

City of Swartz Creek

AGENDA

Regular Council Meeting, Monday September 27, 2010 7:00 P.M.
City Hall Building, 8083 Civic Drive Swartz Creek, Michigan 48473

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
 - 4A. Regular Council Meeting of September 13, 2010 MOTION Pg. 6, 23-36
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 Fire Report Pg. 37-54
 - 6C. Boards & Commissions (Agenda Item) Pg. 55-57
 - 6D. Grant Award, Police PBT's Pg. 58
 - 6E. Legislative Updates Pg. 59-63
 - 6F. WWS News Article Pg. 64-67
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Presentation, Swartz Creek Women's Club RESO. Pg. 7, 4
 - 8B. Police Department Update, Chief Clolinger DISC. Pg. 4
 - 8C-E. Boards & Commission Appointments, L.O.C.C. RESO. Pg. 7, 4
 - 8F. Water – Sewer Rates DISC. Pg. 2
 - 8G. Trail System DISC. Pg. 3
 - 8H. Heritage Association Street Repairs DISC. Pg. 4
 - 8I. Assessor's Contract, Renewal RESO. Pg. 8
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 27, 2010 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 24-September-2010

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **2009-2010 FINANCIALS** (*Status*)

The field work for the audit is complete. I am looking for a Council presentation at the last meeting of October or the first of November.

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

As we have discussed through last year's audit, the budget process, and at the last meeting regarding the pre-audit figures, we have problems once again with water and sewer revenues, specifically water. The single biggest problem is skyrocketing bulk water fees passed along from the County. When you add escalating costs for operation and maintenance, labor benefit costs and declining usage, this fund is in trouble. We have been chasing rates for a several years with the problem now being compounded by incessant bulk water fees passed along from the County, who blames it on Detroit. The bottom line is we need to move on water rates again, very soon, as we have absorbed the July 1 increase. I have set this for discussion and direction.

✓ **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** (*Status*)
Pending Completion of design, grade inspection and MDOT bid, as approved at the meeting of September 13th (\$27,684).
- ❑ **TRAIL SYSTEM** (*Discussion*)
I have set this for a short update discussion.
- ❑ **MORRISH ROAD NORTH CONSTRUCTION PROJECT - MEIJER'S** (*Status*)
Completed, except for a couple of punch list cleanup items.
- ❑ **MORRISH ROAD GUARDRAIL** (*Status*)
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. To add misery to this, just underground Verizon has buried conduit that would probably need relocation and subsequent property acquisition. I'll keep working on a solution that's economical and fits the standard for guardrail construction.

✓ **LOCAL STREET FUND, TRAFFIC IMPROVEMENTS**

- ❑ **2008 REPAIR ROSTER** (*Status*)
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

- ✓ **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 accomplished this.
- ✓ **KAREGNONDI WATER AUTHORITY** (*Status*)
Still out there. Included with tonight's packet, for your reading enjoyment, is a copy of a Detroit News article sent to us by the County WWS.
- ✓ **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** (*Status*)
We approved no change to wages and extended the wage re-opener for the POLC and AFSCME agreements out to December, and thereafter, on six month increments, to meet and review finances. I look to do the same with the Supervisor's contract.
- ✓ **GO GREEN, PUBLIC SAFETY BUILDING HVAC GRANT** (*Status*)
Pending a project for the leftover funds.
- ✓ **BOARDS & COMMISSIONS** (*Resolutions*)
Included with tonight's agenda are re-appointments to the Local Officer's Compensation Commission. They are Monte Morgan (three-year term), Patricia Maksymiu (four-year term) and Tommy Butler (one-year term). We still have a bit of clean up appointments on the Park Advisory Board. After the November General Elections, a majority of our Board & Commission seats will be up for appointment.
- ✓ **FIRE DEPARTMENT: 2011 BUDGET & COST RECOVERY** (*Status*)
Pending.
- ✓ **SPRINGBROOK EAST & HERITAGE ASSOCIATION S.A.D.** (*Discussion*)
Springbrook SAD request is moving ahead. We do have some issues with Heritage, in terms of mixed interests and light response. Before we go any further, I'd like to get a true feeling of what the residents want. Probably the best way to do this would be a public hearing, if the Council desires to go this route. I have set the matter for discussion and direction.
- ✓ **REQUEST TO FORFEIT PROPERTY, DYE ROAD** (*Status*)
Under referral to the Planning Commission.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **WOMEN'S CLUB DONATION** (*Resolution*)
The Swartz Creek Women's Club has graciously elected to make a donation to the Police Department. They will be present at tonight's meeting for the presentation to the Council, earmarked for the Police K-9 Program. Rick will be in attendance to accept on behalf of the City, followed by a general activity update, so get your questions ready.
- ✓ **ASSESSOR'S CONTRACT RENEWAL** (*Resolution*)
Included with tonight's agenda is the renewal of our Assessor's contract. The contract is the same as last year's (inclusive of payments), the only difference being the contract term and that Heather would like to go from two weeks' vacation to three.
- ✓ **ZONING CODE AMENDMENT** (*Information*)
We are working on a moratorium ordinance amendment for managing medical marijuana care giver centers and dispensaries. As of writing, it is not quite complete. It will probably be back at the next meeting. As you recall, we had some discussion on

this matter with the short term decision being to wait and watch. With nearby communities either placing these centers on hold or banning them, we probably need to buy some time to see if the state is willing to correct this nightmare they created. Please let me know if you have any thoughts, ideas or opposition to this direction.

Council Questions, Inquiries, Requests and Comments

- ❑ *Traffic Lights, Bristol-Miller, GM-SPO.* Pending the direction that GM takes. New traffic counts as to warrants would need to be taken.
- ❑ *Sr. Center Budget, Statement, Building Cost Reconciliation.* Pending obtaining documents.
- ❑ *Deteriorated Retaining Walls & Planters at City Buildings.* The north wall at the Public Safety Building behind the Police Department collapsed. We are looking at solutions to take care of this more pressing problem first.
- ❑ *Tabled Garbage Collection Policy.* Resting comfortably... for now.
- ❑ *Abandoned Vehicles Morrish & I-69, Downtown.* Working on removal of the vehicles.
- ❑ *Youth Programs in Park.* Looking into this. This item is something that might best be suited for the City's School Liaison Officer. The matter has been referred to the Police Department for review and recommendation.

City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday September 27, 2010 7:00 P.M.

Resolution No. 100927-4A MINUTES, SEPTEMBER 13, 2010

Motion by Councilmember: _____

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100927-5A 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 27, 2010 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100927-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100927-8A

ACCEPT DONATION, SWARTZ CREEK WOMEN’S CLUB

Motion by Councilmember: _____

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100927-8C

**BOARDS & COMMISSIONS, LOCAL OFFICERS
COMPENSATION COMMISSION**

Motion by Councilmember: _____

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100927-8D

**BOARDS & COMMISSIONS, LOCAL OFFICERS
COMPENSATION COMMISSION**

Motion by Councilmember: _____

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100927-8E

**BOARDS & COMMISSIONS, LOCAL OFFICERS
COMPENSATION COMMISSION**

Motion by Councilmember: _____

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100927-8I

ASSESSOR’S CONTRACT RENEWAL

Motion by Councilmember: _____

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

**AGREEMENT FOR
PROFESSIONAL ASSESSOR SERVICES**

This Agreement (“Agreement”), made and entered into this 27th day of September, 2010 by and between the **City of Swartz Creek**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek Michigan 48473 (“City”) and, **Landmark Appraisal Company**, G-3247 Beecher Road, Suite 800, Flint Michigan 48532 (“Landmark”).

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

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

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

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

SECTION I: BASIC SERVICES OF LANDMARK

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

1.1 General Duties:

Landmark shall be required to perform all duties of an assessor pursuant to City Charter, Michigan statutory and case law, Michigan State Tax Commission rules, regulations and policies, and all other rules and guidelines established for the proper performance of said position, as same may from time to time be amended, while this Agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of such Assessors. If material changes in the laws, statutes, rules, guidelines or City Charter during

the term of this Agreement result in a substantial additional work burden on Landmark, Landmark and the City agree to enter into good faith negotiations regarding possible amendments to this Agreement. For purposes of this paragraph, the term "substantial additional work burden" shall be determined to exist by mutual agreement of Landmark and the City. If they cannot agree as to whether a substantial additional work burden has been imposed upon Landmark, Landmark and the City shall select a mutually agreeable mediator/arbitrator who shall facilitate the negotiations to assist the parties in reaching such a determination, and if an impasse is reached in such negotiations, shall make said determination. The determination of the mediator/arbitrator shall be final, however, said mediator/arbitrator shall not have authority to establish the amount of additional compensation, if any.

1.2 Office Hours:

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

- A. Landmark shall devote at least one workday each week to maintaining office hours at the City offices for public appointments. The parties shall specifically agree upon a regular schedule for the maintenance of such office hours. In the event Landmark is unable to be present for office hours on the appointed days, it shall notify the City of the fact as soon as is reasonably practicable and an alternative day shall be substituted.
- B. If the specified office days of Landmark fall on a day recognized as a holiday for City employees, then it will be recognized as a holiday by Landmark.

1.3 Public Relations/Customer Service:

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

1.4 New Construction/Loss Adjustment:

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

1.5 Economic Condition Factors (ECF):

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

1.6 "Proposal A" Requirements:

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

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

1.7 Assessment Roll Preparation and Records:

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

1.8 Reports:

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

1.9 Board of Review:

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

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

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

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

1.10 Sales and Appraisal Studies:

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

1.11 Forms:

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

1.12 Defense of Appeals:

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

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

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

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

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

1.13 Reappraisal Program:

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

1.14 Personal Property Statements, Canvas and Audits:

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

1.15 Equalization Increases:

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

1.16 Land Division Applications:

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

1.17 Assessor Certification:

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

1.18 Transportation and Equipment:

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

1.19 Indemnification/Employment:

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

1.20 Preparation of DDA and Reporting:

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

1.21 Assessor's Recommendations:

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

1.22 Security of Information:

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

1.23 Optional Services:

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

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

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

2.2 Mutual Right of Termination:

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

2.3 Termination for Cause or Breach:

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

2.4 Notice of Termination:

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

2.5 Amendment/Renegotiation:

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

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

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

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

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

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

SECTION IV: CITY RESPONSIBILITIES

4.1 Basic Data:

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

4.2 Office Equipment:

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

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

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

4.3 Computer:

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

4.4 Map Maintenance/Tax Roll Printing:

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

4.5 Office Supplies:

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

4.6 Existing ECF Areas:

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

4.7 Preparation of DDA and Reporting:

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

4.8 Legal Counsel:

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

SECTION V: RE-APPRAISAL, NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

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

5.2 Implementation/Responsibility:

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

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between City and Assessor:

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

6.2 Indemnification/Insurance:

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

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

6.3 Non-Assignability:

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

6.4 Professional Standards:

Landmark shall be responsible, to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy and adequacy of property valuations, drawings, property inspection data and all other work and materials furnished under this Agreement. At the time of commencement of

performance, Landmark shall be properly certified, equipped, organized and financed to perform the services required by this Agreement. Subject to compliance with the requirements of this Agreement, Landmark shall work independently.

6.5 Ownership of Documents:

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

6.6 Validity:

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

6.7 Survival:

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

6.8 Controlling Law/Venue:

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

6.9 Authorization:

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

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

CITY OF SWARTZ CREEK, MICHIGAN:

LANDMARK APPRAISAL CO:

By: _____
Richard Abrams, Mayor

By: _____
Mark R. MacDermaid, Partner

By: _____
Juanita Aguilar, City Clerk

Approved As To Form
By Richard J. Figura
City Attorney

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

CHAPTER 9. TAXATION*

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

Section 9.1. Power to tax--Tax limit.

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

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

Section 9.2. Subjects of taxation--Tax procedure.

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

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

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

Section 9.3. Exemptions.

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

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

Section 9.4. Tax day.

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

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

Section 9.5. Personal property--Jeopardy assessment.

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

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

Section 9.6. Preparation of the assessment roll.

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

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

Section 9.7. Board of Review.

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

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

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

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

Section 9.8. Duties and functions of Board of Review.

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

Section 9.9. Meetings of Board of Review.

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

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

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

Section 9.10. Notice of meetings.

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

Section 9.11. Certification of roll.

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

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

Section 9.12. Validity of assessment roll.

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

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

Section 9.13. Clerk to certify levy.

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

Section 9.14. City tax roll.

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

Section 9.15. Taxes a debt and lien.

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

assessed for taxes shall operate to divest or destroy such lien, except where such property is actually sold in the regular course of retail trade.

Section 9.16. Tax roll certified for collection.

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

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

Section 9.17. Tax payment date.

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

(Amended by electors 4-3-67)

Section 9.18. Taxes due--Notification thereof.

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

Section 9.19. Tax payment schedule.

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

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

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

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

Section 9.21. State, county and school taxes.

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

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

Section 9.22. Protection of city lien.

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

shall be deemed to be for a public purpose. The Council may adopt any ordinance which may be necessary to make this section effective.

Section 9.23. Collection of delinquent taxes.

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

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

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

Section 9.24. Disposition of real property held by city.

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

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday September 13, 2010 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 09/13/2010

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

Invocation and Pledge of Allegiance to the Flag.

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

Councilmembers Absent: None.

Staff Present: City Manager Paul Bueche, Deputy City Clerk Deanna Korth,

Others Present: Boots Abrams, Sharon Shumaker, Tommy Butler, Peggy Mattson, Richard Mattson, Shirley Oliver, Jim Florence, Ron Schultz, Phil Bracey, Jack Wheatley.

APPROVAL OF MINUTES

Resolution No. 100913-01

(Carried)

Motion by Mayor Pro-Tem Porath
Second by Councilmember Krueger

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.

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

APPROVAL OF AGENDA

Resolution No. 100913-02

(Carried)

Motion by Councilmember Krueger
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the Agenda, as printed, for the Regular Council Meeting of September 13, 2010 to be circulated and placed on file.

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

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 100913-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Binder

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

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

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

MEETING OPENED TO THE PUBLIC:

Richard Mattson, 9251 Hill Rd., representing the Kiwanis Club and more specifically, Art in the Park Fine Arts Festival Committee. Mr. Mattson wanted to take the opportunity to express appreciation and gratitude to the City Council for helping to make this venue a successful event. Mr. Mattson stated that there was a lot of praise for the condition of Elms Park.

COUNCIL BUSINESS:

Appropriation, Miller Road Between Elms & Tallmedge Repairs

Resolution No. 100913-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

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.

Discussion Took Place.

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

NO: None. Motion Declared Carried.

Local Street Projects: Jennie Lane Final Construction Cost Reconciliation

Resolution No. 100913-05

(Carried)

Motion by Councilmember Binder

Second by Councilmember Hurt

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:

	Total Project Cost	101 Fund	203 Fund	226 Fund	
Jennie Lane	\$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

Discussion Ensued.

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

NO: None. Motion Declared Carried.

Professional Services Agreement, Adam Zettel

Resolution No. 100913-06

(Carried)

Motion by Councilmember Hurt
Second by Mayor Pro-Tem Porath

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, 2011.

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: _____

Discussion Ensued.

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

Domestic Violence Awareness Month

Resolution No. 100913-07

(Carried)

Motion by Mayor Pro-Tem Porath
Second by Councilmember Hicks

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 does 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.

Discussion Took Place.

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

Lease Addendum, Fine Arts Association

Resolution No. 100913-08

(Carried)

Motion by Councilmember Krueger
Second by Councilmember Binder

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.

Discussion Ensued.

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

Genesee Valley Rotary Club Request, Pavilion Dedication

Resolution No. 100913-09

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Binder

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.

Discussion Took Place.

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

Street Usage Permit, Annual School Homecoming Football Parade

Resolution No. 100913-10

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

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.

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

NO: None. Motion Declared Carried.

2009-2010 FY Audit

(Discussion Topic)

City Manager Bueche gave a brief presentation of the results of the 2009-2010 FY Audit.

MEETING OPENED TO THE PUBLIC

Jim Florence, 4296 Springbrook, wanted to share that through the Kiwanis Club of Swartz Creek, a croquet club has been established. The club is called The Meadows Croquet Club and it meets at the Genesee Valley Golf Course. All Kiwanis Clubs in the region have been invited on Saturday, September 18th, 2010 from 9am to 5pm for coffee, donuts and a light lunch.

REMARKS BY COUNCILMEMBERS:

Councilmember Binder spoke about a POW/MIA recognition ceremony at Blue Bell Beach on Friday, September 17, 2010 at 7pm. A flag retirement ceremony will be performed at that time.

Councilmember Hicks questioned whether there were any large gas pipelines in the community and whether the pipelines are checked out periodically.

Councilmember Shumaker commented that the North Morrish Road construction is very nice, however he noticed that there are two driveways on the east side of N. Morrish that may have possible issues in bad weather due to no surface asphalt being put on them. City Manager Bueche stated that it will be fixed when Meijer builds there. Mr. Shumaker stated that a house on north Morrish Road near the Morrish Road entrance for I-69, has various vehicle parts in the front and back yards. Mr. Shumaker asked about several piles of broken concrete dumped behind a house at Fortino Drive and Morrish Road. City Manager Bueche stated that they are looking into it. Mr. Shumaker spoke about the auto repair shop that is just outside the City limits that has vehicles encroaching on the City owned Right of Way. City Manager Bueche stated that he is aware of the problem and they are keeping an eye on the issue.

Mayor Abrams spoke about the success of Art in the Park. Mr. Abrams congratulated Jack Wheatley for recently being named principal for ROWE.

Adjournment

Resolution No. 100913-11

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Hicks

I Move the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 8:18 p.m.

YES: Unanimous Voice Vote.

NO: None. Motion declared carried.

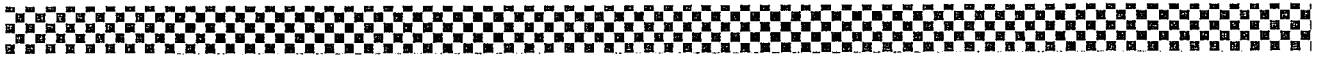
Richard Abrams, Mayor

Deanna Korth, Deputy City Clerk

PLEASE NOTE CHANGE IN MEETING START TIME.

LOCATION: STATION 2

SUBJECT: SWARTZ CREEK AREA AUTHORITY AGENDA



- I. CALL TO ORDER
 - A. PLEDGE OF ALLEGIANCE
 - B. ROLL CALL
 - C. ADDITIONS/CHANGES/DELETIONS AND AGENDA APPROVAL:
 - D. SPECIAL PRESENTATIONS/ANNOUNCEMENTS:

- II. APPROVAL OF MINUTES
 - A. AUGUST 16, 2010 MEETING:

- III. CORRESPONDENCE:
 - A. AUGUST INCIDENT SUMMARY REPORT:

- IV. PROFESSIONAL SERVICE REPORTS:
 - A. AUGUST FINANCIAL REPORT:

- V. COMMITTEE REPORTS:
 - A. BY-LAWS COMMITTEE - Chairman Rick Clolinger, Richard Derby, Bill Cavanaugh and Brent Cole:

 - B. HEALTH AND SAFETY COMMITTEE: Chairman Greg Childers (Members Chief Cole, Assistant Chief Merriam, Captain Tabit, Lieut. Jones & FF VanArsdale)

 - C. PERSONNEL COMMITTEE: Chairman Ray Thornton, Richard Derby and David Hurt.
 - 1. Fire Chief's Annual Evaluation:

 - D. FIRE AGREEMENT COMPLIANCY COMMITTEE: Chairman Dave Hurt, Richard Derby, Ray Thornton and Attorney Bill Cavanaugh.
 - 1. Cost recovery recommendation for municipality consideration status:

- VI. OLD BUSINESS:
 - A. APPARATUS UPDATE from Battalion Chief Jack King-
 - 1. Apparatus status report attached

 - B.

A. MEMBERS FOR PLACEMENT ON PROBATION:

1. Leah Farnsworth, for station 1, applied September 13.

Chief Cole recommends Leah Farnsworth be placed on one year probation with the Swartz Creek Area Fire Department, pending results of her physical.

B. MEMBERS ELIGIBLE TO COME OFF PROBATION: none

C. MEMBERS RESIGNING/TERMINATING: none

D. MEMBERS ELIGIBLE FOR REINSTATEMENT: none

E. 2011 PROPOSED BUDGET APPROVAL STATUS:

F. ANNUAL PUMP TESTING, MAINTENANCE AND DOT INSPECTION: Below are quotes received from vendors. This is an annual event to insure out fire suppression engines and Grass 17 will perform at optimum performance. Attached is an email from Mt. Morris Township regarding LTM Fire.

	Apollo Fire Romeo, MI	Circle K Midland, MI	Front Line Freeland MI	Halt Fire Wixom, MI	LTM Fire Pontiac, MI
Emergency Vehicle Tech (VRT) certified	No (in the process)	Yes	Yes		Yes
Pump Maint & Inspection (4 engines & 1 grass rig)	4 Engines \$170.00/ea = \$680.00 Grass 17 = \$75.00	No charge if pump testing	4 engines \$195.00/ea = \$780.00 Grass 17 = \$100.00	4 Engines \$150.00/ea = \$600.00 Grass 17 = \$90.00	\$400.00 total
Filters and Fluids	Included	\$8.80 each 5 units = \$44.00	Included	Included	\$210.00 total
DOT Inspection	\$85.00 each 5 units = \$425.00	\$65.38 each 5 units = \$326.90	Included	\$150.00 each 5 units = \$750.00	\$250.00 total
Disposal Fee, Service Call, Travel Charges	\$.95 a mile from Sag. to SC & back = \$86.00 1 trip	\$30.20 each 5 units = \$151.00	\$180.00 total	\$25.00 each 5 units = \$125.00	Included
Pump Testing per unit times 4	\$660.00 total	\$250.00 each = \$1,000.00	\$154.00 each = \$616.00	\$225.00 each = \$900.00	\$600.00 total
Total	\$1,926.00	\$1,521.90	\$1,676.00	\$2,465.00	\$1,460.00

Chief Cole recommends accepting the low quote from LTM Fire in the amount of \$1,460.00 to perform the annual maintenance and pump testing for 2010

G. BID SPECIFICATION FOR CLOSET ORGANIZERS: This is the same specification that will be sent out with Fireboard approval. It is the same specification used in 2009.

Chief Cole requests permission to proceed with requesting sealed bids, using the bid specification presented for 5 sets of turn out gear as spelled out in Policy 120.

H. REQUEST TO PURCHASE TEN (10) FIREFIGHTER HELMETS: This is a 2010 budgeted item. NFPA 1851 recommends replacement of 10 year old helmets. Additional helmets are damaged, also needing replacement.

Vendor	Apollo Fire	Douglass Safety	Gall's	Time Emergency
Amount	Did not respond	\$149.50/ea	219.99/ea	\$158.00/ea

Chief Cole requests permission to purchase 10 firefighter helmets from Douglass Safety for \$149.50 each plus shipping.

I. QUOTES TO REPAIR GRASS 17 CLUTCH: Quotes were not available at the time the agenda was published. Quotes should be available at the meeting.

J.

VIII. GENERAL INFORMATION:

A. MUNICIPAL BILLINGS for August

B. AUGUST BILLS LIST

C. Organization Chart effective September 13, 2010

D. Email from Councilman Hurt indicating the December Fireboard meeting can also start at 7:15PM since the City Council meetings in December do not interfere with the Fireboard.

E. SOG 426, Alarm Attendance Percentage Requirements revision under 7D.

F.

G.

F.

IX. OPEN TO THE PUBLIC:

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

XI. CHAIN OF COMMAND APPEAL TO THE FIREBOARD:

XII. COMMENTS FROM FIREBOARD MEMBERS:

XIII. MEETING ADJOURNMENT:

SWARTZ CREEK AREA FIRE DEPARTMENT

The regular meeting of the Swartz Creek Area Fire Board was held at Station #1, August 16, 2010. Chairman, Mike Messer, called the meeting to order at 7:02p.m.

I. CALL TO ORDER:

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

Board Members Present:

- Chairman, Mike Messer
- Clayton Representative, Richard Derby
- Clayton Representative, Greg Childers
- City Representative: Boots Abrams
- City Representative, Ray Thornton
- City Representative, Dave Hurt

Board Members Absent:

- City Representative, Rick Clolinger

Staff Present:

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

Staff Absent:Others Present:

- Jack King, Batt. Chief
- Karen Merriam, Firefighter
- Rich Tesner, Lieutenant
- Lori Tesner, Clayton Twp.

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

- **Resolution 081610-01**

Motion by Dave Hurt

Second by Boots Abrams

The SCAFD Board does hereby approve the addition of VII.A.2 and approve the agenda as amended.

YES: Abrams, Childers, Derby, Hurt, Thornton, Messer

NO: None

Motion declared carried

D. SPECIAL PRESENTATION: NONE**II. APPROVAL OF MINUTES****A. JULY 21, 2010 BOARD MEETING**

- **Resolution 081610-02**

Motion by Dave Hurt

Second by Rick Derby

The SCAFD Board does hereby approve the minutes of the July 19, 2010 board meeting, as presented.

YES: Abrams, Childers, Derby, Hurt, Thornton, Messer

NO: None

Motion declared carried

III. CORRESPONDENCE:**A. JULY INCIDENT SUMMARY REPORT:**

- **Resolution 081610-03**

Motion by Rick Derby

Second by Greg Childers

The SCAFD Board does hereby accept the July 2010 Incident Summary, as presented

YES: Abrams, Childers, Derby, Hurt, Thornton, Messer

NO: None

Motion declared carried

IV. PROFESSIONAL SERVICE REPORTS:**A. JULY FINANCIAL STATEMENT:**

- **Resolution 081610-04**

Motion by Boots Abrams

Second by Dave Hurt

The SCAFD Board does hereby approve the July 2010 financial statement, as presented

YES: Abrams, Childers, Derby, Hurt, Thornton, Messer

NO: None

Motion declared carried

V. COMMITTEE REPORTS:

- A. BY-LAWS COMMITTEE MEETING: NONE
- B. HEALTH & SAFETY COMMITTEE: NONE
- C. PERSONNEL COMMITTEE: To meet after the meeting.
- D. FIRE AGREEMENT COMPLIANCY COMMITTEE:
 - 1. Cost Recovery: No report
 - 2. Home Insurance Policy Limitations: Chief Cole reported most municipalities charged \$500.00

VI. OLD BUSINESS

- A. APPARATUS UPDATE:
 - 1. Monthly report from Batt. Chief King

VII. NEW BUSINESS

- A. NEW MEMBER(S) TO BE PLACED ON PROBATION: J. Hall, C. Thornton

- Resolution 081610-04
 - Motion by Dave Hurt
 - Second by Rick Derby

The SCAFD Board does hereby place Joshua Hall on one-year probation with the Swartz Creek Area Fire Department, pending the results of his physical.

YES: Abrams, Childers, Derby, Hurt, Thornton, Messer
NO: None Motion declared carried

- Resolution 081610-05
 - Motion by Dave Hurt
 - Second by Boots Abrams

The SCAFD Board does hereby place Chad Thornton on one-year probation with the Swartz Creek Area Fire Department, pending the results of his physical and background check.

YES: Abrams, Childers, Derby, Hurt, Thornton, Messer
NO: None Motion declared carried

- B. MEMBER TO COME OFF PROBATION: NONE
- C. MEMBERS RESIGNING/TERMINATING: NONE
- D. MEMBERS ELIGIBLE FOR REINSTATEMENT: NONE
- E. 2011 PROPOSED BUDGET: budget has been forwarded to the municipalities

VIII. GENERAL INFORMATION

- A. MUNICIPAL BILLINGS
- B. JULY BILLS LIST
- C. CIFP HAS BEEN ESTABLISHED WITH CHASE BANK

IX. OPEN TO THE PUBLIC: NONE

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

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

XII. COMMENTS OF THE FIREBOARD:

- Thornton: None
- Childers: None
- Derby: Welcome to J. Hall & C. Thornton
- Hurt: None
- Abrams: None
- Messer: Welcome to J. Hall & C. Thornton
Thank you to Committees
Taking a class and would like to start meetings at 7:15pm so that he is not late.

XIII. ADJOURNMENT OF MEETING:

Meeting adjourned at 7:21 p.m. The next regular meeting will be 09/20/10 at Station 2 at 7:15 pm

MIKE MESSER
CHAIRMAN
SWARTZ CREEK AREA FIRE BOARD

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

SWARTZ CREEK AREA FIRE DEPT, SWARTZ CREEK MICHIGAN 48473

Incident Log for 08/01/2010 through 08/31/2010

Printed: 09/13/2010

Inc. No. - Exp. Location Involved Name	Date	Disp. Time	Sta.	Incident Type	Owner Name	No. Resp Prop. Loss	Disp. to Enrte. Min.	Resp. Min. Cont. Loss	Total Hr:Min:Sec
0000094-000 3126 Pine Run DR	08/03/2010	03:29	1	531 Smoke Invest; lights flickering		10 \$ 0	0.00	9.00 \$ 0	0:48:00
								KING, JACK L - BATT CHIEF	
0000095-000 126 E Main ST	08/03/2010	12:14	12	611 Dispatched & canceled en route		4 \$ 0	0.00	0.00 \$ 0	0:17:00
0000096-000 In front of 8292 Beecher RD MS Ashley M Webb	08/09/2010	14:33	2	352 Extrication of victim(s) from	MS Ashley M Webb	8 \$ 0	6.00	10.00 \$ 0	2:12:00
								KING, JACK L - BATT CHIEF	
0000097-000 10187 Corunna RD MR Tom Achey	08/10/2010	14:39	2	444 Power line arcing in trees		6 \$ 0	0.00	6.00 \$ 0	0:30:00
								KING, JACK L - BATT CHIEF	
0000098-000 7561 Miller RD MR Don York	08/17/2010	17:38	1	143 Grass fire		4 \$ 0	6.00	8.00 \$ 0	0:28:00
								TABIT, STEPHEN D - CAPTAIN/EM	
0000099-000 7084 Miller RD MR Steve Beverly	08/18/2010	23:01	1	733 Smoke detector activation due to		16 \$ 0	7.00	10.00 \$ 0	0:54:00
								TABIT, STEPHEN D - CAPTAIN/EM	
0000100-000 640 Sunnyside DR	08/23/2010	02:18	12	611 MA to Flushing, canceled		17 \$ 0	0.00	0.00 \$ 0	0:12:00
0000101-000 126.6 I-69 HWY MR Jose L Gonzalez	08/24/2010	12:41	1	131 Passenger vehicle fire	MR Sergio Gutierrez	8 \$ 750	0.00	10.00 \$ 0	0:54:00
								COLE, BRENT D - CHIEF	
0000102-000 2092 S Seymour RD MR Michael Cummings	08/25/2010	04:03	2	652 fog thought to be smoke	MR Michael Cummings	14 \$ 0	0.00	3.00 \$ 0	0:10:00
								COLE, BRENT D - CHIEF	
0000103-000 1384 Winfield DR SGT Brown	08/25/2010	19:15	2	412 Gas leak (natural gas or LPG)		8 \$ 0	0.00	11.00 \$ 0	0:31:00
								MERRIAM, ERIC M - ASSISTANT	
0000104-000 7084 Miller RD MR Steve Beverly	08/25/2010	22:38	1	743 Smoke detector activation, no fire		14 \$ 0	0.00	10.00 \$ 0	0:23:00
								MERRIAM, ERIC M - ASSISTANT	
0000105-000 11323 Lennon RD MS Janine Hargrave	08/25/2010	23:19	2	911 Citizen complaint		13 \$ 0	0.00	18.00 \$ 0	0:33:00
								MERRIAM, ERIC M - ASSISTANT	

Incident Log for 08/01/2010 through 08/31/2010

Inc. No. - Exp. Location	Date	Disp. Time	Sta.	Incident Type	Owner Name	No. Resp Prop. Loss	Disp. to Enrte. Min.	Resp. Min. Cont. Loss	Officer in Charge	Total Hr:Min:Sec
0000106-000 8247 S Van Vleet RD	08/26/2010	13:19	12	111 AMA to Gaines Twp		\$ 0	22 0.00	5.00	PLUMB, DAVID J - CAPTAIN/EM	5:41:00
0000107-000 1500 North Towne Commons BLVD	08/27/2010	16:47	12	111 MA to Fenton Township		\$ 0	21 0.00	35.00	MERRIAM, ERIC M - ASSISTANT	2:53:00
0000108-000 12200 Bristol RDS MRS Irene Gorbutt	08/27/2010	18:10	2	531 Smoke or odor removal	MRS Irene Gorbutt	\$ 0	9 0.00	10.00	Barr, James D - SERGEANT	0:27:00
0000109-000 3110 S Duffield RD MR Paul Kimsel	08/27/2010	20:19	1	142 Brush, or brush-and-grass mixture	MR Paul Kimsel	\$ 0	11 0.00	6.00	MERRIAM, ERIC M - ASSISTANT	0:24:00
0000110-000 Directions East of 8119 Calkins Rd. MR Steve Aldridge	08/28/2010	11:37	2	143 Grass fire		\$ 0	8 0.00	13.00	MERRIAM, ERIC M - ASSISTANT	0:46:00
0000111-000 209 oakwood DR MR Greg Wilson	08/28/2010	22:11	12	111 AMA to Flushing	MR Greg Wilson	\$ 0	15 0.00	18.00		1:29:00
0000112-000 4534 Raubinger RD Refused	08/30/2010	20:21	1	561 Unauthorized burning		\$ 0	11 0.00	7.00	TREIGER, MICHAEL P - LIEUTENANT	0:16:00
0000113-000 2357 Lavelle RD	08/30/2010	21:31	12	111 Building fire		\$ 0	18 0.00	23.00	PLUMB, DAVID J - CAPTAIN/EM	2:20:00
0000114-000 4473 Jenna LN	08/31/2010	13:26	12	142 Grass Fire; MA to Fnt Twp		\$ 0	18 7.00	15.00	TABIT, STEPHEN D - CAPTAIN/EM	3:04:00
Incidents by Shift Including Exposures										
	No. Resp.	Total Hr:Min	Prop. Loss	Cont. Loss	0	1	2	3	4	
Totals:	255	25:12:00	\$ 750	\$ 0	0	7	11	3	0	

The total number of incidents, including exposure fires is 21.
The number of exposure fires is 0.

SWARTZ CREEK AREA FIRE DEPARTMENT
Income/Expense Report
For the Eight Months Ending August 31, 2010

	Description	Current Mth	Y-T-D	Budget	Remain. Budget	% Budget
Revenues						
3582	OPERATING CONTRIBU	6,121.44	217,881.37	237,300.00	19,418.63	(0.92)
3583	EQUIPMENT CONTRIBU	0.00	15,300.00	30,600.00	15,300.00	(0.50)
3628	MISC. INCOME (SUNDR	0.00	20.00	0.00	(20.00)	0.00
3630	GRANT INCOME	0.00	0.00	0.00	0.00	0.00
3664	INVESTMENT INCOME	0.00	89.04	300.00	210.96	(0.30)
3673	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
	Total Revenues	6,121.44	233,290.41	268,200.00	34,909.59	(0.87)
Expenses						
4703	SOCIAL SECURITY	885.05	6,283.03	12,100.00	5,816.97	0.52
4704	STAFF SALARIES	3,330.02	27,053.16	45,500.00	18,446.84	0.59
4705	MAIN/TRAIN-SALARIES	867.00	7,045.44	10,900.00	3,854.56	0.65
4706	OFFICER SALARIES	1,250.00	8,750.00	15,000.00	6,250.00	0.58
4707	FIREFIGHTERS SALARY	6,121.50	39,281.88	74,000.00	34,718.12	0.53
4708	DEFERRED COMPENSA	299.00	1,691.25	4,800.00	3,108.75	0.35
4709	MEDICAL-FIREFIGHTER	0.00	3,972.00	6,170.00	2,198.00	0.64
4727	OFFICE SUPPLIES	39.71	819.15	2,700.00	1,880.85	0.30
4728	BUILDING SUPPLIES	0.00	381.04	700.00	318.96	0.54
4740	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
4741	EQUIPMENT SUPPLIES	393.02	3,503.15	8,650.00	5,146.85	0.40
4801	CONTRACT SERVICES	0.00	2,591.30	5,700.00	3,108.70	0.45
4820	80th Anniversary	0.00	0.00	0.00	0.00	0.00
4850	COMMUNICATIONS	275.17	1,965.25	3,350.00	1,384.75	0.59
4910	INSURANCE	0.00	24,203.00	26,000.00	1,797.00	0.93
4920	UTILITIES	715.40	7,831.69	17,000.00	9,168.31	0.46
4960	EDUCATION & TRAININ	41.58	656.77	5,030.00	4,373.23	0.13
4970	OFFICE EQUIPMENT	0.00	59.88	240.00	180.12	0.25
4976	FIRE EQUIPMENT	0.00	3,551.59	13,860.00	10,308.41	0.26
4978	FIRE EQUIP.-MAINT/REP	1,127.47	8,268.03	15,300.00	7,031.97	0.54
4979	FIRE EQUIPMENT-UPGR	0.00	450.00	0.00	(450.00)	0.00
4981	APPARATUS	0.00	0.00	0.00	0.00	0.00
4982	Loose Equip. New Apparat	0.00	0.00	0.00	0.00	0.00
4983	Misc. Upgrades	0.00	0.00	0.00	0.00	0.00
4984	COMPUTER EQUIPMENT	0.00	359.00	600.00	241.00	0.60
4988	COMPUTER SOFTWARE/	0.00	379.00	600.00	221.00	0.63
4999	RESERVE	0.00	0.00	0.00	0.00	0.00
	Total Expenses	15,344.92	149,095.61	268,200.00	119,104.39	0.56
	Net Income/<Loss>	(9,223.48)	84,194.80	0.00		
3400	FUND BALANCE-Beginni	0.00	61,597.70	0.00		
	Fund Balance-End of Year	(9,223.48)	145,792.50	0.00		

AS OF: September 13, 2010
TO: Swartz Creek Area Fire Authority
RECORDED BY: Fire Chief Brent Cole
SUBJECT: Current Apparatus Readiness Status

Unit	Type	Assignment	Status
11	98 Pumper	Station 1	In service. Aug. 27: Sgt. VanArsdale replaced the flashing unit for the ladder rack after visiting Halt Fire to correct interface adaptor.
12	91 Pumper	Station 1	In service.
16	91 Squad	Station 1	In service. (1)
17	79 Grass Rig	Station 1	In service. Sept. 13: Informed by BC King that clutch will need to be repaired. Estimates are expected to be received for the Fireboard meeting on September 20.
21	99 Pumper	Station 2	In service. Aug. 10: Ladder rack hydraulic fitting leak caused the assembly to drop 2' and bend the main support attached to the lift cylinder to bend and crack a weld. Was able to return to upright position, but difficult to secure to apparatus. Aug. 27: King contacted Halt Fire to request they inspect the vehicle while in the area to reduce trip charges. Possibly be able to stop by within two weeks while in the area.
23	92 Tanker	Station 2	In service.
26	93 Squad	Station 2	In service.
27	79 Grass Rig	Station 2	In service.

(1) Cynergy Wireless has the 800 portable radio to be able to test the status of the headset if they can be fixed.

Aug. 30: Talked to Paul, Cynergy Wireless. They advised two connector cables need to be replaced for approximately \$50 each and one headset had a connection come loose. No time frame for completion given.

The Swartz Creek Area Fire Department is requesting sealed bids for 5 sets of turnout gear. The accepted brands and models are listed below.

Sperian Ultra-Motion
Janesville V-Force
Globe G-Xtreme

The gear that is quoted must meet or exceed all requirements listed below. Failure to meet any of the below listed requirements may constitute the sealed bid being rejected.

General

The coat and pants shall meet the following requirements:

The gear must be the latest design that increases mobility for the firefighter by allowing for the greatest range of motion while at the same time reducing stress and exertion to the user. Specific areas include but are not limited to the elbows, knees, shoulders, and waist.

Gear must meet all current NFPA standards including the latest revisions.

Construction materials shall be the following. Outer shell shall be of a minimum of 7oz. PBI Matrix, tan in color. Thermal liner shall be Glide II 2 layer made of virgin material. Moisture barrier shall be Crosstech double layer.

The liner systems shall be easily removable from the outer shell for maintenance and repair.

All seams (including but not limited to) closures, trim, patches, hooks, and Velcro shall be double stitched.

Garments shall have inspection ports to evaluate the integrity of the internal liners.

All closures shall be Velcro with the exception of the front closure on the pant and coat, which shall be inner zipper and outer Velcro.

Your Company must provide fitting for the selected members at our location at 2 dates and times of our choosing that is agreeable to both parties.

Coat

The coat shall meet the following requirements:

Short length coat while still maintaining the appropriate overlapping as required by the latest revision of NFPA during all ranges of motion.

A soft Drag Rescue Device that functions freely of the liner system and outer shell and shall have PBI cover flap labeled "DRD".

Lettering high on the center of the back of the coat reading "S C A F D" shall be Scotchlite 3-inch lime stitched onto the coat. Iron on or glued letters are not acceptable.

Reflective trim shall be "New York" style Scotchlite lime/silver triple trim.

A radio pocket with a drain hole in the bottom and Velcro closure on the right chest made from outer shell material. The pocket shall be 4" wide X 2" deep X 7" tall. There shall be a microphone loop made of outer shell or similar material for the purpose of securely hanging speaker mic above the radio pocket.

A reinforced snap hook and a reinforced D ring on the left chest.

Bellows style left and right pockets with drain holes in the bottom and Velcro closure. The pockets shall incorporate hand warmers.

Closure shall be zipper type with Velcro storm flap.

A 3" collar with Velcro closure designed for appropriate coverage while allowing full range of motion and comfort for the user.

Cuffs on the coat shall have standard wristlets.

Elbows shall be reinforced for added abrasion and moisture resistance.

An interior pocket on the inside left chest.

Internal liners in the arm shall include a material that prevents wicking of moisture from the wrist up the arm.

American flag patch on the left sleeve

Pants

The pants shall meet the following requirements:

Low rise type while still maintaining appropriate coverage as required in latest revision of NFPA.

Padded rip cord or parachute style adjustable suspenders.

One left and one right bellows style pocket with drain holes in the bottom that is 7" high X 7" wide X 2" deep with Velcro closure. Pockets shall be accessible while wearing the coat without having to lift the coat.

Knees shall be reinforced with a water and wear resistant material of the same or similar color.

Closure shall be zipper with Velcro storm flap.

Adjustable take up straps on the left and right waist.

A single strip of Scotchlite lime/silver triple trim around the lower leg.

Internal liners on the lower leg that come in contact with the boot shall be reinforced with a material that prevents wicking of moisture up the leg and unnecessary wear to the liner system.

Pants shall have a boot cut option that removes a portion of the lower rear pant that will prevent unnecessary wear to the pant from dragging on the ground or being abraded by firefighting boots.

Additional requirements and information

Shipping charges must be included with the proposal and listed as a separate charge.

The Swartz Creek Area Fire Department reserves the right to accept or reject any or all bids at their sole discretion with or without notice or explanation.

The sealed bid that is submitted shall be good for not less than 90 days from the date that is awarded. Your quote must also indicate the size range covered by your pricing and any increases or deviations that fall outside these parameters.

Any questions or concerns that are deemed to may effect your proposal must be addressed with the SCAFD within 3 days of your company receiving the request for sealed bids. Questions can be addressed to Fire Chief Brent Cole at 810 635 2300 during normal business hours or via email at brentcole@scafd.com

Sealed bids must be returned certified mail and be received at the SCAFD no later than October 14, 2010. They shall be mailed to:

Swartz Creek Area Fire Department
Attn: TOG proposal
8100-B Civic Dr.
Swartz Creek MI, 48473

Bids shall be opened at the regularly scheduled Fireboard meeting scheduled for October 18, 2010. The board may award a bid or decline to take action at this meeting pending a review of the proposals.

D:\Cole\Fireboard\Budget & Bid\TOG sealed bid 092010.doc

SWARTZ CREEK AREA FIRE DEPARTMENT
 8100 B CIVIC DRIVE
 SWARTZ CREEK, MI 48473

Voice: 810/635-2300
 Fax: 810/635-7461

INVOICE

Invoice Number: 091311
 Invoice Date: Sep 13, 2010
 Page: 1

Duplicate

Bill to:
CLAYTON TOWNSHIP 2011 MORRISH ROAD SWARTZ CREEK, MI 48473

Ship to:
CLAYTON TOWNSHIP 2011 MORRISH ROAD SWARTZ CREEK, MI 48473

Customer ID	Customer PO	Payment Terms	
CLAY01		Due at end of Month	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		9/30/10

Quantity	Item	Description	Unit Price	Amount
292.88	FIRE02	FIRE SERVICE 08/2010	12.97	3,800.07
Subtotal				3,800.07
Sales Tax				
Total Invoice Amount				3,800.07
Payment/Credit Applied				
TOTAL				3,800.07

Check/Credit Memo No:

SWARTZ CREEK AREA FIRE DEPARTMENT
 8100 B CIVIC DRIVE
 SWARTZ CREEK, MI 48473

Voice: 810/635-2300
 Fax: 810/635-7461

INVOICE

Invoice Number: 091310
 Invoice Date: Sep 13, 2010
 Page: 1

Duplicate

Bill to:
CITY OF SWARTZ CREEK 8083 CIVIC DRIVE SWARTZ CREEK, MI 48473

Ship to:
CITY OF SWARTZ CREEK 8083 CIVIC DRIVE SWARTZ CREEK, MI 48473

Customer ID	Customer PO	Payment Terms	
CITY01		Due at end of Month	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		9/30/10

Quantity	Item	Description	Unit Price	Amount
227.88	FIRE02	FIRE SERVICE 08/2010	12.89	2,937.00
Subtotal				2,937.00
Sales Tax				
Total Invoice Amount				2,937.00
Payment/Credit Applied				
TOTAL				2,937.00

Check/Credit Memo No:

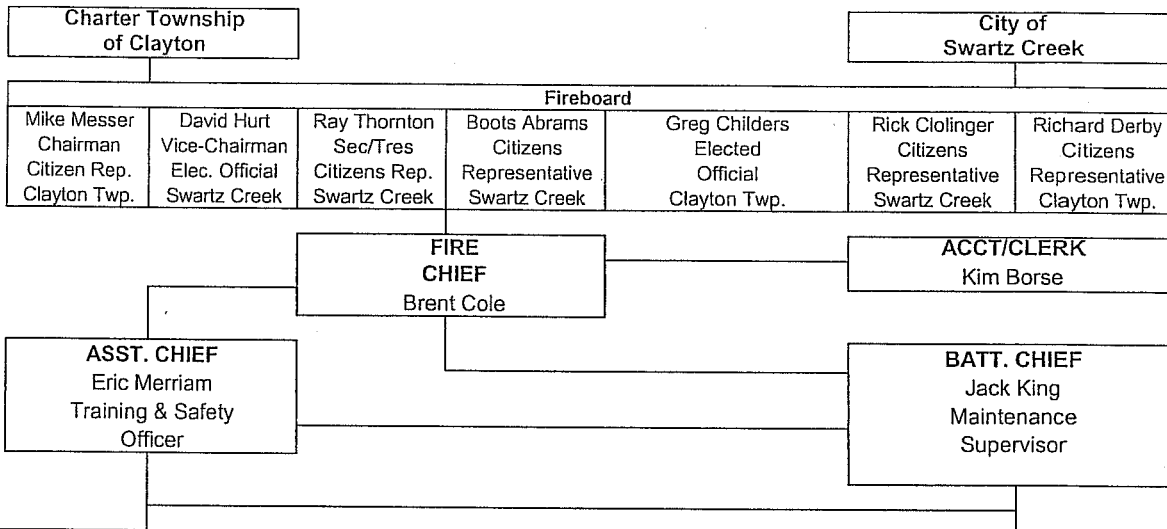
10

BILLS PAID LIST

					31-Aug-10
DATE:	CHECKS	PAYEE:	AMT	ACCT	TRANSACTION DESCRIPTION
8/2/2010	15508	CHARTER COMMUNICATIONS	\$43.16	4850	PHONE STA 2
8/2/2010	15509	CLAYTON TWP	\$40.51	4920	SEWER-STA 2
8/2/2010	15510	SCAFA	\$385.00	22024	ASSOC DUES
8/2/2010	15511	FLUSHING LAWN & TRACTOR	\$67.33	4978	G-27 PUMP & SAWS
8/2/2010	15512	FRIEND OF THE COURT	\$19.30	22026	FRIEND OF THE COURT
8/2/2010	15513	ICMA	\$430.94	22023	DF COMP EE PORTION
			\$299.00	4708	DF COMP ER PORTION
8/2/2010	15514	PAYROLL	\$6,333.45	1002	PAYROLL FF & STAFF
8/9/2010	15515	CHASE	\$2,263.99	22021	07/10 SOC SEC
8/9/2010	15516	CLARK FIRE & SAFETY	\$319.00	4978	HYDROSTATIC TESTING
8/9/2010	15517	ICMA	\$69.42	22023	DF COMP EE PORTION
8/9/2010	15518	SOUTHEAST EQUIPMENT	\$290.00	4978	M/A AIR QUALITY
8/9/2010	15519	STATE OF MICHIGAN	\$330.33	22022	07/10 STATE TAX
8/9/2010	15520	SUBURBAN AUTO	\$23.28	4741	EQUIP SUPPLIES
8/16/2010	15521	COMCAST	\$188.85	4850	PHONE/INTERNET STA 1
8/16/2010	15522	CONSUMERS ENERGY	\$161.70	4920	UTILITIES STA 2
8/16/2010	15523	GIL ROYS	\$8.87	4741	EQUIP SUPPLIES
8/16/2010	15524	INTERLIGHT	\$47.70	4741	LIGHTS
			\$8.50	4727	SHIPPING
8/16/2010	15526	VISA	\$41.58	4960	REHAB SUPPLIES
			\$155.95	4741	AED BATTERY
8/23/2010	15527	CITY OF SW. CREEK	\$513.19	4920	UTILITIES STA 1
8/23/2010	15528	HALT FIRE	\$73.93	4978	FLASHER LIGHT
			\$7.40	4727	SHIPPING
8/23/2010	15529	ICMA	\$69.42	22023	DF COMP EE PORTION
8/23/2010	15530	TIME EMERGENCY	\$66.25	4978	BEACON
			\$9.00	4727	SHIPPING
8/30/2010	15531	CHARTER COMMUNICATIONS	\$43.16	4850	DF COMP EE PORTION
8/30/2010	15532	DOUGLASS SAFETY	\$295.00	4978	GAS DETECTOR
			\$7.36	4727	SHIPPING
8/30/2010	15533	HALT FIRE	\$15.96	4978	DT PLUG CONNECTORS
			\$7.45	4727	SHIPPING
			(\$2,263.99)	22021	07/10 SOC SEC
			(\$330.33)	22022	07/10 STATE TAX
			\$2,478.66	22021	08/10 SOC SEC PAYABLE
			\$381.81	22022	08/10 STATE TAX PAYABLE
			\$1,156.78	1002	8/25 PAYROLL
			\$1,128.79	1002	8/11 PAYROLL
			\$157.22	4741	FUEL CREDIT
		TOTAL	\$15,344.92		

Swartz Creek Area Fire Department

Organization Chart



STATION 1				STATION 2			
Capt. Steve Tabit - Quarter Master				Capt. Dave Plumb - Asst. Qtrmstr, Coordinator, Run % Monitor			
Lt. Mike Treiger - Fire Prevention & Station 1 Assignments				Lt. Dave Jones - Vehicle Inspections & Station 2 Assignments			
Lt. Brendt Cole - Medical & Rehab Supplies				Lt. Rich Tesner - Uniforms			
Leave Expires	Dir.Res.Start	Off Prob.		Leave Expires	Dir.Res.Start	Off Prob.	
FF Rod Armstrong				SGT James Barr II			
FF Greg Baker				FF Jarrad Brooks			
FF James Bowers				FF Anthony Davis	01/18/05		
FF Rick Castano				<i>FF Joshua Hall</i>		08/16/11	
FF Tiffany Forbes				FF Lori McKerracher	05/31/01		
<i>FF Chad Thornton</i>		08/16/11		FF Tim McKnight			
FF Daniel Hill				<i>FF Dan Merriam</i>		06/21/11	
FF Jeffery Jarrad				FF Karen Merriam			
FF Jeffrey Kelley				FF Mark Merriam			
<i>FF Todd Kimber</i>	09/23/10			FF Ann Samida			
<i>FF Dale Link</i>		09/21/10		FF Bill Samida			
FF Scott Martin				FF Steve Webster			
FF Walter Melen				FF Joe Yambrick	7/20/09		
FF Brian Scott							
SGT Kevin VanArsdale	04/15/04						
FS Bob Plumb							
RO Valerie Dow							
On personal leave/Medical=		1		On personal leave/Medical=		0	
Suspended=		0		Suspended=		0	
Non-Probationary Total =		12		Non- Probationary =		11	
Probationary Total =		2		Probationary =		2	
Firefighter Subtotal =		15		Firefighter Subtotal =		13	
Radio Operators =		1		Radio Operators =		0	
Support =		1		Support =		0	
Station Personnel Total =		17		Station Personnel Total =		13	

(1) probation to be extended due to medical leave

Total Officers =	9
Total Firefighters=	29
Support	1
Radio Operators =	1
Total active =	40

Name in italics = probationary status

Font = Suspension

Font = Leave of absence or sick leave

Updated: 9/13/2010

Officers (Excluding Sergeants) =	8
Active non-probationary =	23
Active probationary =	4
Active Radio Operators =	1
Support	1
Suspended=	0
Medical or extended leave =	2
Total dept. force =	39

Fire Chief Brent Cole

From: C D Hurt [dhurt@cityofswartzcreek.org]
Sent: Tuesday, August 24, 2010 14:02
To: Fire Chief Brent Cole
Subject: {Spam?} Re: Meeting Start Change
Attachments: _Certification_.txt

To all,

A reminder note from last night's meeting. For the remainder of 2010, the Fireboard meetings will be starting at 1915 (7:15PM) to accommodate Mike Messer attending a college class. He requested the meeting start later since he wouldn't be able to arrive until approximately 1910 (7:10PM) at the earliest.

The only meeting that this may be a problem is the December 20th meeting which is scheduled to start at 1800 (6:00PM) to avoid conflict with City Council's meeting.

Dave,

Do you know if City Council will not be a conflict, like last year?

Thanks,
Brent

Brent,

We should be able to meet at 7:15 right through the end of 2010 because the Swartz Creek City Council will meet on the 6th and 13th in December.

Dave Hurt

PS--I won't be able to attend the Fallen Firefighter memorial on Sept. 11 because I will be out of town that weekend.

GUIDELINE: #426

ADOPTED: January 01, 2002

REVIEWED: 11/13/2007

REVISED: 11/18/07, 04/07/09, 11/22/2009, 08/23/2010

SUBJECT: PERSONNEL GUIDELINES: Alarm Attendance Percentage Requirements

PURPOSE: To establish a minimum alarm attendance guideline.

OBJECTIVE: To establish specific guidelines for the administration, posting, and issues associated with this guideline. To provide a mechanism that may increase the proficiency of SCAFD Firefighters.

1. The minimum alarm response percentage required of all firefighters, radio operators, and support personnel shall be twenty-five percent (25%).
2. On a monthly basis, personnel will have their attendance calculated by the Accounting/Clerical Specialist.
3. The list will be posted at each station and will include all personnel.
4. Each person will be responsible for submitting their work schedule to the Acct/Clerical Specialist; those with diverse schedules must have their schedules submitted to the Acct/Sec Specialist no later than the 2nd day of the proceeding month.

(Note: Once the percentages are calculated and letters are sent out, those failing to comply with this SOG will not be allowed changes to bring their percentage up, unless it is determined the error was made by the Officer sending the letter or the Acct/Clerical Specialist. Failure to submit your availability on time will not constitute a change)

5. Any alarm that is received during the shift you are assigned to will not be counted towards your overall percentage. If you should respond during your assigned shift, you will be given credit for the response and it will be included in your overall percentage.
6. It shall be the responsibility of each person to advise the Acct/Clerical Specialist of shift changes.
7. Other situations that may constitute non-responsibility for a particular alarm include:
 - A. Sick leave (slip from your doctor will be required to report back to active duty)
 - B. Leave of absence (officially in writing)
 - C. Extraordinary circumstances may be reviewed on a case by case basis by the Chief and Responsible Officer
 - D. ~~For those alarms deemed single station, as spelled out in the directive from the Fire Chief dated November 22, 2009.~~ **Refer to directive Alarm Attendance Directive Reversion dated August 23, 2010 for more details.**
8. Abuse of the list above may constitute a formal review of the individual's status by an Officer or Fire Chief.
9. On a quarterly basis, the officer assigned to enforce this SOG will also review overall responses and availability to alarms of each personnel. If it is found that on a regular basis the availability and response of any personnel does not allow said person adequate time for the SCAFD, information will be passed along to the Fire Chief to be addressed on a case by case basis.

Note: It is hoped that that each person shall evaluate his/her own situation and address the issue before it is taken to this level.

SOG426

08/10

Page 1/2

10. Infractions shall be dealt with as prescribed in SOG 420; Discipline. If discipline is needed, the period of time that will constitute enforcement will be on a quarterly basis of January 1 to March 31, April 1 to June 30, July 1 to September 30, October 1 to December 31.

COMMENT: The intent of this SOG is to provide a mechanism that will foster an acceptable proficiency level for firefighting and support personnel. If commitments outside of the SCAFD do not allow you to fulfill this SOG, then a self-evaluation should be conducted. A face-to-face discussion with the Fire Chief may resolve any questions as to individual deficiencies.

CITY OF SWARTZ CREEK
BOARDS AND COMMISSIONS (Rev April 26, 2010)



BOARD/COMMISSION	ADDRESS	HOME	OFFICE-CELL	START	APPOINT	END	MISC
CITY COUNCIL							
C. David Hurt 1st	9214 Chesterfield	635-7706		03/08/99	11/07/06	11/02/10	4 Yr.
Richard B. Abrams At-Large	5352 Greenleaf	635-9224		11/06/84	11/04/08	11/06/12	4 Yr.
Rae Lynn Hicks 2nd	8373 Miller	635-3569	C=869-7546	11/07/06	11/07/06	11/02/10	4 Yr.
Betty Binder At-Large	8079 West Bristol Rd	635-4930	c=730-0080	11/04/08	11/04/08	11/06/12	4 Yr.
Curtis Porath 3rd	4485 Frederick St.	635-4398	C=348-4162	11/05/02	11/07/06	11/02/10	4 Yr.
David Krueger At-Large	7399 Miller Rd	635-4692	C=240-2358	11/04/08	11/04/08	11/06/12	4 Yr.
Michael Shumaker 4th	4084 Jennie Lane	635-3107	C=429-3068	11/05/02	11/07/06	11/02/10	4 Yr.
BOARD OF REVIEW							
Robert Brown	4359 Springbrook Dr.	635-0615		07/01/09	07/13/09	0721/12	3 Yr.
Joseph J. Edgerton	9127 Chesterfield	635-9832	635-9513		11/25/02	06/30/11	3 Yr.
Thomas MacGillivray	5052 Fairchild		C=869-1443		06/30/07	06/30/13	3 Yr.
FIRE BOARD							
Richard L. Derby Clayton	9230 Corunna	635-4056		??	??		
Michael Messer Clayton	2060 S. Morrish	635-3476		??	??		
Rod Shumaker Clayton	7077 Lou Mac	635-2543		??	??		
Ray Thornton -City Citizen Rep	5367 Greenleaf	635-9205		04/01/08	11/10/08	11/10/10	2 Yr.
Rick Clolinger City Citizen Rep	8100-A Civic	635-4401		12/04/06	11/10/08	11/10/10	2 Yr.
David Hurt Council Rep	9214 Chesterfield	635-7706		11/10/08	11/10/08	11/10/10	2 Yr.
Boots Abrams	5352 Greenleaf	635-9224		04/01/10	04/01/10	03/31/11	1 Yr.
GENESEE COUNTY METRO ALL							
David Krueger Delegate	7399 Miller Rd	635-4692	C=240-2358	11/24/08	11/24/08	11/08/10	2 Yr.
Ronald Schultz Citizens	4279 Springbrook Dr	635-8575	732-1574	07/01/04	11/24/08	11/08/10	2 Yr.
GEN COUNTY NARC CONTROL							
Curtis Porath Delegate	4485 Frederick St.	635-4398	C=348-4162	11/24/08	11/24/08	11/08/10	2 Yr.
Rae Lynn Hicks Alternate	8373 Miller	635-3569	C=444-8229	11/24/08	11/24/08	11/08/10	2 Yr.
GEN COUNTY SMALL CITIES							
Richard Abrams Delegate	5352 Greenleaf	635-9224		11/25/02	11/24/08	11/08/10	2 Yr.
Mike Shumaker Alternate	4084 Jennie Lane	635-3107	C=429-3068	11/25/02	11/24/08	11/08/10	2 Yr.
LOCAL OFF COMP COMM							
Monte R. Morgan, Vice Chair	5388 Greenleaf	635-4395			09/30/07	09/30/10	3 Yr.
Patricia Maksymiu, Chair	7188 Miller	635-3814			11/27/06	09/30/10	4 Yr.
Ronald Schultz	4279 Springbrook	635-8575	732-1574	11/25/02	09/08/08	09/30/11	3 Yr.
David Alexander	5346 Greenleaf Dr.	635-2321			09/30/07	09/30/11	4 Yr.
Tommy Butler	40 Somerset	635-7640			10/01/09	09/30/10	1Yr.
PARK AND REC ADV BOARD							
Korene Kelly	7281 Bristol Rd.	635-8632	C=252-7116		01/01/06	12/31/09	3 Yr.
Rodney Gardner	5024 Brady	635-9101		11/22/99	01/01/06	12/31/09	3 Yr.
Michael Shumaker	4084 Jennie	635-3107	C=429-3068	11/22/99	01/01/06	12/31/09	3 Yr.
Rick Henry	6353 Bristol	635-7509			01/01/06	12/31/09	3 Yr.
Bradley Stiff (Chair)	9040 Chesterfield Dr.	252-3174		10/24/06	10/04/06	12/31/09	3 Yr.
Dave Plumb	5152 S. Morrish #79	965-4573		11/24/08	11/24/08	12/31/09	1 Yr.
Rae Lynn Hicks (Vice)	8373 Miller	635-3569		04/10/01	01/01/06	12/31/09	3 Yr.
Ray Thornton	5367 Greenleaf Dr.	635-9205		11/09/03	01/01/06	12/31/09	3 Yr.
James Florence (Sec)	4296 Springbrook	635-2772	C=444-2002	11/25/02	01/01/06	12/31/09	3 Yr.
PLANNING COMMISSION							
Robert Florine	5914 Cross Creek	635-8764		07/01/03	07/13/09	06/30/12	3 Yr.

CITY OF SWARTZ CREEK
BOARDS AND COMMISSIONS (Rev April 26, 2010)

BOARD/COMMISSION	ADDRESS	HOME	OFFICE-CELL	START	APPOINT	END	MISC
James Florence	4296 Springbrook	635-2772	C=444-2002	09/08/08	07/13/09	06/30/12	3 Yr.
Kathy Ridley	3414 Elms	635-3168		09/17/02	07/01/10	06/30/13	3 Yr.
Carl Conner	4061 Elms	635-9024	238-5200, Pgr:88	10/25/99	07/01/08	06/30/11	3 Yr.*
Douglas Stephens (Chairperson)	5250 Birchcrest	635-2134	635-4090	06/26/89	07/01/08	06/30/11	3 Yr.*
Bud Grimes	5171 Oakview Drive	635-7284		07/01/04	07/01/10	06/30/13	3 Yr.
C. David Hurt	9214 Chesterfield	635-7706		11/30/03	11/10/09	11/08/10	1 Yr.
Paul Bueche	8083 Civic Dr	635-4464		11/09/98	11/24/08	11/08/10	2 Yr.
Richard Abrams	5352 Greenleaf Dr	635-9224		11/12/02	11/24/08	11/08/10	2 Yr.
W.W.S. ADV COMM							
Adam Zettel, Delegate	8083 Civic	635-4464			11/24/08	11/08/10	2 Yr.
Tom Svrcek, Alternate	8083 Civic	635-4464			11/24/08	11/08/10	2 Yr.
ZONING BOARD OF APPEALS							
Douglas Stephens	5250 Birchcrest	635-2134	635-4090	10/25/99	07/01/08	06/30/11	3 Yr.*
Ronald Smith, Secretary	9194 Chesterfield	635-9619		07/10/95	07/01/08	06/30/11	3 Yr.*
Curt Porath Council Rep	4485 Frederick St.	635-3079		11/11/02	11/24/08	11/08/10	2 Yr.
Ronald Schultz, Chairperson	4279 Springbrook	635-8575	732-1574	11/08/04	11/06/07	11/03/10	3 Yr.
James Packer, Vice Chairperson	7216 Miller Rd.	635-3724			11/06/07	11/03/10	3 Yr.
Bradley Stiff (Alternate)	9040 Chesterfield Dr.	252-3174		10/13/08	10/13/08	06/30/11	3 Yr.*
John Gilbert (Alternate)	7459 Miller Rd.	635-9762		10/13/08	10/13/08	06/30/11	3 Yr.*
CONSTR. BOARD OF APPEALS							
Douglas Stephens	5250 Birchcrest Dr.	635-2134	635-4090	06/09/03	11/24/08	11/08/10	2 Yr.
Michael Shumaker	4084 Jennie	635-3107	C=429-3068	06/09/03	11/24/08	11/08/10	2 Yr.
Ronald Schultz	4279 Springbrook	635-8575	732-1574	06/09/03	11/24/08	11/08/10	2 Yr.
911 CONSORTIUM							
Paul Bueche (Executive Board)	8083 Civic	635-4464			11/24/08	11/08/10	2 Yr.
STREET ADMINISTRATOR							
Adam Zettel Delegate	8083 Civic Dr.	635-4464		11/27/06	11/24/08	11/08/10	2 Yr.
Tom Svrcek Alternate	8083 Civic Dr.	635-4464		11/27/06	11/24/08	11/08/10	2 Yr.
DDA							
Richard Abrams (Mayor)	5352 Greenleaf Dr.	635-9224		09/27/04	11/24/08	11/08/10	2 Yr.
Teresa L. Spence	11401 Miller, Gaines 484	989-288-4646, 989-288-0609		04/26/10	04/26/10	03/31/12	4 Yr
Paul Bueche	8083 Civic Dr.	635-4464		09/27/04	12/01/10	11/30/13	1 Yr. / 4Yr
Rodney Gardner	5024 Brady St.	635-9109	C= 625-7626	09/27/04	04/01/10	03/31/14	4Yr
Cliff Hull	6200 Reid Rd. Sw. Cr.	655-3714	635-4090	09/27/04	04/01/10	03/31/14	4Yr
Steve Mardlin	5340 Chin Maya Dr. Sw. Cr.	635-3869	635-9010	09/27/04	04/23/07	03/31/11	4Yr
Mark Nemer	8122 W. Hill Sw. Cr.	635-2041	635-2227	09/27/04	04/01/08	03/31/12	4 Yr. / 4Yr*
Ernie Eckerdt	5019 Brady, PO Box 4	635-8790		01/28/08	12/01/10	11/30/13	4 Yr.
Sandy Raffaelli	8098 Miller Rd	635-4262	287-1941	09/27/04	04/23/07	03/31/11	4Yr
DDA CITIZEN ADVISORY BOARD							
Vacant (Ernie Eckerdt)				08/22/05	11/27/06	11/04/08	2 Yr.
Juliet Stephens-Kijek	8103 Miller Rd	630-0847		08/22/05	11/24/08	11/08/10	2 Yr.
Vacant (Betty Binder)							2 Yr.
Fred Pajtas	7580 Church St.			08/22/05	11/24/08	11/08/10	2 Yr.
Jennie Moench	5030 First St.	630-0577		08/22/05	11/24/08	11/08/10	2 Yr.
Shelly Wilson	8126 Ingalls St.	625-2555		08/22/05	11/24/08	11/08/10	2 Yr.
Jeff Litwin	7506 Grove	635-9440	C= 240-0996	08/22/05	11/24/08	11/08/10	2 Yr.
Peggy Burnham	8104 Miller Rd.	630-8156		08/22/05	11/24/08	11/08/10	2 Yr.
Becky Tabit	5027 Brady	635-0441		08/22/05	11/24/08	11/08/10	2 Yr.

CITY OF SWARTZ CREEK
BOARDS AND COMMISSIONS (Rev April 26, 2010)

BOARD/COMMISSION	ADDRESS	HOME	OFFICE-CELL	START	APPOINT	END	MISC
Sr. Center							
Melinda Soper, Director	5442 Mancelona, Gr Bl	695-1615	394-2360				
Marta Bentoski, Assit Director	10512 Village, Gr Blanc	603-2790	248-310-0828				
Barbara Hyrman							
Jim Florence, President	4296 Springbrook	635-2772					
Roger Bloss, Vice President	8370 Reid Rd.	635-3788	397-6635				
Ann Knight, Treasurer	4935-321 Ita Ct.	635-7342					
Sally Creech, Secretary	3496 Seymour Rd	635-7703					
Harold O'Brien							
Phillip Bracey	4449 Lindewood Dr	733-3353					
Pat McLeod	9319 Elaine Dr.	635-4954					
Dorothy White	7284 Grandwood Dr	655-8416					
Disaster Policy Committee							
Paul Bueche	8083 Civic Dr.	635-4795		04/10/06	11/24/08	11/08/10	2 Yr.
Boots Abrams	5352 Greenleaf	635-9224		04/10/06	11/24/08	11/08/10	2 Yr.
Rae Lynn Hicks	8373 Miller	635-3569	W= 342-2199	04/10/06	11/24/08	11/08/10	2 Yr.
David Plumb	5152 S. Morrish #79	965-4573	C= 625-6921	04/10/06	11/24/08	11/08/10	2 Yr.
Rick Clolinger	8100-A Civic Dr.	635-4401		04/10/06	11/24/08	11/08/10	2 Yr.
Brent Cole	8100-B Civic Dr.	635-2300		04/10/06	11/01/08	11/08/10	2 Yr.

 November 2010 Elections
 Vacant, Up For Appointment



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING



JENNIFER M. GRANHOLM
GOVERNOR

COL. EDDIE L. WASHINGTON, JR.
DIRECTOR

September 2, 2010

Dear PBT Grant Coordinator:

The Michigan Department of State Police is pleased to announce that your department has been awarded "2" FC10 Preliminary Breath Tester's (PBT) through the Drunk Driving Prevention Equipment and Training Fund. The PBT's will be shipped to your department prior to the end of September.

If you have additional questions, please contact the Alcohol Enforcement Unit at (517) 241-0448 or email at MSP-AlcoholUnit@michigan.gov.

Sincerely,

Monica Yesh, Captain
Commander
Traffic Safety Division

RECEIVED

SEP 14 2010

Per D

Paul Bueche

From: Michigan Municipal League [nbrown@mml.org]
Sent: Tuesday, September 14, 2010 1:31 PM
To: Paul Bueche
Subject: MML Legislative Link: Two-Inch Rule and Transportation Funding



September 14, 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

[State Businesses Ranked Among 100 Fastest-Growing](#)
 Crain's Michigan Business
 9/1/10

What's New

[Governor Celebrates with Coalition at Bill Signing](#)

[City Council Gears Up to Explain Six Ballot Proposals](#)

Two-Inch Rule Fix Introduced

Last week, Senator Kuipers introduced [SB 1475](#), a bill that would reinstate the two-inch rule for sidewalk defects. Earlier this year the Michigan Supreme Court reversed the two-inch rule for sidewalk defects in *Robinson v. City of Lansing*. The court held the two-inch rule applied only to sidewalks adjacent to county highways, meaning the rule would not cover many local sidewalks. [MORE>](#)



State Affairs Update



Budget Deal Patches Over Transportation Match Shortfall – It appears that the Governor and legislative leaders in the House and Senate have arrived at a deal that will cover the [expected transportation funding shortfall](#) for the coming fiscal year. Based upon gas tax and vehicle registration revenue estimates, MDOT was anticipating being \$84 million dollars short

of matching all available federal gas tax revenue that was allocated to Michigan for the coming budget year, potentially jeopardizing nearly a half billion dollars in federal funds. [MORE>](#)

[State Proposes Covering Local's LEIN Payment in FY 2011](#)

[MDOT Announces Public Meetings on Rail Plan](#)

Federal Update

[Michigan Mayors Gather at St. Ignace](#)

[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](#)

\$50 Billion Transportation Bill Proposed by President Obama

– President Obama has proposed a [\\$50 billion transportation initiative](#). The proposal calls for rebuilding 150,000 miles of roads over the next six years along with constructing and maintaining 4,000 miles of rail and rehabilitating or reconstructing 150 miles of airport runways. The proposal also includes the establishment of an Infrastructure Bank to leverage federal dollars with private, state and local capital. [MORE>](#)



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

[Michigan Awarded Broadband Funding](#)

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

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

[League Federal Webpage](#)

21st Century Communities

Bus Transit Brings “Economic and Community Benefits,” MDOT Study Reports

– A new statewide [study](#) by the Michigan Department of Transportation (MDOT) reports that public transit "saves money for riders," "alleviates traffic congestion," "expands mobility," "stimulates the economy," and "protects the environment," according to the report. [MORE>](#)



[Updated Information For Local Energy Solutions Workshop](#)

[What Is Your Walk Score?](#)

[Funding Available for Community Sustainability Projects](#)

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

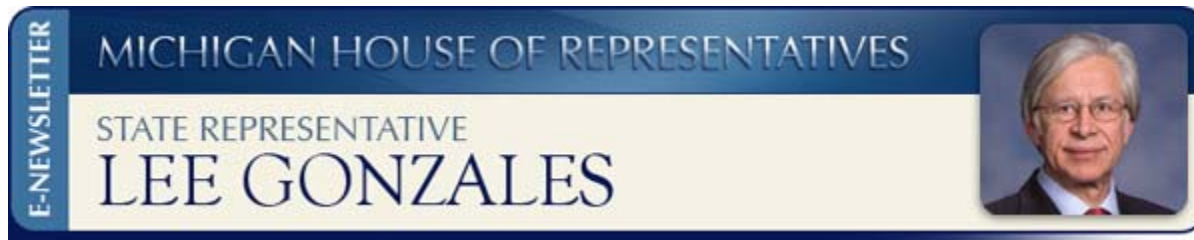
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Michigan Municipal League, 1675 Green Road, Ann Arbor, MI 48105



Paul Bueche

From: Representative Lee Gonzales [leegonzales@mihouse reps.com]
Sent: Friday, September 24, 2010 10:01 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.

Budget Process Moving Along

Work to balance the state budget is ongoing and the process is moving along. I am pleased to report that as of this e-mail we have passed ten out of fifteen budgets. They include: School Aid; Department of Agriculture; Community Colleges; Judiciary; Department of Education; Department of Corrections; Department of Community Health; State Police; Department of Military and Veterans Affairs; and the Department of Energy, Labor and Economic Growth. This is not an easy process and tough decisions continue to have to be made. If you have any questions or concerns about the budget process please feel free to [contact me](#).

Michigan Home Heating Credit Deadline is This Thursday

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: **this 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, call toll-free (800) 827-4000. You also can file online at www.michigan.gov/heatingassistance.

Open Enrollment for Adult Medical Program

The Michigan Department of Community Health will open enrollment for its Adult Medical Program from **Oct. 1 to Nov. 30**. The program provides basic medical care, including prescription coverage, to low-income adults ages 21 to 65 who do not have children and do not qualify for Medicaid.

For more information or to apply, contact the Genesee County Department of Human Services office at (810) 760-2773.

Voter Guide and Ballot Proposal Newsletter Available Online

Please visit my [website](#) to view the voter guide and ballot proposal newsletters. Here you will find information on voter registration, voting procedures, absentee ballots, the 2010 ballot initiatives and Secretary of State contact information.

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



MICHIGAN HOUSE DEMOCRATS

[Click here to unsubscribe.](#)

Genesee County Water & Waste Services

G-4610 Beecher Road
Flint, Michigan 48632

Phone: (810) 732-7870
Fax: (810) 732-9773

Fax

To: Supervisors, Mayors, and Managers	From: Jeff Wright
Fax:	Pages:
Phone:	Date: 4/23/2007
Re:	CC:

The information in this article shows how mismanagement in Detroit costs the ratepayers in Genesee County. I thought it was important to share this article with you since The Flint Journal felt it was not important enough to print.

Please call me if you wish to discuss.

The Detroit News

www.detroitnews.com

September 9, 2010

<http://detroitnews.com/article/20100909/metro01/9090421>

Kilpatrick's friend Ferguson indicted on 8 fraud charges

ROBERT SNELL AND CHRISTINE MACDONALD
The Detroit News

Detroit — Bobby Ferguson, a controversial contractor and friend of former Mayor Kwame Kilpatrick, was indicted Wednesday on eight federal charges, including conspiracy to defraud the United States, mail fraud and money laundering.

In the latest indictment in the ongoing City Hall corruption probe, Ferguson is accused of obtaining millions of dollars in city contracts by falsifying bids, illegally funneling proceeds and dumping debris from other jobs on the grounds of the old Herman Gardens public housing site on the west side.

Ferguson, 41, and his companies allegedly took more than \$10 million in contracts to help rehab the site into Garden View Estates -- a project to benefit the city's neediest residents. The dumping, which allegedly occurred from April 2007 to last month, will cost the federal government \$1.2 million to clean.

"It's shameful. Really shameful," said David Grem, a Detroit criminal attorney and former federal prosecutor.

Ruth Williams, 70, who moved back to the housing project in December, said she saw large dirt piles and debris over the past year. She wasn't surprised by the charges.

"If he is found guilty, he should be made to pay back every penny," she said. "We knew that Bobby wasn't right."

The indictment comes 20 months after the FBI raided Ferguson's offices in Detroit — and demonstrates that federal agents aren't through investigating Kilpatrick's inner circle. U.S. attorneys already have netted 10 felony convictions in their probe, and former City Councilwoman Monica Conyers is due to report to prison on Friday.

Kilpatrick, who is in state prison on a probation violation, was indicted June 23 on 19 fraud and tax counts.

Most of the cases in the investigation have centered on bribery allegations that are more difficult to prove. The case against Ferguson relies on bank records and documents that are easier for a jury to understand, said Peter Henning, a law professor at Wayne State University.

"They don't need a lot of cooperating witnesses that are dirty," Henning said. "This is a case you can bring with just a few cooperators and lots of documents. It's a lot cleaner case."

Ferguson is due to be arraigned at 1 p.m. Monday in U.S. District Court. If found guilty, the charges are punishable by up to 20 years in prison and fines of more than \$2.5 million. His companies could face fines of \$1 million to more than \$10 million.

His lawyers didn't return phone calls for comment, but Ferguson wrote on his blog this year that the FBI investigation into City Hall has had a chilling effect on minority-owned businesses.

"When did it become a crime having a friendship with someone in public office?" wrote Ferguson, who frequently rode motorcycles with Kilpatrick when he was mayor and attended his court hearings in the text-message scandal.

\$170M in city contracts

A Detroit News investigation in 2008 showed Ferguson and his companies had received at least \$170 million in city contracts -- \$109 million from the Detroit Water and Sewerage Department alone -- since Kilpatrick took office in 2002.

But the indictment focused on one project backed by federal and city funds.

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Herman Gardens, which was plagued for years by drug deals and asbestos, was mostly boarded up in the mid-1990s and residents moved out. Its redevelopment into mixed-use, multi-unit housing was billed as the city's largest development in 50 years.

The Detroit Building Authority in January 2007 named a Ferguson-affiliated company, Xcel Construction, to oversee the building of roads and other infrastructure on the 139-acre site. The work eventually grew into a job worth \$11.7 million.

At the time, the authority was headed by Ayanna Benson, Kilpatrick's cousin; and its commissioners included Derrick Miller, a top Kilpatrick aide; Christine Beatty, the former mayor's chief of staff and lover; and the Rev. Wendell Anthony, president of the Detroit Branch NAACP.

Firms, personnel targeted

Ferguson, three employees and companies conspired to defraud the United States by obtaining or trying to obtain more than \$10 million in public contracts tied to the Garden View Estates project, according to the indictment. The Detroit companies named in the indictment are Ferguson Enterprises Inc., Xcel Construction Services Inc. and A&F Environmental/Johnson Construction Services.

The indictment accuses Ferguson and his employees of using false information about the ownership of companies to obtain contracts and then steer the work to another company he owned. Doing so manipulated the competitive bid process, the indictment alleges.

U.S. attorneys also accuse Ferguson and his employees of laundering millions of dollars through Xcel and conspiring to violate laws that require banks to report whenever customers withdraw more than \$10,000 in cash. Ferguson and an employee made 19 withdrawals of \$9,500.

Ferguson avoided hundreds of thousands of dollars in disposal fees by using the Garden View Estates site as a dumping ground for materials hauled from construction projects for the Detroit Water and Sewerage Department, the indictment claims.

The allegations worry residents including Tamisha Hill, 23.

"My kids have to play out here," said Hill, who moved into the complex with her fiancée and two children in February.

Ferguson also was charged with being a felon in possession of firearms after federal agents found two semi-automatic pistols in a search of his office in Detroit. Ferguson was sentenced to jail time in 2005 after pleading guilty to hitting a former employee with a "hard metal object."

Also named in the indictment are three executives at Ferguson companies:

- **Shakib Deria, 42, of Troy, an employee of Ferguson Enterprises and vice president of A&F Environmental/Johnson Construction Services.** Deria didn't return a phone request for comment.
- **Michael Woodhouse, 52, of West Bloomfield Township, president of Xcel Construction.** He declined comment Wednesday.
- **Calvin L. Hall, 42, of Detroit, vice president of Xcel Construction.** He did not return a phone message seeking comment.

Additional Facts

City corruption haul

The Detroit City Hall corruption investigation has led to at least 10 felony convictions, including one from a spinoff case in Southfield:

- **Karl Kado:** The former Cobo contractor, who has said in sworn testimony he made illegal cash payments to former Mayor Kwame Kilpatrick, remains a key government witness and got three years probation.
- **Glenn Blanton:** The former Cobo Center director who admitted taking illegal payments from Kado was sentenced to a year in prison for obstruction of justice.
- **Lou Pavledes:** Another former Cobo director who admitted taking bribes from Kado, Pavledes got 14 months for a banking offense.
- **James R. Rosendall Jr.:** The former Synagro Technologies Inc. vice president became an FBI informant and got 11 months for bribery.
- **Rayford W. Jackson:** The Detroit businessman who was Synagro's local partner is serving a five-year sentence for bribery.
- **Monica Conyers:** The former Detroit councilwoman who cast the deciding vote in favor of the \$1.2 billion Synagro deal is scheduled to report to a federal prison Friday. She is facing 37 months in prison.
- **Jerry Rivers:** A former member of the mayor's executive protection unit, Rivers pleaded guilty to bribery in connection with a city land sale and was sentenced to one year in prison.
- **Kandia Milton:** A childhood friend and top aide to Kilpatrick, Milton pleaded guilty to bribery in connection with the city's sale of Camp Brighton and was sentenced to 14 months in prison for a bribery charge.
- **DeDan Milton:** Another longtime friend of Kilpatrick, who like his brother is cooperating with prosecutors, was sentenced to three years and six months in prison for taking bribes.
- **Sam Riddle:** The political consultant pleaded guilty to a felony conspiracy charge. He is jailed on a state domestic assault conviction and awaiting sentencing in federal court after admitting he helped his one-time boss Conyers shake down businesses seeking action from the City Council and a city pension fund.
- **Mary Waters:** Pleaded guilty to a misdemeanor tax charge May 20.
- **William Lattimore:** The former Southfield city councilman pleaded guilty to bribery after he was picked up on a wiretap of the cell phone of Sam Riddle. He was sentenced to 18 months in prison for bribery.

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