

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday October 11, 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 September 27, 2010 MOTION Pg. 6,10-28
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 6
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 6, 2-5
 - 6B. Monthly Police Report Pg. 29-39
 - 6C. Monthly DPW Report Pg. 40-44
 - 6D. Monthly Check Ledger Pg. 45-50
 - 6E. Sanitary Sewer Manhole Rehabilitation (Agenda Item) Pg. 51-58
 - 6F. Property Forfeit Request (Agenda Item) Pg. 59-64
 - 6G. Public Hearing Notice (Agenda Item) Pg. 65
 - 6H. Inland Seas MI-DNRE Notice, Groundwater Contamination Pg. 66-70
 - 6I. Free Press Article, Medical Marijuana Pg. 71-74
 - 6J. Oct 5 Planning Commission Packet CD.
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Appropriation, Sewer Manhole Re-Hab Phase II RESO. Pg. 7,51-58
 - 8B. Property Acquisition, 3350 & 3386 South Dye RESO. Pg. 9,59-64
 - 8C. Set Public Hearing, Miller-Elms PUD-PDD Amendment RESO. Pg. 9, 65
 - 8D. Water Rates DISC. Pg.
9. **MEETING OPENED TO THE PUBLIC:**
 - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBERS:**
11. **EXECUTIVE SESSION:**
 - 11A. MTT Appeal, GM-SPO RESO. Pg. 9, 2
12. **ADJOURNMENT:**
 - 12A. General Motion MOTION

**City of Swartz Creek
CITY MANAGER'S REPORT**

Regular Council Meeting of Monday October 11, 2010 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 8-October-2010

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

- ✓ **2009-2010 FINANCIALS** (*Status*)
 The field work for the audit is complete. I am looking for a Council presentation at the last meeting of October or the first of November.

- ✓ **WATER – SEWER RATES** (*Discussion*)
 As we have discussed through last year's audit, the budget process, and at the last meeting regarding the pre-audit figures, we have problems once again with water and sewer revenues, specifically water. The single biggest problem is skyrocketing bulk water fees passed along from the County. When you add escalating costs for operation and maintenance, labor benefit costs and declining usage, this fund is in trouble. We have been chasing rates for a several years with the problem now being compounded by incessant bulk water fees passed along from the County, who blames it on Detroit. The bottom line is we need to move on water rates again, very soon, as we have absorbed the July 1 increase. I have again set this for discussion pending some handout tables for tonight's meeting. If the tables are still incomplete, we may have to move this discussion ahead two weeks.

- ✓ **MTT APPEALS, GM BANKRUPTCY** (*Resolution*)
 I have set this for an executive session to discuss the status and direction with Mr. Figura, via conference call.

- ✓ **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

City Funded Totals	-	-	\$967,217	\$236,684	\$386,000	\$1,590,901
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- MILLER ROAD PROJECT, ELMS-TALLMADGE** (*Status*)
Pending Completion of design, grade inspection and MDOT bid, as approved at the meeting of September 13th (\$27,684).
- MORRISH ROAD NORTH CONSTRUCTION PROJECT - MEIJER'S** (*Status*)
Completed, except for a couple of punch list cleanup items.
- MORRISH ROAD GUARDRAIL** (*Status*)
Still looking.

✓ **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:

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

Only the Cape Seal portion of this project remains. It seems our project has been pushed down the priority list by the contractor, Maintenance & Construction Company. They cannot commit to getting to it before the weather closes in. I'm unsure if this is a problem or not, insofar as if we do it now or in the spring. I'll check with our engineers and see if they have any comment.

- ✓ **WWS SEWER USE – IPP ORDINANCE** (*Status*)
Pending.
- ✓ **SEWER REHABILITATION PROJECT, I&I, PENALTIES** (*Resolution*)
Phase III of the relining was approved at the December 7, 2009 Council Meeting, the work completed in the spring of 2010. Phase I of the Manhole Re-habilitation Project was completed in the fall of 2009 and involved the repair of 22 basins located in the Winchester Woods area. As you may recall, REI bid this project for us with multi-year price extension. We have scheduled another 21 (maximum) manholes for repair, located in the 6000 Block of Bristol Road and the 6000 Block of Miller Road. The total cost for these, based on time and material estimates, is \$26,450. I have a resolution with tonight's agenda to continue Phase II of the program. As a reminder, the County has always informed us that as long as we continue to work towards the reduction of infiltration and inflow, the penalties will not be assessed. Our relining and manhole rehabilitation should be much more than adequate to accomplished this.
- ✓ **KAREGNONDI WATER AUTHORITY** (*Status*)
Still out there.
- ✓ **MARATHON STATION BLIGHT & NON-CONFORMING USE** (*Status*)
We have several developers interested in this property. The time is still running on the auction redemption period at the Land Bank. I'll keep the Council posted on developments. On a related matter, included with tonight's packet is a MI-DNRE notice filing for groundwater contamination migration.

- ✓ **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.
- ✓ **SWARTZ AMBULANCE AGREEMENT** (*Status*)
All funding related to the City's contribution towards the ambulance base has been terminated. I have spoken with Swartz Ambulance and they do desire to stay within the City. I plan to meet with them and discuss the future of the base and options that may exist.
- ✓ **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*)
Pending.
- ✓ **SPRINGBROOK EAST & HERITAGE ASSOCIATION S.A.D.** (*Status*)
Pending a public Hearing with Heritage residents to be held at the meeting of October 25th.
- ✓ **REQUEST TO FORFEIT PROPERTY, DYE ROAD** (*Resolution*)
The Planning Commission discussed the acquisition of the Dye Road Property by the City. They recommend the City move to acquire the lots. As you may recall, we heard this on July 12 relative to a request of the property owner, Gail Ricketts, to deed two parcels across to the City. Simply put, the owner does not wish to own them or pay taxes on them any further. The addresses are 3350 & 3386 South Dye and they are vacant. I have discussed this extensively with the owner and explained that she could allow them to revert to tax foreclosure. She chooses not to do this. She has listed and solicited the sale of them for nothing without any success. The value has dropped to the point that they are not even worth the yearly non-homestead taxes. All taxes have been paid to date. There would be some cost in obtaining the lots, being either through the City attorney's office for their fees or via a real estate office with the purchase of a title insurance policy and warranty deed. I also believe we would have to pay the winter taxes as we could not place it exempt until 2011. The winter taxes are \$381. I have a resolution to purchase included with tonight's agenda. Council choice.
- ✓ **ZONING CODE AMENDMENT** (*Status*)
We are working on a moratorium ordinance amendment for managing medical marijuana care giver centers and dispensaries. As of writing, it is not quite complete. It will probably be back at the next meeting. As you recall, we had some discussion on this matter with the short term decision being to wait and watch. With nearby communities either placing these centers on hold or banning them, we probably need to buy some time to see if the state is willing to correct this nightmare they created. Please let me know if you have any thoughts, ideas or opposition to this direction.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **SET PUBLIC HEARING, MILLER-ELMS PDD AMENDMENT** (*Resolution*)

We have a request to amend the Miller – Elms PDD-PUD, specifically the southeast quadrant of the intersection. The initial building is a “Family Farm & Home” retail store at ±24,000 square feet. The Planning Commission heard the request and held a public hearing at their meeting of October 5th. The Council also needs to hold a public hearing on the matter. We have a resolution to set a public hearing for the meeting of October 25th.

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.
- *Abandoned Vehicles Morrish & I-69, Downtown.* Working on removal of the vehicles.
- *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 October 11, 2010 7:00 P.M.

Resolution No. 101011-4A MINUTES, SEPTEMBER 27, 2010

Motion by Councilmember: _____

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held September 27, 2010 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 101011-5A AGENDA APPROVAL

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of October 11, 2010 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 101011-6A CITY MANAGER'S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager's Report of October 11, 2010, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

APPROPRIATION, PHASE II SEWER MANHOLE REHABILITATION

Motion by Councilmember: _____

WHEREAS, on January 12, 2009, the City initiated Phase I of a sanitary sewer manhole rehabilitation program under the following resolution:

Bid Award & Appropriation, Phase I Sewer Rehabilitation Project Manhole Repair

Resolution No. 090112-04

(Carried)

*Motion by Councilmember Hicks
Second by Councilmember Binder*

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

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

WHEREAS, the City and its engineers, under increasing demand from the Federal Environmental Protection Agency, the Michigan Department of Environmental Quality and the Genesee County Division of Water & Waste Services, have developed a plan to abate infiltration and inflow by relining the sanitary sewers thus extending the life indefinitely; and

WHEREAS, in conjunction with the relining of the sanitary sewer lines, the re-habilitation of the man-holes is also warranted as the age and subsequent deterioration is the source of large quantities of inflow surface water; and

WHEREAS, the City's Engineer developed specifications for the repair of the structures and let the project to bid with three returns ranging from a high of \$33,265 to the low of \$16,729, with Young's Environmental of Flint Michigan being the low bidder; and

WHEREAS, the Staff and City Engineer has identified a section of sanitary sewer, containing 22 man-holes, within the Winchester Woods Subdivision that have a high cost – benefit ratio for repair, as the location is in drainage ditches within the road right of way.

NOW, THEREFORE, I Move the City of Swartz Creek approve Phase I of the City's Sanitary Sewer Man-Hole Rehabilitation Program and appropriate an amount not to exceed \$16,729, plus 15% contingency, from the Sewer Fund 590, to the low bid of Young's Environmental of Flint Michigan, for the rehabilitation of 22 sanitary sewer man-hole structures located along Valleyview, Birchcrest and in the backyards of houses between Seymour and Birchcrest, in accordance with the bid specifications attached hereto, and further direct the Mayor and City Clerk to execute all necessary documents and contracts.

Discussion Took Place.

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

And;

WHEREAS, the City Council determines the need to continue the program based on all the reasons set forth in the resolution adopted on January 12, 2009; and

WHEREAS, the City Staff and Engineer has evaluated the sanitary sewer system and determined that the highest cost to benefit ratio for repair of manholes lies within the 6000 Block of Bristol Road and the 6000 Block of Miller Road; and

WHEREAS, the contractor bid the project on multi-year price extensions and has provided a proposal to the City to complete such repairs on a price extended time and materials basis.

NOW, THEREFORE, I Move the City of Swartz Creek approve Phase II of the City's Sanitary Sewer Manhole Rehabilitation Program and appropriate an amount not to exceed \$26,450, plus 10% contingency, to Young's Environmental of Flint Michigan, for the rehabilitation of up to 21 sanitary sewer man-hole structures as follows:

Ditch Line Locations:

- SE Corner of Miller & Elms
- 6203 Miller
- In front of Restaurant
- East of Restaurant
- 6144 Miller
- 6176 Miller
- 6206 Miller
- Across from Cornerstone Church near 55 sign
- 6300 Miller
- 6509 Bristol
- 6483 Bristol
- 6457 Bristol
- 6419 Bristol
- 6383 Bristol
- 6363 Bristol
- 6299 Bristol
- 6269 Bristol
- 6257 Bristol
- 6231 Bristol
- 6211 Bristol-----|----- Will look at
- 6179 Bristol-----|----- but may not require work.

19 Locations of Chimney Liners
17 Locations of Re-Do Frames/Covers
6 of these will need chimney reconstruction
Total of Project: \$26,450.00

in accordance with the bid pricing and specifications awarded on January 12, 2009, and further, direct the Mayor and City Clerk to execute all necessary documents and contracts

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 101011-8B

PROPERTY ACQUISITION, 3350 S. DYE ID# 58-29-551-028 & 3386 S. DYE ID# 58-29-551-026

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the acquisition of two parcels of property, 3350 S. Dye, Tax ID# 58-29-551-028 & 3386 S. Dye, Tax ID# 58-29-551-026, from owner Gail M. Ricketts, the cost not to exceed \$1 each, plus all necessary costs for the preparation and filing of documents related to the sale and/or transfer, and further, direct the Mayor and City Clerk to execute any and all documents on behalf of the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 101011-8C

SET PUBLIC HEARING, MILLER-ELMS PUD-PDD AMENDMENT

Motion by Councilmember: _____

I Move the City of Swartz Creek set a public hearing for the regular Council Meeting of October 25, 2010, 7:00 PM, to hear public comments for proposed changes to the Miller – Elms Planned Unit Development District, specifically the southeast corner of Miller and Elms, and further, to make copies of such changes available to the public at the City Clerk’s Office, for inspection.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 101011-11A

EXECUTIVE SESSION, GM-SPO MTT APPEAL

Motion by Councilmember: _____

I Move the City of Swartz Creek, at the request of the City Manager and in accordance with the Open Meetings Act, enter into Executive Session for the purpose of discussing strategy with the City Attorney, via conference call, in connection with pending MTT Appeals.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday September 27, 2010 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 09/27/2010

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, Porath, Shumaker.

Councilmembers Absent: Krueger.

Staff Present: City Manager Paul Bueche, Deputy City Clerk Deanna Korth, Police Chief Rick Clolinger.

Others Present: Boots Abrams, Sharon Shumaker, Tommy Butler, Pam Spillane, Donna Gerrais, Ted Kramer, Bob Plumb, Ron Schultz, Jim Florence, Randall Schiestel.

Resolution No. 100927-01

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Binder

I Move the Swartz Creek City Council hereby excuse the absence of Councilmember Krueger due to work commitments.

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

NO: None. Motion Declared Carried.

APPROVAL OF MINUTES

Resolution No. 100927-02

(Carried)

Motion by Mayor Pro-Tem Porath
Second by Councilmember Hurt

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting, held September 13, 2010, to be circulated and placed on file.

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

NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 100927-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the Agenda, as printed, for the Regular Council Meeting of September 27, 2010 to be circulated and placed on file.

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

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 100927-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Binder

I Move the Swartz Creek City Council approve the City Manager's Report of September 27, 2010, to be circulated and placed on file.

YES: 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:

None.

COUNCIL BUSINESS:

Presentation, Swartz Creek Women's Club

The Swartz Creek Women's Club made a presentation to the Swartz Creek Police Department's K-9 program.

Resolution No. 100927-05

(Carried)

Motion by Councilmember Binder
Second by Councilmember Hurt

I Move the City of Swartz Creek accept a donation in the amount of \$1,000 from the Swartz Creek Women's Club, funds to be applied to the City's Police Department K-9 Program.

Discussion Took Place.

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

NO: None. Motion Declared Carried.

Police Department Update, Chief Clolinger

(Discussion Topic)

Chief Clolinger gave a brief update on the budget issues at the Swartz Creek Police Department. Chief Clolinger also spoke about a prescription drug drop off program that is underway in the city. Chief Clolinger updated the City Council on the statistics of the K-9 unit.

Boards & Commissions, Local Officers Compensation Commission

Resolution No. 100927-06

(Carried)

Motion by Councilmember Hurt

Second by Councilmember Shumaker

I Move the City of Swartz Creek re-appoint Monte Morgan, of 5388 Greenleaf Drive, to the Swartz Creek Local Officers Compensation Commission, the three year term to run October 1, 2010 to September 30, 2013.

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

NO: None. Motion Declared Carried.

Boards & Commissions, Local Officers Compensation Commission

Resolution No. 100927-07

(Carried)

Motion by Mayor Pro-Tem Porath

Second by Councilmember Hurt

I Move the City of Swartz Creek re-appoint Patricia Maksymiu, of 7188 Miller Road, to the Swartz Creek Local Officers Compensation Commission, the four year term to run October 1, 2010 to September 30, 2014.

Discussion Took Place.

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

NO: None. Motion Declared Carried.

Boards & Commissions, Local Officers Compensation Commission

Resolution No. 100927-08

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Binder

I Move the City of Swartz Creek re-appoint Tommy Butler, of 40 Somerset Drive, to the Swartz Creek Local Officers Compensation Commission, the one year term to run October 1, 2010 to September 30, 2011.

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

Water – Sewer Rates

(Discussion Topic)

City Manager Bueche gave a brief update on the current water/sewer rates and possible rate increases due to increases from the County.

Trail System

(Discussion Topic)

City Manager Bueche updated the Council on the current status of the Trail System.

Heritage Association Street Repairs

(Discussion Topic)

City Manager Bueche spoke about the current funding status of the street repairs for Heritage Village. Mr. Bueche spoke about a possible public hearing on the issue at the end of October.

Assessor’s Contract Renewal

Resolution No. 100927-09

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

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

**AGREEMENT FOR
PROFESSIONAL ASSESSOR SERVICES**

*This Agreement (“Agreement”), made and entered into this 27th day of September, 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, **Landmark Appraisal Company**, G-3247 Beecher Road, Suite 800, Flint Michigan 48532 (“Landmark”).*

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

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

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

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

SECTION I: BASIC SERVICES OF LANDMARK

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

1.1 General Duties:

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

1.2 Office Hours:

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

- A. Landmark shall devote at least one workday each week to maintaining office hours at the City offices for public appointments. The parties shall specifically agree upon a regular schedule for the maintenance of such office hours. In the event Landmark is unable to be present for office hours on the appointed days, it shall notify the City of the fact as soon as is reasonably practicable and an alternative day shall be substituted. Landmark's assigned assessor will be allowed up to four weeks (four days) vacation per year. Landmark will notify the City in advance of any vacation. The City reserves the right to deny vacation, however shall not do so unreasonably.
- B. If the specified office days of Landmark fall on a day recognized as a holiday for City employees, then it will be recognized as a holiday by Landmark.

1.3 Public Relations/Customer Service:

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

1.4 New Construction/Loss Adjustment:

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

1.5 Economic Condition Factors (ECF):

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

1.6 "Proposal A" Requirements:

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

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

1.7 Assessment Roll Preparation and Records:

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

1.8 Reports:

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

1.9 Board of Review:

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

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

- A. *Sales map indicating all neighborhood increases or decreases*
- B. *Sales "comparable" book to include the following:*
 - 1. *Current picture*
 - 2. *Sales price versus assessment at time of sale*
 - 3. *Building permits issued before or after the sale.*

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

1.10 Sales and Appraisal Studies:

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

1.11 Forms:

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

1.12 Defense of Appeals:

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

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

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

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Landmark shall provide as part of the services included under the terms and provisions of this Agreement, such time and effort as is necessary to properly provide to the City information, documents, analysis and advice as may be required in the determination of Landmark or the City to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the City or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, Landmark shall be available to the City for such further assistance as is required by the City in the defense of such appeal. Landmark shall be available as an expert witness on behalf of the City in any proceedings. In the event of the termination of this Agreement and the necessity for the services of Landmark for purposes of consulting, review of information, analysis or expert testimony after the date of termination,

Landmark shall be available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals, provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. Landmark shall keep the City Manager informed of all appeals and provide the City Manager with recommendations, the manner in which the appeals are to be handled, proposed settlements and other similar advice.

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

1.13 Reappraisal Program:

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

1.14 Personal Property Statements, Canvas and Audits:

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

1.15 Equalization Increases:

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

1.16 Land Division Applications:

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

1.17 Assessor Certification:

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

1.18 Transportation and Equipment:

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

1.19 Indemnification/Employment:

The parties hereto acknowledge that all personnel that may or might be utilized by Landmark in the performance of his/her duties hereunder shall, for all purposes, be considered employees of Landmark and not employees of the City. Landmark shall be responsible for Worker’s Compensation, Unemployment Compensation, state and federal withholding and payment of

personnel. Landmark shall indemnify the City and hold the City harmless from any claim, cause of action or other liability that may or might arise by virtue of any claim of any employee of Landmark relating to his/her employment by, or as Landmark.

1.20 Preparation of DDA and Reporting:

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

1.21 Assessor's Recommendations:

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

1.22 Security of Information:

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

1.23 Optional Services:

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

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

Landmark shall commence performance of the services herein required on November 1, 2010. Unless sooner terminated, this Agreement shall, by its terms, expire October 31, 2011.

2.2 Mutual Right of Termination:

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

2.3 Termination for Cause or Breach:

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

2.4 Notice of Termination:

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, Landmark shall immediately deliver to the City the originals and original copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by Landmark in performing this Agreement, whether completed or in process and same shall be in unaltered form, readable by the City. In the event of the failure or refusal of Landmark to forthwith deliver the above referenced materials, documents and files, City may seek a Circuit Court order compelling the production of same forthwith, and Landmark herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the City without leaving the City an adequate remedy at law, thereby entitling the City to an immediate judgment in its favor in this regard. The City shall be entitled to damages from Landmark for any information, materials or documents that are turned over to the City in unusable or altered form.

2.5 Amendment/Renegotiation:

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

If the Agreement is not reviewed or extended prior to its expiration date and the City desires to have Landmark continue on a month-to-month basis, the fee will be that which existed for the final month of the original term, being October 31, 2010.

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

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

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

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

SECTION IV: CITY RESPONSIBILITIES

4.1 Basic Data:

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

4.2 Office Equipment:

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

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

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

4.3 Computer:

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

4.4 Map Maintenance/Tax Roll Printing:

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

4.5 Office Supplies:

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

4.6 Existing ECF Areas:

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

4.7 Preparation of DDA and Reporting:

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

4.8 Legal Counsel:

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

SECTION V: RE-APPRAISAL, NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

In the event that the City desires to implement some or all of the recommendations made by Landmark as herein contemplated, the City may request and Landmark shall provide such services as are desired by the City, provided however, an addendum to this Agreement, reduced

to writing and executed by both parties, shall set forth the terms and provision under which the additional services shall be rendered. Such addendum shall specify the nature, extent and timetable for the performance of such additional services and establish the rate of compensation therefor.

5.2 Implementation/Responsibility:

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

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between City and Assessor:

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

6.2 Indemnification/Insurance:

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

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

6.3 Non-Assignability:

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of a Personal Services Contract, and as the City's decision to contract with Landmark is based in part on the perceived expertise and ability of Landmark, it is agreed that Landmark's duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the City. Nothing in this Agreement shall prevent Landmark from employing such employees or agents, as Landmark shall deem reasonably necessary to assist him/her in the performance of obligations under this Agreement. Also, in the event that illness, injury or incapacity in any form, whether elective or imposed, should cause Landmark to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), Landmark shall provide the City, at Landmark's expense, a certified

Level III Assessor to perform any and all such functions as required by this Agreement for the complete term of the absence or incapacity. The City reserves the right to approve or reject, without cause and at its sole discretion, any Assessor designee named to "fill-in" for Landmark for a period exceeding two (2) calendar months (60 days), and to consider, as mutually agreed by the parties hereto, that a rejection of said Assessor designee shall constitute a material breach of the Agreement pursuant to the "material breach" provision of Section 2.3 herein.

6.4 Professional Standards:

Landmark shall be responsible, to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy and adequacy of property valuations, drawings, property inspection data and all other work and materials furnished under this Agreement. At the time of commencement of performance, Landmark shall be properly certified, equipped, organized and financed to perform the services required by this Agreement. Subject to compliance with the requirements of this Agreement, Landmark shall work independently.

6.5 Ownership of Documents:

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

6.6 Validity:

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

6.7 Survival:

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

6.8 Controlling Law/Venue:

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

6.9 Authorization:

The respective signatories hereto expressly acknowledge that this Agreement is made and entered into with full authority of the City of Swartz Creek Council and Landmark Appraisal

Company and that the persons executing this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement by said Council and said Assessor.

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

CITY OF SWARTZ CREEK, MICHIGAN:

LANDMARK APPRAISAL CO:

By: _____
Richard Abrams, Mayor

By: _____
Mark R. MacDermaid, Partner

By: _____
Juanita Aguilar, City Clerk

Approved As To Form
By Richard J. Figura
City Attorney

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

CHAPTER 9. TAXATION*

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

Section 9.1. Power to tax--Tax limit.

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

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

Section 9.2. Subjects of taxation--Tax procedure.

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

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

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

Section 9.3. Exemptions.

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

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

Section 9.4. Tax day.

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

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

Section 9.5. Personal property--Jeopardy assessment.

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

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

Section 9.6. Preparation of the assessment roll.

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

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

Section 9.7. Board of Review.

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

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

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

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

Section 9.8. Duties and functions of Board of Review.

For the purpose of revising and correcting assessments, the Board of Review shall have the same powers and perform like duties, in all respects, as are, by law, conferred upon and required of boards of review in townships, except as otherwise provided in this charter. At the time, and in the manner provided in the following section, it shall hear the complaints of all persons considering themselves aggrieved by assessments. If it shall appear that any person or property

has been wrongfully assessed or omitted from the roll, the Board shall correct the roll in such manner as it deems just. Except as otherwise provided by law, no person other than the Board of Review shall make any change upon, or addition or correction to, the assessment roll. The Board shall make no such changes, additions, or corrections after it has certified the roll as provided and required by Section 9.11 of this chapter. The Assessor shall make a permanent record of all proceedings of the Board and enter therein all resolutions and decisions of the Board. Such record shall be filed with the Clerk on or before the first day of September following the meeting of the Board of Review.

Section 9.9. Meetings of Board of Review.

(a) The Board of Review shall convene at 9:00 o'clock a.m. on the third Monday in March in each year at a place designated by the Council, or on such other date as may subsequently be required by law for the meeting of boards of review in cities, and shall meet at the same time and continue in session from day to day for not less than three days for the purpose of considering the assessment roll of the city.

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

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

Section 9.10. Notice of meetings.

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

Section 9.11. Certification of roll.

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

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

Section 9.12. Validity of assessment roll.

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

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

Section 9.13. Clerk to certify levy.

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

Section 9.14. City tax roll.

After the Board of Review has completed its review of the assessment roll, the Assessor shall prepare a tax roll, or a combined assessment and tax roll, to be known as the "City Tax Roll." Upon receiving the certification of the several amounts to be raised, assessed, and charged for

city taxes, as provided in the preceding section, the Assessor shall proceed forthwith, (1) to spread the amounts of the general ad valorem tax according to and in proportion to the several valuations set forth in said assessment roll, and (2) to place such other assessments and charges upon the roll as are required and authorized by the Council. For convenience, the city tax roll may be divided into two or more volumes.

Section 9.15. Taxes a debt and lien.

The taxes on real and personal property shall become a debt to the city from the owner or person otherwise to be assessed, on the tax day provided by law. The amounts assessed on any interest in real property shall become a lien upon such real property on the first day of July next subsequent to the tax day, and shall so remain, until paid. Said tax liens shall take precedence over all other claims, encumbrances, and liens upon said personal property whatsoever, whether created by chattel mortgage, title retaining contract, execution, or upon any other final process of a court, attachment, replevin, judgment, or otherwise, and no transfer of personal property assessed for taxes shall operate to divest or destroy such lien, except where such property is actually sold in the regular course of retail trade.

Section 9.16. Tax roll certified for collection.

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

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

Section 9.17. Tax payment date.

City Taxes shall be due and payable on July first of each year.
(Amended by electors 4-3-67)

Section 9.18. Taxes due--Notification thereof.

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

Section 9.19. Tax payment schedule.

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

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

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

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

Section 9.21. State, county and school taxes.

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

purpose of collection of state, county, and school taxes, the Treasurer shall perform the same duties and have the same powers as township treasurers under state law.

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

Section 9.22. Protection of city lien.

The city shall have power, insofar as the exercise thereof shall not conflict with or contravene the provisions of law, to acquire such an interest in any premises within the city, by purchase at any tax or other public sale, or by direct purchase from or negotiation with the State of Michigan or the owner, as may be necessary to assure to the city the collection of its taxes, special assessments, charges, and any interest thereon which are levied against any lot or parcel of real property or to protect the lien of the city therefor, and may hold, lease, or sell the same. Any such procedure exercised by the city to assure the collection of its taxes or the protection of its tax or other liens shall be deemed to be for a public purpose. The Council may adopt any ordinance which may be necessary to make this section effective.

Section 9.23. Collection of delinquent taxes.

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

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

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

Section 9.24. Disposition of real property held by city.

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

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

Discussion Took Place.

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

NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC

Boots Abrams spoke about the Fall decorating the Women’s Club will be doing at the arch downtown.

Tommy Butler, 40 Somerset, spoke about financial problems in the City and no solutions being offered. Mr. Butler suggested possible tax increases if necessary. Mr. Butler commended the Women’s Club for all of their work in making the City more beautiful.

REMARKS BY COUNCILMEMBERS:

Councilmember Hicks asked about Consumer’s Power coming and giving the City more information. Mr. Bueche stated that he has sent out e-mails but no one has responded yet.

Mayor Pro-Tem Porath apologized for interrupting Mr. Butler.

Adjournment

Resolution No. 100927-10

(Carried)

Motion by Mayor Pro-Tem Porath
Second by Councilmember Binder

I Move the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 8:35 p.m.

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

Richard Abrams, Mayor

Deanna Korth, Deputy City Clerk

SWARTZ CREEK POLICE DEPARTMENT
MOTOR POOL RENTAL HOURS
SEPTEMBER 2010

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	18	0	0	0
#05-649	30	0	26	0
#05-346	1	0	97	0
#07-375	35	1	3	0
#05-275	81	9	0	8
#09-401	435	9	0	0
#09-226	73	9	0	0
TOTAL	673	28	126	8

SWARTZ CREEK POLICE DEPT

Total Account Hours Summary Report

From: 09/01/2010 to 09/30/2010

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
ADMINISTRATIVE					
101 301 702.001	SUPERVISOR	172.000	5.500	1,744.500	34.250
101 301 702.002	CLERICAL	137.000	0.000	1,258.000	3.000
PROTECTION					
101 301 702.003	UNIFORMED	545.250	45.250	4,620.250	273.000
101 301 702.004	NON-UNIFORMED	1.500	0.000	21.750	0.000
101 301 702.005	TRAFFIC ENFORCEMENT	171.250	21.000	1,831.000	81.000
COMPLAINTS					
101 301 702.006	INVESTIGATIONS	110.000	10.250	1,105.250	92.750
101 301 702.007	COURT	1.000	4.000	59.250	39.000
TRAINING					
101 301 702.008	TRAINING	13.000	2.500	25.000	16.000
LEAVE TIME					
101 301 702.010	VACATION	29.500	0.000	466.500	0.000
101 301 702.011	HOLIDAY	48.000	0.000	420.000	0.000
101 301 702.012	PERSONAL LEAVE	67.500	0.000	338.000	0.000
101 301 702.013	FUNERAL LEAVE	0.000	0.000	36.000	0.000
TRACK ADMINISTRATIVE					
101 302 702.001	SUPERVISOR	27.250	0.000	264.500	1.000
101 302 702.002	CLERICAL	20.000	0.000	171.000	0.000
TRACK PROTECTION					
101 302 702.003	UNIFORMED	16.750	3.000	159.750	26.750
101 302 702.004	NON-UNIFORMED	0.000	0.000	0.500	0.000
101 302 702.005	TRAFFIC ENFORCEMENT	0.000	0.000	1.000	0.000
SCHOOL PROTECTION					
101 303 702.003	UNIFORMED	169.000	10.500	1,212.500	59.500
SCHOOL COMPLAINTS					
101 303 702.006	INVESTIGATIONS	0.000	0.000	1.500	0.000

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
SCHOOL TRAINING					
101 303 702.008	TRAINING	0.000	0.000	32.000	0.000
LEAVE TIME					
101 303 702.010	VACATION	3.000	0.000	104.000	0.000
101 303 702.011	HOLIDAY	8.000	0.000	56.000	0.000
101 303 702.012	PERSONAL LEAVE	0.000	0.000	80.000	0.000
PROTECTION					
101 304 702.003	UNIFORMED	4.500	3.000	47.000	6.750
COMPLAINTS					
101 304 702.006	INVESTIGATION	0.000	0.000	0.500	0.000
TRAINING					
101 304 702.008	TRAINING	16.000	0.000	110.000	4.000
PROTECTION					
265 333 702.004	NON-UNIFORMED	160.000	8.000	1,360.000	53.000
COMPLAINTS					
265 333 702.006	INVESTIGATIONS	0.000	45.000	0.000	296.500
265 333 702.007	COURT	0.000	2.000	0.000	8.000
NON-PRODUCTIVE					
265 333 702.010	VACATION	0.000	0.000	112.000	0.000
265 333 702.011	HOLIDAY	8.000	0.000	64.000	8.000
265 333 702.012	PERSONAL	8.000	0.000	24.000	0.000
265 333 702.013	FUNERAL	0.000	0.000	8.000	0.000
	TOTAL ALL HOURS	1,736.500	160.000	15,733.750	1,002.500

SWARTZ CREEK POLICE DEPT

Total Function Count

Month Ending: 09/30/2010

Account	Description	MTD Functions	YTD Functions
101 301 001.000	TRAFFIC VIOLATIONS	0	1
101 301 002.000	PARKING VIOLATIONS	7	38
101 301 003.000	VERBAL WARNINGS	67	852
101 301 004.000	WRITTEN WARNINGS	11	245
101 301 005.000	FELONY ARRESTS	1	45
101 301 006.000	MISDEMEANOR ARRESTS	28	223
101 301 007.000	CALLS RECEIVED	230	2123
101 301 008.000	TRAFF INJ ACCIDENTS	2	18
101 301 009.000	PROP DAMAG ACCIDENTS	10	81
101 301 010.000	SERVICE REQUESTS	1	7
101 301 011.000	MEETINGS	2	8
101 301 012.000	CONFERENCES	0	0
101 301 013.000	INITIATED CALLS	472	6007
101 301 014.000	DESK ASSIGNMENTS	140	1403
101 301 015.000	BUSINESS CHECKS	1283	11483
101 301 016.000	VACATION CHECKS	73	3087
101 301 017.000	SUSP PERS CHECKED	20	409
TOTAL FUNCTIONS		2347	26030
101 302 002.000	PARKING VIOLATIONS	0	0
101 302 003.000	VERBAL WARNINGS	1	1
101 302 004.000	WRITTEN WARNINGS	0	0
101 302 005.000	FELONY ARRESTS	0	6
101 302 006.000	MISDEMEANOR ARRESTS	0	2
101 302 007.000	CALLS RECEIVED	13	76
101 302 010.000	SERVICE REQUESTS	0	0
101 302 011.000	MEETINGS	0	1
101 302 012.000	CONFERENCES	0	0
101 302 013.000	INITIATED CALL	0	13
101 302 014.000	DESK ASSIGNMENTS	0	0
101 302 015.000	BUSINESS CHECKS	8	61
101 302 016.000	VACATION CHECKS	0	0
101 302 017.000	SUSP PERS CHECKED	0	0
TOTAL FUNCTIONS		22	160
101 303 002.000	PARKING VIOLATIONS	0	0
101 303 003.000	VERBAL WARNINGS	0	2
101 303 004.000	WRITTEN WARNINGS	0	2
101 303 005.000	FELONY ARRESTS	1	1
101 303 006.000	MISDEMEANOR ARRESTS	2	17
101 303 007.000	CALLS RECEIVED	4	33
101 303 010.000	SERVICE REQUESTS	0	1
101 303 011.000	MEETINGS	24	165
101 303 012.000	CONFERENCES	0	0

SWARTZ CREEK POLICE DEPT

Total Function Count

Month Ending: 09/30/2010

Account	Description	MTD Functions	YTD Functions
101 301 001.000	TRAFFIC VIOLATIONS	0	1
101 301 002.000	PARKING VIOLATIONS	7	38
101 301 003.000	VERBAL WARNINGS	67	852
101 301 004.000	WRITTEN WARNINGS	11	245
101 301 005.000	FELONY ARRESTS	1	45
101 301 006.000	MISDEMEANOR ARRESTS	28	223
101 301 007.000	CALLS RECEIVED	230	2123
101 301 008.000	TRAFF INJ ACCIDENTS	2	18
101 301 009.000	PROP DAMAG ACCIDENTS	10	81
101 301 010.000	SERVICE REQUESTS	1	7
101 301 011.000	MEETINGS	2	8
101 301 012.000	CONFERENCES	0	0
101 301 013.000	INITIATED CALLS	472	6007
101 301 014.000	DESK ASSIGNMENTS	140	1403
101 301 015.000	BUSINESS CHECKS	1283	11483
101 301 016.000	VACATION CHECKS	73	3087
101 301 017.000	SUSP PERS CHECKED	20	409
TOTAL FUNCTIONS		2347	26030
101 302 002.000	PARKING VIOLATIONS	0	0
101 302 003.000	VERBAL WARNINGS	1	1
101 302 004.000	WRITTEN WARNINGS	0	0
101 302 005.000	FELONY ARRESTS	0	6
101 302 006.000	MISDEMEANOR ARRESTS	0	2
101 302 007.000	CALLS RECEIVED	13	76
101 302 010.000	SERVICE REQUESTS	0	0
101 302 011.000	MEETINGS	0	1
101 302 012.000	CONFERENCES	0	0
101 302 013.000	INITIATED CALL	0	13
101 302 014.000	DESK ASSIGNMENTS	0	0
101 302 015.000	BUSINESS CHECKS	8	61
101 302 016.000	VACATION CHECKS	0	0
101 302 017.000	SUSP PERS CHECKED	0	0
TOTAL FUNCTIONS		22	160
101 303 002.000	PARKING VIOLATIONS	0	0
101 303 003.000	VERBAL WARNINGS	0	2
101 303 004.000	WRITTEN WARNINGS	0	2
101 303 005.000	FELONY ARRESTS	1	1
101 303 006.000	MISDEMEANOR ARRESTS	2	17
101 303 007.000	CALLS RECEIVED	4	33
101 303 010.000	SERVICE REQUESTS	0	1
101 303 011.000	MEETINGS	24	165
101 303 012.000	CONFERENCES	0	0

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date
Traffic	All	09/01/2010	09/30/2010

Number	Name	Date	Location	Description	Officer	Fine
T-1168328		09/02/10	MILLER NEAR SEYMOUR	EXPIRED LICENSE		
T-1168329		09/02/10	MORRISH NEAR MILLER	DISREGARDED TRAFFIC SIGNAL/!		
T-1168330-A		09/02/10	MILLER NEAR HOLLAND	NO OPS, NO VALID OPS.		
T-1168330-B		09/02/10	MILLER NEAR HOLLAND	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1168331-A		09/02/10	MILLER NEAR HOLLAND	SUSP/REVOKED/NEVER APPL.		
T-1166831-B		09/02/10	MILLER NEAR HOLLAND	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1074486		09/05/10	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1168115-A		09/05/10	ELMS NEAR PARKRIDGE	EXCEEDED POSTED SPEED LIMIT		
T-1168115-B		09/05/10	ELMS NEAR PARKRIDGE	NO PROOF INSURANCE/POSSESE		
T-1168303		09/05/10	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1168304		09/05/10	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1168305-A		09/05/10	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1168305-B		09/05/10	I-69 NEAR MORRISH	EXPIRED PLATE		
T-1168114-A		09/05/10	HOLLAND AT MILLER	SUSP/REVOKED/NEVER APPL.		
T-1168114-B		09/05/10	HOLLAND AT MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1168306		09/06/10	MORRISH, 5152	OWI		
T-1168307-A		09/06/10	MORRISH NEAR APPLE CREEK	OWI		
T-1168307-B		09/06/10	MORRISH NEAR APPLE CREEK	SUSP/REVOKED/NEVER APPL.		
T-1168307-C		09/06/10	MORRISH NEAR APPLE CREEK	NO PROOF INSURANCE/POSSESE		
T-1168116		09/06/10	MILLER NEAR MAYA	EXCEEDED POSTED SPEED LIMIT		
T-1168117		09/06/10	MILLER NEAR FORD	NO PROOF INSURANCE/POSSESE		
T-1168118		09/07/10	MILLER NEAR FORD	EXCEEDED POSTED SPEED LIMIT		
T-1168119		09/07/10	OAKVIEW/WORCHESTER	SEAT BELT DRIVER/PASSENGER		
T-1168120		09/07/10	FAIRCHILD AT INGALLS	CARELESS DRIVING		
T-1168121-A		09/07/10	MILLER AT ELMS	UNABLE TO STOP IN ASSURED CI		
T-1168121-B		09/08/10	MILLER AT ELMS	NO PROOF INSURANCE/POSSESE		
T-1144287		09/09/10	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1168352-A		09/09/10	FAIRCHILD AT INGALLS	NO PROOF INSURANCE/POSSESE		
T-1168352-B		09/09/10	FAIRCHILD AT INGALLS	NO REGISTRATION IN POSSESSIC		
T-1074487		09/10/10	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1074488		09/10/10	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1074489		09/10/10	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1074490-A		09/11/10	I-69 EB NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1074490-B		09/11/10	I-69 EB NEAR MILLER	SUSP/REVOKED/NEVER APPL.		
T-1168353		09/11/10	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1074492-A		09/11/10	SEYMOUR NEAR OAKVIEW	NO REGISTRATION IN POSSESSIC		
T-1074491-A		09/11/10	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1168308		09/11/10	I-69 NEAR ELMS	EXCEEDED POSTED SPEED LIMIT		
T-1168309-A		09/12/10	MORRISH NEAR APPLE CREEK	OWI		
T-1168309-B		09/12/10	MORRISH NEAR APPLE CREEK	NO PROOF INSURANCE/POSSESE		
T-1168356		09/14/10	I-69 NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1168122		09/14/10	MORRISH NEAR APPLE CREEK	EXCEEDED POSTED SPEED LIMIT		
T-1168354		09/16/10	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1168355		09/17/10	I-69 NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1168294		09/17/10	MILLER AT FAIRCHILD	UNABLE TO STOP IN ASSURED CI		
T-1168123		09/21/10	MILLER NEAR SCHOOL	HEADLIGHTS		

Tickets so far: 46	Charges so far: 46	Fines Subtotal:	0.00
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Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date			
Traffic	All	09/01/2010	09/30/2010			

Number	Name	Date	Location	Description	Officer	Fine
T-1168295		09/21/10	INGALLS NEAR MORRISH	SEAT BELT DRIVER/PASSENGER		
T-1168332-A		09/23/10	I-69 NEAR MORRISH	SUSP/REVOKED/NEVER APPL.		
T-1168332-B		09/23/10	I-69 NEAR MORRISH	NO TAIL/BRAKE LIGHTS		
T-1168333		09/24/10	MILLER NEAR HOLLAND	SUSP/REVOKED/NEVER APPL.		
T-1168124-A		09/26/10	MILLER AT MORRISH	DISREGARDED TRAFFIC SIGNAL/		
T-1168124-B		09/26/10	MILLER AT MORRISH	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1168124-C		09/26/10	MILLER AT MORRISH	NO PROOF INSURANCE/POSSESE		
T-1168376		09/28/10	MORRISH NEAR CHURCH	NOISY MUFFLER AND/OR EXCESE		
T-1168310		09/28/10	MILLER AT ELMS	TINTED WINDOWS/NO WINDSHIEI		
T-1168357-A		09/29/10	MILLER NEAR MORRISH	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1168311-A		09/29/10	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESE		
T-1168311-B		09/29/10	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESE		
T-1168357-B		09/30/10	MILLER NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1168334-A		09/30/10	DYE NEAR MILLER	FAIL TO SIGN REGISTRATION/NO		
T-1168334-B		09/30/10	DYE NEAR MILLER	NO PROOF INSURANCE/POSSESE		
Tickets Total: 61		Charges Total: 61		Fines Total:		0.00

Uniform Crime Report

Report Criteria:

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

Class	Description	SEPT 2009	SEPT 2010	YR TO DATE
0100-0	SOVEREIGNTY	0	0	0
0200-0	MILITARY	0	0	0
0300-0	IMMIGRATION	0	0	0
0900-1	MURDER/NON-NEGLIGENT MANSLAUGHTER	0	0	0
0900-2	NEGLIGENT HOMICIDE/MANSLAUGHTER	0	0	1
0900-3	NEG. HOMICIDE - VEHICLE/BOAT/SNOWM.	0	0	0
0900-4	JUSTIFIABLE HOMICIDE	0	0	0
1000-1	KIDNAPPING/ABDUCTION	0	0	0
1000-2	PARENTAL KIDNAPPING	0	0	0
1100-1	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	0	1
1100-2	SEXUAL PENETR'N PENIS/VAGINA CSC3	0	0	0
1100-3	SEXUAL PENETRATION ORAL/ANAL CSC1	0	0	0
1100-4	SEXUAL PENETRATION ORAL/ANAL CSC3	0	0	0
1100-5	SEXUAL PENETRATION OBJECT CSC1	0	0	0
1100-6	SEXUAL PENETRATION OBJECT CSC3	0	0	0
1100-7	SEXUAL CONTACT FORCIBLE CSC2	0	1	1
1100-8	SEXUAL CONTACT FORCIBLE CSC4	0	0	0
1200-0	ROBBERY	0	0	0
1300-1	NONAGGRAVATED ASSAULT	3	6	42
1300-2	AGGRAVATED/FELONIOUS ASSAULT	0	1	2
1300-3	INTIMIDATION/STALKING	3	2	12
1400-0	ABORTION	0	0	0
2000-0	ARSON	0	0	1
2100-0	EXTORTION	0	0	1
2200-1	BURGLARY - FORCED ENTRY	3	0	27
2200-2	BURGLARY - ENTRY W/OUT FORCE(INTENT	0	2	6
2200-3	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	0	0
2200-4	POSSESSION OF BURGLARY TOOLS	0	0	0
2300-1	LARCENY - POCKETPICKING	0	0	0
2300-2	LARCENY - PURSE SNATCHING	0	0	0
2300-3	LARCENY - THEFT FROM BUILDING	2	0	20
2300-4	LARCENY - THEFT FROM COIN OPERATED	0	0	0
2300-5	LARCENY - THEFT FROM MOTOR VEHICLE	13	1	45
2300-6	LARCENY - THEFT OF M. VEHICLE PARTS	0	0	3
2300-7	LARCENY - OTHER	4	3	17
2400-1	MOTOR VEHICLE THEFT	1	3	9
2400-2	MOTOR VEHICLE AS STOLEN PROPERTY	0	0	0
2400-3	MOTOR VEHICLE FRAUD	0	0	0
2500-0	FORGERY/COUNTERFEITING	0	0	1
2600-1	FRAUD - FALSE PRETENSE/SWINDLE/CONF	1	0	7
2600-2	FRAUD - CREDIT CARD/ATM	2	1	5
2600-3	FRAUD - IMPERSONATION	1	0	6
2600-4	FRAUD - WELFARE	0	0	0
2600-5	FRAUD - WIRE	0	0	2
2600-6	FRAUD - BAD CHECKS	2	0	2
2700-0	EMBEZZLEMENT	0	0	2
2800-0	STOLEN PROPERTY	1	0	0

Uniform Crime Report

Report Criteria:

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

Class	Description	SEPT 2009	SEPT 2010	YR TO DATE
2900-0	DAMAGE TO PROPERTY	3	4	36
3000-1	RETAIL FRAUD - MISREPRESENTATION	0	1	1
3000-2	RETAIL FRAUD - THEFT	1	0	0
3000-3	RETAIL FRAUD - REFUND/EXCHANGE	0	0	0
3500-1	VIOLATION OF CONTROLLED SUBSTANCE	2	2	21
3500-2	NARCOTIC EQUIPMENT VIOLATIONS	0	0	0
3600-1	SEXUAL PENETR'N NONFORCIBLE BLOOD/A	0	0	0
3600-2	SEXUAL PENETR'N NONFORCIBLE OTHER	0	0	0
3600-3	PEEPING TOM	0	0	0
3600-4	SEX OFFENSE - OTHER	0	0	0
3700-0	OBSCENITY	0	0	0
3800-1	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	0	1
3800-2	FAMILY - NONSUPPORT	0	0	0
3800-3	FAMILY - OTHER	0	0	0
3900-1	GAMBLING - BETTING/WAGERING	0	0	0
3900-2	GAMBLING - OPERATING/PROMOTING/ASSI	0	0	0
3900-3	GAMBLING - EQUIPMENT VIOLATIONS	0	0	0
3900-4	GAMBLING - SPORTS TAMPERING	0	0	0
4000-1	COMMERCIALIZED SEX - PROSTITUTION	0	0	0
4000-2	COMMERCIALIZED SEX- ASSISTING/PROMO	0	0	0
4100-1	LIQUOR LICENSE - ESTABLISHMENT	0	0	0
4100-2	LIQUOR VIOLATIONS - OTHER	1	0	12
4200-0	DRUNKENNESS	0	0	0
4800-0	OBSTRUCTING POLICE	0	1	5
4900-0	ESCAPE/FLIGHT	0	0	0
5000-0	OBSTRUCTING JUSTICE	2	0	24
5100-0	BRIBERY	0	0	0
5200-1	WEAPONS OFFENSE - CONCEALED	0	0	2
5200-2	WEAPONS OFFENSE - EXPLOSIVES	0	0	0
5200-3	WEAPONS OFFENSE - OTHER	0	0	0
5300-1	DISORDERLY CONDUCT	1	0	1
5300-2	PUBLIC PEACE - OTHER	1	1	12
5400-1	HIT & RUN MOTOR VEHICLE ACCIDENT	2	4	18
5400-2	OUIL OR OUID	1	3	17
5400-3	DRIVING LAW VIOLATIONS	10	7	56
5500-0	HEALTH AND SAFETY	2	2	17
5600-0	CIVIL RIGHTS	0	0	0
5700-1	TRESPASS	0	0	1
5700-2	INVASION OF PRIVACY - OTHER	0	0	0
5800-0	SMUGGLING	0	0	0
5900-0	ELECTION LAWS	0	0	0
6000-0	ANTITRUST	0	0	0
6100-0	TAX/REVENUE	0	0	0
6200-0	CONSERVATION	0	0	2
6300-0	VAGRANCY	0	0	0
7000-0	JUVENILE RUNAWAY	0	0	0
7300-0	MISCELLANEOUS CRIMINAL OFFENSE	0	0	2

Uniform Crime Report

Report Criteria:

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

Class	Description	SEPT 2009	SEPT 2010	YR TO DATE
7500-0	SOLICITATION	0	0	0
7700-0	CONSPIRACY	0	0	0
8900-1	SERVICE OF COMMISSION PAPERS	0	0	0
8900-2	UNAUTHORIZED TRANSPORTATION	0	0	0
8900-3	VIOLATION OF RULES/REGISTRATION	0	0	0
8900-4	WARRANTS	0	0	0
8900-5	MOTOR CARRIER SAFETY RULES	0	0	0
8900-6	INSPECTIONS OF HOMES TO BE MOVED	0	0	0
8900-7	MIGRANT AGRICULTURE WORKERS TRANSPO	0	0	0
8900-9	ALL OTHER MOTOR CARRIER VIOLATIONS	0	0	0
9100-1	DELINQUENT MINOR	0	0	0
9100-2	RUNAWAYS	0	0	0
9200-1	DIVORCE AND SUPPORT	0	0	0
9200-2	INCAPACITATION	0	0	1
9200-3	WALK-AWAY - MENTAL INSTITUTIONS ETC	0	0	0
9200-4	ORDER FOR PICKUP AND EXAMINATION	0	0	0
9200-5	CIVIL INFRACTION - ALCOHOL POSSES.	0	0	0
9300-1	PROPERTY DAMAGE ACCIDENT/PI	6	7	77
9300-2	NON-TRAFFIC PDA	8	5	24
9300-3	TRAFFIC VIOLATIONS/CIVIL INFRACTION	0	0	0
9300-4	TOWED VEHICLE	0	0	11
9300-5	TRAFFIC HAZARD/ABANDONED VEHICLE	0	0	0
9300-6	TRAFFIC POLICING	0	0	0
9400-1	FALSE ALARM ACTIVATION	0	0	0
9400-2	VALID ALARM ACTIVATION	0	0	0
9400-3	REST AREA/ROADSIDE PARK VIOLATIONS	0	0	0
9500-1	ACCIDENTAL FIRE	0	0	0
9500-2	ACCIDENTAL EXPLOSION	0	0	0
9500-4	OPEN BURNING	0	0	0
9500-6	FIRE-HAZARDOUS CONDITIONS	0	0	0
9700-0	ACCIDENTAL SHOOTING	0	0	0
9700-5	ACCIDENTAL DEATH-WATER	0	0	0
9700-6	ACCIDENT - ALL OTHER	0	0	0
9800-2	RECOVERED PROPERTY	0	0	0
9800-3	PROPERTY INSPECTION	0	0	0
9800-4	OTHER INSPECTIONS/WEAPONS	7	5	54
9800-5	ALARMS	0	0	0
9800-6	CIVIL	1	0	12
9800-7	SUSPICIOUS SITUATION	0	4	21
9800-8	LOST AND FOUND PROPERTY	1	3	19
9800-9	OVERDOSE	0	0	1
9900-1	SUICIDE	0	1	6
9900-2	DOA - NATURAL	0	1	2
9900-3	MISSING PERSON	0	1	4
9900-7	SAFEKEEPING	0	0	0
9900-8	DEPARTMENTAL ASSIST	0	1	11
9900-9	GENERAL - NON CRIMINAL	4	4	58

Uniform Crime Report

Report Criteria:

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

Class	Description	SEPT 2009	SEPT 2010	YR TO DATE
Totals:		89	77	742

Public Works
Monthly Work Orders
10/05/10

Work Order	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
BXRP10-0026	JI10-009224-0000-02	GANE, WALTER 9224 JILL MARIE LN	09/07/10	CURB BOX REPAIR
BXRP10-0027	MI10-008083-0000-01	LANCASTER-MAY, TERRY 8083 MILLER RD	09/14/10	CURB BOX REPAIR
BXRP10-0028 COMPLETED	AU10-006292-0000-01	TRUNDLE, GEORGE 6292 AUGUSTA ST	09/16/10 09/15/10	CURB BOX REPAIR
CKME10-0142 COMPLETED	SP10-004393-0000-01	ARNOULD, ROBERT 4393 SPRINGBROOK DR	09/01/10 09/01/10	CHECK METER
FLAG10-0032 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/11/10 09/12/10	LOWER/RAISE FLAG
FLAG10-0033 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/24/10 09/25/10	LOWER/RAISE FLAG
FLAG10-0034 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/28/10 09/29/10	LOWER/RAISE FLAG
FNRD10-0233 COMPLETED	HI20-004162-0000-02	SILPOCH, BRIAN 4162 HICKORY LN	09/03/10 09/03/10	FINAL READ
FNRD10-0234 COMPLETED	SP10-004264-0000-01	GREGORY, MICHAEL 4264 SPRINGBROOK DR	09/10/10 09/10/10	FINAL READ
FNRD10-0236 COMPLETED	MA30-007557-0000-01	WRIGHT, DAVID 7557 MASON ST	09/14/10 09/14/10	FINAL READ
FNRD10-0237 COMPLETED	JI10-009219-0000-01	MILLER, WILSON 9219 JILL MARIE LN	09/30/10 09/30/10	FINAL READ
FNRD10-0238 COMPLETED	CH20-008512-0000-04	BELL, MICHELLE 8512 CHESTERFIELD DR	09/24/10 09/27/10	FINAL READ
FNRD10-0239 COMPLETED	AS10-000067-0000-02	HAWKS, DENISE 67 ASHLEY CIR	09/30/10 10/04/10	FINAL READ
FNRD10-364 COMPLETED	GR10-005289-0000-01	SEYMOUR, JOSEPH H. 5289 GREENLEAF DR	09/10/10 09/10/10	FINAL READ
GWO10-0165 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/22/10 09/22/10	GENERIC WORK ORDE
MNT10-0064 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	09/09/10 09/13/10	BUILDING MAINTENA
MNT10-0065 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/13/10 09/13/10	BUILDING MAINTENA
MNT10-0066 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	09/15/10 09/15/10	BUILDING MAINTENA
MNT10-0067 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	09/23/10 09/30/10	BUILDING MAINTENA
MNT10-0068 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	09/27/10 09/27/10	BUILDING MAINTENA

Work Order	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
READ10-0146 COMPLETED	NO10-009138-0000-01	VICKREY, WILLIAM 9138 NORBURY DR	09/13/10 09/13/10	READ METER
SIGN10-0002 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/16/10 09/16/10	CHECK TRAFFIC SIG
STRT10-0008 COMPLETED	YA10-007035-0000-01	HAIST, ROLAND J 7035 YARMY DR	09/28/10 09/29/10	STREET REPAIR
TRDN10-0019 COMPLETED	DU10-005312-0000-01	ROOT, DEVERE 5312 DURWOOD DR	09/23/10 09/23/10	TREE-TAKE DOWN
TRIM10-0007 COMPLETED	DU10-005360-0000-01	KARSTENS, GERALD 5360 DURWOOD DR	09/13/10 09/14/10	TREE-TRIM
WOFF10-0357 COMPLETED	MI10-007165-0000-01	BARTLEY, REBECCA 7165 MILLER RD	09/01/10 09/02/10	WATER TURN OFF
WOFF10-0358 COMPLETED	SE20-005371-0000-02	BANTA, LAYNETT 5371 SEYMOUR RD	09/01/10 09/02/10	WATER TURN OFF
WOFF10-0359 COMPLETED	EL10-003493-0000-02	SPALDING, MICHELLE 3493 ELMS RD	09/01/10 09/02/10	WATER TURN OFF
WOFF10-0360 CANCELLED	MI10-008002-0000-02	BUSH, LARRY 8002 MILLER RD	09/01/10 09/03/10	WATER TURN OFF
WOFF10-0361 COMPLETED	CH30-007550-0000-04	CRUPPENINK, CHAD 7550 CHURCH ST	09/03/10 09/07/10	WATER TURN OFF
WOFF10-0362 COMPLETED	CE10-009263-0000-03	MEDORE, SHAYNE 9263 CEDAR CREEK CT	09/03/10 09/07/10	WATER TURN OFF
WOFF10-0363 COMPLETED	CE10-009295-0000-02	GEMBARSKI, JOHN 9295 CEDAR CREEK CT	09/03/10 09/07/10	WATER TURN OFF
WOFF10-0365 COMPLETED	CH20-008494-0000-03	WRIGHT, BILLY 8494 CHESTERFIELD DR	09/07/10 09/07/10	WATER TURN OFF
WOFF10-0366 COMPLETED	MI10-008083-0000-01	LANCASTER-MAY, TERRY 8083 MILLER RD	09/13/10 09/13/10	WATER TURN OFF
WOFF10-0369 COMPLETED	EL10-003493-0000-02	SPALDING, MICHELLE 3493 ELMS RD	09/20/10 09/20/10	WATER TURN OFF
WOFF10-0371 COMPLETED	SE20-005371-0000-02	BANTA, LAYNETT 5371 SEYMOUR RD	09/20/10 09/20/10	WATER TURN OFF
WOFF10-0372 COMPLETED	FO20-008059-SPRI-00	VETERAN'S MEMORIAL 8059 PAUL FORTINO DR	09/30/10 09/30/10	WATER TURN OFF
WREP10-0016 COMPLETED	GR10-005401-0000-02	LEGGAT, MATTHEW 5401 GREENLEAF DR	09/28/10 09/28/10	WATER REPAIRS
WTON10-0289 COMPLETED	MI10-007165-0000-01	BARTLEY, REBECCA 7165 MILLER RD	09/02/10 09/02/10	WATER TURN ON
WTON10-0291 COMPLETED	EL10-003493-0000-02	SPALDING, MICHELLE 3493 ELMS RD	09/03/10 09/03/10	WATER TURN ON
WTON10-0292 COMPLETED	CH20-008494-0000-03	WRIGHT, BILLY 8494 CHESTERFIELD DR	09/07/10 09/07/10	WATER TURN ON
WTON10-0293 COMPLETED	CE10-009263-0000-03	MEDORE, SHAYNE	09/07/10	WATER TURN ON

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
		9263 CEDAR CREEK CT	09/07/10	
WTON10-0294 COMPLETED	CH30-007550-0000-04	CRUPPENINK, CHAD 7550 CHURCH ST	09/08/10 09/08/10	WATER TURN ON
WTON10-0295 COMPLETED	EL10-003493-0000-02	SPALDING, MICHELLE 3493 ELMS RD	09/20/10 09/20/10	WATER TURN ON
WTON10-0296 COMPLETED	SE20-005371-0000-02	BANTA, LAYNETT 5371 SEYMOUR RD	09/23/10 09/23/10	WATER TURN ON
WTON10-0297 COMPLETED	CA10-008448-0000-01	FHLMC 8448 CAPPY LN	09/29/10 09/30/10	WATER TURN ON

Total Records: 46

DPS ACTIVITY - SEPTEMBER 2010

	REG	HOL	VAC	ABSENT	OT	DT
101 GENERAL FUND						
262.0 ELECTIONS						
781.0 AMPHI-PARK						
782.0 WINSHALL PARK						
783.0 ELMS PARK	44.00	0.77	10.81	0.10		
784.0 BICENT. PARK						
790.0 LIBRARY/SENIOR	31.50	1.58	5.18	0.05		
792.0 P S BLDG	7.50	0.36	1.15	0.02		
793.0 CITY HALL	3.63	0.33	0.61	0.01		
794.0 COMM PROMO	3.00	0.11	0.24	0.01		
796.0 CEMETERY						
202 MAJOR STREET FUND						
429.0 SAFETY						
441.0 PARK & RIDE SNOW						
463.0 STREET MAIN	23.00	1.32	2.45	0.04		
474.0 TRAFFIC						
478.0 SNOW & ICE						
482.0 ADMIN	3.70	0.22	0.26	0.22		
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	39.00	4.62	7.06	0.01		
474.0 TRAFFIC						
478.0 SNOW & ICE						
482.0 ADMIN	3.70	0.22	0.26	0.22		
226 GARBAGE FUND						
441.0 PARK & RIDE GARBAGE						
528.0 COLLECT	14.50	1.30	2.69	0.01		
530.0 WOODCHIPPING	75.72	4.20	16.21	0.50		
782.0 WINSHALL PARK GARBAGE	26.00	1.67	4.51	0.05	4.00	5.00
783.0 ELMS PARK GARBAGE	28.00	1.78	5.57	0.05	4.00	5.00
793.0 CITY HALL	3.63	0.33	0.61	0.01		
590 WATER						
540.0 WATER SYSTEM	75.19	4.76	6.04	3.58		
540.0 WATER-ON CALL	3.00		1.78			
542.0 READ & BILL	31.00	1.69	5.12			
793.0 CITY HALL	3.62	0.33	0.61	0.01		
591 SEWER						
536.0 SEWER SYSTEM	69.19	4.19	5.68	3.59		
536.0 SEWER-ON CALL	3.00		1.78			
537.0 LIFT STATION	9.50	0.42	2.04	0.01		
542.0 READ & BILL						
793.0 CITY HALL	3.62	0.33	0.61	0.01		
661 MOTOR POOL FUND						
795.0 CITY GARAGE	15.50	1.47	3.73		2.00	
	520.50	32.00	85.00	8.50	10.00	10.00
HOLIDAY						
VACATION						
ABSENT						
DAILY HOURS TOTAL	520.50	32.00	85.00	8.50	10.00	10.00

September 2010	MILES DRIVEN	GALLONS GAS PURCHASED	GALLONS DIESEL PURCHASED
#1 P/U 4WD			
#3 P/U 4WD	496	41	
07-03 P/U 4WD	131	32	
09-03 P/U 4WD	286		31
#2 P/U 2WD	479	78	
#6-00 BACKHOE			
#9 DUMP			
#10 DUMP			
#11 DUMP	147	25	
#12-02 DUMP			
#12-04 DUMP	32		
#12-99 GENERATOR			
#9-02 BRUSH HOG			
#17 CASE BACKHOE			
#19 JD TRACTOR			
#06-99 BUCKET TRUCK	8	11	
#21 WOOD CHIPPER			20
#807 STREET SWEEPER	21		
#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	475	27	
TOTAL	2075	214	51

10/05/2010

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 09/01/2010 - 09/30/2010

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
09/02/2010	33927	AICPA	STATE & LOCAL GOVT 2010 CHECKLIST PBLCTN	60.83
09/02/2010	33928	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV. MATS, SUPPLIES	73.87 26.94
				100.81
09/02/2010	33929	BRADYS BUSINESS SYSTEMS	8/27-77/27/10 COPY MACHINE MAINTENANCE	207.75
09/02/2010	33930	COMCAST BUSINESS	9/1-9/30/10 PUBLIC SAFETY BLDG	139.85
09/02/2010	33931	D'S DUST CONTROL	APPLY CALCIUM CHLORIDE TO ELMS PARK	428.00
09/02/2010	33932	DOT FIRST AID AND SAFETY	REPLENISH FIRST AID/CITY HALL REPLENISH FIRST AID/DPW	76.93 61.97
				138.90
09/02/2010	33933	GCGC	FALL MEETING 9/16/10 KORTH	12.00
09/02/2010	33934	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND COMPL	375.00
09/02/2010	33935	LL & S SERVICES	LANDSCAPE AT CITY HALL/PUBLIC SAFETY BLD	275.00
09/02/2010	33936	MICHIGAN PIPE AND VALVE	METER SUPPLIES	77.94
09/02/2010	33937	MIKES SERVICES	MOW & TRIM 8/1/10 CITY PROPERTIES MOW & TRIM 8/3/10 CITY PROPERTIES MOW & TRIM 8/15/10 CITY PROPERTIES MOW & TRIM 8/16/10 CITY PROPERTIES MOW & TRIM 8/17/10 CITY PROPERTIES	135.00 755.00 185.00 260.00 460.00
				1,795.00
09/02/2010	33938	MITCHELL TREE REMOVAL	TREE REMOVAL/TRIM	1,850.00
09/02/2010	33939	RIO SUPPLY MICHIGAN METER INC	METER REGISTERS (3) METERS/METER SUPPLIES	224.29 1,103.25
				1,327.54

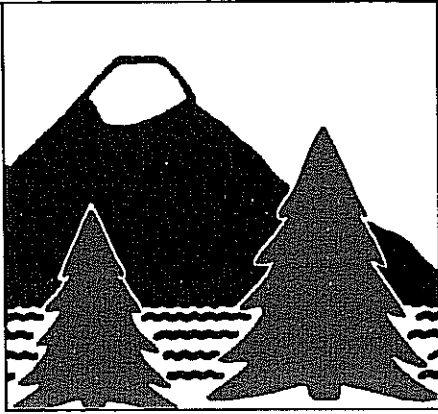
09/02/2010	33940	ROWE PROFESSIONAL SERVICES CO	CONSTRUCTION ENGINEERING ON MORRISH RD N	44,180.25
			CONSTRUCTION ENGINEERING ON MORRISH RD N	26,244.75
			CONSTRUCTION ENGINEERING ON MORRISH RD N	34,622.25
				105,047.25
09/02/2010	33941	ROWE PROFESSIONAL SERVICES CO	CONSTRUCTION ENGINEERING FOR JENNIE LANE	3,624.50
09/02/2010	33942	ROWE PROFESSIONAL SERVICES CO	CONSTRUCTION ENGINEERING FOR JENNIE LANE	3,375.50
09/02/2010	33943	RWS OF MID MICHIGAN	GARBAGE/RECYCLING/YARD WASTE FY11	19,695.68
09/02/2010	33944	SUBURBAN AUTO SUPPLY	CARB CLEANER	3.79
			STARTING FLUID	5.98
			BRAKE CLEAN (2)	5.98
			TRAILER CONNECT	4.99
				20.74
09/02/2010	33945	VALLEY PETROLEUM	AUG 10 FUEL USAGE - POLICE	1,647.17
09/02/2010	33946	VALLEY PETROLEUM	AUG 10 FUEL USAGE - DPW	513.40
09/09/2010	33947	ARROW UNIFORM RENTAL	MATS, SUPPLIES	26.94
			UNIFORMS, MATS, SUPPLIES, ENV.	73.32
				100.26
09/09/2010	33948	CONSUMERS ENERGY	8/1-8/31/10 4524 MORRISH RD	45.96
09/09/2010	33949	CONSUMERS ENERGY	8/4-8/31/10 E 5257 WINSHALL DR	19.66
09/09/2010	33950	CONSUMERS ENERGY	7/31-9/1/10 A 5121 MORRISH RD	242.55
09/09/2010	33951	CONSUMERS ENERGY	8/4-8/31/10 E 5361 WINSHALL DR	19.66
09/09/2010	33952	CONSUMERS ENERGY	8/4-8/31/10 E WINSHALL RESTROOMS	31.98
09/09/2010	33953	CONSUMERS ENERGY	7/31-9/1/10 A 8011 MILLER RD	19.66
09/09/2010	33954	CONSUMERS ENERGY	7/31-9/1/10 A 8059 FORTINO DR	59.03
09/09/2010	33955	CONSUMERS ENERGY	7/31-9/1/10 A 8083 CIVIC DR	989.64
09/09/2010	33956	CONSUMERS ENERGY	7/31-9/1/10 A 8095 CIVIC DR	1,072.71
09/09/2010	33957	CONSUMERS ENERGY	7/31-9/1/10 A 8100 CIVIC DR	1,023.41
09/09/2010	33958	CONSUMERS ENERGY	8/3-9/1/10 A 8301 CAPPY LN	207.13
09/09/2010	33959	CONSUMERS ENERGY	7/31-9/1/10 A 8499 MILLER RD	18.46
09/09/2010	33960	CONSUMERS ENERGY	8/1-8/31/10 ELMS PARKING LOT	31.23
09/09/2010	33961	CONSUMERS ENERGY	8/1-8/31/10 STREET LIGHTS	10,688.34
09/09/2010	33962	CONSUMERS ENERGY	8/1-8/31/10 TRAFFIC LIGHTS	423.31
09/09/2010	33963	CONSUMERS ENERGY	8/1-8/31/10 SIRENS	26.01

09/09/2010	33964	CONSUMERS ENERGY	8/3-9/1/10 ADJ 9099 MILLER RD	19.66
09/09/2010	33965	DONALD KORTH	POLICE & AUDITORS	150.00
09/09/2010	33966	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
09/09/2010	33967	GILL ROYS HARDWARE	ELECTRICAL TAPE/3 INCH NUMBER	4.59
			FLAT WASHER	0.59
			HAND SOAP/HOSE MENDER	13.57
			SINGLE CUT KEY/LIBRARY	1.79
			MASKING TAPE/CAULK/PAINT BRSH/ROLLER CVR	25.55
			6 1/2 X 3/8 CRANE COVER	9.39
			WHITE SPRAY PAINT	5.49
			VELCRO TAPE FOR MOTORCYCLE	10.28
			PAINT REMOVER/PAINT BRUSH	11.18
			BRASS KICKPLATES (4)/LIBRARY	103.52
			LIGHT PANEL/LIBRARY	28.44
			VOLTAGE TESTER/AAA BATTERIES	20.17
			HOSES (3)/NOZZLE	123.63
			PINE-SOL/SOAP	6.26
			SCREWDRIVER/STORAGE BOX	8.17
			UPS SHIPPING/CHIPPER	9.99
			RETURN HOSES (2)	(79.76)
			LOOP CHAIN	23.00
			AUGUST 2010 DISCOUNT	(25.74)
			HOSE FAUCET/MANFLD/HOSE(5)/SFTY HOOK/SRW	143.39
				443.50
09/09/2010	33968	MCLAREN MEDICAL MANAGEMENT INC	MEDICAL PHYSICAL/D. JEWELL	129.00
09/09/2010	33969	MMTA	MMTA 2010 DUES J. AGUILAR	50.00
09/09/2010	33970	SCHAEFER'S OFFICE SOURCE	55 GALLON GARBAGE LINERS	98.68
			OFFICE SUPPLIES	82.48
				181.16
09/09/2010	33971	VERMEER OF MICHIGAN	BLADE SHARPENING	43.97
09/16/2010	33972	AMERICAN MESSAGING	SEPT 10 810-833-2563/810-833-1159	19.57
09/16/2010	33973	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	73.32
			MATS, SUPPLIES	26.94
				100.26

09/16/2010	33974	CHASE HOME FINANCE	SU 10 TAX OVRPMT 4197 SILVER MAPLE LN	4,235.38
09/16/2010	33975	CHASE HOME FINANCE	SU 10 TAX OVRPMT 5354 DON SHENK	1,043.63
09/16/2010	33976	CHASE HOME FINANCE	TAX OVRPMT SU 10 9160 LUEA LN	959.90
09/16/2010	33977	CHASE HOME FINANCE	SU 10 TAX OVRPMT 7335 MILLER	118.80
09/16/2010	33978	CISLO TITLE CO	UB REFUND: 0007858900 4162 HICKORY	91.76
09/16/2010	33979	CONSUMERS ENERGY	8/4-9/3/10 A 6425 MILLER PARK AND RIDE	58.32
09/16/2010	33980	CONSUMERS ENERGY	8/4-9/3/10 A 4125 ELMS RD PAVILION	27.92
09/16/2010	33981	CONSUMERS ENERGY	8/4-9/3/10 E 4125 ELMS RD	44.13
09/16/2010	33982	JBI CONCRETE LIFTING	RAISE CURBS/LOCAL STREETS	1,250.00
09/16/2010	33983	LANG CONSTRUCTION INC	STORM DRAIN AND STREET REPAIRS	19,778.00
09/16/2010	33984	LEXISNEXIS RISK SOLUTIONS INC.	CLINIC COLLECTION/MILEAGE	4.11
09/16/2010	33985	MCLAREN MEDICAL MANAGEMENT INC	SPRAIN/STRAIN SHOULDER RACOSTA	148.00
			DERMATITIS, CHEMCL/SKIN CONTACT SANDFORD	243.00
				391.00
09/16/2010	33986	MITCHELL TREE REMOVAL	TREE TRIMMING ON MILLER RD (18)	2,250.00
09/16/2010	33987	MORTGAGE SERVICE CENTER	SU 10 TAX OVRPMT 4196 BIRCH LN	2,659.26
09/16/2010	33988	NEXTEL COMMUNICATIONS	AUG 10 8/7-9/6/10 MONTHLY BILL	471.37
09/16/2010	33989	RWS OF MID MICHIGAN	STREET SWEEPINGS	250.00
09/16/2010	33990	SWARTZ CREEK AREA FIRE DEPT.	AUG 10 MONTHLY RUNS	2,937.11
09/16/2010	33991	UNUM LIFE INSURANCE	OCT 10 LIFE INS SHANNON/SNELL	12.05
09/23/2010	33992	ALLIE BROTHERS INC	2 SS UNIFORM SHIRTS	85.07
09/23/2010	33993	ARROW UNIFORM RENTAL	MATS, SUPPLIES	26.94
			UNIFORMS, MATS, SUPPLIES, ENV.	86.01
				112.95
09/23/2010	33994	BLUE CARE NETWORK-EAST MI	OCT 10 RETIREE MED INS KELLY	442.36
			OCT 10 RETIREE MED INS PETRUCHA	1,017.42
			OCT 10 RETIREE MED INS TYLER	442.36
			OCT 10 RETIREE MED INS PIROCHTA	1,017.42
				2,919.56
09/23/2010	33995	C & H CONSTRUCTION CO INC	SANITARY SEWER MANHOLE ADJ CAPPY LANE	1,707.50
09/23/2010	33996	CAPITAL TIRE	(4) NEW TIRES P225/60R18 EAG RSA 99V	473.08

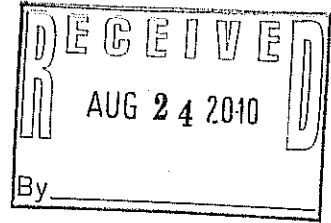
			(2) NEW TIRES P225/60R18 EAG RSA 99V	236.54
				709.62
09/23/2010	33997	COMCAST BUSINESS	9/26-10/25/10 CITY HALL	268.80
09/23/2010	33998	CREEK AUTO SERVICES LLC	REPLACE POWER STEERING PUMP 05-168	295.55
			NEW TIRES, BELT TENSIONER, PULLEY 09-401	313.39
			2 FRONT TIRES M & B 07-375	32.00
			MONTHLY MAINT. 09-401	28.95
				669.89
09/23/2010	33999	DELTA DENTAL PLAN	OCT 10 DENTAL - RETIREES (4)	249.50
09/23/2010	34000	DELTA VISION	OCT 10 VISION - RETIREES (4)	21.30
09/23/2010	34001	DORNBOS SIGN & SAFETY INC	NO STOPPING STANDING PARKING SIGNS (14)	265.59
			NO PARKING (12)/BUSES ONLY (6) SIGNS	217.70
				483.29
09/23/2010	34002	ELITE BUSINESS PRODUCTS	TONER/ENVELOPES/ STICKY NOTE PADS	117.31
09/23/2010	34003	FLINT JOURNAL	FARMERS MARKET AD	72.00
			FARMERS MARKET AD	72.00
			FARMERS MARKET AD	67.32
			ART IN THE PARK AD/FARMER MARKET	88.20
				299.52
09/23/2010	34004	FRONTIER	9/13-10/12/10 635-4495	40.69
09/23/2010	34005	GEN CTY ROAD COMMISSION	AUG 10 S-MTCE & OPERATIONS	163.94
			SIGNAL MILLER @ FAIRCHILD	148.49
				312.43
09/23/2010	34006	GENESEE CTY DRAIN COMMISSIONER	NPDES PHASE II IMPL FEES 7/1-9/30/10	862.72
09/23/2010	34007	GENESEE CTY DRAIN COMMISSIONER	AUGUST 2010 COMM/READY TO SERVE	99,649.87
09/23/2010	34008	MI ASSOC OF CHIEFS OF POLICE	MACP CHIEFS DUES MBRSHIP 11/1/10-10/31/11	100.00
09/23/2010	34009	NATIONAL PATENT ANALYTICAL SYS	DATA MASTER MAINT AGRMNT 10/1/10-9/30/11	898.48
09/23/2010	34010	RWS OF MID MICHIGAN	GARBAGE PICKUP/HOMETOWN DAYS	418.88

09/23/2010	34011	SCHAEFER'S OFFICE SOURCE	RETURN RUBBERBANDS	(4.79)
			CASSETTE TAPES (10)	14.90
			FAX MACHINE/TONER (2)	543.97
				554.08
09/23/2010	34012	SIMEN FIGURA & PARKER PLC	AUG 10 GENERAL/TRAFFIC/ORDIN	3,096.75
09/23/2010	34013	SIRCHIE FINGERPRINT LABS INC.	FINGER PRINTING SUPPLIES	68.27
09/23/2010	34014	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	128.00
09/23/2010	34015	SUBURBAN AUTO SUPPLY	12V BATTERY	70.95
09/23/2010	34016	VILLAGE CLEANERS	UNIFORM CLEANING AUGUST 2010	131.75
09/23/2010	34017	WELLS-FARGO	UB REFUND 5028 SECOND	49.13
09/30/2010	34018	68TH DISTRICT COURT	BOND FOR MANNY LAMONT MCPHERSON	353.00
09/30/2010	34019	ARROW UNIFORM RENTAL	MATS, SUPPLIES	26.94
			UNIFORMS, MATS, SUPPLIES, ENV.	73.87
				100.81
09/30/2010	34020	BASIC	COPAY/OFFICE VISIT ESKEW	24.00
09/30/2010	34021	DONALD KORTH	UPGRADE SERVER	185.36
09/30/2010	34022	FLINT TOWNSHIP	SEWER TRANS MAINT CHRG 42 UNITS	31.50
09/30/2010	34023	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND COMPL	375.00
09/30/2010	34024	LANDMARK APPRAISAL CO	ASSESSOR SERVICES NOV 1, 2009-OCT 31, 20	2,233.33
09/30/2010	34025	MICHIGAN PIPE AND VALVE	METER SUPPLIES	650.20
09/30/2010	34026	MITCHELL TREE REMOVAL	TREE TRIMMING (18)	2,250.00
09/30/2010	34027	SUBURBAN AUTO SUPPLY	2 CYCLE OIL	5.79
09/30/2010	34028	VALLEY PETROLEUM	DIESEL FUEL FOR LIFT STATION	128.20
GEN TOTAL of 102 Non-Void Checks:				313,820.22



YOUNG'S
ENVIRONMENTAL
CLEANUP, INC.

August 18, 2010



Attn: Mr. Tom Svrcek
Public Service Director
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473-1498

RE: Sanitary Sewer Manhole
Rehabilitation at locations on Miller
Rd. and Bristol Rd. in the City of
Swartz Creek, MI

Mr. Svrcek

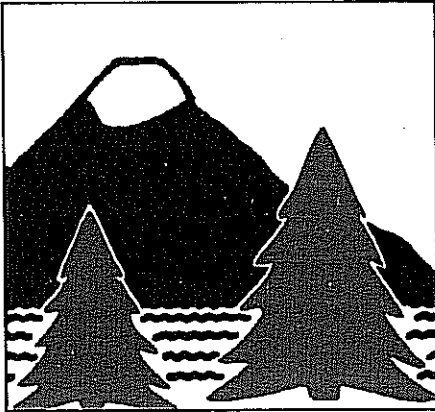
Young's Environmental Cleanup, Inc. is pleased to have provided sanitary sewer rehabilitation manhole services for the City of Swartz Creek's first phase project, and will extend our pricing and services for phase two of your manhole rehab per (proposal # 64810) at said locations. Invoicing to be in accordance with actual quantities, and worked performed.

If you have any questions or would like additional information, please call me @ (810) 789-7155

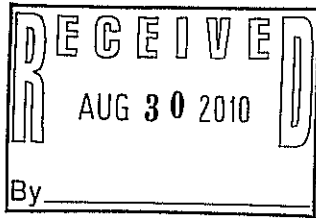
Thank You,

Charlie

Charlie Abbey
Trenchless Business Development



YOUNG'S
ENVIRONMENTAL
CLEANUP, INC.



June 10, 2010

Attn: Mr. Tom Svrcek
Public Service Director
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473-1498

RE: Sanitary Sewer manhole
rehabilitation at locations on Miller
Rd. and Bristol Rd. in the City of
Swartz Creek, MI

Proposal #64810

Mr. Svrcek,

Young's Environmental Cleanup, Inc. is pleased to provide pricing for sanitary sewer rehabilitation services at the above mentioned locations.

Young's Environmental Cleanup Inc. (YECI) will labor and equipment and materials necessary to rehabilitate approximately nineteen (19) existing sanitary manhole chimneys. Manholes were staked by the City of Swartz Creek from #1 to #19 for reference purposes. Existing chimneys heights range from nine inch to as much as thirty inch. Pricing is provided to install LMK® CIPMH Chimney liners at all 19 locations. Liners to be installed are priced for 22" diameter chimneys. Pricing is also provided to provide and place new 1040ZPT sanitary sewer frames and covers. Currently 2 of the 19 locations have existing frames and covers that will not require replacement. Some of the chimneys may have to be reconstructed prior to lining. Pricing is provided for the reconstruction. Pricing for reconstruction includes site restoration in work area.

LMK Chimney Liners	19 chimney liners @ \$845.00/each	\$16,055.00
1040ZPT frames and covers	17 frames and covers @ \$435.00/each	\$ 7,395.00
Chimney reconstruction	Estimated 6 @ \$500.00/each	\$ 3,000.00
TOTAL ESTIMATED COST		\$26,450.00

Invoicing to be in accordance with actual quantities.

Mr. Tom Svrcek
City of Swartz Creek
Page 2 of 3
Proposal #64810

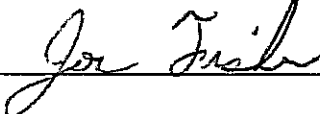
PAYMENT AND CONDITIONS

By signing below you, the client, hereby acknowledge receipt of the attached Standard Conditions, which are hereby made an integral part of this Proposal/Agreement. Young's Environmental Cleanup, Inc. will conduct the work in accordance with the attached Standard Conditions. All work will be conducted under the direction of City of Swartz Creek personnel. Payment in full is required within 30 days of invoice date.

ACCEPTANCE

By your signature, you are entering into a contract with Young's Environmental Cleanup, Inc. which is subject to the attached Standard Conditions. Please sign below and return one (1) copy to our office indicating your acceptance. In addition, please contact me at (810) 789-7155 if you have any further questions or require additional information.

BY: YOUNG'S ENVIRONMENTAL CLEANUP, INC.



ACCEPTED BY: CITY OF SWARTZ CREEK

*Please provide the correct contact person and mailing address
for receipt of all invoicing and payment processing*

Company Name: _____

Billing Contact Name: _____

Billing Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

Purchase Order #: _____

(If Applicable)

Sanitary Manhole Rehabilitations

PHASE TWO

Ditch Line Locations:

SE Corner of Miller & Elms

6203 Miller

In front of Restaurant

East of Restaurant

6144 Miller

6176 Miller

6206 Miller

Across from Cornerstone Church near 55 sign

6300 Miller

6509 Bristol

6483 Bristol

6457 Bristol

6419 Bristol

6383 Bristol

6363 Bristol

6299 Bristol

6269 Bristol

6257 Bristol

6231 Bristol

→ 6211 Bristol-----	-----	Will look at
→ 6179 Bristol-----	-----	but may not require work.

19 Locations of Chimney Liners

17 Locations of Re-Do Frames/Covers

6 of these will need chimney reconstruction

Total of Project: \$26,450.00



www.roweincorp.com

ROWE INCORPORATED
THE ROWE BUILDING
540 S. SAGINAW ST., STE 200
POST OFFICE BOX 3748
FLINT, MICHIGAN 48502

phone (810) 341-7500
fax (810) 341-7573

January 7, 2009

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

RE: Sanitary Sewer Manhole Rehabilitation

ENGINEERING

Dear Mr. Bueche:

**LAND
SURVEYING**

Enclosed please find a copy of the bid tabulation for the above referenced project. Construction will involve the rehabilitation of twenty-two sanitary sewer manholes in Winchester Woods (see attached map). All bids opened and read at the bid opening on December 12, 2008, have been reviewed and audited. Young's Environmental Cleanup was the low bidder with a bid amount of \$16,729.00.

**AERIAL
SURVEYING**

PLANNING

**LANDSCAPE
ARCHITECTURE**

Young's Environmental has worked on projects with Rowe Incorporated in the past and has satisfactorily completed these projects. It is our recommendation to the City of Swartz Creek to award the sanitary sewer manhole rehabilitation project to Young's Environmental.

**LAND
DEVELOPMENT
SERVICES**

If you have any questions, or need additional information regarding this matter, please feel free to contact me.

Sincerely,
ROWE INCORPORATED

OFFICES:
FLINT
LAPEER
MT. PLEASANT

SUBSIDIARIES:
AIR-LAND SURVEYS
FLINT, MI

Louis P. Fleury, P.E.
Project Manager

Enclosures

MYERS LAND SURVEY CO.
GRAYLING, MI

R:\sds\Proj\08c0205\Doc\recommendation ltr.doc

Rowe Incorporated
 TABULATION OF Bids - DETAILS

DATE: 12/16/2008
 PAGE: 1

CONTRACT ID: 08C0205
 PROJECT(S): Sanitary Manhole Chimney Rehabilitation
 CONTRACT DESCRIPTION:

VENDOR RANKING:

RANK	BIDDER	TOTAL BID	% OVER LOW BID	% OVER EST
0	ENGINEER'S ESTIMATE	\$ 35,000.00	109.2175%	0%
1	Young's Environmental Cleanup, Inc.	\$ 16,729.00	0.0000%	-52.2029%
2	Advanced Underground Inspection, LLC	\$ 25,100.00	50.0389%	-28.2857%
3	High Tech Industrial Services, Inc.	\$ 33,265.00	98.8463%	-4.9571%

LINE / ITEM CODE ITEM DESCRIPTION	QTY	UNIT	(0) ENGINEER'S ESTIMATE UNIT PRICE	AMOUNT	(1) Young's Environmental Cleanu UNIT PRICE	AMOUNT	(2) Advanced Underground Inspect UNIT PRICE	AMOUNT
0001 3301700 Install Stretchable Cured-In-Place Chimne	22.000	Ea	1500.00	33000.00	700.000	15400.00	825.000	18150.00
0002 3301701 Install Stretchable Cured-In-Place Chimne	2.000	Ft	100.00	200.00	165.000	330.00	100.000	200.00
0003 3339011 Adjust Drainage Structure or Manhole, Out	3.000	Ea	600.00	1800.00	333.000	999.00	2250.000	6750.00
CONTRACT TOTALS				\$35,000.00		\$16,729.00		\$25,100.00

Rowe Incorporated
 TABULATION OF Bids - DETAILS

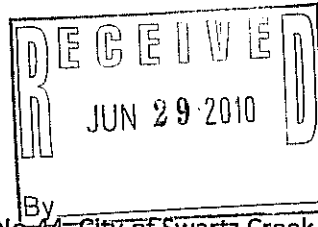
DATE: 12/16/2008
 PAGE: 2

CONTRACT ID: 08C0205

LINE / ITEM CODE ITEM DESCRIPTION	QTY	UNIT	(3) High Tech Industrial Service		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
			UNIT PRICE	AMOUNT						
0001 3301700 Install Stretchable Cured-In-Place Chimne	22.000	Ea	1032.500	22715.00						
0002 3301701 Install Stretchable Cured-In-Place Chimne	2.000	Ft	25.000	50.00						
0003 3339011 Adjust Drainage Structure or Manhole, Out	3.000	Ea	3500.000	10500.00						
CONTRACT TOTALS				\$33,265.00						

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

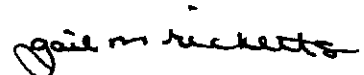
and

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

Home phone: 810-344-9411

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

Michael Ricketts Copy

Instr: 200509010086962 09/01/2005
P: 1 of 1 F: \$14.00 12:12PM
Melvin Phillip McCrea T20050027952
Genesee County Register MLREESE ST

COPY

QUIT CLAIM DEED

Grantor: David R. Ricketts, a single person, and David R. Ricketts, as Trustee of the David R. Ricketts Trust, dated September 3, 1998, as amended, a single person and former spouse of Gail M. Ricketts, whose address is c/o 12235 Coolidge Road, Goodrich, Michigan 48438,

Quit Claims to:

Grantee: Gail M. Ricketts, as Trustee of the Gail M. Ricketts Trust, dated September 3, 1998, as amended, and successor(s) in interest, whose address is c/o 12235 Coolidge Road, Goodrich, Michigan 48438,

the following described parcels, both situated in the City of Swartz Creek, County of Genesee and State of Michigan, to-wit:

Parcel 1:

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

[Common Reference: 3386 S. Dye Road; Tax Parcel No.: 58-29-551-026]

and

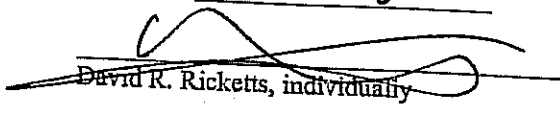
Parcel 2:


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

[Common Reference: 3350 S. Dye Road; Tax Parcel No.: 58-29-551-028]

for the sum of: NO CONSIDERATION. EXEMPT PURSUANT TO MCL 207.505(j); MCL 207.526 (l). This Conveyance is subject to the terms of a Judgment of Divorce between the parties entered on August 22, 2005, in Genesee County Circuit Court.

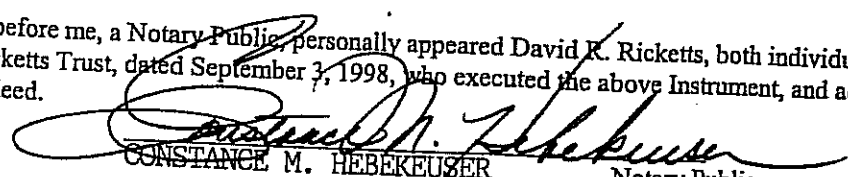
Signed on: 9-1-05


David R. Ricketts, individually


David R. Ricketts, as Trustee of David R. Ricketts Trust, dated September 3, 1998

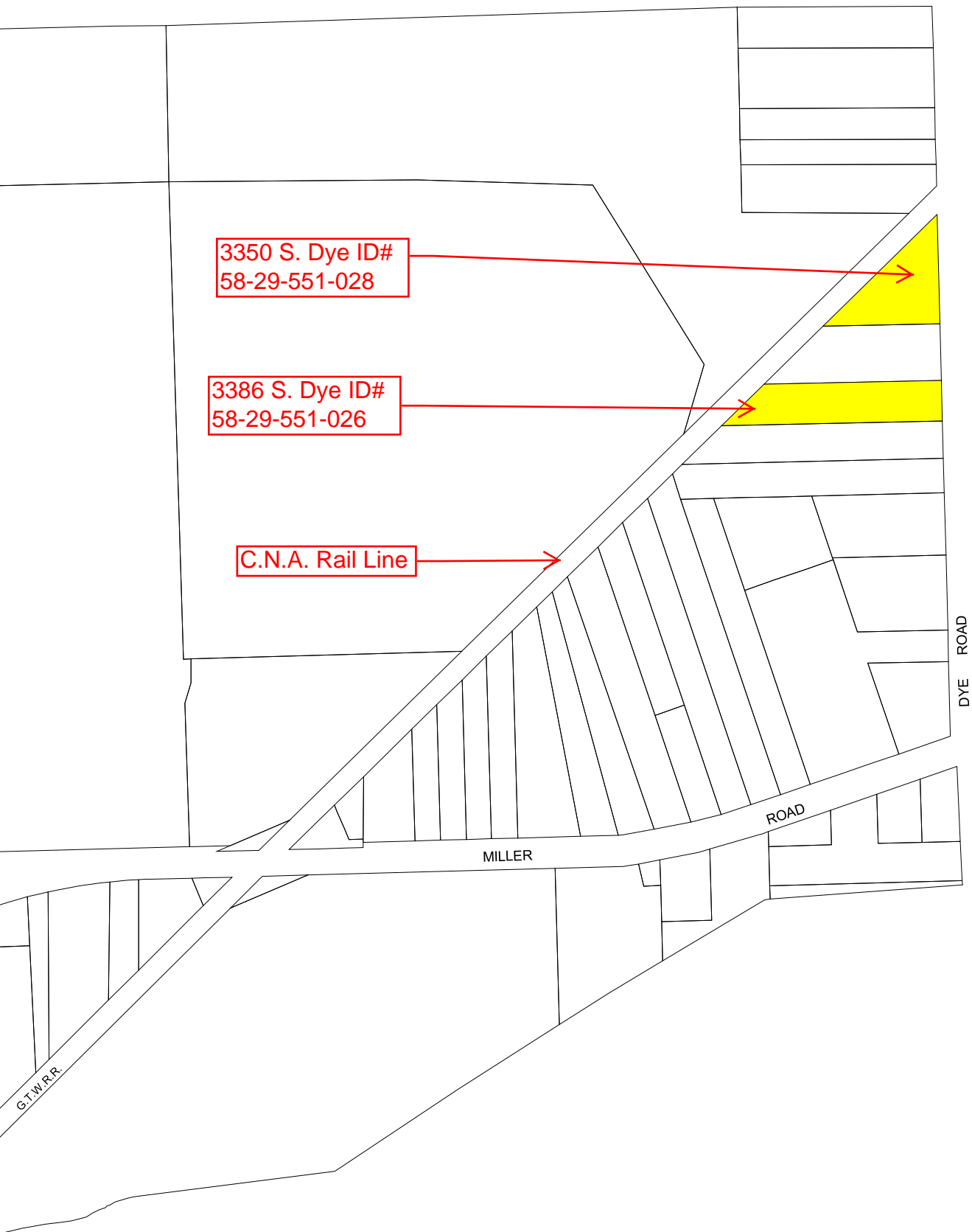
STATE OF MICHIGAN)
) ss.
COUNTY OF GENESEEE)

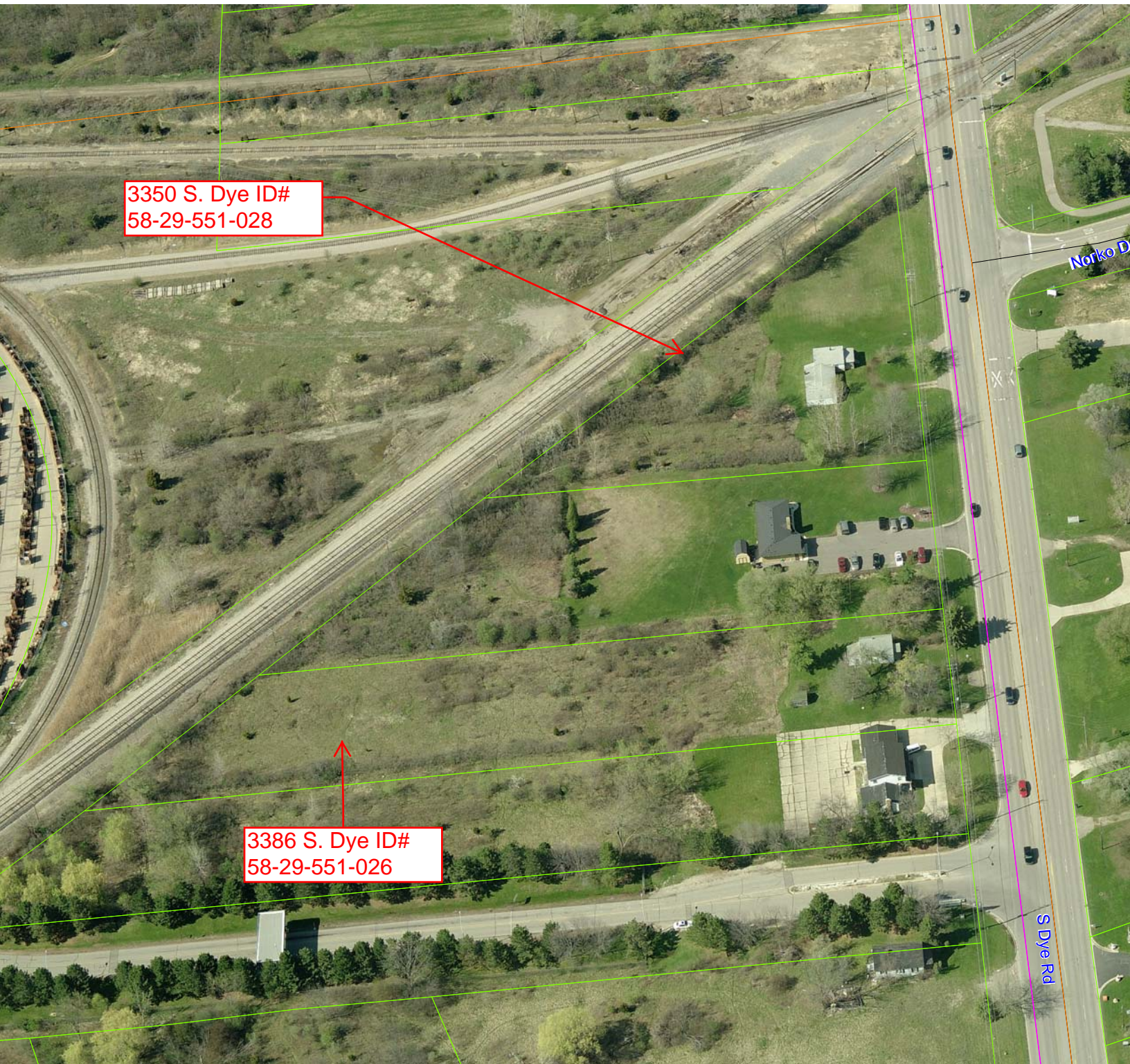
On September 1st, 2005, before me, a Notary Public, personally appeared David R. Ricketts, both individually, a single person, and as Trustee of the David R. Ricketts Trust, dated September 3, 1998, who executed the above Instrument, and acknowledged the same to be such person's free act and deed.


CONSTANCE M. HEBEKEUSER
Genesee County, Michigan
Acting In Genesee County
My Commission Expires 06/23/11

Prepared by: Attorney William A. Shaheen, Jr., 5151 Gateway Centre, Ste. 100, Flint, Michigan 48507 (810) 238-1700

Receiv Stipes, 503 S. Saginaw St, Flint MI 48502 11/60





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: \$ 1,550.⁰⁹

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

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

RICKETTS, GAIL M TRUST
10343 GOLFSIDE DR
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	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: \$ 1,567.³⁸

**NOTICE OF PUBLIC HEARING
CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
CITY COUNCIL MEETING**

Notice is hereby given that a public hearing will be held at the regular scheduled meeting of the Swartz Creek City Council, on Monday, October 25, 2010 which begins at 7:00 p.m., in the City Council Chambers, City Hall, 8083 Civic Dr. for the purpose of hearing all persons interested in a proposed amendment to the Planned Unit Development project for the Miller and Elms Road Intersection.

Said amendment, if adopted by the City Council, would amend the existing Planned Unit Development for the southeast quarter of this intersection to provide a detailed developmental plan for traffic ingress, traffic circulation, building layout, and other site factors for parcels zoned General Business District with a Planned Unit Development overlay on the following parcels of land:

Legal Description: Tax Description No. 58-31-551-001, 58-31-551-002, 58-31-551-003, 58-31-300-001, 58-31-300-002

Property Addresses: 4301 Elms Rd., 4315 Elms Rd., 4325 Elms Rd., & Vacant Land on Miller Rd., and Elms Rd., Swartz Creek MI 48473.

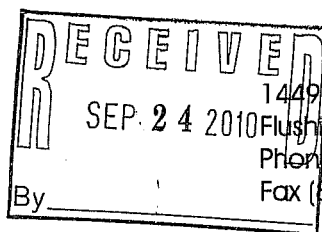
Written comments may be submitted prior to or at the public hearing.

Juanita Aguilar, City Clerk
City of Swartz Creek

"An Equal Opportunity Employer"

PUBLISH: Sunday, October 17, 2010
PROOF REQUIRED
THE SWARTZ CREEK NEWS

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



CERTIFIED MAIL - RETURN RECEIPT REQUESTED

September 23, 2010

City of Swartz Creek
8083 Civic Drive
Swartz Creek, Michigan 48473

Re: Notice of Groundwater Contamination
Former Marathon Unit #1937
7026 Miller Road
Swartz Creek, MI 48473-1527
ISE Project No. 95030

Dear Sir or Madam:

As the Qualified Consultant representing Marathon Petroleum Company, LLC (MPC) at the above referenced site, Inland Seas Engineering, Inc. (ISE) would like to inform the City of Swartz Creek of groundwater contamination in excess of Drinking Water Standards from a former gasoline station. Part 213 (Leaking Underground Storage Tanks) of the Natural Resources and Environmental Protection Act, (Act 451), requires that the local unit of government and the health department be notified of the groundwater contamination on the attached form Notice to Local Unit of Government and that proof of providing the notice be submitted to the Michigan Department of Natural Resources and Environment (MDNRE) with the Closure Report.

The area of contamination is basically an oval 110-feet long by 50-feet wide at the northwest corner of the intersection of Miller and Elms Roads in Swartz Creek, Michigan and is shown graphically on the attached figure.

If you have any questions, please call me at 810-487-0555 or email psc@inlandseaseng.com.

Sincerely,
INLAND SEAS ENGINEERING, INC.

Pam Chapman
Project Engineer



NOTICE TO LOCAL UNIT(S) OF GOVERNMENT OF LAND USE RESTRICTIONS

This information and form is required under Sections 21310a(5) and 21316 of Part 213, Leaking Underground Storage Tanks (LUST), of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Failure to comply with the provisions of this Act may result in civil fines not to exceed \$10,000 for each day the violation continues or failure to comply continues.

Instructions: (1) Use this form to provide notice of land use restrictions that are part of the corrective action plan to the Local Unit(s) of Government (LUG). (2) If corrective action is based on the use of institutional controls regarding off-site migration of regulated substances, submit a draft copy of this notification with the corrective action plan and wait for Remediation & Redevelopment Division (RRD) approval before providing notice to the LUG. If the institutional controls are for on-site contamination, the owner/operator may proceed with providing notice to the LUG. (3) Send the notice to the city, village or township clerk. Provide a copy to the County/District Health Department if groundwater exceeds Tier 1 residential criteria. (4) Submit a copy of the notice and proof of providing the notice with the Closure Report (EQP 3843) to the appropriate RRD District Office in form EQP4410. This notice does not constitute a warranty or representation of any kind by the State of Michigan that the corrective actions performed in accordance with this notice will result in the achievement of the remedial criteria established by Law, or that the property is suitable for any particular use.

City of Swartz Creek
 Name of Local Unit of Government

Genesee County Environmental Health Department
 Name of Local Unit of Government

Notice to the Local Unit of Government Receiving this Form:

A corrective action plan for the site named below has been developed as a result of a release from an underground storage tank. This form and the attachments are to provide the local unit(s) of government notice of the land use restrictions that are part of the corrective action plan. A copy of the institutional control mechanism(s) in the form of a Corrective Action Notice to Register of Deeds, and/or Restrictive Covenant, and/or alternate mechanism is/are attached. The attached institutional control mechanism(s) describe the land use restrictions and the land where the restrictions apply.

Owner or Operator: Marathon Petroleum Company, LLC

Site Name: Former Marathon Unit #1937

Site Address: 7026 Miller Road City: Swartz Creek State: Michigan Zip: 48473

Contact Person: Steve Mikula Phone Number: 419-421-2659

Mailing Address: 539 South Main Street City: Findlay State: Ohio Zip: 45840

Qualified Underground Storage Tank Consultant: Inland Seas Engineering, Inc.

Address: 1449 E. Pierson Road, Suite A City: Flushing State: Michigan Zip: 48433

Contact Person: Pam Chapman Phone Number: 810-487-0555

I hereby attest to the accuracy of the statements in this document and all attachments. I further certify that the language on this form has not been modified.

John F. Cawthorne
 Owner or Operator's Signature

STW 8-13-10

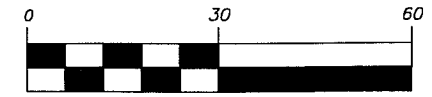
9/3/10
 Date



SOURCE OF CONFIRMED RELEASE #2
 C-0015-92 ON 01-02-92
 CRACK IN MIDGRADE UST

SOURCE OF CONFIRMED RELEASE #1
 C-2170-91 ON 10-15-91
 SITE ASSESSMENT SOIL BORINGS
 SB-1, SB-2, & HA-1

FORMER
 MW-13



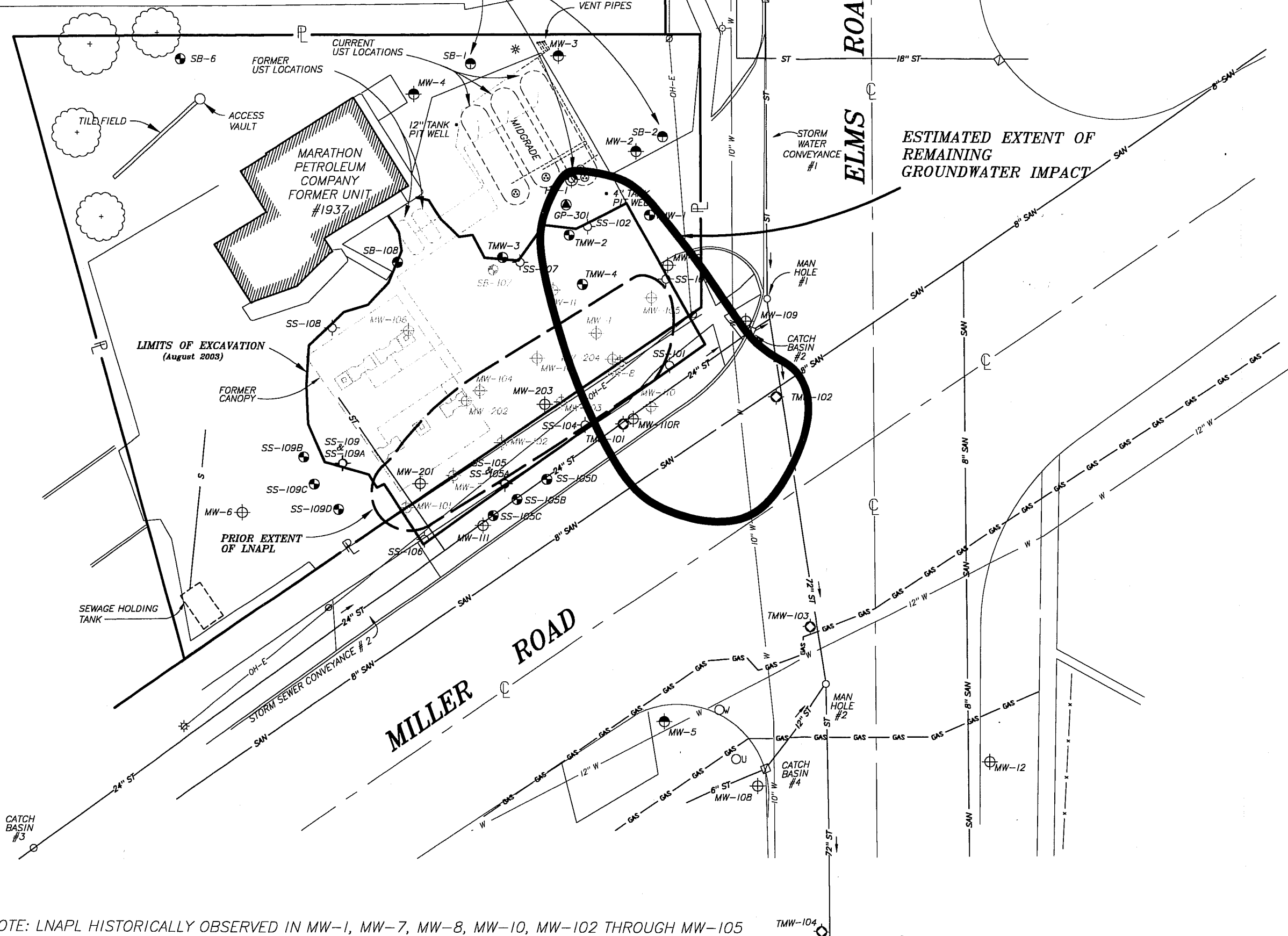
1 inch = 30 ft.

LEGEND

- ⊕ MW-13 MONITORING WELL
- ⊕ MW-5A MONITORING WELL (BY OTHERS)
- ⊕ TMW-1 TEMPORARY MONITORING WELL
- ⊕ SB-107 SOIL BORING
- ⊕ SB-1 SOIL BORING BY OTHERS
- ⊕ GP-301 GEOPROBE
- ⊕ HA-11 HAND AUGER BY OTHERS
- ⊕ SS-101 EXCAVATION SIDEWALL SOIL SAMPLE
- W — MUNICIPAL WATERMAIN (APPROX.)
- SAN — SANITARY SEWER (APPROX.)
- ST — STORM SEWER (APPROX.)
- GAS — GAS LINE (APPROX.)
- OH-E — OVERHEAD ELECTRIC (APPROX.)
- ⊕ CATCH BASIN (STORM SEWER)
- ⊕ CATCH BASIN (STORM SEWER)
- ⊕ HYDRANT
- ⊕ PROPERTY LINE (APPROX.)

NOTES

ADAPTED FROM: MARATHON PLOT PLAN # 6202-1.
 I.W.M. INC. PLAN, DATED 4/1/95



LIMITS OF EXCAVATION
 (August 2003)

PRIOR EXTENT
 OF LNAPL

ESTIMATED EXTENT OF
 REMAINING
 GROUNDWATER IMPACT

NOTE: LNAPL HISTORICALLY OBSERVED IN MW-1, MW-7, MW-8, MW-10, MW-102 THROUGH MW-105



INLAND SEAS ENGINEERING, INC.
 Traverse City, MI
 231-933-4041
 Flushing, MI
 810-487-0555

**ESTIMATED EXTENT OF
 REMAINING GROUNDWATER
 IMPACT MAP**

MARATHON PETROLEUM COMPANY, LLC
 FORMER UNIT #1937
 7026 MILLER RD. AT ELMS RD.
 SWARTZ CREEK, MICHIGAN

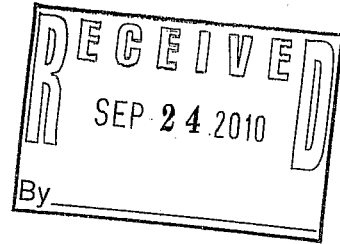


SCALE : 1"=30'	DRAWN BY : RJM
DATE : 4-12-07	CHECKED BY : PSC
PROJECT # : 95030	
DRAWING : FIG 3	

FIGURE 3



TRANSMITTAL LETTER



To: City of Swartz Creek
8083 Civic Drive
Swartz Creek, Michigan 48473

Date: September 23, 2010

Project: Marathon Petroleum Company LLC
Former Unit #1937
7026 Miller Road
Swartz Creek, MI

ISE Project No: 95-030E

We Transmit:

- Herewith
- Under separate cover

For Your:

- Approval
- Review, signature, & submittal
- Use

The Following:

Copies	Description	Date
1	Notice to Impacted Parties of Corrective Action	September 3, 2010

Remarks:

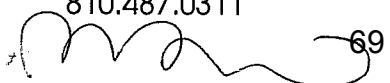
Attached is a Notice to Impacted Parties of Corrective Action form. This form notifies you that groundwater at the described property is contaminated at levels above Michigan Department of Natural Resources and Environment (MDNRE) criteria. Please review the attached form and contact me if you have any questions.

Thank you,

Copies To:

INLAND SEAS ENGINEERING, INC.

1449 E. Pierson Road, Suite A
Flushing, MI 48433
Phone: 810.487.0555
Fax: 810.487.0311

By: 
Pam Chapman



NOTICE TO IMPACTED PARTIES OF CORRECTIVE ACTION

This information is required under Sections 21309a(3) of Part 213, Leaking Underground Storage Tanks (LUST), of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Failure to comply with the provisions of this Act may result in civil fines not to exceed \$10,000 for each day the violation continues or failure to comply continues.

Instructions: (1) Use this form to notice owners of property whose soil or groundwater exceed Tier 1 unrestricted residential Risk-Based Screening Levels when the corrective action plan indicates that this level of contamination exists on property owned or operated by another person. Owners of property include, but are not limited to, easement holders, tenants, utilities, and highway authorities. (2) Send the notice to the impacted parties described above before submitting the corrective action plan to the Remediation & Redevelopment Division (RRD). Record that notification was made on the appropriate report cover sheets (Final Assessment Report, EQP 3842 and Closure Report, EQP 3843). (3) The RRD may request a copy and/or proof of providing this notice as part of an audit. This notice does not constitute a warranty or representation of any kind by the State of Michigan that the corrective actions performed in accordance with this notice will result in the achievement of the remedial criteria established by Law, or that the property is suitable for any particular use.

Owner or Operator: Marathon Petroleum Company LLC
 Site Name: Former Marathon Unit #1937
 Site Address: 7026 Miller Road City: Swartz Creek State: Michigan Zip: 48473
 Contact Person: Mr. Steve Mikula Phone Number: 419-421-2659
 Mailing Address: 539 South Main Street City: Findlay State: Ohio Zip: 45840

Qualified Underground Storage Tank Consultant: Inland Seas Engineering, Inc.
 Address: 1449 E. Pierson Road, Suite A City: Flushing State: Michigan Zip: 48433
 Contact Person: Pam Chapman Phone Number: 810-487-0555

A corrective action plan for the above site has been developed as a result of a release from an underground storage tank. The corrective action plan indicates:

- The groundwater at the property listed below is contaminated.
- The soils at the property listed below are contaminated.

Property(ies) directly impacted by the release include(s):

Address: Right of ways along Miller & Elms Roads at the northwest corner of Miller & Elms Roads adjacent to the former Marathon Unit #1937 station
 City: Swartz Creek State: Michigan Zip: 48473

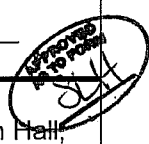
Property Name: Right of ways along Miller & Elms Roads

or See attached list.

I hereby attest to the accuracy of the statements in this document and all attachments. I further certify that the language on this form has not been modified.

John F. Cavallaro 9/13/10
 Owner or Operator's Signature STM 8-13-10 Date

To obtain a copy of the corrective action plan, contact the owner/operator listed above or the Remediation & Redevelopment Division District Office located at MDNRE, Lansing District Office, 525 W. Allegan (Constitution Hall, 4th Floor, North), P.O. Box 30242, Lansing, MI 48909-7742



Posted: Sept. 26, 2010

Haze clouds state policy on distribution of medical pot

BY L.L. BRASIER
FREE PRESS STAFF WRITER

With nearly 28,000 Michigan residents now registered as patient users, the state is proving a hot spot in the national debate on medical marijuana use.

Battles are looming in courtrooms and soon, many experts say, in the Legislature. At issue: How to get marijuana -- which has proven medical benefits -- to the legitimate patients who need it?

Law enforcement contends some users and distributors are skirting the law by operating loosely run dispensaries and so-called compassion clubs, even though the law doesn't specifically allow such businesses.

Medical marijuana advocates counter that the law doesn't disallow the dispensaries, either, and that the shops in storefronts and restaurants provide a safe place for suffering patients to get needed medicine.

"Running a dispensary in Michigan, under current law, is very risky, and I would advise against it," said Keith Stroup, founder of the National Organization to Reform Marijuana Laws (NORML).

Thirteen other states and the District of Columbia also are grappling with how best to distribute the drug to those in need.

Where medical marijuana flourishes

On any given day, between 700 and 800 people visit Harborside Health Center, a low, sleek building in Oakland, Calif., that is filled with natural light, vases of flowers and soft music.

They arrive -- some by bike or skateboard -- to

purchase their medical marijuana, standing in line in front of eight glass display cases holding dozens of varieties of cannabis.

The patients, whose ailments range from insomnia and anxiety to cancer and HIV, have their choice of fresh green marijuana buds with names like Hindu Skunk and White Rhino, prewrapped marijuana cigarettes, live plants, edibles, tinctures and lotions. It is the largest medical marijuana dispensary in the nation, generating \$20 million in sales each year, and -- some say -- a model of how regulated medical marijuana can succeed.

"The message is you have to be as professional as the best retail stores, and you have to have a heart of gold," said the center's founder, Steven DeAngelo, a nationally known marijuana activist. Oakland officials are so pleased with the medical marijuana business in their community that the City Council voted 5-2 in July to authorize zoning to allow construction soon of four large indoor marijuana farms, each about the size of a football field.

[Page 2 of 4]

Like California, Michigan and 12 other states plus the District of Columbia now have in place laws that allow physicians to prescribe marijuana



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to their patients. Another eight states have legislation pending.

Some states, including California and Maine, now mandate that the drug be dispensed only through nonprofit dispensaries licensed by state and local governments.

The communities that many law enforcement and advocates say appear to be managing medical marijuana distribution the best -- where there are few raids, arrests or court challenges -- are those that closely regulate the way marijuana is distributed.

Few appear to have it down as well as Oakland, Calif. Elsewhere, pot wars are breaking out mostly because communities can't decide how, when or where marijuana should be dispensed.

In Michigan, more than a dozen people face charges of drug possession and trafficking following August raids in Oakland County. Others raids have occurred in Lapeer County, and there have been scattered arrests throughout the state. The arrests and seizures have prompted protests at area courthouses and calls for clearer legislation.

Earlier this month, Michigan Appeals Judge Peter O'Connell, in a concurring opinion upholding a recent arrest, lamented the state law as "inartfully drafted," and confusing enough to put well-intentioned people at risk of prosecution.

"Pressure and confusion results from trying to operate under a system where no one has stepped forward and stated specifically what actions are legal and what actions are not," he wrote.

The major flaw

Both law enforcement and marijuana advocates say the major flaw in Michigan's 2008 law is a lack of direction on how, exactly, patients are supposed to get their marijuana. The law says patients with serious pain or illnesses like cancer or HIV may possess 2 1/2 ounces of marijuana

or 12 plants. They may also contract with a licensed caregiver to provide the marijuana.

That's where the problems begin. The caregivers, who are sometimes patients themselves, are allowed to provide marijuana to up to five patients. Sometimes there are households with numerous patients and caregivers, so technically, that household is allowed dozens of plants. In effect, it becomes a large-scale marijuana business. That marijuana is sometimes sold in so-called compassion clubs and dispensaries, even though the law does not address dispensaries at all.

[Page 3 of 4]

Keith Stroup, founder of the National Organization to Reform Marijuana Laws, (NORML) and perhaps the nation's best known marijuana advocate, said he fields calls weekly from people interested in getting into the marijuana business.

Oakland County Sheriff Michael Bouchard, who launched the August raids on suppliers in Waterford and Ferndale, witnessed the protests that followed.

"They should be protesting in Lansing, not here," he said.

Mom Dilemma #36:
Your daughter insists on wearing her princess costume to the grocery store. Allow it or not?

YES, at least she's dressed!

NO, I have some rules!

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where Local moms meet

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Similar raids took place earlier this month in Nevada, which, like Michigan, has no provision in its law for dispensaries.

In Colorado -- one of the most liberal when it comes to medical marijuana -- the Denver City Council is looking for ways to rein in hundreds of unregulated dispensaries.

The dispensaries began springing up in 2009 -- the year U.S. Attorney General Eric Holder announced the federal government would not pursue prosecutions in medical marijuana cases.

Taking charge

The success of Harborside in Oakland, Calif. -- and the three others licensed to operate in that Bay Area city -- appears to rest in stringent licensing by state and local government.

Until two years ago, Oakland -- like many communities in Michigan -- had no mechanisms in place to regulate dispensaries. There were 14 operating there, some of them essentially like drug houses.

But California changed its law to require that dispensaries be nonprofit collectives. The City of Oakland went even further, requiring detailed floor plans, security systems and city-mandated audits. The city prohibited the dispensaries from locating near schools, recreation centers or drug treatment facilities.

As nonprofits, the dispensaries have to plow the money back into the community. Harborside supports local charities and offers free massage therapy, yoga, riku acupuncture, gardening classes and stress management. There have been no raids, arrests or court challenges. The center has 54,000 patients on its registry as a collective.

"We are truly a nonprofit, community service organization with demonstrable benefits to the community," said Harborside's DeAngelo. He added that Harborside contracts with a lab to test all the marijuana it handles to ensure purity.

[Page 4 of 4]

Other states are monitoring the success. Maine recently passed a marijuana law, but has not yet licensed the six dispensaries it plans to allow. The first is expected to open in January.

Like the ones in Oakland, the Maine dispensaries will be strictly monitored nonprofit agencies.

The nonprofit New Maine Northeast Patients Group will oversee some of the dispensaries. Rebecca Dekeuster, the group's CEO, was lured to that job after managing a California dispensary.

Dekeuster has studied medical marijuana laws nationwide.

"We think that cities that regulated early and really tackled the issue head on had more success than cities that either ignored it, or thought it would work itself out," she said. "What we find is that when they are operated as nonprofit community organizations, they can be good neighbors."

What appears to be clear through all the smoky haze is that, despite a rocky start in places like Michigan, medical marijuana is not going away.



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"It is a massive movement, and frankly, I don't think anyone doubts that we are winning it," said NORML's Stroup, a Washington, D.C., attorney who founded the organization in 1970. "I think our time has finally come. We've made more progress in the last five years than the last 30. I think it's because we've outlived our opponents."

Michigan law confusing

Michigan, though, will likely continue to be a hot spot -- at least until something is done about the current law. The state House voted Thursday to send to Gov. Jennifer Granholm a bill banning the sale of K2, a synthetic form of dried herbs that mimics the high from marijuana and is currently sold over the counter statewide, often packaged as incense or potpourri. If signed by the governor as expected, the measure would go into effect Friday.

Beyond that, however, there has been little movement so far in the Legislature toward reopening discussion about the state's medical marijuana law.

"We get calls every day from people who have been raided," said attorney Matthew Abel, whose Detroit law firm, Cannabis Counsel, specializes in pot cases.

"That's not going to change until somebody is willing to go to jail to fight it out."

Contact L.L. BRASIER: 248-858-2262 or brasier@freepress.com

The advertisement features the USA TODAY logo at the top left, followed by the word "AutoPilot" in a large, bold, black font. To the right of "AutoPilot" is a blue airplane icon. Below the title, a smartphone is shown displaying the app's interface, which includes a "USA TODAY Meeting" section with a date of "Sep 21, 2009" and a list of items: "A6 BNA to IAD Landed" with a time of "09:21:0009 11:48 AM", "73* Washington (IAD) Partly Cloudy", and "View a Flickr gallery of Washington". Below the phone, the text "The new travel app for iPhone® and iPod touch®" is displayed. To the right of this text is the Hampton logo, which consists of the word "Hampton" in a script font inside a red-bordered hexagon. At the bottom right of the advertisement, the text "SEE HOW IT WORKS >>" is written in white on a blue background.

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