

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday December 6, 2010 7:00 P.M.  
City Hall Building, 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 November 22, 2010 MOTION Pg. 7, 19-25
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 [DPW Report](#), Monthly [Check Ledger](#) Pg. 26, 30
  - 6C. Water-Sewer Rate Table, Rate Model (Agenda Item) Pg. 35-36, CD
  - 6D. Road Salt Bids, Extension, Road Commission (Agenda Item) Pg. 37-39
  - 6E. Swartz Ambulance Agreement (Agenda Item) Pg. 40-51
  - 6F. 2010-2011 Fang Dues, Invoice (Agenda Item) Pg. 52-55
  - 6G. County Treasurer Notice, Foreclosed Property (Agenda Item) Pg. 56-57
  - 6H. MDOT Notice, Critical Bridge Funding Grant Pg. 58-59
  - 6I. Draft Zoning Ordinance Amendment Pg. 60-64
  - 6J. Public Hearing Notice, Zoning Amendment Pg. 65
  - 6K. ZBA Variance Request Pg. 66-73
  - 6L. Planning Commission Meeting Cancellation Notice Pg. 74
  - 6M. MPSC Hearing Notice, Consumer's Energy Pg. 75
  - 6N. Dye Road Property Acquisition Pg. 76-83
  - 6O. Legislative Update Pg. 84-85
  - 6P. AFL-CIO Flyer Pg. 86
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
  - 8A. City Wide Rates & Fees, Water – Sewer RESO. Pg. 8, 35-36, CD
  - 8B. Appropriation-Bid Award, Road Salt RESO. Pg. 16, 37-39
  - 8C. Amend Swartz Ambulance Agreement RESO. Pg. 17, 40-51
  - 8D. Set Special Assessment District, Heritage Association RESO. Pg. 17, 5
  - 8E. Appropriation, 2010-2011 FANG Dues RESO. Pg. 18, 52-55
  - 8D. Abandoned Property Foreclosure, 7026 Miller DISC. Pg. 5
9. **MEETING OPENED TO THE PUBLIC:**
  - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:**
  - 11A. General Motion MOTION

**City of Swartz Creek**  
**CITY MANAGER'S REPORT**  
Regular Council Meeting of Monday December 6, 2010 7:00 P.M.

**TO:** Honorable Mayor, Mayor Pro-Tem & Council Members  
**FROM:** PAUL BUECHE // City Manager  
**DATE:** 3-December-2010

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**OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS**

✓ **WATER – SEWER RATES** (*Resolution*)

From last month's report... "We have completed a rate model that I am comfortable with. In a nutshell, it gets back to the model template that the County and most of the townships use. The rate structure we have been collecting under for three quarters now was the transitional one, wherein we went from a fixed minimum use for each size meters, to a single ready to serve charge for every meter (regardless of size or use) and a commodity consumption charge. Fixed costs were split between the ready to serve charge and the commodity charge. Confused yet? Let me continue. The new proposed rate model sets all the fixed costs into the ready to serve charge, the RTS charges increasing with meter size (from 5/8" to 6"). In addition, the commodity charge has only the County's bulk water fees they invoice for, plus our water loss and a small contingency for fluctuation, meter reading differences, etc. It sounds confusing, but it's actually quite simple. The new rates will go into effect immediately with the first collection in February's billing. The cost distribution will again, help some customers, and affect others. When we implemented the transition, all business benefited greatly. Costs were shifted to residential high consumption users and low residential users saw significant decreases. The new model incorporates the County increase from last July, shifts a portion back to business and relieves the high middle users some. In your packet are a couple of tables that give a snap shot view. On the CD is the entire model excel file. Some may not make sense at first glance, but, please try and use the rate calculation tool located on the second from the left bottom tab titled "Utility Bill Calculator". You can drop consumption data (ex: 1500, 4500, etc) in the shaded blocks and hit enter. The tool will calculate water – sewer bills across". I have a resolution included with tonight's agenda that adopts all our rates and fees with the only change for now, being to the water & sewer.

We will be sending out a packet of information to all our residents within a week or so, one item being a letter that explains these increases. I will meet with the Mayor for a final edit and decision as to whose signature will underline the correspondence (the Mayor's, mine or both, as he wishes). As a quick comment to the residents who attended the last meeting in complaint of the rates, we took a close look at all the accounts. By far, the complaints all arise out of summer irrigation of lawns. As we discussed, these accounts will see a small increase in the RTS charge, but will also realize a relief when they water next summer as the commodity charge has been reduced by 45¢ per 100 cf.

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

Pending final settlement documents and the issuance of a refund check. I'll let the Council know what the final calculations are on the refund.

- ✓ **PERSONNEL POLICIES & PROCEDURES (Status)**  
Pending.
- ✓ **DISASTER, EMERGENCY RESPONSE POLICY COMMITTEE (Status)**  
Pending.
- ✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS (See Individual Category)**
  - ☐ **2011-2014 T.I.P. APPLICATION (Status)**  
Here is a schedule of City projects that are funded or in the queue (shaded).

**TABLE #1 2011-2014 TIP, ALL PROJECTS, FUNDED & QUEUE (shaded)**

Project	Year	Grant	City Match	P.E.	C.E.	Total
Miller Between Elms & Tallmadge	2011	\$338,997	\$85,749	\$27,684	\$45,000	\$497,430
Bristol Road @ GM-SPO	2013	\$54,912	\$13,728	\$8,000	\$16,000	\$92,640
Trail, Elms Park to Heritage	2013	\$296,000	\$221,000	\$25,000	\$45,000	\$587,000
Miller Between Tallmadge & Dye	Unfunded	\$951,602	\$237,901	\$76,000	\$120,000	\$1,385,503
Miller Between Seymour & Elms	Unfunded	\$1,635,357	\$408,839	\$100,000	\$160,000	\$2,304,196
<b>City Funded Totals</b>	-	-	<b>\$967,217</b>	<b>\$236,684</b>	<b>\$386,000</b>	<b>\$1,590,901</b>

- ☐ **MILLER ROAD PROJECT, ELMS-TALLMADGE (Status)**  
The grade inspection has been completed. This project should make the MDOT January bid letting.
- ☐ **MORRISH ROAD GUARDRAIL (Status)**  
Done.
- ✓ **LOCAL STREET FUND, TRAFFIC IMPROVEMENTS**
  - ☐ **2008 REPAIR ROSTER (Status)**  
As a re-cap, the contractor's are Maintenance & Construction Company, of Romulus Michigan, at \$101,547, with construction engineering and testing (\$1,980), the total being \$103,527, and Lang Construction of Flint Michigan, in the amount of \$8,523 for the storm sewer repairs. Totals are:

Total Project Cost				
Cape Seal	\$104,000			
Storm Repair	\$8,523	101 Fund	203 Fund	226 Fund
<b>TOTAL</b>	<b>\$112,523</b>	\$8,766	\$70,000	\$33,757

The storm sewer work has been completed. The Cape Seal work has been put off until weather permits in the spring.

- ✓ **COUNTY WWS ISSUES PENDING (See Individual Category)**
  - ☐ **KAREGNONDI WATER AUTHORITY (Status)**  
The KWA Board has begun meeting. The next step is to develop long term participation and capacity projections to determine design specifications. The Board also is keeping an open mind towards an equitable long term offer from Detroit.
  - ☐ **SEWER I&I PENALTIES, REHABILITATION (Status)**  
The County tells us that implementation of penalties and capacity charges have been postponed for another year. I'll keep the Council informed on changes.

❑ **SEWER USE ORDINANCE – INDUSTRIAL PRE-TREATMENT** (*Status*)

The County is back driving this issue (among others) hard. As the Council may recall, I've got extensive work into this with Mr. Delzer. Bill Delzer has left Mr. Figura's office and is now employed on his own. I met with Mr. Figura and he is going to give the ordinance one final review before adoption. My concerns are two-fold. The first is that the County, via a "perpetuity" agreement that they say we have to sign, strips the City of its authority to regulate much, or maybe all of our sewer system. The second is it lays framework for the regulation of just about all of our building in the City, via the sewer system. If the ordinance is applied to just the IPP aspect and subsequent enforcement, there will not be a problem. What we are seeing though is that WWS is riding along in our building permit process to leverage revenues. In many cases, they are duplicating what we do and have done for many years, for the money. The recommendation from staff will be to pass the ordinance and substitute the forever agreement with a resolution. It should be back before the Council before the last meeting.

❑ **DELINQUENT COUNTY CAPITAL IMPROVEMENT FEE (C.C.I.F.)** (*Status*)

This is another issue that WWS has taken a stand on. As a recap, the County instituted the CCIF (\$1,000 water and \$1,000 sewer tap fee) in May 2001. At the time, Heritage Village and Parkridge Subdivisions were under construction and partially completed. Builders all across the County were upset over the CCIF, particularly those that had subdivisions under construction as they felt that the County had already approved their water and sewer plans and then came in after this approval and added the new CCIF fee. As a mechanism to avoid the fee, the builders pre-purchased blocks of taps from the local governments before the May 1, 2001 deadline. The County's answer to this was to create an 11<sup>th</sup> hour policy they faxed out to local units giving one year to use these pre-purchased taps. The County policy also set that the local units were responsible to pay the taps if for any reason; they were not paid to the County. We never followed up on the payment to the County for these pre-purchased taps as the permits had already been issued. What we did do though was send the carbon permit to the County on a quarterly basis telling them when the connections had been made so as they could be activated in the County system. They never reconciled the activations for the payment of the CCIF until they decided to audit their books in 2009. WWS now points at their 2001 policy and says we have to pay the delinquent CCIF fee for the developers, which totals \$61,000. I've met several times with Mr. Figura on this matter. At this point, we have a couple of options. The first is to not pay it. In paraphrasing Mr. Figura, the County can set policy, but it needs to be reasonable. I think to hold us responsible for a fee of theirs that they collect, is unreasonable. We could simply not pay it which would put the County in the offensive. Mr. Figura advises we can let them sue us wherein we would promptly sue the at fault parties, which would bring everyone to the table. We would then be able to argue out, leaving the two principals to battle it out. My concern with not paying it is the County might deny approval of any more submittals until it's paid (ex. Family Farm & Home). This would put us in the offensive, leaving little option but to sue them... a cloudy approach as we would sue, they would counter for payment putting us in the position to litigate with the developers. The second option, which is my recommendation, is to pay it with the stipulation of terms. This fee the County policy say's we guarantee was accrued over seven years of negligence in accounting within their office. I think it should be paid back over seven years, without interest, at \$730 per month. Along with this, the

City's Charter prohibits "contracts" with anyone who is in default with the City. I recommend the Council declare those builders owing the fees as in default to the City and ban any further contracts, permits, approvals or any other business dealings until the fees are re-imbursed to us. I also recommend we ask the County to honor our default declaration and likewise ban further dealings with the builders who owe these fees. If WWS declines to honor our attempts to recover these fees, then a formal letter of complaint needs to be lodged with the County Board of Commissioners. I have not set this for any action tonight, but will be back when we have isolated who owes what. Please let me know your thoughts or objections if you think we need to head in a different direction.

- ✓ **MARATHON STATION BLIGHT & NON-CONFORMING USE** (*Discussion*)  
Included with tonight's packet you'll find a letter from the County Treasurer's office on the Marathon property. It's been a long time, but this is finally coming to a close. I've set this for discussion to explain our options. We have to make a decision on this no later than the meeting of December 13<sup>th</sup>.
- ✓ **SALE OF CITY PROPERTY 5129 MORRISH ROAD** (*Status*)  
Pending a report back to the Council with recommendation on the structure as well as the house the City owns at Morrish & Fortino.
- ✓ **LABOR CONTRACTS** (*Status*)  
We approved no change to wages and extended the wage re-opener for the POLC and AFSCME agreements out to December, and thereafter, on six month increments, to meet and review finances. I look to do the same with the Supervisor's contract.
- ✓ **GO GREEN, PUBLIC SAFETY BUILDING HVAC GRANT** (*Status*)  
Pending a project for the leftover funds.
- ✓ **FIRE DEPARTMENT: 2011 BUDGET & COST RECOVERY** (*Status*)  
The 2011 Budget was adopted at the meeting of November 22, minus CIP contributions. As indicated, we are looking at long term solutions to all public safety. The cost recovery issue plays into this, however, it is now in a bit of a state of flux based in the introduction of legislation that may prohibit such ordinances.
- ✓ **SPRINGBROOK EAST & HERITAGE ASSOCIATION S.A.D.** (*Resolution*)  
We've done all the meetings we can possible do with the Heritage Association. We've heard from as many residents that we can get to come to the meetings. The issues remain the same, in that the interests are mixed insofar as half of the association has completed streets. We've also got this coupled as close as we can with Springbrook East in order to take them through the process together for the best possible bid returns. It's time to move forward. I have a resolution directing the staff to prepare a Special Assessment District, similar to the one we did in August with Springbrook.
- ✓ **ZONING CODE AMENDMENT** (*Status*)  
Included with tonight's packet is a second draft. This draft, along with a public hearing, will be heard by the Planning Commission in January. It may be back before the Council in mid to late January for final determination.
- ✓ **MILLER-ELMS PDD AMENDMENT, FAMILY FARM & HOME** (*Status*)  
Pending agreements with the land owner and business owner.

## **NEW BUSINESS / PROJECTED ISSUES & PROJECTS**

- ✓ **APPROPRIATION & BID AWARD, ROAD SALT** (*Resolution*)  
Every year about this time (usually earlier though), we appropriate and award for the purchase of road salt. For many years now we have rode the back of the County Road Commissions bid to purchase. The arrangement has worked well as all the street authorities in the County bind together to purchase as a group. This year, the County Road Commission has decided to negotiate an extension on last year's contract, being 10%. The 2009-2010 contract award was \$49.72 per ton. The extended amount for this year, being 2010-2011 is \$54.69 per ton (10% increase). In review of last year's bid returns, which have always been the same bidders for many years, the next nearest bid was \$58.31. It's safe to assume that none of the submittals from last year will decrease, henceforth the logic of the County in extending the contract. With little other choice or options, I recommend we accept the offer to extend.
- ✓ **AMEND SWARTZ AMBULANCE AGREEMENT** (*Resolution*)  
After review of the Swartz Ambulance Agreement by their attorney, and after we had taken action on it, they have a few minor changes to Section #17, pertaining to record retention and confidentiality. Included with tonight's packet is the agreement as we passed it on October 25<sup>th</sup>, an email with the requested changes from Attorney Scott Fraim, and the new draft that reflects the changes. I see no problem with the changes. They simply give a bit more decision power to Swartz over records that may be confidential. I have a resolution to amend the agreement to reflect the changes.
- ✓ **APPROPRIATION, 2010-2011 FANG DUES** (*Resolution*)  
Included with tonight's packet is an invoice for the payment of the City's 2010-2011 annual FANG Dues. If it seems like yesterday that we paid these, it kind of was. When we ran into the GM 'ruptcy and tax appeals, we put just about everything on hold, including this. This invoice is sent right after the fiscal year for FANG, being October. We held last years until June, 2010. Rick recommends we pay this now. The cost is the same as last years and it is a budgeted item. I have a resolution for appropriation included with tonight's program.

## **Council Questions, Inquiries, Requests and Comments**

- *Traffic Lights, Bristol-Miller, GM-SPO.* Pending the direction that GM takes. New traffic counts as to warrants would need to be taken.
- *Sr. Center Budget, Statement, Building Cost Reconciliation.* Pending obtaining documents.
- *Deteriorated Retaining Walls & Planters at City Buildings.* The north wall at the Public Safety Building behind the Police Department collapsed. We are looking at solutions to take care of this more pressing problem first.
- *Tabled Garbage Collection Policy.* Resting comfortably... for now.
- *Youth Programs in Park.* Looking into this. This item is something that might best be suited for the City's School Liaison Officer. The matter has been referred to the Police Department for review and recommendation.

**City of Swartz Creek**  
**RESOLUTIONS**  
**Regular Council Meeting, Monday December 6, 2010 7:00 P.M.**

**Resolution No. 101206-4A**      **MINUTES, NOVEMBER 22, 2010**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held November 22, 2010 to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 101206-5A**      **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 December 6, 2010 to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 101206-6A**      **CITY MANAGER'S REPORT**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council approve the City Manager's Report of December 6, 2010, to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_



**ADOPT CITY-WIDE RATES, FEES AND CHARGES  
(WATER & SEWER REVISIONS)**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the City collects rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services, and;

**WHEREAS**, such rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services are a necessary and essential part of the funding for the services that the City provides, and:

**WHEREAS**, the City's Code of Ordinances defines and provides for certain rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services, and;

**WHEREAS**, other such rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services are provided for by resolution of the City Council, statutory provision, past practice, policy and other such actions, and

**WHEREAS**, the City has amended the City's Code of Ordinances to provide for various rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services to be set by resolution of the City Council, and;

**WHEREAS**, the City has need to implement additional rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services to be set by resolution of the City Council, and;

**WHEREAS**, the City desires to have all such rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services organized into a single resolution that can be visited periodically and adjusted accordingly.

**NOW, THEREFORE**, Be It Resolved the City of Swartz Creek hereby sets its rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services in accordance with the following schedule, effective immediately or as soon as practical thereafter, table as follows:

**CITY OF SWARTZ CREEK RATES, FEES PERMITS & CHARGES FOR SERVICES**

**1. Chapter 1: Municipal Ordinance Violations Bureau (Parking Fines)**

The following parking violations shall be punishable by the fines indicated:

<u>Offense</u>	<u>Fine</u>
(a) Parking too far from curb	\$ 20.00
(b) Angle parking violations	\$ 20.00
(c) Obstructing traffic	\$ 20.00
 <u>Prohibited parking (signs un-necessary)</u>	
(d) On sidewalk	\$ 20.00
(e) In front of drive	\$ 20.00
(f) Within intersection	\$ 20.00



(g) Within 15 feet of hydrant	\$ 20.00
(h) On crosswalk	\$ 20.00
(i) Within 20 feet of crosswalk or 15 feet of corner lot lines	\$ 20.00
(j) Within 30 feet of street side traffic sign or signal	\$ 20.00
(k) Within 50 feet of railroad crossing	\$ 20.00
(l) Within 20 feet of fire station entrance	\$ 20.00
(m) Within 75 feet of fire station entrance on opposite side of street (signs required)	\$ 20.00
(n) Beside street excavation when traffic obstructed	\$ 20.00
(o) Double parking	\$ 20.00
(p) On bridge of viaduct or within tunnel	\$ 20.00
(q) Within 200 feet of accident where police in attendance	\$ 20.00
(r) In front of theater	\$ 20.00
(s) Blocking emergency exit	\$ 20.00
(t) Blocking fire escape or fire lane	\$ 50.00
(u) In a handicapped space	\$100.00
(v) In prohibited zone (signs required)	\$ 20.00
(w) In alley (signs required)	\$ 20.00

Parking for prohibited purpose

(x) Displaying vehicle for sale	\$ 20.00
(y) Working or repairing vehicle	\$ 20.00
(z) Displaying advertising	\$ 20.00
(aa) Selling merchandise	\$ 20.00
(bb) Storage over 48 hours	\$ 20.00
(cc) Wrong side boulevard roadway	\$ 20.00
(dd) Loading zone violation	\$ 20.00
(ee) Bus, parking other than bus stop	\$ 20.00
(ff) Taxicab, parking other than cab stand	\$ 20.00
(gg) Bus, taxicab stand violations	\$ 20.00
(hh) Failure to set brakes	\$ 20.00
(ii) Parked on grade wheels not turned to curb	\$ 20.00
(jj) Parked on lawn extension within right of way	\$ 20.00

All \$20.00 violations not paid within 20 days will be assessed a \$10.00 late fee.

**2. Chapter 2: Liability for Expense of an Emergency Operation (Hazardous Materials Cleanup Cost Recovery)**

Cost shall be actual expenses inclusive of all Police & Fire Department wages, equipment and motor-pool and / or any sub-contracted actual expenses associated with hazardous materials clean-up.

**3. Chapter 2: Liability for Expense of an Emergency Response (Alcohol Related Arrests, Accidents)**

**A.** A cost of \$150 shall be assessed to each defendant convicted of O.U.I.L. – O.U.I.D or O.W.I. The cost recovery shall be collected as a part of the fines and costs set by the 67<sup>th</sup> District Court.

**B.** Actual costs shall be assessed to each defendant convicted of O.U.I.L. – O.U.I.D or O.W.I. in which a motor vehicle accident occurred. The cost recovery shall be collected as a part of the fines and costs set by the 67<sup>th</sup> District Court. In the event the court declines collection, they shall be billed direct to the defendant.

**C.** For the purpose of determining costs for extensive investigation and cleanup recovery for emergency response for alcohol related arrests and accidents, the following table shall be used:

Police Personnel	\$40	Per Hour
Police Clerical	30	Per Hour
Police Car	15	Per Hour

Fire Personnel	20	Per Hour
Fire Pumper	250	Per Hour
Fire Support Vehicles	100	Per Hour

**4. Chapter 5: Cemetery Lots - Purchase**

The cost for purchase of cemetery lots will be \$100.00 per lot.

**5. Chapter 5: Cemetery, Charges for Grave Openings, etc.**

Grave openings shall be actual costs, either as sub-contracted or performed by City Employees, plus a 15% administrative fee.

**6. Chapter 11: Park Reservation Fees**

Elms Park

	Resident:	Non-Resident:
Pavilion #1	\$35.00	\$50.00
Pavilion #2	\$75.00	\$100.00
Pavilion #3	\$20.00	\$35.00
Pavilion #4	\$75.00	\$100.00

Winshall Park

	Resident:	Non-Resident:
Pavilion #1	\$35.00	\$50.00
Pavilion #2	\$35.00	\$50.00
Pavilion #3	\$35.00	\$50.00

**7. Chapter 15: Permit, Sidewalk Installation**

\$25.00

**8. Chapter 15: Permit for Excavation, Right of Way or Other City Property**

\$100.00

**9. Chapter 19: Water System Use, Rates and Charges**

**(A)** Charges for water supply services to premises within the city connected with the water supply system shall be as follows:

*Rates for Quarterly Billings*

**Readiness to serve charge**

5/8", 3/4", 1"	\$47.45
1.5"	\$200.70
2"	\$321.12
3"	\$602.10
6"	\$2,007.00

**Commodity charger (per 100 cubic feet of water consumed):** \$3.09

Additional meters, connected for the exclusive purpose of registering water consumed and NOT returned to the sewer system shall be charged the commodity charge only (example: lawn sprinkler system).

**(B)** Any water customer may have water services temporarily shut off for any time period during which the premises, for which the water service is provided, will be unoccupied. The request for such shut off shall be made in writing on forms to be provided by the city. The written request shall specify the reason for the shut off and the date on which the water service shall be shut off.

**(C)** There shall be a Ten Dollar (\$10.00) charge for shutting off the water service pursuant to such request and a Ten Dollar (\$10.00) charge for turning the water service back on, if the shut off or turn on is performed during normal business hours. If this shut off or turn on is performed

outside of normal business hours, the charge shall be One-Hundred Dollars (\$100.00). The City Manager may waive shut off and turn on fees for reasonable cause.

(D) Water customers shall continue to be billed for a readiness to service charge while connected to the system.

**10. Chapter 19: Water & Sewer Tap Fees**

(A) There shall be paid, with respect to all premises connecting to the water and sanitary sewer system of the city, a tap-in fee pursuant to the following schedules:

- (1) Single-family residence--\$1,500 each for water & sanitary sewer
- (2) Multiple-family residence--\$1,500 per unit each for water and sanitary sewer

(B) All other uses connecting to the water and/or sanitary sewer system of the city shall be required to pay tap-in fees at the rate of one-thousand, five hundred dollars (\$1,500) per unit factor, pursuant to the unit factor table provided for by the Genesee County Division of Water and Waste. In no case shall tap-in fees be less than one-thousand, five hundred dollars (\$1,500).

(C) Furthermore, for any structure used generally for more than one (1) purpose, connection fees shall be determined by applying the appropriate unit factors as set by the Genesee County Division of Water and Waste, to the various uses on any level, grade or sub-grade plane of the structure, provided that it is intended that the fees so derived shall be cumulative.

**11. Chapter 19: Sanitary Sewer Rates**

*Rates for Quarterly Billings*

Readiness to serve charge (per metered account):	\$48.70
Readiness to serve charge (non-metered accounts):	\$119.58
Commodity charge (per 100 cubic feet of water consumed):	\$1.57

A readiness to serve charge equal to the number of calculated sewer units shall be charged to all customers connected to the city's sewer system to offset fixed costs of system operation. In addition, a commodity charge shall be applied to the sewer bill in an amount equal to the above rate multiplied by the number of ccf that the accompanying water account registers. If the sewer connection is not accompanied by a water meter to register water usage, the charge shall be considered non-metered and no commodity charge shall be applied.

For the purposes of determining sanitary sewer rates, per unit sewage disposal calculations resulting in a fraction of a whole number shall be rounded up to the next highest whole number.

**12. Chapter 20: Weed Cutting Fees**

\$300 per cut

**13. Building & Trade Inspection Fees**

**A. Building Permit Fees: Appendix A 21.06**

\$50.00 for first \$1,000 value \$5.00 per \$1,000 thereafter and \$50.00 for a one-time Inspection fee.

**B. Electrical Inspection Fees**

Application Fee (non-refundable) \$50

**Service**

Through 200 Amp.	\$10
Over 200 Amp. thru 600 Amp.	\$15
Over 600 Amp. thru 800 Amp.	\$20
Over 800 Amp. thru 1200 Amp.	\$25

Over 1200 Amp. (GFI only)	\$50
Circuits	\$5
Lighting Fixtures-per 25	\$6
Dishwasher	\$5
Furnace-Unit Heater	\$5
Electrical-Heating Units (baseboard)	\$4
Power Outlets (ranges, dryers, etc.)	\$7

**Signs**

Unit	\$10
Letter	\$15
Neon-each 25 feet	\$20
Feeders-Bus Ducts, etc.-per 50'	\$6
Mobile Home Park Site	\$6
Recreational Vehicle Park Site	\$4

**K.V.A. & H.P.**

Units up to 20	\$6
Units 21 to 50 K.V.A. or H.P.	\$10
Units 51 K.V.A. or H.P. & over	\$12

**Fire Alarm Systems (excl. smoke detectors)**

Up to 10 devices	\$50
11 to 20 devices	\$100
Over 20 devices	\$5 each

**Data/Telecommunication Outlets**

1-19 devices	\$5 each
20-300 devices	\$100
Over 300 devices	\$300
Energy Retrofit-Temp. Control	\$45
Conduit only or grounding only	\$45

**Inspections**

Special/Safety Insp. (includes cert. fee)	\$50
Additional Inspection	\$50
Final Inspection	\$50
Certification Fee	\$20

**C. Mechanical Inspection Fees**

Application Fee (non-refundable)	\$50
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**Residential Heating System** (includes

duct & pipe, new building only)	\$50
Gas/Oil Burning Equipment (furnace, roof top units, generators)	\$30
Boiler	\$30
Water Heater	\$5
Damper	\$5
Solid Fuel Equip. (includes chimney)	\$30
Gas Burning Fireplace	\$30
Chimney, factory built (installed separately)	\$25
Solar; set of 3 panels-fluid transfer (includes piping)	\$20
Gas piping; each opening-new installation (residential)	\$5
Air Conditioning (includes split systems)	
RTU-Cooling only	\$30
Heat Pumps (complete residential)	\$30

Dryer, Bath & Kitchen Exhaust	\$5
<b><u>Tanks</u></b>	
Aboveground	\$20
Aboveground Connection	\$20
Underground	\$25
Underground Connection	\$25
Humidifiers/Air Cleaners	\$10
<b><u>Piping-minimum fee \$25</u></b>	
Piping	\$.05/ft
Process piping	\$.05/ft
Duct-minimum fee \$25	\$.10/ft
Heat Pumps; Commercial (pipe not included)	\$20
<b><u>Air Handlers/Heat Wheels</u></b>	
Under 10,000 CFM	\$20
Over 10,000 CFM	\$60
Commercial Hoods/Exhausters	\$15
Heat Recovery Units	\$10
V.A.V. Boxes	\$10
Unit Ventilators	\$10
Unit Heaters (terminal units)	\$15
<b><u>Fire Suppression/Protection</u></b>	
(includes piping) –minimum fee \$20	\$.75/head
Evaporator Coils	\$30
Refrigeration (split system)	\$30
Chiller	\$30
Cooling Towers	\$30
Compressor/Condenser	\$30
<b><u>Inspections</u></b>	
Special/Safety Insp. (includes cert. fee)	\$50
Additional Inspection	\$50
Final Inspection	\$50
Certification Fee	\$20
<b>D. Plumbing Inspection Fees</b>	
Application Fee (non-refundable)	\$50
<b><u>Mobile Home Park Site</u></b>	
Fixtures, floor drains, special drains,	\$5 each
Water connected appliances	\$5 each
Stacks (soil, waste, vent and conductor)	\$3 each
Sewage ejectors, sumps	\$5 each
Sub-soil drains	\$5 each
<b><u>Water Service</u></b>	
Less than 2"	\$5
2" to 6"	\$25
Over 6"	\$50
Connection (bldg. drain-bldg. sewers)	\$5
<b><u>Sewers (sanitary, storm or combined)</u></b>	
Less than 6"	\$5
6" and Over	\$25
Manholes, Catch Basins	\$5 each

**Water Distributing Pipe (system)**

¾" Water Distribution Pipe	\$5
1" Water Distribution Pipe	\$10
1 ¼" Water Distribution Pipe	\$15
1 ½" Water Distribution Pipe	\$20
2" Water Distribution Pipe	\$25
Over 2" Water Distribution Pipe	\$30
Reduced pressure zone back-flow preventer	\$5 each
Domestic water treatment and filtering equipment only	\$5
Medical Gas System	\$45

**Inspections**

Special/Safety Insp. (includes cert. fee)	\$50
Additional Inspection	\$50
Final Inspection	\$50
Certification Fee	\$20

**14. Appendix B: Franchises**

\$250 application fee plus actual expenses related to preparation by City Attorney.

**15. Miscellaneous Fees**

A. *Copies:*

Black & White: 50¢ for the first page & 10¢ for each additional page.

Color or Mixed Color and Black & White: 50¢ for the first page & 20¢ for each additional page.

B. *Freedom of Information Act Requests:*

50¢ for the first page and 10¢ for each additional page (20¢ for color or mixed color and black & white) plus all actual costs for outside re-production (i.e. photo re-prints, blueprint copies, etc.). Extensive search requests shall have an additional per hour fee equal to wages only of the lowest paid clerical position employed with the City.

C. *Police Reports:*

\$2 for copies under 25 pages. Extensive research, reproduction costs, etc. shall be charged in accordance with F.O.I.A. requests.

D. *Gun Registrations, Permits & Safety Inspections:*

No Charge

E. *Towing & Impound Fees:*

\$75 for each vehicle towed as incidental to arrest or civil custody. \$75 for each vehicle towed as abandoned. The Chief of Police may, at his/her discretion, waive any towing fee when in his/her opinion, special circumstance exists. A report shall be filed when any such action is taken.

F. *Weddings:*

\$25 per ceremony

G. *Fax Services:*

\$.50 per page for the first 10 pages, then \$.10 per page thereafter

H. *Notary Services:*

\$5.00 per visit

**16. Chapter 13 & 16: Development Plans, Administrative Fees, Subdivision Site Plan & Review Fees**

A. Site Plan Review:

Single & Multiple-Family (non-plat)	\$300 plus \$5.00 per lot
Cluster Housing Development	\$300 plus \$5.00 per unit
Mobile Home Park	\$400 plus \$5.00 per unit
Commercial Development	\$450 plus \$50.00 per acre/fraction
Industrial Development	\$400 plus \$50.00 per acre/fraction
Office Development	\$350 plus \$50.00 per acre/fraction
Institutional	\$300 plus \$50.00 per acre/fraction
Public/semi-public uses	\$300 plus \$50.00 per acre/fraction
Special Approval or Conditional Use	\$250 plus \$5.00 per acre/fraction
PUD/Mixed Use Review	\$500 plus \$50.00 per acre/fraction
Fees (All Reviews)	Actual consultant costs
Revisions	½ of original review fee

**B. Building and Zoning:**

Swimming Pool Permit	\$25
Zoning Permit	\$25
Sidewalk Permit	\$25
Sign Permit	See Building Permits
Structure Movement Permit	\$95
Demolition Permit (Including ROW Permit)	\$150
Right of Way Permit	\$100
Home Occupation Permit	\$95
Variance Review	\$250 per variance
Lot Split/Combination: City Ordinance Section 16.2	\$150 plus \$5.00 per lot
Public or Private Road Plan Reviews	\$400 per mile/fraction
Consulting Fees	Actual consultant costs
Zoning Code	\$10 CD, \$25 Paper Copy
Engineering Standards Manual	\$10 CD, \$25 Paper Copy

**C. Subdivision Review**

Preliminary Subdivision Review-Tentative	\$300 plus \$5.35 per lot
Preliminary Subdivision Review- Final	\$160 plus \$2.70 per lot
Final Plat Review	\$160 plus \$1.00 per lot

**17. Chapter 1: Municipal Civil Infraction Fines**

Civic Infraction Citation Fines:

First Offense	\$100
Second Offense	\$200
Third Offense	\$300

Civic Infraction Notice Fines:

First Offense	\$75
Second Offense	\$150
Third Offense	\$250

ADOPTION & REVISION HISTORY:

Resolution No. 050711-07

Dated July 11, 2005

Resolution No. 100208-06

Dated February 8, 2010

Resolution No. 101206-\_\_\_\_

Dated December 6, 2010

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_



**APPROPRIATION – BID AWARD, PURCHASE ROAD SALT**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the City possesses the need to purchase 980 tons of rock salt for application to public rights of way during those long, cold Michigan winters; and

**WHEREAS**, the City’s Purchasing Ordinance, Chapter 2, Article VI, Section 2-406 provides for and encourages cooperative government purchasing practices; and

**WHEREAS**, the Genesee County Road Commission accepts and awards bids for the purchase of rock salt for application to public rights of way during those long, cold Michigan winters; and

**WHEREAS**, the County Road Commission awarded a bid to the lowest bidder, Detroit Salt Company of 12841 Sanders, Detroit, at a unit cost of \$49.72 per ton, a copy of the bid tabulation attached hereto, and a cooperative purchasing invitation has been extended to the City from the Genesee County Road Commission, the City awarding the bid and appropriation on May 26, 2009; and

**WHEREAS**, based on market conditions and pricing, the County Road Commission negotiated an extension to the 2009-2010 contract arriving at a 10% increase to the 2010-2011 contract, price being \$54.69 per ton, and extended such pricing to all Genesee County Street Authorities; and

**WHEREAS**, the City finds that such increase may not necessarily be reasonable, but cannot be matched if attempts were made to bid on the open market or through private sources.

**NOW, THEREFORE, I MOVE** the City of Swartz Creek City accept the Genesee County Road Commission’s cooperative purchasing extension and appropriate of the negotiated extension, in an amount not to exceed \$53,597, plus 10% contingency, for the purchase of rock salt from the Detroit Salt Company, expenses to be distributed proportionate to use at the direction of the City’s Finance Director.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 101206-8C**

**AMEND SWARTZ AMBULANCE AGREEMENT**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the City approved the extension of an agreement with Swartz Ambulance Company on October 25, 2010, the agreement providing for a contribution to maintain a fixed base of operations within the City; and

**WHEREAS**, the agreement is acceptable to the Provider, Swartz Ambulance, with the exception of some minor changes to Section #17 that allows for greater retention of confidential records; and

**WHEREAS**, the suggested changes are acceptable to the City, such changes having been made, an amended copy attached hereto.

**NOW, THEREFORE, I Move** the City of Swartz Creek allow for the changes to Section #17, and further, direct the Mayor and City Clerk to execute the amended agreement on behalf of the city.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 101206-8D**

**HERITAGE VILLAGE SPECIAL ASSESSMENT REQUEST**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the City of Swartz Creek is in receipt of a request from the Heritage Village Association asking for the creation of a Special Assessment District for the repair and completion of a yet to be determined number of streets within the condominium association; and

**WHEREAS**, the request is the result of a vote of the Association Board of the Heritage Village Condominium Association, and after a of a series of meetings between the City Staff and consulting engineers, the Association Board and General Association Membership; and

**WHEREAS**, in accordance with the authority set forth in State Statute, the City’s Charter and Special Assessment Ordinance, the Council finds sufficient cause to further examine the request and proceed forward with a Council directive to the City Staff to prepare all necessary documents, reports and recommendations and to bring such findings back to the City Council for review and decision.

**NOW, THEREFORE, I Move** that the City of Swartz Creek Council, in accordance with City Ordinance, Chapter 14, Section 14-3, direct the City Manager to prepare all necessary documents, reports and recommendations and to bring such findings back to the City Council for examination, review and decision.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 101206-8E      APPROPRIATION, 2010-2011 FANG DUES**

Motion by Councilmember: \_\_\_\_\_

**I Move** the City of Swartz Creek appropriate and approve the expenditure in an amount not to exceed \$8,368 from Fund 265, the City's 2010-2011 annual fees for membership in the Flint Area Narcotics Group.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**City of Swartz Creek**  
**Regular Council Meeting Minutes**  
*Of the Meeting Held*  
**Monday November 22, 2010 7:00 P.M.**

**CITY OF SWARTZ CREEK**  
**SWARTZ CREEK, MICHIGAN**  
**MINUTES OF THE COUNCIL MEETING**  
**DATE 11/22/2010**

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, Deputy City Clerk Mary Jo Clark, DPS Director Tom Svrcek,

Others Present: Boots Abrams, Sharon Shumaker, Steve Shumaker, Panks/Hammond, Jay Freeman, Jan Sulz, Brad Lindsay, Bob Arnould, Carol Hemsall, Bill Phelps, Jeanette Phelps, Bruce Hayer, Jim Florence, Harland Moody, Fran Moody, Brent Cole, Ron Schultz, Bill Metcalfe, Ted Kramer, Carl Conner, Michael Jankowski.

**APPROVAL OF MINUTES**

**Resolution No. 101122-01a**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting, as corrected, held November 8, 2010, to be circulated and placed on file.

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

**Resolution No. 101122-01b**

**(Carried)**

Motion by Mayor Pro-Tem Krueger  
Second by Councilmember Shumaker

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Special Council Meeting, held November 9, 2010, to be circulated and placed on file.

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

## **APPROVAL OF AGENDA**

### **Resolution No. 101122-02**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Mayor Pro-Tem Krueger

**I Move** the Swartz Creek City Council approve the Agenda, as printed, for the Regular Council Meeting of November 22, 2010 to be circulated and placed on file.

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

## **REPORTS AND COMMUNICATIONS:**

### **City Manager's Report**

#### **Resolution No. 101122-03**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Binder

**I Move** the Swartz Creek City Council approve the City Manager's Report of November 22, 2010, to be circulated and placed on file.

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

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

## **MEETING OPENED TO THE PUBLIC:**

Maureen George, asked if the microphones could be turned up so that she could hear better.

## **COUNCIL ORGANIZATIONAL ACTIVITIES**

### **Boards & Commissions & Representatives**

#### **Resolution No. 101122-04**

**(Carried)**

Motion by Councilmember Binder  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council concur with the Mayor and City Council appointments as follows:

**Mayor's Appointment:**

<b>#101122-8A</b>	Fire Board, City Citizen Representative Term Expiring November 12, 2012	<b>RAY THORNTON</b>
<b>#101122-8B</b>	Fire Board, City Citizen Representative Term Expiring November 12, 2012	<b>RICK CLOLINGER</b>
<b>#101122-8C</b>	Fire Board, Council Representative Term Expiring November 12, 2012	<b>DAVID HURT</b>
<b>#101122-8D</b>	Planning Commission, Administrative Officer: Term Expiring November 12, 2012	<b>PAUL BUECHE</b>
<b>#101122-8E</b>	Planning Commission, Council Representative: Term Expiring November 12, 2012	<b>DAVID HURT</b>
<b>#101122-8F</b>	Metro Alliance, Council Representative: Term Expiring November 12, 2012	<b>DAVID KRUEGER</b>
<b>#101122-8G</b>	Metro Alliance, Citizen Representative: Term Expiring November 12, 2012	<b>RONALD SCHULTZ</b>
<b>#101122-8H</b>	Parks & Recreation Advisory Board Terms Expiring December 31, 2012	<b>KORENE KELLY RODNEY GARDNER MICHAEL SHUMAKER RICK HENRY RONALD SCHULTZ DAVID PLUMB RAE LYNN HICKS RAY THORNTON JAMES FLORENCE</b>

**Council Appointments:**

<b>#101122-8I</b>	Small Cities, Delegate & Alternate: Terms Expiring November 12, 2012	<b>RICHARD ABRAMS MIKE SHUMAKER</b>
<b>#101122-8J</b>	FANG, Delegate & Alternate: Terms Expiring November 12, 2012	<b>CURT PORATH RAE LYNN HICKS</b>
<b>#101122-8K</b>	WWS Representative, Delegate & Alternate Term Expiring November 12, 2012	<b>THOMAS SVRCEK PAUL BUECHE</b>
<b>#101122-8L</b>	Construction Board of Appeals (3 Positions) Terms Expiring November 12, 2012	<b>DOUGLAS STEPHENS MICHAEL SHUMAKER RONALD SCHULTZ</b>
<b>#101122-8M</b>	911 Consortium Term Expiring November 12, 2012	<b>PAUL BUECHE</b>
<b>#101122-8N</b>	Zoning Board of Appeals, Council Representative Term Expiring November 12, 2012	<b>CURT PORATH</b>
<b>#101122-8O</b>	Zoning Board of Appeals, Council Representative Term Expiring November 5, 2013	<b>RONALD SCHULTZ</b>

**#101122-8P** Zoning Board of Appeals, Council Representative  
Term Expiring November 5, 2013

**JAMES PACKER**

**#101122-8Q** Street Administrator, MPO-TAC, Delegate  
Term Expiring November 12, 2012

**THOMAS SVRCEK**

DDA Citizen Advisory Board  
Disaster Policy Committee

All Vacant, For Now  
All Vacant, For Now

Discussion Ensued.

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

### **Appropriation, 2011 Fiscal Year Fire Budget**

**Resolution No. 101122-05**

**(Carried)**

Motion by Councilmember Hurt  
Second by Councilmember Hicks

I Move the City of Swartz Creek approve the 2011 Fiscal Year Swartz Creek Area Fire Budget, a copy of which is attached hereto, minus the City's Capital Improvement contribution of \$25,000, gross maximum total not to exceed \$268,200 and further, appropriate an amount not to exceed \$134,100 from the City General Fund, to be paid consummate of the agreement between the City of Swartz Creek and the Charter Township of Clayton, payment being the City's obligation of one-half of the proposed total budget of \$268,200.

Discussion Took Place.

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

### **Miller-Elms Southeast Planned Unit Development District, Final Plan**

**Resolution No. 101122-06**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek approve the final Planned Unit Development Proposal for the South East corner of Miller and Elms Roads (first site being Family Farm & Home), as amended in application materials and plans dated November 17, 2010, as included hereto for review and filed in the Clerk's property files, with the following conditions:

1. Execution of a development agreement that addresses:
  - a. Easements through the site and up to the property to the south



- b. Closure of the existing access point on Elms Rd.
  - c. Provisions for all site improvements, including pedestrian access throughout the site, as necessary
  - d. Provision for a north-bound left turn lane on Elms Rd.
2. Satisfy comments submitted by the City Engineer, ROWE Professional Services, dated November 4, 2010, the City's traffic consultant, Progressive A & E, dated November 12, 2010, and Public Services Director dated November 16, 2010

Discussion Took Place.

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

**Final Site Plan Approval, Family Farm & Home, Miller-Elms Southeast Planned Unit Development District**

**Resolution No. 101122-07**

**(Carried)**

Motion by Mayor Pro-Tem Krueger  
 Second by Councilmember Hurt

**I Move** the City of Swartz Creek approve the final site plan for the Family Farm & Home, as amended in application materials and plans dated November 17, 2010, as included hereto for review and filed in the Clerk's property files, with the following conditions:

- 1. Approval of the waivers identified in the staff review dated October 22, 2010; specifically that the setback on the south side of the building be considered as the rear yard and that parking requirement is 103 spaces.
- 2. Confirmation of acceptable light pole heights of 20 feet.
- 3. Install a screening fence, as needed, along the south property line to shield the adjacent residence from vehicle headlights.
- 4. Confirmation of acceptable sign details.
- 5. Satisfy and comply with comments submitted by the City Engineer, ROWE Professional Services, dated November 4, 2010, the City's traffic consultant, Progressive A & E, dated November 12, 2010, and Public Services Director dated November 16, 2010.

Discussion Ensued

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

**Special Land Use Approval, Family Farm & Home, Miller-Elms Southeast Planned Unit Development District**

**Resolution No. 101122-08**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek approve the Special Land use application for outdoor sales and storage for the Family Farm & Home, as applied for in application materials and plans dated November 17, 2010, as included hereto for review and filed in the Clerk's property files with no additional conditions.

Discussion Took Place.

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

**Water-Sewer Rates**

**(Discussion Topic)**

City Manager Bueche gave a brief presentation on the current water/sewer rates and the proposed changes to those rates.

**MEETING OPENED TO THE PUBLIC**

A Springbrook resident stated that the water bills are outrageous and questioned what the readiness to serve charges are.

Janet Sulz, 4466 Colony Court, complained about the current water rates. Ms. Sulz stated that she waters her lawn twice a day, three times a week; Tuesday, Thursday, Saturday. Ms. Sulz stated that when she got her August water/sewer bill, she shut the water off and watered the lawn for maybe 20 days, once a day for 3 days a week. Ms. Sulz stated that DPS workers checked her meter two separate times. Ms. Sulz questioned what the increase would be in February.

Bill Phelps, 4283 Latiffie, stated that he wants a good explanation on the water rates.

Bob Arnould, 4393 Springbrook, stated he requested that his meter be calibrated. Mr. Bueche stated that it is cheaper to replace the meter and that most of the complaints are coming from residents who regularly water their lawns.

Jim Florence, 4296 Springbrook, stated that with the new rates, his bill will go down about a dollar, based on his current usage. Mr. Florence expressed concern about the readiness to serve charges with residents who leave for the winter.

DPS Director, Tom Svrcek, advised residents about back up sump pumps that run using City water. Mr. Svrcek advised that many have been found to be defective and are running constantly, using water.

Jay Freeman, 7391 Lennon, spoke about the Miller-Elms PUD. Mr. Freeman is a member of the GLS Building Trades Council as well as a business representative for the Flint Electrical Workers. Mr. Freeman spoke about the wages paid in this area and the need to protect the

workers. Mr. Freeman spoke about a new movement called “wage theft.” Mr. Freeman asked that a group be put together to insure that local people have an equal opportunity to get jobs that are available.

**REMARKS BY COUNCILMEMBERS:**

Councilmember Hurt apologized for his outburst. Mr. Hurt stated that it is not Council against citizens, that they all want the same things.

Councilmember Hicks thanked Officer Szmanzky on behalf of a resident, for his work in the schools and the community.

Councilmember Shumaker spoke about outside watering. Mr. Shumaker suggested selectively watering only what is needed. Mr. Shumaker spoke about the costs of water. Mr. Shumaker stated that he feels the City administration has done its best.

Councilmember Porath stated that he thinks it is unfortunate that some residents feel it is the Council against the residents. Mr. Porath stated that costs to the City are going up and the bills have to be paid.

Mayor Pro-Tem Krueger stated that there was no increase in the City’s water/sewer rates to the residents for three years.

**Adjournment**

**Resolution No. 101122-09**

**(Carried)**

Motion by Mayor Pro-Tem Krueger  
Second by Councilmember Hicks

**I Move** the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 9:05 p.m.

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

Richard Abrams, Mayor

Mary Jo Clark, Deputy City Clerk

**Public Works**  
**Monthly Work Orders**  
12/01/10

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
CKME10-0146 COMPLETED	CH20-009233-0000-01	EARLEY, TOM 9233 CHESTERFIELD DR	11/03/10 11/03/10	CHECK METER
CKME10-0147 COMPLETED	CC10-007384-0000-01	RAMBERG, EVA 7384 CROSSCREEK DR	11/05/10 11/05/10	CHECK METER
CKME10-0148	SC10-004921-B010-01	MARI-DAN MILLER FARMS 4921 SCHAFFER # B010 DR	11/12/10	CHECK METER
CKME10-0149	SC10-004985-B002-01	MARI-DAN MILLER FARMS 4985 SCHAFFER # B002 DR	11/12/10	CHECK METER
CKME10-0150	SC10-004903-B011-01	MARI-DAN MILLER FARMS 4903 SCHAFFER # B011 DR	11/12/10	CHECK METER
CKME10-0151 COMPLETED	LI10-007163-0000-00	BRISCOE, RAYMOND 7163 LINDSEY DR	11/05/10 11/05/10	CHECK METER
CKME10-0152 COMPLETED	SE20-005217-0000-01	GREEN, JOHANNA 5217 SEYMOUR RD	11/05/10 11/05/10	CHECK METER
CKME10-0153 COMPLETED	YA10-007035-0000-01	HAIST, ROLAND J 7035 YARMY DR	11/05/10 11/05/10	CHECK METER
CKME10-0154 COMPLETED	DA10-005181-0000-01	BLACKBURN, LINDA 5181 DAVAL DR	11/09/10 11/09/10	CHECK METER
CKME10-0155 COMPLETED	CO10-004466-0000-02	SULZ, JANET J 4466 COLONY CT	11/11/10 11/11/10	CHECK METER
CKME10-0156 COMPLETED	CC10-007374-0000-01	WILLIAMS, NANCY 7374 CROSSCREEK DR	11/18/10 11/18/10	CHECK METER
ELEC10-0018 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/01/10 11/01/10	ELEC SETUP/TAKEDO
ELEC10-0019 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/03/10 11/03/10	ELEC SETUP/TAKEDO
FLAG10-0037 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/17/10 11/18/10	LOWER/RAISE FLAG
FLAG10-0038 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/24/10 11/29/10	LOWER/RAISE FLAG
FNRD10-0245 COMPLETED	MO10-004140-0000-01	AARDVARK MINI STORAGE 4140 MORRISH RD	11/17/10 11/17/10	FINAL READ
FNRD10-0249 COMPLETED	FI10-005027-0000-03	WINELAND, JOE 5027 FIRST ST	11/30/10 11/30/10	FINAL READ
GWO10-0169 COMPLETED	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	11/05/10 11/10/10	GENERIC WORK ORDE
HYDR10-0005 COMPLETED	WO10-005307-0000-02	SHEROSKI JR, TERRANCE 5307 WORCHESTER DR	11/09/10 11/10/10	HYDRANTS
MTRP10-0308 COMPLETED	MI10-009015-0000-01	LITTLE CAESARS 9015 MILLER RD	11/02/10 11/02/10	METER REPAIR

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
MTRP10-0309 COMPLETED	AR10-006242-0000-03	HENRY, TRACY 6242 ARLINGTON DR	11/04/10 11/04/10	METER REPAIR
MTRP10-0311 COMPLETED	CH30-007563-0000-01	SMIGIEL, JAMES 7563 CHURCH ST	11/30/10 11/30/10	METER REPAIR
READ10-0151 COMPLETED	BR30-000158-0000-04	HARRIS, MARCIA 158 BROOKFIELD DR	11/29/10 11/30/10	READ METER
READ10-0152 COMPLETED	CO10-004466-0000-02	SULZ, JANET J 4466 COLONY CT	11/18/10 11/18/10	READ METER
READ10-0153 COMPLETED	OA10-009258-0000-01	MILLER, RANDY 9258 OAKVIEW DR	11/18/10 11/18/10	READ METER
REPL10-0015 COMPLETED	CO10-004466-0000-02	SULZ, JANET J 4466 COLONY CT	11/30/10 11/30/10	METER REPLACEMENT
REPL10-0016	MA30-007508-0000-02	ALLEN, LUCILLE 7508 MASON ST	11/30/10	METER REPLACEMENT
REPL10-0017 COMPLETED	SP10-004393-0000-01	ARNOULD, ROBERT 4393 SPRINGBROOK DR	11/30/10 11/30/10	METER REPLACEMENT
WOFF10-0388 COMPLETED	MO10-004384-0000-01	POWERS, HERMAN T 4384 MORRISH RD	11/11/10 11/11/10	WATER TURN OFF
WTON10-0304 COMPLETED	MI10-007055-0000-02	WELLS FARGO 7055 MILLER RD	11/23/10 11/23/10	WATER TURN ON
WTON10-0305 COMPLETED	MI10-007029-0000-03	GAMEL, JENNIFER/CARR, JOSHUA 7029 MILLER RD	11/29/10 11/29/10	WATER TURN ON

Total Records: 31

DPS ACTIVITY - NOVEMBER 2010

	<u>REG</u>	<u>HOL</u>	<u>VAC</u>	<u>ABSENT</u>	<u>OT</u>	<u>DT</u>
<b>101 GENERAL FUND</b>						
262.0 ELECTIONS	17.00			0.10		
781.0 AMPHI-PARK						
782.0 WINSHALL PARK	7.00					
783.0 ELMS PARK	6.50			0.05		
784.0 BICENT. PARK						
790.0 LIBRARY/SENIOR	29.00		1.94	0.06		
792.0 P S BLDG	12.50		0.92	0.04		
793.0 CITY HALL	3.63		0.26			
794.0 COMM PROMO	5.00		0.21			
796.0 CEMETERY						
<b>202 MAJOR STREET FUND</b>						
429.0 SAFETY						
441.0 PARK & RIDE SNOW						
463.0 STREET MAIN	10.00		0.35			
474.0 TRAFFIC						
478.0 SNOW & ICE						
482.0 ADMIN	3.76		0.22	0.43		
<b>203 LOCAL STREET FUND</b>						
429.0 SAFETY						
463.0 STREET MAIN	11.00		0.79	0.04		
474.0 TRAFFIC	2.00					
478.0 SNOW & ICE						
482.0 ADMIN	3.76		0.22	0.43		
<b>226 GARBAGE FUND</b>						
441.0 PARK & RIDE GARBAGE						
528.0 COLLECT	83.00		35.74	0.56		
530.0 WOODCHIPPING	58.83		1.61	1.01		
782.0 WINSHALL PARK GARBAGE	3.00			0.04	1.00	1.00
783.0 ELMS PARK GARBAGE	8.00		0.05	0.04	1.00	1.00
793.0 CITY HALL	3.63		0.26			
<b>590 WATER</b>						
540.0 WATER SYSTEM	151.07		21.14	7.03		
<b>540.0 WATER-ON CALL</b>						
542.0 READ & BILL	22.50		0.88	0.09		
793.0 CITY HALL	3.62		0.24			
<b>591 SEWER</b>						
536.0 SEWER SYSTEM	68.08		3.81	6.93		
<b>536.0 SEWER-ON CALL</b>						
537.0 LIFT STATION	8.00		0.38	0.02		
542.0 READ & BILL	15.50			0.09		
793.0 CITY HALL	3.62		0.24			
<b>661 MOTOR POOL FUND</b>						
795.0 CITY GARAGE	13.00		0.74	0.04		
<b>DAILY HOURS TOTAL</b>	<b>553.00</b>	<b>0.00</b>	<b>70.00</b>	<b>17.00</b>	<b>2.00</b>	<b>2.00</b>

November 2010	MILES DRIVEN	GALLONS GAS PURCHASED	GALLONS DIESEL PURCHASED
#1 P/U 4WD			
#3 P/U 4WD	300	41	
07-03 P/U 4WD	59		
09-03 P/U 4WD	367		31
#2 P/U 2WD	367	53	
#6-00 BACKHOE			
#9 DUMP	74	30	
#10 DUMP			
#11 DUMP	89	25	
#12-02 DUMP			
#12-04 DUMP	172		46
#12-99 GENERATOR			
#9-02 BRUSH HOG			
#17 CASE BACKHOE			
#19 JD TRACTOR			
#06-99 BUCKET TRUCK	15		
#21 WOOD CHIPPER			21
#807 STREET SWEEPER	77		36
#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	409	28	
<b>TOTAL</b>	<b>1929</b>	<b>176</b>	<b>134</b>



12/01/2010

CHECK REGISTER FOR CITY OF SWARTZ CREEK  
CHECK DATE FROM 11/01/2010 - 11/30/2010

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
11/04/2010	34136	ADAM H ZETTEL	OCT 2010 INVOICE	1,397.50
11/04/2010	34137	AMANDA OBERT	UB REFUND 5111 FAIRCHILD	49.43
11/04/2010	34138	ARROW UNIFORM RENTAL	MATS, SUPPLIES	26.94
			UNIFORMS, MATS, SUPPLIES, ENV.	73.32
				100.26
11/04/2010	34139	BARBARA C TANASE	UB REFUND 9096 LUEA	4.45
11/04/2010	34140	COMCAST BUSINESS	11/1-11/30/2010 PUBLIC SAFETY BLDG	139.85
11/04/2010	34141	DORNBOS SIGN & SAFETY INC	NO PARKING SIGNS	52.69
11/04/2010	34142	GOV'T FINANCE OFFICERS ASSOC.	GOVT GAAP UPDATE INTERNET COURSE	180.00
11/04/2010	34143	MICHAEL W GAITHER	MOW & TRIM 10/5/10 CITY PROPERTIES	120.00
			MOW & TRIM 10/6/10 CITY PROPERTIES	460.00
			MOW & TRIM 10/12/10 CITY PROPERTIES	110.00
			MOW & TRIM 10/13/10 CITY PROPERTIES	215.00
			MOW & TRIM 10/16/10 CITY PROPERTIES	250.00
			MOW & TRIM 10/18/10 CITY PROPERTIES	300.00
			MOW & TRIM 10/29/10 CITY PROPERTIES	325.00
			MOW & TRIM 10/31/10 CITY PROPERTIES	355.00
				2,135.00
11/04/2010	34144	MITCHELL TREE REMOVAL	CHIPPING	1,040.00
11/04/2010	34145	PURCHASE POWER	POSTAGE FOR METER	1,519.99
11/04/2010	34146	RWS OF MID MICHIGAN	GARBAGE/RECYCLING/YARD WASTE FY11	19,695.68
11/04/2010	34147	SALLY M ADAMS	AUG-NOV 2010	916.00
			OVRPMT MAY-JUNE 2010	(140.00)
				776.00
11/04/2010	34148	SCHAEFER'S OFFICE SOURCE	RETURN GREEN LEGAL PAPER	(18.58)
			OFFICE SUPPLIES	113.32
			GREEN COPY PAPER 8.5 X 11	9.58

			GARBAGE BAGS	49.34
			PAPER TOWELS (2 BOXES)	61.78
				215.44
11/04/2010	34149	SUBURBAN AUTO SUPPLY	WINDSHIELD WIPERS	15.98
11/04/2010	34150	SUNRAY INSULATION II INC	INSTALL INSULATION SR CTR/LIBRARY	850.00
11/04/2010	34151	VALLEY PETROLEUM	OCT 10 FUEL USAGE - DPW	841.43
11/04/2010	34152	VALLEY PETROLEUM	OCT 10 FUEL USAGE - POLICE	1,550.59
11/11/2010	34153	ADAM ZETTEL	REFUND 9/3/10 & 9/17/10 AFLAC DEDUCTIONS	72.68
11/11/2010	34154	ARROW UNIFORM RENTAL	MATS, SUPPLIES	26.94
			UNIFORMS, MATS, SUPPLIES, ENV.	73.32
				100.26
11/11/2010	34155	BASIC	COPAY/OFFICE VISIT KORTH/ESKEW	142.10
11/11/2010	34156	BS & A SOFTWARE	TAX SYS/ANNUAL SERV/SUPP 11/1/10-11/1/11	895.00
			MISC REC ANNUAL SERV/SUP 11/1/10-11/1/11	550.00
				1,445.00
11/11/2010	34157	C & H CONSTRUCTION CO INC	WATERMAIN REPAIR/7529 MILLER	2,053.20
			REPAIR GATE VALVE SECOND/MILLER	1,558.40
				3,611.60
11/11/2010	34158	CITY OF SWARTZ CREEK	7/20-10/20/10 UB 4125 ELMS	109.17
			7/20-10/20/10 UB 5121 MORRISH	83.90
			7/20-10/20/10 UB 5363 WINSHALL	84.78
			7/20-10/20/10 UB 8083 CIVIC	318.95
			7/20-10/20/10 UB 8095 CIVIC	149.58
			7/20-10/20/10 UB 8100 CIVIC	372.35
				1,118.73
11/11/2010	34159	CONSUMERS ENERGY	10/1-10/31/10 4524 MORRISH RD	46.42
11/11/2010	34160	CONSUMERS ENERGY	10/1-11/1/10 A 5121 MORRISH RD	282.52
11/11/2010	34161	CONSUMERS ENERGY	10/1-10/29/10 A 5257 WINSHALL DR	19.66
11/11/2010	34162	CONSUMERS ENERGY	10/1-10/29/10 A 5361 WINSHALL DR	19.66

11/11/2010	34163	CONSUMERS ENERGY	10/1-10/29/10 A WINSHALL RESTROOMS	39.10
11/11/2010	34164	CONSUMERS ENERGY	10/2-11/1/10 A 8011 MILLER RD	19.66
11/11/2010	34165	CONSUMERS ENERGY	10/1-10/29/10 A 8059 FORTINO DR	47.87
11/11/2010	34166	CONSUMERS ENERGY	10/1-10/29/10 A 8083 CIVIC DR	700.19
11/11/2010	34167	CONSUMERS ENERGY	10/1-10/29/10 A 8100 CIVIC DR	706.64
11/11/2010	34168	CONSUMERS ENERGY	10/1-10/29/10 A 8301 CAPPY LN	220.17
11/11/2010	34169	CONSUMERS ENERGY	10/2-10/29/10 A 8499 MILLER RD	18.02
11/11/2010	34170	CONSUMERS ENERGY	10/1-10/29/10 ADJ 9099 MILLER RD	19.66
11/11/2010	34171	CONSUMERS ENERGY	10/1-10/31/10 ELMS PARKING LOT	31.47
11/11/2010	34172	CONSUMERS ENERGY	10/1-10/31/10 STREET LIGHTS	10,764.14
11/11/2010	34173	CONSUMERS ENERGY	10/1-10/31/10 SIRENS	26.01
11/11/2010	34174	CONSUMERS ENERGY	10/1-10/31/10 TRAFFIC LIGHTS	423.31
11/11/2010	34175	CONSUMERS ENERGY	10/5-11/3/10 A 6425 MILLER RD PARK RIDE	43.97
11/11/2010	34176	CONSUMERS ENERGY	10/5-11/3/10 A 4125 ELMS RD PAVILION	22.59
11/11/2010	34177	CONSUMERS ENERGY	10/5-11/3/10 E 4125 ELMS RD	43.48
11/11/2010	34178	CREEK AUTO SERVICES LLC	MNTHLY MAINT/SWAY BAR BUSHINGS 09-401	80.95
11/11/2010	34179	DONALD KORTH	10/31/10 NETWORK ISSUE/POWER OUTAGE	75.00
11/11/2010	34180	DOORS GALORE	REPAIR GARAGE DOOR	75.00
11/11/2010	34181	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
11/11/2010	34182	GALLS	BELT KEEPERS/HAND CUFF CASE/S BROWNE BELT	99.95
11/11/2010	34183	GCGC	WINTER MTG 12/16/10 AGUILAR/KORTH	30.00
11/11/2010	34184	GEN CNTY ASSOC CHIEFS POLICE	CHIEFS OF POL GEN CTY ANNUAL MEMB DUES	50.00
11/11/2010	34185	GEN CTY ROAD COMMISSION	SIGNAL MILLER @ FAIRCHILD	91.33
			4-WAY 12 X 6 (12)	36.88
			SEPT 10 S-MTCE & OPERATIONS	1,852.84
				1,981.05
11/11/2010	34186	GENESEE CTY DRAIN COMMISSIONER	MISS DIG MAY-OCT 2010	172.00
11/11/2010	34187	GENESEE VALLEY DODGE	REPAIR TRANS/REPLACE DRIVE SHAFT	50.00
			REPAIR TRANSMISSION	78.40
				128.40
11/11/2010	34188	GILL ROYS HARDWARE	PHONE CORD- CHIEFS OFFICE	5.49
			GALV ELBOW	4.19
			300W HALOGEN BULB	5.29
			70W BULBS (2)	53.76
			MORTAR MIX/PLEAT M6 FILTER	27.70
			POWER GRAB ADHESIVE	28.74

			MORTAR MIX (2)/DISP GLOVE 50 PK	15.14
			1 PK JERSEY GLOVES	6.88
			WHITE PAINT PEN/UNIFORM MARKER	4.99
			ANTI-FREEZE (3)	53.64
			175W METAL HALIDE BULB	27.88
			OCTOBER 2010 DISCOUNT	(6.27)
				227.43
11/11/2010	34189	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND COMPL	375.00
11/11/2010	34190	L E O R T C	LED DISTRIBUTION 2ND HALF 2010	1,002.00
11/11/2010	34191	MCLAREN MEDICAL MANAGEMENT INC	MEDICAL PHYSICAL/J BROUGHTON	129.00
			SPRAIN/STRAIN SHOULDER/RACOSTA	164.00
				293.00
11/11/2010	34192	MEDLAW LLC	BLOOD DRAW LENORA SINGER 10/1/10	90.00
			BLOOD DRAW ROBERT LEFF 10/11/10	90.00
				180.00
11/11/2010	34193	MICHIGAN MUNICIPAL LEAGUE	CDL RENEWAL 1/1/11-12/31/11 (4)	280.00
11/11/2010	34194	RICHARD ABRAMS	SMALL CITIES MTG 11/3/10 MILEAGE	46.00
11/11/2010	34195	UPS	UPS SHIPPING	7.71
11/11/2010	34196	VILLAGE CLEANERS	OCT. 2010 INIFORM CLEANING	133.25
11/18/2010	34197	AMERAPLAN INC	HEALTH PLAN FOR DEC 2010	220.35
11/18/2010	34198	AMERICAN MESSAGING	NOV 10 810-833-2563 810-833-1159	20.63
11/18/2010	34199	ARROW UNIFORM RENTAL	MATS, SUPPLIES	26.94
			UNIFORMS, MATS, SUPPLIES, ENV.	86.01
				112.95
11/18/2010	34200	BLUE CARE NETWORK-EAST MI	DEC 10 RETIREE MED INS KELLY	442.36
			DEC 10 RETIREE MED INS PETRUCHA	1,017.42
			DEC 10 RETIREE MED INS TYLER	442.36
			DEC 10 RETIREE MED INS PIROCHTA	1,017.42
			OCT-NOV 2010 RETIREE MED INS DESHANO	1,683.68
				4,603.24

11/18/2010	34201	C & H CONSTRUCTION CO INC	WATERMAIN REPAIR 7139 MILLER	2,830.18
11/18/2010	34202	CONSUMERS ENERGY	10/1-10/29/10 A 8095 CIVIC DR	732.02
11/18/2010	34203	CUMMINS BRIDGEWAY	REPAIR CAPPY LIFT STN	1,184.78
11/18/2010	34204	DONALD KORTH	RESOLVE BACKUP ISSUE 11/14/10	75.00
11/18/2010	34205	FLINT JOURNAL	NOTICE OF PUB HEARING MILLER/ELMS PUD	133.98
			NOTICE OF PUBLIC HEARING/FFH	227.21
				361.19
11/18/2010	34206	INCA REALTY LLC	UB REFUND 5401 GREENLEAF	69.47
11/18/2010	34207	KEITH RUMBOLD	UB REFUND FOR 5141 DURWOOD	4.78
11/18/2010	34208	KLEE MFG & DIST	FIVE SERVICE FLAG FLAGS/ONE U S FLAG	350.50
11/18/2010	34209	LANDMARK APPRAISAL CO	ASSESSOR SERVICES NOV 1, 2010-OCT 31, 20	2,233.33
11/18/2010	34210	MICHIGAN METER TECHNOLOGY GRP., INC	WATER METER REGISTERS (6)	365.43
11/18/2010	34211	NEXTEL COMMUNICATIONS	OCTOBER 2010 MONTHLY BILL	484.34
11/18/2010	34212	PLANTE & MORAN PLLC	FY 2010 AUDIT SERVICES	19,265.00
11/18/2010	34213	SCHAEFER'S OFFICE SOURCE	GARBAGE LINERS	49.34
11/18/2010	34214	SIMEN FIGURA & PARKER PLC	OCT 10 GENERAL/TRAFFIC/ORDIN	4,213.25
11/18/2010	34215	SUBURBAN AUTO SUPPLY	HEATER HOSE	5.36
11/18/2010	34216	UNUM LIFE INSURANCE	DEC 2010 LIFE INS SHANNON/SNELL	12.05
11/18/2010	34217	VALLEY PETROLEUM	NOV 1-NOV 15 FUEL USAGE - POLICE	238.03
11/18/2010	34218	WALDORF AND SONS INC	JETTED SANITARY SWR LINE/SR CTR TO MAIN	460.00
11/30/2010	34219	DELTA DENTAL PLAN	DEC 2010 DENTAL - RETIREES (4)	249.50
11/30/2010	34220	DELTA VISION	DEC 2010 VISION - RETIREES (4)	21.30
11/30/2010	34221	FRONTIER	11/13-12/12/10 635-4495	31.43

GEN TOTAL of 86 Non-Void Checks:

93,984.39

**City of Swartz Creek Recommended Water and Sewer Rates  
Fiscal Year 2010**

<u>Water</u>	5/8", 3/4", 1"	1.5"	2"	3"	6"
Readiness to Serve Charge	\$47.45	\$200.70	\$321.12	\$602.10	\$2,007.00
Consumption (per 100 cf)	\$3.09	\$3.09	\$3.09	\$3.09	\$3.09

Sewer

***Metered Customers***

Readiness to Serve Charge/Unit	\$48.70
Consumption (per 100 cf)	\$1.57

***Non-Metered Customers***

Sewer Readiness & Consumption/Unit	\$119.58
------------------------------------	----------

**Notes:**

Water readiness to serve charge are determined by meter size.

Sewer Rates are applicable to all customers depending on the number of units their account has per County.

Rates are quarterly.

Updated: October 30, 2010

-282010

COMMUNITY	<u>MONTHLY READINESS TO SERVE CHARGE</u>			COMMODITY CHARGE <u>PER 100 CFT</u>
	<u>5/8"</u>	<u>1"</u>	<u>1.5"</u>	
<b>GCDCWWS</b>	<b>\$13.38</b>	<b>\$33.45</b>	<b>\$66.90</b>	<b>\$2.760</b>
DAVISON	\$15.51	\$38.78	\$77.55	\$2.930
CLAYTON	\$17.45	\$43.62	\$87.25	\$2.860
FLINT TWP	\$16.23	\$40.58	\$81.15	\$2.890
FLUSHING TWP	\$17.32	\$43.67	\$83.35	\$3.170
GAINES TWP	\$15.64	\$39.11	\$78.21	\$2.968
MONTROSE TWP	\$16.98	\$42.45	\$84.90	\$2.748
MT MORRIS TWP	\$14.68	\$34.75	\$68.20	\$3.190
MUNDY TWP	\$13.38	\$33.45	\$66.90	\$3.115
RICHFIELD TWP	\$20.45	\$40.52	\$73.97	\$2.760
THETFORD TWP	\$9.51	\$24.27	\$50.84	\$1.910
VIENNA TWP	\$20.32	\$41.81	\$77.60	\$3.080

S.C.      \$ 11.95    \$ 11.95    \$ 11.95      \$ 3.54





# GENESEE COUNTY ROAD COMMISSION

AN EQUAL OPPORTUNITY EMPLOYER

211 WEST OAKLEY STREET  
FLINT, MICHIGAN 48503-3995  
PHONE (810) 767-4920  
TOLL FREE (800) 249-4027

Website - www.gcrc.org  
Fax (810) 767-5373 - Administration  
Fax (810) 767-3634 - Maintenance  
BOARD MEETINGS - TUESDAYS @ 10 A.M.

JAMES A. POMEROY  
Chairman

ROBERT C. JOHNSON  
Vice-Chairman

DAVID L. MILLER  
Commissioner

K. MICHAEL HARVEY  
Commissioner

CLOYCE L. DICKINSON  
Commissioner



March 12, 2010

City of Swartz Creek  
Thomas R. Svrcek  
8083 Civic Drive  
Swartz Creek, Mi 48473

Subject: Item #32 – Bulk Rock Salt Bid Extension

Dear Mr. Svrcek:

We are considering extending Item #32 – Bulk Rock Salt bid to Detroit Salt Company for an additional year. Detroit Salt Company has proposed a 10% increase in cost for a total cost of \$54.69 per ton.

If this bid were extended for one year, would your agency be interested in piggybacking from our contract?

YES       NO

If yes, will you please indicate here the quantity/tons you would like to purchase? 980 TONS

Signature

3-22-10  
Date

Please note: This does not guarantee that the bid will be extended. This is a courtesy to determine interest.

Please return this request no later than March 26, 2010, by email (jmcclane@gcrc.org) or by fax (810-767-4405).

Thank you,

Joyce McClane  
Purchasing Coordinator





# GENESEE COUNTY ROAD COMMISSION

AN EQUAL OPPORTUNITY EMPLOYER

211 WEST OAKLEY STREET  
FLINT, MICHIGAN 48503-3995  
PHONE (810) 767-4920  
TOLL FREE (800) 249-4027

Website - [www.gcrc.org](http://www.gcrc.org)  
Fax (810) 767-5373 - Administration  
Fax (810) 767-3634 - Maintenance  
BOARD MEETINGS - TUESDAYS @ 10 A.M.

DAVID L. MILLER  
Chairperson

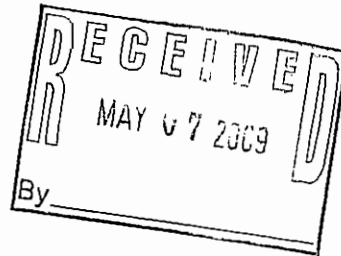
JAMES A. POMEROY  
Vice-Chairperson

BILLY W. BRADSHAW  
Commissioner

K. MICHAEL HARVEY  
Commissioner

ROBERT C. JOHNSON  
Commissioner

May 5, 2009



## City of Swartz Creek

Thomas Svrcek  
8083 Civic Drive  
Swartz Creek, MI 48473

Subject: **2009-2010 Winter Season - Item #32-Bulk Rock Salt**

Dear Mr. Svrcek:

This correspondence is to inform you that the Genesee County Road Commission has awarded the 2009-2010 Winter Season—Bulk Rock Salt Bid to the following company:

### Detroit Salt Company

12841 Sanders Street  
Detroit, MI 48217  
Phone #(313) 841-5144


Your projected usage of Salt for the 2009-2010 Winter Season was **990 tons**. The unit price per ton is \$49.72. I would like to reiterate that you will be dealing directly with the vendor for ordering and invoicing of your salt.

Enclosed you will find copies of all necessary papers to proceed with your order.

If you have any questions, please contact Joyce McClane in the Purchasing Department at (810) 767-4920, ext. 282.

Sincerely,

GENESEE COUNTY ROAD COMMISSION

  
Joyce McClane  
Purchasing Coordinator

OUR MISSION, AS GENESEE COUNTY ROAD COMMISSION EMPLOYEES, IS TO COLLECTIVELY PROVIDE AND MAINTAIN A SAFE, COST EFFICIENT AND QUALITY COUNTY ROAD SYSTEM FOR THE MOTORISTS IN GENESEE COUNTY



ITEM #32 - BULK ROCK SALT										
Company Name	APPROXIMATE TONS	MATERIALS UNIT PRICE PER TON	TOTAL PRICE	TERMS	EEOP	MSDS	Remarks			
Detroit Salt Company	99,790	\$ 49.72	\$ 4,961,558.80	Net 30 days	Expires 5/16/2011	Yes				
	REMARKS									
	Location where salt is being trucked from: Detroit, Michigan Location where salt is being stockpiled: Detroit, Michigan									
North American Salt Co.	99,790	\$ 58.31	\$ 5,818,754.90	Net 30 days	Expires 3/30/2012	Yes	See Attached Sheet			
	REMARKS									
	Location where salt is being trucked from: Saginaw, MI Location where salt is being stockpiled: Saginaw, MI - Sargent Docks & Terminals									
Morton Salt	99,790	\$ 70.85	\$ 7,070,121.50	Net 30 days	Expires 5/23/2011	Yes				
	REMARKS									
	Location where salt is being trucked from: Ojibway, CN Location where salt is being stockpiled: Detroit, MI									
Cargill Inc.	NO BID									
Central Salt, L.L.C.	NO BID									

<b>NOTE** Each agency listed below will issue their own PO for the qty. noted:</b>		\$	49.72
Genesee County Road Commis:	50,000 Tons	\$	2,486,000.00
City of Burton	15,000 Tons	\$	745,800.00
City of Flint	10,000 Tons	\$	497,200.00
City of Flushing	1,000 Tons	\$	49,720.00
City of Grand Blanc	1,600 Tons	\$	79,552.00
City of Linden	1,000 Tons	\$	49,720.00
City of Swartz Creek	990 Tons	\$	49,222.80
Livingston County Road Commiss	20,000 Tons	\$	994,400.00
Bishop International Airport	200 Tons	\$	9,944.00
<b>Grand Total Tons</b>	<b>99,790 Tons</b>	<b>\$</b>	<b>4,961,558.80</b>

**From:** [Paul Bueche](mailto:Paul Bueche)  
**To:** [paulbueche@comcast.net](mailto:paulbueche@comcast.net);  
**Subject:** FW: 2010-Oct-25, Final Swartz Ambulance Agreement.pdf  
**Date:** Friday, November 12, 2010 11:31:05 PM

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**From:** opsatswartz@comcast.net [mailto:opsatswartz@comcast.net]  
**Sent:** Friday, November 12, 2010 3:31 PM  
**To:** Paul Bueche  
**Subject:** Fwd: 2010-Oct-25, Final Swartz Ambulance Agreement.pdf

Paul

Just a few minor changes please.

Let me know.

Regards

Jeff

----- Forwarded Message -----

From: "Scott Fraim" <sfraim@hmfldlaw.com>  
To: opsatswartz@comcast.net  
Sent: Friday, October 29, 2010 4:20:54 PM  
Subject: Re: 2010-Oct-25, Final Swartz Ambulance Agreement.pdf

Jeff,

I would like the 1st sentence of the 3d paragraph of section 17 to be changed to read:

Excepting such records that are protected by privacy statutes or confidentiality restrictions, documents and reports prepared by Provider exclusively for City as a result of this Agreement shall be the sole property of the City.

And add to the end of the 3d paragraph of section 17:

Documents, records, reports, data, and information, in whatever form or medium, developed, generated or maintained by Provider in the normal course of its business and not exclusively for City shall remain the sole property of Provider and shall not be subject to the disclosures restrictions above.

Scott

I

----- Original Message -----

**From:** [opsatswartz@comcast.net](mailto:opsatswartz@comcast.net)

**To:** [Scott Frain](#)

**Sent:** Friday, October 29, 2010 10:02 AM

**Subject:** Fwd: 2010-Oct-25, Final Swartz Ambulance Agreement.pdf

----- Forwarded Message -----

From: "Paul Bueche" <[PBueche@cityofswartzcreek.org](mailto:PBueche@cityofswartzcreek.org)>

To: "Jeff Lewis (Swartz Ambulance)" <[opsatswartz@comcast.net](mailto:opsatswartz@comcast.net)>

Sent: Thursday, October 28, 2010 2:45:36 PM

Subject: 2010-Oct-25, Final Swartz Ambulance Agreement.pdf

<<2010-Oct-25, Final Swartz Ambulance Agreement.pdf>>

Jeff,

This is the same contract we have functioned under since 2005. The only reason we need one is to cover the contribution we'll be making (\$1,000 the first year, \$2,500 after that).

If you're good with it, I'll prepare a couple of originals, get them signed here, then you can drop by and sign them.

Thanx.....

Paul Bueche

Requested  
Changes in Red  
Text (Sec #17)

**PROFESSIONAL SERVICES AGREEMENT**  
**Between**  
**THE CITY OF SWARTZ CREEK**  
**And**  
**SWARTZ AMBULANCE SERVICES INC.**

This agreement is made this 25<sup>th</sup> day of October, 2010 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 **Swartz Ambulance Service Inc**, a Michigan Domestic Profit Corporation, with principal offices at G-1225 West Hill Road, Flint Michigan 48507 ("Provider")

**WHEREAS**, the City desires to have at least one EMS Provider located within the City so as to provide its citizens with the benefits of emergency medical services and transportation; and

**WHEREAS**, the Provider has the necessary experience, qualifications, apparatus and equipment to provide the above described professional services and is willing to provide those services to the City.

**NOW, THEREFORE**, the City and the Provider AGREE AS FOLLOWS:

**1. Agreement Term.**

The term of this Agreement shall be for the following period:  
November 1, 2010 through October 31, 2011.

**2. Scope of Services:**

The scope of services to be performed by the Provider is as follows:

A. Establish, maintain and staff a base of operations within the corporate limits of the City on a 24-hour basis.

B. Respond to medical requests consisting of, but not limited to Advanced Life Support (A.L.S.), Basic Life Support (B.L.S.), and transports.

C. Work under and within the Genesee County 911 Consortium Dispatch Center and the Genesee County Medical Control Board.

**3. Compensation:**

Since having the Provider physically located within the City provides a benefit to the citizens of the City, in consideration for the Provider locating its base within the City and the additional operating costs incurred therein, the City shall pay the Provider \$1,000.00 for the period from November 1, 2010 through October 31, 2011 and \$2,500 for the period from November 1, 2011 through October 31, 2012.

**4. Applicable Law.**

This Agreement shall be governed by and in accordance with the laws of the State of Michigan applicable to contracts made and to be performed in this state.

**5. Licensure; Obligations to the City.**

The Provider shall maintain proper licensure for the company and all employees as set forth in state and local laws, rules and ordinances, for the operation of an emergency medical response and transport service. The Provider shall remain current and not be in default of any obligations due to the City including, but not limited to, the payment of taxes, fines, penalties, licenses or other monies due to the City. Violations of this clause shall constitute a substantial and material breach of this Agreement. Such breach shall constitute good cause for the termination of this Agreement should the City determine to terminate on a basis other than convenience.

**6. Disclaimer of Contractual Relationship.**

Nothing contained in the Agreement Documents shall create any contractual relationship between the City and any Subcontractor of the Provider.

**7. Independent Contractor**

No provision of this Agreement shall be construed by the parties or by any other person as creating an employer-employee relationship. It is hereby expressly understood and agreed that the Provider is an independent contractor as that term is defined in Michigan law, and, as such, it is not entitled to any benefits not otherwise specified herein.

**8. Hold Harmless and Indemnification:**

To the fullest extent permitted by law, the Provider agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury or death and/or property damage including loss of use thereof, which may arise as a result of Provider's act(s), omission(s), fault(s) or negligence of any of its employees, officers, agents, subcontractors or representatives in its performance of this Agreement.

**9. Non Exclusive**

Nothing in this contract shall be deemed to grant the provider an exclusive franchise or an exclusive right to provide emergency medical services within the City.

**10. Insurance.**

The Provider shall not commence work under this Agreement until it has procured and provided evidence of the insurance coverage's required under this section. All coverage's shall be placed with insurance companies licensed and admitted to do business in the State of Michigan unless otherwise approved by the City. Policies shall be reviewed by the City for completeness and limits of coverage. All coverage's shall be with insurance carriers acceptable to the City. The Provider shall maintain the following insurance coverage's for the duration of the Agreement.

A. Commercial General Liability coverage of not less than one million dollars (\$1,000,000) per person and four million dollars (\$4,000,000) per occurrence combined single limit with the City, and its elected and appointed officials and employees named as Additional Insured's.

B. Workers Compensation Insurance in accordance with Michigan statutory requirements including Employer's Liability Coverage.

C. Commercial Automobile-Vehicle Insurance in the amount of not less than one million dollars (\$1,000,000) per person and four million dollars (\$4,000,000) per occurrence combined single limit per accident with the City, and its elected and appointed officials and employees.

Any deductible or self-insured retention must be declared to and approved by the City. In addition, the total dollar value of all claims paid out on the policy shall be declared. At the option of the City, either: The insured shall reduce or eliminate such deductibles or self-insured retention as respects to the City, its officials, employees and volunteers; or the Provider shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expense.

The Provider shall furnish the City with certificates of insurance for all coverage's requested and with original endorsements for those policies requiring the Additional Insured's' status. All certificates of insurance must provide the City with not less than 30 days advance written notices in the event of cancellation for non-payment of premium or any other reason, non-renewal or any material change in policy coverage. In addition, failure to mail such notice shall impose no obligation or liability of any kind upon the City, its agent or representatives. All certificates must identify the City as the Certificate Holder and the above referenced officers, employees and agents as Additional Insured's. The Provider must provide, upon request, certified copies of all insurance policies. If any of the above coverage's expire during the term of this Agreement, the Provider shall deliver renewal certificates and/or policies to the City at least ten days prior to the expiration date. The Provider shall ensure that all Subcontractors utilized obtain and maintain all insurance coverage's required by this Agreement.

## **11. Interpretation.**

If any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal or official to be contrary to any provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this agreement enforceable, such provision may be modified or severed by such court or administrative tribunal or official having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties to this Agreement, considering the purpose of the entire Agreement as it relates to such provision.

## **12. Laws and Ordinances.**

The Provider shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Swartz Creek, applicable to the performance of this agreement, including, but not limited to, labor laws.



**13. Modifications/Changes.**

Any modification to this Agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such contractual modifications pursuant to the state law and local ordinances.

**14. Non-Assignability.**

The Provider shall not assign or transfer any interest in this Agreement without the prior written consent of the City Manager.

**15. Nondiscrimination.**

The Provider will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Provider will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**16. Notices.**

Notices to the City shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the City Manager, **City of Swartz Creek**, 8083 Civic Drive, Swartz Creek Michigan 48473, or to such other address as may be designated in writing by the City Manager from time to time.

Notices to the Provider shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the Provider, **Swartz Ambulance Service Inc**, G-1225 West Hill Road, Flint Michigan 48507, or to such other address as may be designated in writing by the Provider from time to time.

**17. Records / Reports.**

Excepting such records that are protected by privacy statutes or confidentiality restrictions, documents and reports prepared by Provider exclusively for City as a result of this Agreement shall be the sole property of the City.

If the Provider is unable to staff the Emergency Medical Services Response Base in a manner outlined within Section 2A of this agreement, the Provider shall notify, in writing, the Office of the City Manager within one business day of such closure.

Excepting such records that are protected by privacy statutes, all documents, information, reports and the like prepared and/or generated by the Provider as a result of this Agreement shall become the sole property of the City. The Provider agrees that said documents are confidential information intended for the sole use of the City and that it will not disclose any such information, or in any other way make such documents public, without the express written approval of the City Manager or the order of a court of competent jurisdiction or as required by the Michigan law. Documents, records, reports, data, and information, in whatever form or medium, developed, generated or

maintained by Provider in the normal course of its business and not exclusively for City shall remain the sole property of Provider and shall not be subject to the disclosures restrictions above.

**18. Severability.**

The invalidation of one or more terms of this Agreement shall not affect the validity of the remaining terms.

**19. Standards of Performance.**

The Provider agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional medical and emergency practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the Provider. The Provider agrees that all of the obligations required by it pursuant to this Agreement shall be performed by its officers, employees, agents and subcontractors working under its direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the Provider maintaining any required certifications in accordance with the requirements of state or local law, rule or ordinance.

**20. Termination.**

This Agreement may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective thirty (30) days from the date it is submitted unless otherwise agreed to by the parties hereto. The Provider, upon receiving such notice of termination of this Agreement shall turn over and give to the City all pertinent records, data and information to the date of termination.

**21. Time of Service/Performance.**

The Provider's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without unreasonable delay.

**22. Whole Agreement Clause.**

This written agreement embodies the entire agreement between the parties hereto, and additions, deletion or modification hereto must be in writing and signed by both parties.

*(This Portion Intentionally Left Blank, Signature Page to Follow)*

The City and the Provider have executed this Agreement as of the date first above written.

**THE CITY OF SWARTZ CREEK**

**SWARTZ AMBULANCE SERVICES INC.**

BY: \_\_\_\_\_  
**RICHARD ABRAMS, Mayor**

BY: \_\_\_\_\_  
Its: \_\_\_\_\_

BY: \_\_\_\_\_  
**JUANITA AGUILAR, City Clerk**

BY: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form  
RICHARD J. FIGURA, City Attorney,  
5206 Gateway Centre, Suite 200,  
Flint, Michigan 48507

**Resolution No. 101025-07**

**(Carried)**

Motion by Councilmember Krueger  
Second by CouncilmemberHurt

**I Move** the City of Swartz Creek enter into an agreement with Swartz Ambulance Company, of G-1225 West Hill Road Flint, as follows:

**PROFESSIONAL SERVICES AGREEMENT  
Between  
THE CITY OF SWARTZ CREEK  
And  
SWARTZ AMBULANCE SERVICES INC.**

This agreement is made this 25<sup>th</sup> day of October, 2010 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 **Swartz Ambulance Service Inc**, a Michigan Domestic Profit Corporation, with principal offices at G-1225 West Hill Road, Flint Michigan 48507 ("Provider")

**WHEREAS**, the City desires to have at least one EMS Provider located within the City so as to provide its citizens with the benefits of emergency medical services and transportation; and

**WHEREAS**, the Provider has the necessary experience, qualifications, apparatus and equipment to provide the above described professional services and is willing to provide those services to the City.

**NOW, THEREFORE**, the City and the Provider AGREE AS FOLLOWS:

**1. Agreement Term.**

The term of this Agreement shall be for the following period:  
November 1, 2010 through October 31, 2011.

**2. Scope of Services:**

The scope of services to be performed by the Provider is as follows:

- A. Establish, maintain and staff a base of operations within the corporate limits of the City on a 24-hour basis.
- B. Respond to medical requests consisting of, but not limited to Advanced Life Support (A.L.S.), Basic Life Support (B.L.S.), and transports.
- C. Work under and within the Genesee County 911 Consortium Dispatch Center and the Genesee County Medical Control Board.

**3. Compensation:**

The Provider shall be compensated as follows:  
Since having the Provider physically located within the City provides a benefit to the citizens of the City, in consideration for the Provider locating its base within the City and the additional operating costs incurred therein, the City shall pay the Provider \$1,000.00 for the period from November 1, 2010 through October 31, 2011 and \$2,500.00 for the period from November 1, 2011 through October 31, 2012.

**4. Applicable Law.**

This Agreement shall be governed by and in accordance with the laws of the State of Michigan applicable to contracts made and to be performed in this state.

**5. Licensure; Obligations to the City.**

The Provider shall maintain proper licensure for the company and all employees as set forth in state and local laws, rules and ordinances, for the operation of an emergency medical response and transport service. The Provider shall remain current and not be in default of any obligations due to the City including, but not limited to, the payment of taxes, fines, penalties, licenses or other monies due to the City. Violations of this clause shall constitute a substantial and material breach of this

Agreement. Such breach shall constitute good cause for the termination of this Agreement should the City determine to terminate on a basis other than convenience.

**6. Disclaimer of Contractual Relationship.**

Nothing contained in the Agreement Documents shall create any contractual relationship between the City and any Subcontractor of the Provider.

**7. Independent Contractor**

No provision of this Agreement shall be construed by the parties or by any other person as creating an employer-employee relationship. It is hereby expressly understood and agreed that the Provider is an independent contractor as that term is defined in Michigan law, and, as such, it is not entitled to any benefits not otherwise specified herein.

**8. Hold Harmless and Indemnification:**

To the fullest extent permitted by law, the Provider agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury or death and/or property damage including loss of use thereof, which may arise as a result of Provider's act(s), omission(s), fault(s) or negligence of any of its employees, officers, agents, subcontractors or representatives in its performance of this Agreement.

**9. Non Exclusive**

Nothing in this contract shall be deemed to grant the provider an exclusive franchise or an exclusive right to provide emergency medical services within the City.

**10. Insurance.**

The Provider shall not commence work under this Agreement until it has procured and provided evidence of the insurance coverages required under this section. All coverages shall be placed with insurance companies licensed and admitted to do business in the State of Michigan unless otherwise approved by the City. Policies shall be reviewed by the City for completeness and limits of coverage. All coverage's shall be with insurance carriers acceptable to the City. The Provider shall maintain the following insurance coverages for the duration of the Agreement.

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Any deductible or self-insured retention must be declared to and approved by the City. In addition, the total dollar value of all claims paid out on the policy shall be declared. At the option of the City, either: The insured shall reduce or eliminate such deductibles or self-insured retention as respects to the City, its officials, employees and volunteers; or the Provider shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expense.

The Provider shall furnish the City with certificates of insurance for all coverages requested and with original endorsements for those policies requiring the Additional Insureds' status. All certificates of insurance must provide the City with not less than 30 days advance written notices in the event of cancellation for non-payment of premium or any other reason, non-renewal or any material change in policy coverage. In addition, failure to mail such notice shall impose no obligation or liability of any kind upon the City, its agent or representatives. All certificates must identify the City as the Certificate Holder and the above referenced officers, employees and agents as Additional Insureds. The Provider must provide, upon request, certified copies of all insurance policies. If any of the above coverages expire during the term of this Agreement, the Provider shall deliver renewal certificates and/or policies to the City at least ten days prior to the expiration date. The Provider shall ensure that all Subcontractors utilized obtain and maintain all insurance coverages required by this Agreement.

**11. Interpretation.**

If any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal or official to be contrary to any provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this agreement enforceable, such provision may be modified or severed by such court or administrative tribunal or official having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties to this Agreement, considering the purpose of the entire Agreement as it relates to such provision.

**12. Laws and Ordinances.**

The Provider shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Swartz Creek, applicable to the performance of this agreement, including, but not limited to, labor laws.

**13. Modifications/Changes.**

Any modification to this Agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such contractual modifications pursuant to the state law and local ordinances.

**14. Non-Assignability.**

The Provider shall not assign or transfer any interest in this Agreement without the prior written consent of the City Manager.

**15. Nondiscrimination.**

The Provider will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Provider will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**16. Notices.**

Notices to the City shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the City Manager, **City of Swartz Creek**, 8083 Civic Drive, Swartz Creek Michigan 48473, or to such other address as may be designated in writing by the City Manager from time to time.

Notices to the Provider shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the Provider, **Swartz Ambulance Service Inc**, G-1225 West Hill Road, Flint Michigan 48507, or to such other address as may be designated in writing by the Provider from time to time.

**17. Records / Reports.**

The City, at its discretion, may require the Provider to prepare and submit to the City Manager, periodic reports that reflect the number of runs in the City, run types (BLS-ALS) call date and times and response times and dates.

If the Provider is unable to staff the Emergency Medical Services Response Base in a manner outlined within Section 2A of this agreement, the Provider shall notify, in writing, the Office of the City Manager within one business day of such closure.

Excepting such records that are protected by privacy statutes, all documents, information, reports and the like prepared and/or generated by the Provider as a result of this Agreement shall become the sole property of the City. The Provider agrees that said documents are confidential information intended for the sole use of the City and that it will not disclose any such information, or in any other way make such documents public, without the express written approval of the City Manager or the order of a court of competent jurisdiction or as required by the Michigan law.

**18. Severability.**

The invalidation of one or more terms of this Agreement shall not affect the validity of the remaining terms.

**19. Standards of Performance.**

The Provider agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional medical and emergency practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the Provider. The Provider agrees that all of the obligations required by it pursuant to this Agreement shall be performed by its officers, employees, agents and subcontractors working under its direction and control. The continued effectiveness of this Agreement during its term or

any renewal term shall be contingent, in part, upon the Provider maintaining any required certifications in accordance with the requirements of state or local law, rule or ordinance.

**20. Termination.**

This Agreement may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective thirty (30) days from the date it is submitted unless otherwise agreed to by the parties hereto. The Provider, upon receiving such notice of termination of this Agreement shall turn over and give to the City all pertinent records, date and information to the date of termination.

**21. Time of Service/Performance.**

The Provider's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without unreasonable delay.

**22. Whole Agreement Clause.**

This written agreement embodies the entire agreement between the parties hereto, and additions, deletion or modification hereto must be in writing and signed by both parties.

The City and the Provider have executed this Agreement as of the date first above written.

**THE CITY OF SWARTZ CREEK**

**SWARTZ AMBULANCE SERVICES INC.**

BY: \_\_\_\_\_  
**RICHARD ABRAMS**, Mayor

BY: \_\_\_\_\_  
**JUANITA AGUILAR**, City Clerk

BY: \_\_\_\_\_  
Its: \_\_\_\_\_  
BY: \_\_\_\_\_  
Its: \_\_\_\_\_

**BE IT FURTHER RESOLVED**, that the City authorize a final payment to Woodside Builders for the last two months of occupancy at the now vacated Swartz Ambulance base at 5304 Miller Road, payment not to exceed \$1,500.

Discussion Ensued

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

NO: None. Motion Declared Carried.

**Appropriation, 2009-2010 FANG Dues**

**Resolution No. 100614-07**

**(Carried)**

Motion by Councilmember Hurt  
Second by Councilmember Binder

**I Move** the City of Swartz Creek appropriate and approve the expenditure in an amount not to exceed \$8,368 from Fund 265, the City's 2009-2010 annual fees for membership in the Flint Area Narcotics Group.

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

NO: None. Motion Declared Carried.



## Paul Bueche

---

**From:** Rick Clolinger  
**Sent:** Wednesday, June 02, 2010 2:46 PM  
**To:** Paul Bueche  
**Subject:** Fang Dues 2009/2010  
**Attachments:** Fang Dues Inv..pdf

Paul,

I have received a 2nd invoice from FANG reference 2009/2010 Membership Dues. The payment was due on October 1, 2009, although I had held up the payment until a decision was made whether or not we would be able to remain as members of Fang due to financial restraints.

I do have the money budgeted in the 2009/2010 budget in account number 265-333-000-801-000. I have also budgeted the same for 2010/2011.

I am requesting City Council approval for payment on this invoice #2008/2017

Thank you in advance,

Rick Clolinger  
Chief of Police

FLINT AREA NARCOTICS GROUP

PO BOX 614  
GRAND BLANC, MI 48480

# Invoice

Date	Invoice #
11/02/2009	2008/2017

<b>Bill To</b> CITY OF SWARTZ CREEK 5037 FIRST STREET SWARTZ CREEK MI 48473
--

Description	Amount
2009/2010 DUES	8,367.38
<i>2nd Request</i>	
<b>RECEIVED</b> JUN 02 2010 Per _____	
PLEASE RETURN ONE COPY OF INVOICE WITH REMITTANCE	<b>Total</b> 8,367.38

FLINT AREA NARCOTICS GROUP

PO BOX 614  
 GRAND BLANC, MI 48480

# Invoice

Date	Invoice #
11/4/2010	2010/11-007

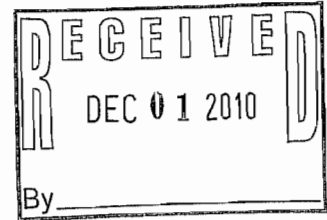
<b>Bill To</b>
CITY OF SWARTZ CREEK 5037 FIRST STREET SWARTZ CREEK MI 48473

Description	Amount
2010-2011 DUES	8,367.38
<p>NOV 05 2010</p>	
PLEASE RETURN ONE COPY OF INVOICE WITH REMITTANCE	<b>Total</b> \$8,367.38



**GENESEE COUNTY  
OFFICE OF THE TREASURER**

1101 Beach Street, Suite 144  
Flint, Michigan 48502-1475  
Telephone (810) 257-3059  
Fax (810) 257-3885



**DATE:** November 30, 2010

**TO:** Local Unit Treasurer / Local Unit Clerk

**FROM:** Deborah L. Cherry  
Genesee County Treasurer

**SUBJECT:** Tax Reverted Property Disposition

MCL 211.78 m(6) provides that a list of properties in your unit not previously sold by the foreclosing governmental unit (Genesee County) at the mandatory yearly auctions shall be provided to the clerk of the city, village or township in which the property is located. This list is attached. The law also allows that your unit (city, village or township) may object in writing to the transfer of one or more of the properties set forth on this list. On or before December 30, all property on this list shall be transferred (revert back) to your unit (city, village or township) unless written objection is made by your unit (city, village or township).

If your unit wishes to obtain these properties do nothing, since the reversion is automatic. If you wish to object to this property transfer please obtain board authority in the form of 1) a specific resolution rejecting the listed property, or 2) a resolution directing an individual to write the objection with the same authority as the board. The written objection should be received by the Genesee County Treasurer's Office by December 17, 2010. Please send to the attention of Carla Vandefifer. Your cooperation in this matter is appreciated.

Please feel free to contact Carla at [cvandefifer@co.genesee.mi.us](mailto:cvandefifer@co.genesee.mi.us).

Thank You

2010 FORECLOSURES  
UNSOLD PARCELS

<b>PARCEL</b>	<b>ADDRESS</b>		<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>
58-36-576-001	7026	MILLER RD	SWARTZ CREEK	MI	48473-1527

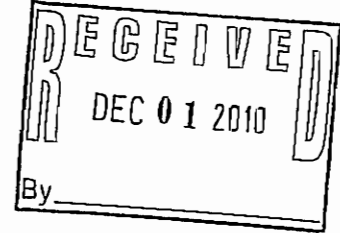


STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

JENNIFER M. GRANHOLM  
GOVERNOR

KIRK T. STEUDLE  
DIRECTOR

November 9, 2010



Mr. Paul Bueche, Manager  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, Michigan 48473

Dear Mr. Bueche:

We are pleased to inform you that the Local Bridge Advisory Board has approved the recommendation by your Region Bridge Council (RBC) to select the following bridge(s) for inclusion in the Local Bridge Program. Each Regional Bridge Council has created a 3-year bridge plan and the bridges selected from the 2010 call for applications are scheduled for funding during the 2013 fiscal year (except as noted below). Unless arrangements have been made with your RBC, a project will not be allowed to be let to contract before its scheduled funding year.

**B01 of 25-10-27, Morrish Road over Swartz Creek, Str. #2868**  
**Application Estimate: \$584,000 Selected for Rehabilitation**

The following conditions will apply to these projects:

1. The federal and state share will be 95 percent of the eligible project costs;
2. These funds are to be used for eligible bridge and approach construction costs only;
3. State and federal participation in approach construction is limited to work within limits defined by "touchdown" points to the existing approach grade. Exact limits will be determined on a project by project basis; and
4. Costs for preliminary engineering, construction engineering, and right of way acquisition are not eligible for federal or state aid under the Local Bridge Program.

The plans and specifications for these projects must be developed using the English system and the most current edition of the Michigan Department of Transportation Standard Specifications for Construction.

To help minimize major changes at the preliminary plan stage, a Type, Size and Location (TS&L) study must be submitted to the Local Agency Programs Unit in the Design Support Area for review prior to the preliminary plan submittal. Please see the requirements for the TS&L submittal on MDOT's website, at [http://www.michigan.gov/documents/mdot\\_TSL\\_80574\\_7.pdf](http://www.michigan.gov/documents/mdot_TSL_80574_7.pdf).

Mr. Bueche:

Mr. Bueche:  
Page 2  
November 9, 2010

**As of October 1, 2009, the Local Bridge Program implemented the “20% Rule.” If at the time of the grade inspection, the construction estimate exceeds the application estimate by more than twenty percent (20%), the Region Bridge Council (RBC) will need to decide if the project will be capped at the application estimate plus twenty percent, if it will be allowed to proceed as is, or if the project will be postponed. Please make every effort to limit construction work to stay reasonably close to the application estimate.**

**The project(s) selected for funding, listed on page 1 of this document, was based on the scope of work listed in the submitted application. The Local Bridge Advisory Board set policy that a change in scope of a project will require the local agency to make a choice. First, they may proceed with the changed scope and have the funding amount capped at the application estimate or second, they may reapply for the project with the updated scope during a subsequent call of applications. Please be aware of this policy as the plans progress.**

Please complete the Program Application for Bridge Projects, form number 0258, and submit to this office with the preliminary plans. The form can be found on the Michigan Department of Transportation’s website at <http://mdotwas1.mdot.state.mi.us/public/webforms/public/0258.pdf>.

If you have any questions or, for any reason, you decide not to participate in this program, please contact me, at (517) 373-2346 as soon as possible.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith Cooper", with a long horizontal flourish extending to the right.

Keith Cooper, P.E.  
Bridge Program Manager  
Local Agency Programs

**CITY OF SWARTZ CREEK  
ORDINANCE NO. \_\_\_\_\_**

An Ordinance To Amend The Zoning Ordinance of the City of Swartz Creek To Regulate Medical Marijuana Dispensaries and Growing Facilities.

**THE CITY OF SWARTZ CREEK ORDAINS:**

The City Council of the City of Swartz Creek hereby amends the City Zoning Ordinance as follows:

**Section 1. Amendment of Section 2.07 of Article 2 of the City of Swartz Creek Zoning Ordinance.**

The City Council hereby amends Section 2.07 of Article 2 of the City Zoning Ordinance by adding thereto the following new definitions:

Medical Marijuana Dispensary. A medical marijuana dispensary shall mean a facility, jointly owned or operated by two or more “primary caregivers,” where marijuana is stored, dispensed or offered for sale to “qualifying patients” under the Michigan Medical Marijuana Act of 2008. A “primary caregiver,” “qualifying patient” and “marijuana” shall have the meanings ascribed to them in the Michigan Medical Marijuana Act of 2008.

Medical Marijuana Growing Facility. A medical marijuana growing facility shall mean a facility, jointly owned or operated by two or more “primary caregivers,” where marijuana is grown, cultivated, processed and/or packaged for “qualifying patients” but is not offered for sale to “qualifying patients” under the Michigan Medical Marijuana Act of 2008. A “primary caregiver,” “qualifying patient” and “marijuana” shall have the meanings ascribed to them in the Michigan Medical Marijuana Act of 2008.

**Section 2. Amendment of Section 17.02 of Article 17 of the City Zoning Ordinance.**

The City Council hereby amends Section 17.02 of Article 17 of the City Zoning Ordinance by adding thereto a “medical marijuana dispensary” and/or “medical marijuana growing facility” as uses permitted as Special Land Uses in the I-2 Heavy Industrial zoning district.

**Section 3. Amendment of Section 30.09 of Article 30 of the City Zoning Ordinance.**

The City Council hereby amends Section 30.09 of Article 30 of the City Zoning



Ordinance by adding thereto, under subsection (A), a “Medical Marijuana Dispensary” and “Medical Marijuana Growing Facility,” as uses requiring specific site and/or use standards.

**Section 4. Amendment of Section 30.09 of Article 30 of the City Zoning Ordinance.**

The City Council hereby amends Section 30.09 of Article 30 of the City Zoning Ordinance by adding thereto, under subsection (B), the following specific site and/or use standards for a “Medical Marijuana Dispensary” and “Medical Marijuana Growing Facility,” to read as follows:

**Medical Marijuana Dispensary and/or Medical Marijuana Growing Facility.**

**A. Dispensary Locational Limitations.** A medical marijuana dispensary shall not be permitted:

1. Within five hundred (500) feet of any other medical marijuana dispensary;
2. Within five hundred (500) feet of a residential district or use;
3. Within one thousand (1000) feet of any school, nursery, licensed day care center or other building used for the care or instruction of children under 18 years of age;
4. Within one thousand (1000) feet of any church, house of worship or other religious facility or institution;
5. Within one thousand (1000) feet of any public or municipal park.

**B. Growing Facility Locational Limitations.** A medical marijuana growing facility shall not be permitted:

1. Within five hundred (500) feet of any other medical marijuana dispensary or growing facility;
2. Within five hundred (500) feet of a residential use;
3. Within one thousand (1000) feet of any school, nursery, licensed day care center or other building used for the care or instruction of children under 18 years of age;
4. Within one thousand (1000) feet of any church, house of worship or

other religious facility or institution;

5. Within one thousand (1000) feet of any public or municipal park.

**C. Operational Limitations.**

1. A medical marijuana dispensary or growing facility shall only operate between 8:00 A.M. and 8:00 P.M., Monday through Saturday and 12:00 noon and 6:00 P.M. Sunday.
2. A medical marijuana dispensary or growing facility shall comply at all times with each and every provision of the Michigan Medical Marijuana Act of 2008 (MCL 333.26421, et seq.), and with all provisions of federal law, as enforced.
3. Marijuana or cannabis shall only be grown, manufactured or harvested inside a fully enclosed structure or building that is kept secured with locks to prevent unintended or uninvited access.
4. Persons under the age of eighteen (18) years of age are not permitted to be on the premises of any medical marijuana dispensary and/or growing facility unless they possess a valid Medical Marijuana Registry Card issued by the State of Michigan or another state.
5. All employees of a medical marijuana dispensary and/or growing facility shall have a valid primary caregiver card or a valid qualifying patient card issued by the State of Michigan.
6. The cultivation, manufacturing, growing, packaging, storing or distribution of marijuana shall not occur in connection with or at a location at which any other commodity, product or service is also available.
7. A facility that is limited to selling or dispensing medical marijuana shall provide detailed information regarding the growing facility from which it receives its stock of medical marijuana and illustrate the lawful connection between the source product grower and the dispensary's primary caregivers.
8. The owner of a medical marijuana dispensary and/or growing facility who violates these sections shall be liable for all costs associated with the investigation, prosecution and enforcement of that violation.

**D. Site Plan Requirements.** A site plan shall be submitted, conforming to all requirements of Article 29 of the City Zoning Ordinance and which shall include the following:

1. Security system details which shall include, at the minimum, audible and silent alarms and video surveillance cameras.
2. Details regarding the building electrical system, power demands of specialized lighting and other necessary equipment, and method proposed to prevent excessive heat build-up and risk of fire within the building.
3. Ventilation equipment details, including fresh air intake and filtration of exhaust air to prevent offensive odors from leaving the site.
4. Proposed methods for controlling insects within the building and preventing insects from becoming a nuisance or health hazard off the site.
5. Anticipated quantity of water to be used by any proposed hydroponics growing system(s), anticipated quantity of wastewater to be generated, and method for treating and properly discharging wastewater so as not to become a hazard or nuisance to nearby properties.
6. A description of the operation of the dispensary or growing facility in sufficient detail to permit the City to determine if the operation, as described, would be lawful and fully compliant with the Michigan Medical Marijuana Act of 2008.

**E. Periodic Inspections and Fees.**

1. An application and review fee, established from time to time by resolution of the City Council, shall accompany each application for approval of a medical marijuana dispensary and/or growing facility.
2. Approved medical marijuana dispensaries and/or growing facilities shall submit annual permit renewal and monthly facility inspection fees in amounts set by the City Council by resolution.
3. All approved medical marijuana dispensaries and/or growing facilities shall permit authorized City zoning and building inspection and/or law enforcement personnel to make unannounced, periodic

inspections not less than once each calendar month for purposes of verifying compliance with all requirements of the Michigan Medical Marijuana Act of 2008 (MCL 333.26421, et seq.) and the City Zoning Ordinance, and any reasonable conditions placed upon the special land use permit by the City Council.

**Section 5. Effective Date.**

This Ordinance shall take effect 30 days after publication.

At a regular meeting of the Swartz Creek City Council held on \_\_\_\_\_, Councilmember \_\_\_\_\_ moved for adoption of the emergency ordinance and Councilmember \_\_\_\_\_ supported the motion.

Voting for:

Voting against:

The Mayor declared the ordinance adopted.

---

**Richard Abrams**  
Mayor

---

**Mary Jo Clark**  
City Clerk

NOTICE OF PUBLIC HEARING & WORKSHOP  
CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
PLANNING COMMISSION

Notice is hereby given that a public hearing and workshop will be held at the regularly scheduled Swartz Creek Planning Commission meeting, on Tuesday, January 5, 2011, said meeting to begin at or shortly after 7:00 p.m., in the City Council Chambers, City Hall, 8083 Civic Drive, Swartz Creek, Michigan, for the purpose of hearing all persons interested in proposed amendments to Zoning Appendix A text of the City of Swartz Creek Code of Ordinances. The city is considering an amendment to permit medical marijuana dispensaries and growing facilities within the I-2 (heavy industrial) district under specific conditions. Written comments may be submitted prior to or at the public hearing.

Juanita Aguilar, City Clerk  
City of Swartz Creek

“An Equal Opportunity Employer”

\*\*\*\*\*

PUBLISH: Sunday, December 19, 2010  
PROOF REQUIRED  
THE SWARTZ CREEK NEWS

Please bill the: City of Swartz Creek  
8083 Civic Dr.  
Swartz Creek, MI 48473-1498

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
NOTICE OF PUBLIC HEARING  
ZONING BOARD OF APPEALS**

DATE – TIME: Thursday, December 16, 2010 at 6:00 p.m.

PLACE OF HEARING: City Hall, 8083 Civic Dr., Swartz Creek, MI 48473

APPLICANT: Darlene Nemecek

PROPERTY LOCATION: 8006 Miller Rd., Swartz Creek, MI 48473,  
Tax ID No. 58-35-576-048

PROEPRTY OWNERS: Olga Sweeney & Darlene Nemecek (Hank & Don's)

LEGAL DESCRIPTION: LOT 57 & S 4 FT OF LOT 59 SUPERVISORS PLAT OF SWARTZ  
CREEK (85) K.

PURPOSE: Notice is hereby given that a public hearing will be held for the  
purpose of hearing all persons interested in a dimensional variance  
application to permit addition of a structure into the required rear  
yard setback in the central business district.

This applicant seeks a variance for the rear yard setback. The  
requirement is 20 feet from the property line, and the applicant  
seeks a setback of 0 feet for the purpose of installing a patron  
shelter.

Written comments may be submitted to the City Clerk's office prior  
to the public hearing.

Ron Schultz, Chairperson  
Zoning Board of Appeals

Paul Bueche  
City Manager  
City of Swartz Creek

"AN EQUAL OPPORTUNITY EMPLOYER"

\*\*\*\*\*

**PUBLISH: Sunday, November 28, 2010**  
THE SWARTZ CREEK NEWS  
PROOF REQUIRED

Please send billing to: City of Swartz Creek  
8083 Civic Dr.  
Swartz Creek MI 48473

**Thomas Svrcek**

---

**From:** Adam Zettel  
**Sent:** Monday, October 18, 2010 10:55 PM  
**To:** Paul Bueche; Thomas Svrcek  
**Subject:** Hank and Don's Tavern

Hello Paul,

I have reviewed the application for a smoking room at Hank & Don's Tavern as requested. Unfortunately, I do not believe I can make a recommendation for approval at this time for the following reasons:

- 1.) The applicant as still not identified the lot line in their drawings. A rear setback of 20 ft is required for primary and accessory structures in the Central Business District. However, even if considering a potential variance (based upon the unique nature of the public parking transfer/designation), encroachment upon a public alley that is utilized by city maintenance vehicles, delivery trucks, and general traffic raises some safety and maintenance concerns.
- 2.) Is this structure attached to the main building or is it independent? This will determine whether or not the structure is primary or accessory.
- 3.) How is the roof of this structure to be drained? It is unclear which way water will flow off the roof and whether or not it can be safely collected in such a manner that an icing issue is not created in an area where vehicle and foot traffic come together.
- 4.) Can occupants and vehicles see each other so that visibility is not a concern for those exiting the structure into a public drive?
- 5.) Where is the structure in relation to the rear wall of the building, including the rear entry and accompanying recess? The details provided do not indicate where the structure corners are in relation to the east-west dimension of the wall.
- 6.) What are the building materials?

I hope we can work something out with the applicant and building owner. However, these were the same concerns that Rob, Tom, I voiced some months ago with Mr.. Wenzlick himself. The largest concern was that of locating the underground utilities in relation to the property line. This has still not been addressed. In principle, I see no reason why this use shouldn't be allowed on this site. However, given the high degree of factors at play, the City would need more information than otherwise required in most cases to be able to protect the health, safety, and welfare of the community and to uphold the ordinance. I don't think that level of information has been provided.

Call me with questions.

*Adam Zettel, AICP*  
City of Swartz Creek  
Zoning Administrator  
8083 Civic Drive  
Swartz Creek, MI 48473  
ph: (810)-635-4464  
fax: (810)-635-2887  
[www.cityofswartzcreek.org](http://www.cityofswartzcreek.org)

The information contained in this message and any attachments are intended for the personal and confidential use of the designated recipients. This message and any attachments may be a work product that is privileged and confidential. If you are not the intended recipient or have received this message in error, do not review, disseminate, distribute or copy this message or any attachments. If you have received this communication in error,

**City of Swartz Creek  
Building Department**

**Memorandum**

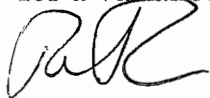
Date: October 21, 2010

To: Paul Bueche

From: Robert Kehoe Building Official

Subject: Hank & Dons Smoke House

I reviewed the site plan for the smoke building and have the same concern as Adam in regards to rear yard setback. This should go to the ZBA for a variance.



Robert Kehoe  
Building Official  
City of Swartz Creek  
810-635-4464



# Wenzlick Patio & Awning

~ Flushing ~

106 Lynn St  
Flushing, MI 48433  
phone: (810) 659-1674  
FAX: (810) 659-4352

~ Traverse City ~

950 Duell Rd  
Traverse City, MI 49686  
phone: (231) 946-5221  
FAX: (231) 947-5113

## FAX Cover Sheet

Date: 9-7-10 FAX #: 810 635-2887

Attention: PAUL Bueche

Company: \_\_\_\_\_

From: Chris Wenzlick

Re: \_\_\_\_\_

" HANK + DON'S SMOKING ROOM "

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pages total  
(including cover)

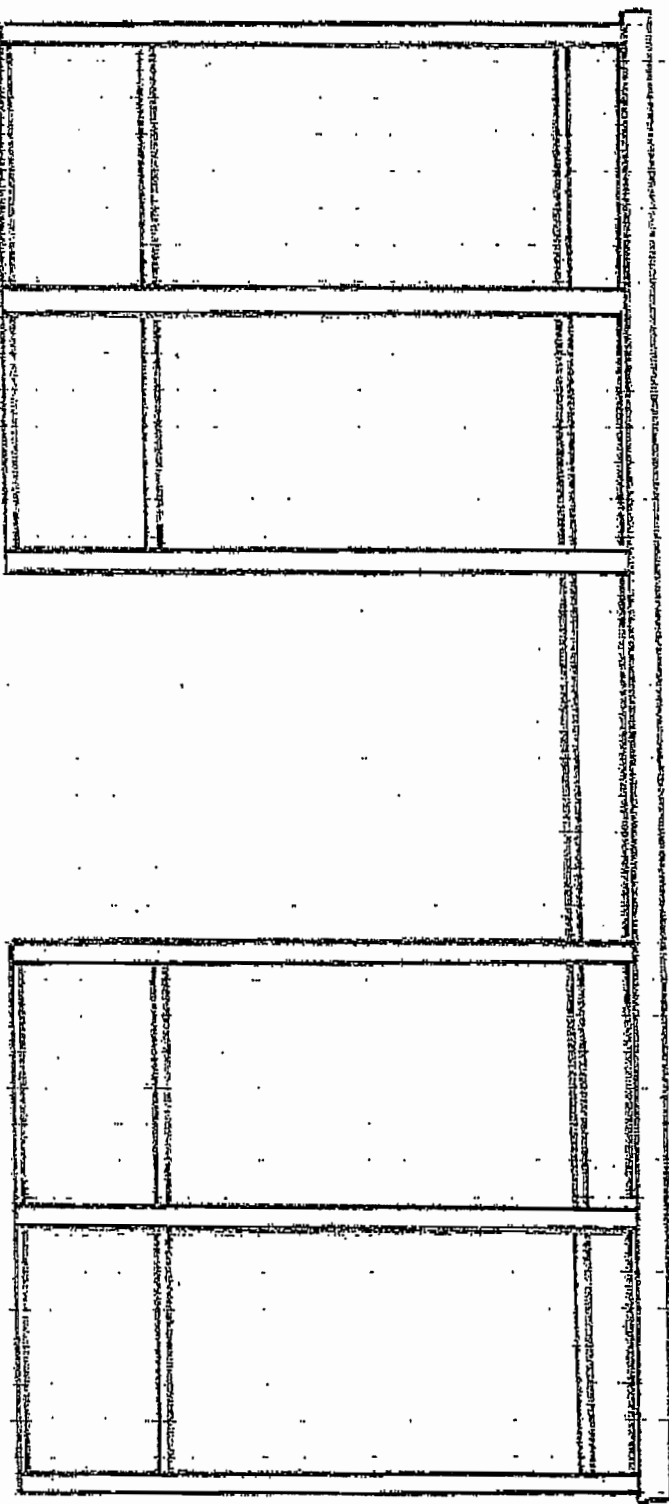
HAWK & DON'S BAR:

8006 Miller Rd.

SWARTZ CREEK, MT. 48473

SMOKING ROOM

FOOTBALL

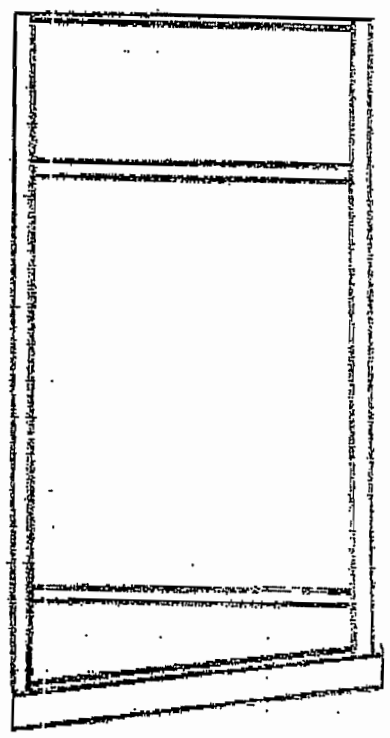


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ATTN: PAUL BUECHE:

635-2887

48"

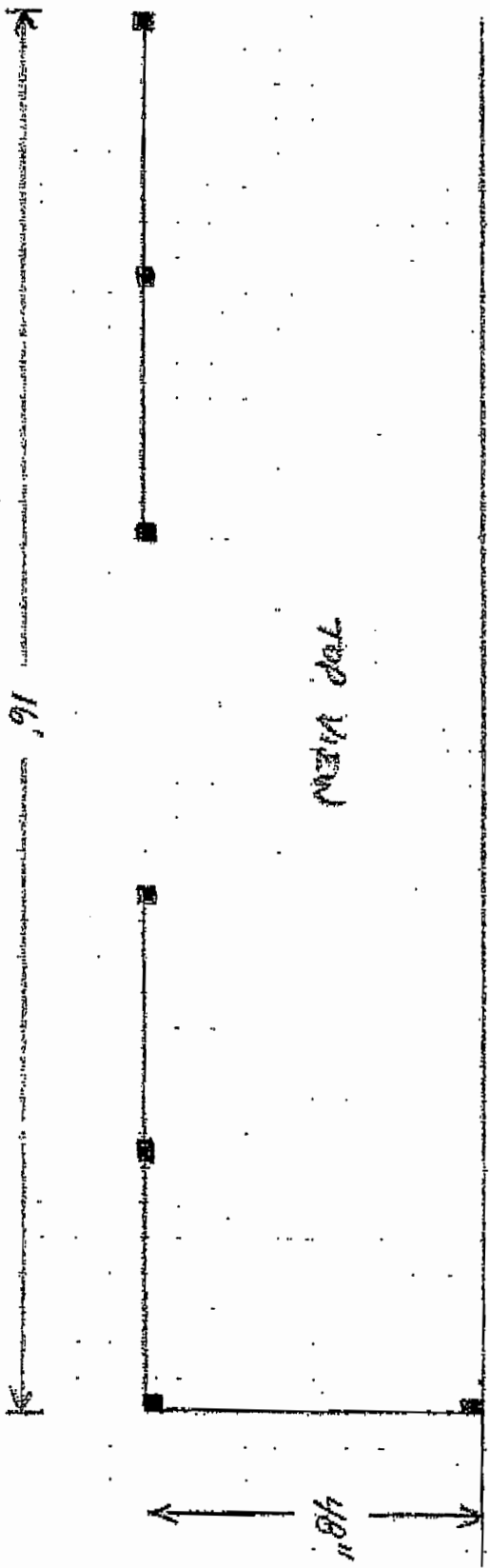


SIDE WALL

EXISTING



TOP VIEW



*W. DARlene Nemecsek*

# WENZLICK PATIO & AWNING

6180

106 LYNN ST. • FLUSHING, MI 48433 • (810) 659-1674

950 DUELL RD. • TRAVERSE CITY, MI 49686 • (231) 946-5221

FLINT #: (810) 732-7444

TOLL FREE: (800) 531-4069

www.Michiganroom.com

NAME *Henk & Davis Bar* PHONE # *810-635-7788*

ADDRESS *3006 Miller Rd*

CITY *Swartz Creek MI 48473* ZIP CODE *48473*

DATE SOLD *8-9-2010*

3" INS ROOF •

NON INS ROOF •

PANEL COLOR *Almond*

STYLELINE COLOR *Almond*

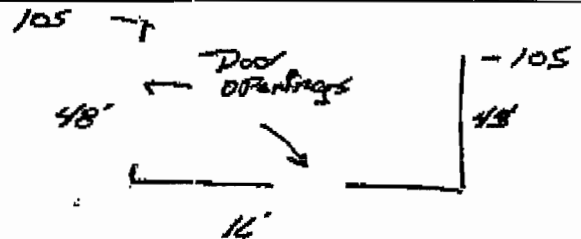
SQUARE FOOT \_\_\_\_\_

# OF POST \_\_\_\_\_

*Install 4'x16' Smoking Room  
on North Side of Bar.  
Two openings, with No Door  
One lite Glass and Panel to Cement*

WINDOWS & DOORS (SIZES)

ENCLOSURE LAYOUT





*Paul Bueche*

*City Manager*

*[pbueche@cityofswartzcreek.org](mailto:pbueche@cityofswartzcreek.org)*

**18-October-2010**

**To: \* TOM SVRCEK, ~~ROB KEHOE~~, ADAM ZETTEL**

**Re: Hank & Don's Tavern, Request to Construct Smoking Shelter**

For Tom, Rob and Adam, could you review this and give me a written response as to whether the bar's proposal is permissible, needs additional approval beyond the administrative staff (i.e., Planning Commission and Council), and any comments you may have that pertain to your perspective areas (planning, building inspector, public works). Please expedite comments as soon as possible as they are trying to make a weather deadline.

Thanx.....

**Paul Bueche**



*Adam Zettel*

*Zoning Administrator*

[azettel@cityofswartzcreek.org](mailto:azettel@cityofswartzcreek.org)

Date: November 30, 2010

**To: Planning Commissioners**  
**From: Adam Zettel, AICP**  
**RE: December 7, 2010 Planning Commission Meeting**

Hello everyone,

**We WILL NOT meet on Tuesday, December 7, 2010.** I know that last month was a blast, but unfortunately the fun is over for now. The PUD and site plan for the Family Farm & Home was approved by the City Council. I will keep you posted on its progress. Hopefully, we will see more activity in 2011 than we did in 2010, but December will be a quiet month.

For January, the Planning Commission can expect to review a draft of a proposed medical marijuana ordinance that the City Council has been seeking to create. If all goes well, a public hearing and work session will be scheduled for January, and I will have a draft out in the next two weeks for review. **So, do plan on meeting in January!**

Please check out the parade and related events this Saturday! If you have any questions or comments, **I am available at City Hall at (810) 635-4464.**

Sincerely,

Adam H. Zettel, AICP  
Zoning Administrator  
City of Swartz Creek  
[azettel@cityofswartzcreek.org](mailto:azettel@cityofswartzcreek.org)

---

8083 Civic Drive

Swartz Creek Michigan 48473

Phone: (810)-635-4464

Fax: (810)-635-2887

[www.cityofswartzcreek.org](http://www.cityofswartzcreek.org)

[ftp://cityofswartzcreek.org](http://ftp://cityofswartzcreek.org)

STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION



NOTICE OF HEARING  
FOR THE ELECTRIC CUSTOMERS OF  
CONSUMERS ENERGY COMPANY  
CASE NO. U-16432

- Consumers Energy Company may use a power supply cost recovery factor of \$0.00205 per kilowatt-hour (kWh) for its electric customers for each month in calendar year 2011, if the Michigan Public Service Commission approves its request.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- The first public hearing in this matter will be held:

**DATE/TIME:** December 6, 2010, at 9:00 a.m.  
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

**BEFORE:** Administrative Law Judge Daniel E. Nickerson, Jr.

**LOCATION:** Michigan Public Service Commission  
6545 Mercantile Way, Suite 7  
Lansing, Michigan

**PARTICIPATION:** Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 241-6160 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider the September 30, 2010 application of Consumers Energy Company (Consumers Energy) to implement a power supply cost recovery (PSCR) plan and PSCR factor of \$0.00205 per kWh to compute its electric customers' bills for each month beginning January 1, 2011 through December 31, 2011. The request for approval also includes a five-year forecast of power supply requirements of the company's customers, anticipated sources of supply and projections of power supply costs.



*Paul Bueche*

*City Manager*

[pbueche@cityofswartzcreek.org](mailto:pbueche@cityofswartzcreek.org)

**30-November-2010**

**Ms. GAIL RICKETTS**

10343 Golfside  
Grand Blanc, Michigan 48439

Re: **Dye Road Properties**

Dear **GAIL**,

I received your letter dated November 29<sup>th</sup>. I apologize for the delay, however I was checking into your request for a refund of the summer tax collection. For a variety of reasons, the City was never strong on the acquisition of these properties. Having said this, there is still the winter collection that will have to be paid. The City cannot offer a refund, but will pay the winter collection without proration, upon execution of a quit claim deed.

Your letter indicates that you have decided to keep the lots. The City has no issue with this. If you change your mind, a quit claim deed is at our front desk and needs only your endorsement to consummate the transfer. Ms. Sue Arvoy has the file and is a notary public.

I apologize for any inconvenience and thank you for your time and attention

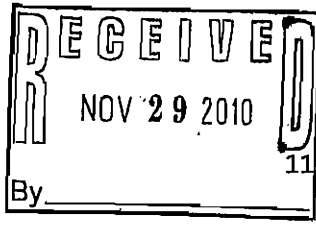
Sincerely,

**PAUL BUECHE**

*City Manager*  
(810)-635-4464

Copy: Sue Arvoy





To: City of Swartz Creek

Attn: Paul Bueche, City Mgr.

Dear Mr. Bueche,

Thank-you for your sincere effort on my behalf to work out an agreement in the acceptance of my two land parcels, by the City of Swartz Creek . However due to delays and the unlikelihood of having my winter taxes reimbursed to me the offer is withdrawn. By telephone message left for you on November 3rd of this year it was explained that the offer would be withdrawn if not settled by the 15th of this same month. I left a message for you again on the 15th of November, hoping that the Quick Claim Deed was ready to be signed. I have yet to receive a reply from you regarding same. Therefore please consider that the offer is withdrawn, officially, retroactively to the 15th of November. Mr. Bueche, thank-you again for all of your assistance on this matter .

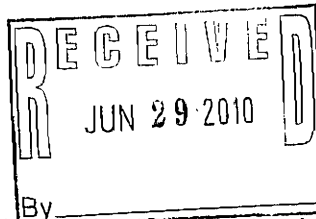
Sincerely,

A handwritten signature in cursive script that reads "Gail M. Ricketts".

Gail M.Ricketts

City of Swartz Creek

Attn: City Manager, Paul Bueche



June 28,2010

Re: Lot 23 of SUPERVISORS PLAT No. 44, City of Swartz Creek, Genesee County, MI

and

Lot 25, SUPERVISORS PLAT No. 44, City of Swartz Creek, Genesee County, MI

Dear Paul,

As according to our telephone conversation on Thursday, June 24, 2010, this letter is confirmation of my desire, as sole owner of the two parcels of land listed above, to turn them over to the city for immediate ownership. The taxes are current and paid up to those due 8-31-2010. The homes on the two properties have been removed as of the Summer 2009 and dead tree branches were removed on Lot 23. It would be to my advantage to have the City of Swartz Creek assume ownership of both parcels, to save my expenditure on ensuing property taxes. I received both properties in a divorce settlement, and took no part in their purchase. Please review the information enclosed, if it is enough to show ownership, and I will look forward to my meeting with you, Paul, on Tuesday, July 6th of this year.

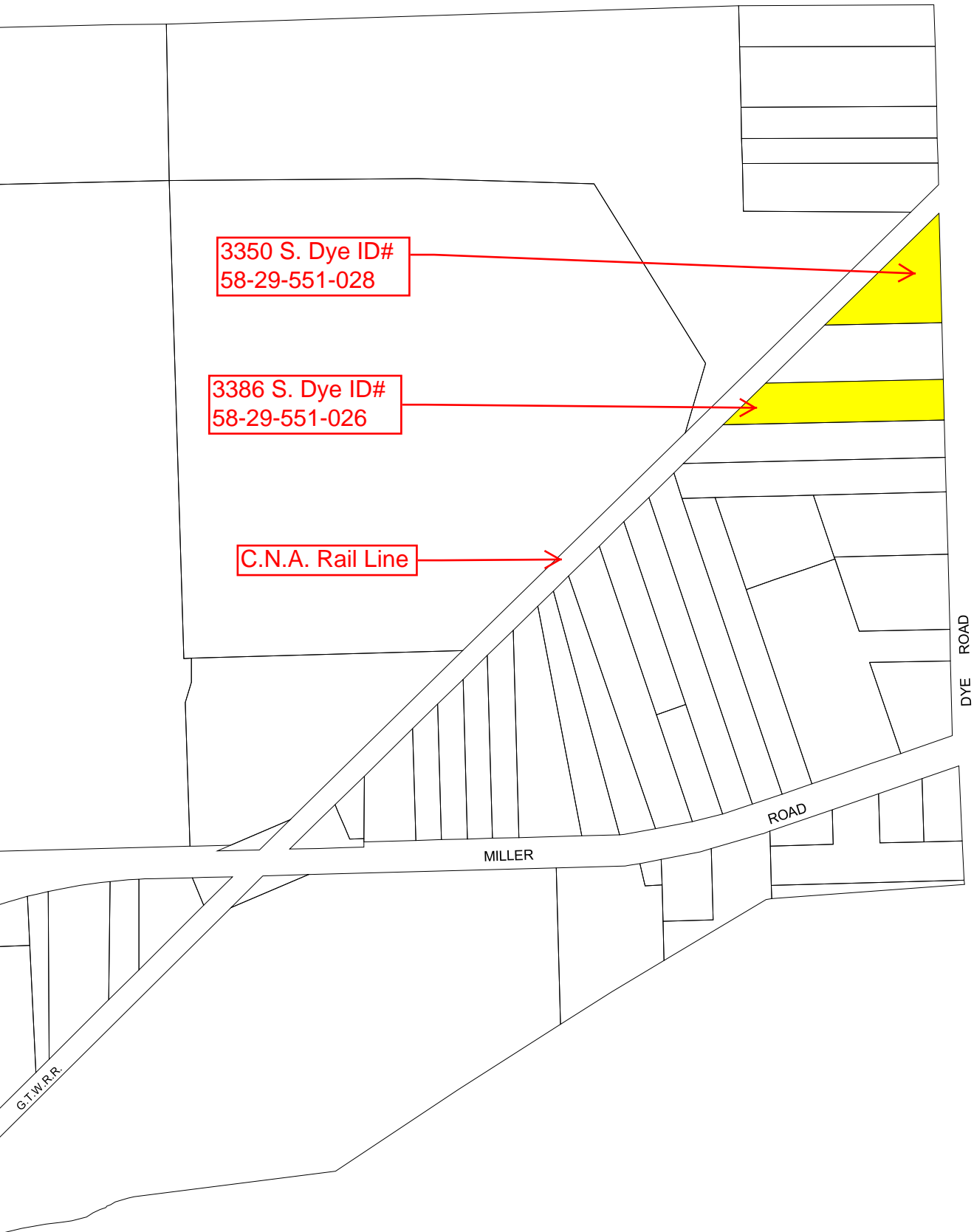
Sincerely,

*Gail M. Ricketts*  
gail m. ricketts

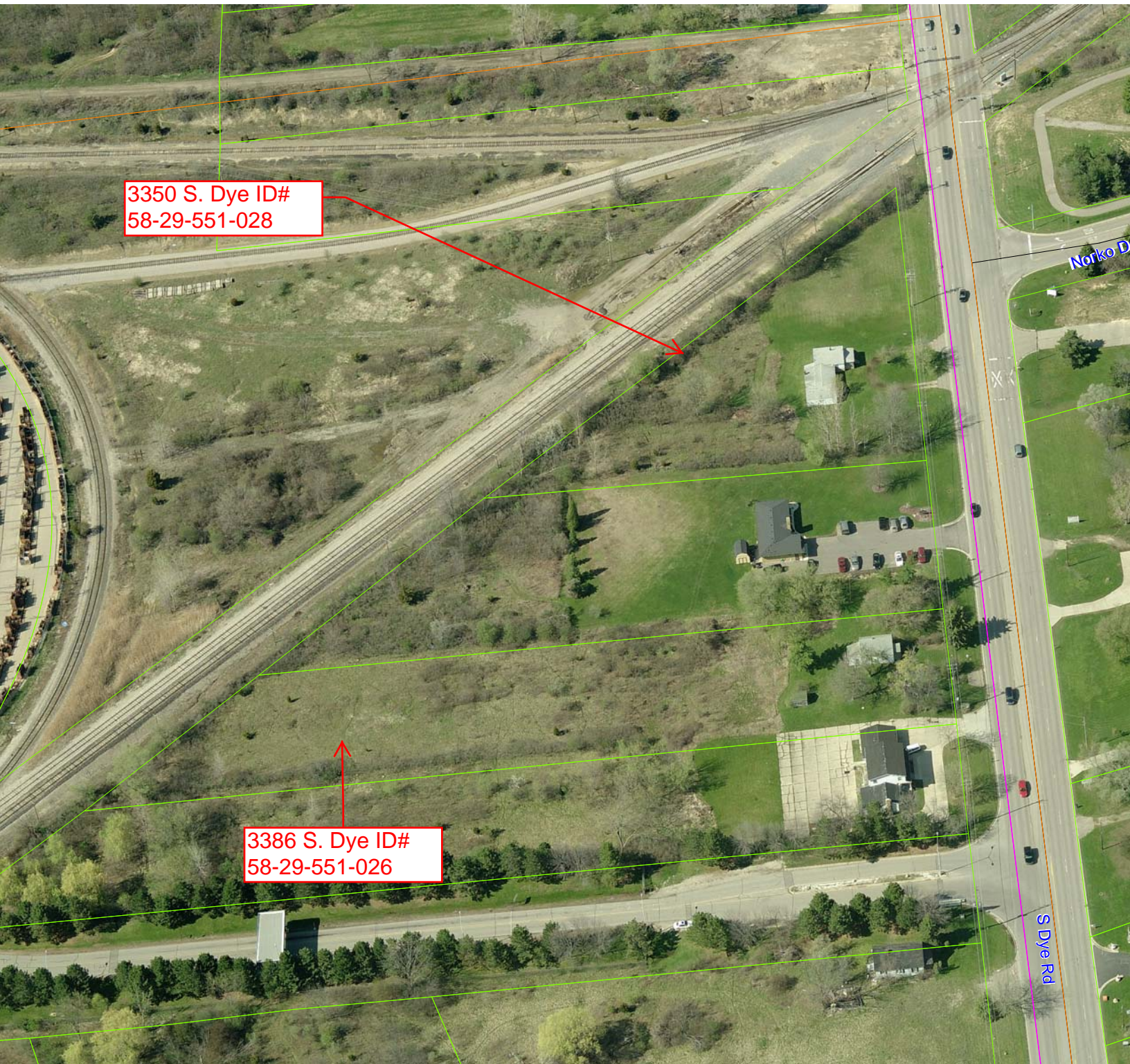
Home phone: 810-344-9411

Work phone: 810-236-9635 (2pm to 10 pm)









3350 S. Dye ID#  
58-29-551-028

3386 S. Dye ID#  
58-29-551-026

CITY OF SWARTZ CREEK

TAX CERTIFICATION  
TAX SUMMARY FOR CALENDAR YEAR 2010

School: 25180

Property #: 58-29-551-026

CITY OF SWARTZ CREEK  
ATTN: TAX DEPT  
8083 CIVIC DR  
SWARTZ CREEK, MI 48473

SITE ADDRESS:  
3386 DYE RD

SEV 69,700  
AV 69,700  
TAXV 31,064

RICKETTS, GAIL M TRUST  
10343 GOLFSIDE  
GRAND BLANC MI 48439-9437

Mortgage Company of Record:  
NONE

Prop Type :  
PRE/MBT %: 0

Summer Tax Bill

Winter Tax Bill

TAX TYPE	TAX AMOUNT
SE TAX	186.38
SO TAX	559.15
SCH B-S	56.09
ISD OP	5.07
VOC ED	29.90
SPEC ED	74.79
MOTT OP	30.90
MOTT DT	10.71
UNIT OP	150.00
GARBAGE	73.00
COUNTY OP	171.07

TAX TYPE	TAX AMOUNT
MOTT OP	30.90
MOTT DT	10.71
PARKS	15.05
PARA MD	15.05
LIBRARY	23.23
AIRPORT	15.05
MTA	24.85
SENIOR CENTER	21.74
HEALTH SERVICES	31.06

TOTAL TAXES	1,347.06
ADMIN FEE	13.47
INTEREST	0.00
TOTAL BILL	1,360.53

TOTAL TAXES	187.64
ADMIN FEE	1.87
INTEREST	0.00
TOTAL BILL	189.51

SUMMER

WINTER

Date Prepared: 07/08/2010

*Today Yearly For 3386 S. DYE: \$ 1,550.<sup>24</sup>*



CITY OF SWARTZ CREEK

TAX CERTIFICATION  
TAX SUMMARY FOR CALENDAR YEAR 2010

School: 25180

Property #: 58-29-551-028

CITY OF SWARTZ CREEK  
ATTN: TAX DEPT  
8083 CIVIC DR  
SWARTZ CREEK, MI 48473

SITE ADDRESS:  
3350 DYE RD

RICKETTS, GAIL M TRUST  
10343 GOLFSIDE DR  
GRAND BLANC MI 48439-9437

SEV 102,700  
AV 102,700  
TAXV 31,409

Mortgage Company of Record:  
NONE

Prop Type :  
PRE/MBT %: 0

Summer Tax Bill

Winter Tax Bill

TAX TYPE	TAX AMOUNT
SE TAX	188.45
SO TAX	565.36
SCH B-S	56.72
ISD OP	5.13
VOC ED	30.24
SPEC ED	75.62
MOTT OP	31.24
MOTT DT	10.83
UNIT OP	151.67
GARBAGE	73.81
COUNTY OP	172.97

TAX TYPE	TAX AMOUNT
MOTT OP	31.24
MOTT DT	10.83
PARKS	15.22
PARA MD	15.22
LIBRARY	23.49
AIRPORT	15.22
MTA	25.12
SENIOR CENTER	21.98
HEALTH SERVICES	31.40

TOTAL TAXES	1,362.04
ADMIN FEE	13.62
INTEREST	0.00
TOTAL BILL	1,375.66

TOTAL TAXES	189.72
ADMIN FEE	1.89
INTEREST	0.00
TOTAL BILL	191.61

SUMMER

WINTER

Date Prepared: 07/08/2010

TOTAL YEARLY FOR 3350 S. DYE: \$ 1,567.<sup>38</sup>

## Paul Bueche

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**From:** Michigan Municipal League [aschor@mml.org]  
**Sent:** Tuesday, November 23, 2010 3:31 PM  
**To:** Paul Bueche  
**Subject:** ALERT: Sunday Morning Liquor Sales Bill to Take Effect December 1



### **ALERT: Sunday Morning Liquor Sales Bill To Take Effect December 1**

Folks, the Legislature has passed - and the Governor has signed - legislation to allow for sales of alcohol on Sunday mornings. PA 213 of 2010 takes effect on December 2, 2010.

This means that permits can be issued on December 1st for businesses to sell liquor on Sunday morning. The legislation says that as of December 1, 2010, businesses can apply for Sunday morning liquor permits if they already have a liquor license. They pay a \$160 fee and are issued the license. A community can prohibit these permits from being issued, though, by passage of a resolution by the local unit of government prohibiting sales on Sundays. There are questions about what will happen if a community passes such a prohibition, but it is after the deadline and after some permits have been issued. It is unclear what then happens to the businesses that already have the permits. There are also questions about what happens to communities who have ordinances or charter provisions that copy state law and have a prohibition on Sunday morning sales currently. They may have to remove those provisions in order to match the new law.

You should be receiving a letter from the Michigan Liquor Control Commission in the next few days explaining what this means for your community and what your local elected officials will need to do in order for businesses to sell alcohol on Sunday mornings (if the community wants that to happen). My understanding is that Liquor Control may be planning to require locals to submit resolutions saying that businesses can do this before any permits will be issued. The industry is contesting this because the law says that communities can opt-out of allowing these sales instead of opting in. The League is involved in the discussions on this, and we are closely following the implementation of this law. The law was passed quickly and will need a few fixes that are expected early next year and we will be involved with that as well.

**IF YOU WISH TO ENSURE THAT THESE SUNDAY MORNING SALES DO NOT TAKE PLACE IN YOUR COMMUNITY OR IF YOU WISH TO HAVE YOUR COUNCIL REVIEW THIS BEFORE THE SUNDAY MORNING SALES ARE ALLOWED TAKE PLACE, PLEASE CONTACT ME BEFORE DECEMBER 1ST AND I WILL PASS THAT INFORMATION ON TO LIQUOR CONTROL BEFORE THEY START ISSUING PERMITS.**

I apologize for the short notice on this, especially with the Thanksgiving holiday coming, but this law was just signed by the Governor last week. The Michigan Municipal League staff met with the representatives of the restaurant and licensed beverage industry today, and has spoken to Liquor Control, and we are working to inform local officials about this new law and figure out the implementation.



Thank you for your attention, and please feel free to contact me about this any time. I will be out of the office on November 24th due to a family emergency, but will attempt to respond to emails and calls about this as soon as possible.

Andy Schor  
Assistant Director, State Affairs  
Michigan Municipal League  
Ph: (517) 908-0300 (direct)  
Cell: (517) 256-3395  
208 N Capitol, 1st Floor  
Lansing, MI 48933  
[www.mml.org](http://www.mml.org)

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



- AFL-CIO NOW BLOG - <http://blog.aflcio.org> -

## Today: National Day of Action to Stop Wage Theft

Posted By [James Parks](#) On November 18, 2010 @ 9:00 am In [Legislation & Politics](#) | [14 Comments](#)



At a time when Congress is considering whether to give the nation's wealthiest people a holiday gift by extending their Bush-era tax breaks, workers, religious leaders, public officials and others will come together in more than 35 cities across the country to fight for those who have been cheated and left behind.

A week before Thanksgiving, we're taking part in a [National Day of Action Against Wage Theft](#) <sup>[1]</sup> to highlight this ongoing crisis and ways that workers and communities are organizing to stop it.

[Wage theft](#) <sup>[2]</sup> is a national epidemic that robs millions of workers of billions of dollars they've worked for but never see, says Kim Bobo, executive director of Interfaith Worker Justice (IWJ) <sup>[3]</sup>, the coordinator of the National Day of Action. Speaking at a telephone press conference yesterday, Bobo, author of *Wage Theft in America*, put it this way:

A week before Thanksgiving, faith communities collect turkeys to give to poor families. Millions of poor families could buy their own turkeys if their wages had been paid as required by law. This Thanksgiving, as a nation we are struggling with how to boost the economy. What better way to stimulate the economy, put more money back into neighborhood businesses, than to assure that workers are paid all their wages?

As part of the National Day, Bobo said, workers in Houston will drive a Justice Bus, stopping by workplaces where employers allegedly engage in wage theft. The mayor of Grand Rapids, Mich., will announce a new task force against wage theft. Workers seeking unpaid wages will file lawsuits in New York City and Austin, Texas. Dozens of groups will visit employers in other cities who allegedly have stolen wages and demand they pay workers what they have promised.

Rebecca Fuentes, the director of the Workers' Center of Central New York in Syracuse, described state fair workers who were so badly abused by their employer that they were impoverished to the point of malnutrition. They had to go to the emergency room with burn blisters on their bodies from working without protection around hot machinery. For more on their story, click [here](#) <sup>[4]</sup>. Fuentes told reporters:

A carnival is a place for entertainment and celebration, but for these workers, it was a place of worry and despair, with their poverty and malnutrition uncomfortably coexisting with the abundance and happiness a carnival ought to represent. We are taking action.

One focus of the National Day of Action will be the need to strengthen the enforcement of wage and hour laws, support community wage theft prevention programs and prevent the misclassification of workers as independent contractors. State laws to stop wage theft have already passed in Illinois, Maryland, Massachusetts and New Mexico, and a first-ever county ordinance was passed in Miami-Dade County earlier this year.