	114-00	Hill Street Homes		50 Somerset	58-35-300-006	Modular Home	\$ 30,000.00	\$ 60.00			
07/10/00	115-00	Hill Street Homes		51 Somerset	58-35-300-006	Modular Home	\$ 44,000.00	\$ 88.00			
07/11/00	116-00	Woodside Builders		7364 Crosscreek Dr	58-36-651-225	Sgl Family w/Att Garag	\$ 104,000.00	\$ 208.00			
07/13/00	117-00	Dave Johnson Bldrs		7176 Park Ridge	58-36-529-007	Sgl Family w/Att Garag	\$ 115,000.00	\$ 230.00			
07/17/00	118-00	Hill Street Homes		106 Ashley Circle	58-35-300-006	Modular Home	\$ 33,000.00	\$ 66.00			
07/17/00	119-00	Crannie Const.		7184 Parkridge Pkw	58-36-529-008	Sgl Family w/Att Garag	\$ 130,000.00	\$ 260.00			
07/18/00	120-00	Elite Exterior		5256 Worchester D	58-02-551-008	Re-roof	\$ 3,786.00	\$ 10.00			
	August										
08/03/00	121-00	Valley Ridge Const.		4187 Silver Maple L	58-36-527-003	Sgl Family w/Att Garag	\$ 130,000.00	\$ 260.00			
08/07/00	122-00	Craig Dehmel		97 Ashley Circle	58-35-300-006	10 x 20 deck	\$ 2,600.00	\$ 10.00			
08/07/00	123-00	Built Rite Homes		35 Somerset	58-35-300-006	Modular Home	\$ 33,000.00	\$ 66.00			
08/07/00	124-00	Built Rite Homes		114 Ashley Circle	58-35-300-006	Modular Home	\$ 28,000.00	\$ 56.00			
08/07/00	125-00	Built Rite Homes		31 Brookfield	58-35-300-006	Modular Home	\$ 39,000.00	\$ 78.00			
08/07/00	126-00	Built Rite Homes		66 Ashley Circle	58-35-300-006	Modular Home	\$ 28,000.00	\$ 56.00			
08/07/00	127-00	Built Rite Homes		45 Kingsley	58-35-300-006	Modular Home	\$ 26,000.00	\$ 52.00			
08/07/00	128-00	Michael Donahue		9290 Jill Marie Lane	58-03-534-023	6 X 8 Shed	\$ 500.00	\$ 10.00			
08/08/00	129-00	Lindstorm		6491 Bristol Rd	58-31-501-009	Siding	\$ 4,900.00	\$ 10.00			
08/09/00	130-00	Moore		5336 Winshall	58-02-553-006	Mi Room & Deck	\$ 9,140.00	\$ 18.00			
08/09/00	131-00	White		5242 Seymour Rd	58-03-531-067	Re-roof	\$ 3,000.00	\$ 10.00			
08/11/00	132-00	Diane Pope		5 Brookfield	58-35-300-006	12 X 20 Deck	\$ 2,000.00	\$ 10.00			
08/11/00	133-00	Greg Zafiroff		4187 Red Oak Ln	58-36-528-008	10 x 12 shed	\$ 2,000.00	\$ 10.00			
08/14/00	134-00	John Deady		5415 Winshall	58-03-580-012	24 x32 Det Garage	\$ 18,000.00	\$ 36.00			
08/15/00	135-00	Mike Honold		9209 Young Dr	58-03-531-125	Re-roof	\$ 8,000.00	\$ 16.00			
08/15/00	136-00	Terry Groves		8077 Crapo St.	58-02-530-038	Modular Home	\$ 60,000.00	\$ 120.00			

08/18/00	137-00	Elite Exterior		9235 W. Hill Rd.	58-03-576-013	Re-roof	\$ 5,415.00	\$ 10.00			
08/23/00	138-00	Steve Lamb		5197 Daval	58-02-501-014	Re-roof	\$ 1,500.00	\$ 10.00			
08/15/00	03D-00	Terry Groves		8077 Crapo St	58-02-530-038	Driveway		\$ 5.00			
	September										
09/01/00	04D-00	Marchbanks Cement		5332 Greenleaf Dr	58-03-533-050	Driveway		\$ 5.00			
09/05/00	139-00	Matthew Rierson		138 Ashley Circle	58-35-300-006	8 x 8 Shed	\$ 600.00	\$ 10.00			
09/05/00	140-00	Ted Kayanck		86 Hamilton	58-35-300-006	10 x 16 Deck	\$ 1,000.00	\$ 10.00			
09/05/00	141-00	Jeff Litwin		7506 Grove St.	58-01-100-018	6 x 24 Porch	\$ 1,000.00	\$ 10.00			
09/06/00	142-00	Von Brockdorff Builders		7192 Parkridge	58-36-529-009	Sgl Family w/Att Garag	\$ 160,000.00	\$ 320.00			
09/07/00	143-00	Susan Beebe		90 Hamilton	58-35-300-006	8 x 10 Shed	\$ 650.00	\$ 10.00			
09/07/00	144-00	Jay Shaw		6 Brookfield	58-35-300-006	10 x 10 Shed	\$ 1,200.00	\$ 10.00			
09/07/00	145-00	Sam Daoudi		6103 Miller	58-31-527-004	Fire Repair	\$ 60,000.00	\$ 120.00			
09/08/00	146-00	J B Installed		5324 Winshall	58-02-553-008	Re-roof	\$ 7,700.00	\$ 16.00			
09/08/00	147-00	Korene Kelly		7281 Bristol Rd.	58-36-100-008	Re-roof	\$ 2,500.00	\$ 10.00			
09/11/00	148-00	Joan Caswell		5073 S Morrish Rd.	58-01-100-022	Re-roof	\$ 3,800.00	\$ 10.00			
09/12/00	149-00	Wenzlick		5356 Worchester	58-03-578-003	15 x 17 MI room	\$ 33,500.00	\$ 67.00			
09/12/00	150-00	Mike Shumaker		4084 Jennie Ln	58-36-526-008	Ramp	\$ 800.00	\$ 10.00			
09/12/00	151-00	Melvin Jones		5204 Birchcrest	58-03-531-118	13 x 15 MI Room	\$ 2,500.00	\$ 10.00			
09/15/00	152-00	Randy Van Hurk		5334 Don Shenk	58-02-552-005	4 x 14 Porch	\$ 700.00	\$ 10.00			
09/18/00	153-00	Phillip Jenniches		5233 Oakview Dr	58-02-501-110	Re-roof	\$ 2,000.00	\$ 10.00			
09/20/00	154-00	Rinks Construction		5323 Oakview Dr.	58-03-532-035	Rear Porch	\$ 18,000.00	\$ 36.00			
09/22/00	155-00	Woodside Builders		7355 Cross Creek D	58-36-651-239	Sgl Family w/Att Garag	\$ 110,000.00	\$ 220.00			
09/27/00	156-00	Woodside Builders		9203 Jill Marie Lane	58-03-534-008	Sgl Family w/Att Garag	\$ 80,000.00	\$ 160.00			
09/27/00	157-00	Tom Mc Gaffigan		9240 Chesterfield D	58-03-531-007	24 X 28 Garage	\$ 10,000.00	\$ 20.00			
09/29/00	158-00	Elite Exterior		9200 Young Dr.	58-03-531-151	Re-roof	\$ 4,953.00	\$ 10.00			
	October										
10/03/00	159-00	Greg Benson		7485 Wade	58-01-502-055	16 x 20 Deck	\$ 3,000.00	\$ 10.00			
10/03/00	05D-00	Jeremy Morgan		7442 Grove St.	58-01-502-108	Driveway		\$ 5.00			
10/03/00	160-00	Greg Gagnon		3317 Elms Rd.	58-30-551-013	8 x 24 Deck	\$ 600.00	\$ 10.00			
10/04/00	161-00	Motor City Builders		8095 Civic Dr.	58-35-576-035	Re-roof	\$ 13,765.00	\$ 27.00			
10/04/00	162-00	Morris Ayliffe		93 Hamilton	58-35-300-006	10 x12 Shed	\$ 1,000.00	\$ 10.00			
10/05/00	163-00	Sherrif Goslin		8439 Cappy Ln	58-02-503-054	Re-roof	\$ 3,500.00	\$ 10.00			
10/10/00	164-00	Void		5256 Morrish Rd.	58-02-200-029	30 x 300 Storage	void	void			
10/11/00	165-00	Valley Ridge Const.		4177 Birch Lane	58-36-529-027	Sgl Family w/Att Garag	\$ 130,000.00	\$ 260.00			
10/23/00	166-00	J.W. Morgan		8169 Miller Rd.	58-02-526-001	Re-roof	\$ 3,000.00	\$ 10.00			
10/26/00	167-00	Elite Exterior		7146 Miller Rd.	58-36-578-014	Re-roof	\$ 4,550.00	\$ 10.00			
10/31/00	168-00	Donald Wyant		6473 W. Bristol Rd.	58-31-100-002	Addition	\$ 35,000.00	\$ 70.00			
	November										
11/14/00	169-00	Built Rite Homes		63 Ashley Circle	58-35-300-006	Modular Home	\$ 42,000.00	\$ 84.00			
11/14/00	170-00	Built Rite Homes		84 Ashley Circle	58-35-300-006	Modular Home	\$ 28,000.00	\$ 56.00			
11/14/00	171-00	Built Rite Homes		125 Ashley Circle	58-35-300-006	Modular Home	\$ 36,000.00	\$ 72.00			
11/21/00	172-00	Built Rite Homes		124 Ashley Circle	58-35-300-006	Modular Home	\$ 38,000.00	\$ 76.00			

11/28/00	173-00	Theresa Root		7165 Bristol Rd.	58-36-200-006	Re-Roof	\$ 1,000.00	\$ 10.00				
11/29/00	174-00	Valley Ridge Const.		7216 Parkridge Pkw	58-36-530-016	Sgl Family w/Att Garag	\$ 130,000.00	\$ 260.00				
	December											
12/01/00	175-00	Shirley Cross		8488 Chesterfield D	58-02-501-062	22x22 Garage Addition	\$ 7,840.00	\$ 16.00				
12/05/00	176-00	Lifestyle Homes		68 Ashley Circle	58-35-300-006	Modular Home	\$ 33,000.00	\$ 66.00				
12/20/00	177-00	Hill Street Homes		173 Brookfield	58-35-300-006	Modular Home	\$ 39,000.00	\$ 78.00				
	177 permits					Total for 2000	\$ 8,032,411.00	\$ 16,452.00				
	January											
01/10/01	001-01	JB Installed Sales		5204 Birchcrest Dr.	58-03-531-118	Re-Roof	\$ 5,900.00	\$ 12.00				
01/11/01	002-01	Motor City Builders		9200 Young Dr	58-03-531-151	7X24 Addition	\$ 26,000.00	\$ 52.00				
01/11/01	003-01	Hill Street Homes		142 Ashley Circle	58-85-0142-01	Modular Home	\$ 39,000.00	\$ 78.00				
01/12/01	004-01	Crannie Construction		4177 Mountain Ash	58-36-529-020	Sgl Family w/Att Garag	\$ 130,000.00	\$ 260.00				
01/17/01	005-01	Woodside Builders		4273 Latifee Court	58-36-651-252	Sgl Family w/Att Garag	\$ 100,660.00	\$ 201.00				
01/19/01	006-01	FBC Construction		7080 Parkridge Pkw	58-36-527-016	11x14 Addition	\$ 17,000.00	\$ 34.00				
01/29/01	007-01	Built Rite Homes		92 Hamilton	58-85-0092-01	Modular Home	\$ 27,000.00	\$ 54.00				
	February											
02/06/01	008-01	Hill Street Homes		85 Hamilton	58-85-0085-01	Modular Home	\$ 30,000.00	\$ 60.00				
02/06/01	009-01	Richard Taylor		5203 Morrish Rd.	58-01-100-046	Demo	\$ -	\$ 10.00				
02/13/01	010-01	William Couchman		8449 Cappy Lane	58-02-503-020	24x34	\$ 8,000.00	\$ 16.00				
02/14/01	011-01	Wenzlick		4061 Elms Rd.	58-31-501-002	21x25 Mi Room	\$ 23,000.00	\$ 46.00				
02/14/01	012-01	Woodside Builders		9299 Jill Marie Lane	58-03-534-020	Sgl Family w/Att Garag	\$ 87,750.00	\$ 175.00				
02/15/01	013-01	Jerry Church		107 Ashley Circle	58-85-0107-01	Demo	\$ -	\$ 10.00				
02/20/01	014-01	Kevin Barnes		100 Ashley Circle	58-85-0100-01	24x24 Detached Garag	\$ 2,300.00	\$ 10.00				
02/22/01	015-01	Eric Von Brockdorff		7171 Parkridge Prky	58-36-529-015	Sgl Family w/Att Garag	\$ 120,000.00	\$ 240.00				
	March											
03/05/01	016-01	Wenzlick		7087 Abbey Lane	58-36-526-048	14x16 MI Room	\$ 13,353.00	\$ 27.00				
03/08/01	017-01	Crosswinds North Inc		9001 Miller Rd	58-02-100-001	Sign Frames	\$ 5,000.00	\$ 10.00				
03/08/01	018-01	Woodside Builders		7361 Cross Creek D	58-36-651-237	Sgl Family w/Att Garag	\$ 110,000.00	\$ 220.00				
03/08/01	019-01	Woodside Builders		6748 Nemer Court	58-36-651-216	Sgl Family w/Att Garag	\$ 91,910.00	\$ 184.00				
03/08/01	020-01	Woodside Builders		6736 Nemer Court	58-36-651-214	Sgl Family w/Att Garag	\$ 76,960.00	\$ 154.00				
03/12/01	001C-01	Jamie Janes		9277 Chesterfield D	58-03-531-163	Culvert		\$ 10.00				
03/13/01	021-01	Woodside Builders		9195 Jill Marie Lane	58-03-534-007	Sgl Family w/Att Garag	\$ 86,000.00	\$ 172.00				
03/13/01	022-01	Woodside Builders		4272 Latifee Ct.	58-36-651-246	Sgl Family w/Att Garag	\$ 120,000.00	\$ 240.00				
03/14/01	023-01	David Randall		9 Brookfield	58-85-000-901	18x32 Gar-14x32 Deck	\$ 15,000.00	\$ 30.00				
03/19/01	024-01	Hill Street Homes		119 Ashley Circle	58-85-011-901	Modular Home	\$ 33,500.00	\$ 67.00				
03/19/01	025-01	Hill Street Homes		159 Brookfield	58-85-015-901	Modular Home	\$ 32,000.00	\$ 64.00				
03/20/01	026-01	Valley Ridge Const		4186 Birch Lane	58-36-529-032	Sgl Family w/Att Garag	\$ 130,000.00	\$ 260.00				
03/21/01	027-01	Dave Johnson		4197 Silver Maple	58-36-527-004	Sgl Family w/Att Garag	\$ 110,000.00	\$ 220.00				
03/22/01	028-01	Paramount		7256 Miller Rd.	58-36-578-005	14x20 Mi Room	\$ 17,900.00	\$ 36.00				
03/23/01	029-01	Woodside Builders		6740 Nemer Ct.	58-36-651-215	Sgl Family w/Att Garag	\$ 78,000.00	\$ 156.00				

03/27/01	030-01	Wenzlick		4484 Virginia Ct	58-36-651-027	13x18 Mi Room	\$ 2,836.00	\$ 10.00			
03/29/01	031-01	Mike Ortiz		5181 Greenleaf Dr	58-03-533-078	6X22 Front Porch	\$ 3,000.00	\$ 10.00			
03/29/01	032-01	Lisa Reynolds		3474 Elms Rd.	58-25-576-010	Fire Repair	\$ 5,000.00	\$ 10.00			
03/29/01	033-01	Hall Roofing & Siding		9127 Norbury Dr	58-03-533-189	Re-Side	\$ 7,635.00	\$ 16.00			
03/30/01	034-01	Valley Ridge Const		4187 Birch Lane	58-36-529-028	Sgl Family w/Att Garag	\$ 145,000.00	\$ 290.00			
03/30/01	035-01	Wenzlick		91 Hamilton	58-85-0091-01	10x13 Deck	\$ 1,930.00	\$ 10.00			
	April										
04/04/01	036-01	Woodside Builders		7353 Cross Creek D	58-36-651-240	Sgl Family w/Att Garag	\$ 100,000.00	\$ 200.00			
04/06/01	037-01	Mike Janes		9277 Chesterfield D	58-03-531-163	Sgl Family w/Att Garag	\$ 150,000.00	\$ 300.00			
04/10/01	038-01	Hill Street Homes		99 Ashley Circle	58-85-0099-01	Modular Home	\$ 32,000.00	\$ 64.00			
04/10/01	040-01	Creekwood Homes		9079 Luea Lane	58-03-626-049	Sgl Family w/Att Garag	\$ 80,000.00	\$ 160.00			
04/10/01	041-01	Creekwood Homes		9081 Luea Lane	58-03-626-050	Sgl Family w/Att Garag	\$ 80,000.00	\$ 160.00			
04/11/01	042-01	Lockhart Roofing		3267 Elms Rd.	58-30-551-018	Re-Roof	\$ 5,000.00	\$ 10.00			
04/19/01	043-01	J.B. Supply		5266 Birchcrest	58-03-531-048	Re-Roof	\$ 2,300.00	\$ 10.00			
04/20/01	044-01	Woodside Builders		9179 Jill Marie	58-03-534-005	Sgl Family w/Att Garag	\$ 83,000.00	\$ 166.00			
04/23/01	045-01	Mark West		9104 Chesterfield	58-03-526-012	16x17 Mi Room	\$ 4,000.00	\$ 10.00			
04/23/01	046-01	Sonya Konwinski		92 Hamilton	58-85-0092-01	8x8 Shed-10x12 Deck	\$ 1,000.00	\$ 10.00			
04/23/01	047-01	Hill Street Homes		111 Ashley Circle	58-85-0111-01	Modular Home	\$ 34,000.00	\$ 68.00			
04/24/01	048-01	Edward Coates		5028 Fairchild	58-02-526-089	7x18 Porch	\$ 9,500.00	\$ 19.00			
04/24/01	049-01	Wenzlick		4365 Springbrook	58-36-651-118	7x14 Mi Room	\$ 5,220.00	\$ 10.00			
04/26/01	050-01	Joe Gellings		173 Brookfield	58-85-0173-01	24x32 Garage	\$ 9,000.00	\$ 18.00			
04/27/01	051-01	Elite Exteriors		5014 Ford St	58-02-528-012	Re-roof	\$ 2,500.00	\$ 10.00			
04/27/01	052-01	Jennifer Ellson		26 Brookfield	58-85-0026-01	12x14 Deck-12x12 Sh	\$ 2,500.00	\$ 10.00			
	May										
05/02/01	053-01	Nicholas Young		7468 Grove St	58-01-502-106	14x16 Deck	\$ 1,000.00	\$ 10.00			
05/03/01	054-01	Woodside Builders		7356 Crosscreek Dr	58-36-651-221	Sgl Family w/Att Garag	\$ 78,000.00	\$ 156.00			
05/03/01	055-01	James Hugan		7141 Parkridge Pkw	58-36-529-018	16x20 Deck	\$ 2,500.00	\$ 10.00			
05/07/01	056-01	Robert Beach		5168 Birchcrest	58-03-531-122	10x14 Addition	\$ 14,800.00	\$ 29.00			
05/08/01	057-01	Sharon Vozar		5151 Morrish Rd.	58-01-100-014	Re-Roof	\$ 4,300.00	\$ 10.00			
05/08/01	058-01	Elite Exteriors		5101 Mc Lain St.	58-02-526-038	Re-Roof	\$ 2,530.00	\$ 10.00			
05/08/01	059-01	Mike Dunham		58 Ashley Circle	58-85-0058-01	12x20 Deck	\$ 1,250.00	\$ 10.00			
05/11/01	060-01	Werth Roofing		7482 Country Mead	58-36-651-056	Re-roof	\$ 5,425.00	\$ 10.00			
05/14/01	061-01	John Johanne		7178 Miller Rd.	58-36-578-011	Re-Roof	\$ 2,000.00	\$ 10.00			
05/14/01	062-01	Built Rite Homes		121 Ashley Circle	58-85-0121-01	Modular Home	\$ 29,000.00	\$ 58.00			
05/14/01	063-01	Best-Way Builders		7469 Miller Rd.	58-01-501-003	Re-Roof	\$ 7,000.00	\$ 14.00			
05/15/01	064-01	David Spillane		6498 W. Bristol Rd.	58-30-551-002	10x17 & 20x22 Additio	\$ 28,000.00	\$ 56.00			
05/15/01	065-01	Swartz Creek Mini Stor		5256 Morrish Rd.	58-02-200-029	30x300 Storage Buildi	\$ 125,000.00	\$ 250.00			
05/16/01	066-01	James Wright		9098 Luea Lane	58-03-626-013	8x12 Covered Porch	\$ 1,700.00	\$ 10.00			
05/17/01	067-01	Stephanie Silpoch		4186 Mountain Ash	58-36-529-025	10x12 Shed	\$ 1,000.00	\$ 10.00			
05/17/01	068-01	Korene Kelly		7281 Bristol Rd.	58-36-100-008	8x20 Deck	\$ 1,000.00	\$ 10.00			
05/17/01	069-01	Elite Exteriors		5064 Brady St.	58-02-527-012	Re-Roof	\$ 1,500.00	\$ 10.00			
05/17/01	070-01	Berry Custom Homes		8500 Chesterfield	58-02-501-060	16x18 Addition	\$ 30,000.00	\$ 60.00			

05/21/01	February	Hall Roofing & Siding		5186 S Seymour Rd	58-03-531-172	Re-Roof	\$ 458.00	\$ 10.00			
05/21/01	072-01	Hall Roofing & Siding		5361 Durwood	58-03-533-180	Re-Roof	\$ 5,960.00	\$ 12.00			
05/21/01	073-01	John Pavlica		5247 Greenleaf Dr	58-03-533-088	Re-Roof	\$ 2,500.00	\$ 10.00			
05/24/01	074-01	Wenzlick		4505 Raubinger Rd	58-36-300-003	12x22 MI Room	\$ 17,920.00	\$ 36.00			
05/24/01	075-01	James Green		99 Ashley Circle	58-85-0099-01	24x24 Detached Garage	\$ 7,200.00	\$ 14.00			
05/24/01	076-01	J.R.Boker Const		4134 Jennie Lane	58-36-526-014	Retaining Wall	\$ 5,000.00	\$ 10.00			
05/24/01	077-01	Elite Exteriors		9111 Norbury Dr	58-03-533-187	Re-Roof	\$ 4,120.00	\$ 10.00			
05/29/01	078-01	Stuart Worthing		5202 Don Shenk	58-02-503-011	Shed	\$ 1,000.00	\$ 10.00			
05/29/01	079-01	Craig's Construction		5227 Don Shenk	58-02-503-068	12x20 Addition	\$ 30,000.00	\$ 60.00			
05/29/01	080-01	Don Niles		5234 Don Shenk	58-02-503-006	12x20 MI Room	\$ 1,000.00	\$ 10.00			
	June										
06/01/01	081-01	Eugene Schlosser		71 Ashley	58-85-0071-01	12x16 Deck	\$ 1,000.00	\$ 10.00			
06/05/01	082-01	Ryan Maginity		7056 Parkridge Pkw	58-36-527-013	10x12 Shed	\$ 2,500.00	\$ 10.00			
06/06/01	083-01	Lockhart Roofing		8512 Chesterfield	58-02-501-058	Re-Roof	\$ 5,000.00	\$ 10.00			
06/06/01	084-01	Lockhart Roofing		5221 Worchester	58-02-502-032	Re-Roof	\$ 5,000.00	\$ 10.00			
06/11/01	085-01	Lee Burnham		8104 Miller	58-35-576-025	Porch Roof	\$ 1,000.00	\$ 10.00			
06/11/01	086-01	Stuart Worthing		5202 Don Shenk	58-02-503-011	13x25 Pool/10x12deck	\$ 5,000.00	\$ 10.00			
06/11/01	087-01	Oather McPherson		9201 Chesterfield	58-03-531-156	Porch Roof	\$ 3,000.00	\$ 10.00			
06/11/01	088-01	Valley Ridge Const		4192 Hickory Lane	58-36-530-008	Sgl Family w/Att Garage	\$ 145,000.00	\$ 290.00			
06/11/01	089-01	John Hunter		5174 Winshall	58-02-503-076	Rep. 4x8 WD, Deck	\$ 2,000.00	\$ 10.00			
06/13/01	90-01	Rob Anderson		129 Ashley Circle	58-85-0129-01	9x12 WD	\$ 500.00	\$ 10.00			
06/14/01	91-01	Woodside Builders		9252 Jill Marie	58-03-534-031	Sgl Family w/Att Garage	\$ 86,000.00	\$ 172.00			
06/14/01	92-01	Chern Sirayothin		9128 Chesterfield	58-03-526-015	12x19 Enc. Patio	\$ 11,300.00	\$ 23.00			
06/14/01	93-01	Don Howard		5188 Oakview	58-02-501-019	13x13 MI Room	\$ 13,500.00	\$ 27.00			
06/28/01	94-01	Jeff Leese		4187 Silver Maple	58-36-527-003	24x24 Det. Gar.	\$ 7,500.00	\$ 15.00			
06/28/01	95-01	Jack Tanner		9111 Norbury Dr	58-03-533-187	6x20 WD, Deck	\$ 12,000.00	\$ 24.00			
06/29/01	96-01	Laura Leyanna		5202 Seymour	58-03-531-072	Reroof	\$ 7,000.00	\$ 14.00			
06/29/01	97-01	Becker		4534 Raubinger	58-01-501-014	Reroof	\$ 14,532.00	\$ 29.00			
06/29/01	98-01	Mark Landskroener		7565 Mason	58-36-551-005	12x16 Shed	\$ 3,000.00	\$ 10.00			
	JULY										
07/10/01	99-01	Ronald Burch		7036 Yarmy	58-36-526-050	6x14/10x20 WD	\$ 8,000.00	\$ 16.00			
07/10/01	100-01	Jack Tanner		9111 Norbury Dr	58-03-533-187	Siding/Windows	\$ 7,620.00	\$ 16.00			
07/13/01	101-01	David Fortino		4463 Morrish Rd	58-36-551-001	28x40 Det Garage	\$ 12,000.00	\$ 24.00			
07/16/01	102-01	David Hopper		4525 Raubinger rd	58-36-300-001	16 x 14 Fam. Rm. Add	\$ 19,000.00	\$ 38.00			
07/24/01	103-01	Woodside Builders		5927 Crosscreek	58-36-651-209	Sgl. Fam./Att. Gar.	\$ 126,000.00	\$ 252.00			
07/24/01	104-01	Gary Krull		7192 ParkRidge	58-36-529-009	10x16 Enc. Patio	\$ 8,790.00	\$ 17.50			
07/30/01	105-01	S. Lester VOID		5368 Durwood Dr	58-03-533-117	18X36 I G Pool VOID	\$ 15,000.00	\$ 30.00			
07/30/01	106-01	Judy Campbell		9096 Luea Lane	58-03-626-014	8x12 Cov. Porch	\$ 2,000.00	\$ 10.00			
07/30/01	107-01	Dave Johnson		7200 Parkridge Pkw	58-36-529-010	Sig. Fam./Att. Gar.	\$ 125,000.00	\$ 250.00			
08/07/01	108-01	Wayne Burch		8218 Miller Rd	58-35-400-013	17x12 Deck	\$ 4,000.00	\$ 10.00			
	AUGUST										
08/13/01	109-01	James Green		99 Ashely Cir.	58-85-009-901	10x20 Deck	\$ 1,450.00	\$ 10.00			

04/30/02	035-02	Woodside Builders		9198 Jill Marie	58-03-534-001	Sgl. Family/Att. Gar.	\$ 85,000.00	\$ 170.00			
04/30/02	036-02	Woodside Builders		9196 Jill Marie	58-03-534-002	Sgl. Family/Att. Gar.	\$ 85,000.00	\$ 170.00			
		MAY									
05/01/02	037-02	Kroger, Inc		7084 Miller Rd	58-36-576-007	Mercantile	\$ 3,200,000.00	\$ 6,400.00			
Same	Same	Same		7100 Miller Rd	thru -o11	Gas station					
05/03/02	37A-02	James Redick		20 Brookfield	58-85-0020-01	12x14 Wood Deck	\$ 500.00	\$ 10.00			
05/06/02	038-02	Randall Swain		9286 Eton Ct	58-03-531-012	12x18 Wood Deck	\$ 6,872.00	\$ 14.00			
05/06/02	039-02	Rebecca Fox		154 Somerset	58-85-0154-01	24x28 Det Garage	\$ 5,000.00	\$ 10.00			
05/06/02	040-02	Duane Clayton		7256 Miller Rd	58-36-578-005	12x16 Shed	\$ 1,300.00	\$ 10.00			
05/07/02	041-02	Merlene Osborn		7390 Crosscreek	58-36-651-162	Enc. 12x12 Wd Deck	\$ 3,292.00	\$ 10.00			
05/08/02	042-02	Geneva Oginsky		5354 Don Shenk	58-02-552-002	12x32 wd deck	\$ 3,000.00	\$ 10.00			
05/08/02	043-02	Bob Caldwell		5188 Helmsley Dr	58-03-532-002	Roof over 16x16 deck	\$ 2,000.00	\$ 10.00			
05/09/02	044-02	Fred Pajtas		7580 Church	58-36-551-012	12x16 Shed	\$ 4,000.00	\$ 10.00			
05/09/02	045-02	David Palmer		35 Somerset	58-85-003-501	10x10 Shed	\$ 2,500.00	\$ 10.00			
05/10/02	046-02	S.C. Mini Storage		5256 S Morrish	58-02-200-029	30x300 min/ware.	\$ 125,000.00	\$ 250.00			
05/01/02	047-02	Robert Dow		79 Hamilton	58-85-007-901	10x10 Shed	\$ 2,000.00	\$ 10.00			
05/13/02	048-02	Fred Elston		5226 Greenleaf	58-03-533-064	14x18 Room Add.	\$ 19,300.00	\$ 39.00			
05/13/02	049-02	Chet Singh		5075 Brady	58-02-200-015	12x15 Garage Add	\$ 5,000.00	\$ 10.00			
05/24/02	050-02	Anna Brown		106 Ashley Ct	58-85-0106-01	10x30 Wood Deck	\$ 3,000.00	\$ 10.00			
05/24/02	SW1-02	Olla Howey		5188 Winshall Dr	58-02-553-027	Sidewalk 60x4x4"		\$ 10.00			
05/28/02	SW2-02	Lisa Bowen		5234 Seymour Rd	58-03-531-068	Sidewalk 20x4x6"		\$ 10.00			
05/31/02	051-02	Jeff/Cathy Lord		7040 Parkridge	58-36-527-011	9x19 Deck	\$ 4,000.00	\$ 10.00			
		JUNE									
06/04/02	052-02	Randy Robinson		7472 Springbrook C	58-36-651-111	7x14 Sunroom	\$ 6,370.00	\$ 13.00			
06/05/02	053-02	Donn Peel		101 Ashley Cr	58-85-0101-01	10x10 wood deck	\$ 500.00	\$ 10.00			
06/05/02	054-02	Airport Homes		116 Ashley	58-85-011-601	Manf. Home	\$ 31,765.00	\$ 64.00			
06/07/02	055-02	Gerre Johnson		9200 Young Dr	58-03-531-151	14x20 Wood Deck	\$ 3,000.00	\$ 10.00			
06/07/02	056-02	Patti Ruhala		7530 Miller Rd	58-36-300-020	New peaked roof	\$ 5,000.00	\$ 10.00			
06/12/02	057-02	Matt/Bonnie Mageli		5205 Daval Dr.	58-02-501-015	12x16 Wood Deck	\$ 3,000.00	\$ 10.00			
06/13/02	058-02	Joe Gellings		173 Brookfield	58-85-0173-01	10x20 Decl	\$ 3,400.00	\$ 10.00			
06/13/02	059-02	Wolverine Homes		6189 Bristol Rd	58-31-526-015	26x52 Manf. Home	\$ 54,000.00	\$ 108.00			
06/18/02	060-02	R Villarreal		7494 Grove St.	58-01-100-017	12x24 W. Deck	\$ 2,000.00	\$ 10.00			
06/20/02	061-02	Steve Tabit		5027 Brady St.	58-02-527-015	10x12 Wd. Deck	\$ 1,500.00	\$ 10.00			
06/20/02	062-02	Shelly Wilson		8126 Ingalls St.	58-02-200-004	6x22 Wood Deck	\$ 3,000.00	\$ 10.00			
06/20/02	063-02	Genesee Fed.Cred. Union		9189 Miller Rd	58-03-200-014	Office Bldg.	\$ 950,000.00	\$ 1,700.00			
06/21/02	064-02	John H Corey		5170 Morrish Rd	58-02-530-044	24x40 Garage	\$ 10,476.00	\$ 22.00			
06/24/02	065-02	Steven Juratich		5173 Daval Dr.	58-02-501-011	4x18 Living Rm. Ext.	\$ 11,000.00	\$ 22.00			
06/24/02	066-02	Paul Morrison		5192 Worchester Dr	58-02-502-009	12x14 Gambrel Barn	\$ 5,400.00	\$ 10.00			
04/16/02	SD1-02	Kevin Hutcheson		5058 Morrish Rd	58-02-529-012	20' Walk-20'appro					
06/13/02	CV1-02	John R Warland		6189 Bristol Rd	58-31-526-015	20'- 12" Culvert		\$ 10.00			
06/24/02	DA1-02	Scott Brokaw		7045 Bristol Rd	58-36-526-066	16' Drive Approach		\$ 10.00			

06/25/02	067-02	Woodside		6379 Augusta	58-30-300-005	Sgl. Family/Att. Gar.	\$ 150,000.00	\$ 300.00			
06/25/02	068-02	Woodside Bldrs		3446 Cambridge	58-30-300-005	Sgl. Family/Att. Gar.	\$ 150,000.00	\$ 300.00			
06/25/02	069-02	Woodside Bldrs		6281 Augusta	58-30-300-005	Sgl. Family/Att. Gar.	\$ 150,000.00	\$ 300.00			
06/25/02	070-02	Woodside Bldrs		3482 Canterbury	58-30-300-005	Sgl. Family/Att. Gar.	\$ 150,000.00	\$ 300.00			
06/26/02	071-02	Susan Heckman		84 Ashley Cr	58-85-0084-01	8x12 Deck	\$ 1,500.00	\$ 10.00			
06/27/02	072-02	Mark Fiebke		5441 Whitney Ct	58-03-533-183	Re-side/Re-roof	\$ 4,800.00	\$ 10.00			
06/28/02	073-02	David Palmer		35 Somerset	58-85-0035-02	Decks 12x20 & 12x20	\$ 1,500.00	\$ 10.00			
	JULY										
07/12/02	074-02	Brookman James		5366 Winshall	58-02-553-001	14x31 I.G. Pool	\$ 28,694.00	\$ 57.00			
07/15/02	DA2-02	Charles Hall		5324 Worchester	58-03-578-007	Driveway	\$ 5,000.00	\$ 5.00			
07/17/02	075-02	Hill st. Homes		137 Ashley	58-85-013-701	Mod. Home	\$ 37,600.00	\$ 76.00			
07/17/02	076-02	Paul Bueche		7168 Parkridge Pkw	58-36-529-006	17x30 Wd. Deck	\$ 5,000.00	\$ 10.00			
07/08/02	077-02	Fore Property		8250 Miller	58-35-400-017	7 Apt./1 Comm. Blgs.	\$ 4,630,500.00	\$ 9,261.00			
07/18/02	DA3-02	Roger Sharp		8138 Miller Rd	58-35-576-057	Drive Approach		\$ 5.00			
07/22/02	078-02	Kevin Barnes		100 Ashley Cr	58-85-0100-01	6x8 Wood Deck	\$ 200.00	\$ 10.00			
	AUGUST										
08/02/02	079-02	Rick Hosler		7095 Yarmy Dr	58-36-526-076	Sgl. Fam./Att. Garage	\$ 104,550.00	\$ 210.00			
08/05/02	080-02	David Mclean		8046 Maple	58-02-530-003	6x24 Wood Deck	\$ 3,500.00	\$ 10.00			
08/06/02	DA4-02	Elaine Tucker		5294 Daval	58-02-553-019	Drive App./Por. Top		\$ 5.00			
08/07/02	SP1-02	Dr. Pounder		4495 Morrish	58-36-552-001	Sign Permit		\$ 10.00			
08/07/02	081-02	Kelly Boyer		5068 Fairchild	58-02-526-084	10x23 Wd. Deck	\$ 1,200.00	\$ 10.00			
08/14/02	082-02	Gerald House		103 Ashley	58-85-010-301	8x10 Shed	\$ 1,000.00	\$ 10.00			
08/15/02	083-02	John Chase		7296 Miller	58-36-578-02	30x40 Pole Barn	\$ 18,500.00	\$ 37.00			
08/16/02	084-02	Doug Cope		114 Ashley	58-85-011-401	8x8 Shed	\$ 500.00	\$ 10.00			
08/19/02	DA5-02	Dave Ruff		5289 Oakview	58-03-532-030	Drive App./Por. Top		\$ 5.00			
08/20/02	085-02	Dan/Kelly Boyer		5068 Fairchild	58-02-526-084	16x24 Det. Garage	\$ 9,000.00	\$ 18.00			
08/23/02	086-02	Brian Beard		96 Ashley Circle	58-85-009-601	10x12 Shed	\$ 600.00	\$ 10.00			
08/27/02	087-02	Randall Const.		4138 Elms Rd.	58-36-200-009	28x20 Room Add.	\$ 40,000.00	\$ 80.00			
08/28/02	088-02	Edward Beard		6157 Miller Rd	58-31-527-008	10x6 Bathroom Add	\$ 3,000.00	\$ 10.00			
08/30/02	089-02	Dale Redman		5018 Hayes	58-02-529-015	16x30 Wood Deck	\$ 3,000.00	\$ 10.00			
	Sept.										
08/07/02	SP2-02	Genesee 1st Fed CU		9189 Miller Rd	58-03-200-014	Sign Permit		\$ 10.00			
09/04/02	090-02	Valley Ridge		7163 Parkridge	58-36-529-016	Sgl. Fam/Att. Gar	\$ 144,500.00	\$ 289.00			
09/04/02	091-02	Charlie Prause		154 Somerset	58-85-015-401	10x21 Deck	\$ 3,000.00	\$ 10.00			
09/09/02	092-02	Woodside		6292 Augusta	58-30-651-023	Sgl. Fam/Att. Gar	\$ 145,845.00	\$ 292.00			
09/09/02	093-02	Woodside		6286 Augusta	58-30-651-022	Sgl. Fam/Att. Gar	\$ 180,000.00	\$ 360.00			
09/09/02	094-02	Woodside		3451 Canterbury st.	58-30-651-038	Sgl. Fam/Att. Gar	\$ 160,000.00	\$ 320.00			
09/09/02	095-02	Woodside		3490 Canterbury St	58-30-651-017	Sgl. Fam/Att. Gar	\$ 160,000.00	\$ 320.00			
09/12/02	096-02	Kroger/Retail		7084 Miller	Pt 58-36-576-00	Retail Stores	\$ 240,000.00	\$ 460.00			

09/12/02	097-02	Kroger/Gas		7100 Miller	Pt 58-36-576-00	Gas Station	\$ 180,000.00	\$ 360.00			
09/12/02	098-02	Kris Hohn		8078 Maple St	58-02-530-008	14x22 Garage	\$ 3,500.00	\$ 10.00			
09/13/02	SP3-02	Kroger		7100 Miller Rd	Pt 58-36-576-00	Gas Canopy		\$ 10.00			
09/13/02	DA6-02	Bradly Kleimola		9047 Chelmsford Dr	58-03-528-013	21' wide Approach		\$ 5.00			
09/16/02	099-02	Janine Plum		5203 Birchcrest	58-03-531-087	Re-roof	\$ 5,000.00	\$ 10.00			
09/17/02	100-02	Woodside		6371 Augusta	58-30-651-004	Sgl. Fam/Att. Gar	\$ 170,000.00	\$ 340.00			
09/17/02	101-02	Wenzlick		4467 Colony Ct	58-36-651-023	11x14 Sun Room	\$ 11,300.00	\$ 23.00			
09/17/02	102-02	Ron Wiens		9307 W Hill Rd	58-03-576-011	14x16 Wood Deck	\$ 1,700.00	\$ 10.00			
09/20/02	103-02	Valley Ridge		4206 Birch Ln	58-36-529-030	Sgl. Fam/Att. Gar	\$ 106,000.00	\$ 212.00			
09/30/02	104-02	Cathy Engil		8403 Miller Rd	58-02-504-013	16x17,6x6,22x25,owd	\$ 15,000.00	\$ 12.50			
09/30/02	105-02	Gerald Wilkinson		8502 Chelmsford Dr	58-02-501-042	Tear-off, Re-roof	\$ 7,300.00	\$ 14.00			
09/30/02	106-02	Woodside		3457 Canterbury	58-30-651-037	Sgl. Fam/Att. Gar	\$ 95,000.00	\$ 190.00			
	OCT										
10/01/02	107-02	D Lum - Scott Parker		7160 Parkridge Pkw	58-36-529-005	Sgl Fam/Att Garage	\$ 138,000.00	\$ 275.00			
10/01/02	108-02	Syncor Internationl		5370 Miller Rd	58-80-690-090	Remodel offices	\$ 40,000.00	\$ 80.00			
10/02/02	109-02	Tony Reynolds		3474 Elms	58-25-576-010	12x25 Add.	\$ 25,500.00	\$ 51.00			
10/04/02	110-02	Marie Tynes		8514 Chelmsford Dr	58-02-501-040	Reroof/hse/garage	\$ 5,000.00	\$ 10.00			
10/08/02	111-02	Jerry Broadworth		4192 Hickory Ln.	58-36-530-008	12x16 Shed	\$ 3,500.00	\$ 10.00			
10/14/02	112-02	Bobby Caldwell		5188 Helmsley	58-03-532-002	Enc. Rear Deck	\$ 2,500.00	\$ 10.00			
10/14/02	113-02	Woodside Builders		3435 Heritage Blvd.	Pt58-30-300-004	Sgl. Fam./Att. Gar.	\$ 105,000.00	\$ 210.00			
10/14/02	114-02	Jack King		7479 Wade St	58-01-502-093	New Roof	\$ 2,000.00	\$ 10.00			
10/14/02	115-02	Rick Henry		6353 Bristol Rd	58-31-100-037	new barn	\$ 10,000.00	\$ 20.00			
10/17/02	116-02	First Bap. Church		5372 Seymour	58-03-400-002	Phase 1 Addition	\$ 325,000.00	\$ 650.00			
10/23/02	117-02	Woodside Builders		6295 Augusta	Pt.58-30-300-00	Sgl. Fam./Att. Gar.	\$ 104,000.00	\$ 208.00			
10/28/02	118-02	Sachse Const.		7070 Miller	Pt.58-36-576-00	Tenant Space	\$ 20,000.00	\$ 40.00			
10/28/02	119-02	Sachse Const.		7070 Miller	Pt.58-36-576-00	Tenant Space	\$ 15,000.00	\$ 30.00			
10/30/02	120-02	Sachse Const.		7070 Miller	Pt.58-36-576-00	Tenant Space	\$ 15,000.00	\$ 30.00			
	Nov										
11/01/02	121-02	Ron Scott		19 Brookfield	58-85-001-901	Det. Garage	\$ 5,000.00	\$ 10.00			
11/06/02	122-02	Charles Campbell		5342 Winshall	58-02-553-005	Kitchen/bath add.	\$ 44,000.00	\$ 88.00			
11/06/02	123-02	Margaret Hill		6483 W Bristol Rd	58-31-501-010	12x18 add w/1/2 bath	\$ 34,000.00	\$ 68.00			
11/06/02	124-02	Steve Fredricks		4138 Elms Rd	58-36-200-009	20x28 Add bed/bath	\$ 51,000.00	\$ 102.00			
11/14/02	125-02	Woodside Bldrs		3445 Cambridge	58-30-651-011	Sgl.Fam./Att. Gar.	\$ 97,000.00	\$ 194.00			
11/14/02	126-02	Woodside Bldrs		3450 Heritage Blvd.	Pt 58-30-300-00	Sgl.Fam./Att. Gar.	\$ 108,500.00	\$ 217.00			
11/20/02	127-02	Marlene Seelye		7503 Grove	58-01-100-012	10x14 Shed	\$ 2,500.00	\$ 10.00			
11/22/02	128-02	Sachse Const VOID		7070 Miller VOID	Pt 58-36-576-00	Tenant Space VOID					
11/26/02	129-02	Woodside Bldrs		3452 Cambridge	Pt 58-30-300-00	Sgl.Fam./Att. Gar.	\$ 175,000.00	\$ 350.00			
11/27/02	130-02	Hill St. Homes		67 Ashley	58-85-006-701	Manf. Home	\$ 33,000.00	\$ 101.00			
11/27/02	131-02	Rite Style Homes		157 Brookfield	58-85-015-701	Manf. Home	\$ 28,000.00	\$ 91.00			
	DEC										

12/02/02	132-02	Michael Miller		4196 Birch Lane	58-36-529-031	Finishing Basement	\$ 15,000.00	\$ 30.00			
12/02/02	SP4-02	Vooheis Signs		Carriage Plaza	58-03-530-001	Sign		\$ 10.00			
12/26/02	133-02	Woodside Bldrs		3460 Heritage Blvd	Pt. 58-30-300-00	Sgl.Fam./Att. Gar.	\$ 135,000.00	\$ 270.00			
	JAN						\$ 15,189,914.00	\$ 30,556.50			
01/02/03	01-03	Woodside Bldrs		3441 Heritage	Pt 58-30-300-00	Sgl. Fam./Att. Gar	\$ 110,000.00	\$ 220.00			
01/03/03	SP1-03	BoRics		7070 Miller	Pt 58-36-576-00	Sign	\$ 10.00				
01/21/03	Sp2-03	BlockBuster		7070 Miller	Pt 58-36-576-00	Sign	\$ 10.00				
01/21/03	SP3-03	ChecknGo		7070 Miller	Pt 58-36-576-00	Sign	\$ 10.00				
01/21/03	02-03	Dairy Queen		8541 Miller	58-02-100-003	Reroof	\$ 8,000.00	\$ 16.00			
01/22/03	03-03	Woodside Bldrs		6328 Augusta	58-30-651-013	Sgl. Fam./Att. Gar	\$ 150,000.00	\$ 300.00			
01/22/03	04-03	Ken Smyth		9239 Oakview	58-03-531-046	Sgl. Fam./Att. Gar	\$ 90,000.00	\$ 180.00			
01/22/03	CP01-03	Ken Smyth		9239 Oakview	58-03-531-046	Culvert	\$ 10.00	\$ 10.00			
01/22/03	05-03	BlockBuster		7070A Miller	Pt 58-36-576-00	Completion/Shell	\$ 55,000.00	\$ 110.00			
	Feb										
02/10/03	06-03	Valley Ridge		4176 Mountain Ash	58-36-529-026	Sgl. Fam./Att. Gar.	\$ 136,000.00	\$ 272.00			
02/11/03	07-03	Woodside Bldrs		6351 Augusta	58-30-651-007	Sgl. Fam./Att. Gar.	\$ 93,000.00	\$ 186.00			
02/11/03	08-03	Woodside Bldrs		3491 Canterbury St	58-30-651-033	Sgl. Fam./Att. Gar.	\$ 91,000.00	\$ 182.00			
02/11/03	09-03	Woodside Bldrs		3448 Manchester St	58-30-651-012	Sgl. Fam./Att. Gar.	\$ 91,000.00	\$ 182.00			
02/12/03	10-03	VOID		VOID	VOID	VOID	VOID	VOID			
02/26/03	11-03	Subway		7070 Miller	58-36-576-012	Completion/Shell	\$ 47,000.00	\$ 94.00			
02/27/03	12-03	Ken Smyth		9238 Oakview	58-03-531-138	Sgl. Fam./Att. Gar.	\$ 90,000.00	\$ 180.00			
02/27/03	CP02-03	Ken Smyth		9238 Oakview	58-03-531-138	Culvert	\$ 10.00	\$ 10.00			
02/27/03	CP03-03	Hickory Creek Homes		9270 Oakview	58-03-531-171	Culvert	\$ 10.00	\$ 10.00			
	March										
03/03/03	13-03	Hickory Creek Homes		9270 Oakview	58-03-531-171	Sgl. Fam./Att. Gar.	\$ 131,000.00	\$ 262.00			
03/03/03	14-03	Hill St Homes		115 Ashley	58-35-776-115	Manf. Homes	\$ 42,000.00	\$ 119.00			
03/05/03	15-03	H&R Block		7070 Miller Ste B	58-36-576-012	Shell Completion	\$ 35,000.00	\$ 70.00			
03/06/03	16-03	Angela Banks		8211 Ingalls St	58-02-526-025	Reroof	\$ 5,000.00	\$ 10.00			
03/10/03	17-03	Larry Mikimaa		130 Ashley	58-35-776-130	Manf. Homes	\$ 35,000.00	\$ 70.00			
03/10/03	18-03	Woodside Bldrs		3475 Canterbury	58-30-651-034	Sgl. Fam./Att. Gar.	\$ 93,000.00	\$ 186.00			
03/20/03	19-03	Valley Ridge		4183 Hickory Lane	58-36-530-004	Sgl. Fam./Att. Gar.	\$ 160,000.00	\$ 272.00			
03/25/03	20-03	Janet Sulz		5194 Durwood Drive	58-03-533-141	Reroof	\$ 5,000.00	\$ 10.00			
03/26/03	21-03	Valley Ridge		7224 Parkridge Pkw	58-36-530-015	Sgl. Fam./Att. Gar.	\$ 130,000.00	\$ 260.00			
03/27/03	22-03	Walling Builder		3404 Elms	58-25-576-017	Sgl. Fam./Att. Gar.	\$ 165,000.00	\$ 330.00			
03/27/03	CO04-03	Walling Builders		3404 Elms	58-25-576-017	Culvert	\$ 10.00	\$ 10.00			
	APRIL										

04/01/03	23-03	Vinyl Sash		5201 Greenleaf	58-03-533-081	12x13 Patio Room	\$ 13,000.00	\$ 26.00			
04/03/03	24-03	Valley Ridge		7221 Parkridge Pkw	58-36-530-002	Sgl. Fam/Att. Gar	\$ 136,000.00	\$ 272.00			
04/03/03	25-03	Creekwood Homes		9031 Luea Ln	58-03-626-041	Sgl. Fam/Att. Gar	\$ 100,000.00	\$ 200.00			
04/03/03	26-03	Creekwood Homes		9033 Luea Ln	58-03-626-042	Sgl. Fam/Att. Gar	\$ 100,000.00	\$ 200.00			
04/04/03	27-03	Wenzlick		5091 Winston	58-02-501-091	Sunroom	\$ 5,800.00	\$ 11.60			
04/04/03	28-03	Eric Gordon		5188 Durwood	58-03-533-142	Reroof	\$ 3,200.00	\$ 10.00			
04/07/03	29-03	Woodside Buldrs		3442 Heritage Blvd	58-30-651-029	Sgl. Fam/Att. Gar	\$ 98,000.00	\$ 196.00			
04/07/03	30-03	Nicholas Young		7468 Grove St	58-01-502-106	24x40 Det Gar	\$ 10,000.00	\$ 20.00			
04/10/03	31-03	Patti Mlynek		5259 Don Shenk	58-02-503-072	24x28 Det Gar.	\$ 9,000.00	\$ 18.00			
04/18/03	32-03	Chearney		9196 Jill Marie	58-03-534-048	12x16 Wood Deck	\$ 2,500.00	\$ 10.00			
04/22/03	33-03	Guenther		31 Brookfield	58-35-776-031	10x10 Shed	\$ 1,100.00	\$ 10.00			
04/22/03	34-03	Wenzlick		31 Brookfield	58-35-776-031	10x20 Wood Deck	\$ 2,500.00	\$ 10.00			
04/22/03	35-03	Calvin Boone		147 Somerset	58-35-776-147	10x12 Wood Shed	\$ 1,000.00	\$ 10.00			
04/23/03	36-03	Gregory Mckay		9285 Oakview	58-03-531-024	Sgl. Fam/Att. Gar	\$ 160,000.00	\$ 320.00			
04/23/03	CP05-03	Gregory Mckay		9285 Oakview	58-03-531-024	Culvert	\$ 100.00	\$ 10.00			
04/25/03	37-03	Brian Gilbert		7136 Parkridge Pkw	58-36-529-002	264 Sq. Ft. Wood Deck	\$ 3,000.00	\$ 10.00			
04/29/03	38-03	Harold Patty		5144 Morrish Rd	58-02-200-022	8x10 Shed	\$ 1,500.00	\$ 10.00			
04/29/03	39-03	John Warland		6189 Bristol Rd	58-31-526-015	24x24 Att Gar	\$ 20,000.00	\$ 40.00			
04/29/03	40-03	John Warland		6189 Bristol Rd	58-31-526-015	20x20 Det Gar	\$ 8,000.00	\$ 16.00			
04/29/03	41-03	Valley Ridge		4173 Hickory Ln	58-36-530-003	Sgl Fam/Att., Gar	\$ 130,000.00	\$ 260.00			
04/29/03	42-03	Valley Ridge		7151 Parkridge	58-36-529-017	Sgl Fam/Att., Gar	\$ 130,000.00	\$ 260.00			
	MAY										
05/02/03	43-03	Woodside		3495 Canterbury	58-30-651-032	Sgl. Fam/Att Gar	\$ 93,800.00	\$ 188.00			
05/02/03	44-03	Gilmer		5048 Fairchild	58-02-526-088	10x12 Wood Deck	\$ 2,000.00	\$ 10.00			
05/07/03	SP4-03	Sunoco Sta.		5012 Holland Dr	58-02-529-017	Sign	\$ 5,000.00	\$ 10.00			
05/08/03	45-03	Dearborn Mobuile		98 Ashley Circle	58-35-776-098	Manf. Home	\$ 50,000.00	\$ 100.00			
05/13/03	46-03	Mark Socia		5108 Winshall Dr	58-02-503-085	8x26 Addition	\$ 15,000.00	\$ 30.00			
05/13/03	47-03	Airport Homes		70 Ashley Circle	58-35-776-070	Manf. Home	\$ 50,000.00	\$ 100.00			
05/13/03	48-03	C&B Bldrs		5392 Don Shenk	58-03-579-005	18x18 Det Gar	\$ 13,000.00	\$ 26.00			
05/15/03	49-03	Leanne Tipton		5160 Worchester	58-02-502-013	22x24 Det. Gar.	\$ 12,000.00	\$ 24.00			
05/15/03	50-03	Calvin Boone		147 Somerset	58-35-776-147	10x17 enclosed Deck	\$ 5,000.00	\$ 10.00			
05/19/03	51-03	Jim/Alicia Duso		8524 Chesterfield	58-03-526-002	24x32 Det Gar	\$ 8,000.00	\$ 16.00			
05/20/03	52-03	Valley Ridge		4176 Birch Ln	58-36-529-033	Sgl. Fam/Att Gar	\$ 136,000.00	\$ 272.00			
05/20/03	53-03	Woodside		3474 Canterbury	58-30-651-019	Sgl. Fam/Att Gar	\$ 113,900.00	\$ 228.00			
05/20/03	54-03	Woodside		3461 Canterbury	58-30-651-036	Sgl. Fam/Att Gar	\$ 113,900.00	\$ 228.00			
	JUNE										
06/03/03	55-03	Valley Ridge		7191 Parkridge	58-36-529-013	Sgl. Fam/Att. Gar.	\$ 136,000.00	\$ 272.00			
06/03/03	56-03	Greenway		4354 Morrish	58-35-576-012	18x20 Gar.	\$ 4,000.00	\$ 10.00			
06/05/03	57-03	Moreland		5210 Worchester	58-02-502-006	reside/new windows	\$ 10,000.00	\$ 20.00			
06/06/03	58-03	Wallace		7198 Miller	58-36-578-009	28x28 Det. Gar	\$ 16,000.00	\$ 32.00			

06/06/03	59-03	Woodside		3449 Heritage Blvd	58-30-651-025	Sgl. Fam/Att. Gar.	\$ 101,000.00	\$ 202.00			
06/11/03	60-03	James nelson		9192 Norbury Dr	58-03-533-034	10x12 Deck	\$ 1,200.00	\$ 10.00			
06/11/03	61-03	Vickery		9138 Norbury	58-03-533-110	12x16 Wood Deck	\$ 3,000.00	\$ 10.00			
06/18/03	62-03	Maguffee		8323 Miller	58-02-504-003	Remodel	\$ 52,000.00	\$ 104.00			
06/18/03	63-03	Symthe		9214 Jill Marie	58-03-534-047	Sgl. Fam/Att. Gar.	\$ 100,000.00	\$ 200.00			
06/18/03	64-03	Burke		4206 Mountain Ash	58-36-529-023	Sgl. Fam/Att. Gar.	\$ 128,000.00	\$ 256.00			
06/19/03	65-03	Airport Home Center		168 Brookfield	58-35-776-168	Manf. Home	\$ 34,000.00	\$ 68.00			
06/20/03	66-03	Early Tommy		9233 Chesterfield	58-03-531-159	14x32 Wood Deck	\$ 5,000.00	\$ 10.00			
06/24/03	67-03	Heager Dale		5387 Don Shenk	58-03-579-012	Reroof	\$ 2,000.00	\$ 10.00			
06/24/03	68-03	Woodside		3436 Heritage Blvd	58-30-651-028	Sgl. Fam/Att. Gar.	\$ 93,000.00	\$ 186.00			
06/24/03	69-03	Airport Homes		69 Ashley Circle	58-35-776-069	Manf. Home	\$ 15,000.00	\$ 30.00			
06/26/03	70-03	Mc Eachin		128 Ashley Circle	58-35-776-128	10x18 Deck	\$ 1,000.00	\$ 10.00			
	JULY										
07/07/03	DA01-03	St. Pierre-Amon		5193 Greenleaf	58-03-533-080	Drivewau Approach	\$ 2,000.00	\$ 5.00			
07/11/03	71-03	Maginity Ryan		7056 Parkridge	58-36-527-013	Steps/porch	\$ 2,000.00	\$ 10.00			
07/11/03	SP5-03	Voorheis Signs		Carriage Plaza	58-03-530-001	Sign	\$ 1,000.00	\$ 10.00			
07/11/03	72-03	Woodside		3457 Heritage Blvd	58-30-651-024	Sgl Fam/Att Gar	\$ 124,600.00	\$ 249.00			
07/16/03	73-03	Bancki Properties		9318 Chesterfield	58-03-531-018	Sgl Fam/Att Gar	\$ 136,000.00	\$ 272.00			
07/16/03	CP6-03	Banacki Properties		9318 Chesterfield	58-03-531-018	Culvert	\$ 10.00	\$ 10.00			
07/21/03	74-03	Burton Tim		5375 Seymour	58-03-533-031	6x21 Wood Deck	\$ 500.00	\$ 10.00			
07/23/03	75-03	Leese Jeff		4187 Silver Maple	58-36-527-003	21x24 2nd Floor add.	\$ 42,480.00	\$ 85.00			
07/23/03	76-03	Robideau		8083 Ingalls	58-02-200-007	Roof over deck12x16	\$ 3,000.00	\$ 10.00			
07/31/03	77-03	Hill St Homes		166 Brookfield	58-35-776-166	Manf. Home	\$ 40,000.00	\$ 80.00			
07/31/03	78-03	Woodside Bldrs		6329 Augusta St	58-30-651-010	Sgl Fam/Att Gar	\$ 93,000.00	\$ 186.00			
	August										
08/04/03	Da2-03	Culinki		5160 Worchester	58-02-502-013	Driveway Approach	\$ 2,000.00	\$ 10.00			
08/14/03	79-03	Woodside Builders		6359 Augusta Dr	58-30-651-006	Sgl. Fam./Att. Gar	\$ 93,000.00	\$ 186.00			
08/19/03	DA3-03	Kaul, Martin		9155 Oakview Dr	58-03-533-016	Dr Approach/Walk	\$ 2,000.00	\$ 10.00			
08/22/03	80-03	Hill St Homes		138 Ashley	58-35-776-138	Manf. Home	\$ 53,000.00	\$ 106.00			
	September										
09/03/03	81-03	Boone		5160 Winshall	58-02-503-078	14x24 Fam. Rm add.	\$ 15,000.00	\$ 30.00			
09/05/03	82-03	McBride		4176 Mountain Ash	58-36-529-026	10x12 Shed	\$ 1,700.00	\$ 10.00			
09/08/03	83-03	Woodside		6280 Augusta Drive	58-30-651-021	Sgl. Fam./Att. Gar.	\$ 98,000.00	\$ 196.00			
09/09/03	84-03	Smith		3286 Dye	58-29-300-003	30x40 Pole Barn	\$ 7,200.00	\$ 10.00			
09/10/03	85-03	Hickory Creek Homes		9270 Oakview	58-03-531-171	14x16 Wood Deck	\$ 1,500.00	\$ 10.00			
09/10/03	86-03	Bonnie Davenport		131 Ashley Cr	58-35-776-131	8x12 Shed	\$ 1,300.00	\$ 10.00			
09/12/03	87-03	Tilson		138 Ashley	58-35-776-138	24x30 Det Gar	\$ 10,000.00	\$ 20.00			
09/19/03	88-03	Moist		166 brookfield	58-35-776-166	24X24 Det Gar	\$ 11,200.00	\$ 22.00			
09/23/03	89-03	Scally		5160 Helmsley	58-03-532-007	19x24 Det. Gar	\$ 5,000.00	\$ 10.00			

09/23/03	90-03	Hawley		6206 Miller	58-31-526-017	Sgl Fam./Att. Gar	\$ 136,000.00	\$ 272.00			
09/23/03	91-03	Elite Ext.		5403 Durwood	58-03-533-185	14x20 Patio Enc.	\$ 22,000.00	\$ 44.00			
09/23/03	92-03	Broderick		5393 Don Shenk	58-03-579-013	Reroof	\$ 2,000.00	\$ 10.00			
09/24/03	93-03	Woodside		5037 First	58-01-502-040	Demolition	\$ 8,000.00	\$ 16.00			
09/25/03	94-03	Luea Properties LLC		4140 Morrish Rd	58-35-200-007	Mini Storage/Office	\$ 400,000.00	\$ 800.00			
	October										
10/01/03	SP6-03	British Petro (Famco)		4278 Morrish Rd	58-35-576-019	15 ft Column Sign		\$ 10.00			
10/07/03	95-03	Daniel Spohn		8451 Miller	58-02-501-080	810sq ft/Att.-350sunro	\$ 15,000.00	\$ 30.00			
10/07/03	96-03	Kovacs		6193 Miller	58-31-626-001	Strip & Re-roof	\$ 7,600.00	\$ 15.00			
10/07/03	97-03	Jeresik		7485 Wade	58-01-502-116	26x38 Det. Gar	\$ 7,000.00	\$ 14.00			
10/13/03	98-03	Eckstein		5017 Third	58-01-502-077	12x18 Sun Room	\$ 5,000.00	\$ 10.00			
10/13/03	99-03	Pilarsla		8 Brookfield	58-35-776-008	5x6 Wood Deck	\$ 100.00	\$ 10.00			
10/16/03	100-03	Fick		4172 Hickory Ln	58-36-530-010	Sgl Fam/Att Gar	\$ 161,000.00	\$ 323.00			
10/16/03	101-03	Fick		4182 Hickory Ln	58-36-530-009	Sgl Fam/Att Gar	\$ 144,500.00	\$ 289.00			
10/27/03	102-03	Bedore		5151 Winshall	58-02-503-092	5x10 Fam. Room add.	\$ 20,000.00	\$ 40.00			
10/29/03	103-03	Woodside		6343 Augusta	58-30-651-008	Sgl Fam/Att Gar	\$ 98,000.00	\$ 196.00			
10/29/03	104-03	City/Swartz Creek		5225 Winshall	58-02-553-028	Rebuild/Park Bldg	\$ 40,000.00	\$ 80.00			
10/29/03	105-03	Woodside		5037 First St	58-01-502-040	20x20 Det Garage	\$ 10,000.00	\$ 20.00			
	November										
11/03/03	105A-03	Homesetters		86 Hamilton	58-35-776-086	Manuf Home	\$ 30,000.00	\$ 15.00			
11/06/03	106-03	Krzykwa		6376 Miller	58-31-100-022	DEMO/FIRE	\$ 15,000.00	\$ 30.00			
11/11/03	107-03	Pinkston		9341 Chesterfield	58-03-531-169	Sgl Fam/Att Gar	\$ 162,500.00	\$ 325.00			
11/11/03	CP7-03	Pinkston		9341 Chesterfield	58-03-531-169	Culvert	\$ 10.00	\$ 10.00			
11/13/03	108-03	Creekwood Homes		9031 Luea Ln	58-03-626-040	Sgl Fam/Att Gar	\$ 100,000.00	\$ 200.00			
11/13/03	109-03	Creekwood Homes		9034 Luea Ln	58-03-626-039	Sgl Fam/Att Gar	\$ 100,000.00	\$ 200.00			
11/13/03	110-03	Kardos		41 Somerset	58-35-776-041	Manf. Home	\$ 60,000.00	\$ 120.00			
11/21/03	111-03	Beauchamp		5090 Daval	58-03-527-007	12x15 Sunroom	\$ 16,000.00	\$ 32.00			
	December										
12/15/03	112-03	Mccormick		4196 Birch Ln	58-36-529-031	Finish Base.	\$ 10,000.00	\$ 20.00			
							\$ 6,330,770.00	\$ 12,830.60			
	January										
01/06/04	DE-01	Burnash Wrecking		4110 Morrish	58-35-200-018	Demo/House	\$ 5,000.00	\$ 10.00			
01/09/04	01-04	Valley Ridge		7201 Parkridge	58-36-529-012	Sgl. Fdam	\$ 120,100.00	\$ 242.00			
01/16/04	02-04	Rhoads/Johnson		4110 Morrish	58-35-200-017	Basketball complex	\$ 2,357,777.00	\$ 4,714.00			
01/23/04	03-04	Luea		4140 Morrish	58-35-200-007	Ministorage	\$ 177,000.00	\$ 354.00			
	February										

05/13/04	33-04	Kirk Charles		4386 Springbrook	58-36-651-125	12x16 Sun room	\$ 13,000.00	\$ 26.00			
05/18/04	34-04	Demarco James		8129 Crapo St	58-02-200-034	24x32 Pole Barn	\$ 15,000.00	\$ 30.00			
05/20/04	35-04	Randy Miller		9258 Oakview	58-03-531-139	12x16 shed	\$ 3,000.00	\$ 10.00			
05/25/04	36-04	City/Swartz Creek		4125 Elms	58-31-100-018	24x48 Pavillion	\$ 13,000.00	\$ 26.00			
	JUNE										
06/02/04	37-04	United Meth		7400 Miller	58-36-300-009	24000 Sq Ft Add.	\$ 1,288,583.00	\$ 2,577.00			
06/08/04	38-04	United Meth		7400 Miller	58-36-300-010	Moving Gar.	\$ 5,000.00	\$ 10.00			
06/09/04	39-04	Tilson		138 Ashley Circle	58-35-776-138	12x15 Deck	\$ 1,200.00	\$ 10.00			
06/10/04	40-04	Spalding		3493 Elms	58-30-551-001	See Bldg Per.	\$ 15,000.00	\$ 30.00			
06/17/04	41-04	RinksConst		5418 Don Shenk	58-03-579-001	24x26 Det Gar	\$ 10,000.00	\$ 20.00			
06/17/04	DA-1	Hawley		6206 Miller	58-31-526-017	Drive App.	\$ 3,000.00	\$ 10.00			
06/17/04	42-04	Hall Roofing		5038 Ford	58-02-528-016	Reroof	\$ 6,000.00	\$ 12.00			
06/22/04	43-04	Valley Ridge		7181 Parkridge	58-36-529-014	Sgl. Fam./Att Gar	\$ 147,400.00	\$ 294.00			
06/22/04	44-04	Woodside		6274 Augusta	58-30-300-005	Sgl. Fam./Att Gar	\$ 98,700.00	\$ 197.00			
06/30/04	45-04	Butler		5150 Birchcrest	58-03-531-124	19x7 Ft. Porch	\$ 3,000.00	\$ 10.00			
	JULY										
07/07/04	46-04	Ridley		3414 Elms	58-25-576-016	18x20 Att Gar/12x20F	\$ 18,000.00	\$ 36.00			
07/07/04	47-04	VRConstr.		4162 Hickory Ln	58-36-530-011	Sgl Fam/Att Gar	\$ 136,000.00	\$ 272.00			
07/07/04	SP-03	Bill Carr Signs		Morrish/Cage	58-35-200-018	Sign	\$ 100.00	\$ 10.00			
07/15/04	48-04	White		5124 Winshall	58-02-503-083	19x26 Deck	\$ 7,500.00	\$ 15.00			
07/20/04	49-04	Creekwood Homes		9061/9063 Luea	03-626-45/46	Homes	\$ 219,640.00	\$ 439.00			
07/20/04	50-04	Creekwood Homes		9069/9071 Luea	03-626-47/48	Homes	\$ 219,640.00	\$ 439.00			
07/20/04	51-04	Mc Eachin, Thomas		128 Ashley Cr	58-35-776-128	Wheelchair ramp	\$ 3,500.00	\$ 10.00			
07/21/04	52-04	Fin Plus Cre Union		7048 Miller	58-36-576-005/6	Credit Union	\$ 261,000.00	\$ 522.00			
07/22/04	53-04	Randy Miller		9258 Oakview	58-03-531-139	330 Sq Ft Deck	\$ 5,000.00	\$ 10.00			
07/28/04	54-04	Lougheed		6449 Bristol	58-31-100-004	Reroof	\$ 6,000.00	\$ 12.00			
07/28/04	55-04	Clolinger		7232 Parkridge	58-36-530-014	Sgl Fam/Att Gar	\$ 144,500.00	\$ 289.00			
07/28/04	DA-2	Timlick		5177 Durwood	58-03-533-160	Sidewalk Repair	\$ 3,000.00	\$ 10.00			
07/28/04	DA-3	Bandy		5083 McLain	58-02-526-035	Driveway App.	\$ 3,000.00	\$ 10.00			
07/29/04	56-04	Hardy Credit		4518 Gateway	58-35-300-015	Renovation	\$ 14,600.00	\$ 29.00			
07/29/04	57-04	Hardy Credit		4517 Gateway	58-35-300-014	Renovation	\$ 14,600.00	\$ 29.00			
07/29/04	DA3	Bandy Thomas		5083 Mclain	58-02-526-035	Driveway App.	\$ 5,000.00	\$ 10.00			
	August										
08/03/04	58-04	Wenzlick		7350 Crosscreek	58-36-651-218	9x14 Sunroom	\$ 5,000.00	\$ 10.00			
08/18/04	59-04	VanArsdale		7221 Parkridge	58-36-530-002	20x28 Det Gar	\$ 4,400.00	\$ 10.00			
08/19/04	Da-5	Alexander		5038 Ford	58-02-528-016	Sidewalk Repair	\$ 1,000.00	\$ 10.00			
08/25/04	60-04	Doty		124 Ashley	58-35-776-124	10x10Deck/Ramp	\$ 3,300.00	\$ 10.00			
08/26/04	61-04	Duso		8524 Chesterfild	58-03-526-002	18x6 Ft Deck	\$ 2,000.00	\$ 10.00			
	September										
09/01/04	DE-04	Markva		4306 Morrish	58-35-576-016	DEMO	\$ 14,000.00	\$ 28.00			

09/02/04	SP-04	Nealis		6005 Miller Rd	58-32-100-001	2x14 Sign		\$ 10.00				
09/16/04	62-04	May		7474 Wade	58-01-502-119	Sgl Fam/Det Gar	\$ 99,000.00	\$ 198.00				
	October											
10/06/04	63-04	Parmer		5359 Worchester	58-03-578-014	24x24 Det Gar	\$ 7,000.00	\$ 14.00				
10/08/04	64-04	Ward		9179 Jill Marie Ln	58-03-534-005	404 Sq. Ft Add.	\$ 32,320.00	\$ 65.00				
10/18/04	65-04	Woodside		3402 Heritage V. Bl	58-30-651-067	Sgl. Fam./Att. Gar.	\$ 92,200.00	\$ 184.00				
10/18/04	66-04	Woodside		6287 St Charles Pa	58-30-300-006	Sgl. Fam./Att. Gar.	\$ 146,500.00	\$ 293.00				
10/18/04	67-04	Woodside		6245 St Charles Pa	58-30-300-006	Sgl. Fam./Att. Gar.	\$ 93,100.00	\$ 186.00				
10/18/04	68-04	Woodside		6291 Arlington	58-30-300-006	Sgl. Fam./Att. Gar.	\$ 93,450.00	\$ 187.00				
10/19/04	69-04	Hill St Homes		43 Somerset	58-35-776-043	Manf. Home	\$ 45,000.00	\$ 90.00				
	November											
11/02/04	70-04	Mar-King Corp		7499 Miller	58-01-502-074	New Roof	\$ 14,000.00	\$ 28.00				
11/16/04	71-04	Rupp		43 Somerset	58-35-776-043	24x24 Det Gar	\$ 14,000.00	\$ 28.00				
11/16/04	72-04	Sampson		5197 Worchester	58-02-502-028	24x24 Det Gar	\$ 4,000.00	\$ 10.00				
11/16/04	DA-6	Sampson		5197 Worchester	58-02-502-028	Driveway App.	\$ 10.00	\$ 10.00				
11/16/04	DA-7	Pittman		5326 Greenleaf	58-03-533-051	Driveway App.	\$ 10.00					
	December											
12/01/04	73-04	Wilson		141 Ashly Circle	58-35-776-141	19x24 Det Gar	\$ 4,900.00	\$ 10.00				
12/07/04	74-04	Woodside		6293 St Charles	58-30-651-056	Sgl. Fam./Att. Gar.	\$ 113,135.00	\$ 226.00				
12/07/04	75-04	Woodside		3426 Her. Vill. Blvd	58-30-651-063	Sgl. Fam./Att. Gar.	\$ 111,945.00	\$ 224.00				
12/07/04	76-04	Woodside		6235 St Charles	58-30-651-052	Sgl. Fam./Att. Gar.	\$ 113,560.00	\$ 227.00				
12/07/04	77-04	Woodside		7249 Maplecrest Cir	58-36-676-034	Sgl. Fam./Att. Gar.	\$ 148,920.00	\$ 298.00				
12/07/04	78-04	Woodside		7245 Maplecrest Cir	58-36-676-033	Sgl. Fam./Att. Gar.	\$ 104,805.00	\$ 210.00				
12/07/04	79-04	Woodside		4375 Maya Lane	58-36-676-037	Sgl. Fam./Att. Gar.	\$ 104,550.00	\$ 209.00				
12/07/04	80-04	Woodside		7260 Maplecrest Cir	58-36-676-027	Sgl. Fam./Att. Gar.	\$ 125,800.00	\$ 252.00				
12/07/04	81-04	Woodside		4384 Maya Lane	58-36-676-001	Sgl. Fam./Att. Gar.	\$ 133,875.00	\$ 268.00				
12/29/04	82-04	Woodside		4285 Maya Lane	58-36-676-020	Sgl. Fam./Att. Gar.	\$ 93,500.00	\$ 187.00				
12/29/04	83-04	Woodside		7252 Maplecrest Cir	58-36-676-028	Sgl. Fam./Att. Gar.	\$ 119,510.00	\$ 239.00				
12/29/04	84-04	Woodside		4336 Maya Lane	58-36-676-010	Sgl. Fam./Att. Gar.	\$ 104,550.00	\$ 209.00				
12/29/04	85-04	Woodside		7238 Maplecrest Cir	58-36-676-030	Sgl. Fam./Att. Gar.	\$ 120,000.00	\$ 240.00				
12/29/04	86-04	Woodside		6327 St Charles Pa	58-30-651-070	Sgl. Fam./Att. Gar.	\$ 113,560.00	\$ 227.00				
12/29/04	87-04	Woodside		3420 Heritage Blvd	58-30-651-064	Sgl. Fam./Att. Gar.	\$ 132,345.00	\$ 265.00				
							\$ 8,955,775.00	\$ 18,065.00				
	January-05											
01/11/05	01-05	Kessler/Cre. Wood		3449 Heritage Blvd	58-30-651-025	covering Ft. Porch	\$ 5,000.00	\$ 10.00				
01/21/05	02-05	Mcintosh		5274 Greenleaf	58-03-533-059	24x24 Det Gar	\$ 8,000.00	\$ 16.00				
01/24/05	03-05	Hurd		5133 Winshall	58-02-503-089	1 Bath into 2	\$ 10,000.00	\$ 20.00				
	Feb-05											
02/09/05	04-05	KSI-DIS Builders		5376 Miller	58-29-551-011	Renovations/Water Da	\$ 58,000.00	\$ 116.00				
02/11/05	05-05	Hatfield, Tracie		5154 Oakview Dr	58-02-501-023	Det Garage	\$ 14,000.00	\$ 28.00				
02/16/05	DA-1	Mike May		7474 Wade	58-01-502-119	Curb Cut/Sidewalk		\$ 5.00				

02/17/05	06-05	Hodges		8179 Miller	58-02-526-002	300 Sq Ft Deck	\$ 4,625.00	\$ 10.00			
02/17/05	07-05	Woodside		7264 Maplecrest	58-36-676-026	Sgl Fam/Att Gar	\$ 141,000.00	\$ 282.00			
02/17/05	08-05	Woodside		6290 Arlington	58-30-651-046	Sgl Fam/Att Gar	\$ 117,000.00	\$ 234.00			
02/17/05	09-05	Vall. Ridge		4193 Hickory Ln	58-36-530-005	Sgl Fam/Att Gar	\$ 127,000.00	\$ 254.00			
02/17/05	10-05	Vall. Ridge		4203 Hickory Ln	58-36-530-006	Sgl Fam/Att Gar	\$ 125,000.00	\$ 250.00			
	Mar-05										
03/15/05	11-05	Bentley Bros.		5226 Greenleaf	58-03-533-064	12x19 Bed. Add.	\$ 13,900.00	\$ 28.00			
02/24/05	11A-05	Woodside Bldrs		4290 Maya Ln	58-36-676-018	Sgl Fam/Att Gar	\$ 140,080.00	\$ 796.00			
03/15/05	12-05	BG's Mob. Home Ser.		74 Hamilton	58-35-776-074	Manf. Home	\$ 15,000.00	\$ 30.00			
02/24/05	12A-05	Woodside Bldrs		6284 Arlington	58-30-651-047	Sgl Fam/Att Gar	\$ 132,940.00	\$ 266.00			
03/28/05	13-05	Scott, Nancy		167 Brookfield	58-35-776-167	6x8 Wd Deck	\$ 3,000.00	\$ 10.00			
02/24/05	13A-05	Woodside Bldrs		7233 Maplecrest	58-36-676-031	Sgl Fam/Att Gar	\$ 119,000.00	\$ 238.00			
02/24/05	14-05	Woodside Bldrs		4330 Maya Ln	58-36-676-011	Sgl Fam/Att Gar	\$ 119,000.00	\$ 230.00			
02/24/05	15-05	Woodside Bldrs		4380 Maya Ln	58-36-676-002	Sgl Fam/Att Gar	\$ 110,075.00	\$ 222.00			
02/24/05	16-05	Woodside Bldrs		7259 Maplecrest	58-36-676-035	Sgl Fam/Att Gar	\$ 135,065.00	\$ 270.00			
02/24/05	17-05	Woodside Bldrs		7242 Maplecrest Cir	58-36-676-029	Sgl Fam/Att Gar	\$ 102,400.00	\$ 607.00			
02/24/05	18-05	Woodside Bldrs		4379 maya ln	58-36-676-038	Sgl Fam/Att Gar	\$ 110,075.00	\$ 222.00			
02/24/05	19-05	VOID BP #29-06 now		4298 Maya Ln	58-36-676-017						
02/24/05	20-05	Woodside Bldrs		7263 Maplecrest	58-36-676-036	Sgl Fam/Att Gar	\$ 108,800.00	\$ 218.00			
02/24/05	21-05	Woodside Bldrs		4320 Maya Ln	58-36-676-013	Sgl Fam/Att Gar	\$ 119,000.00	\$ 238.00			
02/24/05	22-05	Woodside Bldrs		4340 Maya Ln	58-36-676-009	Sgl Fam/Att Gar	\$ 139,655.00	\$ 280.00			
	APR 05										
04/12/05	23-05	Creekwood		9042/9044 Luea	58-03-626-037/0	Sgl Fam/Att Gar	\$ 220,320.00	\$ 440.00			
04/15/05	24-05	Life Homes		11 Kingsley	58-35-776-011	Manf. Home	\$ 54,500.00	\$ 109.00			
04/15/05	25-05	Donohue		9290 Jill Marie	58-03-534-043	10x15 Sun Room	\$ 6,300.00	\$ 13.00			
04/22/05	26-05	Wilson		141 Ashley Circle	58-35-776-141	8x12 Wood Deck	\$ 1,200.00	\$ 10.00			
04/27/05	27-05	Larine		5295 Oakview	58-03-532-031	Replacement Windows	\$ 4,199.00	\$ 10.00			
04/28/05	28-05	Parenteau		4366 Morrish	58-35-576-010	12x24 Wd Deck	\$ 3,000.00	\$ 10.00			
04/27/05	29-05	Smith		5206 Greenleaf	58-03-533-067	30x28 Det Garage	\$ 23,918.00	\$ 48.00			
04/29/05	30-05	Pobocik, Matt		5079 school St	58-02-526-012	Storage (boat)	\$ 3,000.00	\$ 10.00			
	MAY 05										
05/04/05	31-05	Kleinedler		7376 Crosscreek	58-36-651-231	Add 14x14 to deck	\$ 4,400.00	\$ 10.00			
05/17/05	CP1-05	Stephens		5250 Birchcrest	58-03-531-114	Culvert		\$ 10.00			
05/20/05	DA2-05	Gilbert		7459 Miller Rd	58-01-501-004	Approach		\$ 5.00			
05/24/05	32-05	Winter		9315 Hill Rd	58-03-576-016	16x19 Wood Deck	\$ 8,000.00	\$ 16.00			
	JUNE 05										
06/07/05	33-05	Hill Street Homes		117 Ashley Cir	58-35-776-117	Modular Home	\$ 42,000.00	\$ 84.00			
06/07/05	34-05	Anderson		49 Somerset	58-35-776-049	Shed	\$ 2,000.00	\$ 10.00			

06/09/05	35-05	Barnes		100 Ashley Cir	58-35-776-100	12x16 Wood Deck	\$ 600.00	\$ 10.00			
06/13/05	36-05	Woodside Bldrs		6251 St Charles Pa	58-30-651-054	House/Att garage	\$ 112,880.00	\$ 225.00			
06/13/05	37-05	Woodside Bldrs		6248 Arlington	58-30-651-048	House/Att garage	\$ 114,920.00	\$ 230.00			
06/13/05	38-05	Woodside Bldrs		6242 Arlington	58-30-651-049	House/Att garage	\$ 117,810.00	\$ 236.00			
06/13/05	39-05	Woodside Bldrs		4374 Maya Ln	58-36-676-003	House/Att garage	\$ 112,000.00	\$ 224.00			
06/13/05	40-05	Woodside Bldrs		4310 Maya Ln	58-36-676-015	House/Att garage	\$ 119,000.00	\$ 238.00			
06/14/05	CP2-05	Badgley Const		5310 Birchcrest Dr	58-03-531-054	Culvert		\$ 10.00			
06/14/05	CP3-05	Badgley Const		5309 Birchcrest Dr	58-03-531-055	Culvert		\$ 10.00			
06/14/05	CP4-05	Badgley Const		5296 Birchcrest Dr	58-03-531-057	Culvert		\$ 10.00			
06/14/05	CP5-05	Badgley Const		5287 Birchcrest Dr	58-03-531-111	Culvert		\$ 10.00			
06/29/05	41-05	Durham		7420 Crosscreek	58-36-651-152	Enc.12x12DecktoSun	\$ 1,200.00	\$ 24.00			
06/29/05	42-05	Woodside Bldrs		4297 Maya Ln.	58-36-676-022	Sgl. Fam/Att Gar.	\$ 121,500.00	\$ 243.00			
	JULY 05										
07/06/05	43-05	Crannie Const		8230 Crapo	58-02-200-025	Freezer	\$ 10,000.00	\$ 20.00			
07/07/05	44-05	Geller, Misty		7211 W Bristol Rd	58-36-200-003	Re-roof	\$ 2,400.00	\$ 10.00			
07/07/05	45-05	Nextel Comm		4125 Elms Rd	58-31-100-018	Tower & Shelter	\$ 72,000.00	\$ 144.00			
07/12/05	46-05	KMO Ent.		5256 Morrish	58-02-200-029	30x300 Min-Stor.	\$ 125,000.00	\$ 250.00			
07/12/05	47-05	TS Mob. Home Ser.		47 Somerset	58-35-776-047	Manf. Home	\$ 30,000.00	\$ 60.00			
07/15/05	SP-1	United Methodist Ch		7400 Miller Rd	58-36-300-009	46 sq ft Sign		\$ 10.00			
	AUGUST										
08/02/05	48-05	Labonte		9263 Oakview	58-03-531-025	Sgl. Fam./Att. Gar	\$ 196,400.00	\$ 1,077.00			
08/03/05	CP6-05	Labonte		9263 Oakview	58-03-531-025	Culvert	\$ 10.00				
08/05/05	49-05	Cage Sports		4110 Morrish	58-35-200-019	Parking lot add.	\$ 100,000.00	\$ 595.00			
08/05/05	50-05	Massimino		11 Kingsley	58-35-776-011	10x01 Shed/13x15 De	\$ 1,950.00	\$ 105.00			
08/05/05	51-05	Bauer		7247 Bristol	58-36-200-001	24x36 Pole Barn	\$ 11,000.00	\$ 150.00			
08/10/05	52-05	Williams		70 Ashley Circle	58-35-776-070	10x12 Shed	\$ 2,000.00	\$ 105.00			
08/11/05	DA3-05	Evans		5292 Worchester	58-02-551-003	Driveway App.	\$ 1,000.00	\$ 25.00			
08/16/05	DA4-05	Hatfield		5154 Oakview	58-02-501-023	Driveway App.	\$ 1,000.00	\$ 25.00			
08/16/05	53-05	Crites		7510 Miller	58-36-300-017	18x24 Gar. Add/Det.	\$ 12,500.00	\$ 123.00			
08/16/05	54-05	Jewett		5126 Morrish	58-02-200-019	20x6 Front Porch	\$ 1,000.00	\$ 100.00			
08/22/05	DA5-05	Neil VOID		7470 Miller	58-36-300-014	Drive Approach	VOID	\$ 25.00			
08/23/05	55-05	Dominick		9323 W Hill	58-03-400-004	Pole Barn Add	\$ 15,900.00	\$ 175.00			
08/30/05	56-05	Higbee		5072 Winston	58-02-501-069	Det Garage	\$ 17,000.00	\$ 180.00			
08/31/05	57-05	Crafts		8371 Cappy Ln	58-02-503-045	Reroof	\$ 1,600.00	\$ 100.00			
	September										
09/01/05	58-05	Bank One		4459 Fortino	58-35-576-031	Replace ATM	\$ 4,000.00	\$ 78.00			
09/09/05	SP-02	Hungry Howies		7567 Miller	58-01-502-113	Sign	\$ 1,000.00	\$ 25.00			
09/09/05	59-05	Singh CANCELLED		5075 Brady	58-02-200-015	4x6 Mud Room	\$ 4,800.00	\$ 114.00			
09/15/05	SP-03	Tagco		4437 Morrish	58-36-300-024	Sign	\$ 1,000.00	\$ 25.00			

09/15/05	60-05	Smiegel		7563 Church	58-36-551-015	167 Sq Ft Ft porch	\$ 2,500.00	\$ 108.00			
09/15/05	CP7-05	Ervin		9236 Young	58-03-531-147	Culvert	\$ 10.00	\$ 25.00			
09/23/05	61-05	Woodside Builders		6249 Arlington	58-30-651-043	Sgl Fam/Att Gar	\$ 125,500.00	\$ 723.00			
09/23/05	62-05	Woodside Builders		3425 Heritage Blvd	58-30-651-060	Sgl Fam/Att Gar	\$ 106,900.00	\$ 630.00			
09/23/05	63-05	Woodside Builders		6333 St Charles Pa	58-30-651-071	Sgl Fam/Att Gar	\$ 142,200.00	\$ 806.00			
09/23/05	64-05	Woodside Builders		4289 Maya Ln	58-36-676-021	Sgl Fam/Att Gar	\$ 102,400.00	\$ 607.00			
09/23/05	65-05	Woodside Builders		7237 Maplecrest Cr	58-36-676-032	Sgl Fam/Att Gar	\$ 121,800.00	\$ 704.00			
09/23/05	66-05	Creek Wood		9050 Luea Ln	58-03-626-036	Sgl Fam/Att Gar	\$ 110,000.00	\$ 645.00			
09/23/05	67-05	Creek Wood		9052 Luea Ln	58-03-626-035	Sgl Fam/Att Gar	\$ 110,000.00	\$ 645.00			
09/27/05	DA6-05	Panas		7514 Miller	58-36-300-018	Drive App	\$ 1,000.00	\$ 25.00			
09/30/05	68-05	Porter		89 Hamilton	58-35-776-089	16x28 Det Gar	\$ 12,000.00	\$ 155.00			
09/30/05	69-05	Robb		7422 CrossCreek	58-36-651-153	Rem. Basement	\$ 18,000.00	\$ 185.00			
	October										
10/03/05	70-05	Woodside Builders		6246 Mansfield	58-30-651-115	Sgl Fam/Att Gar	\$ 112,200.00	\$ 655.00			
10/03/05	71-05	Woodside Builders		6240Mansfield	58-30-651-116	Sgl Fam/Att Gar	\$ 116,000.00	\$ 675.00			
10/12/05	72-05	Von Brockdorff Bldrs		7152 Parkridge	58-36-529-004	26x26 Det Gar-12x26	\$ 20,000.00	\$ 195.00			
10/21/05	73-05	Mccormick		4196 Birch Ln	58-36-529-031	16x20 Det Gar	\$ 6,400.00	\$ 127.00			
10/25/05	74-05	Woodside Builders		6227 St Charles Pa	58-30-651-051	Sgl Fam/Att Gar	\$ 108,200.00	\$ 636.00			
10/26/05	75-05	John's Const.		7248 Parkridge Pkw	58-36-530-012	Sgl Fam/Att Gar	\$ 158,400.00	\$ 887.00			
	November										
11/01/05	76-05	Woodside Bdlrs		3445 Canterbury	58-30-651-041	Sgl. Fam/Att Gar	\$ 108,200.00	\$ 636.00			
11/01/05	77-05	Woodside Bdlrs		4370 Maya Ln	58-36-676-004	Sgl. Fam/Att Gar	\$ 123,100.00	\$ 711.00			
11/01/05	78-05	Woodside Bdlrs		4306 Maya Ln	58-36-676-016	Sgl. Fam/Att Gar	\$ 132,100.00	\$ 756.00			
11/01/05	79-05	Woodside Bdlrs		4346 Maya Ln	58-36-676-008	Sgl. Fam/Att Gar	\$ 126,400.00	\$ 727.00			
11/01/05	80-05	Hill St Homes		153 Somerset	58-35-776-153	Manf. Home	\$ 25,000.00	\$ 220.00			
11/02/05	81-05	Joanne Devore		42 Somerset	58-35-776-042	10x10 Shed	\$ 2,000.00	\$ 105.00			
11/08/05	82-05	Robbins		5375 Seymour	58-03-533-031	Reroof	\$ 6,520.00	\$ 127.00			
11/10/05	83-05	Woodside Bdlrs		4358 Maya Ln	58-36-676-006	Sgl. Fam/Att Gar	\$ 103,500.00	\$ 613.00			
11/29/05	84-05	T-Mobile		8100 Civic	58-35-576-037	Cell Tower	\$ 50,000.00	\$ 550.00			
	December										
12/20/05	85-05	Woodside Bdlrs		6230 Mansfield	58-30-651-118	Sgl. Fam/Att Gar.	\$ 135,400.00	\$ 777.00			
12/20/05	86-05	Woodside Bdlrs		4350 Maya Ln	58-36-676-007	Sgl. Fam/Att Gar.	\$ 109,200.00	\$ 641.00			
12/29/05	87-05	Woodside Bdlrs		4362 Maya Ln	58-36-676-005	Sgl. Fam/Att Gar.	\$ 112,000.00	\$ 655.00			
		87 Permits					\$ 6,068,852.00	\$ 25,607.00			
	Jan-06										
01/27/06	01-06	Niles/J&E Home Imp.		5234 Don Shenk	58-02-503-006	Fire/10x42 Add.	\$ 89,985.00	\$ 540.00			
01/27/06	DEMO-01	Jory Properties		4315 Elms Rd	58-31-300-001	Demo Home	\$ -	\$ 95.00			

01/30/06	02-06	Woodside Bldrs		6280 Concord Dr	58-30-651-078	Sgl. Fam./Att Gar	\$ 113,600.00	\$ 663.00				
	Feb											
02/08/06	03-06	Value Homes		65 Ashley Circle	58-35-776-065	24x28 Det Gar.	\$ 5,000.00	\$ 120.00				
02/08/06	04-06	Value Homes		74 Hamilton	58-35-776-074	20x27 Det Gar.	\$ 5,000.00	\$ 120.00				
02/08/06	05-06	VPH Pharmacy		5376 Miller	58-29-551-011	Remodel Int.	\$ 80,000.00	\$ 495.00				
02/14/06	06-06	Woodside Bdlrs		7257 Lindsey Ln	58-36-676-025	Sgl. Fam./Att Gar	\$ 102,400.00	\$ 607.00				
02/22/06	SP-01	Chase Bank		4459 Fortino	58-35-576-031	Sign	\$ 5,200.00	\$ 121.00				
	March											
03/03/06	07-06	Woodside Bdlrs		4301 Maya Ln	58-36-676-023	Sgl. Fam./Att. Gar.	\$ 113,040.00	\$ 660.00				
03/06/06	SP-02	Farm Bureau		8056 Miller	58-35-576-038	Sign	\$ 2,500.00	\$ 107.00				
03/08/06	08-06	Value Homes		63 Ashley Circle	58-35-776-063	Manf. Home	\$ 30,000.00	\$ 245.00				
03/15/06	09-06	Woodside Bdlrs		3355 Heritage Blvd	58-30-651-114	Sgl. Fam./Att. Gar.	\$ 112,160.00	\$ 1,110.00				
03/20/06	10-06	Woodside Bdlrs		4268 Maya Ln.	58-36-676-019	Sgl. Fam./Att. Gar.	\$ 102,400.00	\$ 607.00				
03/23/06	11-06	Hopkins		5073 Mclain	58-02-526-034	14x10 Add/10x6 WD	\$ 15,000.00	\$ 170.00				
03/27/06	12-06	Kujala, Dawn		7365 Bristol	58-36-100-013	Re-roof	\$ 2,400.00	\$ 107.00				
03/29/06	13-06	Woodside Bdlrs		3414 Heritage Blvd	58-30-651-065	Sgl. Fam./Att. Gar.	\$ 108,160.00	\$ 636.00				
	April											
04/03/06	14-06	Roberson Dev.		5307 Durwood Dr	58-03-533-175	2-4x4 WD/reroof/Brick	\$ 3,600.00	\$ 113.00				
04/07/06	SP-2	Nail Shoppe		4505 Morrish	58-36-552-003	Sign	\$ 1,100.00	\$ 100.00				
04/10/06	SP-03	Wright		4500 Morrish	58-35-576-051	Sign	\$ 1,000.00	\$ 100.00				
04/17/06	DA-1	Spohn		9033 Chelmsford	58-03-528-014	Driveway App.	\$ 2,000.00	\$ 25.00				
04/17/06	15-06	Spohn		9033 Chelmsford	58-03-528-014	Ftgs/Ex. Gar	\$ 2,000.00	\$ 105.00				
04/17/06	16-06	Woodside Bdlrs		6236 Mansfield	58-30-651-117	Sgl. Fam./Att. Gar.	\$ 116,000.00	\$ 697.00				
04/18/06	SP-04	Assenmacher		8053 Miller	58-80-060-078	Sign	\$ 1,000.00	\$ 100.00				
04/25/06	17-06	Brittain		9143 Norbury	58-03-533-191	8x36 add. To home	\$ 22,480.00	\$ 207.00				
	MAY											
05/04/06	18-06	Woodside Bdlrs		6321 St Charles Pa	58-30-651-069	Sgl Fam/Att Gar	\$ 108,200.00	\$ 636.00				
05/04/06	19-06	Woodside Bdlrs		4326 Maya Ln	58-36-676-012	Sgl Fam/Att Gar	\$ 98,400.00	\$ 587.00				
05/08/06	DA-2	Harburn		5320 Durwood	58-03-533-124	Driveway App	\$ 2,000.00	\$ 25.00				
05/16/06	SP-05	Valley Petroleum		7400 Grove	58-01-502-109	Sign	\$ 1,000.00	\$ 100.00				
05/18/06	20-06	Value Homes		64 Ashley Circle	58-35-776-064	Manf. Home	\$ 15,000.00	\$ 170.00				
05/18/06	SP-06	Barry's Sign		6005 Miller	58-32-100-001	Sign	\$ 1,000.00	\$ 100.00				
05/30/06	21-06	Woodside Bdlrs		3358 Heritage Blvd	58-30-651-079	Sgl Fam/Att Gar	\$ 100,300.00	\$ 597.00				
	June											
06/02/06	DA-3	Moore, Lloyd		5336 Winshall Dr	58-02-553-006	Driveway Approach	\$ 4,000.00	\$ 25.00				
		Benson, Robert		9321 Chesterfield	58-03-531-167	see card file for new	assessment	values				
06/09/06	DA-4	Melen		5090 Winston	58-02-501-067	Driveway App.	\$ 4,000.00	\$ 25.00				

06/14/06	22-06	Riverside		5152 Morrish	58-02-200-023	Reroof/Rotted Window	\$ 5,000.00	\$ 120.00			
06/15/06	23-06	Woodside		6243 Arlington	58-30-651-042	Sgl. Fam/Att. Gar	\$ 120,000.00	\$ 695.00			
06/16/06	24-06	Obrien's Garage		5099 Morrish	58-01-502-104	Roof Replacement	\$ 7,000.00	\$ 130.00			
06/06/06	25-06	Spencley		9097 Luea Ln	58-03-626-017	Window Install.	\$ 3,000.00	\$ 115.00			
06/21/06	26-06	Hampton		30 Brookfield	58-35-776-030	H.C. Ramp	\$ 1,000.00	\$ 100.00			
06/29/06	27-06	Keen		9072 Chelmsford	58-03-528-020	6x20 Ft Porch	\$ 2,000.00	\$ 105.00			
	JULY										
07/06/06	28-06	Kessler		3449 Heritage Blvd	58-30-651-025	14x14 Enc. Porch	\$ 10,000.00	\$ 145.00			
07/06/06	29-06	Woodside		4298 Maya Ln	58-36-676-017	Sgl. Fam/Att. Gar	\$ 124,700.00	\$ 719.00			
07/11/06	30-06	Spohn		9033 Chelmsford	58-03-528-014	6x22 Wd Deck	\$ 800.00	\$ 100.00			
07/11/06	DA-5	Parrish		5189 Oakview	58-02-501-105	Driveway App.	\$ 4,000.00	\$ 25.00			
07/18/06	31-06	Ostwald		9050 Chelmsford	58-03-528-017	6x20 Wood Deck	\$ 5,400.00	\$ 125.00			
07/18/06	32-06	Woodside		4316 Maya Ln	58-36-676-014	Sgl. Fam/Att. Gar	\$ 98,400.00	\$ 592.00			
07/19/06	33-06	Woodside		6211 Bainbridge	58-30-651-100	Sgl. Fam/Att. Gar	\$ 125,800.00	\$ 724.00			
07/20/06	DA-06	Butler		5198 Worchester	58-02-502-008	Driveway App.	\$ 4,000.00	\$ 25.00			
07/26/06	34-06	KMO Mini		5256 Morrish	58-02-200-029	Ext. Reno./office	\$ 12,000.00	\$ 155.00			
07/26/06	35-06	Woodside		6299 St Charles	58-30-651-057	Sgl. Fam/Att. Gar	\$ 119,500.00	\$ 692.00			
07/28/06	36-06	Combs		4373 Seymour	58-35-300-006	Storage/22x28 Det. Ga	\$ 7,000.00	\$ 130.00			
	August										
08/03/06	37-06	Woodside		6315 St Charles	58-30-651-068	Sgl. Fam/Att. Gar	\$ 127,800.00	\$ 734.00			
08/07/06	38-06	Davis		5140 McLain	58-02-526-044	10x8/8x8Ft Deck	\$ 700.00	\$ 100.00			
08/18/06	SP-07	NCS Dev.		6005/07 Miller	58-31-200-016	Sign	\$ 1,000.00	\$ 100.00			
08/25/06	39-06	Country Carr. Rest.		9237 Miller	58-03-200-007	Ext Wall/ Car Acc.	\$ 12,000.00	\$ 155.00			
08/28/06	40-06	Mcbride		5404 Don Shenk	58-03-579-003	Reroof	\$ 2,400.00	\$ 107.00			
08/28/06	41-06	Doty		124 Ashley Cir.	58-35-776-124	10x14 Wood Deck	\$ 700.00	\$ 100.00			
	September										
09/14/06	42-06	McKnight		5360 Winshall	58-02-553-002	6x16 RWD	\$ 4,400.00	\$ 115.00			
09/19/06	43-06	Pavlica		5070 Morrish	58-02-529-031	24x24 Pole Barn	\$ 8,500.00	\$ 138.00			
	October										
10/02/06	44-06	Mcknight		5360 Winshall	58-02-553-002	16x18 Living Space	\$ 21,496.00	\$ 202.00			
10/03/06	45-06	R & K Development		6224 Bainbridge	58-30-651-098	Sgl. Fam./Att. Gar	\$ 90,000.00	\$ 545.00			
10/06/06	46-06	Swartz Creek		8059 Fortino Dr	58-35-576-033	Veterans Mem.	\$ 85,000.00	0 Fee waived			
10/17/06		Rob's first day :)									
10/17/06	47-06	Ed Hayes	Woodside Builders	7370 Cross Creek	58-36-651-228	4 x 12 Addition	\$ 10,000.00	\$ 145.00			
10/30/06	48-06	Cummings, Roy	Hall's Roofing & Side	6319 Bristol Rd	58-31-100-013	Reroof	\$ 4,000.00	\$ 115.00			
10/31/06	49-06	Jenniches, Phil	Bishop Construction	5233 Oakview	58-02-501-110	Fire Damage Repair	\$ 35,825.00	\$ 275.00			
	November										

11/06/06	50-06	Pemberton	Patrick Osdras	5310 Birchcrest Dr	58-03-531-054	Remodel	\$ 55,000.00	\$ 370.00			
11/09/06	51-06	Riverside Manor Apt	Roof One Inc	5152 Morrish Rd	58-02-200-023	Re-Roof 3 buildings	\$ 34,140.00	\$ 270.00			
11/30/06	52-06.	Cornerstone Baptist C	Bill Carr Sign	6273 Miller Rd	58-31-200-017	Sign	\$ 37,000.00	\$ 280.00			
	December										
12/06/06	53-06	Woodside Builders	Same	7163 Lindsey Dr	58-36-676-052	Sgl Fam W/ Att Gar	\$ 130,880.00	\$ 749.40			
12/06/06	54-06	Woodside Builders	Same	7186 Lindsey Dr	58-36-676-062	Sgl Fam W/ Att Gar	\$ 104,550.00	\$ 587.00			
12/18/06	55-06	Mid-Michigan Roofing	J P Morgan Chase	4459 Fortino Dr	58-35-576-031	Reroofing	\$ 52,695.00	\$ 360.00			
12/28/06	56-06	Woodside Builders	Same	7261 Lindsey	58-36-626-024	Sgl Fam W/ Att Gar	\$ 92,225.00	\$ 556.00			
		56 Permits				20 sgl fam this year	\$ 2,929,836.00	\$ 20,815.40			
	January										
01/10/07	07-001	Gary L Cox	Same	6175 Miller Rd	58-31-527-011	Barn Demo	n/a	\$ 95.00			
01/11/07	07-002	Verizon	Kawkawlin Roofing	8063 Ingalls St	58-02-528-006	Re-roof	\$ 35,000.00	\$ 270.00			
01/18/07	07-003	Woodside Builders	Same	3352 Heritage Blvd	58-30-651-080	Sgl Fam W/ Att Gar	\$ 103,445.00	\$ 612.25			
01/25/07	07-004	Roy Yax	Dave Bennett	5195 Oakview Dr	58-02-501-106	12x16 Rear Addition	\$ 15,000.00	\$ 170.00			
	February										
02/05/07	ZP-07-01	H & M Properties	Same		58-29-551-006	Special Land	n/a	Waived			
02/06/07	SP-07-01	S/C Driving School	Barry's Sign Co	9061 Miller Rd, #11	58-03-200-003	10x12 Wall Sign	\$ 3,200.00	\$ 115.00			
02/14/07	07-005	Woodside Builders	Same	6337 Augusta Dr	58-30-651-009	Sgl Fam W/Att Gar	\$ 115,430.00	\$ 930.00			
	March										
03/06/07	07-006	Sandra Hutson	Same	137 Ashley	58-35-776-137	24 x 32 Det Gar	\$ 15,000.00	\$ 170.00			
03/06/07	07-007	Woodside Builders	Same	3349 Heritage	58-30-651-113	Sgl Fam W/Att Gar	\$ 110,000.00	\$ 645.00			
03/13/07	ZP-07-02	Swartz Creek Mini Stc	Same		58-02-200-029	Special Land	n/a	\$ 305.70			
03/27/06	07-008	Shawn Selasky	Same	3402 Heritage Blvd	58-30-651-067	12x19 Wood Deck	\$ 2,280.00	\$ 110.00			
	April										
04/02/07	07-009	Theodore Matusik	Same	5360 Greenleaf Dr	58-03-533-046	5x9 Front Porch	\$ 1,000.00	\$ 100.00			
04/02/07	07-010	Charles Butler	Same	5324 Winshall Dr	58-02-553-008	10x17 WD/8x9 Roof	\$ 1,000.00	\$ 100.00			
04/04/07	07-011	Terry Schiender	Motor City Bldrs	5226 Seymour Rd	58-03-531-069	19x8 Porch & Siding	\$ 17,850.00	\$ 185.00			
04/08/07	ZP-07-03	H & M Properties	Same		58-29-551-017	Land Division	n/a	\$ 100.00			
04/09/07	ZP-07-04	H & M Properties	Same		58-29-551-017	Land Combination	n/a	\$ 50.00			
04/10/07	07-012	Russ Ridley	JB Installed Sales	3498 S Elms Rd	58-25-576-008	Re-roof/New Gutters	\$ 4,620.00	\$ 120.00			
04/10/07	07-013	Barbara Boxell	JB Installed Sales	5044 Morrish Rd	58-02-529-010	Siding & Windows	\$ 9,800.00	\$ 145.00			
04/12/07	07-014	Hill Street	Same	96 Ashley Circle	58-35-776- 96	Modular Home	\$ 25,000.00	\$ 220.00			
04/18/07	07-015	Lora Curtis	Same	7215 Miller	58-36-577-027	23x14 Wood Deck	\$ 3,700.00	\$ 115.00			
04/23/07	07-016	Norman Dively	Same	5287 Birchcrest	58-03-531-111	12x22 Att Gar Add	\$ 5,575.00	\$ 125.00			
04/23/07	07-017	Drew Edwards	Same	5186 Seymour	58-03-531-172	18x52 Abv Gr Pool	\$ 2,550.00	\$ 50.00			

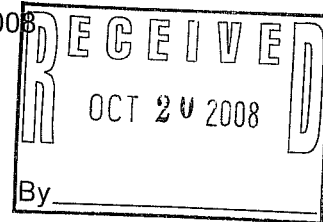
	May										
05/08/07	07-018	Darwin Storms	J & E Home Imp	5166 Oakview Dr	58-02-501-021	18x25 & 6x8 Add	\$ 36,480.00	\$ 280.00			
05/17/07	07-019	Teresa Thompson	Mclean Const	8102 Crapo	58-02-530-037	24x36 Pole Barn	\$ 8,640.00	\$ 140.00			
05/22/07	07-020	Christina Patty	Same	146 Somerset	58-35-776-146	10 x 10 Shed	\$ 900.00	\$ 50.00			
05/23/07	07-021	Theresa Wood	Erik VonBrockdorff	5224 Durwood	58-03-533-137	12 x 16 Deck	\$ 1,920.00	\$ 105.00			
05/21/07	07-022	Tod Johnson	Same	8089 Miller Rd	58-02-529-027	Reroof	\$ 3,000.00	\$ 110.00			
05/25/07	07-023	Joan Nowak	Hall's Roofing	5183 Seymour	58-03-533-004	Altteraltion	\$ 7,220.00	\$ 135.00			
05/31/07	07-024	Eric Herd	Same	3317 Elms Rd	58-30-551-013	10x21 Addition	\$ 10,000.00	\$ 145.00			
	June										
06/07/07	Demo 07-1	Woodside Builders	Same	5304 Miller Rd	58-29-551-019	Demolition	n/a	\$ 95.00			
06/07/07	Demo 07-2	Woodside Builders	Same	5314 Miller Rd	58-29-551-018	Demolition	n/a	\$ 95.00			
06/07/07	Demo 07-3	Woodside Builders	Same	5324 Miller Rd	58-29-551-017	Demolition	n/a	\$ 95.00			
06/15/07	07-025	Angela Millon	Same	5026 Ford	58-02-528-010	10x14 Deck	\$ 500.00	\$ 100.00			
06/18/07	07-026	Rebecca Bankwitz	Same	5352 Durwood	58-03-533-119	Re-roof	\$ 1,700.00	\$ 105.00			
06/18/07	07-027	Douglas Sherman	Same	5137 Seymour	58-03-533-148	Re-roof	\$ 2,000.00	\$ 105.00			
06/21/07	07-028	Gerald McMillian	Wenzlick	4362 Maya	56-36-676-005	9x14 Ml Room	\$ 5,500.00	\$ 125.00			
06/26/07	07-029	Mark Higham	Same	5240 Oakview Dr	58-02-501-002	8 x 10 Porch Roof	\$ 1,000.00	\$ 100.00			
06/29/07	07-030	Gerald Britton	Hall's Roofing	8475 Chesterfield	58-02-501-049	Siding	\$ 1,000.00	\$ 100.00			
	July										
07/19/07	07-031	ITT	Sign Studio	6359 Miller Rd	58-31-100-033	Sign	\$ 3,000.00	\$ 110.00			
	August										
08/07/07	DA-7	Brian Fuson	Same	5155 Oxford Ct	58-02-501-030	Drive Approach	N/A	\$ 25.00			
08/08/07	07-032	Woodside Builders	Same	3336 Heritage	58-30-651-083	Sgl Fam W/ Att Gar	\$ 103,445.00	\$ 615.00			
08/08/07	07-033	Woodside Builders	Same	3346 Heritage	58-30-651-081	Sgl Fam W/ Att Gar	\$ 103,445.00	\$ 615.00			
08/15/07	DA-8	Legisi Marketing	John Bokor	9211 Chesterfield	58-03-531-157	Drive Approach	N/A	\$ 25.00			
08/20/07	07-034	Good's Roofing	Marilynn Sommers	5027 Second	58-01-502-022	Re-Roof	\$ 3,870.00	\$ 115.00			
08/28/07	DA-9	Dan Spohn	Same	8451 Miller Rd	58-02-501-080	Drive Approach	n/a	\$ 25.00			
	September										
09/06/07	07-035	Linda Alexander	Same	5182 Winshall	58-02-503-075	6x22 Cvd Porch	\$ 3,000.00	\$ 110.00			
09/10/07	DA-10	Marchbanks Cement	Richard Bennett	5159 Birchcrest	58-03-531-082	Drive Approach	n/a	\$ 25.00			
09/10/07	07-036	Woodside Builders	Woodside Builders	6286 Concord	58-30-651-077	Sgl Fam W/ Att Gar	\$ 128,010.00	\$ 740.00			
09/28/07	07-037	Craigs Construction	Bob Winter	9315 Hill Rd	58-03-576-016	32 x 36 Pole Barn	\$ 12,000.00	\$ 155.00			
	October										
10/10/07	07-038	Hill Street Homes	Same	12 Kingsley	58-35-776-012	Mobile Home	\$ 28,000.00	\$ 235.00			
10/10/07	07-039	Woodside Builders	Woodside Builders	4253 Lindsey	58-36-676-079	Sgl Fam W/ Att Gar	\$ 80,000.00	\$ 423.75			

10/10/07	07-040	Woodside Builders	Woodside Builders	4257 Lindsey	58-36-676-080	Sgl Fam W/ Att Gar	\$ 80,000.00	\$ 423.75			
10/10/07	07-041	Woodside Builders	Woodside Builders	4261 Lindsey	58-36-676-081	Sgl Fam W/ Att Gar	\$ 80,000.00	\$ 423.75			
10/10/07	07-042	Woodside Builders	Woodside Builders	4265 Lindsey	58-36-676-082	Sgl Fam W/ Att Gar	\$ 80,000.00	\$ 423.75			
10/10/07	07-043	JB Installed	David Steward	8460 Cappy Ln	58-02-502-019	Re-roof	\$ 6,190.00	\$ 107.00			
10/25/07	07-044	Gary Cox	Same	6175 Miller Rd	58-31-527-011	40 x 60 Pole Barn	\$ 24,000.00	\$ 215.00			
	November										
11/01/07	07-045	Walter Baker	Lockhart Roofing	5028 Fairchild	58-02-526-089	Re-roof	\$ 5,600.00	\$ 125.00			
11/14/07	07-046	Jim Lengyel	Fisher Wrecking	4322 Elms	58-36-577-007	Demolition	n/a	\$ 95.00			
	December										
12/04/07	07-047	David Nagengast	Efficient Demolition	3462 S Dye Rd.	58-29-551-021	Demolition	n/a	\$ 95.00			
12/20/07	07-048	Chase Bank	Curbcoc, Inc	4459 Fortino Dr	58-35-576-031	Enclose dumpster	\$ 15,980.47	\$ 175.00			
		48 Permits	10 Sgl Fam Homes				\$ 1,306,850.47	\$ 11,919.95			
	January										
01/08/08	08-001	Jim Pemberton	Homeworks Unlimited	5310 Birchcrest Dr	58-03-531-054	Replace 18 x 31 Deck	\$ 4,000.00	\$ 115.00			
01/11/08	08-002	R & K	Wedel Crafted Homes	6230 Bainbridge	58-30-651-097	Sgl Fam W/ Att Gar	\$ 90,000.00	\$ 545.00			
01/23/08	08-003	Don Allen	Jacobs Sign	9041 Miller Rd	58-03-530-001	Sign	\$ 5,000.00	\$ 120.00			
	February										
02/22/08	08-004	Woodside Builders	Same	3405 Heritage	58-30-651-058	Sgl Fam W/ Att Gar	\$ 134,215.00	\$ 770.00			
02/25/08	08-005	Siwek Contruccion	Mass Transportation	3462 Dye Rd	58-29-551-029	10567 Sq Ft Comm Bl	\$ 1,190,000.00	\$ 6,045.00			
02/28/08	08-006	Signs by Crannie	Riverside Apts	5152 Morrish Rd	58-02-200-023	Sign	\$ 4,400.00	\$ 120.00			
02/28/08	08-007	Pobocik	Creative Wood Produ	5076 McLain	58-02-526-053	12 x 12 Gazebo	\$ 10,189.00	\$ 150.00			
	March										
03/25/08	08-008	Genesee Valley	Antonelli Construction	5397 Miller Rd	58-32-100-005	Demolition	N/A	\$ 95.00			
03/26/08	08-009	Barry Smith	Same	5210 S Seymour	58-03-531-071	19 x 22 Att Gar Additio	\$ 4,180.00	\$ 120.00			
03/27/08	08-010	McDonalds	City Sign	4237 Elms	58-31-100-025	Sign	\$ 12,000.00	\$ 155.00			
03/28/08	08-011	Mari Dan	St Clair Construction	4935 Ita Ct	58-35-400-016	Windows Siding Doors	\$ 110,000.00	\$ 645.00			
	April										
04/01/08	08-012	Fred Herrick	Same	4196 Mountain Ash	58-36-529-024	16 x 30 Pole Barn	\$ 11,000.00	\$ 150.00			
04/02/08	08-013	Nick Corbat	Sunglo Restoration	9168 Norbury	58-03-533-037	Fire Repair	\$ 22,600.00	\$ 210.00			
04/15/08	08-014	David Leonard	Same	5154 DonShenk	58-02-503-018	ReRoof /Chimney	\$ 1,500.00	\$ 105.00			
04/28/08	08-015	David Johnson	Mike Shumaker	4084 Jennie Ln	58-36-526-008	12 x 16 MI Room	\$ 10,500.00	\$ 150.00			
04/28/08	08-016	Bestway Builders	Ron Scharr	8359 Cappy Ln	58-02-503-043	Re-Roof	\$ 4,700.00	\$ 120.00			
04/30/08	08/017	Brian Wright	Same	5174 Durwood	58-03-533-144	18 ft Pool	N/A	\$ 50.00			

	May											
05/08/08	08-018	Wallace Pike	Same	8333 Miller Rd	58-02-504-004	Re-Roof/Garage Door	\$ 6,000.00	\$ 125.00				
05/12/08	08-019	Chad Sexton	Same	5048 McLain St.	58-02-526-055	16 x 16 Shed	\$ 2,000.00	\$ 110.00				
05/12/08	08-020	Sharol Robideau	Same	50 Somerset	58-35-776-050	8 x 14 Deck	\$ 1,120.00	\$ 105.00				
05/14/08	08-021	William Tynes	Same	5302 Birchcrest	58-03-531-053	601 sq ft deck	\$ 3,600.00	\$ 115.00				
05/21/08	08-022	Becky Miller	Signature Homewor	4278 Chapel Ln.	58-36-651-142	Re-Roof/Basement/de	\$ 25,000.00	\$ 220.00				
05/23/08	08-023	Jessica Anderson	Same	49 Somerset St	58-35-776-049	14x14 Deck	\$ 1,960.00	\$ 110.00				
05/28/08	08-024	Jeffrey M Burke	Same	9052 Luea Ln	58-03-626-035	Finish Sgl Fam/Att Ga	\$ 50,000.00	\$ 345.00				
05/29/08	08-025	Carol Bishop	C.R. Coon	5316 Don Shenk	58-02-552-008	24x24 Det Gar	\$ 14,600.00	\$ 170.00				
05/30/08	08-026	Luea Pharmacy	Voorheis Sign	8021 Miller Rd.	58-01-100-038	Sign	\$ 6,000.00	\$ 125.00				
	June											
06/05/08	08-027	John Hackney	Same	9278 Eton Ct	58-03-531-011	8x11,12x12,12x36 Dec	\$ 6,000.00	\$ 125.00				
06/05/08	08-028	Executive Financial	Same	7577 Miller Rd	58-01-502-087	Interior Remodel	\$ 25,000.00	\$ 220.00				
06/05/08	08-029	Woodside Builders	Same	3431 Heritage	58-30-651-061	Sgl Fam W/ Att Gar	\$ 134,300.00	\$ 770.00				
06/10/08	08-030	McCullough	B J Poured	4069 Jenny Ln	58-36-526-042	Replace Porch,Planter	\$ 1,500.00	\$ 105.00				
06/10/08	08-031	Dennis Barr	Decksides Decking	9254 Chesterfield	58-03-531-008	12x25 Deck	\$ 19,000.00	\$ 190.00				
06/11/08	08-032	Doors Galore	Apex Sign	8077 Miller Rd	58-02-529-025	Sign	\$ 2,000.00	\$ 105.00				
06/12/08	08-033	Sprint	Metro PCS	4127 Elms Rd.	58-31-751-002	Co-Location	\$ 25,000.00	\$ 220.00				
06/16/08	08-034	Jenifer Hull	Same	5368 Don Shenk	58-03-579-009	Interior Repair	\$ 1,000.00	\$ 100.00				
06/16/08	08-035	Robert Carroll	Richard Day	63 Ashley	58-35-776-063	16x30 Det Gar	\$ 9,000.00	\$ 140.00				
06/18/08	08-036	Riverside Apts	Roof One	5152 Morrish Rd	58-02-200-023	Re-Roof 2 Blds	\$ 24,000.00	\$ 215.00				
06/20/08	08-037	Tina Watson	Tom Hannan	5295 Oakview	58-03-532-031	Siding/ 3 Windows	\$ 6,500.00	\$ 130.00				
06/26/08	08-038	Rabih Aboughmen	Hardy Sign	4278 Morrish Rd	58-35-576-019	Sign	\$ 10,000.00	\$ 145.00				
06/27/08	08-039	Kathy Ridley	Jimmy Wilson	3414 Elms	58-25-576-016	12 x 16 Att Storage sh	\$ 4,000.00	\$ 115.00				
06/27/08	08-040	Joel McRee	Same	5063 Brady	58-02-527-020	Siding	\$ 1,000.00	\$ 100.00				
06/27/08	08-041	H & J Beef	Arbys	4246 Elms	58-36-200-012	Remodel	\$ 40,000.00	\$ 295.00				
	July											
07/07/08	08-042	Milt Utter	Wood Wool	4358 Maya Ln	58-36-676-006	Enclose existing porch	\$ 3,500.00	\$ 115.00				
07/11/08	08-043	Woodside Builders	Same	6292 Concord	58-30-651-076	Sgl Fam W/ Att Gar	\$ 113,600.00	\$ 663.00				
07/11/08	08-044	Melissa Smith	THD At home service	5331 Greenleaf Dr	58-03-533-059	Re-Roof	\$ 6,414.00	\$ 130.00				
07/16/08	08-045	Trademark Framing	Beebe	9031 Luea Ln	58-03-626-040	8 x 12 roof over deck	\$ 4,000.00	\$ 115.00				
07/17/08	08-046	Olga Sweeny	Signs by Crannie	8006/8014 Miller Rd	58-35-576-048	Signs	\$ 3,526.00	\$ 115.00				
07/30/08	08-047	Jeffrey Lepaud	Schultz Building	7556 Miller RD.	58-36-552-009	Repair Rafters/ReRoof	\$ 5,000.00	\$ 120.00				
07/31/08	08-048	MTA	Bill Carr Sign	3464 Dye Rd	58-29-551-029	Signs	\$ 6,000.00	\$ 125.00				
	August											
08/14/08	08-049	Gary Poush	McVey Home Imp	5321 Don Shenk	58-02-552-014	Windows & Siding	\$ 18,461.00	\$ 190.00				
08/20/08	08-050	Marie Vallard	Ashley Co.	9151 Luea LN.	58-03-626-026	Replace 12x12 Deck	\$ 1,500.00	\$ 105.00				

08/22/08	08-051	Keith Johnson	Same	5184 Daval	58-02-501-006	Re-Roof	\$ 1,881.00	\$ 105.00			
	September										
09/19/08	08-052	Kroger	JR Heineman	7084 Miller RD	58-36-526-012	Comm Addition	\$ 1,800,000.00	\$ 9,095.00			
09/24/08	08-053	Mark Jewett	Same	5126 Morrish Rd	58-02-200-019	12 x 30 Shed	\$ 5,000.00	\$ 120.00			
09/24/08	08-054	Marcia Amon	JB Installed	5193 Greenleaf Dr	58-03-533-080	Re-Roof	\$ 6,000.00	\$ 125.00			
09/29/08	08-055	AGE II, Inc.	Randy Legault	8240 Miller Rd	58-35-400-014	Fire Repair	\$ 3,000.00	\$ 110.00			
	October										
10/02/08	08-056	Frank Nemecek	David Stasa	5043 Third St	58-01-502-008	40 ft Accessable Ramp	\$ 1,400.00	\$ 105.00			
10/07/08	08-057	Ramberg, Robin	David Ramberg	5215 Don Shenk Dr	58-02-503-066	12 x 34 Addition/Ramp	\$ 50,000.00	\$ 345.00			
10/20/08	08-058	Duckering									
10/21/08	08-059	Family Worship Ctr	The Carpenter's Son	4484 Morrish	58-35-576-053	Re-Roof	\$ 13,000.00	\$ 160.00			
	08-060										

October 17, 2008



General Membership
Genesee County 9-1-1 Consortium Commission

Dear General Membership:

We are in the process of planning for the audit of the financial statements of Genesee County 9-1-1 Consortium Commission (the "Organization") for the year ended September 30, 2008. An important aspect of planning for the audit is communication with those who have responsibility for overseeing the strategic direction of the Organization and obligations related to the accountability of the Organization. At Genesee County 9-1-1 Consortium Commission these responsibilities and obligations are held by the General Membership, collectively and individually; therefore, it is important for us to communicate with each of you in your role as a member of the General Membership.

As part of this communication process, we communicated directly with Kurt Soper, Chairman, on October 15, 2008 regarding our responsibilities under generally accepted auditing standards and the planned scope and timing of our audit. The purpose of this letter is to provide each of you with a summary of the items discussed and to provide you with the opportunity to communicate with us on matters that may impact our audit.

Our responsibility under Generally Accepted Auditing Standards

As stated in our engagement letter addressed to Kurt Soper, and dated October 14, 2008, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Overview of the planned scope and timing of the audit

Our audit fieldwork will include three phases. The planning and preliminary information gathering phase; the risk assessment phase; and our audit procedures will be performed during October 2008, scheduled to begin October 20, 2008.

To plan an effective audit we must identify significant risks of misstatement in the financial statements and design procedures to address those risks. We identified the following significant risks of misstatement:

- Recognition of revenues in the proper period for surcharges.
- Capitalization of equipment and related depreciation.

In response to these identified significant risks we will perform:

- We will compare the surcharge revenues per the general ledger with information provided by the Genesee County Treasurer to assure that the amounts received during the year are properly reported as revenue.
- We will review supporting invoices related to any maintenance or equipment or building improvements to determine if any purchases or improvements were made during the year that should have been capitalized in the Organization's capital asset records.

We will gain an understanding of accounting processes and key internal controls through a review of the Accounting Procedures Questionnaires and Control Procedures Questionnaires prepared by management. We will perform confirmation, observation and inspection procedures to ensure the accounting procedures and controls included in the questionnaires have been implemented. We will not express an opinion on the effectiveness of internal control over financial reporting; however we will communicate, to you, significant deficiencies and material weaknesses identified in connection with our audit.

The concept of materiality is inherent in our work. We place greater emphasis on those items that have, on a relative basis, more importance to the financial statements and greater possibilities of material error than with those items of lesser importance or those in which the possibility of material error is remote. In determining the materiality threshold we considered the users of the financial statements. As we understand, the users of Genesee County 9-1-1 Consortium Commission financial statements are taxpayers, the State of Michigan, and the General Membership (in addition to the management); therefore, our consideration of the appropriate materiality threshold included the following factors: revenue and net assets.

Information from you relevant to our audit

An important aspect of this communication process is the opportunity for us to obtain from you, information that is relevant to our audit. Your views about any of the following are relevant to our audit:

- Organization's objectives and strategies, and the related business risks that may result in material misstatements
- Matters you consider warrant particular attention during the audit, and any areas where you want to request additional procedures be undertaken
- Concerns about the Organization's internal control and its importance to the Organization, including how the General Membership oversees the effectiveness of internal control and the detection or possibility of fraud
- Significant communications with regulators
- The actions of the General Membership in response to developments in accounting standards, regulations, laws, previous communications from us and other related matters

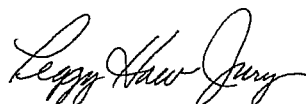
October 17, 2008

If you have any information to communicate to us regarding the above or any other matters you believe are relevant to the audit, or if you would like to discuss the audit in more detail please call me at 810-767-5350 as soon as possible.

Thank you for your time and consideration in this important aspect of the audit process. You can expect to hear from us again after the completion of our audit when we will report to you the significant findings from the audit.

Yours truly,

PLANTE & MORAN, PLLC



Peggy Haw Jury, CPA, CFE
Partner

Paul Bueche

From: Michigan Municipal League [dwestbrook@mml.org]
Sent: Monday, October 13, 2008 8:16 AM
To: Paul Bueche
Subject: League Introduces New President, Vice President & Board Members



The League Announces New President, Vice President, and Six New Board of Trustees

Please join us in welcoming our president, vice president, and six new local officials to the League's Board of Trustees. Troy City Councilmember Robin Beltramini has transcended from her role as vice president to president, Huntington Woods City Commissioner Jeffery Jenks has been elected as the vice president; both positions are a one-year term effective October 4, 2008.

Completing our 18-member Board of Trustees, the following new members will serve three-year terms, effective October 2, 2008: Norway City Manager Ray Anderson, Lansing Mayor Virg Bernero, Ishpeming City Councilmember Patricia Bureau, Lapeer City Manager Dale Kerbyson, Hamtramck Mayor Karen Majewski, and Fenton City Manager Lynn Markland.

The Board is responsible for developing and guiding the organization's strategic public policy initiatives, legislative agenda, and internal workings, all leading to Better Communities. Better Michigan.



Ray Anderson
City Manager, Norway



Karen Majewski
Mayor, Hamtramck



Virg Bernero
Mayor, Lansing



Lynn Markland
City Manager, Fenton



Dale Kerbyson
City Manager, Lapeer



Patricia Bureau
Councilmember, Ishpeming

The League offers profound appreciation for the service of the past president, Durand City Councilmember Deborah Doyle, and the following board members who guided communities during their three-year terms: Algonac Councilmember Gary Tuzinowski, Grand Rapids Mayor George Heartwell, and Bridgman Councilmember Linda Gedeon-Kuhn.

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Michigan Municipal League, 1675 Green Road, Ann Arbor, MI 48105



Paul Bueche

From: Michigan Municipal League [amessinger@mml.org]
Sent: Tuesday, October 14, 2008 8:46 AM
To: Paul Bueche
Subject: MML Link - 10/14/2008



October 14, 2008

State Affairs Report

Save the Date: Water Pollution Technical Issues Seminar – Learn to relate water pollution issues to the press and public at the *Emerging Issues - Communicating Technical Issues* seminar, October 30 at the Eagle Eye Banquet Facility, East Lansing. Hosted by the Michigan Water Environment Association (MWEA), the seminar will provide attendees with technical background materials and simplified explanations for use in media interviews. [Register online](#) or contact the MWEA at (517) 641-7377. Contact: [Dave Worthams](#)

Center for Michigan to Host Candidate Forums – To familiarize community leaders and residents with the candidates running for the state House of Representatives, the Center for Michigan is hosting a series of statewide [candidate forums](#). The events are also an opportunity for local officials to question candidates on their commitment to investing in communities and to support issues such as revenue sharing and transportation. Local officials should also question candidates about making state resources available for programs that assist developed communities in creating vibrant downtowns and neighborhoods that will attract the next generation of workers and businesses. Contact: [Arnold Weinfeld](#)

Federal Update

HUD Announces Plans for \$3.9 Billion in Housing Recovery Act Funds – \$3.9 billion in one-time funding to assist local governments hurt by the foreclosure crisis is being made available through the [Neighborhood Stabilization Program](#) (NSP). [Michigan's share](#) is \$263 million which will be split between locals (\$165 million) and the state (\$98 million). Administration of the state portion is still being determined but will most likely be divided among those agencies that handle housing matters. Visit the [NSP Website](#) for information such as the Federal Register Notice and

The Buzz

[Revisiting Portland, Thinking of Detroit Regionalism](#)
 Metromode, 10/09/08

Save the Date

[SEMCOG Winter Road Maintenance Seminar](#)
 Oct. 23, Detroit

[Water Pollution Technical Issues Seminar](#)
 Oct. 30, East Lansing

[National League of Cities Congress of Cities & Exposition](#)
 Nov. 11-15, Orlando, FL

[Geographic Information for MI Communities](#)
 Dec. 10, Gaylord ([EOA](#))

Grants & Projects

[Scrap Tire Cleanup Grants](#)
 Apply by Oct. 31

What's New

[Announcing the League's New President, Vice President, and Six New Board of Trustees](#)

[110th Annual Convention](#)

formula methodology and look for additional information in upcoming issues of the Legislative Link. Contact: [Arnold Weinfeld](#)

FACTA Information Available – Check the League's [Federal Webpage](#) for information on the Fair and Accurate Credit Transactions Act, a new federal law effective November 1, 2008. Contact: [Arnold Weinfeld](#)

Federal Brownfield Funding Opportunities Announced, Application Tool Available – Brownfields Assessment, Revolving Loan Fund and Cleanup grants may be used to address sites contaminated by petroleum, hazardous substances, pollutants or contaminants (including hazardous substances co-mingled with petroleum). Opportunities for funding are as follows: Brownfields Assessment grants (each funded up to \$200,000 over three years), Brownfields Revolving Loan Fund (RLF) grants (each funded up to \$1,000,000 over five years) and Brownfields Cleanup grants (each funded up to \$200,000 over three years). The proposal deadline is November 14. For details, visit the [EPA Website](#). To assist communities applying for such grants, Kansas State University in a cooperative venture with the EPA, developed a [grant writing software tool](#). Contact: [Arnold Weinfeld](#)

NLC '09 Committee, Council & Panel Application Process Now Open – Local officials in communities belonging to the National League Cities (NLC) are eligible to apply for positions with any NLC committee, panel or council. While applications are to be sent directly to the NLC as indicated on the form, please also forward a copy to Arnold Weinfeld, MML Director of Public Policy and Federal Affairs, so we can support your efforts (fax: (517) 372-7476 / [email](#)). [Learn more about the application process](#). Contact: [Arnold Weinfeld](#)

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Michigan Municipal League, 1675 Green Road, Ann Arbor, MI 48105



Paul Bueche

Subject: Center for Michigan

Paul,

I invite you to attend The Center for Michigan's Genesee County Candidate Forum on Wednesday, October 29, and ask you to invite City officials, staff and community members. This Candidate Forum, and others like it statewide, are sponsored by The Center for Michigan, a non-profit non-partisan citizens' organization. The Center does three things, we: educate citizens about Michigan's future challenges and opportunities, convene "Community Conversations" throughout the state where citizens deliberate and develop common ground ideas for Michigan's future, and amplify citizen voices by taking their common ground agenda straight to decision makers in Lansing. Elected officials in both parties have credited the Community Conversations with setting an inclusive, thoughtful, and forward-looking agenda for Lansing to follow.

I hope that you will be able to join The Center and community members; unlike the traditional candidate debate, The Center's Forums create a dialogue between the candidates and community as the candidates need to hear from the community just as much as the community needs to hear from the candidates. Please do not hesitate to contact me with questions or for more information. More information about The Center can be found at: www.thecenterformichigan.net.

OCTOBER 29: TOWN HALL FORUM

Genesee County

7:00 p.m. - 9:00 p.m.

U-M Flint - Northbank Center, 432 N Saginaw St

34th, 48th, 49th, 50th, 51st State House District Candidates Invited:

Adam Ford, Woodrow Stanley, Ralph Burger, Representative Richard Hammel, Representative Lee Gonzales, Doug O'Neal, Jim Slezak, Paul Scott, Michael J. Thorp

Call or email Nancy to RSVP:

202-390-5766

nshort@thecenterformichigan.net

Best,

Nancy

Nancy E. Short

Outreach Coordinator

The Center For Michigan

nshort@thecenterformichigan.net

202.390.5766



www.thecenterformichigan.net

Contact:
John Bebow
Executive Director
The Center for Michigan
734-769-4625
jbebow@thecenterformichigan.net

Public Invited To Open Forum with Genesee County State House Candidates on October 29

Ralph Burger, Adam Ford, Lee Gonzales, Richard Hammel, Doug O'Neal, Paul Scott, Jim Slezak, Michael J. Thorp, Woodrow Stanley -- candidates for the 34th, 48th, 49th, 50th, 51st District seats in the Michigan House of Representatives – were invited to participate in a candidate forum on October 29, 2008, at 7:00 p.m. at the University of Michigan-Flint, Northbank Center, 432 N Saginaw Street.

The forum, sponsored by the non-profit Center for Michigan, will focus on key “common ground” issues that have emerged from 180 “community conversations” held by the Center across the state in the past year. More than 1,800 participants in those meetings developed three priorities for Michigan’s future -- 1) a globally competitive workforce; 2) a diversified economy and great quality of life; and 3) effective, efficient and accountable government – and numerous strategies to make that vision a reality.

The Genesee County candidates for five open House seats in the November election will discuss how they would approach those and other big-picture issues if elected on November 4 to serve for the next two years in Lansing.

The public is encouraged to attend the forum. There is no charge to attend. Those wishing to attend are asked to RSVP by sending email to nshort@thecenterformichigan.net or by reaching Center for Michigan outreach coordinator Nancy Short at 202-390-5766.

“Through local forums like this one, we’re seeking to intensify candidates’ focus on the issues voters tell us matter most for the state’s future,” said John Bebow, executive director of the Center for Michigan.

Forums like this one across the state are part of the Center’s “Michigan’s Defining Moment Public Engagement Campaign.” (“MDM”) Launched by more than a hundred statewide business, community and political leaders in 2007 and funded by two dozen Michigan corporations and foundations, MDM seeks to develop a common ground vision and agenda for Michigan’s transformation to a new era of prosperity.

Michigan’s Defining Moment does not endorse candidates and isn’t trying to elect candidates from any particular political background. Instead, this effort seeks to counter negative campaign ads and public cynicism with an infusion of in-depth citizen perspectives and reform ideas that can be taken up by candidates of all political stripes. Elected officials in both parties have credited Michigan’s Defining Moment with developing inclusive, thoughtful, and forward-looking ideas for Lansing to follow.

“We encourage Genesee County residents to take advantage of this opportunity to interact with local political leaders,” Bebow said. “And we welcome more interaction with the Genesee County community. We’ll continue to hold community meetings over the next two years to gather more citizen ideas and help sharpen legislators’ focus and cooperation on the tough budget decisions and policy issues citizens want addressed.”

For more information about the Center for Michigan, visit the organization web site at www.thecenterformichigan.net.

For more information about the Michigan’s Defining Moment campaign, please download its “Common Ground Agenda for Michigan’s Transformation” available online at <http://www.thecenterformichigan.net/blog/wp-content/uploads/2008/05/common-ground-agenda-for-michigans-transformation.pdf>



Genesee County Health Department

Robert M. Pestronk, M.P.H., Health Officer
Gary K. Johnson, M.D., M.P.H., Medical Director

www.gchd.us

Floyd J. McCree Courts &
Human Services Building
630 S. Saginaw Street
Flint, Michigan 48502-1540
Phone 810-257-3612
Fax 810-257-3147

Community Health
Phone 810-257-3612
Fax 810-257-3147

Environmental Health
Phone 810-257-3603
Fax 810-257-3125

Personal Health
Phone 810-257-3132
Fax 810-237-6162

Burton Branch
G-3373 S. Saginaw St.
Burton, Michigan 48529
Phone 810-742-2255
Fax 810-742-2561

McCree North Health Center
115 E. Pierson Rd.
Flint, Michigan 48505
Phone 810-600-2400
Fax 810-785-9675

September 23, 2008

Dear Friends of Public Health in Genesee County:

I am pleased to present you with three documents:

- The Genesee County Health Department's 2007 Annual Report,
- The Genesee County Health Department's 2008 – 2012 Strategic Plan, and
- An executive summary of our 2008 – 2012 Strategic Plan.

These documents will give you a sense of what *Your* Genesee County Health Department has accomplished in the past and hopes to achieve in the future.

The Annual Report highlights our services, significant accomplishments, and our budget for 2007. The report also includes a final summary of the progress we have made together on the goals set in our 2003 – 2007 Strategic Plan. You will see that we are heading in the right direction in many areas, but that we still have many community health challenges.

The 2008 – 2012 Strategic Plan outlines our community's health priorities for the next 5 years. In the 18 months it took us to develop this plan, we heard the voice of 1,026 people living or working in Genesee County. Along with a review of hard data, these voices helped us identify our community's most pressing health issues, as well as the community strengths we can build upon to improve health and quality of life in Genesee County.

Some key factors to note in our 2008 – 2012 Strategic Plan include:

- Our long-term outcomes are to *prevent chronic disease, infant death, and communicable disease, with a particular emphasis on sexually transmitted disease.*
- While these outcomes did not change dramatically from our last strategic plan, the strategies we propose to address them did change.
- Our new strategic plan outlines a set of *organizational and public health system strategies* that incorporate best practices in public health, are future-oriented, and that address our county's unique strengths and challenges.
- All the *outcomes in our plan are measurable* so that we can track our progress over time and report on our progress regularly to the community. This helps all of us know if we're headed in the right direction or if we need to consider changing our approach.
- We have an explicit focus on *health equity and social justice* at each level of the plan. We seek to assure that *health* and not just *health care* is equitable across our community.

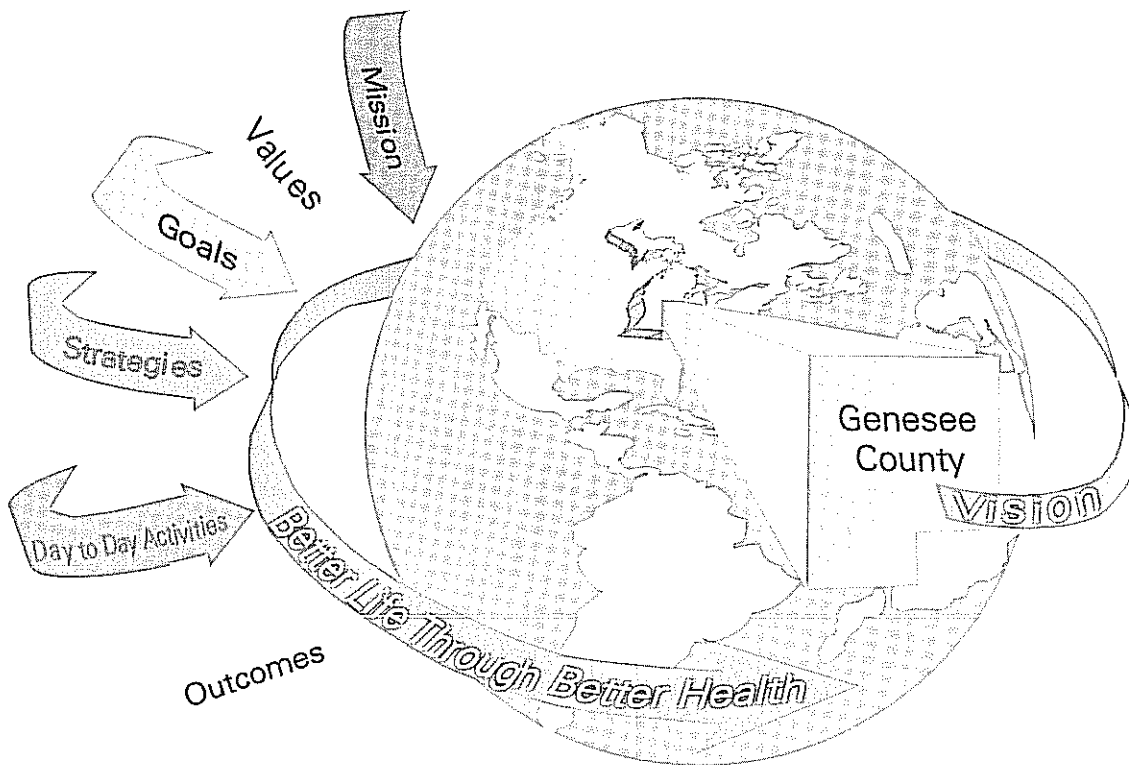
I welcome your thoughts about the best ways to use the organizational and public health system strategies named in our strategic plan to make real progress on health outcomes. Together we can attain "Better Life Through Better Health" in Genesee County!

Yours in Health,

Robert M. Pestronk, M.P.H.
Health Officer

Enclosures

GENESEE COUNTY HEALTH DEPARTMENT



2003 - 2007
STRATEGIC PLAN WRAP-UP

2007 ANNUAL REPORT

Closing out the 2003 - 2007 Strategic Plan - How did we do?

The areas in the community that we wanted to impact included:

1. Infant mortality reduction, especially the reduction of racial disparity, from the 2000 baseline rates.

	Overall			African American			White		
	Genesee Co.		Michigan	Genesee Co.		Michigan	Genesee Co.		Michigan
	2000	2006	2006	2000	2006	2006	2000	2006	2006
Infant Deaths ¹	12.3	10.0	7.4	21.7	17.6	14.8	8.4	6.9	5.4

2. Chronic disease mortality reduction, especially the reduction of racial disparity, from the 2000 baseline rates.

	Overall			African American			White		
	Genesee Co.		Michigan	Genesee Co.		Michigan	Genesee Co.		Michigan
	2000	2006	2006	2000	2006	2006	2000	2006	2006
Heart Disease ²	314.2	243.3	226.7	376.1	304.0	320.0	306.4	231.5	214.4
Cancer ²	226.9	212.8	190.8	311.9	236.0	237.6	211.9	207.4	184.7
Stroke ²	77.1	62.7	44.7	101.3	91.7	59.0	73.4	57.3	42.6
Diabetes ²	41.1	37.6	26.7	62.7	53.5	40.8	37.5	33.9	24.6

3. Communicable disease reduction, especially the reduction of racial disparity, from the 2000 baseline rates.

	Overall			African American ⁵			White ⁵		
	Genesee Co.		Michigan	Genesee Co.		Michigan	Genesee Co.		Michigan
	2000	2006	2006	2000	2006	2006	2000	2006	2006
Gonorrhea ³	324.9	401.9	168.7	597.7	718.1	472.0	18.9	53.9	22.5
Chlamydia ³	362.0	726.8	387.8	414.2	1053.5	768.8	40.8	132.8	99.7
Tuberculosis ³	2.5	(4) ⁴	2.2	6.8	(1) ⁴	5.9	(4) ⁴	(2) ⁴	0.7

Other areas of interest:

	Genesee Co. 2003	Genesee Co. 2006/2007	Healthy People 2010 Goal	Trend
Alcohol and drug abuse prevention and treatment				
▪ Percent of all adults who had 5 or more alcoholic drinks on an occasion in the past 30 days	14.4%	33.6%	13.4%	Worse
▪ Alcohol-related motor vehicle crash deaths (per 100,000 population)	5.9%	4.6%	4.8%	Better
Tobacco use prevention				
▪ Percent of adults who smoke cigarettes	26.8%	25.6%	12.0%	No Change
Obesity reduction				
▪ Percent of adults who are obese (BMI ≥ 30)	25.3%	32.5%	15.0%	Worse
Physical activity promotion				
▪ Percent of adults who engage in moderate to vigorous exercise for at least 10 minutes at least 3 times per week	58.0%	71.9%	N/A	Better
Promotion of healthy nutrition				
▪ Percent of adults who consume 2 or more servings of fruit a day	32.4%	34.1%	N/A	No Change
▪ Percent of adults who consume 1 or more servings of green salad a day	24.8%	24.5%	N/A	No Change

¹Rate per 1,000 live births - Genesee County Health Department and Michigan Department of Community Health. ²Age adjusted death rates are based on age specific death rates per 100,000 population in specified group - Genesee County Health Department and Michigan Department of Community Health.

³Rate per 100,000 population. ⁴ () = Number of cases. The number of cases is too small (≤ 5) to calculate a statistically reliable rate - Genesee County Health Department and Michigan Department of Community Health. ⁵STD rates by race/ethnicity in Genesee County should be interpreted with caution because the majority of case reports are missing race/ethnicity information. Reporting is more complete from public versus private health care providers, making trends more representative of the segment of the population served by the public sector. This issue extends nationally, as similar rates of racial/ethnic disparities in STDs have been reported across the nation, as well as similar trends in missing race/ethnicity information.

Other areas of interest, continued...

	Genesee Co. 2003	Genesee Co. 2006/2007	Healthy People 2010 Goal	Trend
Improved access to health care				
■ Percent of adults (18-64 years) who have health care coverage of some kind	85.4%	94.0%	100.0%	Better
Reduction of exposure to harmful environmental agents				
■ Percent of restaurants that are smoke-free	12.9%	20.2%	N/A	Better
■ Hospitalizations with principal diagnosis of asthma among children under 5 years of age (per 10,000 population under age 5)	66.0%	44.9%	25.0%	Better
Violence and abuse prevention				
■ Homicides (age-adjusted per 100,000 population)	7.4%	15.8%	2.8%	Worse
■ Percent of adults who report they are very or somewhat fearful about crime in their neighborhood	27.1%	29.8%	N/A	No Change
Fostering of communication and community mobilization				
■ Percent of Local Public Health System (LPHS) survey respondents who believe the LPHS in Genesee County substantially or fully:				
◆ informs, educates, and empowers people about health issues	55.7%	61.9%	N/A	No Change
◆ mobilizes community partnerships to identify and solve health problems	51.7%	52.4%	N/A	No Change
Enhanced Surveillance				
■ Percent of Local Public Health System (LPHS) survey respondents who believe the LPHS in Genesee County substantially or fully:				
◆ monitors health status to identify community health problems	56.6%	58.1%	N/A	No Change
◆ diagnoses and investigates health problems and health hazards in the community	55.6%	53.3%	N/A	No Change

Better Life Through Better Health In 2007...

- Health Department staff successfully investigated several food borne illness outbreaks, which helped prevent future occurrences of food borne illness in the community.
- The 2008-2012 GCHD Strategic Plan was completed and received unanimous approval from the Genesee County Board of Commissioners.
- GCHD WIC staff collaborated with 10 community partners in the summer "Project FRESH" to deliver an array of one-stop services, information and coupons for fresh produce at the Flint Farmers' Market, reaching 894 families who participate in the WIC program.
- GCHD was recognized by the Centers for Disease Control and Prevention (CDC) as one of eighteen REACH US "Centers of Excellence in the Elimination of Health Disparities" in the country and awarded grant funding for the next five years to continue successful community partnership activities aimed at reducing infant mortality.
- The GCHD Healthy Start program was one of only 15 HRSA-funded programs throughout the country, and the only Healthy Start program, selected to be showcased at the agency's "Celebrating Quality" event.
- Through continued coordination of the Genesee County Childhood Lead Poisoning Prevention Coalition, Genesee County experienced a 26.3% decrease over the previous year in the number of children less than six years of age with confirmed elevated blood lead levels.
- GCHD staff implemented improvements in the Department's school and day care disease reporting system and decreased by more than 80% the amount of staff time needed to obtain useable data.
- The Health Department's Food Sanitation Program became the first local agency in Michigan to enroll in the Food and Drug Administration's Voluntary Standards. The Health Department received national recognition for this accomplishment with the FDA.
- GCHD staff were involved in several nationally recognized quality improvement initiatives.



Genesee County Health Department
 Floyd J. McCree Courts & Human Services Center
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 www.gchd.us

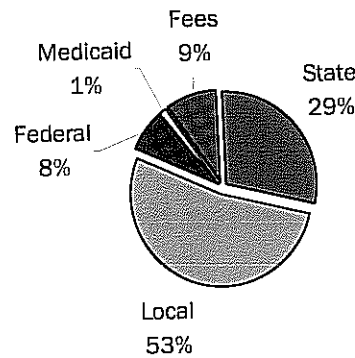
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Annual Report 2007

Design/Editor: April Swartout

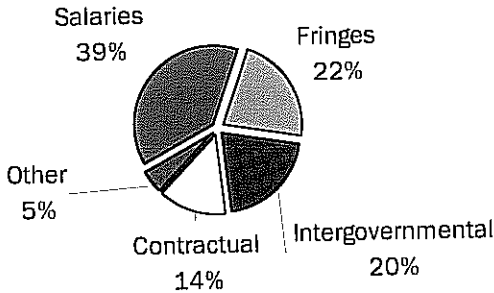
Air Quality Program - Breast & Cervical Cancer Control Program (BCCCP) - Childhood Lead Poisoning Prevention Program - Children's Special Health Care Services (CSHCS) - Communicable Disease/Tuberculosis Control - Daycare Centers & Foster Homes Inspections - Epidemiology - Family Planning - Food Service Sanitation - Friendly Access Project - Genesee County Healthy Start Initiative - General Complaints (Nuisances, Rats, & Unsanitary Conditions) - Health Care Outreach & Enrollment - Hearing & Vision Screening - HIV/AIDS Prevention and Treatment - HIV Counseling/Testing - HUD Grant Lead Abatement Program - Immunizations - Infant Mortality Review - Laboratory - Michigan Care Improvement Registry (MCIR) - On-Site Sewage Disposal Monitoring - Programs to Reduce Infant Deaths Effectively (PRIDE) - Racial and Ethnic Approaches to Community Health (REACH) - Recreation Sanitation - Residential and Type III Water Well Inspections - School Health Services - Sexually Transmitted Disease Program - Waste Management Evaluations - Substance Abuse Prevention and Treatment - Tobacco Reduction/Enforcement - Water Supply (Public Wells and Surface Water) Monitoring - Women, Infants and Children (WIC) Program

2007 Budget



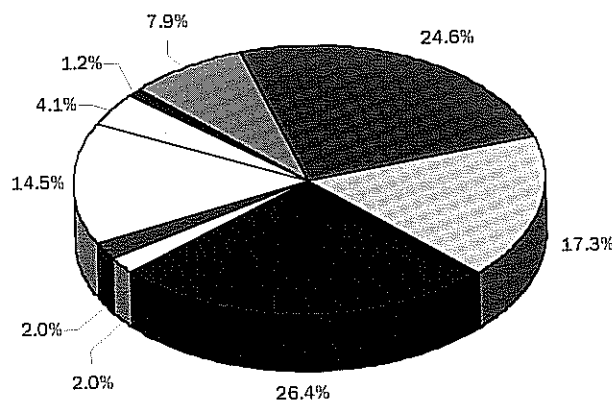
	Revenue
State	\$ 5,992,084
Local	10,895,082
Federal	1,598,268
Medicaid	309,030
Fees	<u>1,957,654</u>
Total	\$20,752,118

Expenses



Salaries	\$ 8,130,484
Fringes	4,522,784
Intergovernmental	4,154,195
Contractual	2,838,047
Other	<u>1,106,607</u>
Total	\$20,752,118

Expenses by Function



- Central Support Services
- Bioterrorism
- Intergovernmental
- Management Information Services
- Laboratory
- Medical Examiner
- Community Health Division
- Environmental Health Division
- Personal Health Division

Assessing the Public's Health in Genesee County

The public's health is measured by more than the absence or presence of disease. The following indicators¹ enrich our understanding of trends in "health" in Genesee County.

	1999	2000	2001	2002	2003	2004	2005	2006
Children								
Infant mortality (over-all rate) ²	12.4	12.3	9.3	13.1	11.3	12.4	8.9	10.0
Child abuse (# of referrals investigated) ³	7277	5686	5443	5095	5085	5741	5098	5829
Child poverty ⁴ (% of children under age 18)	*	22.7	*	26.6	*	*	*	*
Health insurance coverage ⁵ (% of households with uninsured children, age 0-17 years)	*	*	*	*	6.2%	*	5.6%	*
Youth								
Suicide (# under age 25) ⁶	7	4	6	6	4	7	8	4
High school dropout rate ⁷	3.89	3.99	3.44	3.25	3.66	2.64	3.87	*
Substance abuse (treatment admissions) ⁸	542	209	167	535	227	311	297	271
Teenage births ⁹	61.5	56.3	51.9	48.8	46.4	47.6	44.0	47.8
Adults								
Unemployment rate ¹⁰	5.0	4.5	6.0	7.4	8.3	8.2	7.7	8.2
Average weekly wages ¹¹	\$687	\$672	\$674	\$688	\$693	\$724	\$725	\$757
Health insurance coverage ¹²	*	88%	*	*	87%	*	95%	*
Smoking, aged 18+ ¹³	*	*	*	*	26.8%	*	25.2%	*
Older Adults								
Poverty, aged 65+ ¹⁴	*	3.8%	*	*	*	*	*	*
All Ages								
Homicide rate ¹⁵	11.7	10.4	9.8	9.0	7.4	11.3	12.3	15.8
Alcohol-related highway deaths ¹⁶	27	34	20	20	26	18	23	27
Affordable housing (average rent) ¹⁷	\$521	\$534	\$547	\$568	\$584	\$607	\$612	\$659
Food stamp cases ¹⁸	16,465	17,017	20,000	22,006	24,636	28,064	31,695	34,497
Asthma (# of hospital discharges) ¹⁹	793	770	778	700	757	770	772	772

Footnotes/Sources: * = Data not available. ¹Adapted from the Fordham Institute for Innovation in Social Policy's Annual Index of Social Health. ²Number of infant deaths per 1,000 live births, Genesee County Health Department (GCHD) & Michigan Department of Community Health (MDCH). ³Michigan Department of Human Services. ⁴U.S. Census Bureau, Census 2000 Supplementary Survey. ⁵Prevention Research Center of Michigan. ⁶Number of suicide deaths, MDCH. ⁷Genesee Intermediate School District. ⁸Number of treatment admissions under age 18, Genesee County Community Mental Health (reporting methodology changed after 1999). ⁹Live birth rates by age of mother 15-19, MDCH. ¹⁰Michigan Department of Labor and Economic Growth (MDLEG). ¹¹3rd quarter average weekly wages for all industry divisions, MDLEG. ¹²Estimated percentage of population with private or public medical insurance, Greater Flint Health Coalition; 2003/2005 Data - Adults 18 and over, Prevention Research Center of Michigan. ¹³Prevention Research Center of Michigan. ¹⁴U.S. Census Bureau, Census 2000 Supplementary Survey. ¹⁵Age-adjusted rate (U.S. 2000 standard) of homicide deaths per 100,000 population, MDCH. ¹⁶Michigan Office of Highway Safety Planning. ¹⁷Fair market rent for all 2-bedroom living units, HUD. ¹⁸Average number of household food stamp cases, Michigan Department of Human Services. ¹⁹MDCH.

Working with the Community

Genesee County Board of Commissioners

Woodrow Stanley, Chairperson
Ted Henry, Vice-Chairperson
Archie Bailey
Rose Bogardus
Jamie Curtis
Miles Gadola
Patricia Lockwood
John Northrup
Raynetta P. Speed

Genesee County Board of Health

Woodrow Stanley, Chairperson
Michael Boucree, MD, Vice-Chairperson
Jamie Curtis
Kay Doerr
John Northrup

Genesee County Health Department Administrative Team

Robert M. Pestronk, MPH, Health Officer
Gary K. Johnson, MD, MPH, Medical Director
Mark Valacak, MPH, Director
Community Health Division
Jim Helmstetter, MPA, RS, Director
Environmental Health Division
John McKellar, MPA, Director
Personal Health Division
Frank Ricica, MPA, Director
Public Health Information Systems
Ward Lindsay, RS, MA, Supervisor
Development, Planning, and Grants
Carolyn Ratza, BBA, Supervisor
Accounting

To the Citizens of Genesee County:

We are pleased to offer you the Genesee County Health Department's Annual Report for 2007. These pages contain an overview of the health status of Genesee County residents. They provide a summary of our budget and they represent a final summary report on our 2003-2007 strategic plan goals, which you helped us set. Also highlighted are notable steps we have taken to protect and promote the public's health in 2007.

During the past five years we have worked diligently to improve the health of Genesee County residents, with particular attention to infant death, chronic disease, and communicable disease. During this time, we have been successful in measurable ways, including, among other things, reducing Genesee County's infant mortality rate and improving residents' ability to access health care through the Genesee Health Plan. Our chronic disease mortality rates have improved as well. In other areas we have seen no change or experienced setbacks. These setbacks, along with our successes, inform our new strategic plan and provide us with useful experience.

In partnership with others, your Health Department has developed a new set of priorities and strategies for fiscal years 2008-2012. We will work with others to improve the health of Genesee County by identifying and preventing the spread of disease, promoting innovative solutions to community health problems, and preparing to respond to public health emergencies. Your comments and ideas about how we can best do this are welcome. A copy of our new strategic plan may be accessed on our website, www.gchd.us. Let us know what we do well, where we can improve, and in what ways you would like to join us as together we work to protect and promote the public's health and quality of life in Genesee County.

Wishing you "Better Life Through Better Health",

Robert M. Pestronk, Health Officer
Woodrow Stanley, Chairperson, Board of Commissioners and
Chairperson, Board of Health

Floyd J. McCree Courts and Human Services Center

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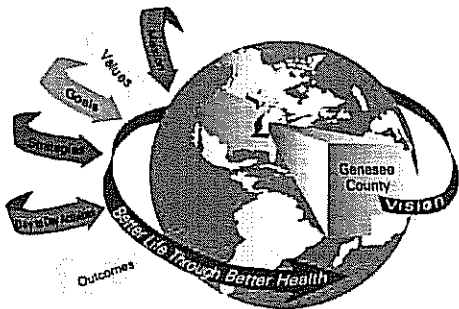
Burton Branch

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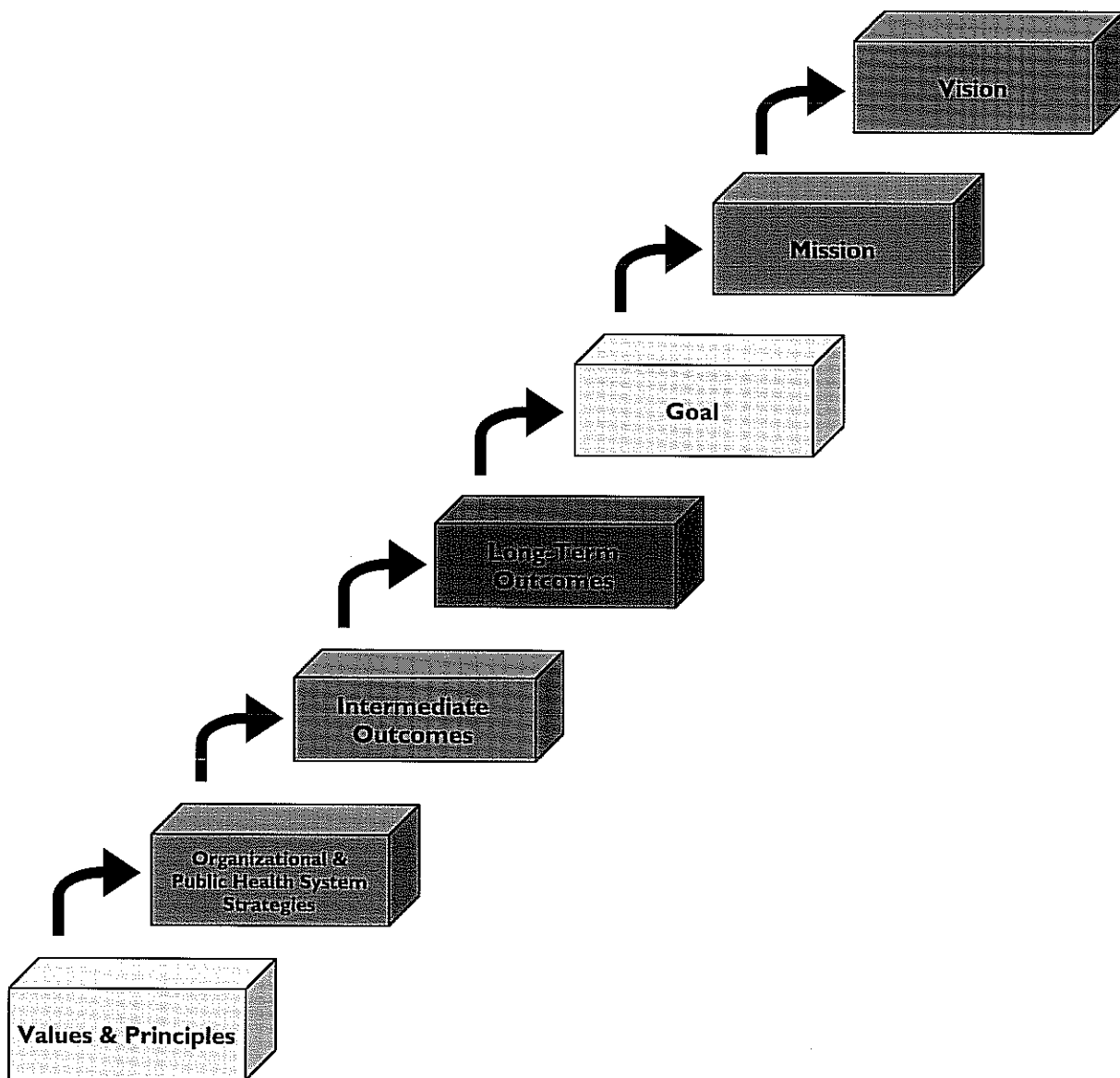
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Steps to a Healthier Genesee County

Genesee County Health Department 2008-2012 Strategic Plan Executive Summary



Genesee County Health Department

630 S. Saginaw St. ♦ Flint, Michigan 48502 ♦ (810) 257-3612 ♦ <http://www.gchd.us>

Robert M. Pestronk, MPH, Health Officer

Gary K. Johnson, MD, MPH, Medical Director

Steps to a Healthier Genesee County

Genesee County Health Department 2008-2012 Strategic Plan

Our Vision

Better Life Through Better Health

Our Mission

To improve the quality of life in Genesee County by preventing disease, promoting health, and protecting the public from environmental hazards to health.

Goal

To improve the health status of Genesee County residents, with particular attention to eliminating racial, social, and economic inequities and using prevention and intervention strategies that target underlying causes.

Values & Principles

◆ Responsibility ◆ Excellence ◆ Goodwill ◆ Effectiveness ◆ Collaboration ◆ Positive Attitude ◆ Social Justice

Long-Term Outcomes

- ◆ Prevent Chronic Disease
- ◆ Prevent Infant Deaths
- ◆ Prevent Communicable Disease, especially Sexually Transmitted Disease

Intermediate Outcomes

- ◆ Improve Surveillance
- ◆ Reduce Obesity
- ◆ Improve Diet
- ◆ Increase Active Lifestyles
- ◆ Decrease Risky Sexual Behavior
- ◆ Reduce Risky Substance Use
- ◆ Increase Immunization Rates
- ◆ Increase Use of Preventive Health Care
- ◆ Improve Birth Outcomes
- ◆ Reduce Exposure to Environmental Health Hazards
- ◆ Improve Social Determinants of Health

Organizational Strategies

- 1) Foster a Learning Organization
- 2) Evaluate Programs
- 3) Implement Evidence-Based Practices
- 4) Improve Quality Continuously
- 5) Enhance Communication
- 6) Partner with Community Residents
- 7) Convene Public Health System Agencies
- 8) Coordinate Across Disciplines
- 9) Work for Health Equity
- 10) Secure Adequate Resources

Public Health System Strategies

- 1) Create Environments for Healthy Living
- 2) Adopt and Assure Compliance with Public Health Regulations
- 3) Assure Essential Public Health Services
- 4) Assure Access to Comprehensive Health Care for All
- 5) Enhance Public Health Emergency Prevention and Response
- 6) Reduce Accumulation of Negative Social Conditions that Harm Population Health

Intermediate Outcomes: Community Indicators

Note: These indicators are not meant to be a comprehensive list of all possible indicators available for an outcome. Indicators were chosen based on current availability of data. Indicators may be added or deleted over time.

	Baseline Genesee County	State of Michigan	Healthy People 2010 Goal
Improve Surveillance			
• Increase the average reporting rate for all Genesee County schools and licensed childcare facilities required to report absence and communicable disease data	43.5% ¹	N/A	N/A
• Improve the geographic distribution of sentinel influenza sites to at least 1 per quadrant	3.0.0.1 ²	N/A	N/A
• Achieve regular conduct of the <i>Speak to Your Health!</i> Community Survey to monitor health status and behaviors	√ 2007 ¹	N/A	N/A
Reduce Obesity			
• Decrease the percent of adults that are obese	32.5% ⁴	28.7% ⁵	15%*
• Decrease the percent of adults that are overweight	35.4% ⁶	36.1% ⁷	N/A
Improve Diet			
• Increase percent of adults that consume at least 5 fruits and vegetables daily	24.6% ⁸	22.8% ⁹	N/A
• Increase the number of area restaurants who receive the "Healthy Lifestyle Award"	6 ¹⁰	N/A	N/A
Increase Active Lifestyles			
• Increase the percent of adults that engage in moderate physical activity for at least 30 minutes on 5 or more days per week	43% ¹¹	37.5% ¹²	50%*
Decrease Risky Sexual Behavior			
• Increase the percent of adults who always use a condom when having sex with a new partner	49.3% ¹³	N/A	N/A
• Increase the percent of adults who have had an HIV test in the past year	21.2% ¹⁴	N/A	N/A
• Increase the percent of adults who have had a STD test in the past year	10.1% ¹⁵	N/A	N/A
Reduce Risky Substance Use			
• Decrease the percent of adults that are current smokers	25.6% ¹⁶	22.1% ¹⁷	12%
• Decrease the percent of adults that are heavy drinkers	7% ¹⁸	4.9% ¹⁹	N/A
• Decrease the percent of adults that have engaged in at least one episode of binge drinking in the past month	33.6% ²⁰	N/A	13.4%
Increase Immunization Rates			
• Increase the percent of children aged 19-35 months who are appropriately immunized	73% ²¹	69% ²²	80%*
• Increase the Genesee County school immunization compliance rate	98% ²³	97.8% ²⁴	N/A
• Increase the Genesee County daycare immunization compliance rate	98% ²⁵	96% ²⁶	N/A
Increase Use of Preventive Health Care			
• Increase the percent of women 40 years and older that have had a mammogram in the past year	48% ²⁷	64.3% ²⁸	N/A
• Increase the percent of adults 50 years and older that have ever had a colorectal cancer screening (sigmoidoscopy/colonoscopy)	70% ²⁹	66.3% ³⁰	N/A
• Increase the percent of women 18 years and older that have had a Pap Smear Test in the past three years	85% ³¹	82.6% ³²	90%*
• Increase the percent of children under age 6 years living in a state-designated Target Community that had a blood lead test in the past year	26.5% ³³	34.9% ³⁴	N/A
• Increase the percent of pregnant women that enter prenatal care in the first trimester	84.5% ³⁵	83.3% ³⁶	90%
• Increase the percent of adults (18-64 years) that have any kind of health care coverage	94% ³⁷	85.4% ³⁸	100%
• Increase the percent of adults that had a routine medical check-up in the past year	73.7% ³⁹	68.7% ⁴⁰	N/A
Improve Birth Outcomes			
• Decrease the percent of premature births (born before 37 weeks gestation)	9.0% ⁴¹	9.6% ⁴²	7.6%
• Decrease the percent of babies born at a low birthweight (less than 2500 grams)	10.3% ⁴³	8.4% ⁴⁴	5%
Reduce Exposure to Environmental Health Hazards			
• Decrease hospitalization rate with a principal diagnosis of asthma for children 5 years or younger (per 10,000 population)	51.5 ⁴⁵	50.4 ⁴⁶	25.0
• Increase the percent of Genesee County public school districts that have a 24/7 Tobacco Free School Policy	80% ⁴⁷	N/A	N/A
• Decrease the number of violations of environmental health regulations, which indicate non-compliance: food service safety	2,702 ⁴⁸	N/A	N/A
Improve Social Determinants of Health			
• Increase access to transportation (decrease percent of occupied housing units that have no vehicles available)	7.8% ⁴⁹	7.7% ⁵⁰	N/A
• Increase the availability of affordable housing (decrease percent of renter-occupied units where gross rent is 30% or more of household income)	38.5% ⁵¹	35.2% ⁵²	N/A
• Increase civic participation (percent of registered voters who voted in last general election)	48.8% ⁵³	53.6% ⁵⁴	N/A
• Increase community participation in neighborhood improvement activities	57% ⁵⁵	N/A	N/A
• Decrease the unemployment rate	8.2% ⁵⁶	6.9% ⁵⁷	N/A
• Decrease the high school dropout rate	4.0% ⁵⁸	3.3% ⁵⁹	N/A
• Decrease the percent of households living in poverty	12.2% ⁶⁰	10.1% ⁶¹	N/A

Adults=18 years and older unless otherwise noted. N/A indicates that comparable item is not available or applicable. *Note that Genesee County and State of Michigan rates are not directly comparable to the Healthy People 2010 goals due to different data collection and/or analysis methods. Please see back cover for source and year of data.

Our Strategies: The tools we will use to get us where we want to go

8

Prevent Communicable Disease, especially Sexually Transmitted Disease

Decrease the incidence (new cases) of (per 100,000 population):

	Overall		African American		White		Healthy People 2010 Goal
	Genesee County	Michigan	Genesee County	Michigan	Genesee County	Michigan	
	2006	2006	2006	2006	2006	2006	
Gonorrhea	401.9	168.7	718.1	472	53.9	22.5	19
Chlamydia	726.8	387.8	1053.5	768.8	132.8	99.7	N/A
Tuberculosis	4*	2.2	1*	5.9	2*	0.7	1.0
Vaccine-Preventable Disease (non-Varicella)	1.8	7.5	0	4.1	1.5	6.0	N/A
Varicella** (Chickenpox)	51.1	52.7	N/A	N/A	N/A	N/A	N/A
Foodborne-Related Infections	20.2	31.3	11.3	15.8	10.7	23.6	N/A
Decrease the prevalence of (per 100,000 population):							
HIV/AIDS	101.1	130.5	242	521.3	63.0	59.9	N/A

*Number of cases is too low to calculate a reliable rate. Number of cases presented. **Race/ethnicity reporting on cases of Varicella is poorly recorded making breakdowns of rates by race/ethnicity less reliable. Note: Studies have shown that surveillance data tend to overrepresent STDs in racial and ethnic groups that are more likely to receive STD services from public-sector STD clinics where timely and complete illness reporting is generally the rule. Source: Genesee County Health Department and Michigan Department of Community Health

5

Long-Term Outcomes

Prevent Chronic Disease

Decrease mortality rates (per 100,000 population) for:

	Overall		African American		White		Healthy People 2010 Goal
	Genesee County	Michigan	Genesee County	Michigan	Genesee County	Michigan	
	2006	2006	2006	2006	2006	2006	
Heart Disease	243.3	226.7	304	320	231.5	214.4	162
Cancer	212.8	190.8	236	237.6	207.4	184.7	158.6
Stroke	62.7	44.7	91.7	59	57.3	42.6	50
Diabetes	37.6	26.7	53.5	40.8	33.9	24.6	46
Decrease prevalence of (percent of population):							
Childhood Lead Poisoning	0.8%	1.6%	N/A	N/A	N/A	N/A	0%

Source: Genesee County Health Department and Michigan Department of Community Health

Prevent Infant Deaths

Decrease:

	Overall		African American		White		Healthy People 2010 Goal
	Genesee County	Michigan	Genesee County	Michigan	Genesee County	Michigan	
	2006	2006	2006	2006	2006	2006	
Infant mortality rate (per 1,000 live births)	10	7.4	17.6	14.8	6.9	5.4	4.5
Total number of infant deaths	61	940	29	339	30	534	N/A
Number of sudden, unexpected infant deaths	7	128	4	50	3	68	N/A

Source: Genesee County Health Department and Michigan Department of Community Health

Organizational Strategies	Progress Indicators
Organizational Strategy #1: Foster a Learning Organization OS 1.1: Implement strategies and processes that drive an organizational culture that values and supports opportunities for continuous learning	Improve performance on Dimensions of a Learning Organization Questionnaire (DLOQ)
Organizational Strategy #2: Evaluate Programs OS 2.1: Conduct regular evaluations of all programs and services for effectiveness and quality implementation	Increase in the percent of programs/services evaluated regularly
Organizational Strategy #3: Implement Evidence-Based Practices OS 3.1: Assure public health practice that is evidence-based	<ul style="list-style-type: none"> Increase in number of programs/services that have been reviewed for use of evidence-based practices Increase in number of programs/services whose activities are explicitly evidence-based
Organizational Strategy #4: Improve Quality Continuously OS 4.1: Institute continuous quality improvement processes for all programs and services	Increase in the percent of programs/services: <ul style="list-style-type: none"> with performance measurements that are collected regularly that use the information to make improvements
Organizational Strategy #5: Enhance Communication OS 5.1: Improve two-way internal communication OS 5.2: Advance two-way external communication OS 5.3: Use new technologies to communicate internally and externally	Improved ratings of internal and external communication through: <ul style="list-style-type: none"> Staff opinion surveys Community surveys Increase in the number of: <ul style="list-style-type: none"> New technologies used Old technologies improved
Organizational Strategy #6: Partner with Community Residents OS 6.1: Partner with community members to identify priorities, plan activities to address them, and implement and evaluate such activities	Increase in the number of projects that involve direct work with Genesee County residents
Organizational Strategy #7: Convene Public Health System Agencies OS 7.1: Initiate collaborative work with public health system agencies OS 7.2: Lead collaborative work with public health system agencies OS 7.3: Participate in collaborative work with public health system agencies	Increase in the number of: <ul style="list-style-type: none"> Collaborative projects initiated by GCHD Collaborative projects led by GCHD Collaborative projects GCHD participates in
Organizational Strategy #8: Coordinate Across Disciplines OS 8.1: Collaborate and coordinate across organizational divisions and disciplines to achieve goals	Increase in the number of: <ul style="list-style-type: none"> Cross-divisional projects and activities Logic models that cross divisions and disciplines Interdisciplinary communication channels established
Organizational Strategy #9: Work for Health Equity OS 9.1: Transform public health practice towards a social justice orientation; one that changes how we do our work, the values that are behind our decision-making, and with whom we work	Improve performance on the dimensions measured in the Tool for Assessing/Describing the Social Justice Orientation of a Local Health Department
Organizational Strategy #10: Secure Adequate Resources OS 10.1: Assure stable funding OS 10.2: Ensure adequate funding that can be used to address community priorities OS 10.3: Hire and retain competent staff	Increase in the percent of GCHD funding: <ul style="list-style-type: none"> From grants and awards That is non-categorical

Public Health System Strategies

PHS Strategy #1: Create Environments for Healthy Living

PHS 1.1: Facilitate effective land use policies and activities that promote active living

PHS 1.2: Ensure that land use planning and revitalization efforts do not create toxic environments or unhealthy places

PHS 1.3: Collaborate with local public health system (LPHS) partners to reduce exposure to environmental health hazards

PHS 1.4: Work with LPHS partners to stop global warming through the promotion and adoption of green practices

Progress Indicators: To be determined with public health system partners

PHS Strategy #2: Adopt and Assure Compliance with Public Health Regulations

PHS 2.1: Develop and enact new public health regulations to address priority public health problems

PHS 2.2: Assure compliance with public health regulations through regular technical assistance, inspections, and enforcement activities

Progress Indicators: To be determined with public health system partners

PHS Strategy #3: Assure Essential Public Health Services

PHS 3.1: Collaborate with members of the local public health system (LPHS) to improve performance of the 10 Essential Public Health Services

10 Essential Public Health Services

Essential Service #1: Monitor health status to identify community health problems ♦ Essential Service #2: Diagnose and investigate health problems and health hazards in the community ♦ Essential Service #3: Inform, educate, and empower people about health issues ♦ Essential Service #4: Mobilize community partnerships and action to identify and solve health problems ♦ Essential Service #5: Develop policies and plans that support individual and community health efforts ♦ Essential Service #6: Enforce laws and regulations that protect health and ensure safety ♦ Essential Service #7: Link people to needed personal health services and assure the provision of health care when otherwise unavailable ♦ Essential Service #8: Assure competent public and personal health care workforce ♦ Essential Service #9: Evaluate the effectiveness, accessibility, and quality of personal and population-based health services ♦ Essential Service #10: Research for new insights and innovative solutions to health problems

PHS 3.2: Assure LPHS agencies achieve accreditation in their respective disciplines

Progress Indicators: To be determined with public health system partners

10

**Our Outcomes:
What we are trying to achieve**

Vision

Better Life Through Better Health

Mission

To improve the quality of life in Genesee County by preventing disease, promoting health, and protecting the public from environmental hazards to health.

Goal

To improve the health status of Genesee County residents, with particular attention to eliminating racial, social, and economic inequities and using prevention and intervention strategies that target underlying causes.

Values & Principles

Responsibility: To the public we serve; to the government of which we are a part; and to our staff, who carry out the mission with which we are charged.

Excellence: In all areas of work and among those we encounter and serve.

Goodwill: In our treatment of the public and each other, with dignity, cultural competency, equality, and confidentiality.

Effectiveness: Through services that are convenient, customer-oriented, quality-focused, and evidence-based, and that result in measurable improvements in the community's health.

Collaboration: In work with community members, agency partners, and each other to build trust, ensure our work is respectful and equitable, and to develop solutions that draw upon the unique strengths of each and build our collective strength.

Positive Attitude: In approach to and expectations for our work, colleagues and community.

Social Justice: By recognizing local inequities in health status and working with others to change the social, economic, political, and environmental conditions that are among the root causes of these inequities.

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PHS Strategy #4: Assure Access to Comprehensive Health Care for All

PHS 4.1: Improve health care quality

PHS 4.2: Increase health care coverage availability

PHS 4.3: Reduce cost as a barrier to health care, regardless of health care coverage status

PHS 4.4: Increase ability for people to choose their own health care providers

PHS 4.5: Improve availability of health care services

PHS 4.6: Increase access to dental health care services

PHS 4.7: Increase access to mental health care services

PHS 4.8: Decrease unnecessary emergency department visits

PHS 4.9: Decrease transportation as a barrier to health care access

Progress Indicators: To be determined with public health system partners

PHS Strategy #5: Enhance Public Health Emergency Prevention and Response

PHS 5.1: Improve current activities that prevent public health emergencies

PHS 5.2: Institute effective public health emergency prevention and mitigation measures

PHS 5.3: Enhance surveillance efforts

PHS 5.4: Build capacity to identify public health emergencies quickly

PHS 5.5: Improve coordination of public health system partners in public health emergency response

PHS 5.6: Establish plans to respond appropriately to public health emergencies

PHS 5.7: Train responders for public health emergency response

Progress Indicators: To be determined with public health system partners

PHS Strategy #6: Reduce Accumulation of Negative Social Conditions that Harm Population Health

PHS 6.1: Assure stable job opportunities

PHS 6.2: Increase availability of affordable, safe housing

PHS 6.3: Assure equitable access to transportation

PHS 6.4: Reduce poverty and low wages

PHS 6.5: Facilitate economic development that benefits all segments of the community equitably

PHS 6.6: Reduce intolerance of people or groups based on race, gender, class, sexual orientation, religion, ethnicity, and more

Progress Indicators: To be determined with public health system partners



Genesee County Health Department

Robert M. Pestronk, M.P.H., Health Officer
Gary K. Johnson, M.D., Medical Director

October, 2008

<http://www.gchd.us>

Floyd J. McCree Courts &
Human Services Building
630 S. Saginaw Street
Flint, Michigan 48502-1540
Phone 810-257-3612
Fax 810-257-3147

Community Health
Phone 810-257-3612
Fax 810-257-3147

Environmental Health
Phone 810-257-3603
Fax 810-257-3125

Personal Health
Phone 810-257-3132
Fax 810-237-6162

Burton Branch
G-3373 S. Saginaw St.
Burton, Michigan 48529
Phone 810-742-2255
Fax 810-742-2561

McCree North Health Center
115 E. Pierson Rd.
Flint, Michigan 48505
Phone 810-600-2400
Fax 810-785-9675

City Manager Paul Bueche
City of Swartz Creek
8083 Civic Dr.
Swartz Creek, MI 48473

To Whom It May Concern:

The Genesee County Health Department is asking for your assistance in the proper abandonment of unused wells. Our request is for your department to notify the Genesee County Health Department whenever a **demolition permit** is issued or a **new connection** to the **municipal water line** occurs. With your cooperation Genesee County can dramatically increase the protection of one of our most precious and limited natural resources, ground water.

No one knows exactly how many unplugged abandoned wells exist in Michigan. The National Ground Water Association reports that Michigan leads the nation in the number of new wells drilled annually. It is likely that Michigan has more improperly abandoned wells than any other state.

Estimates conducted by other states have shown from one to four abandoned wells exist for every five wells in service. Another projection is that one abandoned well exist for each generation a home site has been occupied. The highest concentration of abandoned wells is expected to be in urban and suburban settings where municipal water has been extended into areas that were once served by onsite wells.

Well owners traditionally do not wish to spend money to properly plug a well, nor do they recognize the potential threat to their new water well nor the threat to Michigan's aquifer system. Once the wells are abandoned their locations can be easily forgotten. Vegetation grows around the well casing obscuring their location. Buried wells are not visible at all. When property with an abandoned well is sold, existence of the well is often unknown to the new landowner. There have been many reports to state and county agencies of well casings being bulldozed during demolition or paved-over during road building projects. This is why there is a need for our agencies to work together to assure protection of our water supply.

So, we are asking each of you to please notify the Genesee County Health Department at (810) 257-3603, (810) 257-3125 (fax), or gwood@gchd.us upon issuing a demolition permit or connection of a property to the municipal water line. Your assistance in this matter is greatly appreciated.

Sincerely,

Gene Wood

Gene Wood, R.S.
Environmental Health Supervisor

Enc

R: EH/Water/Private/abandonedwellLetter.doc

What Is an Abandoned Well?

An abandoned well is a well that is no longer in use or that is in such disrepair that groundwater can no longer be obtained from it. Wells that are contaminated and pose a health risk also meet Michigan's legal definition of an abandoned well.

No one knows exactly how many abandoned wells there are in Michigan, but experts estimate that there may be more than one million. Each year, many wells are abandoned when they are replaced with new wells or when homes are connected to community water systems. An abandoned well that is not plugged, or that is plugged improperly, is a hazard to the health and safety of the people living around it.

What Problem Do Abandoned Wells Present?

- They are a public safety hazard. People (especially children) and small animals may be injured or killed by falling into wells that are left open.
- They are a health hazard because they serve as potential routes for groundwater contamination. Many of these wells are poorly constructed or badly deteriorated, and can allow runoff water (carrying bacteria, sediment, fertilizer, pesticides and other chemicals) to flow directly down into groundwater. This bypasses the natural filtering and degradation processes that can take place as these materials move through the soil.
- They may allow contaminated or poor quality water to move between aquifers. An abandoned well that connects two water-bearing geologic formations (aquifers) of different quality may allow lower-quality water to migrate into and degrade a higher-quality aquifer.
- They may lead to unnecessary waste of water (if the abandoned well is an artesian or flowing well).

Why Must Abandoned Wells Be Plugged?

Merely capping an abandoned well is not enough to prevent it from becoming a problem. In order to protect the health and safety of the people living near them, these wells must be properly plugged (or sealed) soon after abandonment.

You should realize that you are required by state law to have your unused well(s) properly plugged. Protecting the quality of our ground water by having your old well(s) properly plugged is a wise investment!

You should also be aware that you may be held potentially liable under laws guiding Michigan's cleanup program (Part 201, PA 451 of 1994) if groundwater contamination is shown to have been caused by your abandoned well.

What Types of Wells Are We Talking About?

There are three types of water wells used in Michigan, and the recommended plugging procedures differ for each type of well. Thus it is important for you to know the type of abandoned well you have prior to plugging. The three types of wells are:

- 1) Driven Wells—consist of a pointed well screen attached to a 1 1/4 or 2 inch steel pipe driven into the ground, generally to a depth of 30 feet or less.
- 2) Dug wells—large diameter wells (12 inches or greater) usually excavated into shallow aquifers, with the well bore supported by stone, brick, concrete, tile or other curbing material.
- 3) Drilled wells—are generally deeper than 30 feet, cased with 2 to 6 inch steel pipe or 5-inch plastic pipe. When plugging a drilled well, it is important to know whether it is a rock well or a sand/gravel (screened) well.

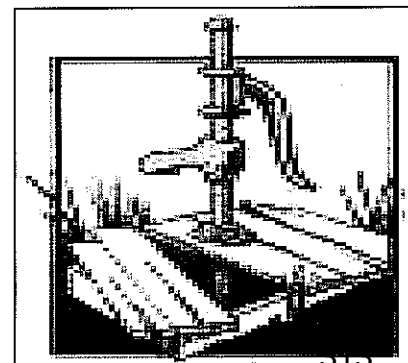
Procedures Common to the Plugging of All Wells in Michigan.

Though the particular method to be used for plugging a well depends upon the type of well and the existing geological conditions, several steps are common to the plugging of all abandoned wells:

- 1) All pumping equipment and pipes will be removed.
- 2) Well will be measured to determine the volume of plugging material needed.
- 4) Well will be plugged using Michigan Department of Environmental Quality plugging procedures.
- 4) Area of well will be returned to its original condition.
- 5) An abandoned well plugging record will be filed with Genesee County and the State of Michigan.

How much will Plugging My Abandoned Well Cost?

Costs vary depending on the well depth, casing diameter and the amount of plugging material used. A shallow driven well may be plugged for as little as \$50. The average cost for plugging a well in Michigan is approximately \$400. Since an unplugged abandoned well can contaminate your water supply as well as your neighbors' well, a nearby municipal water supply, or the State's Aquifer systems, all wells must be properly abandoned.



What is the procedure for locating an Abandoned Well on My Property?

A simple look around may identify an abandoned well. The most obvious evidence of an abandoned well is a pipe sticking out of the ground. Typically, a well casing will be a metal pipe that is 1 1/4 to 6 inches in diameter. A small concrete slab or a manhole cover may be the sign of a pit where an abandoned well is located. A ring of rocks, bricks, or concrete 12 to 36 inches or more in diameter may be a sign of a dug well. Windmills are often located over abandoned wells; an old shed may be an old well house. Also, a broken or inoperative hand pump may be connected to a well that should be plugged.

Some abandoned wells may be more difficult to identify. Many are hidden among weeds or patches of brush. A depression in the ground may occur where an old well was buried. A wet area may indicate that a flowing well was never properly plugged.

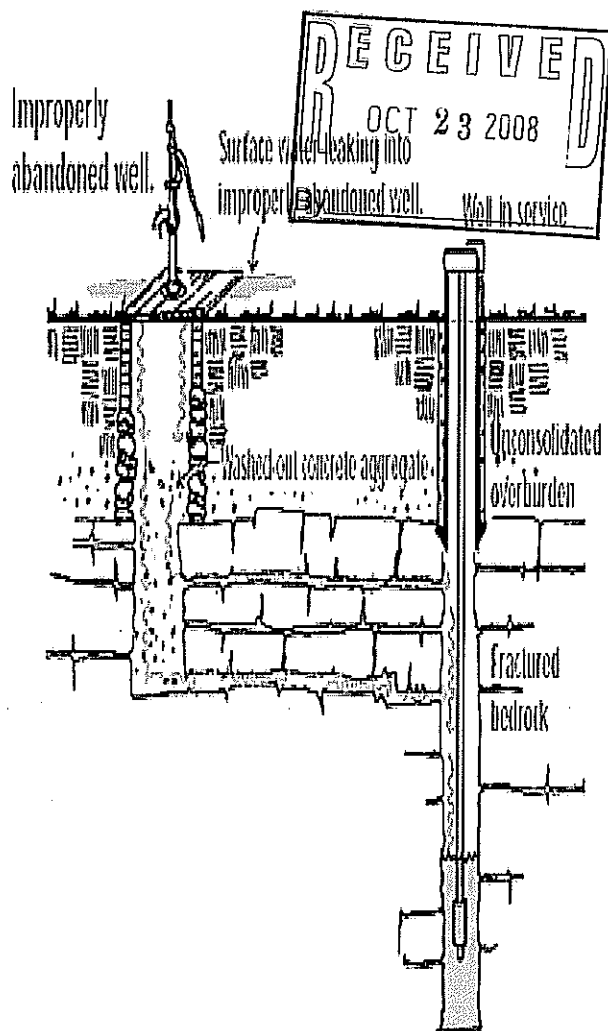
If you know or suspect you have an abandoned well please contact Genesee County Health Department at (810) 257-3603.

To help you determine if you have an abandoned well on your property, you may wish to consult:

- Former property owners or neighbors who may remember where a well was located;
- Old photographs, which may show windmills, sheds, houses, or other locations where old wells might be found;
- Well drillers, who may remember (or have records) where they drilled a well that is no longer being used.
- Fire insurance plan drawings, which may contain information about old wells;
- Your local health department or public water utility may have records of wells located in your area or other information associated with your well water system.

Who can I contact for Additional Information on Abandoned Well Management Programs?

- The Genesee County Health Department, Environmental Health Division at 810-257-3603.
- The Michigan Department of Environmental Quality, Abandoned Well Management Program at (517) 335-9322.



WELL ABANDONMENT MANAGEMENT PROGRAM

In
Genesee County

(810) 257-3603

IN COOPERATION
With The

DEQ
Department of
Environmental Quality
State of Michigan
(517) 335-9322

