

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday November 9, 2009, 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 26, 2009 MOTION Pg. 7,12-41
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 7
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 7,2-6
 - 6B. Monthly Police Report Pg. 42-52
 - 6C. Monthly DPW Report Pg. 53-59
 - 6D. Monthly Check Register Pg. 60-68
 - 6E. 2008-2009 FY Audit (Agenda Item) CD.
 - 6F. DDA Budget, Packet, Façade Application (Agenda Item) Pg. 69-79
 - 6G. 2009 Master Plan Draft (Agenda Item) CD.
 - 6H. Street Usage Application, Fire Dept Parade (Agenda Item) Pg. 80-84
 - 6I. CDBG Application, Public Hearing Notice (Agenda Item) Pg. 85-87
 - 6J. Press Release Pg. 88-89
 - 6K. Genesys Notice Pg. 90
 - 6L. Legislative Updates Pg. 91-99
 - 6M. Governors' Report, Local Government Fiscal Stability CD.
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. 2008-2009 Audit Presentation, Accept RESO. Pg. 8, CD
 - 8B. DDA Budget Amendment, Façade Program Grant RESO. Pg. 8,69-79
 - 8C. Approve Circulation Draft, 2009 Master Plan RESO. Pg. 10, CD
 - 8D. Street Usage Permit, Fire Department Christmas Parade RESO. Pg. 10,80-84
 - 8E. Set Public Hearing, CDBG Allocation RESO. Pg. 10,85-87
9. **MEETING OPENED TO THE PUBLIC:**
 - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBER'S:**
11. **ADJOURNMENT:**

(Documents On CD & City Web-FTP Site, Not Printed: 2008-2009 FY Audit Report, 2008-2009 FY Audit Report To Council, Draft Master Plan, Governors' Report On Local Services)

City of Swartz Creek
CITY MANAGER'S REPORT
Regular Council Meeting of Monday November 9, 2009 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 6-November-2009

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **2009-2010 FISCAL BUDGET** (*Resolution*)

Schedule:

| | |
|------------------------------|--|
| June 22 nd : | Adopt Budget (Draft #1), Truth in Taxation Hearing (<i>If Needed</i>), Set Levy, Set 2009-2010 Meeting Schedule, Year End Fiscal Adjustments |
| June 30 th : | Fiscal Year End |
| July 27 th : | Discussion, Proposed Amended Budget |
| September 14 th : | Approve Amended Budget (Audit Field Work is Underway) |
| November 9 th : | Audit Report |
| November 23 rd : | Review First Quarter Standings |
| Mid-January: | Review Half-Year Standings |

Peggy Jury, principal of Plante – Moran, will be present at tonight's meeting to present the 2008-2009 Audit results. For the most part, we fared "fair". As we painfully know, the General Fund is bleeding, due primarily to reductions in property tax revenue, revenue sharing and loss of interest income. The restructuring of the General Fund, inclusive of layoffs, will slow the regression, but will not fix it. The next problem is with water and sewer. We have absorbed rate increases for some time now. Both funds are showing signs of this and rates are in need of adjustment. The water department is worse for the wear, due to the \$90k overpayment coupled with a drop in usage. As we discussed several meetings ago, we have ramped up our collections as we can no longer afford to bankroll our customers. Bottom line is we need to get our ordinances moving with new rate structures. On the General Fund, we have little control other than to continuing to scale back services. The audit is included as a separate digital file on your CD disk. Our auditor's will bring the typical book version with them at the meeting to follow along with.

✓ **MTT APPEALS, GM BANKRUPTCY** (*Status*)

No change. I have sent a letter of inquiry to GM's Government Affairs Supervisor and as of writing, have received no response. As you recall, in addition to the bankruptcy in U.S. District Court in New York, GM has filed two petitions with the Michigan Tax Tribunal requesting 80% reductions in taxable values, from \$48.11 million to \$9.62 million and \$1.15 million to \$231,000. As of writing, I have been unsuccessful in

arranging a meeting with the GM Tax Staff. GM appeals exposure at 80% shows the loss to both real and personal property in General Fund revenues to be \$209,037. Loss to the Garbage Fund is \$68,970. The maximum exposure on loss General Fund revenues, inclusive of all appeals is \$244,371. Total potential loss to the Garbage Fund is \$80,930.

✓ **FEES, RATES, SERVICE CHARGES** *(Status)*

As you are aware, we have two water rate increases and a sewer rate increase, passed along from the County over the last two years. We have absorbed these increases by scaling back, but cannot continue. We need to go to a ready to serve charge with a commodity purchase charge. Sewer will be charged based on water consumption. As we have discussed at past meetings, we have some models that can be very easily implemented. There is still a couple of loose ends, being irrigation systems and outside isolated faucets, as they pertain to separate meters. We are working to resolve this now. In addition, we are reviewing all other fees and rates, inclusive of our recently adopted trade inspections. I should have a draft water & sewer ordinance and updated fee schedule shortly.

✓ **PERSONNEL POLICIES & PROCEDURES** *(Status)*

Pending.

✓ **DISASTER, EMERGENCY RESPONSE POLICY COMMITTEE** *(Status)*

We should be back before the Council for discussion on this in the near future.

✓ **VETERANS MEMORIAL** *(Status)*

Originally, the Veterans Committee elected to return the memorial back to the City. The problem is they also desired to continue to collect and make decisions on spending funds. To do both would present significant problems. The pivot reason seems to be insurance for the structures within the memorial. Our insurance carrier will insure the fixtures in the park. I'm still checking on liability matters. I should have an agreement within a meeting or two.

✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** *(See Individual Category)*

2010-2013 T.I.P. APPLICATION *(Status)*

Pending.

TRAIL SYSTEM *(Status)*

We have no plans or funding sources for continuation of the trail system at this time.

MORRISH ROAD NORTH CONSTRUCTION PROJECT - MEIJER'S *(Status)*

The County TAC-MPO has transferred the Federal Aid grant (\$368,000) over to 2010. The project is scheduled to be let for bid in January. We are working with the County Road Commission to resolve the disagreements in design. As a method of resolving these differences, we asked Mr. LaMourie to re-evaluate the intersection after taking some new counts. Mr. LaMourie wrote an opinion, followed by several meetings with the Road Commission. We have offered to meet Mr. LaMourie's recommendations for the intersection. In addition, we offered to relocate the Road Commission's drive to Bristol Road when the west side of Morrish develops out (future phase).

MORRISH ROAD SOUTH CONSTRUCTION PROJECT *(Status)*

Completed. The three lane conversion turned out great. I'll keep the Council informed on the final reconciliation of construction engineering fees.

✓ **LOCAL STREET FUND, TRAFFIC IMPROVEMENTS**

☐ **2008 REPAIR ROSTER** *(Status)*

The original plans were to repair a block or two, or preserve a handful of streets from deteriorating to complete re-constructs. Given our fiscal issues, I recommend we go no further until we have an all encompassing plan. The local street monies may have a place in an overall plan.

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

Phase II was approved on October 13th with a \$220,000 cap placed on the work, which included the TV and rehabilitation of Manhole #166-164 Oxford/Oakview, Manhole #172-163 Daval/Helmsley, Manhole #13-17 Greenleaf/Durwood, Manhole # 41-36 Durwood Drive. The total cost for these sections came to about \$240,000. We have gone back to the drawing board to downscale this phase. We should be back at the next meeting for a project scope adjustment to get it back in line with what we have budgeted.

✓ **WWS INTERGOVERNMENTAL JURISDICTION SEWER ORDINANCE** *(Status)*

As indicated above in the financials heading, we need to implement new water and sewer ordinances as soon as possible. The deadlock issue with the County over the handling of I.P.P. is in part, holding this up. I'm going to proceed with drafting just the ordinance for I.P.P., substantially as demanded by the County, minus the inter-governmental agreement. The new I.P.P. section will appoint the County as our enforcement agency for Industrial Pre-Treatment monitoring. What it won't do is make this permanent, as demanded by WWS. If we desire to change anything in the ordinance, we will retain the authority to do so.

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

As you recall, the Sr. Center is asking the City to either pay or waive some or the entire incidental costs of the project. Some or all of these fees and costs have not been calculated into the project. Aside from the construction engineering fees we approved at the last meeting, I do not have a handle on all the incidental costs. Until we know what these are, I recommend we take no action yet. As of date, we have paid \$5,680 to REI for CE on the project and \$980 to our insurance carrier for a builder's risk rider on our insurance.

✓ **LABOR CONTRACTS** *(Status)*

I have a draft contract into the Supervisor's unit. The same offer is on the table as was our two other units. As soon as this contract clears, I'll be back to the Council for review of my contract. The final loose end is Mr. Kehoe's position. We should probably do something in the form of an employee agreement.

✓ **MARATHON STATION BLIGHT & NON-CONFORMING USE** *(Status)*

We may have an open door. The taxes on this property have been delinquent since 2006. The property is scheduled to go to seizure in March 2010. If it does, we may be able to purchase it for back taxes (about \$25k). We would be bidding against the bank, if they show. If they do, we may be able to reach some sort of agreement with them to have the building razed. We'll continue to watch it.

- ✓ **COUNTY E.M.S. ORDINANCE, AMBULANCE SERVICE** (*Status*)
Pending.
- ✓ **SALE OF CITY PROPERTY 5129 MORRISH ROAD** (*Status*)
As the Council is aware, there has been a significant change in the status of the business we awarded the bid to. Adam recommends we let this sit until late fall. If at that time the entity is still unable to consummate the deal, then we'll have to explore another option.
- ✓ **WWS, STORM WATER ORDINANCE** (*Status*)
We are looking at this and will be back in the future with a recommendation.
- ✓ **2009 MASTER PLAN REVIEW** (*Resolution*)
Included with tonight's agenda is a public review draft of the Master Plan. The Planning Commission has endorsed it sending it to Council. From here, if the Council approves, the plan heads off to various surrounding governments for review and comment. After this, it will come back to us for final review, adoption and implementation. Adam will be present to make a presentation and answer any questions.
- ✓ **SWARTZ AMBULANCE AGREEMENT** (*Status*)
This agreement needs to be reviewed along with the agreement we have with Woodside Builders on the rental of the house. As you recall, we agreed to a credit – debit arrangement between money owed to the City by Woodside's for a storm sewer installed with the Bristol Road Project, in exchange for no General Fund payments for rental of the house. This move would allow us to keep Swartz Ambulance in the house for another year and a half without the General Fund expense. Woodside's has agreed to this arrangement and we have stopped the lease payments. We do need to catch up the paperwork though. I'll work on an agreement and look to have it back shortly.
- ✓ **MDOT PARK & RIDE** (*Status*)
We have two designs, one is for High Pressure Sodium Lights (\$10,500); the other is LED Lights (\$20,240). In review, if we can get the entire amount funded by MDOT, staff recommends the LED. Although the technology is "cutting edge new", operational and maintenance costs for this type of lighting are significantly cheaper (as you recall, we are paying the electricity and maintenance on these lights). These designs include buried electrical lines and four foot concrete bases. The only cost we do not know here is what Consumer's Energy will charge for an electrical service drop. It could be expensive. We have the design into MDOT for review and a request into Consumer's for cost opinions.
- ✓ **KAREGNONDI WATER AUTHORITY** (*Status*)
Nothing new. We are trying to obtain rate models and debt retirement projections for review.
- ✓ **REWARDS FOR RECYCLING PROGRAM** (*Status*)
We are taking a closer look at this program. We'll be back in the near future for some more conversation.
- ✓ **GO GREEN GRANT OPPORTUNITY** (*Status*)
We've submitted a grant to the MI-DLEG. It should take a month or so to see if we qualified.

- ✓ **CONSUMERS ENERGY TREE GRANT** (*Status*)
Completed.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **STREET USAGE PERMIT, FIRE DEPARTMENT CHRISTMAS PARADE** (*Resolution*)
Included with tonight's agenda is a street usage permit application submitted by the Fire Department for the yearly Christmas parade. The event is scheduled for Saturday December 5th, 6:00 PM. The route is as in the past, beginning at the High School, Fairchild, Miller, Fortino, to Civic and into the Fire Hall. Staff recommends approval.
- ✓ **DDA BUDGET AMENDMENT, FAÇADE PROGRAM** (*Resolution*)
Included with tonight's program is a request from the DDA to amend their budget. The minor reason is adjusted wages for the Farmer's Market and Family Movies. Both of these were less than anticipated due to volunteer usage. The main reason is related to the façade program. A foreclosure sale of the building at 8048 Miller, formerly the McGillivray – Spillane – Groves Building, has taken place. The new owners are looking to renovate the building into mixed use being upstairs residential and ground level retail. They have applied for and received a façade grant via the DDA. The budget amendment will provide for this. I have asked the owner, Mr. Dave Kunz, to attend tonight's meeting to give the Council a brief presentation of his plans. I think the Council will be very pleased with what he is proposing.
- ✓ **SET PUBLIC HEARING, CDBG ALLOCATION APPLICATION** (*Resolution*)
Community Development Block Grant project applications are due in to the County. Within this process, a public need hearing and publications are required. We have advertised for a public hearing to be held at the November 23rd meeting. Adam is working on recommendations for the use of the City's allocation, estimated to be \$31,500. Bearing in mind that use of the funds are quite limited, the Council should be thinking towards projects. Adam will be present at the meeting to explain the qualifying uses of the funds. A resolution setting a public hearing is included with tonight's agenda.

Council Questions, Inquiries, Requests and Comments

- *MDOT Park & Ride Clean-Up.* Between the City and MDOT, the area has been cleaned up and actually looks good. If we are successful in the light installation, this will be well on its way to looking like a mini-park.
- *Tabled Garbage Collection Policy.* Resting comfortably... for now.

City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday November 9, 2009 7:00 P.M.

Resolution No. 091109-4A MINUTES, OCTOBER 26, 2009

Motion by Councilmember: _____

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held October 26, 2009, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 091109-5A 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 November 9, 2009 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 091109-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager’s Report of November 9, 2009, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 091109-9A

2008-2009 FISCAL YEAR AUDIT

Motion by Councilmember: _____

I Move the City of Swartz Creek accept the 2008-2009 Fiscal Audit Report prepared by Plante-Moran, a copy of which is attached hereto, and further, direct such to be published, distributed, circulated and placed on file in a manner prescribed by law.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 091109-9B

DDA BUDGET AMENDMENT

Motion by Councilmember: _____

I Move the City of Swartz Creek approve DDA budget amendments, dated November 5, 2009, as follows:

Budget Worksheet Revenues: DDA

| | | Original Budget | Amended Budget | Actual thru Oct | Est Year End Total | Requested |
|--|-------------------------|------------------|------------------|------------------|--------------------|------------------|
| Fund 248 - Tax Increment Finance Authority Fund | | | | | | |
| Revenues | | | | | | |
| Dept: 000.000 General | | | | | | |
| 402.000 | Current Tax Revenue | 49,065.00 | 49,065.00 | 17,070.00 | 48,644.00 | 49,065.00 |
| 664.000 | Interest Income | 500.00 | 500.00 | 17.00 | 500.00 | 500.00 |
| | General | 49,565.00 | 49,565.00 | 17,087.00 | 49,144.00 | 49,565.00 |
| Dept: 173.000 Administration | | | | | | |
| 248-173.000-677.000 | Reimbursements | 0.00 | 0.00 | 21.00 | 0.00 | 21.00 |
| Dept: 728.001 Farmers Market | | | | | | |
| | Administration | 0.00 | 0.00 | 21.00 | 0.00 | 21.00 |
| Dept: 728.001: Farmers Market | | | | | | |
| 550.000 | Project Fresh | 1,500.00 | 1,500.00 | 308.00 | 1,500.00 | 1,500.00 |
| 248-728.001-642.001 | Sale of Market Bags | 0.00 | 0.00 | 150.00 | 150.00 | 150.00 |
| 665.000 | Land/Bldg Rental Income | 2,000.00 | 2,000.00 | 507.00 | 2,000.00 | 2,000.00 |
| | Farmers Market | 3,500.00 | 3,500.00 | 965.00 | 3,650.00 | 3,650.00 |
| | Total Revenue | 53,065.00 | 53,065.00 | 18,073.00 | 52,794.00 | 53,236.00 |

Budget Worksheet Expenses: DDA

| Fund 248 - Tax Increment Finance Authority Fund | | Original Budget | Amended Budget | Actual thru Oct | Est Year End Total | Requested |
|---|-----------------------------|-------------------|--------------------|--------------------|--------------------|--------------------|
| Expenditures | | | | | | |
| Dept: 173.000 Administrative Services | | | | | | |
| 726.000 | Supplies | 250.00 | 250.00 | 0.00 | 100.00 | 250.00 |
| 801.000 | Contracted Services | 500.00 | 500.00 | 0.00 | 500.00 | 500.00 |
| 805.000 | Bank Fees | 250.00 | 250.00 | 0.00 | 200.00 | 250.00 |
| 825.000 | Admin Services | 5,000.00 | 5,000.00 | 5,000.00 | 5,000.00 | 5,000.00 |
| 900.000 | Printing & Publishing | 250.00 | 250.00 | 0.00 | 500.00 | 250.00 |
| 960.000 | Education & Training | 250.00 | 250.00 | 0.00 | 200.00 | 250.00 |
| 961.000 | Miscellaneous | 250.00 | 250.00 | 0.00 | 0.00 | 250.00 |
| | Administrative Services | 6,750.00 | 6,750.00 | 5,000.00 | 6,500.00 | 6,750.00 |
| Dept: 728.000 Economic Development | | | | | | |
| 801.000 | Contracted Services | 500.00 | 500.00 | 0.00 | 0.00 | 400.00 |
| 961.000 | Miscellaneous | 500.00 | 500.00 | 0.00 | 0.00 | 100.00 |
| | Site Improvements | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 500.00 |
| Dept: 728.001 Farmers Market | | | | | | |
| 726.000 | Supplies | 3,000.00 | 3,000.00 | 13.00 | 3,000.00 | 2,000.00 |
| 801.000 | Contracted Services | 6,500.00 | 6,500.00 | 3,186.00 | 6,500.00 | 6,500.00 |
| 900.000 | Printing & Publishing | 2,000.00 | 2,000.00 | 339.00 | 2,000.00 | 1,000.00 |
| 967.000 | Project Fresh | 1,500.00 | 1,500.00 | 914.00 | 1,500.00 | 1,500.00 |
| | Farmers Market | 13,000.00 | 13,000.00 | 4,452.00 | 13,000.00 | 11,000.00 |
| Dept: 728.004 Family Movie Night | | | | | | |
| 726.000 | Supplies | 2,000.00 | 2,000.00 | 1,251.00 | 1,800.00 | 1,800.00 |
| 801.000 | Contracted Services | 2,500.00 | 2,500.00 | 255.00 | 2,000.00 | 1,500.00 |
| 900.000 | Printing & Publishing | 1,000.00 | 1,000.00 | 72.00 | 500.00 | 500.00 |
| | Transfers Out | 5,500.00 | 5,500.00 | 1,578.00 | 4,300.00 | 3,800.00 |
| Dept: 728.002 Streetscape | | | | | | |
| 726.000 | Supplies | 3,000.00 | 3,000.00 | 0.00 | 3,000.00 | 5,000.00 |
| 801.000 | Contracted Services | 500.00 | 500.00 | 1,651.00 | 4,700.00 | 4,700.00 |
| | Family Movie Night | 3,500.00 | 3,500.00 | 1,651.00 | 7,700.00 | 9,700.00 |
| Dept: 728.003 Façade Program | | | | | | |
| 801.000 | Contracted Services | 20,000.00 | 20,000.00 | 4,748.00 | 20,000.00 | 45,000.00 |
| | Façade Program | 20,000.00 | 20,000.00 | 4,748.00 | 20,000.00 | 45,000.00 |
| Dept: 965.000 Transfers Out | | | | | | |
| 998.101 | Transfer Out to Gen Fd | 5,000.00 | 5,000.00 | 55,000.00 | 55,000.00 | 55,000.00 |
| | Transfers Out | 5,000.00 | 55,000.00 | 55,000.00 | 55,000.00 | 55,000.00 |
| | Total Expenditures | 54,750.00 | 104,750.00 | 72,429.00 | 106,500.00 | 131,750.00 |
| | Revenues over(under) | | | | | |
| | Expenditures | (1,685.00) | (51,685.00) | (54,356.00) | (53,706.00) | (78,514.00) |

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 091109-9C

MASTER PLAN, ADOPT CIRCULATION DRAFT

Motion by Councilmember: _____

I Move the City of Swartz Creek Council authorize the Secretary of the Planning Commission to distribute the City of Swartz Creek 2009 Draft Master Plan in accordance with the Michigan Planning Enabling Act; copies to be distributed to the Genesee County Metropolitan Planning Commission, Charter Township of Flint, Charter Township of Mundy, Charter Township of Clayton, Gaines Township, C.N. Railroad, Consumers Energy, Comcast Cablevision, the Genesee County Drain Commissioner’s Office, Genesee County Road Commission, Bishop International Airport, Michigan Department of Transportation (Davison TSC), and Verizon Communications. Copies are to be digitally distributed unless otherwise directed by the receiving agency.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 091109-9D

STREET USAGE PERMIT, ANNUAL FIRE DEPARTMENT CHRISTMAS PARADE.

Motion by Councilmember: _____

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 5, 2009 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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 091109-9E

SET PUBLIC NEEDS & USE HEARING, CDBG ALLOCATION

Motion by Councilmember: _____

I Move the City of Swartz Creek hold a public hearing for the three year Community Development Block Grant Distribution schedule, to be in the total amount of \$31,431, for the purpose of gathering public input on eligible projects; meeting to be held on Monday, November 23, 2009, at or shortly after 7:00 pm in the City Council Chambers, 8083 Civic Dr., Swartz Creek, MI, 48473, and further, direct staff to publish the appropriate public notices.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday October 26, 2009 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 10/26/2009

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: Abrams, Binder, Hicks, Hurt, Krueger, Porath, Shumaker.

Councilmembers Absent: None.

Staff Present: City Manager Paul Bueche, City Clerk Juanita Aguilar

Others Present: Boots Abrams, Tommy Butler, Sharon Klein, Brent Cole, Jim Florence, Danny Nemer, Ron Schultz.

Mayor Abrams presented John Gilmore with a proclamation for his years of service with the Board of Review.

APPROVAL OF MINUTES

Resolution No. 091026-01

(Carried)

Motion by Mayor Pro-Tem Porath
Second by Councilmember Hurt

I Move the Swartz Creek City Council hereby approve the Minutes, as presented, for the Regular Council Meeting, held October 12, 2009, to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 091026-02

(Carried)

Motion by Councilmember Krueger
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the Agenda, as presented, for the Regular Council Meeting of October 26, 2009 to be circulated and placed on file.

YES: Hicks, Hurt, Krueger, Porath, Shumaker, Abrams, Binder.
NO: None. Motion declared carried.

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 091026-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the City Manager's Report of October 26, 2009, to be circulated and placed on file.

Discussion Ensued.

YES: Hurt, Krueger, Porath, Shumaker, Abrams, Binder, Hicks.
NO: None. Motion declared carried.

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

MEETING OPENED TO THE PUBLIC:

None.

COUNCIL BUSINESS:

Adopt Refuse & Recyclable Collection Policy

Resolution No. 091026-04

(Tabled)

Motion by Councilmember Hicks
Second by Councilmember Hurt

WHEREAS, the City of Swartz Creek is a Michigan HRC Municipal Corporation authorized by statute to provide a variety of public services, including the collection of refuse and recyclables; and

WHEREAS, the City levies 1.75 mills on all real and personal property in the City and contracts for the weekly collection of refuse and recyclables, such levy being sufficient in the return of revenues to collect refuse and recyclables from residential properties only; and

WHEREAS, the City desires to establish a policy for the collection of refuse and recyclables.

NOW, THEREFORE, I Move the City of Swartz Creek establish policy, as follows, for the contracting, collection and management of refuse and recyclables:

1. The City, in accordance with its purchasing ordinance, shall set specifications and bid for the service of refuse and recyclable collections in the City;
2. All such collection of refuse and recyclables shall be limited to single family or two family dwellings;
3. A residential dwelling is identified as an individual unit in a recorded condominium association, plat or other similar defined parcel or group of parcels, provided that the unit dedicates garage or other concealed storage space for the storage of waste bins to said unit;
4. All eligible properties must have direct curb-side access to a public street, or a private street that is recognizable as such by the City. Associations, or other eligible dwellings located on private streets, shall enter into an agreement with the City that provides for insurance, indemnity and access to the City and its contractors, in order to be eligible for pickup by the City's carrier.
5. Commercial, industrial, institutional, office, apartment properties of more than two units, and manufactured home communities, shall not be eligible for waste collection services.

Discussion Took Place.

Resolution No. 091026-05

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Hicks

I Move the City of Swartz Creek table the decision to adopt a Refuse & Recyclable Collection Policy.

YES: Krueger, Shumaker, Abrams, Binder, Hicks, Hurt.
NO: Porath. Motion Declared Carried.

Cedar Creek Garbage Collection Agreement

Resolution No. 091026-06

(Carried)

Motion by Councilmember Binder
Second by Councilmember Hurt

I Move the City of Swartz Creek approve the collection of garbage, refuse and recyclables, in the Cedar Creek Town Homes Complex, a Condominium Association, located at 9279 Miller Road, and further, direct the Mayor and City Clerk to execute an agreement with Cedar Creek Town Homes owner Danny Nemer, a copy of the agreement as follows:

REFUSE – WASTE – GARBAGE & RECYCLABLE COLLECTION AGREEMENT
Between
CITY OF SWARTZ CREEK
And
CEDAR CREEK TOWN HOMES CONDOMINIUMS LLC

This Agreement made this 26TH day of October, 2009, by and between the City of Swartz Creek, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 (the "City") and Cedar Creek Town Homes Condominiums LLC, a Michigan Limited Liability Company, owner Mr. Danny Nemer, with principal offices at 9279 Miller Road, Swartz Creek Michigan 48473 (the "Developer" or the "Association").

WITNESSETH:

WHEREAS, the Developer is the owner – operator for Cedar Creek Town Homes Condominiums, with principal offices at 9279 Miller Road, Swartz Creek Michigan 48473, more particularly described in Exhibit A, attached hereto; and

WHEREAS, the Developer has requested that the City provide garbage collection services for the residents of Cedar Creek Town Homes Condominiums; and

WHEREAS, the City has the authority but is not required by law to provide garbage collection service to the residents of Cedar Creek Town Homes Condominiums; and

WHEREAS, the City has established a policy for the collection of garbage and determined in an open session of a regular City Council Meeting that Cedar Creek Town Homes Condominiums meets the criteria of the City's policy for the collection of garbage, waste, refuse and recyclables; and

WHEREAS, the City is willing to provide such service in response to the Developer's request only if the Developer agrees to release and indemnify the City and hold it harmless from any liability arising out of the City's delivery of such service.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties hereto, as set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of them, the parties hereto agree as follows:

1. PROVISION OF GARBAGE COLLECTION SERVICE

The City hereby agrees to provide the residents of Cedar Creek Town Homes Condominiums with curbside garbage collection service consistent with the City's policy for such services and the providing of the same service to residents of the City outside of private developments and along public streets. Such service will be provided to the residents of Cedar Creek Town Homes Condominiums on the same terms and conditions and subject to all of the same requirements as are established from time to time by the City and the City's garbage collection contractor for the collection of garbage and rubbish. Such garbage and rubbish collection service shall include curbside pick-up of recyclable materials and compostable materials if and to the extent such programs are implemented by the City for residents of the City outside of private developments and along public streets.

2. DEVELOPER'S COMMITMENTS

The Developer agrees on behalf of the residents of Cedar Creek Town Homes Condominiums that the residents will comply with all requirements for the provision of garbage collection service such as are promulgated by the City or the City's garbage collection contractor, including any and all requirements regarding curbside pick-up of recyclable materials and compostable materials, and will pay the same charges, if any, for such services as may be charged residents of the City outside of private developments and along public streets.

3. RELEASE, INDEMNIFICATION AND INSURANCE

The Developer agrees to release and indemnify the City, its contractors, agents and assigns, and hold it and them free and harmless from any and all liability, claims, loss, damage, including any damages to the Developer's roads, water and sewer lines caused by the provision of garbage collection services, or damages of any kind arising by reason of any death, injury or property damage sustained by any person, including, but not limited to, the Developer or any agent or employee of the Developer, or any resident of the Cedar Creek Town Homes Condominiums Development.

To that end, the Developer shall maintain in effect a general liability insurance policy or policies insuring against damages to persons or property in such reasonable amounts as shall be acceptable to the City and the City shall be named as an additional insured on said policy. Such policy shall also contain a provision requiring the insurer to give the City ten (10) days notice of termination of said policy for any reason. A current copy of the said policy shall be on file with the City Clerk at the main offices of the City of Swartz Creek.

4. WHOLE AGREEMENT

This Contract constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreements between the parties relating to the transactions herein contemplated. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of this contract leading up to its execution and not set forth herein shall be used by any of the parties to construe or affect the validity of this contract.

5. AMENDMENTS

This Contract may be amended or modified only by a document in writing executed by both the City and the Developer.

6. EFFECTIVE DATE

This Contract shall become effective the 27th day of October, 2009.

7. TERM OF THIS AGREEMENT

This Contract shall be automatically renewed from year to year. Should either of the parties hereto wish to terminate this Agreement, written notice of such intent by registered mail shall be given to the other party at least thirty (30) days prior to the expiration of the Contract.

CITY OF SWARTZ CREEK

By: _____
RICHARD B. ABRAMS, Mayor

By: _____
JUANITA AGUILAR, City Clerk

CEDAR CREEK TOWN HOMES CONDOMINIUMS

By: _____
DANNY NEMER, Owner / Operator

Approved as to Form:

Richard Figura
City Attorney

Discussion Took Place.

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

Assessor's Contract Renewal

Resolution No. 091026-07

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Krueger

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 26th day of October, 2009 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 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, 2009. Unless sooner terminated, this Agreement shall, by its terms, expire October 31, 2010.

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, 2010.

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 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.

Discussion Ensued.

YES: Shumaker, Abrams, Binder, Hicks, Hurt, Krueger, Porath.

NO: None. Motion Declared Carried.

Approve Agreement, Swartz Creek—Clayton Township Fire Protection

Resolution No. 091026-08

(Carried)

Motion by Mayor Pro-Tem Porath

Second by Councilmember Hurt

I Move the City of Swartz Creek approve the 2009-2011 Fire Agreement between the City of Swartz Creek and the Township of Clayton, agreement as follows, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City:

**SWARTZ CREEK - CLAYTON TOWNSHIP
AMENDED AND RESTATED
FIRE DEPARTMENT AGREEMENT**

THIS AGREEMENT is made this 26th day of October, 2009, 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 the Charter Township of Clayton, a Michigan public body corporate, with principal offices at 2011 South Morrish Road, Swartz Creek, Michigan 48473 ("Township").

WHEREAS, the City and the Township have for many years jointly provided fire protection services to their geographical areas; and

WHEREAS, the joint provision of such fire protection services was covered by a written agreement; and

WHEREAS, the current agreement between the City and the Township expired on March 31, 2008, but both the City and the Township have continued to provide fire protection services under the terms of that agreement while this new agreement was being developed; and

WHEREAS, the Michigan Urban Cooperation Act of 1967, 1967 PA 7 (Ex Sess) [MCL 124.501 et seq] (“UCA”) authorizes two municipalities to enter into an interlocal agreement by which they agree to exercise jointly “any power, privilege, or authority that the agencies share in common and that each might exercise separately;” and.

WHEREAS, section 7 of the UCA [MCL 124.507] provides that such an interlocal agreement “may provide for a separate legal or administrative entity to administer or execute the agreement which may be a commission, board, or council constituted pursuant to the agreement,” and that such administrative entity “shall be a public body, corporate or politic for the purposes of this act;” and

WHEREAS, the City and the Township share in common the power and authority to establish and maintain a fire department and provide fire protection services; and

WHEREAS, as empowered to do so by the UCA, the City and the Township wish to continue to jointly provide fire protection services and operate a fire department to serve the City and the Township and to do so under the terms and conditions of this agreement;

NOW, THEREFORE, the parties hereto acting pursuant to the authority of resolutions duly adopted by their respective legislative bodies, **HEREBY AGREE AS FOLLOWS**:

1. Establishment of Authority.

Pursuant to the authority of section 7 of the UCA [MCL 124.507] there is hereby established an administrative entity to administer and execute this interlocal agreement, such entity to be known as the “Swartz Creek Area Fire Authority” (“Authority”). The Authority is the successor to and the continuation of that entity heretofore known as the Swartz Creek Area Fire Board.

2. Name.

The Authority shall provide its fire protection services and shall conduct its business under the name, “Swartz Creek Area Fire Department,” and shall file a d/b/a certificate to that effect with the Genesee County Clerk.

3. Governance of Authority.

A. The Authority shall be governed by a board consisting of seven (7) members (“Board”) who shall be appointed as follows:

- 1) Three (3) members shall be appointed by the City, one of whom shall be a member of the City Council. The other City appointees shall be residents of the City and shall hold no other elective City office.
- 2) Three (3) members shall be appointed by the Township, one of whom shall be a member of the Township Board. The other Township appointees shall be residents of the Township and shall hold no other elective Township office.
- 3) The seventh member shall be appointed on an alternating basis between the parties with the Township making the first such appointment. Such member shall be appointed as and be designated as the “at-large” member. The at-large member shall be appointed for a term of one year commencing on April 1 of each year and at the completion of said term the appropriate appointing authority shall designate its appointee as the at-large member.
- 4) Except as provided in subparagraph (5), below, no active Swartz Creek Area Fire Authority firefighter, volunteer or otherwise, shall be eligible for appointment to the Board.

- 5) *The Fire Chief shall be an ex-officio member of the Board, but shall have no right to vote on matters coming before the Board.*
 - 6) *Each of the appointees, including the at-large member, shall hold office until their replacement is appointed as provided herein.*
 - 7) *Vacancies shall be filled by the appropriate appointing authority consistent with the provisions contained herein related to appointees to the Board.*
- B. *The Authority shall have the exclusive authority to manage and operate the provision of fire protection services to the City and Township and shall have, except as otherwise provided or limited by the terms of this agreement, such power as may be required for the faithful performance of its duties.*
 - C. *The Authority shall develop and maintain a command structure for the Fire Department which shall be headed by a Fire Chief who shall be appointed by a majority vote of both the township board and the city council and who shall serve at the pleasure of the Board. The terms and conditions of employment for the Fire Chief shall be set forth in a separate employment agreement. The termination of the Fire Chief by the Board may be overruled by a majority vote of both the township board and the city council, but such votes must occur within thirty (30) days of the termination. The Fire Chief shall be responsible for hiring, managing and firing all personnel of the Authority, none of whom shall be full time employees. The Fire Chief's authority to hire employees is limited to a fixed number of employees as determined at the time that the budget is adopted. No member of the Township Board or the City Council shall be eligible for appointment to, or to serve in, a position as either a full or part time firefighter, whether paid, on call or volunteer.*
 - D. *The Authority shall provide the fire protection services provided for herein through the use of paid on-call firefighters; provided, however, that the Authority shall not have the authority to hire or otherwise retain full-time or part-time personnel without there being funds in the budget for such hiring or retention. Nothing contained herein shall prohibit the Board from contracting with a volunteer or on-call organization for services on an as needed basis.*

4. Bylaws.

The Authority and the Board shall operate under bylaws adopted by the City and the Township. Said bylaws shall provide for the organization of the Board, Board officers, committees, meetings, meeting quorum, voting, and all other organizational and operational matters normally contained in bylaws. Once adopted by the City and the Township, said bylaws may only be amended by agreement of the City and the Township.

5. Fire Halls.

- A. *The Township hereby provides the fire hall located at 1494 Seymour Road in the Township at the disposal of the Authority for its use during the effective period of this Agreement.*
- B. *The City hereby provides the fire hall located at 8100-B Civic Drive in the City at the disposal of the Authority for its use during the effective period of this Agreement:*
- C. *Such use shall be subject to the following:*
 - 1) *The City and Township shall each retain ownership of or lease rights to the fire halls so designated and the Authority shall have no power to use or authorize the use of the fire halls for any use other than the provision of fire protection services to the City and Township, unless authority for such other use or activity is obtained in writing, email acceptable, from the City (as to the City's fire hall) or the Township (as to the Township fire hall).*
 - 2) *The Authority shall not engage in any activity or take any action which will result in a lien, mortgage, or other encumbrance on the title of the City or the Township to their respective fire halls or the land on which they are located.*

- 3) *The Authority shall be responsible for maintenance and repairs for the designated fire halls during the effective period of this Agreement.*
- 4) *Except for maintenance and repairs, no additions and/or alternations to said fire halls may be made by the Authority without the express prior written approval of the governmental unit owning said structure; provided, however, that upon termination of this Agreement such additions and/or improvements shall become the property of the governmental unit owning the structure.*

6. Township Mini Pumper.

The 1979 Mini Pumper, Serial No. W41CT9138438, presently owned by the Township, shall be and is hereby placed at the use of the Authority for the provision of fire services as provided for in this Agreement, subject to the following conditions:

- A. *The Authority shall be responsible for and maintain public liability and property damage insurance upon said vehicle with the Township being named as a co-insured.*
- B. *Said vehicle shall remain titled in the name of the Township.*
- C. *Upon dissolution of the Authority, said vehicle shall be returned to the Township and/or the Township shall have the right to summary repossession of said vehicle. The Authority shall have no control whatsoever over said vehicle upon dissolution of the Authority.*

7. City Mini Pumper.

The 1979 Mini Pumper, Serial No. CKL339B160091, presently owned by the City, shall be and is hereby placed at the use of the Authority for the provision of fire services as provided for in this Agreement, subject to the following conditions:

- A. *The Authority shall be responsible for and maintain public liability and property damage insurance upon said vehicle with the City being named as a co-insured.*
- B. *Said vehicle shall remain titled in the name of the City.*
- C. *Upon dissolution of the Authority, said vehicle shall be returned to the City and/or the City shall have the right to summary repossession of said vehicle. The Authority shall have no control whatsoever over said vehicle upon dissolution of the Authority.*

8. Authority Assets.

- A. *Except as may be provided above as to the fire halls and the mini pumpers, the City and Township shall each have an undivided one-half (1/2) interest in and to all assets of the Authority. An inventory of said assets shall be prepared annually by the Authority and filed with the City Clerk and the Township Clerk as provided in subparagraph D, below.*
- B. *All of the assets of the Authority shall be housed at the fire halls designated within this agreement in such quantities, as shall within the discretion of the Authority provide maximum efficient fire protection services for the areas to be provided such service.*
- C. *Assets that are determined by the Board to have no value, due to age or damage, shall be destroyed. Assets that have value, but are no longer needed by the Authority, shall be sold by sealed bid, RFP, auction or online internet auction to the highest bidder. The Board shall create and implement a policy for disposal of such assets. Assets that have been sold shall be logged as such on the annual inventory for at least one year.*
- D. *The Authority shall file an annual inventory of such assets with the City and the Township no later than February 15th of each year.*

9. Additional Assets.

Nothing contained herein shall prohibit the City or the Township from acquiring such additional equipment and/or providing such additional services as it sees fit to be used within its boundaries. Such additional equipment and/or services provided shall not be subject to the terms of this Agreement and ownership of same shall not be shared.

10. Insurance.

The Authority shall secure and keep in force and effect during the effective period of this Agreement appropriate property damage and public liability insurance insuring its activities in such amounts as it sees fit; however, in no instance shall such limits of insurance be less than One Million Dollars (\$1,000,000) Single Limit Public Liability and Property Damage Policy, with a Three Million Dollar (\$3,000,000.00) Umbrella. In addition thereto the Authority shall secure and keep in force and effect during the effective period of the Agreement appropriate workmen's Compensation Insurance coverage and any other insurance coverages required by law.

11. Services to Other Governmental Units.

The Authority shall not provide fire protection services to other governmental units, by contract or otherwise, without first obtaining the approval of the City and the Township before such services are rendered; provided, however, that such prohibition shall not extend to the participation by the board in a mutual aid pact with other units of government.

12. Books and Records; Annual Audit.

- A. The Authority shall provide for the keeping of books and records regarding its operation. The keeping of such books and records shall conform to generally accepted accounting principles.
- B. The Authority shall provide for an annual audit of its revenue and expenditures. The auditing firm shall be selected through competitive bidding every 3 years and the same firm shall not be selected for more than two (2) consecutive terms.
- C. The audit shall be completed no later than ninety (90) days following the close of the Authority's fiscal year, and a copy of said audit shall be submitted to the City Clerk and the Township Clerk within seven (7) days after its completion.

13. Fiscal Year; Budget.

- A. The fiscal year of the Authority shall be from January 1 through December 31.
- B. Beginning no later than August 1 of each year, the City Manager and the Township Supervisor shall meet with the Fire Chief and develop a draft budget. Such draft shall reasonably reflect the findings and recommendations set forth in the Swartz Creek Area Fire Department Evaluation adopted in January 2008 by the City and the Township. The draft budget shall be submitted to the Authority Board no later than October 1.
- C. The Authority Board shall review the proposed budget of its anticipated expenses, including any suggested amendments, and shall forward same to the City Council and Township Board for approval no later than October 31 of each year. The City and the Township may approve the budget as presented or may approve it with amendments. The final budget shall be in such form as shall be approved by both the City and the Township.
- D. Upon approval of the final budget, the City and the Township shall each appropriate its share of the funding for said budget, and such funds shall be transmitted to the Authority for its use. Once the final budget is approved, such sums as each party are required to contribute shall be a debt of each notwithstanding any subsequent disagreement between the parties.
- E. The Authority shall expend funds pursuant to the adopted budget; provided, however, the Board shall have the authority within a single year, without the approval of the City and Township, to amend line item expenditures by an amount not to exceed ten percent (10%) of the amount provided for the subject line

item in the final budget as approved by the City and the Township, so long as the total budget is not exceeded. Line item budget amendments exceeding ten percent (10%) singularly or cumulatively in a single fiscal year shall require approval of both the City and Township.

- F. *The Authority shall not exceed the budget as approved by the City and Township without express prior approval by both the City and Township who, concurrent with such approval, shall appropriate such sums as are necessary to finance such increased expense.*

14. Capital Improvement Fund.

Pursuant to the Swartz Creek Area Fire Department Evaluation, adopted in January 2008 by the City and the Township, a Capital Improvement Program Fund (CIPF) is hereby established. The budget for the CIPF shall be established annually in the same manner and at the same time as the annual operating budget. The City and the Township shall determine an amount to be contributed to the CIPF, said contribution to be appropriated each year at the same time as the annual appropriation for operation of the Authority is made at the beginning of each unit's fiscal year. CIP Funds contributed by the City and the Township shall be held and independently accounted for by the Authority and shall be invested in an interest bearing account. The Authority shall adopt an investment policy that conforms to the State of Michigan's authorized and suitable investments for local units of government (1988 Public Act 239, M.C.L. 129.91) The Authority may not use or expend any funds in the CIPF without the prior approval by a majority vote of both the township board and the city council. The City and the Township, by a mutual agreement of the majority of each governing boards, may elect to deposit any unspent operating funds left over from a previous year budget, into the CIPF.

15. Costs of Fire Runs; Labor Costs.

Except as to the labor costs attendant with each fire run, the entire cost of providing fire protection services as agreed to herein shall be borne by the City and Township equally. As to labor costs attendant with each fire run, it is hereby agreed that such cost shall be borne solely by the party, City or Township, wherein the service is provided. Such costs shall be provided for in the budget required by paragraph 13 hereof. The City and the Township, as suggested in the January 2008 Fire Department Evaluation, shall work to develop a cost recovery ordinance that both municipalities can adopt and implement.

16. Effective Date; Term; Expiration of Term.

The effective date of this agreement is October 26, 2009. The term of this Agreement shall be October 26, 2009 through March 31, 2011. The expiration of this agreement shall not operate to relieve the City or the Township of their financial obligations hereunder. The financial obligations of each party shall continue until all termination activities set forth in paragraph 17, below, are completed.

17. Termination.

Upon termination of this agreement, the Authority shall proceed as follows:

- A. *At least sixty (60) days prior to the termination date, the Authority shall cause its last annual inventory to be made current.*
- B. *The Authority shall cause an appraisal to be made of all of the assets under its control other than the fire halls and the mini pumpers described in sections 7 and 8. Said appraisal shall be made no later than thirty (30) days prior to the date of termination and shall be submitted to the City Clerk and the Township Clerk forthwith.*
- C. *The Authority shall attempt to assign the assets to the parties consistent with the provisions and intent of this agreement. Upon completion of such asset assignment, the Authority shall recommend same to the City and the Township. Upon agreement of the City and the Township, the Authority shall assign the assets to the parties.*
- E. *Notwithstanding the termination date and/or its attempts to assign the assets, the Authority shall continue to perform its duties and obligations until the effective date of the termination of this agreement.*

18. Negotiated Assignment.

The parties need not wait for the recommendation of the Board as to the division and assignment of assets, but may commence negotiations relative to such division and assignment at any time prior to the termination date; provided, however, that the parties by and through their respective governing bodies, shall meet no less than sixty (60) days prior to effective date of termination, if agreement or assignment of assets has not otherwise occurred, to negotiate assignment of assets and/or the providing for an orderly transition and continuing of fire protection services beyond the termination date.

19. Notices.

Any notice, demand, or communication required, permitted, or desired to be given under this agreement shall be deemed effectively given when personally delivered or mailed by certified mail addressed as follows:

If to the City:

City of Swartz Creek
C/O City Manager
8083 Civic Drive
Swartz Creek, MI 48473
Attention: City Manager

If to the Township:

Clayton Township
C/O Township Supervisor
2011 South Morrish Road
Swartz Creek, MI 48473
Attention: Township Supervisor

The parties may, by notice given hereunder, designate any further or different address to which subsequent notices, demands, or communications may be given.

20. Severability.

If any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this agreement which shall remain in full force and effect and enforceable in accordance with its terms.

21. Entire agreement.

This agreement supersedes all previous or contemporaneous negotiations and/or agreements and constitutes the entire agreement between the parties with respect to the joint provision of fire protection services in the City and the Township. No verbal statements or prior written materials not specifically incorporated in this agreement have been relied upon by the parties in entering into this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

TOWNSHIP OF CLAYTON

Dated: _____, 2009

By: _____

Bruce Beatty, Supervisor

Dated: _____, 2009

By: _____

Dennis Milem, Township Clerk

CITY OF SWARTZ CREEK

Dated: _____, 2009

By: _____

Dated: _____, 2009

By: Richard Abrams, Mayor
Juanita Aguilar, City Clerk

Discussion Ensued.

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

Labor Contract Amendment, 2009-2012 POLC-Police Agreement, Voluntary Layoff

Resolution No. 091026-09

(Carried)

Motion by Councilmember Krueger
Second by Councilmember Hurt

I Move the City of Swartz Creek approve an amendment to the 2009-2012 Labor Agreement between the City and the Police Officer’s Labor Council, addendum as follows:

**CITY OF SWARTZ CREEK
LAYOFF AMENDMENT TO
2009-2012 POLICE OFFICERS’
COLLECTIVE BARGAINING AGREEMENT**

***THIS AGREEMENT** is made this 26TH day of October, 2009 by and between the City of Swartz Creek (the “City” and also the “Employer”), Bethany Jaworski (the “Employee”) and the Police Officers Labor Council (the “Union”);*

***WHEREAS**, the City and the Union are parties to that certain collective bargaining agreement for the term of July 1, 2009 through June 30, 2012 (the “CBA”); and*

***WHEREAS**, for economic reasons, the City contemplates having to lay-off one full time employee in the Police Department; and*

***WHEREAS**, pursuant to Article 7, Section 3 of the CBA between the City and the Union, all layoffs are to be “in reverse seniority;” and*

***WHEREAS**, the Employee is employed as a full time police officer in the Police Department; and*

***WHEREAS**, pursuant to Article 7, Section 3 of the CBA, the Employee would not be the next person to be laid off from the Police Department; and*

***WHEREAS**, the Employee has asked the City that she be laid off instead of that officer employee who would otherwise be laid off pursuant to the application of Article 7, Section 3; and*

***WHEREAS**, the Union has joined in that request and has asked that the CBA be amended to grant the Employee’s desires, notwithstanding the provisions of Article 7, Section 3;*

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Notwithstanding the requirements of Article 7, Section 3 of the CBA, the Employee agrees to be the next bargaining unit employee laid off by the City, even though the Employee would not otherwise be laid off by the application of Article 7, Section 2 of the CBA.

2. *The Employee acknowledges that her being laid off by the City contrary to the reverse seniority order would be accomplished by the City in fulfillment of the request made by the Employee herself, which request is joined in by the Union.*
3. *The Employee acknowledges and understands that such a layoff request on her part is irreversible and that she cannot retract this request or alter her lay off status.*
4. *When the work force is increased and laid off employees are recalled to work, such recall, including the recall of the Employee, shall be "according to seniority, in reverse order of layoff" as provided for in Article 8, Section 1 of the CBA.*
5. *The City will not oppose the Employee's efforts towards obtaining unemployment compensation. The Employee and the Union acknowledge that the City has no control in the decision process, so therefore will not hold the City responsible for any decision resulting therefrom.*
6. *The City, at its sole expense, shall continue to provide medical, dental and eye glass insurance in accordance with Article 22, Section No. 1 of the CBA, for a period not to exceed thirty (30) days from the date of lay-off.*
7. *The City, Union and Employee agree that the date of layoff shall be Tuesday October 27, 2009. This agreement shall serve as proper notice of layoff.*
8. *This agreement is an amendment to the CBA for the 2009-2012 term and is limited to this specific Employee's request only. This agreement is not to be deemed a precedent for any purpose, nor is to be deemed a re-opening of the CBA negotiations for any purpose.*
9. *The Employee and the Union hereby release the City from any claims of any kind either of them may have as a result of the City accommodating this Employee's request.*

(Signature Page to Follow)

CITY OF SWARTZ CREEK, MICHIGAN
A Municipal Corporation

By: **Richard B. Abrams**, Mayor

By: **Juanita Aguilar**, City Clerk

POLICE OFFICERS LABOR COUNCIL

By: **Homer Lafrinere**, Field Representative

EMPLOYEE:

Bethany Jaworski, Employee

BARGAINING TEAM:

GREGORY RACOSTA, Bargaining Team

Approved as to form:

Richard J. Figura, City Attorney

Discussion Ensued.

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

County Sheriff Request, Resolution of Cooperation, Traffic Services, O.H.S.P. 416 Grant

Resolution No. 091026-10

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

WHEREAS, the State of Michigan provides for funds to the Genesee County Sheriffs' Department for traffic enforcement services through the Secondary Road Patrol and Traffic Accident Prevention Program Grant; and

WHEREAS, the City of Swartz Creek, through its Chief of Police or designee, may elect to use such services.

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of Swartz Creek requests that the Genesee County Sheriffs' Department provide such traffic services to the City of Swartz Creek, if so specifically requested by the Chief of Police, or designee.

Discussion Took Place.

YES: Hicks, Hurt, Krueger, Shumaker, Abrams, Binder.
NO: Porath. Motion Declared Carried.

Morrish North Project Update

(Discussion Topic)

City Manager Bueche gave a brief update of the Morrish Road North Project.

MEETING OPENED TO THE PUBLIC

None.

REMARKS BY COUNCILMEMBERS:

Councilmember Binder stated that the Air Force statue has been installed at the Veteran's Memorial.

Councilmember Shumaker spoke about DPS worker Dave Wright having 40 years with the City. Mr. Shumaker stated that he believes that Mr. Wright is the longest employee of the City and he believes that the City should recognize him with a certificate or proclamation.

Councilmember Krueger mentioned his concern about what may happen with the racetrack and the impact it would have on the City. Mr. Krueger stated that the cutbacks to the schools may affect the school liaison officer position. Mr. Krueger stated that he attended the rally at the steps of the Capitol, protesting cuts in revenue sharing.

Mayor Pro-Tem Porath spoke about the Racing Commission. Mr. Porath stated that petitions are being signed to get “racino” racing back.

ADJOURNMENT:

There being no objection, Mayor Abrams declared the meeting adjourned at 8:52 p.m.

Richard Abrams, Mayor

Juanita Aguilar, City Clerk

SWARTZ CREEK POLICE DEPARTMENT
MOTOR POOL RENTAL HOURS
OCTOBER 2009

| | <u>101-301-941</u> | <u>101-302-941</u> | <u>101-303-941</u> | <u>101-304-941</u> |
|-----------------------|--------------------|--------------------|--------------------|--------------------|
| #05-168 | 12 | 0 | 0 | 0 |
| #05-649 | 80 | 0 | 0 | 0 |
| #05-346 | 8 | 0 | 0 | 101 |
| #07-375 | 139 | 8 | 0 | 0 |
| #05-275 | 84 | 7 | 0 | 9 |
| #09-401 | 417 | 8 | 0 | 0 |
| #09-169 motorcycle | 4 | 0 | 0 | 0 |
| TOTAL | 744 | 23 | 0 | 110 |

SWARTZ CREEK POLICE DEPT

Total Account Hours Summary Report

From: 10/01/2009 to 10/31/2009

| Department Account | Description | Regular Hours | Other Hours | Regular Hours YTD | Other Hours YTD |
|-----------------------------|---------------------|---------------|-------------|-------------------|-----------------|
| ADMINISTRATIVE | | | | | |
| 101 301 702.001 | SUPERVISOR | 218.500 | 2.000 | 2,149.250 | 36.000 |
| 101 301 702.002 | CLERICAL | 163.000 | 2.000 | 1,487.000 | 2.000 |
| PROTECTION | | | | | |
| 101 301 702.003 | UNIFORMED | 538.500 | 24.000 | 5,829.750 | 193.750 |
| 101 301 702.004 | NON-UNIFORMED | 6.750 | 0.000 | 146.250 | 25.000 |
| 101 301 702.005 | TRAFFIC ENFORCEMENT | 258.750 | 9.000 | 2,887.250 | 81.500 |
| COMPLAINTS | | | | | |
| 101 301 702.006 | INVESTIGATIONS | 145.000 | 3.000 | 1,758.750 | 79.000 |
| 101 301 702.007 | COURT | 9.500 | 0.000 | 91.250 | 24.000 |
| TRAINING | | | | | |
| 101 301 702.008 | TRAINING | 12.000 | 8.000 | 68.000 | 16.000 |
| LEAVE TIME | | | | | |
| 101 301 702.010 | VACATION | 48.000 | 0.000 | 717.500 | 0.000 |
| 101 301 702.011 | HOLIDAY | 0.000 | 0.000 | 524.000 | 0.000 |
| 101 301 702.012 | PERSONAL LEAVE | 12.000 | 0.000 | 288.500 | 0.000 |
| 101 301 702.013 | FUNERAL LEAVE | 0.000 | 0.000 | 35.000 | 0.000 |
| TRACK ADMINISTRATIVE | | | | | |
| 101 302 702.001 | SUPERVISOR | 21.250 | 0.000 | 149.750 | 0.750 |
| 101 302 702.002 | CLERICAL | 13.000 | 0.000 | 128.000 | 0.000 |
| TRACK PROTECTION | | | | | |
| 101 302 702.003 | UNIFORMED | 17.500 | 0.000 | 164.500 | 20.250 |
| TRACK COMPLAINTS | | | | | |
| 101 302 702.006 | INVESTIGATIONS | 0.000 | 0.000 | 6.000 | 0.000 |
| SCHOOL PROTECTION | | | | | |
| 101 303 702.003 | UNIFORMED | 142.000 | 2.250 | 650.000 | 68.750 |
| 101 303 702.004 | NON-UNIFORMED | 0.000 | 0.000 | 2.500 | 0.000 |

| Department Account | Description | Regular Hours | Other Hours | Regular Hours YTD | Other Hours YTD |
|--------------------|-----------------|---------------|-------------|-------------------|-----------------|
| SCHOOL COMPLAINTS | | | | | |
| 101 303 702.006 | INVESTIGATIONS | 0.000 | 0.000 | 434.000 | 15.500 |
| SCHOOL TRAINING | | | | | |
| 101 303 702.008 | TRAINING | 0.000 | 0.000 | 16.000 | 4.000 |
| LEAVE TIME | | | | | |
| 101 303 702.010 | VACATION | 8.000 | 0.000 | 8.000 | 0.000 |
| ADMINISTRATION | | | | | |
| 101 303 702.013 | FUNERAL LEAVE | 24.000 | 0.000 | 24.000 | 0.000 |
| PROTECTION | | | | | |
| 101 304 702.003 | UNIFORMED | 5.750 | 0.000 | 45.750 | 6.250 |
| COMPLAINTS | | | | | |
| 101 304 702.006 | INVESTIGATION | 0.000 | 0.000 | 0.250 | 0.000 |
| TRAINING | | | | | |
| 101 304 702.008 | TRAINING | 12.000 | 0.000 | 195.000 | 0.000 |
| OTHER | | | | | |
| 101 304 702.009 | SPECIAL EVENTS | 7.000 | 0.000 | 7.000 | 0.000 |
| PROTECTION | | | | | |
| 265 333 702.004 | NON-UNIFORMED | 168.000 | 1.500 | 1,682.000 | 51.500 |
| COMPLAINTS | | | | | |
| 265 333 702.006 | INVESTIGATIONS | 0.000 | 19.000 | 0.000 | 181.000 |
| 265 333 702.007 | COURT | 0.000 | 4.000 | 0.000 | 39.000 |
| NON-PRODUCTIVE | | | | | |
| 265 333 702.010 | VACATION | 8.000 | 0.000 | 8.000 | 0.000 |
| 265 333 702.011 | HOLIDAY | 0.000 | 0.000 | 64.000 | 0.000 |
| | TOTAL ALL HOURS | 1,838.500 | 74.750 | 19,567.250 | 844.250 |

SWARTZ CREEK POLICE DEPT

Total Function Count
Month Ending: 10/31/2009

| Account | Description | MTD Functions | YTD Functions |
|------------------------|----------------------|---------------|---------------|
| 101 301 001.000 | TRAFFIC VIOLATIONS | 0 | 0 |
| 101 301 002.000 | PARKING VIOLATIONS | 1 | 46 |
| 101 301 003.000 | VERBAL WARNINGS | 105 | 1393 |
| 101 301 004.000 | WRITTEN WARNINGS | 9 | 159 |
| 101 301 005.000 | FELONY ARRESTS | 0 | 41 |
| 101 301 006.000 | MISDEMEANOR ARRESTS | 10 | 217 |
| 101 301 007.000 | CALLS RECEIVED | 262 | 2825 |
| 101 301 008.000 | TRAFF INJ ACCIDENTS | 0 | 24 |
| 101 301 009.000 | PROP DAMAG ACCIDENTS | 9 | 91 |
| 101 301 010.000 | SERVICE REQUESTS | 15 | 70 |
| 101 301 011.000 | MEETINGS | 0 | 0 |
| 101 301 012.000 | CONFERENCES | 0 | 0 |
| 101 301 013.000 | INITIATED CALLS | 754 | 8315 |
| 101 301 014.000 | DESK ASSIGNMENTS | 151 | 1753 |
| 101 301 015.000 | BUSINESS CHECKS | 1357 | 11634 |
| 101 301 016.000 | VACATION CHECKS | 192 | 5548 |
| 101 301 017.000 | SUSP PERS CHECKED | 53 | 488 |
| TOTAL FUNCTIONS | | 2918 | 32604 |
| | | | |
| 101 302 002.000 | PARKING VIOLATIONS | 0 | 0 |
| 101 302 003.000 | VERBAL WARNINGS | 0 | 1 |
| 101 302 004.000 | WRITTEN WARNINGS | 0 | 0 |
| 101 302 005.000 | FELONY ARRESTS | 0 | 0 |
| 101 302 006.000 | MISDEMEANOR ARRESTS | 0 | 1 |
| 101 302 007.000 | CALLS RECEIVED | 11 | 101 |
| 101 302 010.000 | SERVICE REQUESTS | 0 | 0 |
| 101 302 011.000 | MEETINGS | 0 | 7 |
| 101 302 012.000 | CONFERENCES | 0 | 0 |
| 101 302 013.000 | INITIATED CALL | 0 | 32 |
| 101 302 014.000 | DESK ASSIGNMENTS | 0 | 0 |
| 101 302 015.000 | BUSINESS CHECKS | 0 | 3 |
| 101 302 016.000 | VACATION CHECKS | 0 | 0 |
| 101 302 017.000 | SUSP PERS CHECKED | 0 | 0 |
| TOTAL FUNCTIONS | | 11 | 145 |
| | | | |
| 101 303 002.000 | PARKING VIOLATIONS | 0 | 1 |
| 101 303 003.000 | VERBAL WARNINGS | 1 | 2 |
| 101 303 004.000 | WRITTEN WARNINGS | 0 | 0 |
| 101 303 005.000 | FELONY ARRESTS | 2 | 4 |
| 101 303 006.000 | MISDEMEANOR ARRESTS | 7 | 22 |
| 101 303 007.000 | CALLS RECEIVED | 2 | 23 |
| 101 303 010.000 | SERVICE REQUESTS | 1 | 2 |
| 101 303 011.000 | MEETINGS | 20 | 126 |
| 101 303 012.000 | CONFERENCES | 0 | 1 |

| Account | Description | MTD Functions | YTD Functions |
|----------------------------|---------------------|---------------|---------------|
| 101 303 013.000 | INITIATED CALL | 129 | 1089 |
| 101 303 014.000 | DESK ASSIGNMENTS | 0 | 3 |
| 101 303 015.000 | BUSINESS CHECKS | 0 | 0 |
| 101 303 016.000 | VACATION CHECKS | 0 | 0 |
| 101 303 017.000 | SUS PERS CHECKED | 0 | 0 |
| TOTAL FUNCTIONS | | 162 | 1273 |
| 101 304 001.000 | TRAFFIC VIOLATIONS | 0 | 0 |
| 101 304 001.003 | DESK ASSIGNMENTS | 0 | 1 |
| 101 304 002.000 | PARKING VIOLATIONS | 0 | 0 |
| 101 304 003.000 | VERBAL WARNINGS | 0 | 0 |
| 101 304 004.000 | WRITTEN WARNINGS | 0 | 0 |
| 101 304 005.000 | FELONY ARRESTS | 3 | 12 |
| 101 304 006.000 | MISDEMEANOR ARRESTS | 1 | 12 |
| 101 304 007.000 | CALLS RECEIVED | 4 | 36 |
| 101 304 010.000 | SERVICE REQUESTS | 0 | 0 |
| 101 304 011.000 | MEETINGS | 0 | 0 |
| 101 304 012.000 | CONFERENCES | 0 | 0 |
| 101 304 013.000 | INITIATED CALL | 3 | 30 |
| 101 304 014.000 | DESK ASSIGNMENTS | 0 | 0 |
| 101 304 015.000 | BUSINESS CHECKS | 0 | 1 |
| 101 304 016.000 | VACATION CHECKS | 0 | 0 |
| 101 304 017.000 | SUS PERS CHECKED | 0 | 0 |
| 101 304 018.000 | BUILDING SEARCHES | 2 | 5 |
| 101 304 019.000 | VEHICLE SEARCHES | 3 | 37 |
| 101 304 020.000 | NARCOTIC SEARCHES | 2 | 11 |
| 101 304 021.000 | CURRENCY SEIZED | 0 | 2 |
| 101 304 022.000 | FORFEITURES | 0 | 1 |
| 101 304 023.000 | POSITIVE TRACKS | 1 | 15 |
| 101 304 024.000 | NEGATIVE TRACKS | 0 | 7 |
| 101 304 025.000 | AGENCY ASSISTS | 3 | 21 |
| 101 304 026.000 | DEMONSTRATIONS | 0 | 0 |
| 101 304 027.000 | AREA SEARCHES | 0 | 1 |
| TOTAL FUNCTIONS | | 22 | 192 |
| TOTAL ALL FUNCTIONS | | 3113 | 34214 |

Ticket Ledger Report

Report Criteria:

| Ticket Type | Officer | Start Date | End Date |
|-------------|---------|------------|------------|
| Traffic | All | 10/01/2009 | 10/31/2009 |

| Number | Name | Date | Location | Description | Officer | Fine |
|-------------|------|----------|----------------------------|--------------------------------|---------|------|
| T-1144485 | | 10/01/09 | MORRISH NEAR APPLECREEK | EXCEEDED POSTED SPEED LIMIT | | |
| T-1144486 | | 10/02/09 | MORRISH NEAR MARY ST | NO OPS, NO VALID OPS. | | |
| T-1144105 | | 10/04/09 | BRISTOL NEAR HERITAGE | EXCEEDED POSTED SPEED LIMIT | | |
| T-1144106 | | 10/06/09 | MORRISH NEAR I-69 | NO PROOF INSURANCE/POSSESS | | |
| T-1144488 | | 10/08/09 | MORRISH NEAR I-69 | EXCEEDED POSTED SPEED LIMIT | | |
| T-1144460 | | 10/08/09 | I-69 NEAR SEYMOUR | EXCEEDED POSTED SPEED LIMIT | | |
| T-1144129 | | 10/11/09 | MILLER NEAR SCHOOL | SUSP/REVOKED/NEVER APPL. | | |
| T-1144107 | | 10/11/09 | SEYMOUR NEAR CHESTERFIELD | EXCEEDED POSTED SPEED LIMIT | | |
| T-1144130 | | 10/11/09 | MORRISH NEAR I-69 | HEADLIGHTS | | |
| T-1144131-A | | 10/12/09 | MILLER NEAR I-69 | EXPIRED PLATE | | |
| T-1144131-B | | 10/12/09 | MILLER NEAR I-69 | HEADLIGHTS | | |
| T-1144463 | | 10/13/09 | I-69 NEAR MORRISH | EXCEEDED POSTED SPEED LIMIT | | |
| T-1144108 | | 10/13/09 | ELMS NEAR PARK RIDGE | EXCEEDED POSTED SPEED LIMIT | | |
| T-1144109 | | 10/13/09 | MILLER AT ELMS | DISREGARDED TRAFFIC SIGNAL/ | | |
| T-1144110 | | 10/17/09 | MORRISH NEAR APPLECREEK | EXCEEDED POSTED SPEED LIMIT | | |
| T-1144490-A | | 10/17/09 | MILLER NEAR ELMS | SUSP/REVOKED/NEVER APPL. | | |
| T-1144490-B | | 10/17/09 | MILLER NEAR ELMS | FAIL TO SIGNAL TURN | | |
| T-1144489 | | 10/17/09 | MILLER AT SCHOOL | EXCEEDED POSTED SPEED LIMIT | | |
| T-1144111 | | 10/18/09 | I-69 NEAR MORRISH | EXCEEDED POSTED SPEED LIMIT | | |
| T-1144132 | | 10/19/09 | MILLER AT I-69 | EXPIRED PLATE | | |
| T-1074741-A | | 10/19/09 | SCHOOL NEAR INGALLS | NO INSURANCE ON VEHICLE | | |
| T-1074741-B | | 10/19/09 | SCHOOL NEAR INGALLS | RECKLESS DRIVING | | |
| T-1074741-C | | 10/19/09 | SCHOOL NEAR INGALLS | SUSP/REVOKED/NEVER APPL. | | |
| T-1144112 | | 10/19/09 | MILLER AT ELMS | DISREGARDED TRAFFIC SIGNAL/ | | |
| T-1144113 | | 10/19/09 | MILLER AT ELMS | DISREGARDED TRAFFIC SIGNAL/ | | |
| T-1144114 | | 10/19/09 | ELMS AT MILLER | DISREGARDED TRAFFIC SIGNAL/ | | |
| T-1144133-A | | 10/19/09 | MILLER AT ELMS | NO PROOF INSURANCE/POSSESS | | |
| T-1144134 | | 10/20/09 | MORRISH NEAR FORTINO | SUSP/REVOKED/NEVER APPL. | | |
| T-1144135-A | | 10/21/09 | I-69 AT SEYMOUR | UNABLE TO STOP IN ASSURED CI | | |
| T-1144135-B | | 10/21/09 | I-69 AT SEYMOUR | OWI | | |
| T-1144459 | | 10/22/09 | I-69 NEAR MORRISH | EXCEEDED POSTED SPEED LIMIT | | |
| T-1144462-A | | 10/23/09 | MILLER NEAR SCHAFFER | TINTED WINDOWS/NO WINDSHIEI | | |
| T-1144462-B | | 10/23/09 | MILLER NEAR SCHAFFER | NO PROOF INSURANCE/POSSESS | | |
| T-1144491 | | 10/24/09 | MORRISH NEAR I-69 | EXCEEDED POSTED SPEED LIMIT | | |
| T-1144461 | | 10/25/09 | I-69 NEAR SEYMOUR | TINTED WINDOWS/NO WINDSHIEI | | |
| T-1144465 | | 10/25/09 | I-69 NEAR MILLER, EXIT 129 | INSECURE LOADS AND/OR SPILLI | | |
| T-1144464 | | 10/25/09 | I-69 NEAR MORRISH | EXCEEDED POSTED SPEED LIMIT | | |
| T-1144466 | | 10/25/09 | I-69 NEAR MORRISH | NO INSURANCE IN VEH | | |
| T-1144467 | | 10/25/09 | I-69 RAMP W/B AT MORRISH | EXCEEDED POSTED SPEED LIMIT | | |
| T-1144468 | | 10/25/09 | I-69 NEAR MORRISH | EXCEEDED POSTED SPEED LIMIT | | |
| T-1144469 | | 10/25/09 | I-69 RAMP W/B AT MORRISH | EXCEEDED POSTED SPEED LIMIT | | |
| T-1144470 | | 10/25/09 | I-69 WB AT MILLER | EXCEEDED POSTED SPEED LIMIT | | |
| T-1144471 | | 10/25/09 | I-69 EXIT AT MILLER ROAD | EXCEEDED POSTED SPEED LIMIT | | |
| T-1144136-A | | 10/25/09 | MILLER AT SEYMOUR | EXCEEDED POSTED SPEED LIMIT | | |
| T-1144136-C | | 10/25/09 | MILLER AT SEYMOUR | TAIL LIGHTS (DEFECTIVE, IMPROI | | |
| T-1074666-A | | 10/26/09 | MORRISH NEAR BRISTOL | NO FLAG ON PROJECTING LOAD I | | |

| | | |
|--------------------|--------------------|----------------------|
| Tickets so far: 46 | Charges so far: 46 | Fines Subtotal: 0.00 |
|--------------------|--------------------|----------------------|

Ticket Ledger Report

Report Criteria:

| Ticket Type | Officer | Start Date | End Date | | | |
|-------------|---------|------------|------------|--|--|--|
| Traffic | All | 10/01/2009 | 10/31/2009 | | | |

| Number | Name | Date | Location | Description | Officer | Fine |
|--------------------------|------|--------------------------|------------------------------|-----------------------------|---------|-------------|
| T-1074666-B | | 10/26/09 | MORRISH NEAR BRISTOL | NO PROOF INSURANCE/POSSESE | | |
| T-1144137 | | 10/26/09 | MORRISH NEAR I-69 | EXCEEDED POSTED SPEED LIMIT | | |
| T-1144138 | | 10/26/09 | I-69 NEAR MORRISH | EXCEEDED POSTED SPEED LIMIT | | |
| T-1144139-B | | 10/27/09 | MILLER NEAR ELMS | DISREGARDED FLASHING RED | | |
| T-1144115-A | | 10/27/09 | MILLER AT ELMS | DISREGARDED TRAFFIC SIGNAL/ | | |
| T-1144115-B | | 10/27/09 | MILLER AT ELMS | NO PROOF INSURANCE/POSSESE | | |
| T-1012844 | | 10/27/09 | ELMS NEAR PARK RIDGE | EXCEEDED POSTED SPEED LIMIT | | |
| T-1144176-A | | 10/28/09 | MILLER AT ELMS | FAIL TO STOP/REPORT PDA | | |
| T-1144176-B | | 10/28/09 | MILLER AT ELMS | NO PROOF INSURANCE/POSSESE | | |
| T-1074742 | | 10/31/09 | ELMS AT MILLER | FAIL TO CHANGE ADDRESS | | |
| T-1074743 | | 10/31/09 | FAIRCHILD | FAIR TO STOP FOR STOP SIGN | | |
| T-1144493-A | | 10/31/09 | WINCHESTER VILLAGE - CHESTER | FAIR TO STOP FOR STOP SIGN | | |
| T-1144493-B | | 10/31/09 | WINCHESTER VILLAGE - CHESTER | NO PROOF INSURANCE/POSSESE | | |
| Tickets Total: 59 | | Charges Total: 59 | | Fines Total: | | 0.00 |

Uniform Crime Report

Report Criteria:

| | | |
|------------------|----------------|--------------|
| Start File Class | End File Class | Print Zeros? |
| 0100-0 | 9900-9 | Yes |

| Class | Description | OCT 2008 | OCT 2009 | YR TO DATE |
|--------|-------------------------------------|----------|----------|------------|
| 0100-0 | SOVEREIGNTY | 0 | 0 | 0 |
| 0200-0 | MILITARY | 0 | 0 | 0 |
| 0300-0 | IMMIGRATION | 0 | 0 | 0 |
| 0900-1 | MURDER/NON-NEGLIGENT MANSLAUGHTER | 0 | 0 | 0 |
| 0900-2 | NEGLIGENT HOMICIDE/MANSLAUGHTER | 0 | 0 | 0 |
| 0900-3 | NEG. HOMICIDE - VEHICLE/BOAT/SNOWM. | 0 | 0 | 0 |
| 0900-4 | JUSTIFIABLE HOMICIDE | 0 | 0 | 0 |
| 1000-1 | KIDNAPPING/ABDUCTION | 0 | 0 | 0 |
| 1000-2 | PARENTAL KIDNAPPING | 0 | 0 | 0 |
| 1100-1 | SEXUAL PENETR'N PENIS/VAGINA CSC1 | 0 | 0 | 1 |
| 1100-2 | SEXUAL PENETR'N PENIS/VAGINA CSC3 | 0 | 0 | 0 |
| 1100-3 | SEXUAL PENETRATION ORAL/ANAL CSC1 | 0 | 0 | 0 |
| 1100-4 | SEXUAL PENETRATION ORAL/ANAL CSC3 | 0 | 0 | 0 |
| 1100-5 | SEXUAL PENETRATION OBJECT CSC1 | 0 | 0 | 1 |
| 1100-6 | SEXUAL PENETRATION OBJECT CSC3 | 0 | 1 | 1 |
| 1100-7 | SEXUAL CONTACT FORCIBLE CSC2 | 0 | 0 | 0 |
| 1100-8 | SEXUAL CONTACT FORCIBLE CSC4 | 0 | 0 | 1 |
| 1200-0 | ROBBERY | 0 | 0 | 0 |
| 1300-1 | NONAGGRAVATED ASSAULT | 8 | 3 | 49 |
| 1300-2 | AGGRAVATED/FELONIOUS ASSAULT | 1 | 0 | 3 |
| 1300-3 | INTIMIDATION/STALKING | 1 | 1 | 17 |
| 1400-0 | ABORTION | 0 | 0 | 0 |
| 2000-0 | ARSON | 1 | 0 | 0 |
| 2100-0 | EXTORTION | 0 | 0 | 0 |
| 2200-1 | BURGLARY - FORCED ENTRY | 0 | 4 | 19 |
| 2200-2 | BURGLARY - ENTRY W/OUT FORCE(INTENT | 1 | 0 | 2 |
| 2200-3 | BURGLARY - UNLAWFUL ENTRY(NO INTENT | 1 | 0 | 1 |
| 2200-4 | POSSESSION OF BURGLARY TOOLS | 0 | 0 | 0 |
| 2300-1 | LARCENY - POCKETPICKING | 0 | 0 | 0 |
| 2300-2 | LARCENY - PURSE SNATCHING | 0 | 0 | 0 |
| 2300-3 | LARCENY - THEFT FROM BUILDING | 3 | 3 | 24 |
| 2300-4 | LARCENY - THEFT FROM COIN OPERATED | 0 | 0 | 2 |
| 2300-5 | LARCENY - THEFT FROM MOTOR VEHICLE | 2 | 3 | 41 |
| 2300-6 | LARCENY - THEFT OF M. VEHICLE PARTS | 0 | 0 | 3 |
| 2300-7 | LARCENY - OTHER | 3 | 1 | 30 |
| 2400-1 | MOTOR VEHICLE THEFT | 0 | 1 | 4 |
| 2400-2 | MOTOR VEHICLE AS STOLEN PROPERTY | 0 | 0 | 0 |
| 2400-3 | MOTOR VEHICLE FRAUD | 0 | 0 | 0 |
| 2500-0 | FORGERY/COUNTERFEITING | 1 | 1 | 2 |
| 2600-1 | FRAUD - FALSE PRETENSE/SWINDLE/CONF | 0 | 0 | 6 |
| 2600-2 | FRAUD - CREDIT CARD/ATM | 2 | 0 | 7 |
| 2600-3 | FRAUD - IMPERSONATION | 1 | 0 | 5 |
| 2600-4 | FRAUD - WELFARE | 0 | 0 | 0 |
| 2600-5 | FRAUD - WIRE | 0 | 0 | 1 |
| 2600-6 | FRAUD - BAD CHECKS | 0 | 1 | 15 |
| 2700-0 | EMBEZZLEMENT | 0 | 0 | 1 |
| 2800-0 | STOLEN PROPERTY | 0 | 0 | 2 |

Uniform Crime Report

Report Criteria:

| | | |
|------------------|----------------|--------------|
| Start File Class | End File Class | Print Zeros? |
| 0100-0 | 9900-9 | Yes |

| Class | Description | OCT 2008 | OCT 2009 | YR TO DATE |
|--------|-------------------------------------|----------|----------|------------|
| 2900-0 | DAMAGE TO PROPERTY | 8 | 4 | 44 |
| 3000-1 | RETAIL FRAUD - MISREPRESENTATION | 0 | 0 | 1 |
| 3000-2 | RETAIL FRAUD - THEFT | 0 | 0 | 4 |
| 3000-3 | RETAIL FRAUD - REFUND/EXCHANGE | 0 | 0 | 0 |
| 3500-1 | VIOLATION OF CONTROLLED SUBSTANCE | 2 | 2 | 19 |
| 3500-2 | NARCOTIC EQUIPMENT VIOLATIONS | 0 | 0 | 1 |
| 3600-1 | SEXUAL PENETR'N NONFORCIBLE BLOOD/A | 0 | 0 | 0 |
| 3600-2 | SEXUAL PENETR'N NONFORCIBLE OTHER | 0 | 0 | 0 |
| 3600-3 | PEEPING TOM | 0 | 0 | 0 |
| 3600-4 | SEX OFFENSE - OTHER | 0 | 0 | 0 |
| 3700-0 | OBSCENITY | 0 | 0 | 2 |
| 3800-1 | FAMILY - ABUSE/NEGLECT NONVIOLENT | 0 | 0 | 1 |
| 3800-2 | FAMILY - NONSUPPORT | 0 | 0 | 0 |
| 3800-3 | FAMILY - OTHER | 0 | 0 | 1 |
| 3900-1 | GAMBLING - BETTING/WAGERING | 0 | 0 | 0 |
| 3900-2 | GAMBLING - OPERATING/PROMOTING/ASSI | 0 | 0 | 0 |
| 3900-3 | GAMBLING - EQUIPMENT VIOLATIONS | 0 | 0 | 0 |
| 3900-4 | GAMBLING - SPORTS TAMPERING | 0 | 0 | 0 |
| 4000-1 | COMMERCIALIZED SEX - PROSTITUTION | 0 | 0 | 0 |
| 4000-2 | COMMERCIALIZED SEX- ASSISTING/PROMO | 0 | 0 | 0 |
| 4100-1 | LIQUOR LICENSE - ESTABLISHMENT | 0 | 0 | 0 |
| 4100-2 | LIQUOR VIOLATIONS - OTHER | 1 | 0 | 4 |
| 4200-0 | DRUNKENNESS | 0 | 0 | 0 |
| 4800-0 | OBSTRUCTING POLICE | 0 | 0 | 3 |
| 4900-0 | ESCAPE/FLIGHT | 0 | 0 | 0 |
| 5000-0 | OBSTRUCTING JUSTICE | 5 | 2 | 16 |
| 5100-0 | BRIBERY | 0 | 0 | 0 |
| 5200-1 | WEAPONS OFFENSE - CONCEALED | 0 | 0 | 2 |
| 5200-2 | WEAPONS OFFENSE - EXPLOSIVES | 0 | 0 | 1 |
| 5200-3 | WEAPONS OFFENSE - OTHER | 0 | 0 | 2 |
| 5300-1 | DISORDERLY CONDUCT | 0 | 0 | 2 |
| 5300-2 | PUBLIC PEACE - OTHER | 1 | 1 | 6 |
| 5400-1 | HIT & RUN MOTOR VEHICLE ACCIDENT | 4 | 2 | 18 |
| 5400-2 | OUIL OR OUID | 14 | 1 | 30 |
| 5400-3 | DRIVING LAW VIOLATIONS | 12 | 5 | 66 |
| 5500-0 | HEALTH AND SAFETY | 3 | 2 | 14 |
| 5600-0 | CIVIL RIGHTS | 0 | 0 | 0 |
| 5700-1 | TRESPASS | 0 | 0 | 0 |
| 5700-2 | INVASION OF PRIVACY - OTHER | 0 | 0 | 0 |
| 5800-0 | SMUGGLING | 0 | 0 | 0 |
| 5900-0 | ELECTION LAWS | 0 | 0 | 0 |
| 6000-0 | ANTITRUST | 0 | 0 | 0 |
| 6100-0 | TAX/REVENUE | 0 | 0 | 0 |
| 6200-0 | CONSERVATION | 0 | 0 | 0 |
| 6300-0 | VAGRANCY | 0 | 0 | 0 |
| 7000-0 | JUVENILE RUNAWAY | 0 | 0 | 0 |
| 7300-0 | MISCELLANEOUS CRIMINAL OFFENSE | 0 | 0 | 1 |

Uniform Crime Report

Report Criteria:

| | | |
|------------------|----------------|--------------|
| Start File Class | End File Class | Print Zeros? |
| 0100-0 | 9900-9 | Yes |

| Class | Description | OCT 2008 | OCT 2009 | YR TO DATE |
|--------|-------------------------------------|----------|----------|------------|
| 7500-0 | SOLICITATION | 0 | 0 | 0 |
| 7700-0 | CONSPIRACY | 0 | 0 | 0 |
| 8900-1 | SERVICE OF COMMISSION PAPERS | 0 | 0 | 0 |
| 8900-2 | UNAUTHORIZED TRANSPORTATION | 0 | 0 | 0 |
| 8900-3 | VIOLATION OF RULES/REGISTRATION | 0 | 0 | 0 |
| 8900-4 | WARRANTS | 0 | 0 | 0 |
| 8900-5 | MOTOR CARRIER SAFETY RULES | 0 | 0 | 0 |
| 8900-6 | INSPECTIONS OF HOMES TO BE MOVED | 0 | 0 | 0 |
| 8900-7 | MIGRANT AGRICULTURE WORKERS TRANSP | 0 | 0 | 0 |
| 8900-9 | ALL OTHER MOTOR CARRIER VIOLATIONS | 0 | 0 | 0 |
| 9100-1 | DELINQUENT MINOR | 0 | 0 | 1 |
| 9100-2 | RUNAWAYS | 0 | 0 | 0 |
| 9200-1 | DIVORCE AND SUPPORT | 0 | 0 | 0 |
| 9200-2 | INCAPACITATION | 0 | 0 | 1 |
| 9200-3 | WALK-AWAY - MENTAL INSTITUTIONS ETC | 0 | 0 | 0 |
| 9200-4 | ORDER FOR PICKUP AND EXAMINATION | 0 | 0 | 0 |
| 9200-5 | CIVIL INFRACTION - ALCOHOL POSSES. | 0 | 0 | 0 |
| 9300-1 | PROPERTY DAMAGE ACCIDENT/PI | 9 | 7 | 78 |
| 9300-2 | NON-TRAFFIC PDA | 5 | 2 | 45 |
| 9300-3 | TRAFFIC VIOLATIONS/CIVIL INFRACTION | 0 | 0 | 0 |
| 9300-4 | TOWED VEHICLE | 1 | 2 | 5 |
| 9300-5 | TRAFFIC HAZARD/ABANDONED VEHICLE | 0 | 0 | 0 |
| 9300-6 | TRAFFIC POLICING | 0 | 0 | 0 |
| 9400-1 | FALSE ALARM ACTIVATION | 0 | 0 | 0 |
| 9400-2 | VALID ALARM ACTIVATION | 0 | 0 | 0 |
| 9400-3 | REST AREA/ROADSIDE PARK VIOLATIONS | 0 | 0 | 0 |
| 9500-1 | ACCIDENTAL FIRE | 0 | 0 | 0 |
| 9500-2 | ACCIDENTAL EXPLOSION | 0 | 0 | 0 |
| 9500-4 | OPEN BURNING | 0 | 0 | 0 |
| 9500-6 | FIRE-HAZARDOUS CONDITIONS | 0 | 0 | 0 |
| 9700-0 | ACCIDENTAL SHOOTING | 0 | 0 | 0 |
| 9700-5 | ACCIDENTAL DEATH-WATER | 0 | 0 | 0 |
| 9700-6 | ACCIDENT - ALL OTHER | 0 | 0 | 0 |
| 9800-2 | RECOVERED PROPERTY | 0 | 0 | 0 |
| 9800-3 | PROPERTY INSPECTION | 0 | 0 | 0 |
| 9800-4 | OTHER INSPECTIONS/WEAPONS | 8 | 6 | 55 |
| 9800-5 | ALARMS | 0 | 0 | 0 |
| 9800-6 | CIVIL | 1 | 2 | 12 |
| 9800-7 | SUSPICIOUS SITUATION | 3 | 2 | 25 |
| 9800-8 | LOST AND FOUND PROPERTY | 4 | 2 | 26 |
| 9800-9 | OVERDOSE | 0 | 1 | 7 |
| 9900-1 | SUICIDE | 0 | 0 | 3 |
| 9900-2 | DOA - NATURAL | 0 | 0 | 3 |
| 9900-3 | MISSING PERSON | 0 | 0 | 0 |
| 9900-7 | SAFEKEEPING | 0 | 0 | 0 |
| 9900-8 | DEPARTMENTAL ASSIST | 0 | 0 | 4 |
| 9900-9 | GENERAL - NON CRIMINAL | 10 | 4 | 50 |

Uniform Crime Report

Report Criteria:

| Start File Class | End File Class | Print Zeros? |
|------------------|----------------|--------------|
| 0100-0 | 9900-9 | Yes |

| Class | Description | OCT 2008 | OCT 2009 | YR TO DATE |
|---------|-------------|----------|----------|------------|
| Totals: | | 116 | 66 | 791 |

Public Works
Monthly Work Orders
11/04/09

| Work Order # | Location ID | Customer Name | Date Recd | Type |
|--------------------------|---------------------|---|----------------------|------------------|
| Work Order Status | | Service Address | Date Comp | |
| BXRP09-0008 Completed | CA10-008448-0000-01 | BIRDSALL, DUANE 8448 CAPPY LN | 10/06/09 10/07/09 | CURB BOX REPAIR |
| CKME09-0037 Completed | SP10-004292-0000-01 | AMRICH, THOMAS 4292 SPRINGBROOK DR | 10/02/09 10/02/09 | CHECK METER |
| CKME09-0038 Completed | CH20-009040-0000-02 | STIFF, BRADLEY 9040 CHESTERFIELD DR | 10/05/09 10/05/09 | CHECK METER |
| CKME09-0039 Completed | WA10-007485-0000-01 | JERISK, RENE'E 7485 WADE ST | 10/06/09 10/06/09 | CHECK METER |
| CKME09-0040 Completed | OA10-005248-0000-01 | KEENE, ROBIN 5248 OAKVIEW DR | 10/12/09 10/12/09 | CHECK METER |
| CKME09-0041 Completed | CA10-008408-0000-01 | MESSENGER, RICHARD 8408 CAPPY LN | 10/06/09 10/06/09 | CHECK METER |
| CKME09-0042 Completed | BR10-005071-0000-03 | FISHER, TAMMY 5071 BRADY ST | 10/09/09 10/09/09 | CHECK METER |
| CKME09-0043 Completed | FA10-005090-0000-01 | WEBB, JOHN 5090 FAIRCHILD ST | 10/07/09 10/07/09 | CHECK METER |
| CKME09-0044 Completed | AB10-007071-0000-01 | TAYLOR, JEFFREY 7071 ABBEY LN | 10/26/09 10/26/09 | CHECK METER |
| CKME09-0045 Completed | AB10-007074-0000-01 | GERALD, R L 7074 ABBEY LN | 10/26/09 10/26/09 | CHECK METER |
| CKME09-0046 Completed | J110-009243-0000-01 | BARRY, BENJAMIN 9243 JILL MARIE LN | 10/29/09 10/29/09 | CHECK METER |
| CKME09-0047 Completed | HI10-009275-0000-03 | LUMSDEN, JULIE 9275 HILL RD | 10/28/09 10/29/09 | CHECK METER |
| CKME09-0048 Completed | OX10-005155-0000-05 | FUSON, BRIAN 5155 OXFORD CT | 10/29/09 10/29/09 | CHECK METER |
| CKME09-0049 Completed | GR10-005338-0000-02 | HICKEY, CAROL 5338 GREENLEAF DR | 10/30/09 11/02/09 | CHECK METER |
| CKME09-0050 Completed | CH20-009055-0000-04 | SLACKTA, MICHELLE 9055 CHESTERFIELD DR | 10/30/09 10/30/09 | CHECK METER |
| FLAG09-0017 Completed | CI10-008083-0000-01 | CITY OF SWARTZ CREEK 8083 CIVIC DR | 10/12/09 10/15/09 | LOWER/RAISE FLAG |
| FLAG09-0018 Completed | CI10-008083-0000-01 | CITY OF SWARTZ CREEK 8083 CIVIC DR | 10/14/09 10/15/09 | LOWER/RAISE FLAG |
| FNRD09-0157 Completed | BR30-000171-0000-01 | AYERS, MARY LORENE 171 BROOKFIELD DR | 10/15/09 10/15/09 | FINAL READ |

| Work Order # | Location ID | Customer Name | Date Recd | Type |
|--------------------------|---------------------|---|----------------------|-------------------|
| Work Order Status | | Service Address | Date Comp | |
| FNRD09-0160 Completed | BR30-000161-0000-01 | HECT, RYAN 161 BROOKFIELD DR | 10/06/09 10/07/09 | FINAL READ |
| FNRD09-0161 Completed | DO10-005273-0000-06 | DICKERSON, VERONICA 5273 DON SHENK DR | 10/12/09 10/12/09 | FINAL READ |
| FNRD09-0162 Completed | BR30-000162-0000-01 | SIMPSON, ROBERT 162 BROOKFIELD DR | 10/15/09 10/15/09 | FINAL READ |
| FNRD09-0163 Completed | GR10-005173-0000-01 | ROBART, BRUCE 5173 GREENLEAF DR | 10/16/09 10/16/09 | FINAL READ |
| FNRD09-0164 Completed | J110-009272-0000-01 | STILES, JODI 9272 JILL MARIE LN | 10/30/09 11/02/09 | FINAL READ |
| GWO09-0105 Completed | CI10-008095-0000-01 | PERKINS LIBRARY 8095 CIVIC DR | 10/05/09 10/05/09 | GENERIC WORK ORDE |
| GWO09-0106 Completed | MO10-004453-0000-01 | MANCILLAS, ANDREW 4453 MORRISH RD | 10/12/09 10/13/09 | GENERIC WORK ORDE |
| GWO09-0107 Completed | CE10-009263-0000-01 | NEMER, DANNY 9263 CEDAR CREEK CT | 10/13/09 10/13/09 | GENERIC WORK ORDE |
| GWO09-0108 Completed | CI10-008095-0000-01 | PERKINS LIBRARY 8095 CIVIC DR | 10/20/09 10/20/09 | GENERIC WORK ORDE |
| GWO09-0109 | CI10-008083-0000-01 | CITY OF SWARTZ CREEK 8083 CIVIC DR | 10/30/09 | GENERIC WORK ORDE |
| MNT09-0028 Completed | CI10-008095-0000-01 | PERKINS LIBRARY 8095 CIVIC DR | 10/02/09 10/06/09 | BUILDING MAINTENA |
| MNT09-0029 Completed | CI10-008095-000B-01 | SENIOR CENTER 8095 CIVIC DR 000B | 10/08/09 10/08/09 | BUILDING MAINTENA |
| MNT09-0030 Completed | CI10-008083-0000-01 | CITY OF SWARTZ CREEK 8083 CIVIC DR | 10/08/09 10/09/09 | BUILDING MAINTENA |
| MNT09-0031 Completed | CI10-008095-0000-01 | PERKINS LIBRARY 8095 CIVIC DR | 10/16/09 10/16/09 | BUILDING MAINTENA |
| MTRP09-0075 Completed | CH20-009055-0000-04 | SLACKTA, MICHELLE 9055 CHESTERFIELD DR | 10/02/09 10/02/09 | METER REPAIR |
| MTRP09-0076 Completed | HE10-005166-0000-01 | YORK, KATHLEEN 5166 HELMSLEY DR | 10/02/09 10/02/09 | METER REPAIR |
| MTRP09-0077 Completed | CC10-007348-0000-01 | ANDERSON, SANDY 7348 CROSSCREEK DR | 10/06/09 10/06/09 | METER REPAIR |
| MTRP09-0078 Completed | MA20-008012-0000-02 | FONG, SUZANNE 8012 MAPLE ST | 10/05/09 10/05/09 | METER REPAIR |
| MTRP09-0079 Completed | WA10-007468-0000-02 | DOWD, JANA 7468 WADE ST | 10/10/09 10/10/09 | METER REPAIR |
| READ09-0046 Completed | AS10-000065-0000-03 | RUFF, STACEY & MELVIN 65 ASHLEY CIR | 10/14/09 10/14/09 | READ METER |

| Work Order # | Location ID | Customer Name | Date Recd | Type |
|--------------------------|---------------------|---|----------------------|----------------|
| Work Order Status | | Service Address | Date Comp | |
| READ09-0047 Completed | BR20-006449-0000-01 | DYN-AMERICA LAND INC 6449 BRISTOL RD | 10/30/09 10/30/09 | READ METER |
| READ09-0048 Completed | CA10-008449-0000-01 | COUCHMAN, WILLIAM 8449 CAPPY LN | 10/30/09 10/30/09 | READ METER |
| READ09-0049 Completed | CH20-009055-0000-04 | SLACKTA, MICHELLE 9055 CHESTERFIELD DR | 10/30/09 10/30/09 | READ METER |
| READ09-0050 Completed | MI10-007030-0000-01 | MARKADON, LLC 7030 MILLER RD | 10/30/09 10/30/09 | READ METER |
| READ09-0051 Completed | MI10-009041-0000-01 | MORGAN PROPERTIES 9041 MILLER RD | 10/30/09 10/30/09 | READ METER |
| READ09-0052 Completed | MO10-005116-0000-06 | SULLENGER, CHAD 5116 MORRISH RD | 10/30/09 10/30/09 | READ METER |
| READ09-0053 | GR20-007445-0000-03 | JEDA AMERICA 7445 GROVE ST | 10/30/09 | READ METER |
| TRDN09-0007 | CA10-008409-0000-01 | CHIOTTI, FRANK 8409 CAPPY LN | 10/21/09 | TREE-TAKE DOWN |
| TRDN09-0012 CANCELLED | CA10-008409-0000-01 | CHIOTTI, FRANK 8409 CAPPY LN | 10/21/09 10/21/09 | TREE-TAKE DOWN |
| WOFF09-0176 Completed | JI10-009219-0000-01 | MILLER, WILSON 9219 JILL MARIE LN | 10/18/09 10/18/09 | WATER TURN OFF |
| WOFF09-0177 Completed | CA10-008448-0000-01 | BIRDSALL, DUANE 8448 CAPPY LN | 10/01/09 10/01/09 | WATER TURN OFF |
| WOFF09-0178 Completed | SP10-004430-0000-01 | HEIDTKE, CHARLES 4430 SPRINGBROOK DR | 10/12/09 10/12/09 | WATER TURN OFF |
| WOFF09-0179 Completed | SC10-004985-SPRI-01 | MARI-DAN MILLER FARMS 4985 SCHAFER # SPRI DR | 10/01/09 10/01/09 | WATER TURN OFF |
| WOFF09-0180 Completed | FO20-008059-0000-00 | VETERAN'S MEMORIAL 8059 PAUL FORTINO DR | 10/06/09 10/06/09 | WATER TURN OFF |
| WOFF09-0181 Completed | FA10-005090-0000-01 | WEBB, JOHN 5090 FAIRCHILD ST | 10/07/09 10/07/09 | WATER TURN OFF |
| WOFF09-0182 Completed | CH20-008517-0000-03 | FARNER, LISA 8517 CHESTERFIELD DR | 10/14/09 10/14/09 | WATER TURN OFF |
| WOFF09-0183 Completed | SE20-005225-0000-01 | STEBBINS, DAVID 5225 SEYMOUR RD | 10/07/09 10/07/09 | WATER TURN OFF |
| WOFF09-0184 Completed | MI10-006176-0000-01 | EVANS, ALFRED 6176 MILLER RD | 10/08/09 10/08/09 | WATER TURN OFF |
| WOFF09-0185 Completed | WI10-005363-0000-01 | WINSHALL PARK 5363 WINSHALL DR | 10/30/09 10/30/09 | WATER TURN OFF |
| WOFF09-0186 Completed | BR20-007181-0000-02 | EVANS, ROBERT 7181 BRISTOL RD | 10/15/09 10/15/09 | WATER TURN OFF |

| Work Order # | Location ID | Customer Name | Date Recd | Type |
|--------------------------|---------------------|--|----------------------|----------------|
| Work Order Status | | Service Address | Date Comp | |
| WOFF09-0187 Completed | CC10-007369-0000-01 | DEGAYNER, FELTON 7369 CROSSCREEK DR | 10/16/09 10/19/09 | WATER TURN OFF |
| WOFF09-0188 Completed | DO10-005190-0000-01 | CARROLL, MARVIN 5190 DON SHENK DR | 10/14/09 10/14/09 | WATER TURN OFF |
| WOFF09-0189 Completed | SC20-005122-0000-01 | STERLING, JAMES 5122 SCHOOL ST | 10/12/09 10/12/09 | WATER TURN OFF |
| WOFF09-0190 Completed | HI20-004193-0000-01 | PAVLIK, MARGARET K 4193 HICKORY LN | 10/15/09 10/15/09 | WATER TURN OFF |
| WOFF09-0191 Completed | EL10-004220-SPRI-01 | WENDYS INTERNATIONAL INC 4220 ELMS #SPRI RD | 10/22/09 10/22/09 | WATER TURN OFF |
| WOFF09-0192 Completed | CR10-008109-0000-01 | HARRISON, ROBERT 8109 CRAPO ST | 10/19/09 10/19/09 | WATER TURN OFF |
| WOFF09-0193 Completed | BR10-005032-0000-01 | SAVAGE, BERNADETTE 5032 BRADY ST | 10/19/09 10/19/09 | WATER TURN OFF |
| WOFF09-0194 Completed | SE20-005170-0000-02 | STEBBINS, MICHAEL 5170 SEYMOUR RD | 10/19/09 10/19/09 | WATER TURN OFF |
| WOFF09-0195 Completed | EL10-003287-0000-01 | HAIGHT, ARLENE 3287 ELMS RD | 10/19/09 10/19/09 | WATER TURN OFF |
| WOFF09-0196 Completed | SP20-007460-0000-01 | RENO, RICHARD 7460 SPRINGBROOK CT | 10/26/09 10/26/09 | WATER TURN OFF |
| WOFF09-0197 Completed | BR20-007297-0000-01 | HORNER, JAMES 7297 BRISTOL RD | 10/26/09 10/26/09 | WATER TURN OFF |
| WOFF09-0198 Completed | DA10-005189-0000-02 | WILLIAMS, SHELLY 5189 DAVAL DR | 10/21/09 10/21/09 | WATER TURN OFF |
| WOFF09-0199 CANCELLED | DU10-005346-0000-01 | GRAZIANO, REBECCA 5346 DURWOOD DR | 10/21/09 10/21/09 | WATER TURN OFF |
| WOFF09-0200 CANCELLED | HT10-003432-0000-02 | BARBER, RAYMOND 3432 HERITAGE BLVD | 10/21/09 10/21/09 | WATER TURN OFF |
| WOFF09-0201 Completed | SE20-005300-0000-01 | SMITH, THOMAS 5300 SEYMOUR RD | 10/26/09 10/26/09 | WATER TURN OFF |
| WOFF09-0202 Completed | CA10-008347-0000-01 | ALLMAN, DOROTHY 8347 CAPPY LN | 10/29/09 10/29/09 | WATER TURN OFF |
| WOFF09-0203 Completed | CH20-008481-0000-02 | MCCORMICK, MARTIN 8481 CHESTERFIELD DR | 10/28/09 10/28/09 | WATER TURN OFF |
| WOFF09-0204 CANCELLED | MO10-005138-0000-03 | NICHOLSON, BRIAN 5138 MORRISH RD | 10/28/09 10/28/09 | WATER TURN OFF |
| WOFF09-0205 CANCELLED | MI10-008169-0000-03 | JAGGAER, MICHAEL 8169 MILLER RD | 10/28/09 | WATER TURN OFF |
| WOFF09-0206 Completed | MI10-007297-0000-01 | PARIS, REBECCA 7297 MILLER RD | 10/28/09 10/28/09 | WATER TURN OFF |

| Work Order # | Location ID | Customer Name | Date Recd | Type |
|--------------------------|---------------------|---|----------------------|----------------|
| Work Order Status | | Service Address | Date Comp | |
| WOFF09-0207 CANCELLED | MA20-008099-0000-01 | MAC AULEY, ALGER 8099 MAPLE ST | 10/28/09 10/28/09 | WATER TURN OFF |
| WOFF09-0208 CANCELLED | J110-009243-0000-01 | BARRY, BENJAMIN 9243 JILL MARIE LN | 10/28/09 10/28/09 | WATER TURN OFF |
| WOFF09-0209 Completed | PA10-007163-0000-04 | LEVALLEY REAL ESTATE 7163 PARK RIDGE PKY | 10/30/09 10/30/09 | WATER TURN OFF |
| WTON09-0147 Completed | CH20-008517-0000-03 | FARNER, LISA 8517 CHESTERFIELD DR | 10/07/09 10/07/09 | WATER TURN ON |
| WTON09-0148 Completed | PA10-007163-0000-03 | MARTIN, VALERIE 7163 PARK RIDGE PKY | 10/07/09 10/07/09 | WATER TURN ON |
| WTON09-0150 Completed | SE20-005225-0000-01 | STEBBINS, DAVID 5225 SEYMOUR RD | 10/07/09 10/07/09 | WATER TURN ON |
| WTON09-0151 Completed | SC20-005027-0000-05 | EDMONDS, LANNY 5027 SCHOOL ST | 10/08/09 10/08/09 | WATER TURN ON |
| WTON09-0152 Completed | CO20-007477-0000-03 | BACKHAUT, LEON 7477 COUNTRY MEADOW DR | 10/12/09 10/12/09 | WATER TURN ON |
| WTON09-0153 Completed | OA10-005289-0000-03 | VARNELL, POPLAR 5289 OAKVIEW DR | 10/19/09 10/19/09 | WATER TURN ON |
| WTON09-0154 Completed | SE20-005170-0000-02 | STEBBINS, MICHAEL 5170 SEYMOUR RD | 10/19/09 10/19/09 | WATER TURN ON |
| WTON09-0155 Completed | CR10-008109-0000-01 | HARRISON, ROBERT 8109 CRAPO ST | 10/19/09 10/19/09 | WATER TURN ON |
| WTON09-0156 Completed | BR10-005032-0000-01 | SAVAGE, BERNADETTE 5032 BRADY ST | 10/20/09 10/20/09 | WATER TURN ON |
| WTON09-0157 Completed | MI10-006176-0000-01 | EVANS, ALFRED 6176 MILLER RD | 10/21/09 10/21/09 | WATER TURN ON |
| WTON09-0158 Completed | DA10-005189-0000-02 | WILLIAMS, SHELLY 5189 DAVAL DR | 10/22/09 10/22/09 | WATER TURN ON |
| WTON09-0159 Completed | EL10-003287-0000-01 | HAIGHT, ARLENE 3287 ELMS RD | 10/23/09 10/23/09 | WATER TURN ON |
| WTON09-0160 Completed | IN10-008051-0000-02 | FULKERSON, PATRICIA 8051 INGALLS ST | 10/26/09 10/26/09 | WATER TURN ON |
| WTON09-0161 CANCELLED | GR20-007468-0000-01 | YOUNG, NICHOLAS 7468 GROVE ST | 10/28/09 10/28/09 | WATER TURN ON |
| WTON09-0162 Completed | CH20-008517-0000-03 | FARNER, LISA 8517 CHESTERFIELD DR | 10/28/09 10/28/09 | WATER TURN ON |
| WTON09-0163 Completed | EL10-003498-0000-01 | RIDLEY, LILLIAN 3498 ELMS RD | 10/29/09 10/29/09 | WATER TURN ON |

Total Records: 97

DPS ACTIVITY - OCTOBER 2009

| | REG | HOL | VAC | ABSENT | OT | DT |
|------------------------------|----------------|-------------|--------------|--------------|--------------|--------------|
| 101 GENERAL FUND | | | | | | |
| 101.0 COUNCIL | 18.44 | | 0.10 | 0.67 | | |
| 172.0 EXECUTIVE | | | | | | |
| 253.0 TREASURER | 13.83 | | 0.08 | 0.50 | | |
| 257.0 ASSESSOR | 2.30 | | 0.01 | 0.08 | | |
| 262.0 ELECTIONS | 20.75 | | 0.10 | 0.74 | | |
| 301.0 POLICE | | | | | | |
| 410.0 BLG-ADMIN-OBRIEN | | | | | | |
| 781.0 AMPHI-PARK | | | | | | |
| 782.0 WINSHALL PARK | 6.45 | | 0.07 | 0.13 | | |
| 782.0 WINSHALL GARBAGE | 33.00 | | 0.53 | 1.25 | 6.00 | 6.00 |
| 783.0 ELMS PARK | 10.45 | | 0.18 | 0.19 | | |
| 783.0 ELMS GARBAGE | 33.00 | | 0.53 | 1.25 | 6.00 | 6.00 |
| 784.0 BICENT. PARK | | | | | | |
| 790.0 LIBRARY/SENIOR | 20.50 | | 0.58 | 0.01 | | |
| 792.0 P S BLDG | 19.50 | | 0.58 | 0.01 | | |
| 793.0 CITY HALL | 13.50 | | 0.20 | 0.01 | | |
| 794.0 COMM PROMO | 21.00 | | 0.77 | 0.46 | 4.00 | |
| 796.0 CEMETERY | 4.00 | | | | | |
| 202 MAJOR STREET FUND | | | | | | |
| 429.0 SAFETY | | | | | | |
| 463.0 STREET MAIN | 73.00 | | 1.41 | 1.37 | | |
| 474.0 TRAFFIC | 3.00 | | 0.04 | | | |
| 478.0 SNOW & ICE | | | | | | |
| 482.0 ADMIN | | | | | | |
| 203 LOCAL STREET FUND | | | | | | |
| 429.0 SAFETY | | | | | | |
| 463.0 STREET MAIN | 33.00 | | 0.27 | 0.09 | | |
| 474.0 TRAFFIC | 27.00 | | 0.46 | 0.05 | | |
| 478.0 SNOW & ICE | | | | | | |
| 482.0 ADMIN | 11.57 | | 1.32 | 0.30 | | |
| 226 GARBAGE FUND | | | | | | |
| 528.0 COLLECT | 110.92 | | 0.15 | 4.75 | | |
| 530.0 WOODCHIPPING | 150.45 | | 5.50 | 4.46 | | |
| 793.0 CITY HALL | 3.50 | | 0.20 | 0.01 | | |
| 590 WATER | | | | | | |
| 540.0 WATER SYSTEM | 259.20 | | 15.87 | 8.75 | | |
| 540.0 WATER-ON CALL | 4.00 | | 0.07 | 0.05 | | |
| 542.0 READ & BILL | 171.22 | | 4.74 | 3.24 | 1.00 | |
| 793.0 CITY HALL | 3.50 | | 0.20 | 0.01 | | |
| 591 SEWER | | | | | | |
| 536.0 SEWER SYSTEM | 123.20 | | 11.78 | 2.62 | | |
| 536.0 SEWER-ON CALL | 4.00 | | 0.07 | 0.05 | | |
| 537.0 LIFT STATION | 20.00 | | 0.75 | 0.31 | | |
| 542.0 READ & BILL | 93.22 | | 1.67 | 3.57 | | |
| 793.0 CITY HALL | 3.50 | | 0.20 | 0.01 | | |
| 661 MOTOR POOL FUND | | | | | | |
| 795.0 CITY GARAGE | 50.00 | | 0.82 | 2.81 | | |
| | 1361.00 | 0.00 | 49.25 | 37.75 | 17.00 | 12.00 |
| HOLIDAY | | | | | | |
| VACATION | | | | | | |
| ABSENT | | | | | | |
| DAILY HOURS TOTAL | 1361.00 | 0.00 | 49.25 | 37.75 | 17.00 | 12.00 |

| Oct-09 | MILES DRIVEN | | GALLONS GAS PURCHASED | | GALLONS DIESEL PURCHASED |
|---------------------|--------------|--|-----------------------------|--|--------------------------------|
| #1 P/U 4WD | | | | | |
| #3 P/U 4WD | 427 | | 49 | | |
| 07-03 P/U 4WD | 355 | | | | 47 |
| 09-03 P/U 4WD | 953 | | | | 75 |
| #2 P/U 2WD | 408 | | 46 | | |
| #6-00 BACKHOE | | | | | |
| #9 DUMP | 13 | | 32 | | |
| #10 DUMP | | | | | |
| #11 DUMP | 148 | | 27 | | |
| #12-02 DUMP | 8 | | | | |
| #12-04 DUMP | 27 | | | | |
| #12-99 GENERATOR | | | | | |
| #9-02 BRUSH HOG | | | | | |
| #17 CASE BACKHOE | | | | | |
| #19 JD TRACTOR | | | | | |
| #06-99 BUCKET TRUCK | | | | | |
| #21 WOOD CHIPPER | | | | | 24 |
| #807 STREET SWEEPER | 676 | | | | 521 |
| #42 ASPHALT HEATER | | | | | |
| #37 TRAIL ARROW | | | | | |
| #10-98 3" PUMP | | | | | |
| #28A 3" PUMP | | | | | |
| 3" PUMP | | | | | |
| #30 4" PUMP | | | | | |
| #31 4" PUMP | | | | | |
| #32 4" PUMP | | | | | |
| 1" PUMP | | | | | |
| S-10 | 422 | | 13 | | |
| TOTAL | 3437 | | 167 | | 666 |

11/02/2009
12:36 pm

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 10/01/2009 - 10/31/2009
Bank GEN

PAGE 1

| Check Date | Bank/Check # | Name | Description | Amount | Voided? |
|------------|--------------|---------------------------------|------------------------------------|---------------|---------|
| 10/1/2009 | GEN 32522 | ARROW UNIFORM RENTAL | MATS, SUPPLIES | 26.63 | |
| | | | UNIFORMS, MATS, SUPPLIES, ENV. | 76.22 | |
| | | | | <u>102.85</u> | |
| 10/1/2009 | GEN 32523 | ATHERTON ROAD SALES & SERVICE | WATER PUMP | 329.99 | |
| 10/1/2009 | GEN 32524 | CHOICEPOINT | CLINIC COLLECTION/MILEAGE | 1.40 | |
| 10/1/2009 | GEN 32525 | DELTA VISION | OCT 09 VISION - RETIREES (3) | 13.64 | |
| 10/1/2009 | GEN 32526 | FIBERTEC ENVIRONMENTAL SERVICES | STREET SWEEPINGS ANALYSIS | 148.00 | |
| 10/1/2009 | GEN 32527 | FLINT JOURNAL | FARMERS MARKET AD | 79.80 | |
| | | | FARMERS MARKET AD | 79.80 | |
| | | | | <u>159.60</u> | |
| 10/1/2009 | GEN 32528 | KNAPHEIDE TRUCK EQUIPMENT | COMPACT FLASH TUBE | 22.46 | |
| 10/1/2009 | GEN 32529 | LIQUIFORCE SEWER SERVICES | RELINING OF SECTIONS OF SEWER | 168,860.00 | |
| 10/1/2009 | GEN 32530 | MGFOA | 09-10 MEMBERSHIP/MARY JO CLARK | 75.00 | |
| 10/1/2009 | GEN 32531 | MICHIGAN FENCE CO INC | FURNISH/INSTALL/REMOVE TEMP FENCE | 975.00 | |
| 10/1/2009 | GEN 32532 | PLANTE & MORAN PLLC | FY 2009 AUDIT SERVICES | 9,633.00 | |
| 10/1/2009 | GEN 32533 | ROWE PROFESSIONAL SERVICES CO | CONSTRUCTION ENGINEERING/SR CTR | 2,348.50 | |
| 10/1/2009 | GEN 32534 | SUBURBAN AUTO SUPPLY | ANTI-FREEZE | 11.99 | |
| 10/1/2009 | GEN 32535 | SWARTZ CREEK SCHOOLS | 10 CASES OF COPY PAPER | 251.00 | |
| 10/1/2009 | GEN 32536 | THOMPSON SERVICE | REPAIR SHIFT CABLE/TOWING | 100.00 | |
| 10/1/2009 | GEN 32537 | WINS ELECTRICAL SUPPLY CO INC | MOG MH LMP (2) | 33.80 | |
| 10/8/2009 | GEN 32538 | ADVANCE GLOVE AND SAFETY CO | EAR PLUGS/FIRST AID KIT/RESPIRATOR | 88.00 | |
| 10/8/2009 | GEN 32539 | AFLAC | SEPT DEDUCTION/JAWORSKI | 16.15 | |
| 10/8/2009 | GEN 32540 | ARROW UNIFORM RENTAL | MATS, SUPPLIES | 26.63 | |

| | | | | |
|-----------|-----------|---------------------------|---|----------------|
| | | | UNIFORMS, MATS, SUPPLIES, ENV. | <u>76.22</u> |
| | | | | 102.85 |
| 10/8/2009 | GEN 32541 | BADGLEY CONSTRUCTION | CONCRETE REPAIR/5269 OAKVIEW/WTR MN BRK | 336.00 |
| | | | CONCRETE REPAIR/5380 DON SHENK | 285.60 |
| | | | CONCRETE REPAIR/5304 DON SHENK | <u>84.00</u> |
| | | | | 705.60 |
| 10/8/2009 | GEN 32542 | BARB ROBERTSON | DDA FACADE PROGRAM REIMB | 1,409.52 |
| 10/8/2009 | GEN 32543 | BASIC | COPAY/OFFICE VISIT/KORTH/ESKEW/SVRCEK | 145.81 |
| 10/8/2009 | GEN 32544 | BRADYS BUSINESS SYSTEMS | COPY MACH MAINT AGRMNT 9/15-10/15/09 | 44.00 |
| 10/8/2009 | GEN 32545 | CITY OF SWARTZ CREEK | PROJECT FRESH VOUCHERS REIMB | 100.00 |
| 10/8/2009 | GEN 32546 | CONSUMERS ENERGY | 8/29-9/29/09 A 8100 CIVIC DR | 872.67 |
| 10/8/2009 | GEN 32547 | CONSUMERS ENERGY | 8/29-9/29/09 A 8059 FORTINO DR | 44.32 |
| 10/8/2009 | GEN 32548 | CONSUMERS ENERGY | 8/30-9/30/09 A WINSHALL RESTROOMS | 29.10 |
| 10/8/2009 | GEN 32549 | CONSUMERS ENERGY | 8/30-9/29/09 E 5127 MORRISH RD | 19.98 |
| 10/8/2009 | GEN 32550 | CONSUMERS ENERGY | 8/29-9/29/09 A 8083 CIVIC DR | 733.54 |
| 10/8/2009 | GEN 32551 | CONSUMERS ENERGY | 8/30-9/30/09 A 5257 WINSHALL DR | 19.66 |
| 10/8/2009 | GEN 32552 | CONSUMERS ENERGY | 9/1-9/30/09 A 8011 MILLER RD | 19.66 |
| 10/8/2009 | GEN 32553 | CONSUMERS ENERGY | 9/1-9/30/09 4524 MORRISH RD | 44.94 |
| 10/8/2009 | GEN 32554 | CONSUMERS ENERGY | 9/1-9/30/09 TRAFFIC LIGHTS | 356.60 |
| 10/8/2009 | GEN 32555 | CONSUMERS ENERGY | 9/1-9/30/09 SIRENS | 22.02 |
| 10/8/2009 | GEN 32556 | CONSUMERS ENERGY | 9/1-9/30/09 ELMS PARKING LOT | 29.33 |
| 10/8/2009 | GEN 32557 | CONSUMERS ENERGY | 9/1-9/30/09 A 9099 MILLER RD | 28.78 |
| 10/8/2009 | GEN 32558 | CONSUMERS ENERGY | 8/29-9/29/09 A 8095 CIVIC DR | 710.69 |
| 10/8/2009 | GEN 32559 | CONSUMERS ENERGY | 8/30-9/30/09 E 5361 WINSHALL DR | 19.66 |
| 10/8/2009 | GEN 32560 | CONSUMERS ENERGY | 9/1-9/30/09 A 8301 CAPPY LN | 212.10 |
| 10/8/2009 | GEN 32561 | CONSUMERS ENERGY | 9/1-9/29/09 A 8499 MILLER RD | 15.96 |
| 10/8/2009 | GEN 32562 | DICTATING MACHINE SERVICE | REPLACE OF SONY BI-85 #502614 | 170.28 |
| 10/8/2009 | GEN 32563 | ELITE BUSINESS PRODUCTS | SUPPLIES-POST ITS/PRINTER CART. | 125.47 |
| | | | RETURN PORTFOLIO W/HANDLES | <u>(15.49)</u> |
| | | | | 109.98 |

| | | | | |
|-----------|-----------|--------------------------|---|----------------|
| 10/8/2009 | GEN 32564 | FLINT WELDING SUPPLY | ACETYLENE DISSOLVED | 63.34 |
| 10/8/2009 | GEN 32565 | GILL ROYS HARDWARE | 2-CYCLE OIL | 9.99 |
| | | | 60 LB MORTOR MIX (3) | 13.74 |
| | | | GAL HVY DUTY LIQUID SOAP | 16.99 |
| | | | 60 LB MORTAR MIX (2) | 9.16 |
| | | | ROUND STEEL ROD | 8.99 |
| | | | LIQUID SOAP REFILLS | 7.86 |
| | | | NUTS/BOLTS/SCREWS | 4.00 |
| | | | FOAM WASP & HORNET KILLER | 2.68 |
| | | | YELLOW PAINT/BRUSHES (6) | 42.82 |
| | | | 9V BATTERY/CABLE TIE | 10.97 |
| | | | OUTDOOR BLANK COVER (ELEC BOX) | 5.78 |
| | | | RED PAINT/PAINT BRUSHES (4) | 14.54 |
| | | | HAND SOAP | 16.28 |
| | | | CAUTION TAPE | 13.99 |
| | | | WHITE MOTION SWITCH | 18.49 |
| | | | FURNACE FILTER | 10.47 |
| | | | LIQUID SOAP REFILL | 8.34 |
| | | | AAA BATTERIES | 7.48 |
| | | | SEPT DISCOUNT | <u>(10.70)</u> |
| | | | | 211.87 |
| 10/8/2009 | GEN 32566 | INFINITE SOLUTIONS | UPDATE DRAWING LEIN APPRVL STATE FOR PD | 150.00 |
| | | | WIRELESS DESKTOP & MOUSE | <u>35.71</u> |
| | | | | 185.71 |
| 10/8/2009 | GEN 32567 | LETAVIS ENTERPRISES INC. | 13 VEH. WASHES @ \$6.75 EA JULY 09 | 87.75 |
| | | | 17 VEH.WASHES @ WASHES EA. AUG 09 | <u>114.75</u> |
| | | | | 202.50 |

| | | | | |
|------------|-----------|--------------------------------|--|-----------------|
| 10/8/2009 | GEN 32568 | MICHIGAN STATE POLICE | ABANDON VEH TRAINING STORMS | 20.00 |
| 10/8/2009 | GEN 32569 | MIKES SERVICES | MOW & TRIM 9/3/09 CITY PROPERTIES | 295.00 |
| | | | MOW & TRIM 9/9/09 CITY PROPERTIES | 190.00 |
| | | | MOW & TRIM 9/11/09 CITY PROPERTIES | 350.00 |
| | | | MOW & TRIM 9/11/09 8444 CAPPY LN | 45.00 |
| | | | MOW & TRIM 9/18/09 CITY PROPERTIES | 295.00 |
| | | | MOW & TRIM 9/23/09 CITY PROPERTIES | 255.00 |
| | | | MOW & TRIM 9/24/09 CITY PROPERTIES | 185.00 |
| | | | MOW & TRIM 9/24/09 CITY PROPERTIES | 220.00 |
| | | | MOW & TRIM 9/11/09 5341 MILLER | 45.00 |
| | | | MOW & TRIM 9/11/09 6025 MILLER | 45.00 |
| | | | | <u>1,925.00</u> |
| 10/8/2009 | GEN 32570 | NATIONAL PATENT ANALYTICAL SYS | MAINT AGREEMENT DATAMASTER 10/1-9/30/09 | 898.48 |
| 10/8/2009 | GEN 32571 | NELSON HYDRAULIC SERVICE, INC. | NEW CHARLYNN FRONT COVER | 57.95 |
| 10/8/2009 | GEN 32572 | POLICE OFFICERS LABOR COUNCIL | FOP DUES/JAWORSKI/1 MO. OCTOBER | 42.75 |
| 10/8/2009 | GEN 32573 | RWS OF MID MICHIGAN | GARBAGE/RECYCLING/YARD WASTE FY10 | 19,041.66 |
| | | | SEPT FUEL/ENVIRO FEE | <u>134.82</u> |
| | | | | 19,176.48 |
| 10/8/2009 | GEN 32574 | SIBYL HARTLEY | DAILY TIME SHEETS (PADS) | 95.00 |
| | | | REPORT FORMS (PADS) | <u>80.00</u> |
| | | | | 175.00 |
| 10/8/2009 | GEN 32575 | SOUPAL CLEANERS | AUG 09 UNIFORM CLEANING | 78.50 |
| 10/8/2009 | GEN 32576 | UPS | SHIPPING UPS | 20.67 |
| 10/8/2009 | GEN 32577 | VALLEY PETROLEUM | SEPT 09 FUEL USEAGE - POLICE | 1,386.21 |
| 10/8/2009 | GEN 32578 | VALLEY PETROLEUM | SEPT 09 FUEL USEAGE - DPW | 696.19 |
| 10/8/2009 | GEN 32579 | VERMEER OF MICHIGAN | BLADE SHARPENING/FREIGHT | 45.29 |
| 10/15/2009 | GEN 32580 | ADVANCED RANGES INC | RENT OF RANGE FOR DEPT FIREARMS TRAINING | 295.00 |
| 10/15/2009 | GEN 32581 | ALL ABOUT PLAY INC | REPLACEMENT BUBBLE | 214.84 |

| | | | | |
|------------|-----------|-------------------------|--|-----------------|
| 10/15/2009 | GEN 32582 | AMERICAN MESSAGING | OCT 09 SERVCS 810-833-2563/810-833-1159 | 19.54 |
| 10/15/2009 | GEN 32583 | ARROW UNIFORM RENTAL | MATS, SUPPLIES | 26.69 |
| | | | UNIFORMS, MATS, SUPPLIES, ENV. | <u>76.40</u> |
| | | | | 103.09 |
| 10/15/2009 | GEN 32584 | AT & T | 8/1-8/31/09 810 R01-7836 523 0 LEIN | 59.10 |
| | | | 9/1-9/30/09 810 R01-7836 523 0 LEIN | 70.10 |
| | | | FINAL BILL 810 R01-7836 523 0 LEIN | <u>(108.19)</u> |
| | | | | 21.01 |
| 10/15/2009 | GEN 32585 | CONSUMERS ENERGY | 9/3-10/2/09 E 4125 ELMS RD | 38.10 |
| 10/15/2009 | GEN 32586 | CONSUMERS ENERGY | 9/3-10/2/09 A 4125 ELMS RD PAVILION | 20.74 |
| 10/15/2009 | GEN 32587 | CUMMINS BRIDGEWAY | ANNUAL INSPECTION/REPAIRS CAPPY LIFT STN | 650.00 |
| | | | CLEANED FUEL TANK | <u>1,067.22</u> |
| | | | | 1,717.22 |
| 10/15/2009 | GEN 32588 | DEE CRAMER | REPAIR FAN/SR CENTER | 196.25 |
| 10/15/2009 | GEN 32589 | FLINT JOURNAL | FARMERS MARKET AD | 79.80 |
| 10/15/2009 | GEN 32590 | FLINT WELDING SUPPLY | CYLINDER COMPRESSED OXYGEN | 5.00 |
| 10/15/2009 | GEN 32591 | GEN CTY ROAD COMMISSION | RAUBINGER ROAD BRIDGE REPLACEMENT | 32,048.56 |
| 10/15/2009 | GEN 32592 | KHALIL NEMER | JULY 09 MONTHLY RENT 5438 MILLER AMB BLD | 758.34 |
| | | | AUG 09 MONTHLY RENT 5438 MILLER AMB BLDG | 758.34 |
| | | | SEPT 09 MONTHLY RENT 5438 MILLER AMB BLD | 758.34 |
| | | | OCT 09 MONTHLY RENT 5438 MILLER AMB BLDG | <u>758.34</u> |
| | | | | 3,033.36 |
| 10/15/2009 | GEN 32593 | LEON BUNING | INSPECTION 4433 WINDSOR CT APT 108 | 35.00 |
| 10/15/2009 | GEN 32594 | NEXTEL COMMUNICATIONS | SEPT 09 MONTHLY BILL | 503.69 |

| | | | | |
|------------|-----------|----------------------------------|--|-----------------|
| 10/15/2009 | GEN 32595 | PAUL BUECHE | GEN CTY SMALL CITIES MTG 10/7/09 JT'S | 66.00 |
| 10/15/2009 | GEN 32596 | RIO SUPPLY MICHIGAN METER INC | METERS & METER SUPPLIES | 2,589.00 |
| 10/15/2009 | GEN 32597 | ROWE PROFESSIONAL SERVICES CO | BRISTOL&MORRISH IMPR/PAVEMENT MARKINGS | 1,395.50 |
| 10/15/2009 | GEN 32598 | RWS OF MID MICHIGAN | GARBAGE PICKUP/HOMETOWN DAYS | 399.20 |
| 10/15/2009 | GEN 32599 | SCHAEFER'S OFFICE SOURCE | TISSUE/TOWELS | 164.98 |
| 10/15/2009 | GEN 32600 | SIMEN FIGURA & PARKER PLC | SEPT 09 GENERAL/TRAFFIC/ORDIN | 2,282.00 |
| 10/15/2009 | GEN 32601 | SMITTY'S TOWING AND AUTO SERVICE | TOWING MOTORCYCLE FOR REPAIR | 200.00 |
| 10/15/2009 | GEN 32602 | STATE OF MICHIGAN-DEQ WTR | DRINKING WATER LAB TESTING | 128.00 |
| 10/15/2009 | GEN 32603 | STEVENS GLASS INC | BACK WINDOW REPLACEMENT | 299.00 |
| 10/15/2009 | GEN 32604 | SUBURBAN AUTO SUPPLY | DIESEL 911 | 9.99 |
| 10/15/2009 | GEN 32605 | THOMAS SVRCEK | BATTERIES/COFFEE & SUPPLIES | 60.66 |
| | | | TIRE INNER TUBE | 17.99 |
| | | | | <u>78.65</u> |
| 10/15/2009 | GEN 32606 | VERIZON NORTH | 10/1-11/1/09 635-4401 | 135.85 |
| 10/22/2009 | GEN 32607 | AMERICAN PLANNING ASSOCIATION | APA DUES NATIONAL/MICH/AICP/JOURNAL FEES | 418.00 |
| 10/22/2009 | GEN 32608 | ARROW UNIFORM RENTAL | UNIFORMS, MATS, SUPPLIES, ENV. | 88.57 |
| | | | MATS, SUPPLIES | 26.69 |
| | | | | <u>115.26</u> |
| 10/22/2009 | GEN 32609 | BELL EQUIPMENT CO | BULB SEAL/SUCTION HOSE/4 PIECE BROOM SET | 1,260.29 |
| 10/22/2009 | GEN 32610 | BLUE CARE NETWORK-EAST MI | NOV 09 MED INS KELLY | 600.46 |
| | | | NOV 09 MED INS PETRUCHA | 1,381.05 |
| | | | | <u>1,981.51</u> |
| 10/22/2009 | GEN 32611 | BRADYS BUSINESS SYSTEMS | COPY MACHINE MAINT AGRMNT 10/15-11/15/09 | 44.00 |
| 10/22/2009 | GEN 32612 | CHIEF SUPPLY CORPORATION | BOX RUBBER GLOVES (3) | 38.96 |
| | | | RETURN RUBBER GLOVES (3) | (29.97) |
| | | | | <u>8.99</u> |

| | | | | |
|------------|-----------|--------------------------|---|----------------|
| | | | | 8.99 |
| 10/22/2009 | GEN 32613 | CITY OF SWARTZ CREEK | PETTY CASH REIMB | 122.91 |
| 10/22/2009 | GEN 32614 | CONSUMERS ENERGY | 8/30-9/30/09 A 5121 MORRISH RD | 174.75 |
| | | | 8/1-8/29/09 ADJ E 5121 MORRISH RD | <u>(28.00)</u> |
| | | | | 146.75 |
| 10/22/2009 | GEN 32615 | CREEK AUTO SERVICES LLC | L.O.F. 09-401 | 28.95 |
| | | | L.O.F. 05-168 | 28.95 |
| | | | WIPER BLADES 05-346 | 22.50 |
| | | | L.O.F. FRONT BRAKES & ROTORS 09-401 | <u>224.95</u> |
| | | | | 305.35 |
| 10/22/2009 | GEN 32616 | DELTA DENTAL PLAN | NOV 09 DENTAL - RETIREES (3) | 162.36 |
| 10/22/2009 | GEN 32617 | DOT FIRST AID AND SAFETY | REPLENISH FIRST AID/DPW | 124.46 |
| | | | REPLENISH FIRST AID/CITY HALL | <u>43.94</u> |
| | | | | 168.40 |
| 10/22/2009 | GEN 32618 | ELITE BUSINESS PRODUCTS | OFFICE SUPPLIES | 175.59 |
| | | | JOURNAL BOOK | 64.99 |
| | | | CREDIT FOR RETURN BOOK, ACRD | (26.79) |
| | | | JOURNAL BOOK | 35.99 |
| | | | CREDIT FOR RETURN COMPLAINT BOOK | <u>(64.99)</u> |
| | | | | 184.79 |
| 10/22/2009 | GEN 32619 | FLINT JOURNAL | AD FOR TREES & TREE PLANTING | 124.64 |
| 10/22/2009 | GEN 32620 | GENESEE COUNTY | 3RD QTR CHARGE POLICE DEPT | 75.00 |
| 10/22/2009 | GEN 32621 | HYDRO DESIGNS | WATER CROSS CONNECTION CONTROL AND COMI | 375.00 |

| | | | | |
|------------|-----------|-------------------------------|--|--------------|
| 10/22/2009 | GEN 32622 | OBRIENS GARAGE | INSTALL INNER TUBE/MOUNT AND BALANCE | 53.40 |
| 10/22/2009 | GEN 32623 | PLANTE & MORAN PLLC | FY 2009 AUDIT SERVICES | 9,632.00 |
| 10/22/2009 | GEN 32624 | QUALIFIED REMODELING | ROOF REPLACEMENT ELMS PARK #2 PAVILION | 3,850.00 |
| | | | ROOF VENTS ELMS PARK PAVILION #2 | <u>92.18</u> |
| | | | | 3,942.18 |
| 10/22/2009 | GEN 32625 | RIO SUPPLY MICHIGAN METER INC | METER SUPPLIES | 949.00 |
| 10/22/2009 | GEN 32626 | RWS OF MID MICHIGAN | STREET SWEEPINGS | 300.00 |
| 10/22/2009 | GEN 32627 | SCHAEFER'S OFFICE SOURCE | TOWELS & LINERS | 154.13 |
| 10/22/2009 | GEN 32628 | SIBYL HARTLEY | BUSN. CARDS 500 RICK CLOLINGER | 84.25 |
| 10/22/2009 | GEN 32629 | SOUPAL CLEANERS | SEPT. 09 UNIFORM CLEANING | 115.00 |
| 10/22/2009 | GEN 32630 | STATE OF MICHIGAN | ASSESSING CERT RENEW CY 2010/ZETTELV 1 | 75.00 |
| 10/22/2009 | GEN 32631 | STATE OF MICHIGAN DEPT TRANS | LOCAL JOBS TODAY LOAN INTEREST PAYMENT | 18,598.87 |
| 10/22/2009 | GEN 32632 | SUBURBAN AUTO SUPPLY | CLAMPS (3) | 4.30 |
| 10/22/2009 | GEN 32633 | SWARTZ CREEK AREA FIRE DEPT. | SEPT 09 MONTHLY RUNS | 1,803.97 |
| 10/22/2009 | GEN 32634 | THOMAS SVRCEK | WATER HYD PUMP & PARTS | 20.57 |
| 10/22/2009 | GEN 32635 | UNUM LIFE INSURANCE | NOV 09 LIFE INS SHANNON/SNELL | 12.05 |
| 10/22/2009 | GEN 32636 | VERIZON NORTH | 10/4-11/4/09 635-4402 | 139.39 |
| 10/22/2009 | GEN 32637 | VERIZON NORTH | 10/10-11/10/09 635-4464 | 413.66 |
| 10/29/2009 | GEN 32638 | ACE ASPHALT & PAVING CO INC | COLD PATCH | 696.78 |
| 10/29/2009 | GEN 32639 | AGROSCAPING INC. | SPRINKLER WINTERIZATION/VETERANS MEMRL | 55.00 |
| 10/29/2009 | GEN 32640 | APPLE CREEK STATION APTS | REFUND OVERBILLED 8/1/06-8/1/09 | 89,762.70 |
| 10/29/2009 | GEN 32641 | ARROW UNIFORM RENTAL | MATS, SUPPLIES | 26.69 |
| | | | UNIFORMS, MATS, SUPPLIES, ENV. | <u>76.40</u> |
| | | | | 103.09 |
| 10/29/2009 | GEN 32642 | BASIC | COPAY/OFFICE VISIT NICHOLS/ESKEW | 65.50 |
| 10/29/2009 | GEN 32643 | CITY OF SWARTZ CREEK | 7/20-10/20/09 UB 8059 FORTINO | 69.50 |
| 10/29/2009 | GEN 32644 | CITY OF SWARTZ CREEK | PROJECT FRESH REIMB | 28.00 |
| 10/29/2009 | GEN 32645 | COMCAST BUSINESS | 10/26-11/25/09 SERVICES | 165.00 |
| 10/29/2009 | GEN 32646 | CONSUMERS ENERGY | 8/1-8/31/09 STREET LIGHTS | 10,805.69 |
| 10/29/2009 | GEN 32647 | DEE CRAMER | REPAIR GAS VALVE/PUBLIC SAFETY BLDG | 220.00 |
| 10/29/2009 | GEN 32648 | DELTA VISION | NOV 09 VISION - RETIREES (3) | 13.64 |

| | | | | |
|------------|-----------|-------------------------------|--|-----------|
| 10/29/2009 | GEN 32649 | DURAND RENTALS | 2 PROTAJON RENTALS 6/30/06-10/23/09 | 650.00 |
| 10/29/2009 | GEN 32650 | FIRST AMERICAN | TAX OVRPMT SU 09 5297 SEYMOUR | 3,742.62 |
| 10/29/2009 | GEN 32651 | GEN CTY DRAIN COMMISION | WESTERN TRUNK DEBT PMT | 14,921.95 |
| 10/29/2009 | GEN 32652 | GOV'T FINANCE OFFICERS ASSOC. | MEMEBERSHIP RENEWAL/MARY JO CLARK | 170.00 |
| 10/29/2009 | GEN 32653 | GUNTHERS LOCKSMITH SERVICE | REPAIR LOCK/BACK DOOR CITY HALL | 90.00 |
| 10/29/2009 | GEN 32654 | KHALIL NEMER | NOV 09 MONTHLY RENT 5438 MILLER AMB BLDG | 758.34 |
| 10/29/2009 | GEN 32655 | LANDMARK APPRAISAL CO | OCT 09 MONTHLY SERVICES | 2,233.37 |
| 10/29/2009 | GEN 32656 | MICHIGAN PIPE AND VALVE | PUMPER NOZZLE CAP QTY 6 | 487.50 |
| 10/29/2009 | GEN 32657 | MUNICIPAL SUPPLY CO. | ANIT-SIEZE | 51.09 |
| 10/29/2009 | GEN 32658 | ROWE PROFESSIONAL SERVICES CO | MORRISH RD CONSTRUCTION ENGINEERING | 3,872.00 |
| 10/29/2009 | GEN 32659 | ROWE PROFESSIONAL SERVICES CO | MILLER RD CONSTRUCTION OBSERVATION & TES | 1,372.00 |
| 10/29/2009 | GEN 32660 | ROWE PROFESSIONAL SERVICES CO | MILLER RD CONSTRUCTION OBSERVATION & TES | 2,948.00 |
| 10/29/2009 | GEN 32661 | SCHAEFER'S OFFICE SOURCE | OFFICE SUPPLIES | 198.94 |
| 10/29/2009 | GEN 32662 | SKY TITLE AGENCY INC | SU 09 TAX OVRPMT 5374 DURWOOD | 29.88 |
| 10/29/2009 | GEN 32663 | SOUTHWEST BRAKE & PARTS | FLASH TUBE LIGHT FOR DUMP TRUCK | 177.30 |
| 10/29/2009 | GEN 32664 | SUBURBAN AUTO SUPPLY | HALOGEN HEADLAMP | 14.99 |
| 10/29/2009 | GEN 32665 | VALLEY PETROLEUM | BLUE GREASE | 29.90 |
| 10/29/2009 | GEN 32666 | VERIZON NORTH | 10/13-11/13/09 635-4495 | 76.91 |

TOTAL OF 145 Checks:

436,003.45

CITY OF SWARTZ CREEK

Downtown Development Authority



Meeting of November 5, 2009

6 pm in the Swartz Creek City Council Chambers

CITY OF SWARTZ CREEK DDA

AGENDA

**Downtown Development Authority, Thursday November 5, 2009, 6:00 P.M.
City Hall 8083 Civic Drive, Swartz Creek Michigan 48473**

1. CALL TO ORDER:

2. PLEDGE OF ALLEGIANCE:

3. ROLL CALL:

4. APPROVE AGENDA:

4A. Proposed or Amended Agenda, November 5, 2009

5. MOTION TO APPROVE MINUTES:

5A. Board Meeting, October 1, 2009

6. REPORTS & COMMUNICATIONS:

6A. Resolutions

6B. October 1, 2009 Minutes

6C. DDA November Meeting Letter

6D. October 12 & 26 City Council Minutes

Page No:

[02](#)

[03-05](#)

[06](#)

[07-19](#)

7. MEETING OPENED TO THE PUBLIC:

7A. General Public Comments

8. BUSINESS:

8A. Working Meeting (Streetscape Purchases)

8B. Community Updates

Resolution

Discussion

9. MEETING OPENED TO THE PUBLIC:

9A. General Public Comments

10. REMARKS BY MEMBERS:

11. ADJOURNMENT:

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
DOWNTOWN DEVELOPMENT AUTHORITY
RESOLUTIONS
THURSDAY, NOVEMBER 5, 2009
6:00 P.M.

Resolution No. 110509-__ (Carried/Denied)

Motion by Boardmember _____, support by Boardmember _____, the Swartz Creek DDA approves the agenda for the November 5, 2009 DDA meeting.

YES: _____.
NO: _____. Motion declared carried/denied.

Resolution No. 110509-__ (Carried/Denied)

Motion by Boardmember _____, support by Boardmember _____, the Swartz Creek DDA approves the minutes for the October 1, 2009 DDA meeting.

YES: _____.
NO: _____. Motion declared carried/denied.

Resolution No. 110509-__ (Carried/Denied)

Motion by Boardmember _____, support by Boardmember _____, the Swartz Creek DDA approves the purchase of:

1. _____
2. _____
3. _____

YES: _____.
NO: _____. Motion declared carried/denied.

Resolution No. 110509-__ (Carried/Denied)

Motion by Boardmember _____, support by Boardmember _____, the Swartz Creek DDA adjourns the November 5, 2009 DDA meeting.

YES: _____.
NO: _____. Motion declared carried/denied.

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE DOWNTOWN DEVELOPMENT AUTHORITY
DATE 10/01/2009**

The Regular Meeting was called to order at 6:06 by Board Member Nemer in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Board Members Present: Abrams, Bueche, Eckerdt, Mattson, Nemer.

Board Members Absent: Hull, Mardlin, Rafaelli, Gardner.

Staff Present: Adam Zettel.

Others Present: None.

APPROVAL OF AGENDA:

Resolution No. 091001-01

(Carried)

Motion by Board Member Abrams
Second by Board Member Eckerdt

The Swartz Creek City Downtown Development Authority approves the Agenda of the October 1, 2009 DDA Meeting adding item 8B Streetscape as a topic for discussion. The order of business was changed so the Tree Grant Allocation is item 8A and the Budget Amendment it item 8C.

YES: Unanimous Voice Vote.
NO: None. Motion declared carried.

APPROVAL OF MINUTES:

Resolution No. 091001-02

(Carried)

Motion by Board Member Abrams
Second by Board Member Mattson

The Swartz Creek City Downtown Development Authority approves the Minutes for the August 13, 2009 DDA Meeting to be circulated and placed on file.

YES: Unanimous Voice Vote.
NO: None. Motion declared carried.

MEETING OPEN TO THE PUBLIC:

None.

BUSINESS:

Resolution No. 091001-03

(Carried)

Motion by Board Member Mattson
Second by Board Member Eckerdt

The Swartz Creek DDA approves the purchase of trees and tree planting services, as may be approved by the Swartz Creek City Council bid process, in an amount not to exceed \$3000 for all downtown work as outlined in the Consumers Energy Tree grant.

Discussion Took Place.

YES: Unanimous Voice Vote
NO: None. Motion Declared Carried.

Streetscape

Some ideas were discussed regarding streetscape improvements such as Christmas decorations and street lamp posts. Specific money allocations will be discussed at the next meeting, which is on November 5th.

Resolution No. 091001-04

(Carried)

Motion by Board Member Abrams
Second by Board Member Mattson

The Swartz Creek DDA approves the budget amendments as illustrated in the attached budget worksheet dated September 24, 2009.

Discussion Ensued.

YES: Unanimous Voice Vote.
NO: None. Motion Declared Carried.

MEETING OPEN TO PUBLIC:

None.

REMARKS BY BOARD MEMBERS:

Board Member Mattson expressed appreciation to everyone for their effort in Art in the Park.

Board Member Eckerdt asked about the junk in the window of the building where the MDA used to be. It is in foreclosure and will need to be investigated.

Board Member Abrams commented that he likes the DDA letterhead.

Board Member Nemer thanked Adam for putting together the tree grant program and said he did a great job. He also thanked the city for putting up the street light on Miller and Morrish roads.

ADJOURNMENT:

Resolution No. 091001-05

(Carried)

The Swartz Creek Downtown Development Authority unanimously declared the meeting adjourned at 7:00 p.m.

Mark Nemer
Chairman

Paul D. Bueche
Secretary



SWARTZ CREEK DDA
SWARTZ CREEK CITY OFFICES
8083 CIVIC DR.
SWARTZ CREEK, MI 48473

PHONE: 810-635-4464
FAX: 810-635-2887

Date: October 29, 2009

To: DDA Board Members
From: Adam Zettel
RE: November 5, 2009 DDA Board Meeting

Hello everyone,

There will be a DDA meeting this coming **Thursday, October 01, 2009** for the purpose of selecting some seasonal or other items for the streetscape program. **This is a special meeting that is being called ONE WEEK EARLY due to time constraints on ordering materials.** I will order up some pizzas and refreshments for the meeting. Bring a laptop that can connect to the City's Wi-Fi if you have one. I will have one or two available to browse the web and look at products. I will also have some catalogues.

Concerning the tree grant, the proposals came in lower than expected. This resulted in a lower contribution from the DDA. See the City Council minutes from October 12 for details. We can discuss this more at the meeting. Hopefully, you have seen the new trees along Miller Road or in the other neighborhoods.

Also, there is a new owner for the building at 8048 Miller Road (the old dealership/karate academy building). He is very interested in utilizing the façade improvement program, perhaps even as early as December's meeting. I will elaborate next Thursday.

Lastly, I should have some updated finances to distribute at the meeting that will shed some light on the operations of the Farmers' market and Family Movie Night.

With that said, I shall see you all this Thursday. **Please confirm with me concerning attendance for this special meeting, and let me know if you have pizza topping preferences! Otherwise, I will probably get a cheese pie, pepperoni pie, and two topping pie.** If you have other items you would like to see discussed, give me a call and I can put them on the agenda.

Sincerely,

A handwritten signature in blue ink that reads "Adam Zettel".

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

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE DOWNTOWN DEVELOPMENT AUTHORITY
DATE 10/05/2009**

The Regular Meeting was called to order at 6:05 by Board Member Nemer in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Board Members Present: Abrams, Bueche, Eckerdt, Gardner, Marclin, Mattson, Nemer, Rafaelli.

Board Members Absent: Hull.

Staff Present: Adam Zettel.

Others Present: Dave Kunz.

APPROVAL OF AGENDA:

Resolution No. 091105-01

(Carried)

Motion by Board Member Eckerdt
Second by Board Member Bueche

The Swartz Creek City Downtown Development Authority approves the Agenda of the November 5, 2009 DDA Meeting, modifying the Business section to be as follows: 8A-Façade Improvement Application, 8B-Budget Amendment, and 8C Working Meeting (Streetscape).

YES: Unanimous Voice Vote.

NO: None. Motion declared carried.

APPROVAL OF MINUTES:

Resolution No. 091105-02

(Carried)

Motion by Board Member Mardlin
Second by Board Member Mattson

The Swartz Creek City Downtown Development Authority approves the Minutes for the October 1, 2009 DDA Meeting to be circulated and placed on file.

YES: Unanimous Voice Vote.

NO: None. Motion declared carried.

MEETING OPEN TO THE PUBLIC:

No Public Comment.

BUSINESS:

Façade Improvement Application

The DDA Board was introduced to Mr. Dave Kunz, new owner of 8048 Miller Road. He had recently submitted an application for the façade improvement program for an aesthetic, architectural roof modification as part of a complete façade makeover. He proposed to install a steel roof, painted copper, over the entirety of the building. He also brought an illustration showing how he intends to add three new architectural gable features to the east side of the building. The project cost was estimated at \$56,899.69, and the application was complete.

Resolution No. 091105-03

Motion by Boardmember Bueche
Second by Boardmember Mardlin

The Swartz Creek Downtown Development Authority hereby approves the application for Dave Kunz, 8048 Miller Road, for a new steel roof with three new gables as presented in the application dated 11-05-2009; costs not to exceed \$20,000 or 50% of the project as completed, whichever is less, and further directs Mr. Zettel to execute the standard façade program agreement with Mr. Kunz and make any necessary budget amendments.

Discussion Took Place.

YES: Unanimous Voice Vote
NO: None. Motion Declared Carried.

Budget Amendment

Staff amended the budget of the DDA to reflect an increase in the façade improvement program to reflect the addition of Mr. Kunz's project. The staff also recommended a reduction in the farmers market to reflect expenditures to date, as well as an increase in the streetscape department to reflect a desire to expend more funds on seasonal decorations.

Resolution No. 091105-04

(Carried)

Motion by Board Member Mattson
Second by Board Member Eckerdt

CITY OF SWARTZ CREEK, MICHIGAN
MINUTES OF DOWNTOWN DEVELOPMENT AUTHORITY – NOVEMBER 5, 2009

The Swartz Creek DDA approves the budget amendments as illustrated in the attached budget worksheet dated November 5, 2009.

Discussion Took Place.

YES: Unanimous Voice Vote
NO: None. Motion Declared Carried.

Working Meeting (Streetscape)

The DDA moved the meeting to the conference room where they were able to communicate ideas over streetscape purchases more effectively while analyzing magazines for products. The room was open to the public.

Resolution No. 091105-05

(Carried)

Motion by Board Member Mardlin
Second by Board Member Mattson

The Swartz Creek DDA approves the purchase of twenty-four (24) of the 25' LED light strings, cost not to exceed \$4,800 plus a 10% contingency from Display Sales.

Discussion Ensued.

YES: Unanimous Voice Vote.
NO: None. Motion Declared Carried.

MEETING OPEN TO PUBLIC:

None. No public in attendance.

REMARKS BY BOARD MEMBERS:

Board Member Mattson said that he likes what the DDA Board is able to do and is having fun.

Board Member Mardlin said that the façade program will greatly improve Mr. Kunz's building and he liked the proposal.

Board Member Abrams commented that he likes the DDA letterhead.

Board Member Nemer expressed a desire for the City to track foreclosures in the downtown and alert the Board if any properties become available through tax foreclosure.

CITY OF SWARTZ CREEK, MICHIGAN
MINUTES OF DOWNTOWN DEVELOPMENT AUTHORITY – NOVEMBER 5, 2009

ADJOURNMENT:

Resolution No. 091105-05

(Carried)

The Swartz Creek Downtown Development Authority unanimously declared the meeting adjourned at 7:50 p.m.

Mark Nemer
Chairman

Paul D. Bueche
Secretary

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN

STREET CLOSURE APPLICATION

DATE OF REQUEST: 10/20 2009

SPONSOR ORGANIZATION SWARTZ CREEK AREA FIREFIGHTERS, INC.

AUTHORIZED REPRESENTATIVE: BRENT COLE

WORK ADDRESS: 810-B CIVIC DR. HOME ADDRESS: 1411 HOUSTON DR.

PHONE NO: WORK (810) 635-2300 HOME: (810) 208-9044 CELL: (810) 691-2641

TYPE OF EVENT: PARADE* (DRAW ROUTE ON ATTACHED MAP)
 CARNIVAL CRAFT SHOW
 STREET DANCE CONCERT
 OTHER: _____

DATE OF EVENT: 12, 5, 109 TIME OF EVENT: FROM: 6 AM PM
TO: 7 AM PM

ESTIMATED NUMBER OF PARTICIPANTS: 30

ROADS REQUESTED TO BE CLOSED: ** _____

The applicant agrees, as a condition of the granting of this permit, to hold the City of Swartz Creek, it's officers, employees, and agents harmless from any liability from any injuries caused to persons or property in connection with this event. To that end, the applicant shall provide the City with evidence of insurance for such liability in an amount determined adequate by the City Attorney, but in no case less than \$1,000,000/2,000,000 aggregate and the City of Swartz Creek shall be named as an insured party on said policy. The policy shall also contain a provision providing the City with ten (10) days written notice of cancellation.

For: SWARTZ CREEK AREA FIREFIGHTERS (Organization) By: BRENT COLE / SECRETARY (Authorized Representative)

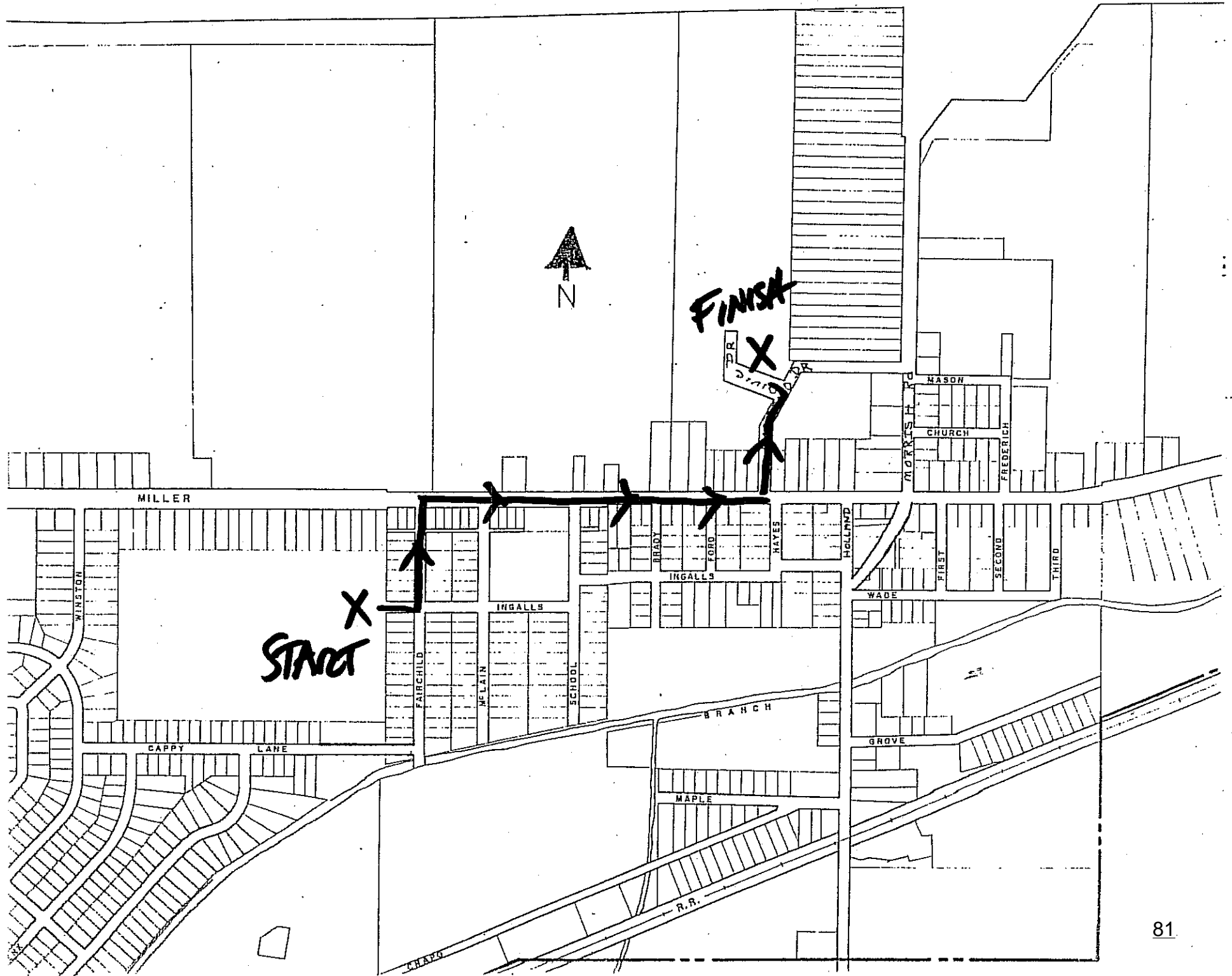
APPROVED BY: _____ (Chief of Police)

APPROVED
Chief Rick Clolinger
City of Swartz Creek

* The throwing of any item(s) from any vehicle during the course of a parade is strictly prohibited and violations may result in criminal prosecution and/or the denial of future permit applications.

**The Chief of Police reserves the right to determine the length of time that any street(s) remain(s) closed to traffic.

THIS REQUEST AND ALL REQUIRED ASSOCIATED DOCUMENTS MUST BE SUBMITTED TO THE OFFICE OF THE CHIEF OF POLICE NO LATER THAN 30 DAYS PRIOR TO EVENT DATE

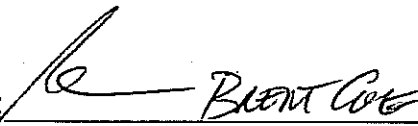


CITY OF SWARTZ CREEK PARADE REGULATIONS

The approval of a street closure request and/or a "parade permit" is based on the assumption that the event coordinator(s) fully understand and accept the following regulations regarding the event:

1. The throwing of any object(s) from any vehicle during the course of the parade is prohibited by ordinance. Violations of this ordinance could result in prosecution and/or the denial of future permit requests.
2. The closing of major thorough fares entails the rerouting of thousands of motorists and the interruption of commerce. It is imperative that parades begin and end on time so as not to unnecessarily disrupt the usual course of traffic and business.
3. Parade organizers must provide a means of direct communication between the event coordinator and the Chief of Police (or his designate) during the course of the parade in order to address any dangerous conditions that may develop during the course of the event.
4. The practice of parade participants jumping onto or off of moving vehicles in the parade is prohibited.
5. When determining the staging area for parade participants, organizers should ensure that the area is sufficient in size to accommodate all entries without creating traffic or pedestrian hazards.

It is the responsibility of the event coordinator(s) to ensure that all parade participants are made aware of the regulations that directly affect them and by signing this document hereby acknowledge that they have received a copy of these regulations and accept said responsibility.

By: 
(Event Coordinator or Representative)

For: Swartz Creek Area Firefighters
(Organization)

Auto-Owners

Page 1

55039 (11-87)
Issued 05-07-2009

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Renewal Effective 07-17-2009.

AGENCY BLACKMORE-ROWE SWARTZ CREEK IN
01-0390-00 21 MKT TERR 079 (810) 720-8244
INSURED SWARTZ CREEK AREA FIRE FIGHTERS INC

POLICY NUMBER 022374-14923593-09.

ADDRESS 8100B CIVIC DR
SWARTZ CREEK, MI 48473-1590

Agency
Bill

| POLICY TERM | |
|-------------|---------------|
| 12:01 a.m. | 12:01 a.m. |
| 07-17-2009 | to 07-17-2010 |

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

COMMON POLICY INFORMATION

BUSINESS DESCRIPTION: Club

ENTITY: Corporation

| THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S). | PREMIUM |
|---|----------|
| THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT. | |
| COMMERCIAL GENERAL LIABILITY COVERAGE | \$62.00 |
| MINIMUM PREMIUM ADJUSTMENT (GL) | 113.00 |
| TOTAL | \$175.00 |

FORMS THAT APPLY TO ALL COVERAGE PART SHOWN ABOVE (EXCEPT GARAGE LIABILITY, DEALER'S BLANKET, COMMERCIAL AUTOMOBILE, IF APPLICABLE)
55000 (01-87)

A Merit Rating Plan Factor of 0.95 Applies.

THIS POLICY IS EXEMPT FROM THE FILING REQUIREMENTS OF SECTION 2236 OF THE INSURANCE CODE OF 1956, 1956 PA 218, MCL 500.2236.

AGENCY BLACKMORE-ROWE SWARTZ CREEK IN
01-0390-00 21 MKT TERR 079

Agency POLICY NUMBER 022374-14923593-09
Bill

INSURED SWARTZ CREEK AREA FIRE FIGHTERS INC

Term 07-17-2009 to 07-17-2010

COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE

| | |
|---|-------------------------|
| General Aggregate (Other Than Products-Completed Operations) | \$1,000,000 |
| Products-Completed Operations Aggregate | 1,000,000 |
| Personal Injury And Advertising Injury | 1,000,000 |
| Each Occurrence | 1,000,000 |
| Damage to Premises Rented to You (Fire Damage) | 50,000 Any One Premises |
| Medical Payments | 5,000 Any One Person |

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55300.

AUDIT TYPE: Non-Audited

FORMS THAT APPLY TO THIS COVERAGE: 59350 (01-08) IL0021 (11-85) CG0168 (10-92)
IL0017 (11-85) IL0286 (12-90) 55146 (06-04) 55160 (12-04) 55296 (07-05)
55300 (07-05) 55202 (12-04)

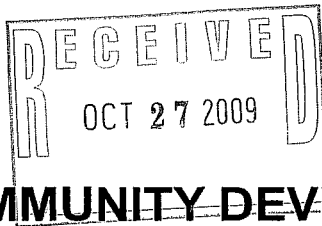
LOCATION OF PREMISES YOU OWN, RENT OR OCCUPY

LOC 001 BLDG 001 8100B Civic Dr
Swartz Creek, MI 48473-1376

TERRITORY: 005 COUNTY: Genesee

| Classification | Subline | Premium Basis | Rates | Premium |
|---|-------------------------|---------------------|-------------------------|-------------------|
| CODE 41670 | | | | |
| Clubs - Civic, Service Or Social - No Buldings Or Premises Owned Or Leased Except For Office Purposes (Not-For Profit) | Prem/Op Prod/Comp Op | Members | Each 1 1.346 .014 | \$40.00 \$1.00 |
| CODE 49950 | | | | |
| Additional Interests Sched Add'L Ins-Excl Cityof Swartz Creek | Prod/Cops Prem/Op | Flat Charge | | \$20.00 |
| TERRORISM - CERTIFIED ACTS | SEE FORM | 59350, 55405, 59390 | | \$1.00 |

LOCATION 001 PREMIUM \$62.00



COMMUNITY DEVELOPMENT PROGRAM

ROOM 223 – 1101 BEACH STREET
FLINT, MICHIGAN 48502-1470

TELEPHONE (810) 257-3010
FAX (810) 257-3185

JULIE A. HINTERMAN
DIRECTOR-COORDINATOR

October 22, 2009

MEMORANDUM

TO: 2010 Community Development Block Grant (CDBG) Program Applicants

FROM: Christine Durgan, Principal Planner
Genesee County Metropolitan Planning Commission (GCMPC)

SUBJECT: **Genesee County CDBG Program Application for 2010 Group One Applicants and All Public Service Applications**

Please find an attached copy of the CDBG Program Application for the 2010 Program Year. The 2010 CDBG Program Year Application may also be found on the Internet at <http://www.co.genesee.mi.us/gcmpln/CDBGApplication.htm>.

Please carefully review the application and complete it thoroughly. All application items must be completed and returned to our offices no later than **5:00 p.m. on Friday, December 11, 2009**. Our office is located at 1101 Beach Street, Room 223 Flint, Michigan 48502.

Please complete the appropriate portions of the application if:

- Your community is located in Group 1 (2010) on the enclosed map.
- Your community (irregardless of group number) is intending to apply for public service activities during the next three years. **Public Service Applications will not be accepted during the 2011 and 2012 application periods and will only be accepted this year (2010) for the upcoming Three-Year Funding Cycle (2010-2012).**

GCMPC Staff has scheduled a working meeting at the Genesee County Human Resources Training Room (in the basement of the Genesee County administration building) for Monday, November 2, 2009 at 1:30 p.m. This meeting will be open to anyone from your local unit of government who will be filling out the application or reimbursement requests for Program Year 2010 projects. Staff highly recommends and encourages participation in this meeting. It is anticipated that the following topics will be covered.

- Application procedures
- Eligible projects
- Public Service Activities
- General program rules
- Other Local Unit of Government questions and feedback
- Please R.S.V.P. to Ms. Peggy Cole at 766-6541

Staff will also be available to meet with any local unit of government on a one-to-one basis.

If you need any assistance, please contact Ms. Shelia Auten or myself at 810-257-3010.

K:\cd\cdplan\2010\cdbg app memo

PRESS RELEASE
CITY OF SWARTZ CREEK TO HOLD
COMMUNITY DEVELOPMENT HEARING

Swartz Creek City will hold a Community Development Citizen Needs Hearing on Monday, November 23, 2009 at 7:00pm in the City Council Chambers at 8083 Civic Drive, Swartz Creek, MI 48473.

The purpose of the hearing is to obtain citizen needs and project proposals concerning use of the Federal Community Development Block Grant (CDBG) funds for the 2010 program year. The hearing will also provide an opportunity for citizens to comment on past CDBG projects.

The City of Swartz Creek expects to receive approximately \$31,431. The funds are provided by the Genesee County Community Development Program from an annual entitlement grant received from the U.S. Department of Housing and Urban Development (HUD).

Juanita Aguilar, City Clerk
City of Swartz Creek, Michigan

“An Equal Opportunity Employer”

PUBLISH: SUNDAY, NOVEMBER 8, 2009
PROOF REQUIRED
THE SWARTZ CREEK NEWS

Please bill: City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

NOTICE OF PUBLIC HEARING CITY OF SWARTZ CREEK CITY COUNCIL

Swartz Creek City will hold a Community Development Citizen Needs Hearing on Monday, November 23, 2009 at 7:00pm in the City Council Chambers at 8083 Civic Drive, Swartz Creek, MI 48473.

The purpose of the hearing is to obtain citizen needs and project proposals concerning use of the Federal Community Development Block Grant (CDBG) funds for the 2010 program year. The hearing will also provide an opportunity for citizens to comment on past CDBG projects.

The City of Swartz Creek expects to receive approximately \$31,431. The funds are provided by the Genesee County Community Development Program from an annual entitlement grant received from the U.S. Department of Housing and Urban Development (HUD).

Juanita Aguilar, City Clerk
City of Swartz Creek, Michigan

“An Equal Opportunity Employer”

FOR IMMEDIATE RELEASE
October 27, 2009

Contact: Adam Zettel
810-635-4464

Swartz Creek City Recognized for Efforts to Become an Active Michigan Community

Swartz Creek City joins a record number 34 Michigan communities participating in the Promoting Active Communities (PAC) program to ensure that Michigan residents have access to safe, convenient, and fun opportunities to be physically active in their daily routines. On Dec. 9, 2009 Swartz Creek will be awarded a Silver Level award to recognize their efforts to create and maintain an environment that encourages and supports physical activity.

Swartz Creek City is part of a growing movement throughout Michigan to create more active, livable, and economically viable communities. The City has joined a network of 115 Michigan communities in 53 counties who have participated in the Promoting Active Communities Program since 2000. This year, Swartz Creek will be recognized for using innovative strategies to become an active Michigan community. There are five possible levels of recognition as well as an honorable mention to recognize communities just beginning work to become active living communities:

- **Copper:** Communities have made a commitment to becoming a healthier place to live and have begun to take steps toward removing barriers to physical activity.
 - **Bronze:** Communities have taken important steps toward making it easy for people to be active.
 - **Silver:** Communities have achieved significant progress toward making it easy for people to be active.
 - **Gold:** Communities can document outstanding achievements in making it easy for people to be active.
- Platinum: Communities are models of commitment to healthy, active living.

To be eligible for the award, a multi-disciplinary team of community members use the online PAC assessment to evaluate their community's environments, policies, and programs related to promoting and supporting physical activity. Any city, township, charter township or village in the state of Michigan can complete the assessment and be eligible for an award.

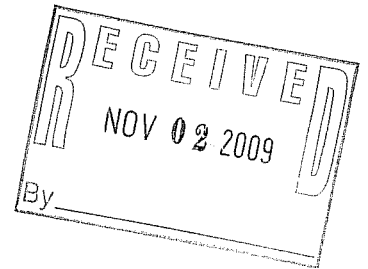
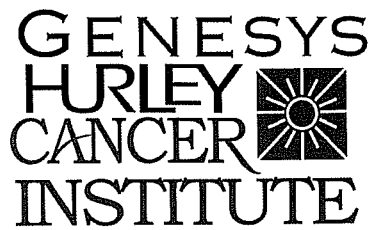
The unique assessment tool was created in partnership by the Michigan Department of Community Health, the Governor's Council on Physical Fitness, Michigan State University, and the Prevention Research Center of Michigan so that communities can better understand their status as an active community and more efficiently remove barriers to active living, thereby increasing physical activity opportunities for residents. This free assessment addresses issues such as community planning, recreation and bicycle facilities, strategies schools and worksites use to encourage physical activity, public transportation, and downtown design. Swartz Creek completed the Promoting Active Communities assessment in partnership with the Swartz Creek Community Schools.

Swartz Creek will be recognized at an awards ceremony at the Radisson Hotel in Lansing, on Wednesday, Dec. 9, where state legislators are invited to honor the hard work and dedication of active Michigan communities.

In addition, a personalized report on Swartz Creek was created to identify barriers to active living and potential assets within the community to design a more walkable, bikeable environment. Information from this report can be used to enhance future planning efforts of Swartz Creek and raise community awareness of the importance of active living. Please contact Adam Zettel at 810-635-4464 for more information on the report or to learn more about getting involved in creating an active community environment in your hometown.

To learn more about the Promoting Active Communities program and how to become an advocate for active living in your hometown, please visit: www.michiganfitness.org/active.

- ### -



October 29, 2009

Richard Abrams
Mayor, City of Swartz Creek
8038 Civic Dr
Swartz Creek, MI 48473

STATE-OF-THE-ART RADIATION TECHNOLOGY FOR YOUR PATIENT

We know you want the very best for your patients. This is why **Genesys Hurley Cancer Institute (GHCI)** has recently acquired the most advanced medical linear accelerator system in the world, the **New Trilogy™ Stereotactic System** from Varian Medical Systems. Our goal has always been to offer treatment using the most advanced tools available to help you help your patients fight a winning battle against cancer, and we are now able to offer your patients a new generation of cancer care.

The addition of the **Trilogy System** offers the following:

- 1.) GHCI is able to offer every modality of external beam radiation therapy from conventional radiotherapy and *intensity-modulated radiotherapy* (IMRT) to the newest and most advanced techniques available: *image-guided radiotherapy* (IGRT), *stereotactic radio-surgery* (SRS) and *stereotactic radiotherapy* (SRT). These highly advanced treatment modalities deliver powerful, tightly-focused, exquisitely-shaped radiation beams with unmatched accuracy. This allows us to treat very small lesions and tumors that are close to vital structures--while avoiding or minimizing damage to surrounding healthy tissue. These advances represent a tremendous step forward in radiotherapy.
- 2.) Integrated imaging capabilities use X-ray imaging and CT scans while the patient is on the treatment couch confirming tumor position and soft-tissue anatomy immediately prior to treatment. The **Trilogy System** then automatically positions patients with sub-millimeter accuracy.
- 3.) The **Trilogy System** utilizes motion management techniques--including respiratory gating--allow us to account and correct for tumor motion during treatment, and correct for that motion in real-time as the treatment progresses.

GHCI has always valued our relationship with you and would like to be your center of choice for effective, high-quality cancer care. Our advanced radiation therapy technology offers patients a better chance at complete tumor eradication with substantially fewer side effects.

Finally, we would love to show you this new technology in person. Give us a call at **762-8313 or 762-8178** to arrange a complete tour if you would like to learn more about the Trilogy System and GHCI. We will be pleased to answer all your questions and look forward to serving you and your patients. Also, visit our website www.ghci.org. Together we will give your patients the benefit of this new generation of cancer care.

Bob Giffel
Executive Director

Ahmed Akl M.D.
Radiation Oncologist

Haesook Kim M.D.
Radiation Oncologist

Dong Whan Oh M.D.
Radiation Oncologist

Support..Caring..Hope..Education..Research..Trust..Quality..Respect

302 KENSINGTON • FLINT, MI 48503
tel 810.762.8226 • fax 810.762.0107 • toll-free 888.762.8675

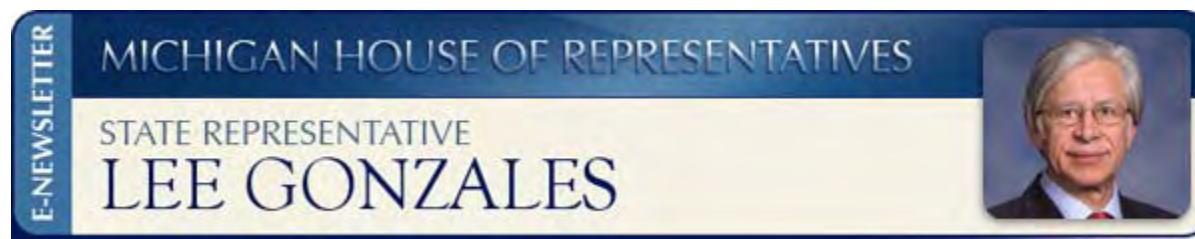
Paul Bueche

From: Representative Lee Gonzales [leegonzales@house.mi.gov]

Sent: Friday, October 30, 2009 9:30 AM

To: Paul Bueche

Subject: Capitol Update with Rep. Lee Gonzales



Welcome once again to my e-newsletter. In this edition, you'll find news from the Capitol and important issues that impact the 49th District.

Budget Update as of 10/30/09 at 9:15 a.m.

Currently, our state is operating under a continuation budget that the Legislation passed on Oct. 1 after nearly a two hour government shutdown. All 15 department budget bills have been passed through the House. Below is an update of where each budget currently stands.

Budgets Passed by House and Senate, signed by the Governor

- Community Colleges
- Department of Transportation
- Department of Corrections
- Department of Education
- Judiciary
- Department of Military and Veterans Affairs
- Department of Natural Resources (DNR) and Department of Environmental Quality (DEQ), now called the Department of Natural Resources and Environment (DNRE)
- Department of Agriculture
- School Aid (K-12 Funding)

Budgets Passed by House and Senate, sent to the Governor and awaiting signature

- Department of Community Health
- Higher Education
- Department of Energy, Labor and Economic Growth
- General Government
- Department of Human Services
- State Police

While this process has been frustrating, I am pleased that the Legislature was able to avert a lengthy government shutdown. As the continuation budget deadline date draws near, I am confident that these bills will be passed and that state government will continue to be more efficient for its residents.

Legislative Update

Banning Texting While Driving

Earlier this year I introduced legislation that would ban texting while driving. According to a 2006 study by the National Highway Traffic Safety Administration, nearly 80 percent of accidents and 65 percent of near-accidents involve a driver looking away from the road within three seconds of the event. Eighteen states and the District of Columbia already have completely banned texting while driving.

Last week the House Transportation Committee [voted in favor of this legislation](#) to make text messaging while driving in Michigan illegal. Specifically, the bill prohibits drivers from reading, writing or sending text messages while driving, except to report accidents, crimes, emergencies or other similar situations. Under this bill, violations would be considered a secondary offense, meaning drivers will only be cited if they are stopped by police for an additional infraction. Drivers caught text messaging while driving will receive a ticket, but no point would be added to their driving record. The bill will soon move to the House floor for a vote.

Free Publications

Please use one of the three ways below to request FREE information:

1. Email me at leegonzales@house.mi.gov and indicate which publication you would like to receive along with your name, address, city and zip code;
2. Contact us by phone at (517) 373-7515 or toll-free at (800) FLINT-49 (354-6849);
3. Fill out the coupon below and mail it to Rep. Lee Gonzales, P.O. Box 30014, Lansing, MI 48909-7514 along with your name, address, city and zip code.

- _____ State of Michigan Highway Map
- _____ Movin' On – Rights and Responsibilities of Young Adults
- _____ Consumer Protection Resource Guide
- _____ Michigan Veterans Benefits and Services – Federal, State and Local Programs
- _____ Getting to Know Michigan Coloring Book
- _____ Your State Capitol – A Guide to Michigan's State Capitol Building
- _____ Guide to Winter Safety

As always, I thank you for the opportunity to represent the 49th House District. I look forward to hearing from you.

Sincerely,

Lee Gonzales
State Representative
District 49

 EMAIL REP. GONZALES

 REP. GONZALES'S WEBSITE



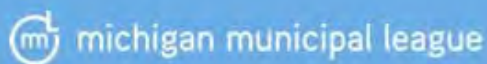
MICHIGAN HOUSE DEMOCRATS

[Click here to unsubscribe.](#)

Paul Bueche

From: Michigan Municipal League [amessinger@mml.org]
Sent: Monday, November 02, 2009 9:30 AM
To: Paul Bueche
Subject: Governor Signs FY 2009-10 General Government Budget

Issue Advisory



Governor Signs FY 2009-10 General Government Budget, Promises to Continue Fighting for Revenue Sharing

Governor Granholm Friday signed the FY 2009-10 general government budget, which includes funding for revenue sharing. In her accompanying letter, Granholm remained concerned about the cuts to local governments and the lack of revenue sharing funding provided by the budget. She again called on the Legislature to supply additional dollars and assure appropriate revenue sharing payments in support of critical local services.

The budget contains an overall 11.1-percent decrease to revenue sharing from FY 2008-09 (the reduction is to the combined total of constitutional and statutory revenue sharing payments to each community). When looking at only statutory revenue sharing (the dollars the Legislature can control), the FY 2009-10 budget averages to a 19-percent decrease to communities.

While the League vigorously opposed the severe cut, we did not ask the governor for a veto because of the very real possibility the Legislature would not replace any of the statutory dollars to local units of government.

We will continue to urge the Legislature to pass a supplemental budget bill to replace the drastic cuts in revenue sharing to local government units.

The total budget for revenue sharing to cities, villages and townships in the general government budget is \$936.3 million. \$622.15 million of that total is constitutional revenue sharing, and \$314.15 million is statutory revenue sharing.

Contact

[Summer Minnick](#)

Email Management

The Michigan Municipal League respects your right to privacy.

[Click here](#) to unsubscribe.

[Click here](#) to manage your Michigan Municipal League email subscription preferences.

If you no longer wish to receive any type of email notice from the Michigan Municipal League, [please click here](#).

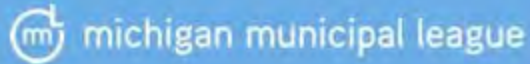
Better Communities. Better Michigan.



Paul Bueche

From: Michigan Municipal League [amessinger@mml.org]
Sent: Thursday, October 29, 2009 2:30 PM
To: Paul Bueche
Subject: Tipping Fee / Solid Waste Surcharge is Back!

Issue Advisory



Tipping Fee / Solid Waste Surcharge is Back!

Two of Three New Bills Pass Committee Suddenly

Yesterday, the Michigan House of Representatives reintroduced a bill package to create a \$7.50 per ton recycling and waste diversion surcharge. Less than 24 hours later, these bills were considered at 9 am today in the Great Lakes and Environment committee where two of them were adopted on a party-line vote.

House Bills (HBs) 5558-5559 and House Joint Resolution (HJR) MM together would create the \$7.50 per ton recycling and waste diversion surcharge on landfill owners and operators. The bills would distribute the surcharge dollars back as grants for recycling programs and as a per-capita distribution to communities to promote the health, safety and welfare of residents. HJR MM would attempt to constitutionally dedicate this surcharge revenue for those purposes.

This package is the same as legislation that passed House committee last legislative session which the League opposed. The tipping fee increase bill was adopted by the House early in 2007, but received no action in the Michigan Senate.

Testimony this morning from each bill sponsor indicated an interest in making sure communities are kept whole for any of their costs incurred by passage of these bills. HB 5559, which prescribes the distribution of the tipping fee revenue, remains in committee with the sponsor indicating a desire to work with local government units to arrive at an agreeable formula.

As drafted, the League has indicated opposition to these bills; we will work with the committee chair and bill sponsors to address our questions and concerns. Questions over how funds would be distributed, fee increase impact on existing waste disposal contracts, protection of revenue from diversion for other, state budget purposes, legal questions over the construction of the new fee, along with many other issues remain unanswered at this time. For details, visit the League's [Inside 208](#) blog.

Contact

[Chris Hackbarth](#)

Email Management

The Michigan Municipal League respects your right to privacy.

[Click here](#) to unsubscribe.

[Click here](#) to manage your Michigan Municipal League email subscription preferences.

If you no longer wish to receive any type of email notice from the Michigan Municipal League, [please click here](#).

Better Communities. Better Michigan.



Paul Bueche**Subject:** FW: MML Legislative Link 11-3-09**From:** Michigan Municipal League [mailto:nbrown@mml.org]**Sent:** Tuesday, November 03, 2009 12:46 PM**To:** Paul Bueche**Subject:** MML Legislative Link 11-3-09

November 3, 2009

Save the Date[Newly Elected Officials Training](#)

Nov 9, 12, 17, 18, 19

[Planning for the 21st Century Suburb](#)WSU Oakland Center,
Farmington HillsPublic Employment Law
Seminar

Jan 20, Lansing

Capital Conference
April 13-14, Lansing**The Buzz**[Regional Issues Key After Election](#)Lansing State Journal
11/3/09**What's New**[Region's Big Opportunity: Get Along, Work Together](#)[Public Safety Squeeze](#)[Reforms Are The Hope Michigan Needs](#)[NLC Committee Meets in](#)**Governor Signs FY 2009-10 General Government Budget, Promises to Fight for Public Safety**

Governor Granholm Friday signed the FY 2009-10 general government budget, which includes funding for revenue sharing. In her accompanying letter, Granholm remained concerned about the cuts to local governments and the lack of revenue sharing funding provided by the budget. She again called on the Legislature to supply additional dollars and assure appropriate revenue sharing payments in support of critical local services. [MORE>](#)

**Stimulus Funding Update****Villages Now Eligible for Energy Block Grants!**

Application Deadline Extended – Discussions with the Bureau of Energy Systems and Department of Energy, Labor and Economic Growth have led to a positive change for communities across the state. The Department has agreed to [add villages to the list of eligible applicants](#) for state EECBG multi-purpose and LED grants and extended the application deadline for all applicants to November 5th at 5 pm. [MORE>](#)

[Recovery Act Recipients Need to Register](#)

[Muskegon](#)[November/December 2009
Michigan MunicipalReview](#)[League's New PA 312
Webpage](#)[New Events Newsletter:
The Loop, Your Source for
Municipal Education](#)

Grants & Projects

[Wood Energy Preliminary
Assessment Grants](#)[Michigan Humanities
Council Grants/Events](#)[MI Housing Community
Development Funds](#)[Federal Brownfield Funding](#)

Related Links

[21c3 Website](#)[MI Legislature](#)[MI Senate](#)[MI House of Reps](#)[Resources](#)

[Michigan Recovery Act Funding Tracking Map Created](#)

Other Stimulus Information – Visit the [League's Economic Stimulus webpage](#), the [Michigan's recovery website](#), or the [federal recovery website](#) frequently for information on stimulus programs of interest to Michigan communities.

State Affairs Update

The Return of the Trash

Tax! – Last week, three bills on tipping fees were reintroduced, based upon the versions that had been debated in 2007, to raise the state's solid waste surcharge to \$7.50 per ton. This issue has been raised as a way to improve recycling efforts in Michigan and as a way to raise the cost of waste disposal to the point where it becomes uneconomical for Canadian trash to be brought here. [MORE>](#)

[Bill to Allow Locals the Ability to Bond for OPEB Passes Committee](#)[Mobile Home Rental Inspections Bill Passes House of Reps 100-7](#)[League Testifies on Effectiveness of Brownfield Credits](#)[Locals Predict More Cuts Coming](#)[Gilmartin to Speak at Budget and Tax Forum](#)[Michigan Public Policy Survey Coming](#)

Federal Update

Webinar Offered on Energy Block

Grants – The federal Department of Energy (DOE) is holding a [webinar](#) on Wednesday, November 4th, from 4-5 pm on two additional [competitive grant programs](#) that communities can apply for from DOE directly. This includes the "Retrofit Ramp-up Program" for whole-neighborhood building energy retrofits and the "General Innovation Fund" to help expand local energy efficiency efforts. [MORE>](#)

[FCC to Rule on Wireless Tower Siting](#)

[Collaborate and Get Paid, or Don't Collaborate and Lose](#)

[Support Federal PEG Legislation](#)

[FCC to Decide on Cell Towers and PEG](#)

[Ready to be Counted?](#)

[Fall Flu Season Preparation Underway](#)

Email management

The Michigan Municipal League respects your right to privacy.

[Click here](#) to unsubscribe.

[Click here](#) to manage your Michigan Municipal League email subscription preferences.

If you no longer wish to receive any type of email notice from the Michigan Municipal League, [please click here](#).

Michigan Municipal League, 1675 Green Road, Ann Arbor, MI 48105

