

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday September 13, 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 August 23, 2010 MOTION Pg. 6,17-21
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, DPW & Check Ledger](#) Pg. 22, 34, 39
 - 6C. REI Design Proposal, Miller Elms Tallmadge Project (Agenda Item) Pg. 45-46
 - 6D. Jennie Lane Project, Cost Reconciliation (Agenda Item) Pg. 47-48
 - 6E. Professional Services Agreement, Adam Zettel (Agenda Item) Pg. 49-54
 - 6F. Domestic Violence Awareness Month (Agenda Item) Pg. 55
 - 6G. Fine Arts Association, Lease Addendum (Agenda Item) Pg. 56-62
 - 6H. Genesee Valley Rotary Request, Pavilion Dedication (Agenda Item) Pg. 63-64
 - 6I. Street Usage Permit, Homecoming Parade (Agenda Item) Pg. 65-68
 - 6J. FY 09-10 Pre Audit Financial Statement (Agenda Item) Pg. 69
 - 6K. GM-SPO Bankruptcy Notice Pg. 70-71
 - 6L. GM-SPO Site Sketch Pg. 72
 - 6M. Comcast Notice Channel Lineup Changes Pg. 73
 - 6N. Legislative Updates Pg. 74-78
 - 6O. Health Care Notice Enrollment Pg. 79-80
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Appropriation, Miller Elms Tallmadge Project, Design Fees RESO. Pg. 7,45-46
 - 8B. Jennie Lane Project, Final Cost Reconciliation RESO. Pg. 8,47-48
 - 8C. Professional Services Agreement: Planning, Zoning, DDA Services RESO. Pg. 9,49-54
 - 8D. Domestic Violence Awareness Recognition RESO. Pg. 14,55
 - 8E. Lease Addendum, Fine Arts Association Agreement RESO. Pg. 15,56-62
 - 8F. Genesee Valley Rotary Request, Pavilion Dedication RESO. Pg. 16,63-64
 - 8G. Street Usage Permit, Homecoming Parade RESO. Pg. 16,65-68
 - 8H. 2009-2010 FY Audit DISC. Pg. 69
9. **MEETING OPENED TO THE PUBLIC:**
 - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:**
 - 11A. General Motion MOTION

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

Regular Council Meeting of Monday September 13, 2010 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUCHE // City Manager
DATE: 10-September-2010

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

- ✓ **2009-2010 FINANCIALS** (*Discussion*)
 Included with tonight's packet are 2009-2010 FY year end total. Although not yet quite finished with the audit, these numbers are pretty close to finish. I've set this for a short discussion for review
- ✓ **MTT APPEALS, GM BANKRUPTCY** (*Status*)
 We still continue to negotiate. I hope to have some kind of settlement in 30-60 days.
- ✓ **PERSONNEL POLICIES & PROCEDURES** (*Status*)
 I had hopes of completing this during the holidays, but got sidetracked on other issues. I'll try and complete it in the near future
- ✓ **DISASTER, EMERGENCY RESPONSE POLICY COMMITTEE** (*Status*)
 As above, I have similar hopes on this project.
- ✓ **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

- MILLER ROAD PROJECT, ELMS-TALLMADGE** (*Resolution*)
 Included with tonight's packet is a design and application proposal from REI for this project. The funding apportions are listed in the above table highlighted in some color that I have no idea what to call. In order to make a winter bid letting, thus the lowest cost, we need to get a design into MDOT by late October. Construction and design engineering are not covered under TIP grants any longer, leaving the City's match portion at approximately \$158,433. In addition to this, we are watching recent developments from DC regarding infrastructure grants. I have a bit of conversation

on this at tonight's meeting, in addition to a resolution approving REI design fees of \$27,684.

❑ **TRAIL SYSTEM** (*Status*)

Addressed above.

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

Completed, except for a couple of punch list cleanup items.

❑ **MORRISH ROAD SOUTH ARRA PROJECT & GUARDRAIL** (*Status*)

The final reconciliation of construction engineering fees is \$39,827, about \$10k less than what we approved and set aside. The state sent us a check for about \$32k, refund for CE fees.

On the Morrish Road curve guardrail, we are running into problems trying to find a contractor willing to do the guardrail work. To do it right, we would have to obtain additional right of way in front of the houses and then re-locate the sidewalk and utility poles inward. I'll keep working on a solution that's economical.

✓ **LOCAL STREET FUND, TRAFFIC IMPROVEMENTS**

❑ **2008 REPAIR ROSTER** (*Resolution*)

The Jennie project has been completed, the street turning out very well. We do have cost over-runs for quantities that exceeded our original engineer's calculations. This is the risk we take when we repair roads that are close to a total re-construction, as is the case with many of our local streets. Included with tonight's packet is REI's final reconciliation of quantities and costs. The over-runs total a net increase in the bid price of \$13,045.37. I recommend we take this entire overrun from the General Fund. Here are the final costs:

<i>Bid Price</i>	<i>Additional Cost</i>	<i>Total Construction</i>	<i>Design Eng</i>	<i>Constr Eng</i>	<i>Total</i>
\$116,035	\$13,045.37	\$129,080.37	\$2,446	\$7,920	\$139,446.37

Design engineering (\$2,446) was approved in April. The cost for this project, minus design engineering, is \$137,000.37. I have a resolution that reconciles the costs included with tonight's agenda.

On the Cape Seal Project, the contractor's are Maintenance & Construction Company, of Romulus Michigan, at \$101,547, with construction engineering and testing (\$1,980), the total is \$103,527, and Lang Construction of Flint Michigan, in the amount of \$8,523. The Cape Seal project is about half finished. Totals for the Cape Seal Project are as follows:

<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

Total revised cost and distribution for both the Cape Seal and Jennie Lane:

	<i>Total Project Cost</i>	<i>101 Fund</i>	<i>203 Fund</i>	<i>226 Fund</i>
<i>Jennie Lane</i>	\$137,000.37	\$29,845.37	\$70,000	\$37,200
<i>Cape Seal</i>	\$112,523	\$8,766	\$70,000	\$33,757
TOTAL	\$249,523.37	\$38,611.37	\$140,000	\$70,957

✓ **WWS SEWER USE – IPP ORDINANCE** (*Status*)

Pending.

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

Phase III was approved at the December 7 Council Meeting and the work has been completed. We are working on repair documents of a handful more manhole

rehabilitations and should be back shortly for approval. As we have discussed, 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 accomplish this.

- ✓ **KAREGNONDI WATER AUTHORITY** (*Status*)
Still out there.
- ✓ **MARATHON STATION BLIGHT & NON-CONFORMING USE** (*Status*)
We met with marathon representatives and have asked whether they would be willing to pay or all or some of the costs of the environmental mitigation. They have internal programs for such and have committed to look into it. I'll keep the Council posted on progress.
- ✓ **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** (*Resolution*)
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. Included with tonight's program is a professional services agreement with Mr. Zettel to continue him on as a consultant for a handful of items such as Zoning Administrator, DDA, Planning Commission, and Water Distribution System.
- ✓ **GO GREEN, PUBLIC SAFETY BUILDING HVAC GRANT** (*Status*)
Pending a project for the leftover funds.
- ✓ **BOARDS & COMMISSIONS** (*Status*)
We still have a bit of clean up appointments, foremost being the Park Board and Local Officers Compensation Commission. I'll get these together and bring them back within the next meeting or two.
- ✓ **FIRE DEPARTMENT: 2011 BUDGET & COST RECOVERY** (*Status*)
Pending.
- ✓ **SPRINGBROOK EAST & HERITAGE ASSOCIATION S.A.D.** (*Status*)
Pending.
- ✓ **REQUEST TO FORFEIT PROPERTY, DYE ROAD** (*Status*)
Under referral to the Planning Commission.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **GENESEE VALLEY ROTARY CLUB REQUEST, PAVILION DEDICATION** (*Resolution*)
The Genesee Valley Rotary Club has requested to name Pavilion # 4 to the “Tammy Reaves Memorial”, or something similar. They look to use an approximately 5” wide by 4’-6’ long banner type sign, material yet to be determined. As the Council may be aware, the Genesee Valley Rotary Club built this pavilion as a community service project, the dedication ceremony taking place in February 2005. Tammy was instrumental in this project and if memory serves me correctly, was the rotary club president at the time. She passed away this year in May after an unexpected illness.
- ✓ **DOMESTIC VIOLENCE AWARENESS MONTH** (*Resolution*)
Nationally, October is Domestic Violence Awareness Month. As in the past, we have recognized it as such in the City. I have a resolution that declares October as such in the City.
- ✓ **FINE ARTS LEASE ADDENDUM** (*Resolution*)
The Fine Arts Association has requested that the City provide some relief on our requirements for insurance. We currently require a \$4,000,000 umbrella policy as part of the agreement we have with them. They have asked for a straight \$1,000,000 liability. I discussed this with our insurance agent who ideally, would like all the municipalities to require similar limits as they carry (in our case, \$10,000,000). Obviously this is not feasible as we would never have any events, such as a homecoming parade or hometown days. Additionally, any projects we did would have significant costs attached for insurance liability bonds. Having said this, our agent agrees that we need to weigh the risk and make appropriate decisions on insurance requirements. In the case of the Fine Arts, we lease land only and have very minimal, if any risk. I recommend we allow the change. I have a contract addendum permitting the change.
- ✓ **STREET USAGE PERMIT, HIGH SCHOOL HOMECOMING** (*Resolution*)
The school has requested to hold their annual homecoming parade on Friday, October 1, 2010 from 4:30 PM to 6:30 PM. The parade and associated routes are the same as years past, beginning along Civic Drive and ending at the High School. Rick has approved the paperwork and recommends Council approval. A resolution to this effect is included with tonight’s show.

Council Questions, Inquiries, Requests and Comments

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

City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday September 13, 2010 7:00 P.M.

Resolution No. 100913-4A MINUTES, AUGUST 23, 2010

Motion by Councilmember: _____

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held August 23, 2010 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

Resolution No. 100913-5A 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 September 13, 2010 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

Resolution No. 100913-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager’s Report of September 13, 2010, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

APPROPRIATION, MILLER ROAD BETWEEN ELMS & TALLMEDGE REPAIRS

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek is a Local Governmental Unit and recognized Street Authority eligible to receive funding from the Michigan Department of Transportation and the Federal Highway Administration; and,

WHEREAS, the City of Swartz Creek is a member of the Genesee County Metropolitan Planning Alliance, an urban transportation planning cooperative charged with allocating funds to eligible street authorities in Genesee County; and

WHEREAS, the City of Swartz Creek, in an open meeting, has identified a need to make repairs and improvements to Miller Road between Elms Road and Tallmadge Drive, and further, funds have been allocated in the Genesee County Traffic Improvement Program and is scheduled for obligation and construction in 2011; and,

WHEREAS, the City’s engineer has submitted a Design Proposal in the amount of \$27,684, total project cost estimate as follows:

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

NOW, THEREFORE, BE IT RESOLVED that the City of Swartz Creek appropriate an amount not to exceed \$27,684 from Major Streets 202 Fund, to the City’s Engineer Rowe Professional Services Incorporated of Flint Michigan, for preparation of design plans, bid specifications, MDOT application and grade inspection, for the repair of Miller Road between Elms and Tallmadge Drive, a copy of the proposal attached hereto.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

LOCAL STREET PROJECTS: JENNIE LANE FINAL CONSTRUCTION COST RECONCILIATION

Motion by Councilmember: _____

WHEREAS, on June 14, 2010, the City awarded the repair of Jennie Lane between Yarmy and Bristol to Mike & Son Asphalt of Bath Michigan, the resolution as follows:

Local Street Project-Appropriation & Bid Award, Jennie Lane Mill & Resurface

Resolution No. 100614-06

(Carried)

*Motion by Councilmember Binder
Second by Councilmember Hurt*

WHEREAS, the City is in need of extensive repairs to its local street system in which the sole source for funding is State of Michigan Act 51 gas and weight distributions; and

WHEREAS, such revenues are insufficient for any extensive repairs and sustain only routine maintenance such as snow and ice removal and cold patch filling; and

WHEREAS, the City has been successful over the last six years in reserving a small amount of funds totaling \$160,000 towards repairs, however, such savings fall far short of the estimated \$5 million plus it would take to bring the City's local street system into reasonable repair; and

WHEREAS, the City staff and consulting engineers have evaluated the local street system and determined that given the insufficient amount of funds, that the best value for the investment would be to work to prolong the life of streets that have not deteriorated to the point of re-construction; and

WHEREAS, the City has sent citizen questionnaires and discussed options at public meetings, concluding that although the citizens desire their streets to be in good repair, they are generally unwilling to support a levy or pay assessments through a special assessment district; and

WHEREAS, the City's staff and consulting engineers recommend the best value for the funds in reserve are the mill and re-surface of Jennie Lane from Bristol to Yarmy and the use of a process called "Cape Seal, wherein some structure work is done along with a micro slurry overlay on streets with relatively low deterioration; and

WHEREAS, the City bid both a Cape Seal process on a handful of local streets and the mill and resurface of Jennie Lane, with the low bid for the Jennie Lane work being Mike & Son Asphalt of Bath Michigan, in the amount of \$116,035, with construction engineering cost of \$7,920; and

WHEREAS, the City staff and consulting engineers have inspected damage to the local street system and determined that in part, deterioration of the structures can be attributed to sustained exposure to heavy vehicles, in particular during the freeze thaw period in the spring, such overweight vehicle exposure recognized to be the City's contracted weekly garbage collection services: and

WHEREAS, the City's consulting engineer and City Staff have documented such damage and calculated the outside three feet of each lane, approximately 30%, have sustained attributed damage; and

WHEREAS, it is reasonable to subrogate funds from within the garbage collection 226 fund to assist in the repair of such damage.

NOW, THEREFORE, I Move the City of Swartz Creek accept the low bid of Mike & Son Asphalt of Bath Michigan, in the amount of \$116,035, for the mill and resurface of Jennie Lane from Bristol to Yarmy, in accordance with the bid specifications as set forth and offered for bid by the City's engineering consulting firm, Rowe Professional Services Inc, and further, appoint Rowe Professional Services Inc. to perform construction engineering and testing services at a cost of \$7,920, total project cost of \$124,000.

BE IT FURTHER RESOLVED, that the City direct staff to apportion the cost of the project as follows:

	<i>Total Project Cost</i>	<i>101 Fund</i>	<i>203 Fund</i>	<i>226 Fund</i>
<i>Jennie Lane</i>	\$124,000	\$16,800	\$70,000	\$37,200

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

WHEREAS, the work was completed in August 2010, the project requiring additional repairs due to areas with significant sub-base deterioration; and

WHEREAS, the City's engineer has calculated quantity differentials from the original specifications, calculations as follows:

Work Description	Contract Quantity	Unit	As-Built Quantity	Unit Price	Original Contract Price	Final Contract Price
Remove Pavement	482	Syd	1112	\$4.00	\$1,928.00	\$4,448.00
Aggregate Base, 6 inch	482	Syd	1112	\$5.75	\$2,771.50	\$6,394.00
Pavement Repair	615	Syd	1112	\$22.00	\$13,530.00	\$24,464.00
TOTAL					\$18,229.50	\$35,306.00

WHEREAS, the additional quantity differences present cost over-runs of \$13,045.37 from the original bid of \$116,035.

NOW, THEREFORE, I Move the City of Swartz Creek approve the adjustment and appropriate an additional amount of \$13,045.37, reconciliation and fund distribution as follows:

	<i>Total Project Cost</i>	<i>101 Fund</i>	<i>203 Fund</i>	<i>226 Fund</i>
<i>Jennie Lane Revised Costs (Includes C.E.)</i>	\$137,000.37	\$29,845.37	\$70,000	\$37,200

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100913-8C

PROFESSIONAL SERVICES AGREEMENT, ADAM ZETTEL

Motion by Councilmember: _____

I Move the City of Swartz Creek enter into a Professional Services Agreement with Adam Zettel, to provide consulting services for Zoning, Planning, DDA, Grants, and Water Distribution System, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City, agreement as follows:

**PROFESSIONAL SERVICES AGREEMENT
Between
THE CITY OF SWARTZ CREEK
And
ZETTEL CONSULTING**

*This agreement is made this 13TH 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 **Zettel Consulting**, with principal offices at 5023 Holland Street, Swartz Creek Michigan 48473 ("Provider")*

WHEREAS, the City desires to employ a consultant for planning, zoning, DDA, community development, and water system administration; and

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

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

1. Agreement Term.

The term of this Agreement shall be for the following period:
September 13, 2010 through November 30, 2010.

2. Scope of Services:

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

- A. Consulting services for the administration of planning, zoning and Zoning Board of Appeals, including, but not limited to, the attendance at meetings, budget finance, site plan review, Planning Commission packets, ordinance updates, Master Plan, Trailway Plan and Park Plan, or other duties that the City Manager may determine necessary.
- B. Consulting Services for the administration of the Downtown Development Authority including, but not limited to, the attendance at meetings, related budget and finance or other duties that the City Manager may determine necessary.
- C. Consulting services for the administration of the City's Water Distribution System, including, but not limited to, creation and monitoring of a new comprehensive paperwork documentation system for repairs, maintenance, tracking and reporting, rate review and calculations, assistance with budget, finance and capital improvements, or other duties that the City Manager may determine necessary.
- D. Consulting services for grant maintenance including, but not limited to application, reporting, documentation and the continuation of existing sources, CDBG and EECBG.
- E. Consulting services for community development projects, as needed.

3. Compensation:

The Provider shall be compensated as follows:
The City shall pay the Provider an hourly rate of \$65 per hour, detailed invoice submitted monthly at the first of the month for the previous month, net due 20 days.

4. Applicable Law.

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

5. Obligations to the City.

The Provider shall maintain all licenses currently held, including, but not limited to AICP and S-2 water distribution operator. The Provider shall remain current and not be in default of any obligations due to the City including, but not limited to, the payment of taxes, fines, penalties, licenses or other monies due to

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

6. Disclaimer of Contractual Relationship.

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

7. Independent Contractor

No provision of this Agreement herein contained shall be construed by the parties or by any other person as one creating an employer-employee relationship. It is hereby expressly understood and agreed that the Provider is an independent contractor as that phrase has been defined and interpreted by the Courts of the State of Michigan, and, as such, he/she is not entitled to any benefits not otherwise specified herein.

8. Hold Harmless and Indemnification:

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

9. Non Exclusive

Nothing in this contract shall be deemed to grant the provider an exclusive franchise or an exclusive right to provide any such services defined in this agreement, or otherwise, within the City.

10. Insurance.

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

A. Commercial General Liability coverage of not less than five hundred thousand dollars (\$500,000 per person and per occurrence combined single limit with the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as Additional Insured. The coverage shall be primary as to the Additional Insured's, and not contributing with any other insurance or similar protections available to the Additional Insured's, whether said other available coverage be primary, contributing or excess.

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

C. Commercial Automobile-Vehicle Insurance in accordance with Michigan statutory requirements.

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

11. Interpretation.

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

12. Laws and Ordinances.

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

13. Modifications/Changes.

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

14. Non-Assignability.

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

15. Non-Disclosure/Confidentiality.

Upon delivery as provided in Paragraph 1 (Change in Scope of Services) hereof, the documents prepared by the Provider shall be the property of the City. The Provider agrees that said documents are confidential information intended for the sole use of the City and that he/she will not disclose any such information, or in any other way make such documents public, without the express written approval of the City Manager or the order of a court of competent jurisdiction or as required by the laws of the State of Michigan.

16. Notices.

Notices to the City shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the City Manager, City of Swartz Creek, 8083 Civic

Drive, Swartz Creek Michigan 48473, or to such other address as may be designated in writing by the City Manager from time to time.

Notices to the Provider shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the Provider, Zettel Consulting, 5023 Holland Street, Swartz Creek Michigan 48473, or to such other address as may be designated in writing by the Provider from time to time.

17. Records / Reports.

The Provider shall prepare and submit all such reports as may be required or requested by the City Manager or to the City Manager.

18. Severability.

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

19. Standards of Performance.

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

20. Termination.

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

21. Time of Service/Performance.

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

22. Whole Agreement Clause.

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

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

/S/

I, **Adam Zettel, of Zettel Consulting**, do hereby declare that I am a Sole Proprietor performing work and/or services as an independent Contractor for the City of Swartz Creek, and will not employ any person(s) in the work to be performed for the City. As a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers Compensation Act of the State of Michigan. In consideration of being awarded this work, I agree to hold harmless

the City for any and all injuries or illness that I may sustain during the course of this work. I hereby agree to notify the City Manager in writing, prior to hiring any person(s), full time or part time, to assist with any work or services performed, and to secure Workers Compensation Insurance prior to any person beginning work or assisting in the performance of any work and that no such work will be subcontracted to any other subcontractor or entity.
SIGNED: _____ Dated: _____

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100913-8D DOMESTIC VIOLENCE AWARENESS MONTH

Motion by Councilmember: _____

WHEREAS, Domestic Violence is a serious crime that affects people of all races, ages, gender, and income levels; and

WHEREAS, Domestic Violence is widespread and affects over four million Americans each year; and

WHEREAS, one in three Americans have witnessed an incident of Domestic Violence; and

WHEREAS, children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average; and

WHEREAS, Domestic Violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism, and non-productivity; and

WHEREAS, only a coordinated community effort can put a stop to this heinous crime; and

WHEREAS, Domestic Violence awareness month provides an excellent opportunity for citizens to learn more about the prevention of Domestic Violence and to show support for the numerous organizations and individuals who provide critical advocacy, services and assistance to victims.

NOW, THEREFORE, I Move that the City of Swartz Creek do hereby proclaim the month of October as **DOMESTIC VIOLENCE AWARENESS MONTH** and urge our citizens to work together to eliminate Domestic Violence from our community.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion by Councilmember: _____

I Move the City of Swartz Creek approve an addendum to its lease agreement with the Swartz Creek Fine Arts Association, the original contract entered into on August 4, 2004 and approved at the regular Council Meeting of July 12, 2004, addendum as follows:

**ADDENDUM TO LEASE AGREEMENT
Between the
CITY OF SWARTZ CREEK
And
SWARTZ CREEK FINE ARTS ASSOCIATION**

This Addendum to the Lease Agreement (the "Addendum") is made this 13th 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" or "Lessor") and the Swartz Creek Fine Arts Association Inc., a Michigan non-profit corporation, with principal offices at 8099 Civic Drive, P.O. Box 98, Swartz Creek, Michigan 48473 (the "Lessee").

WHEREAS, the City and the Lessee entered into an agreement on August 4, 2004, to lease certain property owned by the City, for the purpose of presenting musical concerts and other functions reasonably related thereto, a copy of the agreement attached hereto; and

WHEREAS, the Lessee has requested relief in the insurance minimums required by the City in the original lease, specifically the \$4,000,000 umbrella policy rider; and

WHEREAS, the City staff and insurance provider has reviewed the request and determined that based on the City's sole position of Lessor of the property, the City's interest and corresponding risk exposure is minimal.

NOW, THEREFORE, the City and the Lessee agree as follows:

1. Section No. 11 language shall be struck and replaced as follows:

11. LIABILITY AND INSURANCE

The Lessor shall not be liable for injury or damage to person or property occurring upon the Property, unless caused by or resulting from the negligence of the Lessor or any of the Lessor's agents, servants, or employees in the operation or maintenance of the Property, it being the specific intent of the Lessee to hold the Lessor harmless from any and all claims arising from the Lessee's operation and maintenance of the Property and/or the improvements thereon. To that end, the Lessee shall obtain and at all times maintain in full force and effect a policy of general public liability insurance covering its use of the Property and naming the Lessor as an additional insured thereon. Said policy shall be in such amount as shall be determined by the Lessor, but in no event less than \$1,000,000 (one-million dollars), and further, shall provide that the Lessor will be given ten (10) days written notice of termination of the policy for any reason. The Lessee shall pay all premiums due thereon.

2. All other sections of this agreement shall remain unchanged and in full force and effect.

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

Further, the Mayor and City Clerk are hereby directed to execute the addendum on behalf of the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**Resolution No. 100913-8F GENESEE VALLEY ROTARY CLUB REQUEST,
PAVILION DEDICATION**

Motion by Councilmember: _____

I Move the City of Swartz Creek allow Pavilion #4 at Elms Road Park to be named posthumously in honor of Ms. Tammy Reaves, past Genesee Valley Rotary Club President and instrumental in the organization and construction of the Community Service Pavilion Dedication Project.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**Resolution No. 100913-8G STREET USAGE PERMIT, ANNUAL SCHOOL
HOMECOMING FOOTBALL PARADE**

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the application of the Swartz Creek Student Council to conduct their annual High School Homecoming Parade on Friday, October 1, 2010, from 4:30 pm to 6:30 pm. Parade route as follows:

- Civic Drive Eastbound to Fortino
- Fortino Eastbound to Morrish
- Morrish Southbound to Miller
- Miller Westbound to Fairchild
- Fairchild Southbound to Ingalls
- Ingalls Westbound into the south lot of Swartz Creek High

Under the direction and control of the office of the Chief of Police and in accordance with the stipulations and conditions set forth in the permit and application.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday August 23, 2010 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 08/23/2010

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

Invocation and Pledge of Allegiance to the Flag.

Councilmembers Present: Abrams, Binder, Hicks, Hurt, Krueger, Shumaker.

Councilmembers Absent: Porath.

Staff Present: City Manager Paul Bueche, City Clerk Juanita Aguilar, Police Chief Rick Clolinger, Assistant City Manager Adam Zettel.

Others Present: Maryanne McCarthy, Tommy Butler, Sharon Shumaker, Ron Schultz, Lou Fleury, Jim Florence.

APPROVAL OF MINUTES

Resolution No. 100823-01

(Carried)

Motion by Councilmember Krueger
Second by Councilmember Binder

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

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

APPROVAL OF AGENDA

Resolution No. 100823-02

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the Agenda, as amended, for the Regular Council Meeting of August 23, 2010 to be circulated and placed on file.

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

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 100823-03

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the City Manager's Report of August 23, 2010, to be circulated and placed on file.

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

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

MEETING OPENED TO THE PUBLIC:

Mary Ann McCarthy, Friends of the Library, wanted to thank the City of Swartz Creek for its generosity in the library enhancement project.

Tommy Butler, 40 Somerset, spoke about the Morrish Road project and stated that a fantastic job was done. Mr. Butler stated that some sort of recognition should be given to the company who did the job.

COUNCIL BUSINESS:

MDOT Jobs Today-Pull Ahead Program, Elms Road Project Contract Addendum

Resolution No. 100823-04

(Carried)

Motion by Councilmember Binder
Second by Councilmember Hicks

WHEREAS, the City of Swartz Creek, in conjunction with the Michigan Department of Transportation, designed, bid and awarded a contract for the re-construction of a section of Elms Road from I-69 to the north City limits, the project being a Traffic Improvement Program project funded by STP and local match funds; and

WHEREAS, a State of Michigan Program titled "Jobs Today Pull Ahead Program" was utilized, the program designed to ease the loss of jobs resulting from a rapidly declining economy; and

WHEREAS, the program pulled projects scheduled for funding in future years to be ahead on a 4% loan from the state, the incentive for the City being a lower local match amount; and

WHEREAS, the Elms Road Reconstruction Project was pulled ahead from a scheduled 2010 FY funding to 2008, the project completed in late 2008, however, the scheduled release of funding from the U.S. F.H.A. was delayed; and

WHEREAS, the Michigan Department of Transportation has elected to waive all interest on the loan after the scheduled date of release of federal funding, being October 1, 2009, and is in need of an addendum to Contract Number STP-0825(013) – 08-8082 to accomplish this.

NOW, THEREFORE, I Move the City of Swartz Creek approve an addendum to its contract with the Michigan Department of Transportation, Contract Number STP-0825(013) – 08-8082, a copy of the addendum attached hereto, the original contract dated April 2, 2008 and approved at a regular meeting of the City Council held on March 24, 2008, and further, direct the Mayor, Richard B. Abrams and City Clerk, Juanita Aguilar to execute the addendum on behalf of the City.

Discussion Took Place.

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

Energy Efficiency and Conservation Block Grant (EECBG)

Resolution No. 100823-05

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Krueger

WHEREAS, the City of Swartz Creek, planned and completed an HVAC project at the public safety building that was partially funded by EECBG funds; and

WHEREAS, the expenditures for the project were substantially less than originally estimated, leaving \$13,927 of unencumbered grant funds; and

WHEREAS, the grant application proposed a match in the amount of \$14,817 that the contract requires be paid and this match amount has not been achieved with only \$3,093.13 spent to date; and

WHEREAS, the State Department Energy, Labor, and Economic Growth notified the City that an additional project may be created to spend these dollars within the grant guidelines and to satisfy the match proposal that the City made; and

WHEREAS, the City of Swartz Creek must spend additional funds in in-kind services or cash contributions to “match” the EECBG award per the original budget in order to be reimbursed fully for work completed to date.

NOW, THEREFORE, the City of Swartz Creek hereby directs staff to pursue options for the expenditure of the remaining \$13,927 on energy related projects.

BE IT FURTHER RESOLVED, the City of Swartz Creek will amend the budgeted local match to reduce this amount by \$5,610.76 to reflect cost savings incurred by administering most of the grant with staff time as opposed to the proposed professional service costs, as well as reductions in the estimated amount of inspection time required.

BE IT FURTHER RESOLVED, the City of Swartz Creek shall budget a total of \$9,206.24 of in kind services (accounting for the \$3,093.12 incurred to date and a reduction of \$5,610.76 as noted), leaving \$6,113.11 in in-kind services or cash contributions in order to match the total project expenditures and receive reimbursement for all work completed.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

Park Fee Waiver Request

Resolution No. 100823-06

(Carried)

Motion by Councilmember Hicks

Second by Councilmember Shumaker

I Move the City of Swartz Creek grant a waiver of fees and approve the use of Elms Road Park Pavilion #4 on Sunday, September 12, 2010, 12:00 Noon to 6:00 PM, for the Swartz Creek branch of the GFWC Women's Club.

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

NO: None. Motion Declared Carried.

Zoning Discussion

(Discussion Topic)

Assistant City Manager Zettel made a brief presentation on zoning and the correlation with medical marijuana. A request has been made to open a dispensary in the City of Swartz Creek.

MEETING OPENED TO THE PUBLIC

Tommy Butler, 40 Somerset, spoke about the medical marijuana issue.

Ron Schultz, 4279 Springbrook, asked if the medical marijuana businesses could be side by side or does there have to be a distance between them. He was advised that there is no regulation on that.

REMARKS BY COUNCILMEMBERS:

Councilmember Krueger thanked Mr. Zettel for his many years of service and all of the work that he has done for the City.

Councilmember Shumaker also thanked Mr. Zettel for his years of service. Mr. Shumaker asked if there was a specific time frame for the work to be done on Jennie Lane.

Councilmember Hicks thanked the City for letting the Women's Club use the park for their annual meeting. Ms. Hicks stated that the pickle ball striping looks good. Ms. Hicks asked if the dead trees in the park were going to be cut down. Mr. Bueche stated that there are many dead trees in the City and that the ones with the greatest potential for damage are being removed first.

Councilmember Binder advised that the Gary R. Binder Memorial Car and Bike Show raised \$1200 to benefit the Swartz Creek Veteran's Memorial.

Councilmember Hurt thanked Mr. Zettel for all of the help he has been to him and the City. Mr. Hurt questioned what kinds of trees were dead in the park. He was advised that they were primarily Ash trees.

Mayor Abrams talked about a possible RV park going in on Seymour Road near the City limits. Mr. Abrams questioned whether any word has been heard from Gaines Township regarding the zoning of such a park. Mr. Bueche stated that he would check into it.

Adjournment

Resolution No. 100823-07

(Carried)

Motion by Councilmember Krueger
Second by Councilmember Shumaker

I Move the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 8:09 p.m.

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

Richard Abrams, Mayor

Juanita Aguilar, City Clerk

**SWARTZ CREEK POLICE DEPARTMENT
MOTOR POOL RENTAL HOURS
AUGUST 2010**

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	16	0	0	0
#05-649	59	0	0	0
#05-346	0	0	4	0
#07-375	79	0	18	0
#05-275	83	3	0	16
#09-401	390	14	0	0
09-169 motorcycle	2	0	9	0
#09-226	85	13	0	0
TOTAL	714	30	31	16

SWARTZ CREEK POLICE DEPT

Total Account Hours Summary Report

From: 08/01/2010 to 08/31/2010

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
ADMINISTRATIVE					
101 301 702.001	SUPERVISOR	179.500	6.000	1,572.500	28.750
101 301 702.002	CLERICAL	147.000	0.000	1,121.000	3.000
PROTECTION					
101 301 702.003	UNIFORMED	578.750	46.500	4,075.000	227.750
101 301 702.004	NON-UNIFORMED	1.500	0.000	20.250	0.000
101 301 702.005	TRAFFIC ENFORCEMENT	224.500	9.250	1,659.750	60.000
COMPLAINTS					
101 301 702.006	INVESTIGATIONS	68.500	3.750	987.250	82.500
101 301 702.007	COURT	0.000	0.000	58.250	35.000
TRAINING					
101 301 702.008	TRAINING	0.000	0.000	12.000	13.500
LEAVE TIME					
101 301 702.010	VACATION	9.000	0.000	437.000	0.000
101 301 702.011	HOLIDAY	20.000	0.000	372.000	0.000
101 301 702.012	PERSONAL LEAVE	92.000	0.000	270.500	0.000
101 301 702.013	FUNERAL LEAVE	16.000	0.000	36.000	0.000
TRACK ADMINISTRATIVE					
101 302 702.001	SUPERVISOR	33.750	0.000	237.250	1.000
101 302 702.002	CLERICAL	21.000	0.000	151.000	0.000
TRACK PROTECTION					
101 302 702.003	UNIFORMED	16.000	0.250	143.000	23.750
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	127.500	3.000	1,043.500	49.000
SCHOOL COMPLAINTS					
101 303 702.006	INVESTIGATIONS	0.500	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	0.000	0.000	101.000	0.000
101 303 702.011	HOLIDAY	0.000	0.000	48.000	0.000
101 303 702.012	PERSONAL LEAVE	24.000	0.000	80.000	0.000
PROTECTION					
101 304 702.003	UNIFORMED	10.000	1.000	42.500	3.750
COMPLAINTS					
101 304 702.006	INVESTIGATION	0.000	0.000	0.500	0.000
TRAINING					
101 304 702.008	TRAINING	12.000	4.000	94.000	4.000
PROTECTION					
265 333 702.004	NON-UNIFORMED	136.000	0.000	1,200.000	45.000
COMPLAINTS					
265 333 702.006	INVESTIGATIONS	0.000	61.500	0.000	251.500
265 333 702.007	COURT	0.000	0.000	0.000	6.000
NON-PRODUCTIVE					
265 333 702.010	VACATION	40.000	0.000	112.000	0.000
265 333 702.011	HOLIDAY	0.000	0.000	56.000	8.000
265 333 702.012	PERSONAL	0.000	0.000	16.000	0.000
265 333 702.013	FUNERAL	0.000	0.000	8.000	0.000
	TOTAL ALL HOURS	1,757.500	135.250	13,989.250	842.500

SWARTZ CREEK POLICE DEPT

Total Function Count
Month Ending: 08/31/2010

Account	Description	MTD Functions	YTD Functions
101 301 001.000	TRAFFIC VIOLATIONS	0	1
101 301 002.000	PARKING VIOLATIONS	3	31
101 301 003.000	VERBAL WARNINGS	88	785
101 301 004.000	WRITTEN WARNINGS	35	234
101 301 005.000	FELONY ARRESTS	8	44
101 301 006.000	MISDEMEANOR ARRESTS	27	195
101 301 007.000	CALLS RECEIVED	284	1893
101 301 008.000	TRAFF INJ ACCIDENTS	3	16
101 301 009.000	PROP DAMAG ACCIDENTS	7	71
101 301 010.000	SERVICE REQUESTS	2	6
101 301 011.000	MEETINGS	0	6
101 301 012.000	CONFERENCES	0	0
101 301 013.000	INITIATED CALLS	630	5535
101 301 014.000	DESK ASSIGNMENTS	190	1263
101 301 015.000	BUSINESS CHECKS	1255	10200
101 301 016.000	VACATION CHECKS	65	3014
101 301 017.000	SUSP PERS CHECKED	55	389
TOTAL FUNCTIONS		2652	23683
101 302 002.000	PARKING VIOLATIONS	0	0
101 302 003.000	VERBAL WARNINGS	0	0
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	8	63
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	1	13
101 302 014.000	DESK ASSIGNMENTS	0	0
101 302 015.000	BUSINESS CHECKS	7	53
101 302 016.000	VACATION CHECKS	0	0
101 302 017.000	SUSP PERS CHECKED	0	0
TOTAL FUNCTIONS		16	138
101 303 002.000	PARKING VIOLATIONS	0	0
101 303 003.000	VERBAL WARNINGS	1	2
101 303 004.000	WRITTEN WARNINGS	0	2
101 303 005.000	FELONY ARRESTS	0	0
101 303 006.000	MISDEMEANOR ARRESTS	0	15
101 303 007.000	CALLS RECEIVED	6	29
101 303 010.000	SERVICE REQUESTS	0	1
101 303 011.000	MEETINGS	19	141
101 303 012.000	CONFERENCES	0	0

Account	Description	MTD Functions	YTD Functions
101 303 013.000	INITIATED CALL	100	853
101 303 014.000	DESK ASSIGNMENTS	1	16
101 303 015.000	BUSINESS CHECKS	0	35
101 303 016.000	VACATION CHECKS	0	0
101 303 017.000	SUS PERS CHECKED	0	13
TOTAL FUNCTIONS		127	1107
101 304 001.000	TRAFFIC VIOLATIONS	0	0
101 304 001.003	DESK ASSIGNMENTS	0	0
101 304 002.000	PARKING VIOLATIONS	0	0
101 304 003.000	VERBAL WARNINGS	0	0
101 304 004.000	WRITTEN WARNINGS	0	0
101 304 005.000	FELONY ARRESTS	0	15
101 304 006.000	MISDEMEANOR ARRESTS	0	0
101 304 007.000	CALLS RECEIVED	8	31
101 304 010.000	SERVICE REQUESTS	0	0
101 304 011.000	MEETINGS	0	0
101 304 012.000	CONFERENCES	0	0
101 304 013.000	INITIATED CALL	3	31
101 304 014.000	DESK ASSIGNMENTS	0	0
101 304 015.000	BUSINESS CHECKS	0	0
101 304 016.000	VACATION CHECKS	0	0
101 304 017.000	SUS PERS CHECKED	0	0
101 304 018.000	BUILDING SEARCHES	2	5
101 304 019.000	VEHICLE SEARCHES	5	30
101 304 020.000	NARCOTIC SEARCHES	1	11
101 304 021.000	CURRENCY SEIZED	1	2
101 304 022.000	FORFEITURES	1	3
101 304 023.000	POSITIVE TRACKS	2	9
101 304 024.000	NEGATIVE TRACKS	2	7
101 304 025.000	AGENCY ASSISTS	5	19
101 304 026.000	DEMONSTRATIONS	0	0
101 304 027.000	AREA SEARCHES	0	1
TOTAL FUNCTIONS		30	164
TOTAL ALL FUNCTIONS		2825	25092

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date
Traffic	All	08/01/2010	08/31/2010

Number	Name	Date	Location	Description	Officer	Fine
T-1168277		08/02/10	MILLER NEAR SEYMOUR	HEADLIGHTS		
T-1168170-A		08/04/10	MILLER NEAR MAYA	SUSP/REVOKED/NEVER APPL.		
T-1168170-B		08/04/10	MILLER NEAR MAYA	NO PROOF INSURANCE/POSSESS		
T-1168171-B		08/04/10	MILLER NEAR BRADY	EXCEEDED POSTED SPEED LIMIT		
T-1168171-C		08/04/10	MILLER NEAR BRADY	NO PROOF INSURANCE/POSSESS		
T-1168278-A		08/04/10	MILLER NEAR MORRISH	FAIL TO SIGN REGISTRATION/NO		
T-1168279		08/04/10	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1168280		08/04/10	MORRISH NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1168281		08/04/10	MORRISH NEAR BRISTOL	NO TAIL/BRAKE LIGHTS		
T-1168282-A		08/04/10	MORRISH NEAR I-69	NO OPS IN POSSESSION		
T-1168282-B		08/04/10	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1168282-C		08/04/10	MORRISH NEAR I-69	NO PROOF INSURANCE/POSSESS		
T-1168283		08/04/10	MORRISH NEAR I-69	FAIL TO SIGN REGISTRATION/NO		
T-1168284-A		08/04/10	MORRISH NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1074459		08/04/10	SEYMOUR NEAR LUEA	EXCEEDED POSTED SPEED LIMIT		
T-1168129		08/04/10	I-69 NEAR MILLER	FAIR TO STOP FOR STOP SIGN		
T-1074460		08/04/10	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1168286-B		08/05/10	MORRISH NEAR BRISTOL	FAIL TO SIGN REGISTRATION/NO		
T-1168289		08/05/10	MORRISH AT I-69	EXCEEDED POSTED SPEED LIMIT		
T-1168288-B		08/05/10	MORRISH NEAR I-69	TINTED WINDOWS/NO WINDSHIEI		
T-1168288-A		08/05/10	MORRISH AT I-69	IMPEDE TRAFFIC		
T-1168288-C		08/05/10	MORRISH NEAR I-69	FAIL TO SIGN REGISTRATION/NO		
T-1168287		08/05/10	MORRISH AT I-69	EXCEEDED POSTED SPEED LIMIT		
T-1168290		08/05/10	MORRISH NEAR I-69	NO OPS IN POSSESSION		
T-1168291		08/05/10	MORRISH AT I-69	FAIL TO SIGN REGISTRATION/NO		
T-1168285-A		08/05/10	I-69 AT RAMP 002C (MILLER EX)	CARELESS DRIVING		
T-1168285-B		08/05/10	I-69 AT RAMP 002C (MILLER EX)	NO PROOF INSURANCE/POSSESS		
T-1168285-C		08/05/10	I-69 AT RAMP 002C (MILLER EX)	NO BUMPER		
T-1074462		08/05/10	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144245-A		08/06/10	MORRISH NEAR GROVE	SUSP/REVOKED/NEVER APPL.		
T-1144245-B		08/06/10	MORRISH NEAR GROVE	NOISY MUFFLER AND/OR EXCESS		
T-1144245-C		08/06/10	MORRISH NEAR GROVE	IMPROPER USE OF REGISTRATIO		
T-1144246-A		08/06/10	MILLER NEAR MORRISH	SUSP/REVOKED/NEVER APPL.		
T-1144246-B		08/06/10	MILLER NEAR MORRISH	DISREGARDED TRAFFIC SIGNAL/!		
T-1168284-B		08/06/10	MORRISH NEAR BRISTOL	FAIL TO SIGN REGISTRATION/NO		
T-1168292		08/06/10	MILLER NEAR SEYMOUR	DEFECTIVE TIRES		
T-1074463		08/06/10	BRISTOL NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1074464-A		08/06/10	MORRISH NEAR I-69	TAIL LIGHTS (DEFECTIVE, IMPRO		
T-1074464-B		08/06/10	MORRISH NEAR I-69	SEAT BELT DRIVER/PASSENGER		
T-1074464-C		08/06/10	MORRISH NEAR I-69	NO PROOF INSURANCE/POSSESS		
T-1074468		08/07/10	MILLER NEAR FAIRCHILD	UNDER 21 UBAL		
T-1074466-A		08/07/10	MILLER NEAR FAIRCHILD	HEADLIGHTS		
T-1074466-B		08/07/10	MILLER NEAR FAIRCHILD	VIOLATION RESTRISTED LICENSE		
T-1168105		08/08/10	MORRISH AT I-69	EXCEEDED POSTED SPEED LIMIT		
T-1168251		08/09/10	MORRISH NEAR FORTINO	EXCEEDED POSTED SPEED LIMIT		
T-1168173-A		08/09/10	I-69 NEAR MORRISH	EXPIRED PLATE		

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	08/01/2010	08/31/2010

Number	Name	Date	Location	Description	Officer	Fine
T-1168173-B		08/09/10	I-69 NEAR MORRISH	NO PROOF INSURANCE/POSSESS		
T-1168173-C		08/09/10	I-69 NEAR MORRISH	NOISY MUFFLER AND/OR EXCESS		
T-1144157		08/10/10	DYE NEAR MILLER	NO PLATE/FAIL TO DISPLAY/EXPI		
T-1144686-A		08/10/10	MILLER AT 2ND	IMPROPER USE OF REGISTRATIO		
T-1144686-B		08/10/10	MILLER AT 2ND	NO PROOF INSURANCE/POSSESS		
T-1144156		08/11/10	MORRISH NEAR CHURCH	NO PLATE/FAIL TO DISPLAY/EXPI		
T-1144687		08/11/10	ELMS NEAR PARKRIDGE	SEAT BELT DRIVER/PASSENGER		
T-1144286		08/12/10	MILLER NEAR FORTINO	IMPROPER LANE USE		
T-1144247		08/12/10	MILLER NEAR FORTINO	NO PROOF INSURANCE/POSSESS		
T-1144249		08/14/10	MORRISH NEAR I-69	NO PLATE/FAIL TO DISPLAY/EXPI		
T-1144250		08/14/10	MILLER NEAR SCHOOL	TAIL LIGHTS (DEFECTIVE, IMPRO		
T-1168106		08/15/10	MILLER NEAR ELMS	DISREGARDED TRAFFIC SIGNAL/A		
T-1144688		08/15/10	ELMS NEAR PARKRIDGE	EXCEEDED POSTED SPEED LIMIT		
T-1144689-A		08/15/10	MILLER NEAR MORRISH	SEAT BELT DRIVER/PASSENGER		
T-1144689-B		08/15/10	MILLER NEAR MORRISH	NO PROOF INSURANCE/POSSESS		
T-1144689-C		08/15/10	MILLER NEAR MORRISH	POSSESSION OF PRESCRIPTION		
T-1168107-A		08/16/10	MORRISH NEAR I-69	NO PLATE/FAIL TO DISPLAY/EXPI		
T-1168107-B		08/16/10	MORRISH NEAR I-69	NO PROOF INSURANCE/POSSESS		
T-1168108		08/17/10	MILLER AT SEYMOUR	SEAT BELT DRIVER/PASSENGER		
T-1074469		08/18/10	ELMS NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1074470		08/18/10	ELMS NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1074471		08/18/10	ELMS NEAR BRISTOL	NO PROOF INSURANCE/POSSESS		
T-1074473		08/18/10	ELMS NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1074472-A		08/19/10	MILLER NEAR BRADY	EXCEEDED POSTED SPEED LIMIT		
T-1074472-B		08/19/10	MILLER NEAR BRADY	NO PROOF INSURANCE/POSSESS		
T-1074474		08/19/10	ELMS NEAR BRISTOL	NO REGISTRATION IN POSSESSIO		
T-1074475		08/20/10	ELMS NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1168109		08/22/10	I-69 NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1168110		08/22/10	MORRISH NEAR APPLE CREEK	EXCEEDED POSTED SPEED LIMIT		
T-1168174-C		08/23/10	MILLER NEAR FAIRCHILD	NO PROOF INSURANCE/POSSESS		
T-1167174-B		08/23/10	MILLER NEAR FAIRCHILD	EXCEEDED POSTED SPEED LIMIT		
T-1168175-A		08/23/10	MORRISH NEAR GROVE	EXPIRED PLATE		
T-1168175-B		08/23/10	MORRISH NEAR GROVE	NO PROOF INSURANCE/POSSESS		
T-1168301		08/23/10	MILLER NEAR FAIRCHILD	EXCEEDED POSTED SPEED LIMIT		
T-1168302		08/23/10	BRISTOL NEAR MORRISH	NO PROOF INSURANCE/POSSESS		
T-1168293		08/23/10	MILLER NEAR ELMS	FAIL TO SIGN REGISTRATION/NO		
T-1168351-A		08/25/10	MILLER, 5499	SUSP/REVOKED/NEVER APPL.		
T-1168351-B		08/25/10	MILLER, 5499	NO PLATE/FAIL TO DISPLAY/EXPI		
T-1168351-C		08/25/10	MILLER, 5499	RIGHT OF WAY AT INTERSECTION		
T-1168130-A		08/25/10	MILLER AT ELMS	NO OPS IN POSSESSION		
T-1168130-B		08/25/10	MILLER AT ELMS	FAIL TO SIGN REGISTRATION/NO		
T-1168326		08/27/10	MILLER NEAR HOLLAND	NO TAIL/BRAKE LIGHTS		
T-1168327-A		08/27/10	MILLER NEAR HOLLAND	SUSP/REVOKED/NEVER APPL.		
T-1168327-B		08/27/10	MILLER NEAR HOLLAND	IMPROPER USE OF REGISTRATIO		
T-1074483		08/28/10	MILLER AT FAIRCHILD	HEADLIGHTS		
T-1074484		08/28/10	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		

Tickets so far: 92	Charges so far: 92	Fines Subtotal: 0.00
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Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date
Traffic	All	08/01/2010	08/31/2010

Number	Name	Date	Location	Description	Officer	Fine
T-1144690		08/28/10	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144691		08/28/10	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1074485		08/28/10	I-69 NEAR MORRISH	NO PROOF INSURANCE/POSSESS		
T-1168111		08/29/10	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1168112		08/30/10	MILLER NEAR 3RD ST	EXCEEDED POSTED SPEED LIMIT		
Tickets Total: 97		Charges Total: 97		Fines Total:		0.00

Uniform Crime Report

Report Criteria:

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

Class	Description	AUG 2009	AUG 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	0	0
1100-8	SEXUAL CONTACT FORCIBLE CSC4	0	0	0
1200-0	ROBBERY	0	0	0
1300-1	NONAGGRAVATED ASSAULT	5	3	36
1300-2	AGGRAVATED/FELONIOUS ASSAULT	1	0	1
1300-3	INTIMIDATION/STALKING	0	4	10
1400-0	ABORTION	0	0	0
2000-0	ARSON	0	0	1
2100-0	EXTORTION	0	0	1
2200-1	BURGLARY - FORCED ENTRY	0	2	27
2200-2	BURGLARY - ENTRY W/OUT FORCE(INTENT	1	2	4
2200-3	BURGLARY - UNLAWFUL ENTRY(NO INTENT	1	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	3	2	20
2300-4	LARCENY - THEFT FROM COIN OPERATED	0	0	0
2300-5	LARCENY - THEFT FROM MOTOR VEHICLE	2	5	44
2300-6	LARCENY - THEFT OF M. VEHICLE PARTS	2	0	3
2300-7	LARCENY - OTHER	3	5	14
2400-1	MOTOR VEHICLE THEFT	0	1	6
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	0	0	7
2600-2	FRAUD - CREDIT CARD/ATM	0	2	4
2600-3	FRAUD - IMPERSONATION	0	0	6
2600-4	FRAUD - WELFARE	0	0	0
2600-5	FRAUD - WIRE	1	0	2
2600-6	FRAUD - BAD CHECKS	2	0	2
2700-0	EMBEZZLEMENT	0	0	2
2800-0	STOLEN PROPERTY	0	0	0

Uniform Crime Report

Report Criteria:

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

Class	Description	AUG 2009	AUG 2010	YR TO DATE
2900-0	DAMAGE TO PROPERTY	2	7	32
3000-1	RETAIL FRAUD - MISREPRESENTATION	0	0	0
3000-2	RETAIL FRAUD - THEFT	0	0	0
3000-3	RETAIL FRAUD - REFUND/EXCHANGE	0	0	0
3500-1	VIOLATION OF CONTROLLED SUBSTANCE	0	2	19
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	0	3	12
4200-0	DRUNKENNESS	0	0	0
4800-0	OBSTRUCTING POLICE	0	0	4
4900-0	ESCAPE/FLIGHT	0	0	0
5000-0	OBSTRUCTING JUSTICE	1	6	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	1	0	0
5300-1	DISORDERLY CONDUCT	0	0	1
5300-2	PUBLIC PEACE - OTHER	0	0	11
5400-1	HIT & RUN MOTOR VEHICLE ACCIDENT	2	0	14
5400-2	OUIL OR OUID	1	0	14
5400-3	DRIVING LAW VIOLATIONS	8	7	49
5500-0	HEALTH AND SAFETY	4	1	15
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	1	2
6300-0	VAGRANCY	0	0	0
7000-0	JUVENILE RUNAWAY	0	0	0
7300-0	MISCELLANEOUS CRIMINAL OFFENSE	1	0	2

Uniform Crime Report

Report Criteria:

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

Class	Description	AUG 2009	AUG 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 TRANSP	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	1	7	69
9300-2	NON-TRAFFIC PDA	5	2	19
9300-3	TRAFFIC VIOLATIONS/CIVIL INFRACTION	0	0	0
9300-4	TOWED VEHICLE	0	8	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	5	7	49
9800-5	ALARMS	0	0	0
9800-6	CIVIL	0	1	12
9800-7	SUSPICIOUS SITUATION	3	3	17
9800-8	LOST AND FOUND PROPERTY	5	1	16
9800-9	OVERDOSE	1	0	1
9900-1	SUICIDE	0	0	5
9900-2	DOA - NATURAL	0	0	1
9900-3	MISSING PERSON	0	0	3
9900-7	SAFEKEEPING	0	0	0
9900-8	DEPARTMENTAL ASSIST	1	2	10
9900-9	GENERAL - NON CRIMINAL	8	13	53

Uniform Crime Report

Report Criteria:

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

Class	Description	AUG 2009	AUG 2010	YR TO DATE
Totals:		70	97	663

Public Works
Monthly Work Orders
09/03/10

Work Order Work Order Status	Location ID	Customer Name Service Address	Date Read Date Comp	Type
BXRP10-0024 COMPLETED	GR10-005187-0000-01	MCKEEVER, LAURIE 5187 GREENLEAF DR	08/02/10 08/04/10	CURB BOX REPAIR
BXRP10-0025	AU10-006295-0000-02	BAC HOME LOAN SERVICING 6295 AUGUSTA ST	08/20/10	CURB BOX REPAIR
CHIP10-0010 COMPLETED	WI20-005065-0000-02	GAINES, LORI S 5065 WINSTON DR	08/25/10 08/25/10	TREE CHIPPING
CKME10-0134 COMPLETED	CT10-003469-0000-02	PHILLIPS, DANIEL 3469 CANTERBURY ST	08/05/10 08/05/10	CHECK METER
CKME10-0135 COMPLETED	SP10-004276-0000-01	CARRIERE, PHILLIP 4276 SPRINGBROOK DR	08/05/10 08/05/10	CHECK METER
CKME10-0136 COMPLETED	MI10-007538-0000-01	CARLOCK, TINA 7538 MILLER RD	08/05/10 08/05/10	CHECK METER
CKME10-0137 COMPLETED	SP10-004444-0000-02	MACIAK, PATRICIA 4444 SPRINGBROOK DR	08/06/10 08/06/10	CHECK METER
CKME10-0138 COMPLETED	CH40-004287-0000-01	DELMORONE, NORA 4287 CHAPEL LN	08/16/10 08/16/10	CHECK METER
CKME10-0139	CC10-005930-0000-02	MUELLER, MARYETTA W 5930 CROSSCREEK DR	08/09/10	CHECK METER
CKME10-0140 COMPLETED	SE20-005145-0000-01	HORTON, SHIRLEY 5145 SEYMOUR RD	08/16/10 08/16/10	CHECK METER
CKME10-0141	EL10-004015-0000-01	CAUDLE, DAVID J 4015 ELMS RD	08/10/10	CHECK METER
CKME10-0143 CANCELLED	JE10-004107-0000-01	WURTZ, SALLY 4107 JENNIE LN	08/26/10	CHECK METER
CKME10-0144 COMPLETED	BR20-006257-0000-01	OBRIEN-STEFFEN, MAUREEN 6257 BRISTOL RD	08/27/10 08/27/10	CHECK METER
ELEC10-0015 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/02/10 08/03/10	ELEC SETUP/TAKEDO
ELEC10-0016 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/04/10 08/04/10	ELEC SETUP/TAKEDO
FLAG10-0030 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/19/10 08/20/10	LOWER/RAISE FLAG
FLAG10-0031 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/31/10 09/01/10	LOWER/RAISE FLAG
FNRD10-0224 COMPLETED	AU10-006295-0000-02	BAC HOME LOAN SERVICING 6295 AUGUSTA ST	08/06/10 08/06/10	FINAL READ
FNRD10-0225 COMPLETED	CH20-008499-0000-01	FOWLER, DAVID 8499 CHESTERFIELD DR	08/06/10 08/06/10	FINAL READ
FNRD10-0226 COMPLETED	HI20-004203-0000-02	RHEA, JARED 4203 HICKORY LN	08/24/10 08/24/10	FINAL READ

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
FNRD10-0227 COMPLETED	DU10-005282-0000-02	BAC HOME LOAN SERVICING 5282 DURWOOD DR	08/13/10 08/13/10	FINAL READ
FNRD10-0228 COMPLETED	BI20-004196-0000-02	MCCORMICK JR, GERALD & DEBOR 4196 BIRCH LN	08/25/10 08/25/10	FINAL READ
FNRD10-0229 COMPLETED	LO10-004196-0000-02	MARSCHALL, HEATHER 4196 LOCUST LN	08/30/10 08/30/10	FINAL READ
FNRD10-0230 CANCELLED	LO10-004196-0000-02	MARSCHALL, HEATHER 4196 LOCUST LN	08/30/10 08/20/10	FINAL READ
FNRD10-0231 CANCELLED	HA20-000088-0000-02	HETTICH, CATHERINE 88 HAMILTON DR	08/25/10 08/27/10	FINAL READ
GWO10-0159 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	08/16/10 08/17/10	GENERIC WORK ORDE
GWO10-0161 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/24/10 08/24/10	GENERIC WORK ORDE
GWO10-0162 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	08/26/10 08/27/10	GENERIC WORK ORDE
GWO10-0163 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	08/31/10 08/31/10	GENERIC WORK ORDE
LNDS10-0058 COMPLETED	HO10-005012-0000-01	FEDEK ENTERPRISES 5012 HOLLAND DR	08/18/10 08/18/10	LANDSCAPING
READ10-0140 COMPLETED	HA20-000093-0000-03	SIPES, BRIAN 93 HAMILTON DR	08/05/10 08/05/10	READ METER
READ10-0141	SP10-004276-0000-01	CARRIERE, PHILLIP 4276 SPRINGBROOK DR	08/12/10	READ METER
READ10-0142	CT10-003469-0000-02	PHILLIPS, DANIEL 3469 CANTERBURY ST	08/12/10	READ METER
READ10-0143 COMPLETED	SP10-004409-0000-01	HUDAK, CONNIE 4409 SPRINGBROOK DR	08/16/10 08/17/10	READ METER
READ10-0144 COMPLETED	BR20-006159-0000-02	HAVRILCSAK, GENEVEVE 6159 BRISTOL RD	08/16/10 08/17/10	READ METER
READ10-0145 COMPLETED	AS10-000138-0000-03	TILSON, LAURA 138 ASHLEY CIR	08/26/10 08/27/10	READ METER
REPL10-0012 COMPLETED	SE20-004373-0000-01	SWARTZ CREEK ESTATES 4373 SEYMOUR RD	08/19/10 08/19/10	METER REPLACEMENT
REPL10-0013 COMPLETED	OA10-005300-0000-01	SWARTZ CREEK SCHOOLS SYRING 5300 OAKVIEW DR	08/19/10 08/19/10	METER REPLACEMENT
SPR-000004 COMPLETED	MY10-004340-0000-02	MARSH, DANIEL 4340 MAYA LN	08/02/10 08/03/10	SPRINKLER METER
SPR-000005	YO10-009182-0000-01	WILLIAMS, GARRY 9182 YOUNG DR	08/18/10	SPRINKLER METER
WOFF10-0000 COMPLETED	CH30-007551-0000-01	WINGERT, DIANN 7551 CHURCH ST	08/23/10 08/23/10	WATER TURN OFF
WOFF10-0348	EL10-004301-0000-01	URECHE ENTERPRISES INC	08/02/10	WATER TURN OFF

Work Order	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		4301 ELMS RD	08/03/10	
WOFF10-0349	MI10-007029-0000-03	GAMEL, JENNIFER/CARR, JOSHUA	08/03/10	WATER TURN OFF
COMPLETED		7029 MILLER RD	08/04/10	
WOFF10-0350	TH10-005029-0000-01	CARR, RONALD	08/03/10	WATER TURN OFF
COMPLETED		5029 THIRD ST	08/04/10	
WOFF10-0351	EL20-007510-0000-04	GREEN, BRUCE	08/03/10	WATER TURN OFF
COMPLETED		7510 ELIZABETH CT	08/04/10	
WOFF10-0352	IN10-008211-0000-02	BANKS, ANGELA	08/05/10	WATER TURN OFF
CANCELLED		8211 INGALLS ST	08/05/10	
WOFF10-0353	CH20-008499-0000-01	FOWLER, DAVID	08/09/10	WATER TURN OFF
COMPLETED		8499 CHESTERFIELD DR	08/10/10	
WOFF10-0354	AU10-006295-0000-02	BAC HOME LOAN SERVICING	08/19/10	WATER TURN OFF
COMPLETED		6295 AUGUSTA ST	08/20/10	
WOFF10-0356	OA10-005239-0000-02	DALTON, TARA	08/27/10	WATER TURN OFF
COMPLETED		5239 OAKVIEW DR	08/27/10	
WTON10-0284	MI10-007029-0000-03	GAMEL, JENNIFER/CARR, JOSHUA	08/04/10	WATER TURN ON
COMPLETED		7029 MILLER RD	08/04/10	
WTON10-0285	CH20-008499-0000-01	FOWLER, DAVID	08/11/10	WATER TURN ON
COMPLETED		8499 CHESTERFIELD DR	08/11/10	
WTON10-0286	MI10-007317-0000-02	STURGEON, GREGORY M	08/13/10	WATER TURN ON
COMPLETED		7317 MILLER RD	08/13/10	
WTON10-0288	SE10-005028-0000-03	WELLS-FARGO	08/23/10	WATER TURN ON
COMPLETED		5028 SECOND ST	08/23/10	

Total Records: 53

DPS ACTIVITY - AUGUST 2010

	<u>REG</u>	<u>HOL</u>	<u>VAC</u>	<u>ABSENT</u>	<u>OT</u>	<u>DT</u>
101 GENERAL FUND						
262.0 ELECTIONS	9.00		0.74			
781.0 AMPHI-PARK						
782.0 WINSHALL PARK	1.00		0.05			
783.0 ELMS PARK	39.00	0.44	4.23	0.05		
784.0 BICENT. PARK						
790.0 LIBRARY/SENIOR	44.00	0.15	3.28	0.02		
792.0 P S BLDG	7.00		0.37			
793.0 CITY HALL	2.00	0.04	0.11			
794.0 COMM PROMO	5.00		0.27		5.00	
796.0 CEMETERY						
202 MAJOR STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	9.00	0.29	1.00	0.04		
474.0 TRAFFIC					2.00	
478.0 SNOW & ICE						
482.0 ADMIN	4.07			0.33		
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	18.00	0.44	1.29	0.05		
474.0 TRAFFIC						
478.0 SNOW & ICE						
482.0 ADMIN	4.07			0.33		
226 GARBAGE FUND						
441.0 PARK & RIDE GARBAGE						
528.0 COLLECT	14.00		1.54			
530.0 WOODCHIPPING	86.40	2.04	7.28	0.85		
782.0 WINSHALL PARK GARBAGE	30.00	0.44	2.08	0.05	4.00	4.00
783.0 ELMS PARK GARBAGE	34.00	0.29	2.06	0.04	4.00	4.00
793.0 CITY HALL	2.00	0.04	0.11			
590 WATER						
540.0 WATER SYSTEM	100.23	1.16	3.43	0.15		
540.0 WATER-ON CALL	3.00		0.26	5.37		
542.0 READ & BILL	83.00	2.29	6.05	0.31		
793.0 CITY HALL	2.00	0.04	0.11			
591 SEWER						
536.0 SEWER SYSTEM	73.23	0.15	0.50	5.39		
536.0 SEWER-ON CALL	3.00		0.26			
537.0 LIFT STATION	8.00	0.15	0.55	0.02		
542.0 READ & BILL						
793.0 CITY HALL	2.00	0.04	0.11			
661 MOTOR POOL FUND						
795.0 CITY GARAGE	6.00		0.32			
	589.00	8.00	36.00	13.00	15.00	8.00
HOLIDAY						
VACATION						
ABSENT						
DAILY HOURS TOTAL	589.00	8.00	36.00	13.00	15.00	8.00

August 2010	MILES DRIVEN	GALLONS GAS PURCHASED	GALLONS DIESEL PURCHASED
<u>#1 P/U 4WD</u>			
<u>#3 P/U 4WD</u>	436	55	
<u>07-03 P/U 4WD</u>	9		
<u>09-03 P/U 4WD</u>	289		28
<u>#2 P/U 2WD</u>	567	50	
<u>#6-00 BACKHOE</u>			
<u>#9 DUMP</u>			
<u>#10 DUMP</u>			
<u>#11 DUMP</u>	103	20	
<u>#12-02 DUMP</u>			
<u>#12-04 DUMP</u>	4		
<u>#12-99 GENERATOR</u>			
<u>#9-02 BRUSH HOG</u>			
<u>#17 CASE BACKHOE</u>			
<u>#19 JD TRACTOR</u>			
<u>#06-99 BUCKET TRUCK</u>	47		
<u>#21 WOOD CHIPPER</u>			16
<u>#807 STREET SWEEPER</u>	55		34
<u>#42 ASPHALT HEATER</u>			
<u>#37 TRAIL ARROW</u>			
<u>#10-98 3" PUMP</u>			
<u>#28A 3" PUMP</u>			
<u>3" PUMP</u>			
<u>#30 4" PUMP</u>			
<u>#31 4" PUMP</u>			
<u>#32 4" PUMP</u>			
<u>1" PUMP</u>			
<u>S-10</u>	457	29	
<u>TOTAL</u>	<u>1967</u>	<u>153</u>	<u>78</u>

09/01/2010

CHECK REGISTER FOR CITY OF SWARTZ CREEK

CHECK DATE FROM 08/01/2010 - 08/31/2010

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
08/03/2010	33808	U. S. POST OFFICE	POSTAGE FOR AUG 2010 UB BILLING	572.32
08/05/2010	33809	ADVANCE GLOVE AND SAFETY CO	SWEAT BAND DRY BROW QTY 50	0.00 V
08/05/2010	33810	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV. MATS, SUPPLIES	0.00 V 0.00 V
08/05/2010	33811	BASIC	COPAY/OFF VST ESKEW/SVRCEK/AGUILR/NICHLS	0.00 V
08/05/2010	33812	BRADYS BUSINESS SYSTEMS	COPY MACHINE MAINT AGREEMNT 7/15-8/15/10	0.00 V
08/05/2010	33813	BS & A SOFTWARE	ANNUAL SUPPORT ASSESSING 8/1/10-8/1/11	0.00 V
08/05/2010	33814	CITY OF OWOSSO	FIRE HOUSE - CAMP 911	0.00 V
08/05/2010	33815	CITY OF SWARTZ CREEK	REIMB PETTY CASH	0.00 V
08/05/2010	33816	CREEK AUTO SERVICES LLC	LOF MONTHLY MAINT 05-275 LOF MONTHLY MAINT 07-375 LOF MONTHLY MAINT/REAR BRAKES 09-401 ABS CONTROL MOD, MONTHLY MAIN 05-275 MONTHLY MAINT. 09-226 FRONT & REAR BRAKES/MONTHLY MAINT 07-375 SPARK PLUGS 07-375	0.00 V 0.00 V 0.00 V 0.00 V 0.00 V 0.00 V 0.00 V 0.00 V
08/05/2010	33817	GILL ROYS HARDWARE	3 PK MOUSE KILLER (2) THREADED TUBE FOR SINK/WINSHALL PARK NUTS/BLTS/SCRW/AUTO WSH/ENG CLNR/AER LUB BATTERIES DPS SUPP/NUTS/BOLTS/SCREWS CLEANING SUPPLIES FOR OFFICE MOP HEAD DEHUMIDIFIER FOR OFFICE JULY 2010 DISCOUNT	0.00 V 0.00 V 0.00 V 0.00 V 0.00 V 0.00 V 0.00 V 0.00 V 0.00 V 0.00 V
08/05/2010	33818	GOV'T FINANCE OFFICERS ASSOC.	MBRSHR RENEWAL/CLARK 10/1/10-9/30/11	0.00 V
08/05/2010	33819	JUANITA AGUILAR	MILEAGE/BAL DUE ADVANCE ELEC SUPP & FOOD	0.00 V
08/05/2010	33820	LETAVIS ENTERPRISES INC.	36 VEH WASHES MAY & JUNE 2010	0.00 V
08/05/2010	33821	MICHIGAN PIPE AND VALVE	CURB BOXES/REDUCER	0.00 V
08/05/2010	33822	MIKES SERVICES	MOW & TRIM 7/6/10 CITY PROPERTIES MOW & TRIM 7/7/10 CITY PROPERTIES MOW & TRIM 7/8/10 CITY PROPERTIES MOW & TRIM 7/15/10 CITY PROPERTIES MOW 7 TRIM 7/19/10 CITY PROPERTIES	0.00 V 0.00 V 0.00 V 0.00 V 0.00 V

			MOW & TRIM 7/20/10 9214 JILL MARIE	0.00	V
			MOW & TRIM 7/20/10 7317 MILLER	0.00	V
			MOW & TRIM 7/20/10 7026 MILLER	0.00	V
			MOW & TRIM 7/20/10 6025 MILLER	0.00	V
			MOW & TRIM 7/20/10 5323 MILLER	0.00	V
			MOW & TRIM 7/29/10 CITY PROPERTIES	0.00	V
			MOW & TRIM 7/29/10 5401 GREENLEAF	0.00	V
			MOW & TRIM 7/20/10 CITY PROPERTIES	0.00	V
				0.00	
08/05/2010	33823	STATE OF MICHIGAN	LEIN AGNCY FEE 10/1/09-9/30/10 OFFICER 7	0.00	V
08/05/2010	33824	SUBURBAN AUTO SUPPLY	BATTERY BOOSTER	0.00	V
08/05/2010	33825	SWANK MOTION PICTURE INC.	MOVIE NIGHT 8/6/10 SHREK THE THIRD	0.00	V
08/05/2010	33826	VALLEY PETROLEUM	JULY 10 FUEL USAGE - DPW	0.00	V
08/05/2010	33827	VALLEY PETROLEUM	JULY 10 FUEL USAGE - POLICE	0.00	V
08/05/2010	33828	ADVANCE GLOVE AND SAFETY CO	SWEAT BAND DRY BROW QTY 50	15.00	
08/05/2010	33829	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	72.90	
			MATS, SUPPLIES	27.00	
				<u>99.90</u>	
08/05/2010	33830	BASIC	COPAY/OFF VST ESKEW/SVRCEK/AGUILR/NICHLS	170.03	
08/05/2010	33831	BRADYS BUSINESS SYSTEMS	COPY MACHINE MAINT AGREEMNT 7/15-8/15/10	53.80	
08/05/2010	33832	BS & A SOFTWARE	ANNUAL SUPPORT ASSESSING 8/1/10-8/1/11	1,065.00	
08/05/2010	33833	CITY OF OWOSSO	FIRE HOUSE - CAMP 911	25.00	
08/05/2010	33834	CITY OF SWARTZ CREEK	REIMB PETTY CASH	97.14	
08/05/2010	33835	CREEK AUTO SERVICES LLC	LOF MONTHLY MAINT 05-275	28.95	
			LOF MONTHLY MAINT 07-375	28.95	
			LOF MONTHLY MAINT/REAR BRAKES 09-401	181.45	
			ABS CONTROL MOD, MONTHLY MAIN 05-275	891.43	
			MONTHLY MAINT. 09-226	28.95	
			FRONT & REAR BRAKES/MONTHLY MAINT 07-375	329.40	
			SPARK PLUGS 07-375	258.60	
				<u>1,747.73</u>	
08/05/2010	33836	GILL ROYS HARDWARE	3 PK MOUSE KILLER (2)	5.98	
			THREADED TUBE FOR SINK/WINSHALL PARK	5.49	
			NUTS/BLTS/SCRW/AUTO WSH/ENG CLNR/AER LUB	30.13	
			BATTERIES	3.89	

			DPS SUPP/NUTS/BOLTS/SCREWS	32.70
			CLEANING SUPPLIES FOR OFFICE	19.75
			MOP HEAD	10.99
			DEHUMIDIFIER FOR OFFICE	239.88
			JULY 2010 DISCOUNT	(5.94)
				<u>342.87</u>
08/05/2010	33837	GOV'T FINANCE OFFICERS ASSOC.	MBRSHR RENEWAL/CLARK 10/1/10-9/30/11	170.00
08/05/2010	33838	JUANITA AGUILAR	MILEAGE/BAL DUE ADVANCE ELEC SUPP & FOOD	14.92
08/05/2010	33839	LETAVIS ENTERPRISES INC.	36 VEH WASHES MAY & JUNE 2010	243.00
08/05/2010	33840	MICHIGAN PIPE AND VALVE	CURB BOXES/REDUCER	259.38
08/05/2010	33841	MIKES SERVICES	MOW & TRIM 7/6/10 CITY PROPERTIES	295.00
			MOW & TRIM 7/7/10 CITY PROPERTIES	325.00
			MOW & TRIM 7/8/10 CITY PROPERTIES	135.00
			MOW & TRIM 7/15/10 CITY PROPERTIES	185.00
			MOW 7 TRIM 7/19/10 CITY PROPERTIES	230.00
			MOW & TRIM 7/20/10 9214 JILL MARIE	45.00
			MOW & TRIM 7/20/10 7317 MILLER	45.00
			MOW & TRIM 7/20/10 7026 MILLER	45.00
			MOW & TRIM 7/20/10 6025 MILLER	45.00
			MOW & TRIM 7/20/10 5323 MILLER	45.00
			MOW & TRIM 7/29/10 CITY PROPERTIES	185.00
			MOW & TRIM 7/29/10 5401 GREENLEAF	45.00
			MOW & TRIM 7/20/10 CITY PROPERTIES	525.00
				<u>2,150.00</u>
08/05/2010	33842	STATE OF MICHIGAN	LEIN AGENCY FEE 10/1/09-9/30/10 OFFICER 7	600.00
08/05/2010	33843	SUBURBAN AUTO SUPPLY	BATTERY BOOSTER	177.38
08/05/2010	33844	SWANK MOTION PICTURE INC.	MOVIE NIGHT 8/6/10 SHREK THE THIRD	271.00
08/05/2010	33845	VALLEY PETROLEUM	JULY 10 FUEL USAGE - DPW	595.60
08/05/2010	33846	VALLEY PETROLEUM	JULY 10 FUEL USAGE - POLICE	1,491.56
08/12/2010	33847	AMERICAN MESSAGING	AUG 10 810-833-2563/810-833-1159	19.57
08/12/2010	33848	AMERICAN WATER WORKS ASSOC	ANNUAL MEMBERSHIP RENEWAL/SVRCEK	165.00
08/12/2010	33849	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	72.19
			MATS, SUPPLIES	26.94
				<u>99.13</u>

08/12/2010	33850	CITY OF SWARTZ CREEK	4/20-7/20/10 UB 4125 ELMS	114.83
			4/20-7/20/10 UB 5121 MORRISH	83.61
			4/20-7/20/10 UB 5363 WINSHALL	81.90
			4/20-7/20/10 UB 8059 FORTINO	494.22
			4/20-7/20/10 UB 8100 CIVIC	313.45
			4/20-7/20/10 UB 8095 CIVIC	203.12
			4/20-7/20/10 UB 8083 CIVIC	406.12
				<u>1,697.25</u>
08/12/2010	33851	CONSUMERS ENERGY	7/1-7/31/10 4524 MORRISH RD	45.49
08/12/2010	33852	CONSUMERS ENERGY	7/3-7/30/10 A 5121 MORRISH RD	209.22
08/12/2010	33853	CONSUMERS ENERGY	7/2-8/3/10 A 5257 WINSHALL DR	19.66
08/12/2010	33854	CONSUMERS ENERGY	7/2-8/3/10 A WINSHALL RESTROOMS	37.96
08/12/2010	33855	CONSUMERS ENERGY	7/3-7/30/10 A 8011 MILLER RD	19.66
08/12/2010	33856	CONSUMERS ENERGY	7/3-7/30/10 A 8059 FORTINO DR	52.77
08/12/2010	33857	CONSUMERS ENERGY	7/3-7/30/10 A 8083 CIVIC DR	1,052.05
08/12/2010	33858	CONSUMERS ENERGY	7/3-7/30/10 A 8095 CIVIC DR	933.18
08/12/2010	33859	CONSUMERS ENERGY	7/3-7/30/10 A 8100 CIVIC DR	938.36
08/12/2010	33860	CONSUMERS ENERGY	7/3-8/2/10 A 8301 CAPPY LN	260.39
08/12/2010	33861	CONSUMERS ENERGY	7/1-7/30/10 A 8499 MILLER RD	18.14
08/12/2010	33862	CONSUMERS ENERGY	7/1-7/31/10 ELMS PARKING LOT	30.98
08/12/2010	33863	CONSUMERS ENERGY	7/1-7/31/10 STREET LIGHTS	10,594.47
08/12/2010	33864	CONSUMERS ENERGY	7/1-7/31/10 TRAFFIC LIGHTS	412.44
08/12/2010	33865	CONSUMERS ENERGY	7/1-7/31/10 SIRENS	25.42
08/12/2010	33866	CONSUMERS ENERGY	7/2-8/3/10 A 5361 WINSHALL DR	19.66
08/12/2010	33867	CONSUMERS ENERGY	7/2-8/2/10 ADJ 9099 MILLER RD	19.66
08/12/2010	33868	CONSUMERS ENERGY	7/7-8/3/10 A 4125 ELMS RD PAVILION	23.50
08/12/2010	33869	CONSUMERS ENERGY	7/7-8/3/10 E 4125 ELMS RD	37.97
08/12/2010	33870	CONSUMERS ENERGY	7/6-8/3/10 A 6425 MILLER RD PARK & RIDE	53.75
08/12/2010	33871	FICK EXCAVATING INC.	3 YARDS TOPSOIL	60.00
08/12/2010	33872	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
08/12/2010	33873	FUNASTIC INFLATABLES	ENTERTAINMNT FAMILY MOVIE NIGHT 7/23/10	100.00
08/12/2010	33874	GEN CTY ROAD COMMISSION	RAUBINGER ROAD BRIDGE REPLACEMENT	8,944.20
08/12/2010	33875	MIKE & SON ASPHALT INC	WORK ON JENNIE LANE	110,233.25
08/12/2010	33876	MITCHELL TREE REMOVAL	DEAD ASH TREE REMOVAL (10) ELMS PARK	1,400.00
08/12/2010	33877	RIO SUPPLY MICHIGAN METER INC	WATER METER REGISTERS	725.86
08/12/2010	33878	RWS OF MID MICHIGAN	GARBAGE/RECYCLING/YARD WASTE FY11	19,695.68
08/12/2010	33879	SIMEN FIGURA & PARKER PLC	JULY 2010 GENERAL/TRAFFIC/ORDIN	1,979.00
08/12/2010	33880	SWARTZ CREEK AREA FIRE DEPT.	JULY 10 MONTHLY RUNS	3,544.70
08/12/2010	33881	U. S. POST OFFICE	ADVANCE 500 #10 PREPAID POSTAGE ENVELOPE	270.00
08/12/2010	33882	UNEMPLOYMENT INSURANCE AGENCY	BENEFIT CHARGES FOR PERIOD END 12/31/09	5,141.00
08/16/2010	33883	MICHIGAN SECTION-AWWA	DIST SYS COURS 9/13-9/15/10 SVRCK/SNDFRD	650.00

08/16/2010	33884	DONALD KORTH	ADVANCE FOR 4 LAPTOPS COUNCIL \$459.25 EA	1,837.00
08/19/2010	33885	A+ SUPPLY CO INC	BALLAST/LIGHT BULBS FOR LIBRARY	261.60
08/19/2010	33886	AMERAPLAN INC	BILLING FOR SEPT 2010	271.20
08/19/2010	33887	ARCHIE SCHOLL	TAX OVRPMT SU 10 7538 MILLER	22.13
08/19/2010	33888	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	72.19
			MATS, SUPPLIES	<u>26.94</u>
				99.13
08/19/2010	33889	CONSUMERS ENERGY	ANNUAL PROP RENTAL/FLINT TWP 2011	25.00
08/19/2010	33890	GEN CTY ROAD COMMISSION	JULY 10 S-MTCE & OPERATIONS	1,019.27
08/19/2010	33891	GUNTHERS LOCKSMITH SERVICE	REPAIR FRONT DOOR/CITY HALL	90.00
			ADJUST/TIGHTEN HANDLE WITH LOCK/LIBRARY	<u>50.00</u>
				140.00
08/19/2010	33892	LBOE COMPANY	DDA FARMERS MKT/ICE CREAM SOCIAL 7/25/10	500.00
08/19/2010	33893	LIGHTHOUSE TITLE INC	TAX OVRPMT SU 10 5354 DON SHENK	28.99
08/19/2010	33894	NEXTEL COMMUNICATIONS	JULY 10 7/7-8/6/10 MONTHLY BILL	471.27
08/19/2010	33895	PITNEY BOWES INC.	RENTAL CHARGES 5/30-8/30/10	150.00
08/19/2010	33896	ROLAND HARMER	TAX OVRPMT SU 10 109 ASHLEY CIR	19.39
08/19/2010	33897	RON SCHULTZ	PARTS FOR LIGHTS	25.00
08/19/2010	33898	SCHAEFER'S OFFICE SOURCE	TOWELS/TISSUE/GARGABE LINERS	197.71
08/19/2010	33899	STATE OF MICHIGAN DEPT TRANS	LOCAL PROGRESS BILL #2 MORRISH NORTH	239,388.44
08/19/2010	33900	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	128.00
08/19/2010	33901	SWANK MOTION PICTURE INC.	MOVIE NIGHT 8/20/10 WHERE WILD THNGS ARE	321.00
08/19/2010	33902	UNUM LIFE INSURANCE	SEPT 10 LIFE INS SHANNON/SNELL	12.05
08/26/2010	33903	ARROW UNIFORM RENTAL	MATS, SUPPLIES	26.94
			UNIFORMS, MATS, SUPPLIES, ENV.	<u>84.76</u>
				111.70
08/26/2010	33904	BASIC	COPAY/OFFICE VISIT KORTH/AGUILAR	182.00
08/26/2010	33905	BLUE CARE NETWORK-EAST MI	SEPT 10 RETIREE MEDICAL INSURANCE KELLY	442.36
			SEPT 10 RETIREE MED INS PETRUCHA	1,017.42
			SEPT 10 RETIREE MED INS TYLER	442.36
			SEPT 10 RETIREE MED INS PIROCHTA	1,017.42
			AUG 10 ADJ RETIREE MED INS PIROCHTA	<u>175.58</u>

				3,095.14
08/26/2010	33906	BLUMERICH COMMUNICATIONS	RADIO REPAIR SER #721CEY9824	60.00
08/26/2010	33907	BRADYS BUSINESS SYSTEMS	COPY MACHINE MAINT AGREEMNT 8/15-9/15/10	48.40
08/26/2010	33908	COMCAST BUSINESS	8/26-9/25/10 CITY HALL	268.80
08/26/2010	33909	CREEK AUTO SERVICES LLC	LOF MONTHLY MAINT 09-401	28.95
			FUEL PUMP 09-401	<u>429.99</u>
				458.94
08/26/2010	33910	DELTA DENTAL PLAN	SEPT 10 DENTAL - RETIREES (4)	249.50
08/26/2010	33911	DELTA VISION	SEPT 10 VISION - RETIREES (4)	21.30
08/26/2010	33912	FLINT JOURNAL	FARMERS MARKET AD	72.00
			FARMERS MARKET AD	72.00
			FARMERS MARKET AD	<u>67.32</u>
				211.32
08/26/2010	33913	FRONTIER	8/13-9/12/10 635-4495	85.12
08/26/2010	33914	FUNTASTIC INFLATABLES	BOUNCE HOUSE FOR ICE CREAM SOC 7/25/10	100.00
			BOUNCE HOUSE FAMILY MOVIE NIGHT 8/6/10	<u>100.00</u>
				200.00
08/26/2010	33915	GEN CTY ROAD COMMISSION	SIGNAL MILLER @ FAIRCHILD	37.45
08/26/2010	33916	GENESEE CTY DRAIN COMMISSIONER	SEWER MAY-JULY 2010	143,238.63
08/26/2010	33917	GENESEE CTY DRAIN COMMISSIONER	JULY 10 COMM/READY TO SERVE	72,911.66
08/26/2010	33918	GUNTHERS LOCKSMITH SERVICE	REPAIR FRONT ENTRANCE DOOR	195.00
08/26/2010	33919	KENDALL PRINTING	RETURN ADDRESS PRINTING POSTAGE ENVELOPE	55.00
08/26/2010	33920	LANDMARK APPRAISAL CO	ASSESSOR SERVICES NOV 1, 2009-OCT 31, 20	2,233.33
08/26/2010	33921	MICHAEL R SHUMAKER	JULY-AUG 2010 HEALTH CARE REIM	458.00
08/26/2010	33922	SIBYL HARTLEY	RECIEPT BOOKS	120.00
08/26/2010	33923	SOUPAL CLEANERS	JULY 2010 UNIFORM DRY CLEANING	133.25
08/26/2010	33924	UPS	UPS SHIPPING	24.07
08/26/2010	33925	WALDORF AND SONS INC	INSTALLED 40 GAL WATER HTR/CITY HALL	585.00
08/26/2010	33926	WINDER POLICE EQUIPMENT	4 - BATTERY STICKS FLASHLIGHTS	<u>158.39</u>
GEN TOTAL of 100 Non-Void Checks: (19 Checks Voided)				<u>649,755.18</u>



ROWE PROFESSIONAL SERVICES COMPANY

*Large Firm Resources. Personal Attention.*sm

September 7, 2010

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

RE: Design Engineering Proposal
Miller Road Improvements

Dear Mr. Bueche:

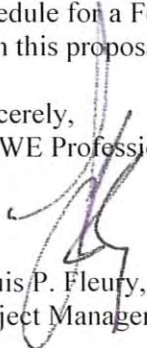
ROWE Professional Services Company is pleased to provide the City of Swartz Creek with a design engineering proposal for the Miller Road Improvement Project. Construction will involve concrete pavement repairs along the Miller Road corridor between Elms Road and Tallmadge Court.

This project will receive \$338,997 in Federal funding allocated through the Genesee County Metropolitan Planning Organization. The local match for the overall project is estimated at \$160,000.

Our fee for providing this service is \$27,684. Attached is a design engineering cost breakdown and list of services ROWE will provide for the required field work, plans, specifications, cost estimate, and related items up to the bidding phase. The plans, specifications, and estimate will be compiled by ROWE for submittal to MDOT for bidding. Items not included in this proposal are contract administration, construction observation, construction staking, permit fees and easement acquisition.

If approved to proceed at the first council meeting of September 2010, we will strive to submit the Grade Inspection package (90% complete) by early October, 2010, which would put the project on the MDOT schedule for a February, 2011 bid opening. Once again, thank you for the opportunity to provide the City with this proposal. Should you have any questions please feel free to contact me.

Sincerely,
ROWE Professional Services Company


Louis P. Fleury, PE
Project Manager

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City of Swartz Creek
Miller Road Improvement Project
 Design Engineering Estimate
 September 7, 2010

A. Cost Breakdown

1. Field Work

Topographical Survey	25 hours @ \$145/hour	\$ 3,625
Research	11 hours @ \$ 95/hour	\$ 1,045
CAD	7 hours @ \$ 82/hour	\$ 574
<i>Design Field Work Subtotal</i>		<i>\$ 5,244</i>

2. Plans, Specifications and Estimate (P, S & E)

Project Manager	20 hours @ \$116/hour	\$ 2,320
Project Engineer	80 hours @ \$ 99/hour	\$ 7,920
Designer	120 hours @ \$ 85/hour	\$ 10,200
Soil Borings	1 Lsum	\$ 2,000
<i>P, S & E Subtotal</i>		<i>\$ 22,440</i>
Design Total		\$ 27,684

B. Design Services

1. Attend City Council meetings to answer questions and report on the status of the project.
2. Conduct a topographic field survey mapping all of the existing features within the proposed project limits and obtain soil borings depicting the existing road cross section.
3. Collect and add records of utilities from other agencies (gas, telephone, etc.) to the base maps. The existing road right of way will also be added to the base maps.
4. Develop detailed plans and specifications for the project, after there is concurrence with the affected governmental agencies on the preliminary design. Michigan Department of Transportation Standard Plans and design criteria will be followed to ensure consistency and Federal participation with the construction cost of this project.
5. Prepare the required applications for permits as needed, and submit the application and supporting material to the agencies for consideration. Revisions to the plans will be made when required.
6. Develop a construction cost estimate and bidding/construction documents for Grade Inspection and Final Plan submittals to the Michigan Department of Transportation.
7. Work with the Michigan Department of Transportation in developing bidding documents for this project.
8. Assist the City in conducting a pre-construction meeting for this project following the bid letting.

(Contract Administration, Construction Engineering Observation and Staking are not included in this proposal)



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention. sm

September 10, 2010

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

Subject: Jennie Lane
 Cost Over-runs

Dear Mr. Bueche:

As you are aware, the final construction cost for the Jennie Lane contract has exceeded the original contract price. The as-built construction cost totals \$129,080.37 which is \$13,045.37 above the contract bid price.

A majority of the extra work involved repairs to the existing road base. The attached document is a breakdown of each line item and shows both contract and as-constructed quantities. The cost associated with pavement repair work is summarized below:

Work Description	Contract Quantity	Unit	As-Built Quantity	Unit Price	Original Contract Price	Final Contract Price
Remove Pavement	482	Syd	1112	\$4.00	\$1,928.00	\$4,448.00
Aggregate Base, 6 inch	482	Syd	1112	\$5.75	\$2,771.50	\$6,394.00
Pavement Repair	615	Syd	1112	\$22.00	\$13,530.00	\$24,464.00
TOTAL					\$18,229.50	\$35,306.00

As can be seen in the above breakdown, the overall impact on the contract for extra repair work totaled \$17,076.50 (\$35,306.00-\$18,229.50). As indicated above the net increase in the contract (\$13,045.37) was lower than the over-run on repair work; this is due to the fact that other as-constructed quantities were less than the original contract quantities.

If you have any questions or comments, please feel free to contact me at (810)-341-7500.

Sincerely,
 ROWE Professional Services Company

Louis P. Fleury, P.E.
 Project Manager

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City of Swartz Creek
 Jennie Lane Improvements
 Pay Application No. Two



WORK DESCRIPTION	CONTRACT QUANTITY	UNIT	QUANTITIES THIS PERIOD	QUANTITIES TO DATE	UNIT PRICE	AMOUNT
Maintaining Traffic	1	LS		1	\$500.00	\$500.00
Maintenance Gravel	100	T			\$18.00	\$0.00
Cleanup & Restoration	1	LS	0.25	1	\$1,000.00	\$1,000.00
Remove Pavement	482	Syd		1112	\$4.00	\$4,448.00
Subgrade Undercutting, Type II	250	Cyd	122	228.8	\$15.00	\$3,432.00
Roadway Earthwork	1	LS		1	\$3,400.00	\$3,400.00
Soil Erosion and Sedimentation Control	1	LS		1	\$300.00	\$300.00
Aggregate Base, 6 inch	482	Syd		1112	\$5.75	\$6,394.00
Hand Patching	35	T	0.94	26.35	\$100.00	\$2,635.00
HMA Joint and Crack Repair	350	Ft		305	\$4.25	\$1,296.25
HMA, 13A, Leveling	500	T	13.5	509.96	\$61.00	\$31,107.56
HMA, 36A, Top	500	T	13.5	537.02	\$65.25	\$35,040.56
Pavement Repair	615	Syd		1112	\$22.00	\$24,464.00
Cold Milling HMA Surface	5410	Syd		4885	\$1.60	\$7,816.00
Concrete Curb and Gutter Replacement	100	Ft		63	\$18.00	\$1,134.00
Adjust Drainage Structure or Manhole, In Pavement Area	6	Ea		3	\$250.00	\$750.00
Replace Drainage Structure or Manhole Casting	600	Lb			\$2.00	\$0.00
Adjust Valve Box, In Pavement Area	2	Ea			\$100.00	\$0.00
6 inch Underdrain	390	Ft	100	440	\$11.30	\$4,972.00
24 inch Pavement Marking, Overlay Cold Plastic, Stop Bar	40	Ft		23	\$17.00	\$391.00
TOTAL						\$129,080.37

PROFESSIONAL SERVICES AGREEMENT
Between
THE CITY OF SWARTZ CREEK
And
ZETTEL CONSULTING

This agreement is made this 13TH 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 **Zettel Consulting**, with principal offices at 5023 Holland Street, Swartz Creek Michigan 48473 (“Provider”)

WHEREAS, the City desires to employ a consultant for planning, zoning, DDA, community development, and water system administration; and

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

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

1. Agreement Term.

The term of this Agreement shall be for the following period:
September 13, 2010 through November 30, 2010.

2. Scope of Services:

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

- A. Consulting services for the administration of planning, zoning and Zoning Board of Appeals, including, but not limited to, the attendance at meetings, budget finance, site plan review, Planning Commission packets, ordinance updates, Master Plan, Trailway Plan and Park Plan, or other duties that the City Manager may determine necessary.
- B. Consulting Services for the administration of the Downtown Development Authority including, but not limited to, the attendance at meetings, related budget and finance or other duties that the City Manager may determine necessary.
- C. Consulting services for the administration of the City’s Water Distribution System, including, but not limited to, creation and monitoring of a new comprehensive paperwork documentation system for repairs, maintenance, tracking and reporting, rate review and calculations, assistance with budget, finance and capital improvements, or other duties that the City Manager may determine necessary.
- D. Consulting services for grant maintenance including, but not limited to application, reporting, documentation and the continuation of existing sources, CDBG and EECBG.
- E. Consulting services for community development projects, as needed.

3. Compensation:

The Provider shall be compensated as follows:

The City shall pay the Provider an hourly rate of \$65 per hour, detailed invoice submitted monthly at the first of the month for the previous month, net due 20 days.

4. Applicable Law.

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

5. Obligations to the City.

The Provider shall maintain all licenses currently held, including, but not limited to AICP and S-2 water distribution operator. The Provider shall remain current and not be in default of any obligations due to the City including, but not limited to, the payment of taxes, fines, penalties, licenses or other monies due to the City. Violations of this clause shall constitute a substantial and material breach of this Agreement. Such breach shall constitute good cause for the termination of this Agreement should the City determine to terminate on a basis other than convenience.

6. Disclaimer of Contractual Relationship.

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

7. Independent Contractor

No provision of this Agreement herein contained shall be construed by the parties or by any other person as one creating an employer-employee relationship. It is hereby expressly understood and agreed that the Provider is an independent contractor as that phrase has been defined and interpreted by the Courts of the State of Michigan, and, as such, he/she is not entitled to any benefits not otherwise specified herein.

8. Hold Harmless and Indemnification:

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

9. Non Exclusive

Nothing in this contract shall be deemed to grant the provider an exclusive franchise or an exclusive right to provide any such services defined in this agreement, or otherwise, within the City.

10. Insurance.

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

- A. Commercial General Liability coverage of not less than five hundred thousand dollars (\$500,000 per person and per occurrence combined single limit with the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as Additional Insured. The coverage shall be primary as to the Additional Insured's, and not contributing with any other insurance or similar protections available to the Additional Insured's, whether said other available coverage be primary, contributing or excess.
- B. Workers Compensation Insurance in accordance with Michigan statutory requirements including Employer's Liability Coverage.
- C. Commercial Automobile-Vehicle Insurance in accordance with Michigan statutory requirements.

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

11. Interpretation.

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

12. Laws and Ordinances.

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

13. Modifications/Changes.

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

14. Non-Assignability.

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

15. Non-Disclosure/Confidentiality.

Upon delivery as provided in Paragraph 1 (Change in Scope of Services) hereof, the documents prepared by the Provider shall be the property of the City. The Provider agrees that said documents are confidential information intended for the sole use of the City and that he/she will not disclose any such information, or in any other way make such documents public, without the express written approval of the City Manager or the order of a court of competent jurisdiction or as required by the laws of the State of Michigan.

16. Notices.

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

Notices to the Provider shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the Provider, Zettel Consulting, 5023 Holland Street, Swartz Creek Michigan 48473, or to such other address as may be designated in writing by the Provider from time to time.

17. Records / Reports.

The Provider shall prepare and submit all such reports as may be required or requested by the City Manager or to the City Manager.

18. Severability.

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

19. Standards of Performance.

The Provider agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this

Agreement, the City is relying upon the professional reputation, experience, and ability of the Provider. The Provider agrees that all of the obligations required by he/she pursuant to this Agreement shall be performed by him, her or it. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the Provider maintaining any required certifications in accordance with the requirements of state or local law, rule or ordinance.

20. Termination.

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

21. Time of Service/Performance.

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

22. Whole Agreement Clause.

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

(Signature Page to Follow)

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

THE CITY OF SWARTZ CREEK

ZETTEL CONSULTING

BY: _____
RICHARD ABRAMS, Mayor

BY: _____
ADAM ZETTEL

BY: _____
MARY JO CLARK, Deputy City Clerk

I, **Adam Zettel, of Zettel Consulting**, do hereby declare that I am a Sole Proprietor performing work and/or services as an independent Contractor for the City of Swartz Creek, and will not employ any person(s) in the work to be performed for the City. As a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers Compensation Act of the State of Michigan. In consideration of being awarded this work, I agree to hold harmless the City for any and all injuries or illness that I may sustain during the course of this work. I hereby agree to notify the City Manager in writing, prior to hiring any person(s), full time or part time, to assist with any work or services performed, and to secure Workers Compensation Insurance prior to any person beginning work or assisting in the performance of any work and that no such work will be subcontracted to any other subcontractor or entity. SIGNED: _____ Dated: _____

Approved as to Form:
RICHARD J. FIGURA, City Attorney



The EMILY Fund

PO Box 430

Roosevelt, NJ 08555-0430

Tel: 609-462-9248 / Fax: 1-888-247-1291

Email: info@emilyfund.org

Web: emilyfund.org / stopdatingviolence.org

Education, Mentorship, Inspiration, Leadership. Youth for a Better World.



August 24, 2010

Dear Mayor,

This year more than 400 municipalities and 32 US Governors joined together to help end violence against women by issuing proclamations for Dating Violence Awareness Month and/or Sexual Assault Awareness Month. October's **Domestic Violence Awareness Month** provides a chance to build on this momentum of awareness and solidarity about this serious issue that affects 4.8 million American women, and creates opportunities for local events and activities across the nation. Many states and local municipalities already issue proclamations for this observance each year, but for the first time this coordinated national campaign will clearly demonstrate our shared resolve to end violence against women.



After our daughter Emily's murder last year, The EMILY Fund was incorporated as a nonprofit organization dedicated to continuing her legacy of service to community, and to raise awareness about the serious issue of dating violence. This year we have distributed nearly 400,000 free wallet-sized Dating Pledge Cards requested by over 600 domestic violence agencies in all 50 states for their work educating young people about dating violence.

Please help lead the way to ending violence against women by issuing a proclamation for Domestic Violence Awareness Month and send a copy via fax, email or mail (The EMILY Fund, PO Box 430, Roosevelt, NJ 08555-0430; info@emilyfund.org, fax: 1-888-247-1291), so that we can post it at StopDatingViolence.org to inspire other municipalities to stand with you on this important issue.

Sincerely,

Bob Silverstein
Executive Director

Sample Proclamation for DOMESTIC VIOLENCE AWARENESS MONTH:

WHEREAS, domestic violence is a serious crime that affects people of all races, ages, gender, and income levels; and

WHEREAS, domestic violence is widespread and affects over 4 million Americans each year; and

WHEREAS, one in three Americans have witnessed an incident of domestic violence; and

WHEREAS, children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average; and

WHEREAS, domestic violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism, and non-productivity; and

WHEREAS, only a coordinated community effort will put a stop to this heinous crime; and
WHEREAS, Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the numerous organizations and individuals who provide critical advocacy, services and assistance to victims;

NOW, THEREFORE, I, _____, do hereby proclaim the month of October as **DOMESTIC VIOLENCE AWARENESS MONTH** and urge our citizens to work together to eliminate domestic violence from our community.



Swartz Creek Fine Arts Association

Pajtas Theatre

July 29, 2010

City of Swartz Creek
City Council
8083 Civic Drive
Swartz Creek, MI 48473-1377

Subject: Lease Agreement dated August 4, 2004
Between the City of Swartz Creek and the Swartz Creek Fine Arts Association:

Gentlemen:

The Swartz Creek Fine Arts Association hereby requests consideration on an amendment of Section 11 Liability and Insurance of the above referred lease agreement, as follows:

11. LIABILITY AND INSURANCE (Proposed language)

The Lessor shall not be liable for injury or damage to person or property occurring upon the Property, unless caused by or resulting from the negligence of the Lessor or any of the Lessor's agents, servants, or employees in the operation or maintenance of the Property, it being the specific intent of the Lessee to hold the Lessor harmless from any and all claims arising from the Lessee's operation and maintenance of the Property and/or the improvements thereon. To that end, the Lessee shall obtain and at all time maintain in full force and effect a policy of general public liability insurance covering its use of the Property and naming the Lessor as an additional insured thereon. Said policy shall be in such amount as shall be determined by the Lessor, but in no event less than \$1,000,000 (one million dollars) and shall provide that the Lessor will be given ten (10) days written notice of termination of the policy for any reason. The Lessee shall pay all premiums due thereon.

The existing lease agreement required the Fine Arts to carry umbrella coverage in the amount of \$4,000,000. This requirement has resulted in the following cost to the Association:

<u>FISCAL YEAR</u>	<u>TOTAL EXPENSES</u>	<u>INSURANCE COSTS</u>	<u>PERCENTAGE OF INSURANCE COST</u>
2003*	\$12,170.49	\$ 986.00	8.10%
2004**	12,903.52	1,638.69	12.70%
2005	15,729.52	4,221.01	26.83%
2006	17,647.38	3,817.93	21.63%
2007	15,961.12	3,672.09	22.83%
2008	15,715.65	3,644.14	23.18%
2009	16,557.27	3,468.68	20.95%

* Prior lease.

** Partial year of current lease.

Please note, on an average, over 23% of our program cost is for insurance under the present lease insurance clause.

In the twenty-six years of our program, we have never had an occasion to call the police for assistance in crowd control, a disturbance or for traffic control. We have only once called for an ambulance when an elderly woman fell and was slightly injured while dancing.

With the current economic conditions our program of free family entertainment is becoming harder to sustain. Funding by membership donations and grants are less and programs costs are more. Please consider helping us reduce our insurance coverage and its cost.

Contact me if you wish to discuss this matter or need any additional information to assist you with your decision.

Sincerely,



President
Board of Directors
Swartz Creek Fine Arts Association

RMV:cba

LEASE AGREEMENT
Between
THE CITY OF SWARTZ CREEK
And
THE SWARTZ CREEK FINE ARTS ASSOCIATION

THIS AGREEMENT is made this 4th day of August, 2004, between the City of Swartz Creek, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 (the "Lessor"), and the Swartz Creek Fine Arts Association, Inc., a Michigan non-profit corporation, with principal offices at 8099 Civic Drive, P.O. Box 98, Swartz Creek, Michigan 48473 (the "Lessee").

WHEREAS, the Lessor owns certain land (the "Property") in the City of Swartz Creek ("City") which is used for public purposes; and

WHEREAS, the Lessee is a charitable organization recognized as such pursuant to Section 501 (c) (3) of the Internal Revenue Code and is engaged in the promotion of fine arts performances and education in the City; and

WHEREAS, the Lessee has constructed at its own expense and with the Lessor's permission certain improvements on the Property which improvements are used for theatrical presentations and programs staged by the Lessee and/or by other public, educational and theatrical organizations with the permission of the Lessee; and

WHEREAS, the Lessor finds that the use of the Property by the Lessee and the construction by the Lessee at its own expense of the improvements thereon inures to the benefit of the City and its citizens and helps reduce the burden of government;

NOW, THEREFORE, the Lessor and the Lessee, acting by and through their duly authorized agents, hereby agree as follows:

1. LEASE

The Lessor does this day lease unto the Lessee, and said Lessee does hereby hire and take as Lessee under said Lessor the following described premises (the "Property") situated in the City of Swartz Creek, County of Genesee and State of Michigan, to-wit:

Part of Lot 45 of "Supervisor's Plat of Swartz Creek" as recorded in Liber 17 on page 42, of the Genesee County Plat records, described as beginning at a point on the West line of said Lot 45 which is North along said West line, 329.59 feet from the Northwest corner of Lot 37 of said plat; thence continuing North along said West line of Lot 45, 223.0 feet; Thence South 89 Deg 54 Min East, 293.35 feet; thence South 0 Deg 06 Min West, 223.00 Containing 1.50 acres of land more or less.

The Property is to be used and occupied by the Lessee for the purpose of presenting musical concerts and other purposes reasonably related thereto and in keeping with its own charitable and the City's public purposes and for no other purposes or uses whatsoever.

2. TERM AND RENT

The term of this lease shall be ten (10) years, commencing on September 1, 2004 and ending August 31, 2014, unless sooner terminated as herein provided. The rent payable for said ten (10) year period shall be One Dollar (\$1.00) payable on or before the date hereof.

3. ADDITIONAL RENT

As additional rent hereunder, the Lessee shall at its own sole expense maintain the improvements it has constructed on the Property and may, with the advance written permission of the Lessor, construct such other improvements as the Lessor shall deem appropriate for the public functions of the property.

4. REMOVAL OF IMPROVEMENTS

Any improvements constructed by the Lessee, whether constructed prior to the date of the agreement or at any time thereafter, shall, upon termination of this agreement for any reason, become the sole property of the City. If, prior to the termination of this agreement for any reason, the City determines that it needs the property, or any portion thereof, for any other public purpose, it may terminate this lease and may, at its sole expense remove the improvements from the Property or from that portion of the Property as determined by the City.

5. ASSIGNMENT

The Lessor shall not assign this lease, nor permit the same or any part thereof, to be used for any other purpose than as above stipulated, without the written consent of the Lessor.

6. PERSONAL PROPERTY

All personal property placed or moved on the Property, shall be placed or moved there at the risk of the Lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property, or to the Lessee from any act of negligence of any other person whomsoever.

7. COMPLIANCE WITH ALL LAWS

The Lessee at its sole expense shall comply with all laws, orders, and regulations of Federal, State and Municipal authorities, and with any direction of any public officer, pursuant to the law, which shall impose any duty upon the Lessor or the Lessee with respect to the Property. The Lessee, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this lease, or for the making of repairs, alterations, improvements, or additions, and the Lessor, where necessary, will join the Lessee in applying for all such permits or licenses.

8. LESSOR'S REMEDIES

The prompt payment of the rent for the Property upon the dates named, and the faithful observance of the rules and regulations printed upon this lease, and which are hereby made a part of this covenant, are the conditions upon which the lease is made and accepted and any failure on the part of the Lessee to comply with the terms of said lease, or any of said rules and regulations now in existence, the option of the Lessor, work a forfeiture of this lease, and all of the rights of the Lessor hereunder, and the Lessor, his agents or attorneys, shall thereupon have the right to enter said premises, and remove all persons therefrom forcibly or otherwise,

and the Lessee thereby expressly waives any and all notice required by laws to terminate tenancy, and also waives any and all legal proceedings to recover possession of said premises, and expressly agrees that in event, of a violation of any of the terms of this lease, or of said rules and regulation, now in existence, or which may hereafter be made, said Lessor, his agent or attorneys may immediately re-enter said premises and dispossess Lessee without legal notice or the institution of any legal proceedings whatsoever.

9. ABANDONMENT OF LEASE

If the Lessee shall abandon or vacate the Property before the end of the term of this lease, or shall suffer the rent to be in arrears, the Lessor may, at his option, forthwith cancel this lease, and, if the Lessor so requests the Lessee shall, at its sole expenses, remove the improvements or any portion thereof from the Property.

10. UTILITIES

The Lessee agrees that it will pay all charges for gas, electricity, water, sewer or other utilities on the Property.

11. LIABILITY AND INSURANCE

The Lessor shall not be liable for injury or damage to person or property occurring upon the Property, unless caused by or resulting from the negligence of the Lessor or any of the Lessor's agents, servants, or employees in the operation or maintenance of the Property, it being the specific intent of the Lessee to hold the Lessor harmless from any and all claims arising from the Lessee's operation and maintenance of the Property and/or the improvements thereon. To that end, the Lessee shall obtain and at all times maintain in full force and effect a policy of general public liability insurance covering its use of the Property and naming the Lessor as an additional insured thereon. Said policy shall be in such amount as shall be determined by the Lessor, but in no event less than \$1,000,000 (one-million dollars) per occurrence and aggregate, and \$4,000,000 (four million dollars) umbrella coverage and further, shall provide that the Lessor will be given ten (10) days written notice of termination of the policy for any reason. The Lessee shall pay all premiums due thereon.

12. INSOLVENCY OF LESSEE

If the Lessee shall become insolvent or if bankruptcy proceeding shall be begun by or against the Lessee, before the end of the term of this lease, the Lessor is hereby irrevocably authorized at its options, to forthwith terminate this lease, as for a default. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity on behalf of the Lessee without affecting Lessor's rights as contained in this lease, but no receiver, trustee, or other judicial officer shall never have any right, title or interest in or to the Property by virtue of this lease.

13. TIME IS OF THE ESSENCE

It is understood and agreed between the Lessor and the Lessee that time is of the essence of this lease.

14. NOTICES

Written notice sent by first class mail or delivered to either party at the address for each party as set forth in the first paragraph of this lease shall constitute sufficient notice to such party, in compliance with the terms of this lease.

15. CUMULATIVE RIGHTS

The rights of the Lessor under the lease shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of said rights.

16. SIGNS


Any sign or advertising to be used in connection with the Lessee's use of the Property shall be first submitted to the Lessor for approval before installation of the same.

17. LEASE EXTENSION

The Lessor may extend this lease for successive ten (10) year terms if the Lessee requests such extension in writing prior to the expiration of the lease term or any ten (10) year extension thereof upon such terms as may be agreed upon.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the day and year first above written.

CITY OF SWARTZ CREEK

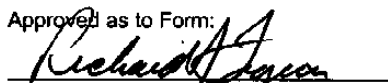

Richard B. Abrams, Mayor


DeAnna Korth, Deputy Clerk

**SWARTZ CREEK FINE ART
ASSOCIATION, INC.**


Ronald Vincent, President

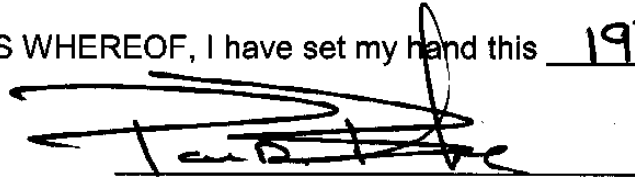

Helen F. Porath, Secretary

Approved as to Form:

Richard J. Figura, City Attorney
Dated: July 12, 2004

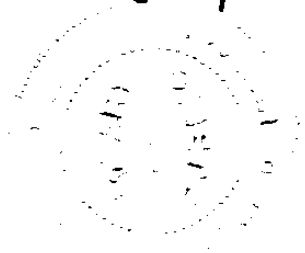
STATE OF MICHIGAN)
GENESEEE COUNTY)

Before me, a Notary Public in and for the said State and County, personally came Richard B. Abrams and DeAnna Korth to me known to be the persons named in the foregoing lease, and they acknowledge that they executed the same for the purpose therein expressed.

200 4 IN WITNESS WHEREOF, I have set my hand this 19th day of July.



Paul D. Bueche, Notary Public
Genesee County, Michigan
My Commission expires: March 11, 2006

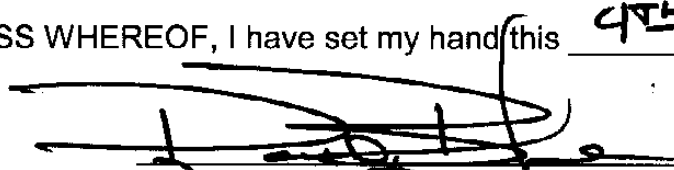


**PAUL D. BUECHE
NOTARY PUBLIC GENESEE CO., MI
MY COMMISSION EXPIRES Mar 11, 2006**

STATE OF MICHIGAN)
GENESEEE COUNTY)

Before me, a Notary Public in and for the said State and County, personally came Ronald Vincent and Helen F. Porath to me known to be the persons named in the foregoing lease, and they acknowledge that they executed the same for the purpose therein expressed.

200 4 IN WITNESS WHEREOF, I have set my hand this 4th day of August.



PAUL D. BUECHE, Notary Public
Genesee County, Michigan
My Commission expires: MARCH 11, 2006

**PAUL D. BUECHE
NOTARY PUBLIC GENESEE CO., MI
MY COMMISSION EXPIRES Mar 11, 2006**



**Pavilion #4, Built
By Genesee Valley
Rotary Club**

Tammy A. (Couchman) Reaves



REAVES, Tammy A. (Couchman) - Of Swartz Creek, age 51, died Friday, May 14, 2010 at her residence surrounded by her loving family. Funeral Mass will be celebrated 11 a.m. Tuesday, May 18, 2010 at Holy Redeemer Catholic Church, 1227 E. Bristol Road, Burton, Father Roy Horning officiating. Burial in New Calvary Catholic Cemetery. Contributions may be directed to the American Cancer Society. Mrs. Reaves will be at the church 10 a.m. Tuesday until the time of the Mass. Tammy was born in Flint on December 3, 1958 and was a resident of Swartz Creek most of her life. She married Mark Reaves on August 22, 1981. Tammy was employed as the Classified Sales Manager at the Flint Journal, where she worked for 30 years. She was a member of Holy Redeemer Catholic Church and St. Pius X Catholic Church. Tammy was past President of the Genesee Valley Rotary Club and member of the Flint Area Realtors Association, Women's Council. Surviving are husband, Mark Reaves; 2 children, Raymond Reaves and Krista and fiancé Eric Weaver; Mother, Dorothy Couchman; Sister, Sue Prieur; Brother, Bill Couchman and wife Kim; Sister, Jan Edwards; Sister, Kim and husband

Scot Putney; Mother and father-in-law, Ray and Marilyn Reaves; Sister-in-law, Nancy and husband Jerry Davis; Brother-in-law, Mike Reaves; Several nieces and nephews, whom she adored. She was preceded in death by her father, William Couchman, 2 brothers-in-law, Robert Edwards and Jerry Prieur. Special thanks to Genesys Hurley Cancer Institute, Dr. Danish and his staff, Dr. Ghalib and staff, Heartland Hospice and special friends, Dennis and Sandy L'Hommedieu. Your condolences may be shared with the family at swartzfuneralhomeinc.com



Published in Flint Journal from May 16 to May 18, 2010

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN

STREET CLOSURE APPLICATION

DATE OF REQUEST: August 23 2010

SPONSOR ORGANIZATION Swartz Creek High School

AUTHORIZED REPRESENTATIVE: Jan Kautzbrich

WORK ADDRESS: One Deagon Dr HOME ADDRESS: 10128 W Mt. Morris Rd
Flushing, MI 48433

PHONE NO: WORK (810) 591-1802 HOME: (810) 639-5165 CELL: (810) 577-3331

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

DATE OF EVENT: 10 / 01 / 10 TIME OF EVENT: FROM: 4:45 AM / PM
TO: 6 AM / PM

ESTIMATED NUMBER OF PARTICIPANTS: 3000

ROADS REQUESTED TO BE CLOSED: ** Fortino Dr. to Morris, Morris
South to Miller, Miller West to the High School

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

For: SCHS Student Council (Organization) By: [Signature] (Authorized Representative)

APPROVED BY: [Signature] (Chief of Police) 9-10-10

APPROVED: Chief Rick Clotinger
City of Swartz Creek

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

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

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

CERTIFICATE OF INSURANCE

Producer SET SEG 415 W. Kalamazoo Street Lansing, MI 48933	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
--	---

COMPANIES AFFORDING COVERAGE

Insured Swartz Creek Community Schools 8354 Cappy Lane Swartz Creek MI 48473-1299	A MASH-SEG Property/Casualty Pool, Inc.
---	--

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS						
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Incidental Medical Malpractice Coverage <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury	PC-00188-201007	7/1/10	7/1/11	<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">BI & PD COMBINED OCCURRENCE</td> <td style="width: 30%; text-align: right;">\$1,000,000</td> </tr> <tr> <td>BI & PD COMBINED AGGREGATE</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td>PERSONAL INJURY AGGREGATE</td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	BI & PD COMBINED OCCURRENCE	\$1,000,000	BI & PD COMBINED AGGREGATE	N/A	PERSONAL INJURY AGGREGATE	\$1,000,000
BI & PD COMBINED OCCURRENCE	\$1,000,000										
BI & PD COMBINED AGGREGATE	N/A										
PERSONAL INJURY AGGREGATE	\$1,000,000										

DESCRIPTION In regards to the School District's use of facilities and property in the City of Swartz Creek and at Sports Creek Raceway for their homecoming parade taking place on October 1, 2010.

As additional insured:

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

Sports Creek Raceway
 4290 Morrish Road
 Swartz Creek, MI 48473

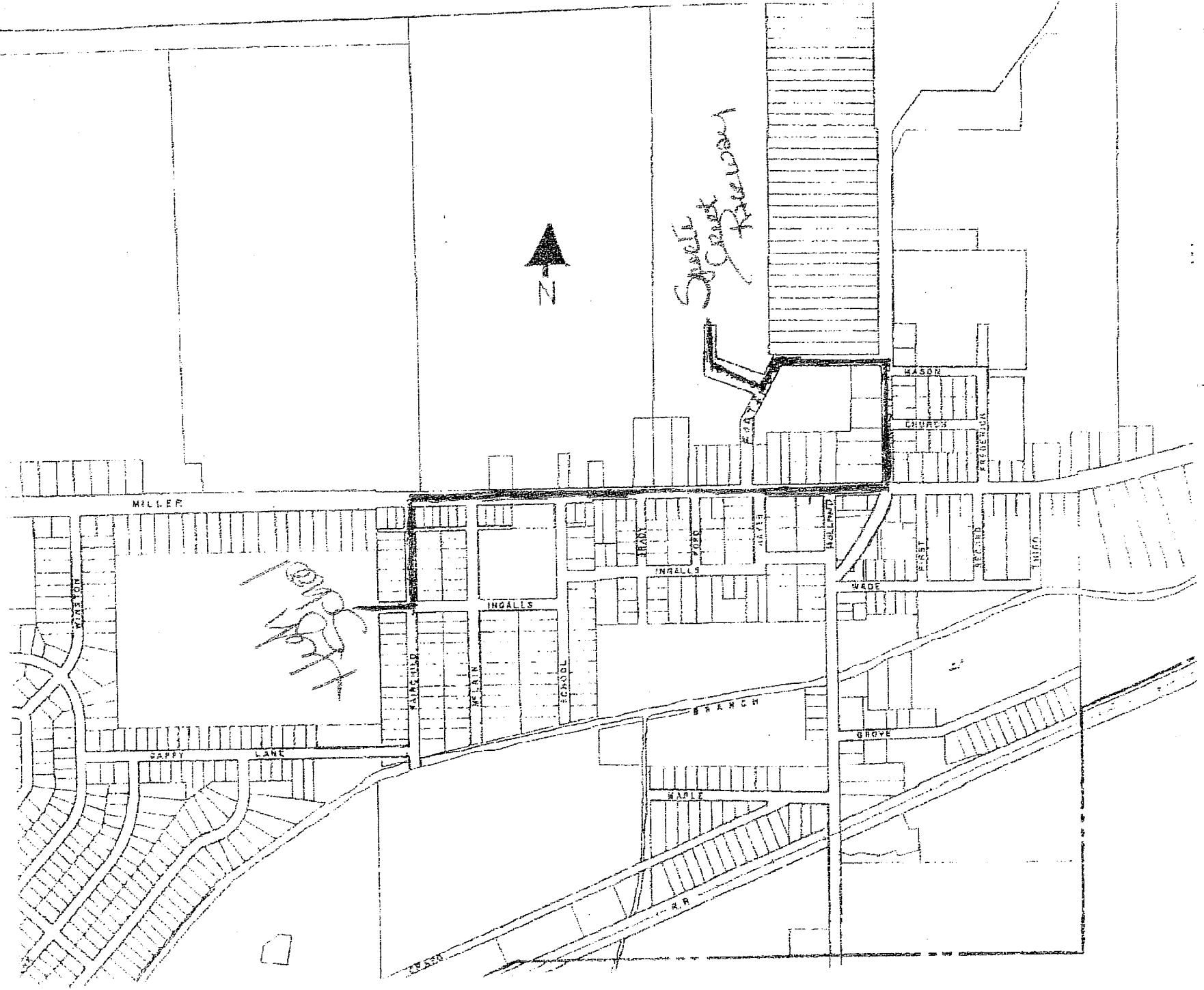
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Tara Stage

TARA STAGE
 PROPERTY/CASUALTY DEPARTMENT

Date 09/10/10

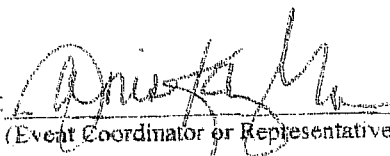


CITY OF SWARTZ CREEK PARADE REGULATIONS

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

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

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

By: 
(Event Coordinator or Representative)

For: SCHS Student Council
(Organization)

	FY 09 Fund Balance	FY 10 Revenues	FY 10 Expenditures	FY 10 Effect on Fund Balance	FY 10 Fund Balance before Audit
Fund 101 - General Fund	993,321.71	2,051,910.02	1,695,006.54	356,903.48	1,350,225.19
Fund 202 - Major Street Fund	564,335.70	1,263,715.02	271,982.55	991,732.47	1,556,068.17
Fund 203 - Local Street Fund	179,171.34	88,945.16	100,771.03	(11,825.87)	167,345.47
Fund 226 - Garbage Fund	615,062.70	374,658.49	402,657.88	(27,999.39)	587,063.31
Fund 248 - Downtown Development Fund	41,165.63	54,526.26	43,088.95	11,437.31	52,602.94
Fund 265 - Drug Enforcement Fund	13,792.72	107,309.52	107,061.00	248.52	14,041.24
Fund 275 - Senior Citizens Fund	9.84	40.26	0.00	40.26	50.10
Fund 350 - City Hall Debt Fund	564.35	90,280.75	91,030.00	(749.25)	(184.90)
Fund 352 - Water Tran Debt Fund **	1,523.34	0.00	0.00	0.00	1,523.34
Fund 401 - Capital Project Fund	1,951.69	0.35	1,951.00	(1,950.65)	1.04
Fund 402 - Fire Equip Replacement Fund	165,945.70	59.82	84,945.00	(84,885.18)	81,060.52
Fund 590 - Water Supply Fund	1,108,396.76	1,073,799.79	1,291,909.55	(218,109.76)	890,287.00
Fund 591 - Sanitary Sewer Fund	1,650,805.49	937,175.24	1,020,093.24	(82,918.00)	1,567,887.49
Fund 661 - Motor Pool Fund	487,661.95	62,716.43	248,154.01	(185,437.58)	302,224.37

**Shown in our books as a separate fund balance within the Water fund. Will be moved into the 350 fund in FY 2011.

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007



Attorneys for Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X		
In re	:	Chapter 11 Case No.
	:	
MOTORS LIQUIDATION COMPANY, et al.,	:	09-50026 (REG)
f/k/a General Motors Corp., et al.	:	
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**NOTICE OF HEARING ON
MOTION OF DEBTORS FOR ENTRY OF
ORDER PURSUANT TO 11 U.S.C. §§ 105(a) AND 363(b)
AUTHORIZING EXERCISE OF STOCK POWERS TO APPROVE AMENDMENT
TO CERTIFICATE OF INCORPORATION OF GENERAL MOTORS COMPANY**

PLEASE TAKE NOTICE that on August 27, 2010, Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (collectively, the "Debtors"), filed a motion (the "Motion") for an order authorizing the Debtors, as holders of common stock in General Motors Company f/k/a NGMCO, Inc. ("New GM"), to exercise their common stock powers to approve a Certificate of Amendment to the Amended and Restated Certificate of Incorporation of New GM (the "Charter Amendment"). The Charter Amendment places certain restrictions on large shareholders of New GM, but will not affect the distributions of securities in New GM to creditors of the Debtors under a chapter 11 plan of liquidation. The Debtors believe that the Charter Amendment will preserve and enhance the value of New GM's securities, which they hold as a result of the sale of substantially all of their assets to New GM.

PLEASE TAKE FURTHER NOTICE that a hearing on the Motion will be held before the Honorable Robert E. Gerber, United States Bankruptcy Judge, in Room 621 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, on **September 24, 2010 at 9:45 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that the Motion may be accessed on the website maintained by the Debtors' claims agent, www.motorsliquidationdocket.com. A link to the Court docket is located under the "Court Docket" tab. Creditors without access to the Internet may request a copy of the Motion by mail to The Garden City Group, Inc., Motors Liquidation Company Claims Agent, P.O. Box 9386, Dublin, Ohio 43017-4286 or by calling The Garden City Group, Inc. at 1-703-286-6401.

PLEASE TAKE FURTHER NOTICE that any responses or objections to this Motion must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the

Bankruptcy Court, and shall be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-242 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court's filing system, and (b) by all other parties in interest, on a 3.5 inch disk, preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format (with a hard copy delivered directly to Chambers), in accordance with General Order M-182 (which can be found at www.nysb.uscourts.gov), and served in accordance with General Order M-242, and on (i) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153 (Attn: Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.); (ii) the Debtors, c/o Motors Liquidation Company, 500 Renaissance Center, Suite 1400, Detroit, Michigan 48243 (Attn: Ted Stenger); (iii) General Motors, LLC, 400 Renaissance Center, Detroit, Michigan 48265 (Attn: Lawrence S. Buonomo, Esq.); (iv) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (v) the United States Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, D.C. 20220 (Attn: Joseph Samarias, Esq.); (vi) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.); (vii) Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Thomas Moers Mayer, Esq., Robert Schmidt, Esq., Lauren Macksoud, Esq., and Jennifer Sharret, Esq.); (viii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Tracy Hope Davis, Esq.); (ix) the U.S. Attorney's Office, S.D.N.Y., 86 Chambers Street, Third Floor, New York, New York 10007 (Attn: David S. Jones, Esq. and Natalie Kuehler, Esq.); (x) Caplin & Drysdale, Chartered, attorneys for the official committee of unsecured creditors holding asbestos-related claims, 375 Park Avenue, 35th Floor, New York, New York 10152-3500 (Attn: Elihu Inselbuch, Esq. and Rita C. Tobin, Esq.) and One Thomas Circle, N.W., Suite 1100, Washington, DC 20005 (Attn: Trevor W. Swett III, Esq. and Kevin C. Maclay, Esq.); and (xi) Stutzman, Bromberg, Esserman & Plifka, A Professional Corporation, attorneys for Dean M. Trafelet in his capacity as the legal representative for future asbestos personal injury claimants, 2323 Bryan Street, Suite 2200, Dallas, Texas 75201 (Attn: Sander L. Esserman, Esq. and Robert T. Brousseau, Esq.), so as to be received no later than **September 17, 2010, at 4:00 p.m. (Eastern Time)** (the "**Objection Deadline**").

PLEASE TAKE FURTHER NOTICE that if no objections are timely filed and served with respect to the Motion, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion, which order may be entered with no further notice or opportunity to be heard offered to any party.

Dated: New York, New York
August 27, 2010

/s/ Joseph H. Smolinsky

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors
and Debtors in Possession

SKETCH/AREA TABLE ADDENDUM

Parcel No 58-30-400-002

File No 58-30-400-002

Property Address 6060 W BRISTOL RD

City FLINT County GENESEE State MI Zip 48554-0002

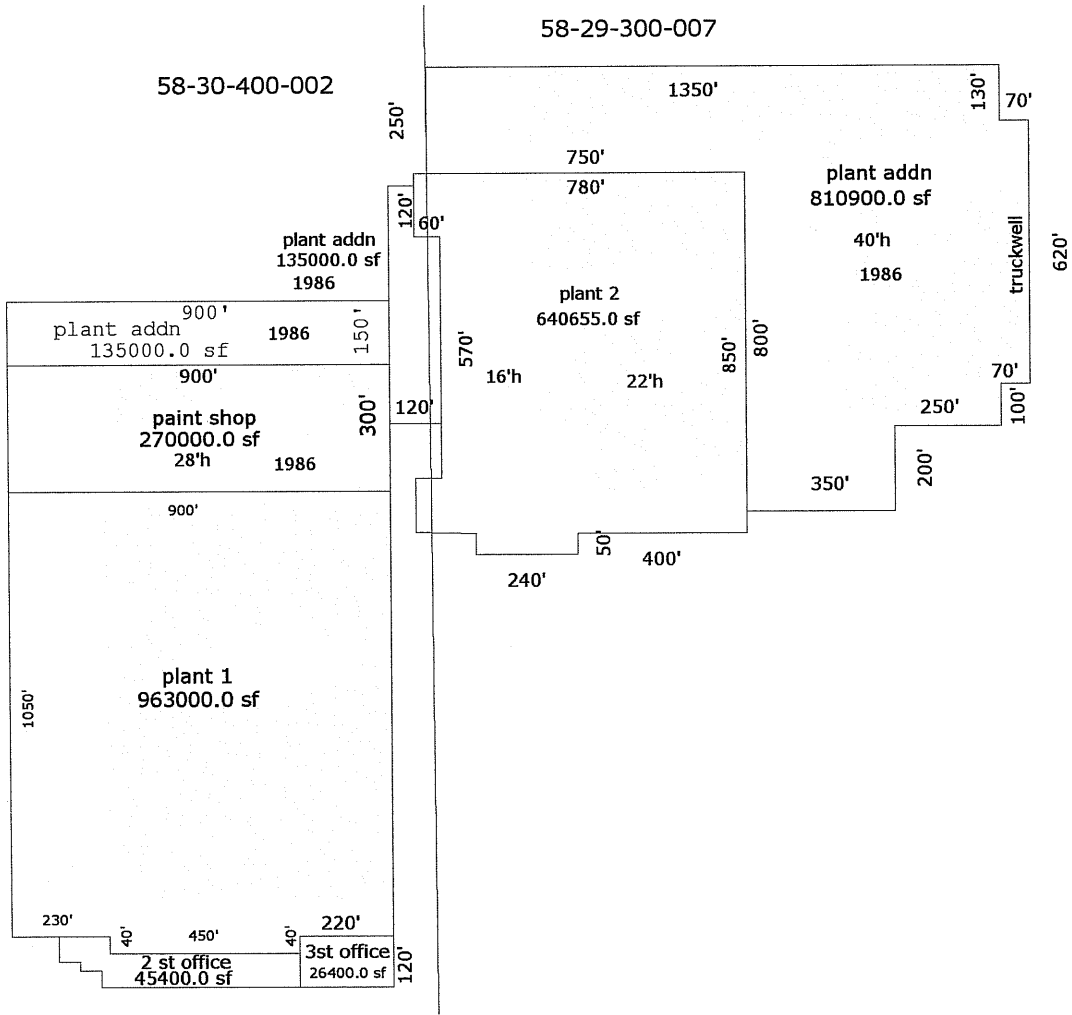
Owner GENERAL MOTORS COMPANY

Client

Appraiser Name

SUBJECT

IMPROVEMENTS SKETCH

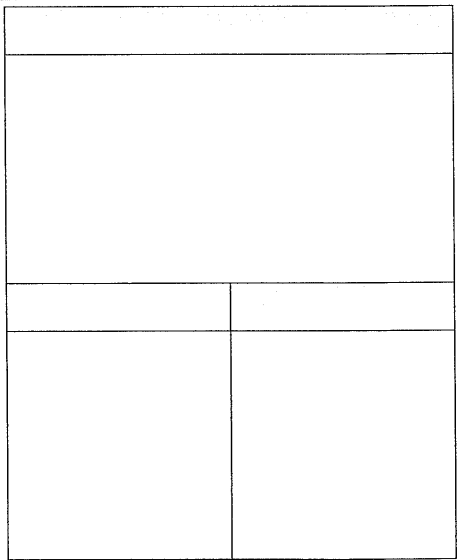


Scale: 1 = 451

AREA CALCULATIONS

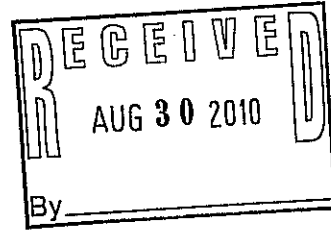
AREA CALCULATIONS SUMMARY

Code	Description	Factor	Net Size	Perimeter	Net Totals
GBA1	plant addn	1.00	135000.0	2100.0	
	plant addn	1.00	810900.0	4940.0	
	plant 2	1.00	640655.0	3478.0	
	paint shop	1.00	270000.0	2400.0	
	plant addn	1.00	135000.0	2100.0	
	plant 1	1.00	963000.0	3980.0	
	3st office	1.00	26400.0	680.0	
	2 st office	1.00	45400.0	1380.0	
					3026355.0
	Net BUILDING Area		(rounded w/ factors)		3026355





August 25, 2010



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

Dear Mr. Bueche:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify you of changes to the channel lineup effective September 30, 2010. Customers will be notified of these changes via bill message.

Comcast/Big Ten Network Xtra on Digital Starter channels 694 and 695 will no longer be available. Some of the programming from these channels will be available on Digital Starter Comcast/Big Ten Network Xtra channels 692 and 693.

Please direct any customer calls about Comcast products, services and prices to 1-888-COMCAST. Our Customer Account Executives are available 24 hours a day, 7 days a week. As always, feel free to contact me directly at 586-883-7075 with any questions you may have.

Sincerely,

Gerald W. Smith
Government Affairs Manager
Comcast, Michigan Region
36250 Van Dyke Ave.
Sterling Heights, MI 48312

Paul Bueche

From: Michigan Municipal League [nbrown@mml.org]
Sent: Tuesday, August 24, 2010 11:46 AM
To: Paul Bueche
Subject: MML Legislative Link: Gov Spares Revenue Sharing in Budget Solution



August 24, 2010

Save the Date

[112th Annual Convention](#)
 September 21-24, 2010
 Dearborn

[The Medical Marihuana Act & Your Community](#)
 September 21, 2010
 Dearborn

[The League & DTE: Energy Efficiency Options](#)
 September 21, 2010
 Dearborn

[Everything Meetings – Parliamentary Procedure & OMA](#)
 September 21, 2010
 Dearborn

[NLC Institute - Building Community in Today's Economy](#)
 September 21, 2010
 Dearborn

[Social Media Is Here – Is Your Community Ready?](#)
 October 7, 2010
 Alpena

The Buzz

[Libraries Advance Against All Odds](#)
 Citiwire
 8/20/10

What's New

[Cities, Townships Brace for Revenue Sharing Cuts](#)

Governor's Budget Solution Spares Revenue Sharing

Last week, the Governor rolled out a proposal to solve the current year and FY 2011 budgets and revenue sharing was NOT part of the proposal. Her proposal did include a tax amnesty program, cuts to some department budgets and transferring funding from the School Aid budget to community colleges, among other things. However, revenue sharing for the time being has been spared. [MORE>](#)



State Affairs Update



Transit in Planning/Zoning Bills Pass Senate

Committee – Last week, the Senate Local, State, and Urban Affairs committee passed two bills that deal with transit and land use. The bills, HB 5211 and 5212 sponsored by Rep. Donigan (D-Royal Oak), add provisions to the zoning and planning acts which specify that transit be included in the

normal reviews of master plans and zoning plans. [MORE>](#)

[Senate Finance Committee Passed Bill on PRE Filing](#)

[Senate Takes Action on Brownfield Reform Bills](#)

[League Testifies in Support of Sewer Bond Bills](#)

Federal Update

[New Judge Tries to Resolve Transit Center Case](#)

[July/August 2010 Michigan Municipal Review](#)

[League's New PA 312 Webpage](#)

[New Events Newsletter: The Loop, Your Source for Municipal Education](#)

Grants & Projects

[Wood Energy Preliminary Assessment Grants](#)

[Michigan Humanities Council Grants/Events](#)

[MI Housing Community Development Funds](#)

[Federal Brownfield Funding](#)

Related Links

[21c3 Website](#)

[MI Legislature](#)

[MI Senate](#)

[MI House of Reps](#)

[Resources](#)

Michigan Awarded Broadband Funding –

Michigan has received funding from the federal government as part of investments in 94 [broadband projects](#) in 37 states funded through the Recovery Act. The total investment of \$1.8 billion, is part of a nearly \$7 billion Recovery Act initiative. [MORE>](#)



[Michigan Applies for High-Speed Rail Funds](#)

[Health Care Reform Webcast Now Available Online](#)

[House Passes 2011 Funding for Transportation and Housing](#)

[Senate Committee Approves Livable Communities Act](#)

[FCC Denies Municipal Petition on “Shot-Clock” Ruling for Cell-Tower Siting](#)

[EPA Seeking Input on Sanitary Sewer Overflows and Peak Flows](#)

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

[League Federal Webpage](#)

21st Century Communities

Shared Public Service Live Webinar Coming Up –

A live [webinar will be held](#) on Tuesday August 31 from 10 am to noon to discuss the [Shared Public Services Initiative \(SPSI\)](#). This initiative is a collaborative effort between the State of Michigan, the League, Townships Association, Association of Counties, the regions and intermediate school districts through which local governments and school districts can access resources to develop and implement shared public services. [MORE>](#)



[Local Energy Solution Workshop](#)

[Get Your “Transit Score”](#)

[Saline, Chelsea, and Dexter “Hold Firm,” Despite Still Shaky Economy](#)

[Future Cities – Greentown Conference Coming to Grand Rapids](#)

[MEDC Announces a New Rural Arts Grant Program](#)

[New Funding Programs for Farmers Markets](#)

[Michigan Saves Program Ready for Roll-Out](#)

[Business Owner Says It's About Place](#)

[eCities 2010 Study Now Open](#)

[Community Development Training Announced](#)

[Funding Available for Community Sustainability Projects](#)

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



Paul Bueche

From: Representative Lee Gonzales [leegonzales@mihouse reps.com]
Sent: Thursday, September 02, 2010 11:46 AM
To: Paul Bueche
Subject: Capitol Update



Dear friend,

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

Michigan Home Heating Credit Deadline is Sept. 30

In these tough economic times, many of our working families are struggling to make ends meet. The state offers a Home Heating Credit to help eligible families pay their utility costs. With cold weather fast approaching, so is the deadline to apply for the credit: **Thursday, Sept. 30**. Many people do not realize they qualify for the credit, and that you don't have to file a tax return to apply.

For more information or to have a Home Heating Credit form and instruction booklet mailed to you, call (800) 827-4000. You also can file online at www.michigan.gov/heatingassistance.

More Than 300 Genesee County Nonprofits Are at Risk of Losing Their 501(c)3 Status

In the past, 501(c)3 organizations earning less than \$25,000 a year were not required to file with the Internal Revenue Service (IRS). With the Pension Protection Act of 2006 small organizations that have not filed for the past three consecutive years are in danger of losing their tax-exempt status – including more than 300 in Genesee County.

The IRS is providing a one-time relief program for small nonprofits and extending the deadline for filing the 990N or 990E-Z (also called the e-postcard) until **Oct. 15**. Revocations will not only affect the organizations that lose their exemptions but also the organizations' supporters and the residents who rely on their services.

Follow these step-by-step instructions to see if your organization is on the list:

- Go to: www.irs.gov/charities/article/0,,id=225889,00.html
- Scroll down the page until you see the list of states
- Go to Michigan and click on the PDF or Excel spreadsheet

- Search for your organization alphabetically by legal name
- Contact the IRS directly if you have questions or need information about filing at (877) 829-5500

**Please note: The list of organizations was generated on June 30, 2010 .*

For more detailed information and to determine whether your organization has a filing requirement, please visit the [BEST Project](#) or you can call (810) 232-8000 for additional assistance.

Free Publications Available

My office provides several informational booklets that inform citizens of their individual rights and state resources. You can request this FREE information by e-mailing me at LeeGonzales@house.mi.gov, calling my office at (517) 373-7515 or toll-free at (800) FLINT-49 (354-6849) or by printing and filling out the coupon below along with your name, address, city and ZIP code and mailing it to Rep. Lee Gonzales, P.O. Box 30014, Lansing, MI 48909-7514.

- _____ Consumer Protection Resource Guide
- _____ Veterans Benefits and Services – Federal, State and Local Programs
- _____ Peace of Mind – A Guide to Medical and Legal Decisions
- _____ Services for Seniors – Laws and Programs for Senior Adults
- _____ Tenants and Landlords: A Practical Guide
- _____ Getting to Know Michigan Coloring Book
- _____ Movin' On – Rights and Responsibilities of Young Adults
- _____ Your State Capitol – A Guide to Michigan's State Capitol Building

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

Sincerely,



 EMAIL REP. GONZALES

 REP. GONZALES'S WEBSITE

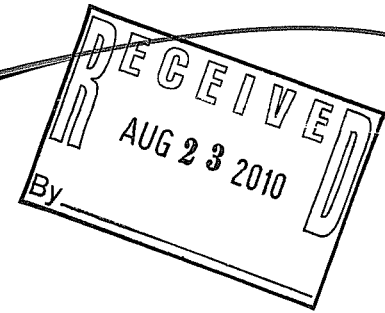


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Health Reform

From the Blues' Office of National Health Reform



Required Special Enrollment Period coming in November

Some of your employees and their dependents may be eligible under the Patient Protection and Affordable Care Act (PPACA) to be added or re-enrolled in a health plan this fall.

Employers are required to hold a Special Enrollment Period for individuals impacted by two PPACA provisions—the extension of dependent coverage to age 26 and the removal of lifetime dollar limits.

Who Can Enroll?

1. Eligible dependents by birth, marriage, legal adoption or guardianship up to age 26:

- Newly eligible adult dependents whose coverage previously ended
- Adult dependents who were previously denied coverage
- Individuals who were not eligible for coverage because their dependent coverage ended before they turned 26

**Dependent
eligibility is no
longer limited
by financial
dependency,
marital status
or enrollment in
school.**

2. Individuals whose coverage previously ended because they exceeded a lifetime dollar limit under their plan and are otherwise eligible for coverage.

When is the Special Enrollment Period?

BCBSM and BCN will hold the Special Enrollment Period from **Nov. 1, 2010 through Nov. 30, 2010.**

- The Special Enrollment Period is only for newly eligible dependents and those who previously exceeded their lifetime dollar limit.
- The coverage effective date for enrollment is Jan. 1, 2011, unless your group has a plan year between Sept. 23, 2010, and Dec. 31, 2010. The coverage effective date for those groups is the start of the plan year.
- If your group routinely conducts your Open Enrollment during the 4th quarter, then you may use your annual Open Enrollment period to enroll eligible dependents and those who have previously exceeded their lifetime dollar limit, as long as the Open Enrollment is at least 30 days in duration. If your group has a documented plan year between Jan. 2, 2011, and Sept. 22, 2011, you can use your normal Open Enrollment period as long as it is at least 30 days in duration.

continued on next page ➔

How does the Special Enrollment Period work?

Groups that are enrolling newly eligible dependents and individuals that previously exceeded their lifetime dollar limit should follow their normal enrollment process.

To enroll an eligible dependent:

IF	THEN
<p>Your group has Family Continuation (FC) coverage</p> <p>Note: FC coverage referenced in this document is only related to medical coverage.</p>	<ul style="list-style-type: none"> • BCN groups to add/re-enroll eligible dependents with an effective date of Jan. 1, 2011, as a regular dependent • BCBSM groups to add/re-enroll eligible dependents with an effective date of Jan. 1, 2011, as an FC dependent. • All FC dependents will be changed on the group's behalf to regular dependents with an effective date of Jan. 1, 2011 <p>After Jan. 1, 2011, the group must add all dependents as regular dependents. For groups that submit regular eligibility files, the FC dependents must be switched to regular dependents effective Jan. 1, 2011. The FC rider will no longer be available in accordance with standard group underwriting guidelines.</p>
<p>Your group has Dependent Continuation (DC) coverage</p>	<p>Group to add/re-enroll the eligible dependent with an effective date of Jan. 1, 2011, as a regular dependent.</p>
<p>Your group has neither FC or DC coverage</p>	<p>Group to add/re-enroll the eligible dependents with an effective date of Jan. 1, 2011, as a regular dependent.</p>
<p>Your group is ASC NASCO</p>	<p>Group to add/re-enroll the eligible dependents with an effective date of Jan. 1, 2011, as a regular dependent.</p>

Talk to your employees

Educate employees about the extension of adult dependent coverage and the removal of lifetime dollar limits.

Communicate the opportunity to enroll during the Special Enrollment Period to employees impacted by these two PPACA provisions.

All BCBSM groups must remit their December payment to advance their January paid to date before they are able to enroll a new member.

Additional takeaways

- **Grandfathering:** Health plans in existence prior to March 23, 2010 are considered grandfathered. However, the extension of dependent coverage to age 26 and the removal of lifetime dollar limits apply to both grandfathered and non-grandfathered health plans under PPACA. Therefore, all groups must hold a Special Enrollment Period in order to comply with the regulations.
 - Note:** Until 2014, employers who are considered grandfathered have the option of excluding employees' adult children from coverage if they are eligible for coverage under their employer's health plan.
- During this Special Enrollment Period, employees with newly eligible dependents will also have the option to switch the entire contract to a different plan offered by the group.
- Underwritten groups renewing as of Jan. 1, 2011, will be charged based on the membership classification of each contract (i.e. One Person, Two Person, for Family coverage).
- Self-insured groups will be responsible for claims paid on behalf of members added to their employee contracts.

For additional details on the BCBSM and BCN implementation of the PPACA near-term benefit requirements, visit bcbsm.com/healthreform or ask your BCBSM sales representative or agent.

The information in this document is based on BCBSM's review of the national health care reform legislation. It is not intended to impart legal advice. Interpretations of the reform legislation may vary. This overview is intended for informational and educational purposes only and does not replace a more rigorous review of the law's applicability to individual circumstances and attendant legal counsel and should not be relied upon as legal or compliance advice. Analysis is ongoing and additional guidance is also anticipated from the Department of Health and Human Services. Additionally, some reform regulations may differ for particular members enrolled in certain programs such as the Federal Employee Program, and those members are encouraged to consult with their benefit administrators for specific details. All of the benefit and rating changes outlined in this document are subject to OFIR approval.