

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday July 11, 2011 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 June 27, 2011 MOTION Pg. 7, 15-31
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 7
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 7, 6-2
 - 6B. Monthly [Police](#), [DPW](#), [Check Ledger](#) Pg. 32, 43, 50
 - 6C. Heritage Village SAD, Final Roll, Associated Data (Agenda Item) Pg. 57-81
 - 6D. Springbrook East SAD, Final Roll, Associated Data (Agenda Item) Pg. 82-99
 - 6E. Ordinance #408, Sewer Use (Agenda Item) CD.
 - 6F. WWS IJA Agreement (Agenda Item) Pg. 100-111
 - 6G. Government Consolidation (Agenda Item) Pg. 112-114
 - 6H. Vandalism Repair Quote (Agenda Item) Pg. 115
 - 6I. Medical Marijuana Data (Agenda Item) Pg. 116-121
 - 6J. DDA Packet CD.
 - 6K. Legislative Update, MML Pg. 122-124
 - 6L. Consumer Energy Hearing Notice Pg. 125-127
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Public Hearing, Heritage Village Special Assessment District PUBLIC HEARING
 - 8B. Heritage Village SAD, Approve, Establish District, Order SAD Roll RESO. Pg. 8, 57-81
 - 8C. Heritage Village SAD, Receive, Approve, File Roll, Set Public Hearing RESO. Pg. 9, 57-81
 - 8D. Public Hearing, Springbrook East Special Assessment District PUBLIC HEARING
 - 8E. Springbrook East SAD, Approve, Establish District, Order SAD Roll RESO. Pg. 10, 82-99
 - 8F. Springbrook East SAD, Receive, Approve, File Roll, Set Public Hearing RESO. Pg. 11, 82-99
 - 8G. Adopt Ordinance #408, Sewer Use RESO. Pg. 12, CD
 - 8H. Inter-Jurisdictional Agreement, WWS RESO. Pg. 12, 100-111
 - 8I. Set Special Meeting, Consolidation of Services RESO. Pg. 13, 112-114
 - 8J. Appropriation, Repair Vandalism RESO. Pg. 14, 115
 - 8K. Medical Marijuana DISC. Pg. 6, 116-121
9. **MEETING OPENED TO THE PUBLIC:**
 - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

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

Regular Council Meeting of Monday July 11, 2011 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 8-July-2011

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

- ✓ **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	\$168,819*	\$27,684	\$59,160	\$594,660
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

*Includes Developer Contribution of \$54,000

- MILLER ROAD PROJECT, ELMS-TALLMADGE** (Status)

The contractor is Cadillac Asphalt LLC of Wixom Michigan, bid amount of \$507,816.54. This project also includes the extension and widening of Elms Road for the Family Farm & Home Project and the removal of the concrete traffic island on Miller between I-69 and Elms. We also appropriated an additional amount of \$16k at the meeting of June 27th, for concrete repairs east of the intersection. Work is underway, ahead of schedule and to date, slightly under cost. Unless Council has any objections, if additional funds from the proposed work become available, we will use them for concrete repairs east of the intersection. Here are the latest cost assumptions for this project:

Construction Bid (Cadillac)	Design & Construction Engineering	Add-On Concrete Repairs	Total	TIP Grant	Developer Contribution (Andoni)	Total Local Cost - City Obligation
\$507,820	\$86,844	\$16,100	\$610,764	(\$339,000)	(\$54,000)	\$217,764

- ✓ **LOCAL STREET FUND, TRAFFIC IMPROVEMENTS**
- 2008 REPAIR ROSTER** (Status)

As a re-cap, the contractor's are Maintenance & Construction Company, of Romulus Michigan, at \$101,547, with construction engineering and testing (\$1,980), the total being \$103,527, and Lang Construction of Flint Michigan, in the amount of \$8,523 for the storm sewer repairs. Totals are:

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

The storm sewer work has been completed with Cape Seal work underway. It is expected to be completed sometime during the week of July 11th.

- ✓ **COUNTY WWS ISSUES PENDING** (*See Individual Category*)
 - KAREGNONDI WATER AUTHORITY** (*Status*)
Pending.
 - SEWER I&I PENALTIES, REHABILITATION** (*Status*)
Implementation delayed until sometime in 2011.
 - SEWER USE ORDINANCE – INDUSTRIAL PRE-TREATMENT** (*Resolution*)
Included with tonight’s program is the infamous Sewer Use Ordinance. The document is as dictated by the County. Mr. Figura is planning on attending.

- ✓ **MARATHON REDEVELOPMENT PROJECT** (*Status*)
As we discussed, the staff is proceeding with the drafting of an RFP - Development Agreement to transfer the property under stipulation and conditions. We’ll see if Marathon weighs in with a different offer.

- ✓ **PERSONNEL & POLICIES & PROCEDURES** (*Status*)
I know it’s been a while on this (actually, quite a while). Not to make excuses, but it’s been a wild ride here since late 2007 just to stay above water. I’ve made a good dent into finishing this and should have it in the near future.

- ✓ **SALE OF CITY PROPERTY 5129 MORRISH ROAD** (*Status*)
Pending a report back to the Council with recommendation on the structure as well as the house the City owns at Morrish & Fortino.

- ✓ **LABOR CONTRACTS** (*Status*)
As a short re-cap, all our labor contracts are frozen. The POLC agreement has been frozen since January 2009. The AFSCME agreement has been frozen since July 2008. The Supervisor’s agreement has been frozen since July 2007, however, to even this agreement out a bit, an additional 40 hours of absent time was granted. The extra absent time cannot be cashed out, rolled over, accrued or paid out in any way. The City Manager Contract has been frozen since December 2004. The extra absent time provision within the Supervisor’s agreement is also applied to the City Manager’s Contract. There are no plans to replace Mr. Zettel’s position. We have two other “at will” classifications, which are without agreements, being our part time police officers and our building inspector. The part time police have been frozen since March 2004 with a change in November 2009 to allow time and a half on holidays. The building inspector is part time and has remained unchanged since October 2006 when the position was established to replace the full time assessor / building inspector. Contracted positions are the assessor and trade inspector’s, being electrical, plumbing and mechanical. With Adam leaving we have a problem with Zoning Administration, Code Enforcement, and to a lesser degree, DDA, Planning Commission and CDBG administration. I am currently working on a solution to this.

- ✓ **FIRE DEPARTMENT: 2011 BUDGET & COST RECOVERY** (*Status*)
 The 2011 Budget was adopted at the meeting of November 22, minus CIP contributions. As indicated, we are looking at long term solutions to all public safety. The cost recovery issue plays into this, however, it is in a state of flux based on the introduction of legislation that may prohibit such ordinances. The legislation has been stalled in committee. On the cost recovery, we'll watch it for a while to see where it heads. Regarding the agreement, the Fire Board has proposed some changes to the contract. I have met with the Township on the agreement, but for now, it appears stalled. The contract expired April 1st; however, there is a roll-over clause that allows continuation. I hope to have a draft for Council review very soon. Additionally, included with tonight's packet is a capital request to replace a grass fire rig. I'll add it to the list of items that need resolve with the Township.

- ✓ **NEIGHBORHOOD STABILIZATION PROGRAM** (*Status*)
 Pending.

- ✓ **AYSO GROUND LEASE REQUEST** (*Status*)
 There has been little additional activity on this matter. I'll drop it from the radar for now until we hear additional from the group.

- ✓ **GO GREEN, EECBG PUBLIC SAFETY BUILDING HVAC GRANT** (*Status*)
 The system has been installed. We are in the process of reconciling submittals to the state for re-imburement.

- ✓ **SPRINGBROOK EAST & HERITAGE ASSOCIATION S.A.D.** (*Resolutions*)
 Included with tonight's agenda are two public hearings accompanied by resolutions for approving profiles, plans & specifications, formal establishment of special assessment district, direct assessor to prepare a special assessment tax roll and report to Council. In addition, also included are resolutions to accept and receive the special assessment district roll, order of filing with the clerk's office, order of availability for public inspection and set another public hearing for July 25, 2011 7:00 PM. The schedule is as follows:
 - June 27th Meeting:** Heritage & Springbrook Resolutions Directing Staff to Prepare Reports & Documents
 Heritage & Springbrook Resolutions to Accept Findings, Reports, Boundaries & Documents, Place Findings in Clerks Office, Set Public Hearing for July 11, 2011 7:00 PM.

 - June 28th:** Public Hearing Notices Mailed to Property Owners, Ad Scheduled in Newspaper
 - July 11th Meeting:** Public Hearing.
 Heritage & Springbrook Resolutions Approving Profiles, Plans & Specifications, Formal Establishment of Special Assessment District, Direct Assessor to Prepare Special Assessment Tax Roll and Report to Council.
 Heritage & Springbrook Special Assessment District Roll Received by Council, Resolution of Acceptance, Order of Filing With Clerks Office, Order of Availability for Public Inspection, Set Public Hearing for July 25, 2011 7:00 PM.

 - July 12th:** Public Hearing Notices Mailed to Property Owners, Ad Scheduled in Newspaper
 - July 25th Meeting:** Public Hearing.
 Council Confirms Special Assessment Roll, Order Roll Placed on File, Directs Assessor to Post the Assessment Roll, Directs Treasurer to Collect As Specified. City Clerk must attach warrant to the Special Assessment roll within 10 days. Appropriate Funds and Distributions, Resolute & Sign Construction Contract

 - August-September:** Construction

October:	Final Expense Reconciliations, Determine Per Unit Cost Adjustments (cannot Exceed Maximum Amount Approved).
November:	Invoice Property Owners,
April 2, 2012:	Payment Due Monday April 2, 2012.
June, 2012:	Year One of Five Year Cycle for Assessment Against Tax Roll

On another note, we are looking at using these time and material prices to perform other repairs. There are two areas on Major Streets that are very distressed, Fairchild at Miller and Winston at Miller. We are also going to look at some repairs to the Public Safety Lot.

- ✓ **WASTE & RECYCLING SERVICES CONTRACT** (*Status*)
Mr. Figura has a draft prepared and Republic is now looking it over. As of the deadline for this meeting, it has not cleared final approval by both parties. I look to have it back at the next meeting. In the meantime, we have a letter of understanding that sets forth the broad terms that we can function under. Republic is awaiting delivery of the containers.
- ✓ **SIGN ORDINANCE** (*Information*)
Adam tells me that the date on this was extended to 2012 when we adopted our Appendix A. Either way, maybe later into the summer when we get past the budget season, we can talk about some solutions here.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **CONSOLIDATION OF SERVICES** (*Resolution*)
We've been quite busy on this subject. After a number of meetings between the City Flint, Clayton and Mundy Township's, three of the four have decided to proceed to the next step, being consultant services to quantify feasibility. Among the current committee, being Supervisor Karyn Miller (Flint Township), Supervisor Dave Guigear (Mundy Township) and myself, a high degree of enthusiasm is present to take a hard look at this. We've bounced around a number of scenarios and we all concur that long-term funding for public safety (police and fire) is on the forefront. A half step behind are other services, such as assessing and building, that we may also want to study. We quickly arrived at the conclusion that none of the communities involved have either the expertise or the objectivity to undertake such an evaluation. In discussions though, we learned that all three of the participating communities used the same auditing firm, being Plante-Moran. Plante-Moran is a national and international company in which the Detroit office offers a wide range of expert business and government services, such as what we seek here. It seemed a logical step to seek assistance through them. Respective attorneys for the municipalities agreed. We met with Plante-Moran staff who outlined specifics of what their company could provide. Cost estimates provided originally included four participating communities and for only public safety. We asked for updated cost estimates based on three communities for combined public safety (police and fire) as well as separate estimates for combined assessing and building. As of writing they are preparing a proposal that will outline a scope of services and cost. The next step? Let's go see where the full boards of all three communities lie. We have scheduled a special meeting for **Wednesday July 20th at 6:00 PM at the Mundy Township Hall, 3478 Mundy Avenue Swartz Creek** (they have the biggest meeting chambers). Plante – Moran will have a presentation, discussion and answer any

questions that the Council or Boards may have. We will be looking for a resolution to proceed with the study. There is a 50-50 match grant sponsored by the Michigan Municipal League to fund such regional consolidation studies. A resolution of committal is needed to apply. I am unsure of the availability or chances of obtaining the grant. The MML advises there is still money available, but you have to meet the qualifications and apply to find out. Either way, grant or no grant, I still believe the cost to explore this option is money well spent. At any rate, I have a resolution to set the special meeting included with tonight's program.

✓ **APPROPRIATION, REPAIR VANDALISM** (*Resolution*)

We had seven air-conditioning units vandalized between the Senior Center-Library and City Hall. Apparently the coolant within these units is popular among the "huffers" (slang for those who choose to sniff the coolant gas). The repair cost estimate is \$4,174. As of writing, the repairs have been made however; we have not been invoiced yet. The actual cost should be close, if not under the estimated amount. The Police Department has some decent video and is looking into suspects. We'll have the option of seeking restitution if we can identify suspects, or, seek insurance re-imburement. In the meantime, we'll have to remit payment to the contractor for repairs. I have a resolution to appropriate payment with 15% in the event that it does run over. I'll keep the Council informed if we find the culprits.

✓ **MEDICAL MARIJUANA** (*Discussion*)

As we all know, this field is changing daily. I had a lengthy conversation with Mr. Gildner as to how we should handle applications as they may relate to the Attorney General's recent opinion as well as a handful of court decisions that have arisen. In his opinion, he believes we should do nothing else and follow our ordinance as written. He does suggest we add one more step. Applications we receive should go over to him at some point before Council's final decision wherein he will review them and render an opinion as to where the law and subsequent interpretations lie at that exact moment in time. I've set this for a short update discussion. Although Mr. Gildner is the local expert on this subject, Mr. Figura will be at tonight's meeting and should be able to answer any high point questions the Council may have.

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.
- ❑ *Deteriorated Retaining Walls & Planters at City Buildings.* The north wall at the Public Safety Building behind the Police Department collapsed. We may be able to come up with a repair for around \$21,000. I'll let the Council know.
- ❑ *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.
- ❑ *Veterans Park Memorial, Street Signs.* We are looking into the purchase of directional street signs.
- ❑ *Deteriorated Consumers' Light Poles, Winchester Village.* Looking for solutions for replacement.
- ❑ *Elms Park "Safety" Concerns".* The Police Chief is looking into this.

**City of Swartz Creek
RESOLUTIONS**

Regular Council Meeting, Monday July 11, 2011 7:00 P.M.

Resolution No. 110711-4A MINUTES – JUNE 27, 2011

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held June 27, 2011 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 110711-5A 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 July 11, 2011 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 110711-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager’s Report of July 11, 2011, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 110711-8B

HERITAGE VILLAGE ASSOCIATION SPECIAL ASSESSMENT DISTRICT; APPROVE, ESTABLISH DISTRICT, ORDER ASSESSMENT ROLL

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek (“City”) and the Heritage Village Condominium Association entered into that certain Special Assessment District Agreement (“SAD Agreement”) dated June 23, 2011; and

WHEREAS, under the SAD Agreement, the City would take over as public streets certain streets within Heritage Village and pave said streets with the full cost of same to be paid for by a special assessment against those properties within the special assessment district benefited by said improvement; and

WHEREAS, in accordance with the SAD Agreement and in further accordance with the City Charter and the Code of Ordinances of the City, on June 27, 2011, the City Council received the city manager’s report for said project and special assessment district and scheduled a public hearing to be held on said project and special assessment district on July 11, 2011; and

WHEREAS, due notice of same having been published and mailed as required by law, the City Council has conducted said public hearing.

NOW, THEREFORE, BE IT RESOLVED that the Swartz Creek City Council hereby approves the profiles, plans and specifications for the Heritage Village Condominium Street Project; and

BE IT FURTHER RESOLVED that the Swartz Creek City Council hereby establishes the Heritage Village Condominium Street Project No. 1 Special Assessment District; and

BE IT FURTHER RESOLVED that the City Council hereby directs the City Assessor to prepare a special assessment roll and report the same to the City Council for confirmation.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 110711-8C

**HERITAGE VILLAGE SPECIAL ASSESSMENT DISTRICT;
RECEIVE, APPROVE & FILE ROLL, SET PUBLIC
HEARING**

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek (“City”) and the Heritage Village Condominium Association entered into that certain Special Assessment District Agreement (“SAD Agreement”) dated June 23, 2011; and

WHEREAS, under the SAD Agreement, the City would take over as public streets certain streets within Heritage Village and pave said streets with the full cost of same to be paid for by a special assessment against those properties within the special assessment district benefited by said improvement; and

WHEREAS, in accordance with the SAD Agreement and in further accordance with the City Charter and the Code of Ordinances of the City, on July 11, 2011, the City Council adopted a resolution approving the plans and specifications for the Heritage Village Condominium Street Project, established the Heritage Village Condominium Street Project Special Assessment District No. 1, and directed the City Assessor to prepare a special assessment roll for such special assessment; and

WHEREAS, the City Assessor has prepared a special assessment roll for the Heritage Village Condominium Street Project Special Assessment District No. 1 and has delivered same to this City Council.

NOW, THEREFORE, BE IT RESOLVED that the Swartz Creek City Council hereby acknowledges receipt of the proposed special assessment roll for the Heritage Village Condominium Street Project Special Assessment District No. 1; and

BE IT FURTHER RESOLVED that the said special assessment roll shall be filed with the City Clerk where it shall be kept and made available for public examination; and

BE IT FURTHER RESOLVED a public hearing on the proposed special assessment roll is hereby scheduled before the city council at the regular City Council meeting to be held on July 25, 2011 at 7:00 p.m. and

BE IT FURTHER RESOLVED that the city clerk is hereby directed to publish and give notice of said public hearing as required by law.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 110711-8E

SPRINGBROOK EAST ASSOCIATION SPECIAL ASSESSMENT DISTRICT; APPROVE, ESTABLISH DISTRICT, ORDER ASSESSMENT ROLL

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek (“City”) and the Springbrook East Condominium Association entered into that certain Special Assessment District Agreement (“SAD Agreement”) dated June 20th, 2011; and

WHEREAS, under the SAD Agreement, the City would take over as public streets certain streets within Springbrook East and pave said streets with the full cost of same to be paid for by a special assessment against those properties within the special assessment district benefited by said improvement; and

WHEREAS, in accordance with the SAD Agreement and in further accordance with the City Charter and the Code of Ordinances of the City, on June 27, 2011, the City Council received the city manager’s report for said project and special assessment district and scheduled a public hearing to be held on said project and special assessment district on July 11, 2011; and

WHEREAS, due notice of same having been published and mailed as required by law, the City Council has conducted said public hearing.

NOW, THEREFORE, BE IT RESOLVED that the Swartz Creek City Council hereby approves the profiles, plans and specifications for the Springbrook East Condominium Street Project; and

BE IT FURTHER RESOLVED that the Swartz Creek City Council hereby establishes the Springbrook East Condominium Street Project No. 1 Special Assessment District; and

BE IT FURTHER RESOLVED that the City Council hereby directs the City Assessor to prepare a special assessment roll and report the same to the City Council for confirmation.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**SPRINGBROOK EAST ASSESSMENT DISTRICT;
RECEIVE, APPROVE & FILE ROLL, SET PUBLIC
HEARING**

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek (“City”) and the Springbrook East Condominium Association entered into that certain Special Assessment District Agreement (“SAD Agreement”) dated June 20th, 2011; and

WHEREAS, under the SAD Agreement, the City would take over as public streets certain streets within Springbrook East and pave said streets with the full cost of same to be paid for by a special assessment against those properties within the special assessment district benefited by said improvement; and

WHEREAS, in accordance with the SAD Agreement and in further accordance with the City Charter and the Code of Ordinances of the City, on July 11, 2011, the City Council adopted a resolution approving the plans and specifications for the Springbrook East Condominium Street Project, established the Springbrook East Condominium Street Project Special Assessment District No. 1, and directed the City Assessor to prepare a special assessment roll for such special assessment; and

WHEREAS, the City Assessor has prepared a special assessment roll for the Springbrook East Condominium Street Project Special Assessment District No. 1 and has delivered same to this City Council.

NOW, THEREFORE, BE IT RESOLVED that the Swartz Creek City Council hereby acknowledges receipt of the proposed special assessment roll for the Springbrook East Condominium Street Project Special Assessment District No. 1; and

BE IT FURTHER RESOLVED that the said special assessment roll shall be filed with the City Clerk where it shall be kept and made available for public examination; and

BE IT FURTHER RESOLVED a public hearing on the proposed special assessment roll is hereby scheduled before the city council at the regular City Council meeting to be held on July 25, 2011 at 7:00 p.m. and

BE IT FURTHER RESOLVED that the city clerk is hereby directed to publish and give notice of said public hearing as required by law.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 110711-8G ADOPT ORDINANCE #408, SANITARY SEWER USE

Motion by Councilmember: _____

I Move the City of Swartz Creek adopt Ordinance #408, an ordinance to amend Article III of Chapter 19 of the Code of Ordinances of the City of Swartz Creek to adopt new regulations for sewage disposal in the City of Swartz Creek and to repeal all current code provisions inconsistent therewith, and further, direct the publication and posting in accordance with law.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 110711-8H INTER JURISDICTIONAL AGREEMENT, GENESEE COUNTY WATER & WASTE

Motion by Councilmember: _____

WHEREAS, the Genesee County Division of Water and Waste has developed a uniform sanitary sewer use ordinance to be used by all members of the county’s waste disposal system, such ordinances required by the EPA and Michigan DNRE, for extended compliance with the Clean Water Act; and

WHEREAS, the City has adopted the ordinance as set forth by the county; and

WHEREAS, the county stipulates that the ordinance cannot be changed, amended or altered without the county’s explicit approval, and further, stipulates that the City must render any and all changes to the sewer use ordinance upon request or demand from the County’s Division of Water & Waste, and in order to accomplish such compliance, stipulates a perpetuity agreement; and

WHEREAS, the City recognizes and supports a uniform, consistent and compliant approach to management of it’s waste disposal system, specific to EPA and Michigan DNRE regulations relating to Industrial contaminants, however, feels that the ordinance presented by the county goes beyond such compliancy; and

WHEREAS, the City has been placed under an ultimatum to comply or be terminated from the system.

NOW, THEREFORE, I Move the City of Swartz Creek enter into the Inter-jurisdictional Agreement as presented by the County Division of Water & Waste, a copy of which is attached hereto, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City.

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

Resolution No. 110711-81 SET SPECIAL COUNCIL MEETING, CONSOLIDATION OF GOVERNMENT SERVICES

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek has suffered significant revenue loss, due primarily, but not limited to; rapid decline of taxable values, MTT settlement reductions for commercial and industrial properties, annual reductions in the state statutory revenue sharing program extending back ten years, decline in investments, and sharp declines in building related revenues; and

WHEREAS, the City continues to reduce and re-organized the services it provides to meet the steadily declining revenues by implementing expense reductions and eliminations, the termination of positions through attrition, layoffs and negotiated layoffs, freezing and re-negotiating collective bargaining agreements and the outsourcing of work; and

WHEREAS, such cost cutting measures have allowed the City to sustain minimal services, however, the long term financial projections indicate increasing structural deficit that without a viable solution, will significantly impact the City's ability to provide essential services such as police and fire; and

WHEREAS, the Governor and Legislature have sent a clear message that local government must change and further, have crafted legislation that provides tools and incentives for regionalization and consolidation of services; and

WHEREAS, the City, for several years now, have explored the regionalization and consolidation of services as a solution to financial concerns and most recently, has formed a cooperative with neighboring Flint and Mundy Townships, both of which share similar concerns; and

WHEREAS, representatives of the three communities have met with consultants of Plante-Moran, the auditors which represent the City, Flint and Mundy Townships, and have asked for a proposal to conduct a feasibility study for the consolidation and/or regionalization of services including, but not necessarily limited to police, fire, assessment and building, Plante - Moran agreeing to submit such a proposal; and

WHEREAS, the committee, along with consultants from Plante – Moran suggest that a joint meeting between the City of Swartz Creek Council, Flint Township Board and the Mundy Township Board will be a suitable forum to present such a proposal, inclusive of a presentation, discussion and question and answer segment.

NOW, THEREFORE, I Move the City of Swartz Creek set a Special Council Meeting, to be held on **Wednesday July 20th at 6:00 PM at the Mundy Township Hall, 3478**

Mundy Avenue Swartz Creek, and further, direct the City Clerk to post any and all notifications of such in accordance with law.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 110711-8J APPROPRIATION, REPAIR VANDALISM

Motion by Councilmember: _____

I Move the City of Swartz Creek appropriate an amount not to exceed \$4,174 plus 15% contingency, to Dee Cramer Mechanical, for the repair of vandalism for seven air-conditioning compressors located at the Perkins Library Senior Center Complex and the City Hall Building, funds to be allocated and booked at the direction of the City's Finance Director.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday June 27, 2011 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 06/27/2011

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, Director of Public Services Tom Svrcek, City Clerk Juanita Aguilar.

Others Present: Boots Abrams, Tommy Butler, Lou Fleury from Rowe, Bob Plumb, Dave Caudle, Rick Ballreich, John Mullen, Todd Beedy, Ron Schultz, Jim Florence, Judy Hough, Phil Bracey, Rick Henry.

APPROVAL OF MINUTES

Resolution No. 110627-01

(Carried)

Motion by Councilmember Porath
Second by Councilmember Shumaker

I Move the Swartz Creek City Council hereby approve the corrected Minutes of the Regular Council Meeting, held June 13, 2011, 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. 110627-02

(Carried)

Motion by Mayor Pro-Tem Krueger
Second by Councilmember Binder

I Move the Swartz Creek City Council approve the Agenda, as amended, for the Regular Council Meeting of June 27, 2011, 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. 110627-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hicks

I Move the Swartz Creek City Council approve the City Manager's Report of June 27, 2011, to be circulated and placed on file.

Discussion took place.

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:

Mr. Henry asked what the City could do about the dead trees along Bristol Road. City Manager Bueche said it was a big problem due to a funding issue and he will have someone take a look at it.

Council Business

Heritage Village Association Special Assessment District; Resolution Ordering Staff Reports & Documents

Resolution No. 110627-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Binder

WHEREAS, the Heritage Village Condominium ("Heritage Village"), a site condominium project, was established in August 2002 and work on the development of same commenced in 2002; and

WHEREAS, the Master Deed for Heritage Village was recorded with the Genesee County Register of Deeds on October 29, 2002 as Instrument Number 200210290121507; and

WHEREAS, the Master Deed provided for the establishment of the Heritage Village Condominium Association of Swartz Creek, a Michigan Non-Profit Corporation; and

WHEREAS, single family homes have been constructed on approximately 69% of the sites within Heritage Village; and

WHEREAS, streets within Heritage Village have been laid out and partially constructed as private streets; and

WHEREAS, due to certain financial conditions, the developer has been unable to complete the construction of the private streets within Heritage Village; and

WHEREAS, the Association has asked the City to complete construction of certain of those streets within Heritage Village (the "Designated Streets") and to make said streets public streets; and

WHEREAS, the City is willing to complete the construction of the Designated Streets within Heritage Village at the sole cost of the site, or unit, owners within Heritage Village and is willing to assume jurisdiction over the same as public streets subject to the terms and conditions set forth in that certain Special Assessment District Agreement dated June 23, 2011 between the City and the Association;

NOW, THEREFORE, BE IT RESOLVED the Swartz Creek City Council hereby refers this project to the city manager and directs the city manager to prepare a report which shall include:

- a. necessary plans, profiles, specifications and detailed estimates of probable cost; and
- b. an estimate of the life of the improvement; and
- c. the need for the improvement; and
- d. a description of the assessment district; and
- e. such other pertinent information as will permit the council to decide the cost, extent and necessity of the improvement proposed and what part, if any, should be paid by the city at large.

Discussion Took Place

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

NO: None. Motion Declared Carried.

Heritage Village Special Assessment District; Findings, Determination, Set Public Hearing

Resolution No. 110627-05

(Carried)

Motion by Councilmember Binder
Second by Councilmember Hurt

WHEREAS, the City of Swartz Creek (“City”) and the Heritage Village Condominium Association entered into that certain Special Assessment District Agreement (“SAD Agreement”) dated June 20, 2011; and

WHEREAS, under the SAD Agreement, the City would take over as public streets certain streets within Heritage Village and pave said streets with the full cost of same to be paid for by a special assessment against those properties within the special assessment district benefited by said improvement; and

WHEREAS, in accordance with the SAD Agreement and in further accordance with the City Charter and the Code of Ordinances of the City, on June 27, 2011, the City Council adopted a resolution directing the city manager to prepare a report to include the necessary plans, profiles, specifications and detailed estimates of probable cost; the need for and the estimated life of the improvements; and a description of the proposed special assessment district; and

WHEREAS, the city manager has prepared said report and has filed same with the city clerk and delivered a copy of said report to the City Council; and

WHEREAS, the City Council has had an opportunity to review the city manager’s report and has otherwise been fully advised by the city manager with respect to this project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Swartz Creek hereby determines that it is necessary to pave the streets within the proposed special assessment district and to make said streets public streets; and

BE IT FURTHER RESOLVED that 100% of the cost of said public improvement shall be borne by the condominium sites, or units, benefitted by said streets; and

BE IT FURTHER RESOLVED that the amount being specially assessed is in accordance with the benefits received by the affected properties; and

BE IT FURTHER RESOLVED that the limits, or boundaries, of the special assessment district shall be as follows:

HERITAGE VILLAGE SPECIAL ASSESSMENT DISTRICT			
Parcel Number	Number	Property Address	Vacant/ Improved
58-30-651-001	3446	CAMBRIDGE ST	I
58-30-651-002	3452	CAMBRIDGE ST	I
58-30-651-003	6379	AUGUSTA ST	I
58-30-651-004	6371	AUGUSTA ST	I
58-30-651-005	6365	AUGUSTA ST	V
58-30-651-006	6359	AUGUSTA ST	I
58-30-651-007	6351	AUGUSTA ST	I
58-30-651-008	6343	AUGUSTA ST	I
58-30-651-009	6337	AUGUSTA ST	I

58-30-651-010	6329	AUGUSTA ST	I
58-30-651-011	3445	CAMBRIDGE ST	I
58-30-651-012	3448	MANCHESTER ST	I
58-30-651-013	6328	AUGUSTA ST	I
58-30-651-017	3490	CANTERBURY ST	I
58-30-651-018	3482	CANTERBURY ST	I
58-30-651-019	3474	CANTERBURY ST	I
58-30-651-020	6274	AUGUSTA ST	I
58-30-651-021	6280	AUGUSTA ST	I
58-30-651-022	6286	AUGUSTA ST	I
58-30-651-023	6292	AUGUSTA ST	I
58-30-651-024	3457	HERITAGE BLVD	I
58-30-651-025	3449	HERITAGE BLVD	I
58-30-651-026	3441	HERITAGE BLVD	I
58-30-651-027	3435	HERITAGE BLVD	I
58-30-651-028	3436	HERITAGE BLVD	I
58-30-651-029	3442	HERITAGE BLVD	I
58-30-651-030	3450	HERITAGE BLVD	I
58-30-651-031	3460	HERITAGE BLVD	I
58-30-651-032	3495	CANTERBURY ST	I
58-30-651-033	3491	CANTERBURY ST	I
58-30-651-034	3475	CANTERBURY ST	I
58-30-651-035	3469	CANTERBURY ST	I
58-30-651-036	3461	CANTERBURY ST	I
58-30-651-037	3457	CANTERBURY ST	I
58-30-651-038	3451	CANTERBURY ST	I
58-30-651-039	6295	AUGUSTA ST	I
58-30-651-040	6281	AUGUSTA ST	I
58-30-651-041	3445	CANTERBURY ST	I
58-30-651-042	6243	ARLINGTON DR	I
58-30-651-043	6249	ARLINGTON DR	I
58-30-651-044	6285	ARLINGTON DR	V
58-30-651-045	6291	ARLINGTON DR	I
58-30-651-046	6290	ARLINGTON DR	I
58-30-651-047	6284	ARLINGTON DR	I
58-30-651-048	6248	ARLINGTON DR	I
58-30-651-049	6242	ARLINGTON DR	I
58-30-651-050	6230	ARLINGTON DR	V
58-30-651-051	6227	ST CHARLES PASS	I
58-30-651-052	6235	ST CHARLES PASS	I
58-30-651-053	6245	ST CHARLES PASS	I
58-30-651-054	6251	ST CHARLES PASS	I
58-30-651-055	6287	ST CHARLES PASS	I
58-30-651-056	6293	ST CHARLES PASS	I
58-30-651-057	6299	ST CHARLES PASS	I
58-30-651-058	3405	HERITAGE BLVD	I
58-30-651-059	3419	HERITAGE BLVD	V
58-30-651-060	3425	HERITAGE BLVD	I
58-30-651-061	3431	HERITAGE BLVD	I

58-30-651-062	3432	HERITAGE BLVD	I
58-30-651-063	3426	HERITAGE BLVD	I
58-30-651-064	3420	HERITAGE BLVD	I
58-30-651-065	3414	HERITAGE BLVD	I
58-30-651-066	3408	HERITAGE BLVD	V
58-30-651-067	3402	HERITAGE BLVD	I
58-30-651-068	6315	ST CHARLES PASS	I
58-30-651-069	6321	ST CHARLES PASS	I
58-30-651-070	6327	ST CHARLES PASS	I
58-30-651-071	6333	ST CHARLES PASS	I
58-30-651-072	6316	CONCORD DR	V
58-30-651-073	6310	CONCORD DR	V
58-30-651-074	6304	CONCORD DR	V
58-30-651-075	6298	CONCORD DR	V
58-30-651-076	6292	CONCORD DR	I
58-30-651-077	6286	CONCORD DR	I
58-30-651-078	6280	CONCORD DR	I
58-30-651-079	3358	HERITAGE BLVD	I
58-30-651-080	3352	HERITAGE BLVD	I
58-30-651-081	3346	HERITAGE BLVD	I
58-30-651-082	3340	HERITAGE BLVD	V
58-30-651-083	3336	HERITAGE BLVD	I
58-30-651-084	3330	HERITAGE BLVD	V
58-30-651-085	3324	HERITAGE BLVD	V
58-30-651-086	3318	HERITAGE BLVD	V
58-30-651-087	3310	HERITAGE BLVD	V
58-30-651-088	3304	HERITAGE BLVD	V
58-30-651-089	3296	HERITAGE BLVD	V
58-30-651-090	3290	HERITAGE BLVD	V
58-30-651-091	3284	HERITAGE BLVD	V
58-30-651-092	3278	HERITAGE BLVD	V
58-30-651-093	3270	HERITAGE BLVD	V
58-30-651-094	3264	HERITAGE BLVD	V
58-30-651-095	3263	HERITAGE BLVD	V
58-30-651-096	3269	HERITAGE BLVD	V
58-30-651-097	6230	BAINBRIDGE DR	I
58-30-651-098	6224	BAINBRIDGE DR	I
58-30-651-099	6217	BAINBRIDGE DR	V
58-30-651-100	6212	BAINBRIDGE DR	I
58-30-651-101	3291	HERITAGE BLVD	V
58-30-651-102	3297	HERITAGE BLVD	V
58-30-651-103	3305	HERITAGE BLVD	V
58-30-651-104	3311	HERITAGE BLVD	V
58-30-651-105	3319	HERITAGE BLVD	V
58-30-651-106	3323	HERITAGE BLVD	V
58-30-651-107	3329	HERITAGE BLVD	V
58-30-651-108	3333	HERITAGE BLVD	V
58-30-651-109	3335	HERITAGE BLVD	V
58-30-651-110	3337	HERITAGE BLVD	V

58-30-651-111	3339	HERITAGE BLVD	V
58-30-651-112	3343	HERITAGE BLVD	V
58-30-651-113	3349	HERITAGE BLVD	I
58-30-651-114	3355	HERITAGE BLVD	I
58-30-651-115	6246	MANSFIELD DR	I
58-30-651-116	6240	MANSFIELD DR	I
58-30-651-117	6236	MANSFIELD DR	I
58-30-651-118	6230	MANSFIELD DR	I

Total Parcels: 115

BE IT FURTHER RESOLVED that the cost of the improvements shall be assessed against each site, or condominium unit, on a per lot basis; and

BE IT FURTHER RESOLVED that the city manager's report shall be placed on file with the city clerk and shall be available for public examination; and

BE IT FURTHER RESOLVED that a public hearing on the proposed street improvement project, the cost thereof and the proposed special assessment district is hereby scheduled before the city council at the regular City Council meeting to be held on July 11, 2011 at 7:00 p.m. and

BE IT FURTHER RESOLVED that the city clerk is hereby directed to publish and give notice of said public hearing as required by law.

Discussion Took Place.

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

NO: None. Motion Declared Carried.

Springbrook East Association Special Assessment District; Resolution Ordering Staff Reports & Documents

Resolution No. 110627-06

(Carried)

Motion by Councilmember Hurt
Second by Mayor Pro-Tem Krueger

WHEREAS, the Springbrook East Condominium ("Springbrook East"), a site condominium project, was established in November 2004 and work on the development of same commenced in 2007; and

WHEREAS, the Master Deed for Springbrook East was recorded with the Genesee County Register of Deeds on November 10, 2004, as Instrument Number 200411100114003; and amended on January 17, 2007 as Instrument Number 200701170003946

WHEREAS, the Master Deed provided for the establishment of the Springbrook East Condominium Association of Swartz Creek, a Michigan Non-Profit Corporation; and

WHEREAS, single family homes have been constructed on approximately 53% of the sites within Springbrook East; and

WHEREAS, streets within Springbrook East have been laid out and partially constructed as private streets; and

WHEREAS, due to certain financial conditions, the developer has been unable to complete the construction of the private streets within Springbrook East; and

WHEREAS, the Association has asked the City to complete construction of certain of those streets within Springbrook East (the "Designated Streets") and to make said streets public streets; and

WHEREAS, the City is willing to complete the construction of the Designated Streets within Springbrook East at the sole cost of the site, or unit, owners within Springbrook East and is willing to assume jurisdiction over the same as public streets subject to the terms and conditions set forth in that certain Special Assessment District Agreement dated June 20th, 2011 between the City and the Association;

NOW, THEREFORE, BE IT RESOLVED the Swartz Creek City Council hereby refers this project to the city manager and directs the city manager to prepare a report which shall include:

- a. necessary plans, profiles, specifications and detailed estimates of probable cost; and
- b. an estimate of the life of the improvement; and
- c. the need for the improvement; and
- d. a description of the assessment district; and
- e. such other pertinent information as will permit the council to decide the cost, extent and necessity of the improvement proposed and what part, if any, should be paid by the city at large.

Discussion Took Place.

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

NO: None. Motion Declared Carried.

Springbrook East Association Special Assessment District; Findings, Determination, Set Public Hearing

Resolution No. 110627-07

(Carried)

Motion by Councilmember Porath
Second by Councilmember Binder

WHEREAS, the City of Swartz Creek (“City”) and the Springbrook East Condominium Association entered into that certain Special Assessment District Agreement (“SAD Agreement”) dated June 20th, 2011; and

WHEREAS, under the SAD Agreement, the City would take over as public streets certain streets within Springbrook East and pave said streets with the full cost of same to be paid for by a special assessment against those properties within the special assessment district benefited by said improvement; and

WHEREAS, in accordance with the SAD Agreement and in further accordance with the City Charter and the Code of Ordinances of the City, on June 27, 2011, the City Council adopted a resolution directing the city manager to prepare a report to include the necessary plans, profiles, specifications and detailed estimates of probable cost; the need for and the estimated life of the improvements; and a description of the proposed special assessment district; and

WHEREAS, the city manager has prepared said report and has filed same with the city clerk and delivered a copy of said report to the City Council; and

WHEREAS, the City Council has had an opportunity to review the city manager’s report and has otherwise been fully advised by the city manager with respect to this project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Swartz Creek hereby determines that it is necessary to pave the streets within the proposed special assessment district and to make said streets public streets; and

BE IT FURTHER RESOLVED that 100% of the cost of said public improvement shall be borne by the condominium sites, or units, benefitted by said streets; and

BE IT FURTHER RESOLVED that the amount being specially assessed is in accordance with the benefits received by the affected properties; and

BE IT FURTHER RESOLVED that the limits, or boundaries, of the special assessment district shall be as follows:

Springbrook East Special Assessment District 1

Parcel Number	Number	Street	Vacant/ Improved
58-36-676-001	4384	MAYA LN	I
58-36-676-002	4380	MAYA LN	I
58-36-676-003	4374	MAYA LN	I
58-36-676-004	4370	MAYA LN	I
58-36-676-005	4362	MAYA LN	I
58-36-676-006	4358	MAYA LN	I
58-36-676-007	4350	MAYA LN	I

58-36-676-008	4346	MAYA LN	I
58-36-676-009	4340	MAYA LN	I
58-36-676-010	4336	MAYA LN	I
58-36-676-011	4330	MAYA LN	I
58-36-676-012	4326	MAYA LN	I
58-36-676-013	4320	MAYA LN	I
58-36-676-014	4316	MAYA LN	I
58-36-676-015	4310	MAYA LN	I
58-36-676-016	4306	MAYA LN	I
58-36-676-017	4298	MAYA LN	I
58-36-676-018	4290	MAYA LN	I
58-36-676-019	4286	MAYA LN	I
58-36-676-020	4285	MAYA LN	I
58-36-676-021	4289	MAYA LN	I
58-36-676-022	4297	MAYA LN	I
58-36-676-023	4301	MAYA LN	I
58-36-676-024	7261	LINDSEY DR	I
58-36-676-025	7257	LINDSEY DR	I
58-36-676-026	7264	MAPLECREST CIR	I
58-36-676-027	7260	MAPLECREST CIR	I
58-36-676-028	7252	MAPLECREST CIR	I
58-36-676-029	7242	MAPLECREST CIR	I
58-36-676-030	7238	MAPLECREST CIR	I
58-36-676-031	7233	MAPLECREST CIR	I
58-36-676-032	7237	MAPLECREST CIR	I
58-36-676-033	7245	MAPLECREST CIR	I
58-36-676-034	7249	MAPLECREST CIR	I
58-36-676-035	7259	MAPLECREST CIR	I
58-36-676-036	7263	MAPLECREST CIR	I
58-36-676-037	4375	MAYA LN	V
58-36-676-038	4379	MAYA LN	I
58-36-676-039	0	LINDSEY DR	V
58-36-676-040	0	LINDSEY DR	V
58-36-676-041	0	LINDSEY DR	V
58-36-676-042	0	LINDSEY DR	V
58-36-676-043	0	LINDSEY DR	V
58-36-676-044	0	LINDSEY DR	V
58-36-676-045	0	LINDSEY DR	V
58-36-676-046	0	LINDSEY DR	V
58-36-676-047	0	LINDSEY DR	V
58-36-676-048	0	LINDSEY DR	V
58-36-676-049	0	LINDSEY DR	V
58-36-676-050	0	LINDSEY DR	V

58-36-676-051	0	LINDSEY DR	V
58-36-676-052	7163	LINDSEY DR	I
58-36-676-053	0	LINDSEY DR	V
58-36-676-054	0	LINDSEY DR	V
58-36-676-055	0	LINDSEY DR	V
58-36-676-056	0	LINDSEY DR	V
58-36-676-057	0	LINDSEY DR	V
58-36-676-058	0	LINDSEY DR	V
58-36-676-059	0	LINDSEY DR	V
58-36-676-060	0	LINDSEY DR	V
58-36-676-061	0	LINDSEY DR	V
58-36-676-062	7186	LINDSEY DR	I
58-36-676-063	7165	RUSSELL DR	I
58-36-676-064	0	RUSSELL DR	V
Total Parcels:	64		

BE IT FURTHER RESOLVED that the cost of the improvements shall be assessed against each site, or condominium unit, on a per lot basis; and

BE IT FURTHER RESOLVED that the city manager’s report shall be placed on file with the city clerk and shall be available for public examination; and

BE IT FURTHER RESOLVED that a public hearing on the proposed street improvement project, the cost thereof and the proposed special assessment district is hereby scheduled before the city council at the regular City Council meeting to be held on July 11, 2011 at 7:00 p.m. and

BE IT FURTHER RESOLVED that the city clerk is hereby directed to publish and give notice of said public hearing as required by law.

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

Appropriation, 2011-2012 MML Property & Liability Pool Insurance Renewal

Resolution No. 110627-08

(Carried)

Motion by Mayor Pro-Tem Krueger
 Second by Councilmember Hurt

I Move the City of Swartz Creek approve the renewal of the Liability & Property Pool Insurance Policy, number MML001107824, with the Michigan Municipal League, Meadowbrook Insurance Company, liability maximum of \$10,000,000; and, further, appropriate a total amount of \$58,103 for payment of premiums for July 1, 2011 through June 30, 2012, funds to be appropriated from 101, 590, 591, and 661, in accordance

with the cost distribution schedule as apportioned by fund by the Michigan Municipal League and Meadowbrook Insurance Company.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

GASB Statement #54: Delegation of Authority to Assign Fund Balance Reporting & Governmental Fund Type Definitions

Resolution No. 110627-09

(Carried)

Motion by Councilmember Shumaker

Second by Councilmember Hurt

WHEREAS, the Governmental Accounting Standards Board (GASB) has issued Statement No. 54 – Fund Balance Reporting and Governmental Fund Type Definitions, which changes the terminology used for fund balance reporting on the balance sheets of Governmental Funds; and

WHEREAS, the GASB statement No. 54 creates the category of “assigned” fund balance, which is used to report amounts constrained by the City of Swartz Creek’s intent to use the amounts for a specific purpose, but which are neither restricted nor committed as defined by GASB statement No. 54; and

WHEREAS, GASB Statement No. 54 allows governmental entities to designate an official to assign portions of fund balance for specific uses;

NOW, THEREFORE, BE IT RESOLVED, that the Swartz Creek City Council hereby authorizes the City Manager to indicate the City’s intent to assign fund balance for a specific purpose for financial reporting purposes.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

Miller–Elms-Tallmadge Project, Add-on Concrete Repairs

Resolution No. 110627-10

(Carried)

Motion by Councilmember Hicks

Second by Councilmember Hurt

WHEREAS, the City applied for and received funding from the Michigan Department of Transportation and the Federal Highway Administration for the construction and reconstruction of Miller and Elms to Tallmedge Drive, the project also requiring a local

match portion, Cadillac Construction of Wixom Michigan being the low bidder, MDOT contract resolution as follows:

Appropriation & MDOT Agreement, Miller Road Repair Project

Resolution No. 110214-05 (Carried)

*Motion by Councilmember Binder
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 has identified a need to make repairs to Miller Road from Elms to Tallmadge Court, inclusive of the intersection of Miller & Elms, in conformance with the design plans prepared by the City’s consulting engineer; and

WHEREAS, the Genesee County Metropolitan Alliance and the Swartz Creek City Council have considered the making of such repairs and improvements in open session following the review of documents and the hearing of comments on the need, from the city’s engineer, staff and from the public, and further, design engineering plans have been drafted, submitted and approved by the Michigan Department of Transportation; and,

WHEREAS, the Miller Road Project has been obligated for funding and is scheduled to be let for bid in March 2011 under the Michigan Department of Transportation using Surface Transportation Program funding sources; and

WHEREAS, estimated costs as determined by the City’s Engineer are as follows:

	Federal Funding	City Match	Total Project Cost
Construction	\$ 338,997	\$ 184,903	\$ 523,900

NOW, THEREFORE, be it resolved that the City of Swartz Creek appropriate an amount not to exceed \$523,900, plus 5% contingency, from 202 Major Street Fund, for the repair of Miller Road between Elms and Tallmadge Court, as set forth in the design plans and specifications approved by the Michigan Department of Transportation, \$338,997 funded by Federal Surface Transportation Funds, the balance, \$184,903 being the City Local Share Obligation.

BE IT FURTHER RESOLVED, that the Council for the City of Swartz Creek direct the Mayor, Richard B. Abrams and the City Clerk, Juanita Aguilar, on behalf of the City, to execute an agreement with the Michigan Department of Transportation, a copy of which is attached hereto, MDOT Contract #11-5032, Control Section #STU25402, Project #STP1125(009) and Federal ID #YY-0446.

Discussion Took Place.

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

WHEREAS, the City has conducted a concrete repair program for several years within this section of highway and has identified the need to continue with another group of repairs; and

WHEREAS, the City's Staff and Engineer have identified areas in need of repair and using the time and materials bid price from Cadillac Construction, have calculated the quantities and costs, being 128 square yards of repair with a total cost of \$16,100; and

WHEREAS, the City determines that such repairs are needed and the extension of the bid costs meets the City's bid requirement.

NOW, THEREFORE, I Move the City approve the repair of 128 square yards of concrete replacement on Miller Road between Elms and Tallmadge, in conjunction with the Miller-Elms-Tallmadge TIP Project, as identified and calculated by the City's Staff and Engineer, and further, appropriate an amount not to exceed \$16,100, funds to be take from 202 Major Streets.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

Memorandum of Understanding, Republic Waste Services

Resolution No. 110627-11

(Carried)

Motion by Councilmember Binder
Second by Councilmember Hurt

I Move the City of Swartz Creek enter into a Memorandum of Understanding with Republic Waste Services, until such a time as a contract can be completed and executed, terms being as bid and accepted by the City, document as follows:

**MEMORANDUM OF UNDERSTANDING
Between
CITY OF SWARTZ CREEK
And
TRI-COUNTY REFUSE
Doing Business as
REPUBLIC SERVICES OF FLINT**

WHEREAS, Tri-County Refuse Service dba Republic Services of Flint (The Company) The City of Swartz Creek (City) have come together and agreed upon a new contract for solid waste, recycling and yard waste.

WHEREAS, the parties herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative until such a time as a formal agreement has been executed by both parties; and

WHEREAS, a draft contract has been submitted to the City by Republic Services and is currently under review by the City Attorney

A. History of Relationship

Tri-County Refuse Service dba Republic Services of Flint, formerly Republic Services of Mid-Michigan entered into an agreement with the City of Swartz Creek on or about July 1, 2006, for the collection and disposal of solid waste, recyclables and yard waste.

B. Development of Contract

This Memorandum of Understanding is being used so that Republic may implement the terms of the new contract while the new contract is being prepared.

C. Roles and Responsibilities

The City of Swartz Creek bid for solid waste and recyclable collection services and on May 23, 2011, awarded the low bid to Republic Services for automated collection, the 5 year specification beginning on July 1, 2011. The new agreement will bring significant changes to the way solid waste and recycling will be collected for the City of Swartz Creek. The changes listed below will be implemented with the arrival of the new 96 gallon carts for solid waste and recycling. The schedule in which yard waste is collected will not change.

Republic Services will provide and deliver at their cost one 96 gallon cart for the contents of the resident's solid waste serviced on a weekly basis.

Republic Services will provide and deliver at their cost one 96 gallon cart for the contents of the resident's recyclables serviced on an every other week basis.

Pricing for the new contract is as follows: year 1- \$10.21 per unit/month, year 2- \$10.52 per unit/month, year 3- \$10.83 per unit/month, year 4- \$11.16 per unit/month, year 5- \$11.49 per unit/month.

The new fuel base price is \$4.50 per gallon; \$0.04 for every \$0.10 increase or decrease. Not to go below \$4.50 per gallon.

New expanded recycling

D. Timeline

Republic Services estimates that the new carted solid waste and expanded carted recycling will be implemented on or about July 15, 2011. It is anticipated that the new contract between Tri-County Refuse Service dba Republic Services of Flint and the City of Swartz Creek will be completed on or about July 15, 2011. The new said contract would be in effect July 1, 2011, through June 30, 2016.

We, the undersigned have read and agree with this MOU. Further, Republic Services and the City of Swartz Creek have agreed to enter into a new 5 year contract with the Swartz Creek City Council having approved the general terms and conditions as outlined above.

By _____
Robert Borchers
General Manager
Republic Services of Flint
Date _____

By _____
Richard B. Abrams
Mayor
City of Swartz Creek
Date _____

By _____
Juanita Aguilar
City Clerk
City of Swartz Creek

Date_____

cc: Swartz Creek City Council
cc: Mark Watson (Area President, Republic Services)
cc: John Gravel (Division Controller)
cc: Gary Hicks (Municipal Services Manager)

Discussion Ensued.

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

Michigan Medical Marijuana Act Updates and Discussion

Discussion ensued and it was decided that the issue will be added to the discussion items for the July 11, 2011 meeting.

MEETING OPENED TO THE PUBLIC

Mr. David Caudle of 4015 Elms stated he was disappointed about the new garbage bins.

Mr. Jim Florence of 4196 Springbrook Drive asked for an update on the Marathon gas station, the Meijers store and the CAGE. City Manager Bueche stated it the CAGE may still be taxed depending on how it is ran. Meijers determines their construction schedule in August or September for the next year and the City currently does not know when they are planning to start construction. There could be some action on Marathon station property relatively soon.

Mr. Ron Schultz of 4279 Springbrook Drive asked about the delays with Meijers. Mr. Bueche stated that they are coming to the end of their site plan and the extensions they have given them. The next step is to reapply and it could be extended again with council approval.

Mr. Tom Beedy of 8216 Burkshire Circle talked about notifying the residents about the waste collection changes and the cost for postage. He was advised that the notice from the City will be mailed out in a newsletter form with updates on several issues.

REMARKS BY COUNCILMEMBERS:

Councilmember Porath commented that Meijers does own the property that they are planning on building on. Mr. Porath asked about the bid prices at Miller and Elms and if there will be any money left over to do any local streets. City Manager Bueche stated that hopefully repairs can be made to some of the City parking lots that have deteriorated.

Councilmember Shumaker talked about the confusion with the barricades and arrows on Elms and Miller Roads. City Manager Bueche stated that the left turns will be stopped in both directions. Mr. Shumaker noted that the City did not change garbage contractors; the same contractor won the bid. Mr. Shumaker also commented on the new garbage bins and their size. Mr. Shumaker commented that Meijers has contributed to the road improvement on Morrish Road. Mr. Shumaker stated that close to \$5000 have been collected in the last two

months for brick sales for the Veterans Memorial. Much of this was due to Mr. Henry's leadership of the committee.

Councilmember Hicks had a question about a tree on private property hanging over the sidewalk and questioned whose responsibility is it to take care of it. Mr. Bueche stated it is the homeowners' responsibility.

Councilmember Binder talked about an article in the newspaper regarding how Richfield Township and Genesee County Road Commission will do the less complicated removal of tree services and the Road. Ms. Binder asked that City Manager Bueche get with Adam Zettel and have him update the website for the Veterans Memorial. Ms. Binder asked about the signage for the Veterans Memorial along the expressway. Mr. Bueche stated he thought MDOT used to pay for that, but no longer does and he would check into it.

Mayor Pro-Tem Krueger suggested that Councilmember Binder talk about the Veterans Memorial sign with Mr. Gleason's at one of his coffee meetings. Mr. Krueger asked if anyone had any ideas on how to deal with the dead trees without incurring liability on the City. Mr. Krueger stated he was wondering how discussions were coming with neighboring government bodies regarding shared services. City Manager Bueche said he should have more information for the council soon.

Mayor Abrams stated that previous Lieutenant Governor Cherry is involved with shared services. Mr. Abrams thanked Mayor Pro-Tem Krueger for covering for him at the last meeting.

Mr. Todd Beedy stated that the Chamber of Commerce is having lunch at Elms Road Park tomorrow.

Adjournment

Resolution No. 110627-12

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Binder

I Move the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 8:45 p.m.

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

Richard Abrams, Mayor

Juanita Aguilar, City Clerk

SWARTZ CREEK POLICE DEPARTMENT
MOTOR POOL RENTAL HOURS
JUNE 2011

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	17	0	0	0
#05-649	53	0	0	0
#07-375	35	1	0	0
#05-275	90	4	0	6
#09-401	5	0	97	0
09-169 motorcycle	8	0	0	0
#09-226	127	11	3	0
#10-161	412	22	1	0
TOTAL	747	38	101	6

SWARTZ CREEK POLICE DEPT

Total Account Hours Summary Report

From: 06/01/2011 to 06/30/2011

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
ADMINISTRATIVE					
101 301 702.001	SUPERVISOR	261.000	16.000	1,248.250	33.250
101 301 702.002	CLERICAL	126.000	0.000	814.000	0.000
PROTECTION					
101 301 702.003	UNIFORMED	588.750	72.500	3,550.750	250.750
101 301 702.004	NON-UNIFORMED	6.500	0.000	470.750	5.000
101 301 702.005	TRAFFIC ENFORCEMENT	193.500	10.500	1,077.000	61.000
COMPLAINTS					
101 301 702.006	INVESTIGATIONS	145.000	9.500	822.000	23.500
101 301 702.007	COURT	11.000	4.000	34.500	14.000
TRAINING					
101 301 702.008	TRAINING	19.500	0.000	50.000	5.000
LEAVE TIME					
101 301 702.010	VACATION	60.000	0.000	399.000	0.000
HOLIDAY					
101 301 702.011	HOLIDAY	12.000	0.000	296.000	0.000
PERSONAL LEAVE					
101 301 702.012	PERSONAL LEAVE	36.000	0.000	213.500	0.000
FUNERAL LEAVE					
101 301 702.013	FUNERAL LEAVE	0.000	0.000	24.000	0.000
TRACK ADMINISTRATIVE					
101 302 702.001	SUPERVISOR	31.500	0.000	176.250	4.000
101 302 702.002	CLERICAL	19.000	0.000	118.000	0.000
TRACK PROTECTION					
101 302 702.003	UNIFORMED	18.250	1.000	173.000	12.500
101 302 702.004	NON-UNIFORMED	0.000	0.000	0.000	1.500

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
SCHOOL PROTECTION					
101 303 702.003	UNIFORMED	148.000	11.250	904.000	43.500
101 303 702.004	NON-UNIFORMED	0.000	0.000	8.000	0.000
SCHOOL COMPLAINTS					
101 303 702.006	INVESTIGATIONS	0.000	0.000	8.000	0.000
LEAVE TIME					
101 303 702.010	VACATION	0.000	0.000	8.000	0.000
PROTECTION					
101 304 702.003	UNIFORMED	4.000	0.000	18.000	2.000
TRAINING					
101 304 702.008	TRAINING	16.000	0.000	101.000	7.000
PROTECTION					
265 333 702.004	NON-UNIFORMED	176.000	0.000	456.000	16.000
COMPLAINTS					
265 333 702.006	INVESTIGATIONS	0.000	39.000	0.000	86.000
265 333 702.007	COURT	0.000	3.000	0.000	5.000
NON-PRODUCTIVE					
265 333 702.011	HOLIDAY	0.000	0.000	16.000	0.000
	TOTAL ALL HOURS	1,872.000	166.750	10,986.000	570.000

SWARTZ CREEK POLICE DEPT

Total Function Count
Month Ending: 06/30/2011

Account	Description	MTD Functions	YTD Functions
101 301 001.000	TRAFFIC VIOLATIONS	0	0
101 301 002.000	PARKING VIOLATIONS	3	35
101 301 003.000	VERBAL WARNINGS	114	514
101 301 004.000	WRITTEN WARNINGS	19	146
101 301 005.000	FELONY ARRESTS	8	30
101 301 006.000	MISDEMEANOR ARRESTS	20	126
101 301 007.000	CALLS RECEIVED	329	1645
101 301 008.000	TRAFF INJ ACCIDENTS	2	29
101 301 009.000	PROP DAMAG ACCIDENTS	21	75
101 301 010.000	SERVICE REQUESTS	18	68
101 301 011.000	MEETINGS	0	7
101 301 012.000	CONFERENCES	0	0
101 301 013.000	INITIATED CALLS	516	3412
101 301 014.000	DESK ASSIGNMENTS	128	625
101 301 015.000	BUSINESS CHECKS	1299	9063
101 301 016.000	VACATION CHECKS	70	2470
101 301 017.000	SUSP PERS CHECKED	47	168
TOTAL FUNCTIONS		2594	18413
101 302 002.000	PARKING VIOLATIONS	0	0
101 302 003.000	VERBAL WARNINGS	0	5
101 302 004.000	WRITTEN WARNINGS	0	0
101 302 005.000	FELONY ARRESTS	1	2
101 302 006.000	MISDEMEANOR ARRESTS	1	3
101 302 007.000	CALLS RECEIVED	9	80
101 302 010.000	SERVICE REQUESTS	0	0
101 302 011.000	MEETINGS	0	4
101 302 012.000	CONFERENCES	0	0
101 302 013.000	INITIATED CALL	2	36
101 302 014.000	DESK ASSIGNMENTS	0	0
101 302 015.000	BUSINESS CHECKS	8	100
101 302 016.000	VACATION CHECKS	0	1
101 302 017.000	SUSP PERS CHECKED	0	0
TOTAL FUNCTIONS		21	231
101 303 002.000	PARKING VIOLATIONS	0	0
101 303 003.000	VERBAL WARNINGS	0	1
101 303 004.000	WRITTEN WARNINGS	0	0
101 303 005.000	FELONY ARRESTS	0	0
101 303 006.000	MISDEMEANOR ARRESTS	2	11
101 303 007.000	CALLS RECEIVED	7	16
101 303 010.000	SERVICE REQUESTS	0	0
101 303 011.000	MEETINGS	14	154
101 303 012.000	CONFERENCES	0	1

Account	Description	MTD Functions	YTD Functions
101 303 013.000	INITIATED CALL	71	579
101 303 014.000	DESK ASSIGNMENTS	0	0
101 303 015.000	BUSINESS CHECKS	0	0
101 303 016.000	VACATION CHECKS	0	0
101 303 017.000	SUS PERS CHECKED	0	0
TOTAL FUNCTIONS		94	762
101 304 001.000	TRAFFIC VIOLATIONS	0	0
101 304 001.003	DESK ASSIGNMENTS	0	0
101 304 002.000	PARKING VIOLATIONS	0	0
101 304 003.000	VERBAL WARNINGS	0	0
101 304 004.000	WRITTEN WARNINGS	0	0
101 304 005.000	FELONY ARRESTS	1	4
101 304 006.000	MISDEMEANOR ARRESTS	0	0
101 304 007.000	CALLS RECEIVED	2	18
101 304 010.000	SERVICE REQUESTS	0	0
101 304 011.000	MEETINGS	0	3
101 304 012.000	CONFERENCES	0	0
101 304 013.000	INITIATED CALL	6	28
101 304 014.000	DESK ASSIGNMENTS	0	0
101 304 015.000	BUSINESS CHECKS	0	0
101 304 016.000	VACATION CHECKS	0	0
101 304 017.000	SUS PERS CHECKED	0	0
101 304 018.000	BUILDING SEARCHES	0	0
101 304 019.000	VEHICLE SEARCHES	5	23
101 304 020.000	NARCOTIC SEARCHES	0	5
101 304 021.000	CURRENCY SEIZED	0	0
101 304 022.000	FORFEITURES	0	1
101 304 023.000	POSITIVE TRACKS	1	4
101 304 024.000	NEGATIVE TRACKS	1	5
101 304 025.000	AGENCY ASSISTS	0	2
101 304 026.000	DEMONSTRATIONS	0	0
101 304 027.000	AREA SEARCHES	0	1
TOTAL FUNCTIONS		16	94
TOTAL ALL FUNCTIONS		2725	19500

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date
Traffic	All	06/01/2011	06/30/2011

Number	Name	Date	Location	Description	Officer	Fine
T-1183701		06/01/11	PARKING LOT -- DRAGON ONE	NO OPS, NO VALID OPS.		
T-1178771-A		06/01/11	MORRISH NEAR MILLER	SUSP/REVOKED/NEVER APPL.		
T-1178771-B		06/01/11	MORRISH NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1184044		06/02/11	RAMP 002C AT MILLER	RIGHT OF WAY AT INTERSECTION		
T-1178986		06/03/11	PARKING LOT -- DRAGON ONE	RECKLESS DRIVING		
T-1168138		06/03/11	FAIRCHILD NEAR CAPPY	ASSAULT & BATTERY		
T-1184083-B		06/04/11	MORRISH NEAR I-69	NO PROOF INSURANCE/POSSESE		
T-1184083-A		06/04/11	MILLER NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1184046		06/05/11	CRAPO NEAR MAPLE	SUSP/REVOKED/NEVER APPL.		
T-1184048		06/06/11	MILLER NEAR FORTINO	TINTED WINDOWS/NO WINDSHIEI		
T-1184048-B		06/06/11	MILLER NEAR FORTINO	FAIL TO SIGN REGISTRATION/NO		
T-1184048-C		06/06/11	MILLER NEAR FORTINO	NO PROOF INSURANCE/POSSESE		
T-1184064		06/07/11	MILLER NEAR MAYA	NO TAIL/BRAKE LIGHTS		
T-1184065		06/07/11	SEYMOUR NEAR DURWOOD	EXCEEDED POSTED SPEED LIMIT		
T-1184049		06/07/11	HILL NEAR SEYMOUR	NO PROOF INSURANCE/POSSESE		
T-1184050		06/07/11	SEYMOUR NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1184077		06/07/11		FAIL TO SIGNAL TURN		
T-1184078		06/07/11	MILLER NEAR BRISTOL	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1184078-B		06/07/11	MILLER NEAR BRISTOL	NO PROOF INSURANCE/POSSESE		
T-1184081-A		06/08/11	MORRISH NEAR MILLER	DISREGARDED TRAFFIC SIGNAL/A		
T-11840086		06/08/11	MORRISH NEAR INGALLS	NUMBER OF PASSENGERS/FAIL T		
T-1184079-A		06/08/11	INGALLS NEAR FAIRCHILD	FAIL TO SIGN REGISTRATION/NO		
T-1184079-B		06/08/11	INGALLS NEAR FAIRCHILD	NO PROOF INSURANCE/POSSESE		
T-1184080		06/08/11	MILLER NEAR I-69	RIGHT OF WAY AT INTERSECTION		
T-1184081-B		06/08/11	MORRISH NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1184081-C		06/08/11	MORRISH NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1184082		06/08/11	MORRISH NEAR MILLER	SEAT BELT DRIVER/PASSENGER		
T-1184084		06/08/11	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1184086		06/08/11	MORRISH NEAR INGALLS	NUMBER OF PASSENGERS/FAIL T		
T-1184085-B		06/08/11	MORRISH NEAR INGALLS	NUMBER OF PASSENGERS/FAIL T		
T-1184085-C		06/08/11	MORRISH NEAR INGALLS	NOISY MUFFLER AND/OR EXCESE		
T-1184085-A		06/08/11	MORRISH NEAR INGALLS	SUSP/REVOKED/NEVER APPL.		
T-1184087-A		06/08/11	MILLER NEAR SEYMOUR	NUMBER OF PASSENGERS/FAIL T		
T-1184087-B		06/08/11	MILLER NEAR SEYMOUR	NOISY MUFFLER AND/OR EXCESE		
T-1184087-C		06/08/11	MILLER NEAR SEYMOUR	NO PROOF INSURANCE/POSSESE		
T-1178772-B		06/09/11	MILLER NEAR ELMS	EXCEEDED POSTED SPEED LIMIT		
T-1178772-A		06/09/11	MILLER NEAR ELMS	SUSP/REVOKED/NEVER APPL.		
T-1183702		06/10/11	ELMS NEAR PARKRIDGE	EXCEEDED POSTED SPEED LIMIT		
T-1183734		06/11/11	MILLER NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1183735		06/11/11	MILLER NEAR ELMS	FAIL TO SIGN REGISTRATION/NO		
T-1178774-A		06/11/11	I-69 NEAR MILLER	SUSP/REVOKED/NEVER APPL.		
T-1178774-B		06/11/11	I-69 NEAR MILLER	NO TAIL/BRAKE LIGHTS		
T-1184019-A		06/12/11	I-69 NEAR MILLER	OWI		
T-1184019-B		06/12/11	I-69 NEAR MILLER	OBSTRUCTING POLICE		
T-1184066		06/13/11	MORRISH NEAR APPLE CREEK	EXCEEDED POSTED SPEED LIMIT		
T-1184020-A		06/13/11	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESE		

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

Report Criteria:

Ticket Type	Officer	Start Date	End Date
Traffic	All	06/01/2011	06/30/2011

Number	Name	Date	Location	Description	Officer	Fine
T-1184020-B		06/13/11	MORRISH NEAR MARY ST	UNREGISTERED VEHICLE		
T-1184020-C		06/13/11	MORRISH NEAR MARY ST	NO TURN SIGNALS		
T-1184067		06/14/11	MORRISH NEAR APPLE CREEK	EXCEEDED POSTED SPEED LIMIT		
T-1184068		06/14/11	MILLER AT FAIRCHILD	UNABLE TO STOP IN ASSURED CI		
T-1184069		06/14/11	BRISTOL NEAR HERITAGE	NO PROOF INSURANCE/POSSESE		
T-1184088		06/16/11	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1178775		06/17/11	MILLER NEAR MORRISH	HEADLIGHTS		
T-1179019		06/18/11	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1184021		06/19/11	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1184022-A		06/19/11	I-69 NEAR SEYMOUR	HEADLIGHTS		
T-1184022-B		06/19/11	I-69 NEAR SEYMOUR	NO PROOF INSURANCE/POSSESE		
T-1184070-A		06/19/11	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1184070-B		06/19/11	I-69 NEAR MORRISH	FAILED TO MAINTAIN EQUIPMENT		
T-1184071		06/19/11	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1184023-A		06/19/11	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1184023-B		06/19/11	I-69 NEAR MORRISH	SUSP/REVOKED/NEVER APPL.		
T-1184024		06/20/11	MORRISH NEAR MARY ST	HEADLIGHTS		
T-1184072-A		06/20/11	MORRISH NEAR APPLE CREEK	EXCEEDED POSTED SPEED LIMIT		
T-1184072-B		06/20/11	MORRISH NEAR APPLE CREEK	NO PROOF INSURANCE/POSSESE		
T-1184073		06/20/11	MILLER AT ELMS	DISREGARDED TRAFFIC SIGNAL/A		
T-1184074-A		06/21/11	MILLER AT MCLAIN	UNABLE TO STOP IN ASSURED CI		
T-1184074-B		06/21/11	MILLER AT MCLAIN	No Proof of Insurance on a motor vel		
T-1184089		06/25/11	MORRISH NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1184075		06/26/11	MILLER NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1184025-A		06/27/11	I-69 NEAR MORRISH	SUSP/REVOKED/NEVER APPL.		
T-1184025-B		06/27/11	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1184025-C		06/27/11	I-69 NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1183776		06/28/11	I-69 NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1179089		06/28/11	SEYMOUR NEAR CHESTERFIELD	FAIL TO SIGN REGISTRATION/NO		
T-1183703		06/30/11	MILLER NEAR ELMS	EXCEEDED POSTED SPEED LIMIT		

Tickets Total: 76	Charges Total: 76	Fines Total: 0.00
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Uniform Crime Report

Report Criteria:

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

Class	Description	JUNE 2010	JUNE 2011	YR TO DATE
0100-0	SOVEREIGNTY	0	0	0
0200-0	MILITARY	0	0	0
0300-0	IMMIGRATION	0	0	0
0900-1	MURDER/NON-NEGLIGENT MANSLAUGHTER	0	0	0
0900-2	NEGLIGENT HOMICIDE/MANSLAUGHTER	0	0	0
0900-3	NEG. HOMICIDE - VEHICLE/BOAT/SNOWM.	0	0	0
0900-4	JUSTIFIABLE HOMICIDE	0	0	0
1000-1	KIDNAPPING/ABDUCTION	0	0	0
1000-2	PARENTAL KIDNAPPING	0	0	0
1100-1	SEXUAL PENETR'N PENIS/VAGINA CSC1	1	0	0
1100-2	SEXUAL PENETR'N PENIS/VAGINA CSC3	0	0	0
1100-3	SEXUAL PENETRATION ORAL/ANAL CSC1	0	0	0
1100-4	SEXUAL PENETRATION ORAL/ANAL CSC3	0	0	0
1100-5	SEXUAL PENETRATION OBJECT CSC1	0	0	0
1100-6	SEXUAL PENETRATION OBJECT CSC3	0	0	0
1100-7	SEXUAL CONTACT FORCIBLE CSC2	0	0	0
1100-8	SEXUAL CONTACT FORCIBLE CSC4	0	0	0
1200-0	ROBBERY	0	0	1
1300-1	NONAGGRAVATED ASSAULT	7	4	21
1300-2	AGGRAVATED/FELONIOUS ASSAULT	0	1	4
1300-3	INTIMIDATION/STALKING	1	0	6
1400-0	ABORTION	0	0	0
2000-0	ARSON	0	0	0
2100-0	EXTORTION	0	0	0
2200-1	BURGLARY - FORCED ENTRY	6	6	14
2200-2	BURGLARY - ENTRY W/OUT FORCE(INTENT	0	0	2
2200-3	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	0	0
2200-4	POSSESSION OF BURGLARY TOOLS	0	0	0
2300-1	LARCENY - POCKETPICKING	0	0	0
2300-2	LARCENY - PURSE SNATCHING	0	0	1
2300-3	LARCENY - THEFT FROM BUILDING	3	1	7
2300-4	LARCENY - THEFT FROM COIN OPERATED	0	0	0
2300-5	LARCENY - THEFT FROM MOTOR VEHICLE	10	0	10
2300-6	LARCENY - THEFT OF M. VEHICLE PARTS	0	0	0
2300-7	LARCENY - OTHER	2	2	14
2400-1	MOTOR VEHICLE THEFT	0	1	2
2400-2	MOTOR VEHICLE AS STOLEN PROPERTY	0	0	0
2400-3	MOTOR VEHICLE FRAUD	0	0	0
2500-0	FORGERY/COUNTERFEITING	0	1	3
2600-1	FRAUD - FALSE PRETENSE/SWINDLE/CONF	1	1	2
2600-2	FRAUD - CREDIT CARD/ATM	0	2	6
2600-3	FRAUD - IMPERSONATION	1	1	3
2600-4	FRAUD - WELFARE	0	0	0
2600-5	FRAUD - WIRE	1	0	1
2600-6	FRAUD - BAD CHECKS	0	0	6
2700-0	EMBEZZLEMENT	0	0	0
2800-0	STOLEN PROPERTY	0	0	1

Uniform Crime Report

Report Criteria:

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

Class	Description	JUNE 2010	JUNE 2011	YR TO DATE
2900-0	DAMAGE TO PROPERTY	9	4	15
3000-1	RETAIL FRAUD - MISREPRESENTATION	0	0	0
3000-2	RETAIL FRAUD - THEFT	0	0	1
3000-3	RETAIL FRAUD - REFUND/EXCHANGE	0	0	0
3500-1	VIOLATION OF CONTROLLED SUBSTANCE	5	0	10
3500-2	NARCOTIC EQUIPMENT VIOLATIONS	0	0	0
3600-1	SEXUAL PENETR'N NONFORCIBLE BLOOD/A	0	0	0
3600-2	SEXUAL PENETR'N NONFORCIBLE OTHER	0	0	0
3600-3	PEEPING TOM	0	0	0
3600-4	SEX OFFENSE - OTHER	0	0	0
3700-0	OBSCENITY	0	0	0
3800-1	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	0	0
3800-2	FAMILY - NONSUPPORT	0	0	0
3800-3	FAMILY - OTHER	0	0	0
3900-1	GAMBLING - BETTING/WAGERING	0	0	0
3900-2	GAMBLING - OPERATING/PROMOTING/ASSI	0	0	0
3900-3	GAMBLING - EQUIPMENT VIOLATIONS	0	0	0
3900-4	GAMBLING - SPORTS TAMPERING	0	0	0
4000-1	COMMERCIALIZED SEX - PROSTITUTION	0	0	0
4000-2	COMMERCIALIZED SEX- ASSISTING/PROMO	0	0	0
4100-1	LIQUOR LICENSE - ESTABLISHMENT	0	0	0
4100-2	LIQUOR VIOLATIONS - OTHER	2	1	4
4200-0	DRUNKENNESS	0	0	0
4800-0	OBSTRUCTING POLICE	2	2	3
4900-0	ESCAPE/FLIGHT	0	0	0
5000-0	OBSTRUCTING JUSTICE	4	0	8
5100-0	BRIBERY	0	0	0
5200-1	WEAPONS OFFENSE - CONCEALED	0	0	1
5200-2	WEAPONS OFFENSE - EXPLOSIVES	0	0	0
5200-3	WEAPONS OFFENSE - OTHER	0	0	0
5300-1	DISORDERLY CONDUCT	0	0	2
5300-2	PUBLIC PEACE - OTHER	0	0	1
5400-1	HIT & RUN MOTOR VEHICLE ACCIDENT	4	1	12
5400-2	OUIL OR OUID	1	1	12
5400-3	DRIVING LAW VIOLATIONS	4	8	43
5500-0	HEALTH AND SAFETY	2	1	7
5600-0	CIVIL RIGHTS	0	0	0
5700-1	TRESPASS	0	0	0
5700-2	INVASION OF PRIVACY - OTHER	0	0	0
5800-0	SMUGGLING	0	0	0
5900-0	ELECTION LAWS	0	0	0
6000-0	ANTITRUST	0	0	0
6100-0	TAX/REVENUE	0	0	0
6200-0	CONSERVATION	0	0	0
6300-0	VAGRANCY	0	0	0
7000-0	JUVENILE RUNAWAY	0	0	0
7300-0	MISCELLANEOUS CRIMINAL OFFENSE	0	0	1

Uniform Crime Report

Report Criteria:

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

Class	Description	JUNE 2010	JUNE 2011	YR TO DATE
7500-0	SOLICITATION	0	0	0
7700-0	CONSPIRACY	0	0	0
8900-1	SERVICE OF COMMISSION PAPERS	0	0	0
8900-2	UNAUTHORIZED TRANSPORTATION	0	0	0
8900-3	VIOLATION OF RULES/REGISTRATION	0	0	0
8900-4	WARRANTS	0	0	0
8900-5	MOTOR CARRIER SAFETY RULES	0	0	0
8900-6	INSPECTIONS OF HOMES TO BE MOVED	0	0	0
8900-7	MIGRANT AGRICULTURE WORKERS TRANSP	0	0	0
8900-9	ALL OTHER MOTOR CARRIER VIOLATIONS	0	0	0
9100-1	DELINQUENT MINOR	0	0	0
9100-2	RUNAWAYS	0	0	0
9200-1	DIVORCE AND SUPPORT	0	0	0
9200-2	INCAPACITATION	0	0	0
9200-3	WALK-AWAY - MENTAL INSTITUTIONS ETC	0	0	0
9200-4	ORDER FOR PICKUP AND EXAMINATION	0	0	0
9200-5	CIVIL INFRACTION - ALCOHOL POSSES.	0	0	0
9300-1	PROPERTY DAMAGE ACCIDENT/PI	8	17	51
9300-2	NON-TRAFFIC PDA	5	9	32
9300-3	TRAFFIC VIOLATIONS/CIVIL INFRACTION	0	0	0
9300-4	TOWED VEHICLE	0	1	5
9300-5	TRAFFIC HAZARD/ABANDONED VEHICLE	0	0	0
9300-6	TRAFFIC POLICING	0	1	4
9400-1	FALSE ALARM ACTIVATION	0	0	0
9400-2	VALID ALARM ACTIVATION	0	0	0
9400-3	REST AREA/ROADSIDE PARK VIOLATIONS	0	0	0
9500-1	ACCIDENTAL FIRE	0	0	0
9500-2	ACCIDENTAL EXPLOSION	0	0	0
9500-4	OPEN BURNING	0	0	0
9500-6	FIRE-HAZARDOUS CONDITIONS	0	0	0
9700-0	ACCIDENTAL SHOOTING	0	0	0
9700-5	ACCIDENTAL DEATH-WATER	0	0	0
9700-6	ACCIDENT - ALL OTHER	0	0	0
9800-2	RECOVERED PROPERTY	0	0	0
9800-3	PROPERTY INSPECTION	0	0	0
9800-4	OTHER INSPECTIONS/WEAPONS	7	1	51
9800-5	ALARMS	0	0	0
9800-6	CIVIL	1	1	4
9800-7	SUSPICIOUS SITUATION	1	1	6
9800-8	LOST AND FOUND PROPERTY	3	0	10
9800-9	OVERDOSE	0	0	0
9900-1	SUICIDE	0	0	1
9900-2	DOA - NATURAL	0	1	7
9900-3	MISSING PERSON	0	0	0
9900-7	SAFEKEEPING	0	0	0
9900-8	DEPARTMENTAL ASSIST	0	1	11
9900-9	GENERAL - NON CRIMINAL	10	2	20

Uniform Crime Report

Report Criteria:

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

Class	Description	JUNE 2010	JUNE 2011	YR TO DATE
Totals:		101	73	426

Public Works
Monthly Work Orders

07/06/11

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
BXRP11-0037	SE20-005361-0000-02	BAC HOME LOAN SERVICING 5361 SEYMOUR RD	06/08/11	CURB BOX REPAIR
DRAN11-0007 COMPLETED	CA10-008439-0000-02	KELLEY, JEFFREY 8439 CAPPY LN	06/17/11 06/17/11	STORM DRAINS
FLAG11-0050 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	06/06/11 06/06/11	LOWER/RAISE FLAG
FLAG11-0051 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	06/09/11 06/10/11	LOWER/RAISE FLAG
FLAG11-0052 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	06/20/11 06/21/11	LOWER/RAISE FLAG
FLAG11-0053 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	06/17/11 06/28/11	LOWER/RAISE FLAG
FLAG11-0054	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	06/27/11	LOWER/RAISE FLAG
FNRD11-0287 COMPLETED	MI10-005438-0000-02	SWARTZ AMBULANCE 5438 MILLER RD	06/01/11 06/01/11	FINAL READ
FNRD11-0288 COMPLETED	CA10-008433-0000-03	MCCLURE, JASON 8433 CAPPY LN	06/01/11 06/01/11	FINAL READ
FNRD11-0291 COMPLETED	OA10-005329-0000-05	GRUBBS, WILLIAM 5329 OAKVIEW DR	06/01/11 06/01/11	FINAL READ
FNRD11-0292 COMPLETED	PA10-007112-0000-05	ROSS, DIANE 7112 PARK RIDGE PKY	06/01/11 06/01/11	FINAL READ
FNRD11-0294 COMPLETED	MO10-004500-0000-03	WOODSIDE BUILDERS 4500 MORRISH RD	06/09/11 06/09/11	FINAL READ
FNRD11-0296 COMPLETED	WO10-005215-0000-03	HARRIS, DANIEL 5215 WORCHESTER DR	06/14/11 06/15/11	FINAL READ
FNRD11-0297 COMPLETED	CA10-008433-0000-03	MCCLURE, JASON 8433 CAPPY LN	06/20/11 06/20/11	FINAL READ
FNRD11-0298 COMPLETED	PA10-007129-0000-02	BASS, S JEAN 7129 PARK RIDGE PKY	06/30/11 06/30/11	FINAL READ
FNRD11-0299 COMPLETED	AU10-006286-0000-03	GOOD, LORA 6286 AUGUSTA ST	06/24/11 06/24/11	FINAL READ
FNRD11-0301 COMPLETED	DU10-005304-0000-01	PORTER, JACK 5304 DURWOOD DR	06/29/11 06/29/11	FINAL READ
FNRD11-0302 COMPLETED	GR10-005374-0000-03	LOVEGROVE, LANCE 5374 GREENLEAF DR	06/29/11 06/29/11	FINAL READ
FNRD11-0303 COMPLETED	MI10-007493-0000-04	THE BANK OF NEW YORK MELLON 7493 MILLER RD	06/29/11 06/29/11	FINAL READ
FNRD11-0305 COMPLETED	DU10-005141-0000-05	STRAUSS, TASHA 5141 DURWOOD DR	06/30/11 06/30/11	FINAL READ

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
FNRD11-0400 COMPLETED	SP20-007460-0000-01	RENO, RICHARD 7460 SPRINGBROOK CT	06/17/11 06/17/11	FNRD
GWO11-0189 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	06/06/11 06/07/11	GENERIC WORK ORDEI
GWO11-0190 COMPLETED	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	06/06/11 06/08/11	GENERIC WORK ORDEI
GWO11-0191 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	06/07/11 06/08/11	GENERIC WORK ORDEI
GWO11-0193 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	06/21/11 06/21/11	GENERIC WORK ORDEI
GWO11-0194	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	06/29/11	GENERIC WORK ORDEI
MNT11-0083 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	06/27/11 06/27/11	BUILDING MAINTENAI
MTRP11-0322 COMPLETED	BR20-006337-0000-01	GOODRICH, JEFFREY 6337 BRISTOL RD	06/03/11 06/03/11	METER REPAIR
MTRP11-0323	LI10-004265-0000-01	SCHURMAN, THERESA 4265 LINDSEY DR	06/14/11	METER REPAIR
MTRP11-0324	SE20-005361-0000-02	BAC HOME LOAN SERVICING 5361 SEYMOUR RD	06/08/11	METER REPAIR
READ11-0185 COMPLETED	SC20-005021-0000-02	KRAFT, ZANDREA 5021 SCHOOL ST	06/20/11 06/20/11	READ METER
READ11-0186 COMPLETED	MI10-006192-0000-01	POLASEK, JAMES 6192 MILLER RD	06/24/11 07/01/11	READ METER
SPR-000006 COMPLETED	YO10-009209-0000-01	HONOLD, MICHAEL 9209 YOUNG DR	06/24/11 06/27/11	SPRINKLER METER
SPR-000007 COMPLETED	LI10-007186-0000-00	BREWER, VERTIE 7186 LINDSEY DR	06/27/11 06/27/11	SPRINKLER METER
STRT11-0017 COMPLETED	HI10-009251-0000-01	MATTSON, RICHARD 9251 HILL RD	06/09/11 06/10/11	STREET REPAIR
SWBK11-0022 COMPLETED	WI10-005188-0000-01	HOWEY, ARDIS 5188 WINSHALL DR	06/02/11 06/02/11	SEWER BACKUP
TRDN11-0023	SE20-005337-0000-01	PYLES, THOMAS 5337 SEYMOUR RD	06/23/11	TREE-TAKE DOWN
TRIM11-0008	GR10-005360-0000-01	MATUSIK, TED 5360 GREENLEAF DR	06/01/11	TREE-TRIM
WOFF11-0502 COMPLETED	GR10-005159-0000-03	KLORRES, ALICIA 5159 GREENLEAF DR	06/28/11 06/28/11	WATER TURN OFF
WTON11-0367 COMPLETED	CC10-007436-0000-01	FINGER, LEWIS 7436 CROSSCREEK DR	06/03/11 06/03/11	WATER TURN ON
WTON11-0368 COMPLETED	CE10-009271-0000-03	BENTLEY , MICHAEL & RODABAUGI 9271 CEDAR CREEK CT	06/13/11 06/13/11	WATER TURN ON
WTON11-0370	WI20-005058-0000-02	LASLEY, MICHELE	06/14/11	WATER TURN ON

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		5058 WINSTON DR	06/14/11	
WTON11-0374	WO10-005351-0000-02	BRAYAN, ROBERT	06/16/11	WATER TURN ON
COMPLETED		5351 WORCHESTER DR	06/16/11	
WTON11-0375	MI10-008179-0000-03	FISCHER, PATRICIA	06/24/11	WATER TURN ON
COMPLETED		8179 MILLER RD	06/24/11	
WTON11-0376	GR10-005159-0000-03	KLORRES, ALICIA	06/28/11	WATER TURN ON
COMPLETED		5159 GREENLEAF DR	06/28/11	
WTON11-0377	MI10-007493-0000-05	DEJOURNETT, BILL	06/30/11	WATER TURN ON
COMPLETED		7493 MILLER RD	06/30/11	

Total Records: 46

DPS ACTIVITY - June 2011

	REG	HOL	VAC	ABSENT	OT	DT
101 GENERAL FUND						
262.0 ELECTIONS						
781.0 AMPHI-PARK						
782.0 WINSHALL PARK						
783.0 ELMS PARK	7.00		0.78			
784.0 BICENT. PARK						
790.0 SENIOR CENTER	1.00					
790.0 LIBRARY	8.00		0.56			
792.0 P S BLDG	5.00		0.45			
793.0 CITY HALL	3.25		0.37			
794.0 COMM PROMO	4.00		0.91			
796.0 CEMETERY						
202 MAJOR STREET FUND						
429.0 SAFETY						
441.0 PARK & RIDE GARBAGE	1.00		0.11			
463.0 STREET MAIN	8.00		1.24			
474.0 TRAFFIC						
478.0 SNOW & ICE						
482.0 ADMIN	1.76		0.44			
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	23.00		4.75			
474.0 TRAFFIC						
478.0 SNOW & ICE						
482.0 ADMIN	1.76		0.44			
226 GARBAGE FUND						
528.0 COLLECT	9.00		3.18			
530.0 WOODCHIPPING	69.20		11.66			
782.0 WINSHALL PARK GARBAGE	15.00		2.26		2.00	2.00
783.0 ELMS PARK GARBAGE	16.00		2.03		2.00	2.00
793.0 CITY HALL	3.25		0.37			
590 WATER						
540.0 WATER SYSTEM	40.64		9.86			
540.0 WATER-ON CALL						
542.0 READ & BILL	8.00		1.03			
793.0 CITY HALL	3.25		0.37			
591 SEWER						
536.0 SEWER SYSTEM	32.64		7.38			
536.0 SEWER-ON CALL						
537.0 LIFT STATION	4.00		0.22			
542.0 READ & BILL	2.00		0.22			
793.0 CITY HALL	3.25		0.37			
661 MOTOR POOL FUND						
795.0 CITY GARAGE	1.00					
		0.00		0.00	4.00	4.00
HOLIDAY						
VACATION						
ABSENT						
DAILY HOURS TOTAL	271.00	0.00	49.00	0.00	4.00	4.00

June 2011	MILES DRIVEN		GALLONS GAS PURCHASED		GALLONS DIESEL PURCHASED
<u>#1 P/U 4WD</u>					
<u>#3 P/U 4WD</u>	494		215		
<u>07-03 P/U 4WD</u>	105				
<u>09-03 P/U 4WD</u>	323				32
<u>#2 P/U 2WD</u>	474		55		
<u>#6-00 BACKHOE</u>					
<u>#9 DUMP</u>					
<u>#10 DUMP</u>					
<u>#11 DUMP</u>	97		26		
<u>#12-02 DUMP</u>					
<u>#12-04 DUMP</u>	35				
<u>#12-99 GENERATOR</u>					
<u>#9-02 BRUSH HOG</u>					
<u>#17 CASE BACKHOE</u>					
<u>#19 JD TRACTOR</u>					
<u>#06-99 BUCKET TRUCK</u>					
<u>#21 WOOD CHIPPER</u>					29
<u>#807 STREET SWEEPER</u>	31				40
<u>#42 ASPHALT HEATER</u>					
<u>#37 TRAIL ARROW</u>					
<u>#10-98 3" PUMP</u>					
<u>#28A 3" PUMP</u>					
<u>3" PUMP</u>					
<u>#30 4" PUMP</u>					
<u>#31 4" PUMP</u>					
<u>#32 4" PUMP</u>					
<u>1" PUMP</u>					
<u>S-10</u>	454		28		
<u>TOTAL</u>	<u>2013</u>		<u>324</u>		<u>101</u>

**DPS Equipment Rental
February 2011**

Nature Of Work	DPS #	1,3,07'03, 09'03	1,3,07'03, 09'03a	2	06'00	06'00a	9,10	9,10a	11	11a	12'02	12'02a	01'98
101.262 Elections	1												
101.450 Forestry	2												
101.781 Pajtas Amphi	3												
101.782 Winshall Pk	4	7		5									
101.783 Elms Pk	5	17		5									
101.784 Bicentennial PK	6												
101.790 Sen Ctr./Lib	7	14.5		1									
101.792 PS Bldg	8	12											
101.793 City Hall	9	8.5		2									
101.794 Comm Promo	10	24		2.5									
661.795 City Garage	11												
101.796 City Cem	12			1									
202.463 Maint. Major	13	13		3									
202.474 Traffic-Major	14												
202.478 Snow/Ice-Maj	15												
202.482 Major-Admin	16												
202.463 Maint-Local	17	13		3									
203.474 Traffic-Local	18												
203.478 Snow/Ice-Local	19												
203.482 Local-Admin	20												
226.528 Waste Collect	21	1											
226.530 Woodchipping	22	19							28				
590.540 Water System	23	12		1									
590.542 Water-Read/Bill	24	19		3.5									
591.536 Sewer System	25	2		2									
591.537 Sewer Lift Stat	26	1		1									
226.782 Winshall Garb.	27	6		5									
226.783 Elms Garbage	28	6		12									
591.542 Sewer Read/Bill	29			5									
Total		175	0	52	0	0	0	0	28	0	0	0	0

**DPS Equipment Rental
February 2011**

Nature Of Work	DPS #	01'97	12'99	09'02	17	19	12'04	12'04a		37	42	03'99	open
101.262 Elections	1												
101.450 Forestry	2												
101.781 Pajtas Amphi	3												
101.782 Winshall Pk	4												
101.783 Elms Pk	5												
101.784 Bicentennial Pk	6												
101.790 Sen Ctr./Lib	7												
101.792 PS Bldg	8												
101.793 City Hall	9												
101.794 Comm Promo	10												
661.795 City Garage	11												
101.796 City Cem	12												
202.463 Maint. Major	13										2		
202.474 Traffic-Major	14												
202.478 Snow/Ice-Maj	15												
202.482 Major-Admin	16												
202.463 Maint-Local	17												
203.474 Traffic-Local	18												
203.478 Snow/Ice-Local	19												
203.482 Local-Admin	20												
226.528 Wast Collect	21												
226.530 Woodchipping	22												
590.540 Water System	23												
590.542 Water-Read/Bill	24												
591.536 Sewer System	25												
591.537 Sewer Lift Stat	26												
226-782 Winshall Garb.	27												
226-783 Elms Garbage	28												
Total		0	0	0	0	0	0	0	0	0	2	0	0

07/08/2011

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 06/01/2011 - 06/30/2011

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
06/02/2011	34886	ACE ASPHALT & PAVING CO INC	COLD PATCH	657.30
06/02/2011	34887	ARROW UNIFORM RENTAL	MATS, SUPPLIES	27.44
			UNIFORMS, MATS, SUPPLIES, ENV.	90.92
				118.36
06/02/2011	34888	BRADYS BUSINESS SYSTEMS	5/27-8/27/11 COPY MACHINE MAINT.	232.68
06/02/2011	34889	CHRISTOPHER CLOUGH	REFUND SPECIAL LAND USE FEE PD 5/12/11	250.00
06/02/2011	34890	CITY OF SWARTZ CREEK	REIMB PETTY CASH	177.47
06/02/2011	34891	COMCAST BUSINESS	6/1-6/30/11 PUBLIC SAFETY BUILDING	139.85
06/02/2011	34892	CREEK AUTO SERVICES LLC	MT & BAL TIRES 10-226	32.00
			MT & BAL TIRES 09-401	32.00
			MT & BAL TIRES 07-375	32.00
			BRAKES & ROTORS 05-649	371.50
			DEGLAZE BRAKES 10-226	39.00
			MT & BAL TIRES 05-275	32.00
			LOF MONTHLY MAINT. 10-161	28.95
				567.45
06/02/2011	34893	RWS OF MID MICHIGAN	GARBAGE/RECYCLING/YARD WASTE FY11	19,695.68
			MAY 2011 FUEL RECOVERY FEE	273.28
				19,968.96
06/02/2011	34894	SWANK MOTION PICTURE INC.	MOVIE NIGHT 6/10/11 DESPICABLE ME	321.00
06/09/2011	34895	ADAM H ZETTEL	CONSULTING SERVICES	812.50
06/09/2011	34896	AGROSCAPING INC.	VET MEM SPRINKLER REPAIR	90.00
06/09/2011	34897	ALDERMANS INC	PARTS FOR JD TRACTOR	12.96
06/09/2011	34898	ALLIE BROTHERS INC	(2) SS WHITE UNIFORM SHIRTS	85.07
06/09/2011	34899	APEX SOFTWARE	ANNUAL MAIN RENEWAL APEX SKETCH SOFTWARE	215.00

06/09/2011	34900	BURTON IMAGING & GRAPHICS	2500 MOVIE FLYERS FOR SCHLS & PUBLIC	320.00
06/09/2011	34901	CAPITAL TIRE	(4) TIRES	500.96
			(4) P225/60R18 EAGLE RDA 99W	858.72
			(4)P225/60R18 EAGLE RSA 99W	(858.72)
				500.96
06/09/2011	34902	CITY OF SWARTZ CREEK	CRT MAIL/SZMAN CELL/PENS/BLD TO LAB	92.95
06/09/2011	34903	CONSUMERS ENERGY	5/1-5/31-11	10,842.66
06/09/2011	34904	CONSUMERS ENERGY	5/1-5/31-11	46.44
06/09/2011	34905	CONSUMERS ENERGY	5/1-5/31-11	463.24
06/09/2011	34906	CONSUMERS ENERGY	5/1-5/31-11	31.52
06/09/2011	34907	CONSUMERS ENERGY	5/1-5/31-11	27.87
06/09/2011	34908	CREEK AUTO SERVICES LLC	A/C REPAIR 05-275	271.95
06/09/2011	34909	ELITE BUSINESS PRODUCTS	SUPPLIES-OFFICE	19.85
06/09/2011	34910	FLINT JOURNAL	WASTE PU BID AD	114.66
06/09/2011	34911	GILL ROYS HARDWARE	POT FOR PLANT & PLANTING SUPPLIES	24.34
			SOAP FOR ELM'S PARK	7.52
			YARD WASTE BAGS, KEY	22.73
			GARBAGE PAIL, WINSHALL PARK	19.88
			YARD WASTE BAGS-ELMS PARK	13.96
			SUPPLIES, PS BLDG	5.96
			PEST CONTROL, ANT KILLER	13.57
			NUTS,BOLTS,SCREWS, SEN CTR BIKE RACK	7.75
			GLUE, DRAIN COVER	11.88
			KEYS FOR FIREMENT	5.60
			RETURNED DRAIN COVER	(5.59)
			MAY 2011 DISCOUNT	(4.97)
				122.63
06/09/2011	34912	HYDRO DESIGNS	WTR CROSS CONN CONTROL & COMPL	300.00
06/09/2011	34913	MICHAEL R SHUMAKER	DEC 10-APR 11 RET HLTH CARE REIMB \$219*5	1,095.00
06/09/2011	34914	MICHIGAN METER TECHNOLOGY GRP., INC	METER PARTS	935.49
06/09/2011	34915	NELSON HYDRAULIC SERVICE, INC.	HYDR HOSE/SWIVEL	108.61
06/09/2011	34916	RICHARD ABRAMS	SMALL CIT & VIL MTG 06/01/11	30.22
06/09/2011	34917	RICK CLOLINGER	MED REIMBURSEMENT	702.05
06/09/2011	34918	RWS OF MID MICHIGAN	STREET SWEEPINGS 5/16/11	250.00

06/09/2011	34919	STATE OF MICHIGAN	LIC PLATE TABS 05-168/05-649	26.00
06/09/2011	34920	SUBURBAN AUTO SUPPLY	WHEEL NUTS-JOHN DEER TRACTOR	2.41
06/09/2011	34921	SWARTZ CREEK AREA FIRE DEPT.	OPER & EQUIP BUDGET 7/1/11-12/31/11	51,218.50
			FIRE SERVICE MAY 2011	1,356.57
				52,575.07
06/09/2011	34922	TMDE CALIBRATION LABS, INC	RADAR REPAIR STK-03132	90.00
06/09/2011	34923	U. S. POST OFFICE	100 44C STAMPS/40 61C STAMPS ADVANCE	68.40
06/09/2011	34924	VALLEY PETROLEUM	FUEL USAGE-DPW	527.89
06/09/2011	34925	VALLEY PETROLEUM	FUEL USAGE POLICE 5/16-31/2011	1,209.49
06/16/2011	34926	AMERAPLAN INC	MONTHLY HEALTH PLAN FOR JULY 2011	271.20
06/16/2011	34927	AMERICAN MESSAGING	JUNE 2011	22.30
06/16/2011	34928	ARROW UNIFORM RENTAL	MATS, SUPPLIES	27.56
			UNIFORMS, MATS, SUPPLIES, ENV	78.64
			UNIFORMS, MATS, SUPPLIES, ENV	(89.88)
			MATS, SUPPLIES	(27.13)
			UNIFORMS, MATS, SUPPLIES, ENV	78.06
			MATS, SUPPLIES	27.56
				94.81
06/16/2011	34929	BLUE CARE NETWORK-EAST MI	RETIREE MED INS	2,919.56
06/16/2011	34930	CONSUMERS ENERGY	5/3/11-6/2/11	886.59
06/16/2011	34931	CONSUMERS ENERGY	5/3/11-6/2/11	899.17
06/16/2011	34932	CONSUMERS ENERGY	5/5/11-6/4/11	22.18
06/16/2011	34933	CONSUMERS ENERGY	05/05/11-6/4/11	43.31
06/16/2011	34934	CONSUMERS ENERGY	5/5/11-6/5/11	57.50
06/16/2011	34935	CONSUMERS ENERGY	5/3/11-6/1/11	19.90
06/16/2011	34936	CONSUMERS ENERGY	5/3/11-6/1/11	33.14
06/16/2011	34937	CONSUMERS ENERGY	5/3/11-6/2/11	828.41
06/16/2011	34938	CONSUMERS ENERGY	5/3/11-6/3/11	49.20
06/16/2011	34939	CONSUMERS ENERGY	5/3/11-6/2/11	19.09
06/16/2011	34940	CONSUMERS ENERGY	5/3/11-6/1/11	19.90
06/16/2011	34941	CONSUMERS ENERGY	5/3/11-6/2/11	703.27
06/16/2011	34942	CONSUMERS ENERGY	5/3/11-6/1/11	45.18
06/16/2011	34943	CONSUMERS ENERGY	5/4/11-6/3/11	310.84
06/16/2011	34944	CONSUMERS ENERGY	5/4/11-6/3/11	19.90

06/16/2011	34945	DENNIS MITCHELL	CHIPPING	780.00
06/16/2011	34946	FLINT JOURNAL	MED MARIJ / PUB HRG-BUDGET	159.41
06/16/2011	34947	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
06/16/2011	34948	FUNTASTIC INFLATABLES	FOOD/ENT SVC FOR FAM MOVIE NIGHT	0.00 V
		Void Reason: LOST CHECK		
06/16/2011	34949	GEN CTY DRAIN COMMISION	NPDES PHASE II IMPL FEES 4/1/11-6/30/11	862.72
06/16/2011	34950	GENERAL PARTS, INC.	REPLACE BUCKET TRUCK FUEL PUMP	144.99
06/16/2011	34951	GLASSBURN EXCAVATING LLC	FABRICATE GRILL GRATE FOR ELMS PARK	175.00
06/16/2011	34952	JAMES ENGLISH	EYE EXAM-J. NEERING MCOLES EYE EXAM	20.00
06/16/2011	34953	MICHIGAN PIPE AND VALVE	SPRINKLER METER PARTS	329.58
			WOOD PLUGS	32.31
				361.89
06/16/2011	34954	MID MICHIGAN MANUFACTURING	JETTED SEWER-BURKESHIRE 5/20/11	292.50
			JETTED SEWERS 5/24/11	1,105.00
				1,397.50
06/16/2011	34955	NEXTEL COMMUNICATIONS	MAY 2011 MONTHLY BILL	498.02
06/16/2011	34956	RBM CONSULTING LLC	ELEC EQUIP MAINTENANCE 7/1/11-6/30/12	1,025.00
06/16/2011	34957	ROWE PROFESSIONAL SERVICES CO	DESIGN ENGINEERING- SAD- SPRINGBROOK 110	977.00
06/16/2011	34958	ROWE PROFESSIONAL SERVICES CO	DESIGN ENGINEERING- SAD- SPRINGBROOK 110	8,860.75
06/16/2011	34959	ROWE PROFESSIONAL SERVICES CO	DESIGN ENGINEERING-SAD-HERITAGE VILLAGE	8,416.00
06/16/2011	34960	ROWE PROFESSIONAL SERVICES CO	DESIGN ENGINEERING-SAD-HERITAGE VILLAGE	3,826.00
06/16/2011	34961	SCHAEFER'S OFFICE SOURCE	LINERS-HOMETOWN DAYS	105.74
06/16/2011	34962	SIMEN FIGURA & PARKER PLC	GENERAL/TRAFFIC/ORD	4,314.25
06/16/2011	34963	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	384.00
06/16/2011	34964	SWARTZ CREEK AREA FIRE DEPT.	FEMA MATCHING FUNDS 110523-11	2,248.00
06/16/2011	34965	UNUM LIFE INSURANCE	JULY 11 LIFE INS (2) SHANNON/SNELL	12.05
06/16/2011	34966	WALDORF AND SONS INC	CLEAN SANITARY SEWER	260.00
06/23/2011	34967	ALLIE BROTHERS INC	2 SS UNIF SHIRTS	83.17
06/23/2011	34968	ARROW UNIFORM RENTAL	MATS, SUPPLIES	27.56
			UNIFORMS, MATS, SUPPLIES, ENV	78.06
				105.62

06/23/2011	34969	BASIL AND CORALENE BLOSS	SUPP MED REIMB JAN 11-JUN 11	2,118.12
06/23/2011	34970	BLUMERICH COMMUNICATIONS	RADIO REPAIR 07-375	120.00
06/23/2011	34971	BRADYS BUSINESS SYSTEMS	COPY MACHINE MAINT AGMT 6/15/11-7/15/11	53.24
06/23/2011	34972	COMCAST BUSINESS	6/26/11-7/25/11	268.80
06/23/2011	34973	COOKS DIESEL RV & TRUCK REPAIR	REPAIRS/MAINTENANCE 9-03	319.81
06/23/2011	34974	DELTA DENTAL PLAN	DENTAL-RETIRES	266.62
06/23/2011	34975	DELTA VISION	VISION-RETIRES	22.24
06/23/2011	34976	DENNIS J BITTNER	CALC CHLORIDE/PARK & GRAVEL RDS	1,000.00
06/23/2011	34977	DENNIS MITCHELL	CHIPPING	1,235.00
06/23/2011	34978	DONALD KORTH	MAINTENANCE ON HP9000	75.00
			SWAP 2 WORKSTATIONS	75.00
				150.00
06/23/2011	34979	F S E	CONSTRUCTION PLANS FOR HERITAGE	580.00
06/23/2011	34980	FUNTASTIC INFLATABLES	FOOD/ENT SVC- FAMILY MOVIE NIGHT	750.00
06/23/2011	34981	GEN CTY DRAIN COMMISION	MAY 2011 COMM RTS	64,875.25
06/23/2011	34982	GENESEE COUNTY	SUMMER 2011 TAX BILLS/ROLL	109.47
06/23/2011	34983	GENESEE COUNTY 911 CONSORTIUM	LEIN FEES	336.54
06/23/2011	34984	GIVE 'EM A BRAKE SAFETY	DETOUR/RD CLOSED SIGNS-HOMETOWN DAYS	1,491.46
06/23/2011	34985	LETAVIS ENTERPRISES INC.	MAR/APR 2011 VEH WASHES 35@6.75 EA	236.25
06/23/2011	34986	ROYALTY SERVICES INC	CITY MOWINGS--4/25/11	815.00
			CITY MOWINGS-- 5/2/11	815.00
			CITY MOWINGS 5/10/11	815.00
			CITY MOWINGS 5/16/11	815.00
			CITY MOWINGS 5/24/11	815.00
			CITY MOWINGS 5/31/11	815.00
			CITY MOWINGS 6/6/11	815.00
			MOW GM LOT 6/1/11	200.00
			MOW 7493 MILLER 5/20/11	200.00
			MOW 5079 SEYMOUR 5/12/11	200.00
			MOW 3 VACANT GM LOTS 5/17/11	200.00
			15 YD TOPSOIL	235.00
				6,740.00
06/23/2011	34987	SALLY M ADAMS	REIMBURSE RETIREE MED APR/MAY/JUN 2011	657.00

06/23/2011	34988	SPECMO	SPEEDO VERIFICATION 09-226	45.00
			SPEEDO VERIFICATION 07-375	45.00
			SPEEDO VERIFICATION 10-161	45.00
			SPEEDO VERIFICATION 05-275	45.00
			SPEEDO VERIFICATION 09-401	45.00
				225.00
06/23/2011	34989	SWANK MOTION PICTURE INC.	MOVIE FOR FAMILY MOVIE NIGHT	321.00
06/23/2011	34990	SWARTZ CREEK ELEVATOR	50 POUNDS GRASS SEED	80.00
06/23/2011	34991	VALLEY PETROLEUM	FUEL USAGE - POLICE	1,352.67
06/23/2011	34992	VALLEY PETROLEUM	FUEL USAGE--DPW	459.56
06/23/2011	34993	VILLAGE CLEANERS	2011 MAY UNIFORM CLEANING	97.25
06/23/2011	34994	WEST SHORE SERVICES INC	SIREN MAINT AGMT SVCD 5/24 & 5/25/11	1,800.00
06/30/2011	34995	ACE ASPHALT & PAVING CO INC	COLD PATCH	572.25
06/30/2011	34996	ADS PLUS PRINTING LLC	LEAVE SLIPS	210.88
			LETTERHEAD ENVELOPES	283.36
				494.24
06/30/2011	34997	ADVANCED RANGES INC	DEPT FIREARM TRAINING- 13 OFFICERS	130.00
06/30/2011	34998	AL KALLAS HEATING & COOLING, INC.	TAX O/PMT 58-80-008-000	1.58
06/30/2011	34999	ALLIED PAVEMENT MAINTENANCE	CITY PARKING LOT LINES	415.00
			RESTRIPE CITY HALL LOT	1,772.00
				2,187.00
06/30/2011	35000	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV	78.64
			MATS. SUPPLIES	27.56
			UNIFORMS, MATS, SUPPLIES, ENV	91.33
			MATS, SUPPLIES	27.56
				225.09
06/30/2011	35001	CAREER TRACK	OUTSTANDING REC- CONNIE ESKEW 7/21/11	79.00
			OUTSTANDING REC-DOROTHY M. 7/21/11	79.00

			OUTSTANDING REC-SUE ARVOY 7/21/11	79.00
				237.00
06/30/2011	35002	COMCAST BUSINESS	PUBLIC SAFETY BUILDING	139.85
06/30/2011	35003	DENNIS MITCHELL	CHIPPING, TREE REM 6/24/11	982.50
			CHIPPING 6/27/11	1,170.00
			CHIPPING 6/23/11	1,170.00
				3,322.50
06/30/2011	35004	DONALD KORTH	COMPUTER FOR UB WORKSTATION	383.26
06/30/2011	35005	DUNAVAN, SUSAN	REF PARK RES-7/23/11 ELMS PARK	35.00
06/30/2011	35006	ENCORE PROMOTIONS	CAMP 911 T-SHIRTS	659.05
06/30/2011	35007	GCMPC	MAPS OF COUNTY COMM DISTRICT	0.00 V
		Void Reason: SHREDDED IN ERROR		
06/30/2011	35008	GRUBBS, WILLIAM	UB CREDIT REF-OA10-5329-05	2.35
06/30/2011	35009	GUNTHERS LOCKSMITH SERVICE	LATCH COVER PLATE-CITY HALL	84.99
			LOCK AT WINSHALL PARK	125.00
				209.99
06/30/2011	35010	LANDMARK APPRAISAL CO	ASSESSOR SERVICES NOV 1, 2010-OCT 31, 20	2,233.33
06/30/2011	35011	MICHAEL R SHUMAKER	REIMB HEALTH SUPP- MAY/JUN/JUL 2011	657.00
06/30/2011	35012	MICHIGAN METER TECHNOLOGY GRP. INC	SOFTWARE MAINT- NEPTUNE CONTRACT	800.00
			IRRIGATION METER	537.54
				1,337.54
06/30/2011	35013	PITNEY BOWES INC.	JUNE POSTAGE	1,719.99
06/30/2011	35014	REMAX TOWN & COUNTRY	TAX O/PMT 58-80-583-104	4.95
06/30/2011	35015	ROWE PROFESSIONAL SERVICES CO	CE, TEST & OBS MILLER/ELMS E TO TALLMADG	1,517.00
06/30/2011	35016	ROWE PROFESSIONAL SERVICES CO	MORRISH RD BRIDGE INSPECTION	400.00
06/30/2011	35017	SALLY M ADAMS	REIMB SUPP MED JULY 11	219.00
GEN TOTAL of 130 Non-Void Checks:				239,064.77
(2 Checks Voided)				

HERITAGE VILLAGE SPECIAL ASSESSMENT DISTRICT 1

Parcel Number	Owner Name As of July 5, 2011	Number	Property Address	Owner Address	Owner City	State	Zip Code	Vacant/ Improved	Total Assessed Due April 2, 2012	Five Annual Installments July 1, 2012 - July 1, 2016
58-30-651-001	STOCKDALE, EVELYN	3446	CAMBRIDGE ST	3446 CAMBRIDGE ST	SWARTZ CREEK	MI	48473-7948	I	\$1,373.20	\$274.64
58-30-651-002	ALEXANDER, TONY & PATRICIA	3452	CAMBRIDGE ST	3452 CAMBRIDGE ST	SWARTZ CREEK	MI	48473-7948	I	\$1,373.20	\$274.64
58-30-651-003	HOSLER, MATTHEW	6379	AUGUSTA ST	6379 AUGUSTA ST	SWARTZ CREEK	MI	48473-7947	I	\$1,373.20	\$274.64
58-30-651-004	MURPHY, RICHARD J & JODI ANN	6371	AUGUSTA ST	6371 AUGUSTA ST	SWARTZ CREEK	MI	48473-7947	I	\$1,373.20	\$274.64
58-30-651-005	WEDEL, RALPH & WALTER	6365	AUGUSTA ST	6261 BALDWIN RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-006	SKELLETT, BETTY	6359	AUGUSTA ST	6359 AUGUSTA ST	SWARTZ CREEK	MI	48473-7947	I	\$1,373.20	\$274.64
58-30-651-007	MURPHY, CINDY	6351	AUGUSTA ST	6351 AUGUSTA ST	SWARTZ CREEK	MI	48473-7947	I	\$1,373.20	\$274.64
58-30-651-008	BEST, SHEILA M & GREG K	6343	AUGUSTA ST	6343 AUGUSTA ST	SWARTZ CREEK	MI	48473-7947	I	\$1,373.20	\$274.64
58-30-651-009	DOUCETTE, TIMOTHY	6337	AUGUSTA ST	6337 AUGUSTA ST	SWARTZ CREEK	MI	48473-7947	I	\$1,373.20	\$274.64
58-30-651-010	BRUNETTE, CHARLES & JEANETTE	6329	AUGUSTA ST	6329 AUGUSTA ST	SWARTZ CREEK	MI	48473-7947	I	\$1,373.20	\$274.64
58-30-651-011	WILLSEY, DEWAYNE B & SANDRA	3445	CAMBRIDGE ST	3445 CAMBRIDGE ST	SWARTZ CREEK	MI	48473-7948	I	\$1,373.20	\$274.64
58-30-651-012	QUATTLEBAUM, CURT S & SARA J	3448	MANCHESTER ST	3448 MANCHESTER ST	SWARTZ CREEK	MI	48473-7949	I	\$1,373.20	\$274.64
58-30-651-013	BYRD, TIMOTHY & STEPHANIE L	6328	AUGUSTA ST	6328 AUGUSTA ST	SWARTZ CREEK	MI	48473-7944	I	\$1,373.20	\$274.64
58-30-651-017	COLLIVER, PAUL & ROBERTA	3490	CANTERBURY ST	3490 CANTERBURY ST	SWARTZ CREEK	MI	48473-7940	I	\$1,373.20	\$274.64
58-30-651-018	NEMER, DAVID & ERIKA	3482	CANTERBURY ST	3482 CANTERBURY ST	SWARTZ CREEK	MI	48473-7940	I	\$1,373.20	\$274.64
58-30-651-019	SCRAGG, ENOS JR & EDITH	3474	CANTERBURY ST	3474 CANTERBURY ST	SWARTZ CREEK	MI	48473-7940	I	\$1,373.20	\$274.64
58-30-651-020	HERMIZ, MAHER	6274	AUGUSTA ST	6274 AUGUSTA ST	SWARTZ CREEK	MI	48473-7943	I	\$1,373.20	\$274.64
58-30-651-021	BLAKE, MICHAEL D & CYNTHIA K	6280	AUGUSTA ST	6280 AUGUSTA ST	SWARTZ CREEK	MI	48473-7943	I	\$1,373.20	\$274.64
58-30-651-022	SUMBERA, EDWARD & DONNA	6286	AUGUSTA ST	6286 AUGUSTA ST	SWARTZ CREEK	MI	48473-7943	I	\$1,373.20	\$274.64
58-30-651-023	TRUNDLE, GEORGE & PHYLLIS	6292	AUGUSTA ST	6292 AUGUSTA DR	SWARTZ CREEK	MI	48473-7943	I	\$1,373.20	\$274.64
58-30-651-024	MOY, DANNY & WINNIE	3457	HERITAGE BLVD	3457 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7941	I	\$1,373.20	\$274.64
58-30-651-025	KESSLER, JOANNE E	3449	HERITAGE BLVD	3449 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7941	I	\$1,373.20	\$274.64
58-30-651-026	MC HUGH, JASON & ANDREA	3441	HERITAGE BLVD	3441 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7941	I	\$1,373.20	\$274.64
58-30-651-027	ELDE, JANET M	3435	HERITAGE BLVD	3435 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7941	I	\$1,373.20	\$274.64
58-30-651-028	KREASE, KIMBERLY	3436	HERITAGE BLVD	3436 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7942	I	\$1,373.20	\$274.64
58-30-651-029	BLANKENSHIP, MARK D & KATHRYN	3442	HERITAGE BLVD	3442 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7942	I	\$1,373.20	\$274.64
58-30-651-030	HIRAMATSU, KAZUKO & AUSIN, ADOLFO	3450	HERITAGE BLVD	3450 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7942	I	\$1,373.20	\$274.64
58-30-651-031	BROWN, TIMOTHY	3460	HERITAGE BLVD	3460 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7942	I	\$1,373.20	\$274.64
58-30-651-032	VANTIL, STEVEN	3495	CANTERBURY ST	3495 CANTERBURY	SWARTZ CREEK	MI	48473-7938	I	\$1,373.20	\$274.64
58-30-651-033	JENKINS, AMY L	3491	CANTERBURY ST	3491 CANTERBURY ST	SWARTZ CREEK	MI	48473-7938	I	\$1,373.20	\$274.64

Parcel Number	Owner Name As of July 5, 2011	Number	Property Address	Owner Address	Owner City	State	Zip Code	Vacant/ Improved	Total Assessed Due April 2, 2012	Five Annual Installments July 1, 2012 - July 1, 2016
58-30-651-034	PARRY, BRIAN	3475	CANTERBURY ST	3475 CANTERBURY ST	SWARTZ CREEK	MI	48473-7938	I	\$1,373.20	\$274.64
58-30-651-035	PHILLIPS, DANIEL A & TARA D	3469	CANTERBURY ST	3469 CANTERBURY DR	SWARTZ CREEK	MI	48473-7938	I	\$1,373.20	\$274.64
58-30-651-036	COHEN, JENNIFER L	3461	CANTERBURY ST	3461 CANTERBURY DR	SWARTZ CREEK	MI	48473-7938	I	\$1,373.20	\$274.64
58-30-651-037	KURTIAK, SCOTT A & KELLY L	3457	CANTERBURY ST	3457 CANTERBURY ST	SWARTZ CREEK	MI	48473-7938	I	\$1,373.20	\$274.64
58-30-651-038	STEVENS, DAMON	3451	CANTERBURY ST	3451 CANTERBURY ST	SWARTZ CREEK	MI	48473-7938	I	\$1,373.20	\$274.64
58-30-651-039	HAUCK, MELISSA	6295	AUGUSTA ST	6295 AUGUSTA ST	SWARTZ CREEK	MI	48473-7946	I	\$1,373.20	\$274.64
58-30-651-040	BARBIER, STEVEN & MALONEY, KAREN	6281	AUGUSTA ST	6281 AUGUSTA ST	SWARTZ CREEK	MI	48473-7946	I	\$1,373.20	\$274.64
58-30-651-041	GUTHRIE, RONALD L & JENNIFER M	3445	CANTERBURY ST	3445 CANTERBURY ST	SWARTZ CREEK	MI	48473-7938	I	\$1,373.20	\$274.64
58-30-651-042	SMYTH, KENDALL & CHRISTINE	6243	ARLINGTON DR	6243 ARLINGTON DR	SWARTZ CREEK	MI	48473-7901	I	\$1,373.20	\$274.64
58-30-651-043	LUMLEY, LINDA J	6249	ARLINGTON DR	6249 ARLINGTON DR	SWARTZ CREEK	MI	48473-7950	I	\$1,373.20	\$274.64
58-30-651-044	WOODSIDE BUILDERS, INC	6285	ARLINGTON DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-045	ZELNBABA, GEORGE & SUZANNE	6291	ARLINGTON DR	6291 ARLINGTON DR	SWARTZ CREEK	MI	48473-7950	I	\$1,373.20	\$274.64
58-30-651-046	DONALDSON, DAVID & PEGGY	6290	ARLINGTON DR	6290 ARLINGTON DR	SWARTZ CREEK	MI	48473-7950	I	\$1,373.20	\$274.64
58-30-651-047	ERINA, LEONARD J	6284	ARLINGTON DR	6284 ARLINGTON DR	SWARTZ CREEK	MI	48473-7950	I	\$1,373.20	\$274.64
58-30-651-048	US BANK NATIONAL ASSOC	6248	ARLINGTON DR	4828 LOOP CENTRAL DR	HOUSTON	TX	77081-2226	I	\$1,373.20	\$274.64
58-30-651-049	HENRY, TRACY	6242	ARLINGTON DR	6242 ARLINGTON DR	SWARTZ CREEK	MI	48473-7950	I	\$1,373.20	\$274.64
58-30-651-050	WOODSIDE BUILDERS, INC	6230	ARLINGTON DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-051	LOUMAN, DANIEL & LISA	6227	ST CHARLES PASS	6227 ST CHARLES PASS	SWARTZ CREEK	MI	48473-7951	I	\$1,373.20	\$274.64
58-30-651-052	GOOCH, RICHARD A & AUTUMN D	6235	ST CHARLES PASS	6235 ST CHARLES PASS	SWARTZ CREEK	MI	48473-7901	I	\$1,373.20	\$274.64
58-30-651-053	MOSHER, BRIAN E & PAMELA K	6245	ST CHARLES PASS	6245 ST CHARLES PASS	SWARTZ CREEK	MI	48473-7952	I	\$1,373.20	\$274.64
58-30-651-054	O'BRIEN, TERESA M	6251	ST CHARLES PASS	6251 ST CHARLES PASS	SWARTZ CREEK	MI	48473-7952	I	\$1,373.20	\$274.64
58-30-651-055	SKINNER, JAMES A & STEPHANIE M	6287	ST CHARLES PASS	6287 ST CHARLES PASS	SWARTZ CREEK	MI	48473-7952	I	\$1,373.20	\$274.64
58-30-651-056	LINDSAY, DOUGLAS C & ABBY J	6293	ST CHARLES PASS	6293 ST CHARLES PASS	SWARTZ CREEK	MI	48473-7952	I	\$1,373.20	\$274.64
58-30-651-057	SCHIESTEL, RANDALL & SHAWNA	6299	ST CHARLES PASS	6299 ST CHARLES PASS	SWARTZ CREEK	MI	48473-7901	I	\$1,373.20	\$274.64
58-30-651-058	NEMER, ELIZABETH	3405	HERITAGE BLVD	3405 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7901	I	\$1,373.20	\$274.64
58-30-651-059	WOODSIDE BUILDERS	3419	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-060	NORRIS, GREGORY & LISA	3425	HERITAGE BLVD	3425 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7941	I	\$1,373.20	\$274.64
58-30-651-061	WOODSIDE BUILDERS	3431	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	I	\$1,373.20	\$274.64
58-30-651-062	NEMER, ELIZABETH	3432	HERITAGE BLVD	3432 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7942	I	\$1,373.20	\$274.64
58-30-651-063	WARREN, TRACY R	3426	HERITAGE BLVD	3426 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7942	I	\$1,373.20	\$274.64

Parcel Number	Owner Name As of July 5, 2011	Number	Property Address	Owner Address	Owner City	State	Zip Code	Vacant/ Improved	Total Assessed Due April 2, 2012	Five Annual Installments July 1, 2012 - July 1, 2016
58-30-651-064	BAEHR, KARL W & DARCY L	3420	HERITAGE BLVD	3420 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7942	I	\$1,373.20	\$274.64
58-30-651-065	BURHANS, KAREN & TIMOTHY	3414	HERITAGE BLVD	3414 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7942	I	\$1,373.20	\$274.64
58-30-651-066	WOODSIDE BUILDERS	3408	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-067	SELASKY, SHAWN A & SARAH M	3402	HERITAGE BLVD	3402 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7942	I	\$1,373.20	\$274.64
58-30-651-068	CHRISTIE, JASON	6315	ST CHARLES PASS	6315 ST CHARLES PASS	SWARTZ CREEK	MI	48473-7953	I	\$1,373.20	\$274.64
58-30-651-069	PARTLO, PHILIP & JILLIAN	6321	ST CHARLES PASS	6321 ST CHARLES PASS	SWARTZ CREEK	MI	48473-7901	I	\$1,373.20	\$274.64
58-30-651-070	PAPE, WALTER F & MICHELLE D	6327	ST CHARLES PASS	6327 ST CHARLES PASS	SWARTZ CREEK	MI	48473-7901	I	\$1,373.20	\$274.64
58-30-651-071	BROWN, ROBERT S & STEPHANIE	6333	ST CHARLES PASS	6333 ST CHARLES PASS	SWARTZ CREEK	MI	48473-7953	I	\$1,373.20	\$274.64
58-30-651-072	WOODSIDE BUILDERS	6316	CONCORD DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-073	WOODSIDE BUILDERS	6310	CONCORD DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-074	WOODSIDE BUILDERS	6304	CONCORD DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-075	WOODSIDE BUILDERS	6298	CONCORD DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-076	ZUCHEGNO, NANCY	6292	CONCORD DR	6292 CONCORD DR	SWARTZ CREEK	MI	48473-7959	I	\$1,373.20	\$274.64
58-30-651-077	SMELA, THOMAS & ANN	6286	CONCORD DR	6286 CONCORD DR	SWARTZ CREEK	MI	48473-7959	I	\$1,373.20	\$274.64
58-30-651-078	NEMER, KHALIL	6280	CONCORD DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	I	\$1,373.20	\$274.64
58-30-651-079	HOGAN-VUCKOVICH, PATRICIA	3358	HERITAGE BLVD	3358 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7956	I	\$1,373.20	\$274.64
58-30-651-080	DEAN, MARY	3352	HERITAGE BLVD	3352 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7956	I	\$1,373.20	\$274.64
58-30-651-081	WOODSIDE BUILDERS	3346	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	I	\$1,373.20	\$274.64
58-30-651-082	WOODSIDE BUILDERS	3340	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-083	MACCIOMEI, ALBERT & MARIAN	3336	HERITAGE BLVD	3336 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7956	I	\$1,373.20	\$274.64
58-30-651-084	WOODSIDE BUILDERS	3330	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-085	WOODSIDE BUILDERS	3324	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-086	WOODSIDE BUILDERS	3318	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-087	WOODSIDE BUILDERS	3310	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-088	WOODSIDE BUILDERS	3304	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-089	WOODSIDE BUILDERS	3296	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-090	WOODSIDE BUILDERS	3290	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-091	WOODSIDE BUILDERS	3284	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-092	WOODSIDE BUILDERS	3278	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-093	WOODSIDE BUILDERS	3270	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-094	WOODSIDE BUILDERS	3264	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64

Parcel Number	Owner Name As of July 5, 2011	Number	Property Address	Owner Address	Owner City	State	Zip Code	Vacant/ Improved	Total Assessed Due April 2, 2012	Five Annual Installments July 1, 2012 - July 1, 2016
58-30-651-095	WOODSIDE BUILDERS	3263	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-096	WOODSIDE BUILDERS	3269	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-097	WEDEL, RALPH	6230	BAINBRIDGE DR	6261 BALDWIN RD	SWARTZ CREEK	MI	48473	I	\$1,373.20	\$274.64
58-30-651-098	KRAMER, RUTH A & THEODORE R JR	6224	BAINBRIDGE DR	6224 BAINBRIDGE DR	SWARTZ CREEK	MI	48473-7958	I	\$1,373.20	\$274.64
58-30-651-099	WOODSIDE BUILDERS	6217	BAINBRIDGE DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-100	FOURNIER, ROBERT & JACQUELINE	6212	BAINBRIDGE DR	6212 BAINBRIDGE DR	SWARTZ CREEK	MI	48473-7958	I	\$1,373.20	\$274.64
58-30-651-101	WOODSIDE BUILDERS	3291	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-102	WOODSIDE BUILDERS	3297	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-103	WOODSIDE BUILDERS	3305	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-104	WOODSIDE BUILDERS	3311	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-105	WOODSIDE BUILDERS	3319	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-106	WOODSIDE BUILDERS	3323	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-107	WOODSIDE BUILDERS	3329	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-108	WOODSIDE BUILDERS	3333	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-109	WOODSIDE BUILDERS	3335	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-110	WOODSIDE BUILDERS	3337	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-111	WOODSIDE BUILDERS	3339	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-112	WOODSIDE BUILDERS	3343	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V	\$1,373.20	\$274.64
58-30-651-113	SARGENT, MARTINA	3349	HERITAGE BLVD	3349 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7955	I	\$1,373.20	\$274.64
58-30-651-114	BENEDICT, BRUCE E & BARBARA L	3355	HERITAGE BLVD	56 GOLF VILLA DR	PORT ORANGE	FL	32128	I	\$1,373.20	\$274.64
58-30-651-115	BREWINGTON, LYNN RAE	6246	MANSFIELD DR	6246 MANSFIELD DR	SWARTZ CREEK	MI	48473-7957	I	\$1,373.20	\$274.64
58-30-651-116	CARLSON, CURT D & DAWN E	6240	MANSFIELD DR	6240 MANSFIELD DR	SWARTZ CREEK	MI	48473-7957	I	\$1,373.20	\$274.64
58-30-651-117	BURNER, DENETRA	6236	MANSFIELD DR	6236 MANSFIELD DR	SWARTZ CREEK	MI	48473-7957	I	\$1,373.20	\$274.64
58-30-651-118	DE MARIA, ROBERT F & RUTH C	6230	MANSFIELD DR	6230 MANSFIELD DR	SWARTZ CREEK	MI	48473-7957	I	\$1,373.20	\$274.64
Total Assessment									\$157,918.00	

Total Parcels: 115

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I Love This Yarn! Sportweight 2 & 2.5 OZ. 1.88 OUR EVERYDAY LOW 2.29

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Hushabye 3 & 3.5 OZ. 3.88 OUR EVERYDAY LOW 4.99

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poly-fil™ 12 OZ. 100% Polyester Fiberfill with Stuffing Tool 2.99 IS OUR EVERYDAY LOW PRICE

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Home Decor Tassels & Tiebacks 50% Off OUR EVERYDAY LOW PRICES

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PRICES GOOD IN STORES ONLY JULY 4 - JULY 9, 2011 • SALES SUBJECT TO SUPPLY IN STOCK • SELECTION MAY VARY BY STORE • THIS AD DOES NOT APPLY TO PRE-REDUCED ITEMS • SALE OFFERS NOT AVAILABLE ONLINE

HOBBY LOBBY 40% OFF Any One Item of Regular Price Valid July 4 through July 9, 2011 only. Offer may be used for any one item at regular price only. A single cut of fabric or trim. "Buy the yard" equals one item. One coupon per customer per day. Must present original coupon at time of purchase. Offer is not valid with any other coupon, discount or previous purchase. Excludes custom framing and floral orders, fabric, gift cards, CIRCUT™ & Slice products, special orders, remnant or class fees. Online fabric & trim discount is limited to 10 yards, single cut. Cash Value \$100.

NOTIONS • SEASONAL GOODS • FLORAL SUPPLIES • SILK FLOWERS • WEAPABLE ART

CITY OF SWARTZ CREEK NOTICE OF PUBLIC HEARING

HERITAGE VILLAGE CONDOMINIUM STREET PROJECT SPECIAL ASSESSMENT DISTRICT NO. 1

PLEASE TAKE NOTICE that the City Council for the City of Swartz Creek will hold a public hearing on the 11th day of July, 2011 at 7:00 p.m. in the city council chambers, 8083 Civic Drive, Swartz Creek, Michigan 48473.

The purpose of the public hearing will be to receive public comment on the proposed plan and specifications for the Heritage Village Condominium Street Project, the cost thereof, and the establishment of the Heritage Village Condominium Street Project Special Assessment District No. 1.

The plans and specifications and cost estimates, as well as a description of the proposed special assessment district, are available for public examination at the office of the city clerk at 8083 Civic Drive, Swartz Creek, MI 48473 during all regular business hours.

Appearance and protest the public hearing is required to appeal the amount of the special assessment to the Michigan Tax Tribunal.

Appearance and protest may be made by mail, but such mail shall be received by the City at the above address no later than 4:30 p.m. on the date of the public hearing.

Persons with a disability who have need for a special accommodation to participate in the public hearing shall contact the city clerk regarding such accommodation at least 72 hours before the public hearing.

Juanita Aguila City Clerk

07032011

0004148300kc

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Invasion. Fisher is a standout Flint North... designed to be barrier-free... rehearsal rooms, the project will reconfigure parking and district officials and the project... on the property own... ing a special assess... SWARTZ CREEK... that from a high school

**SPECIAL ASSESSMENT DISTRICT AGREEMENT
BETWEEN
THE CITY OF SWARTZ CREEK
AND
HERITAGE VILLAGE CONDOMINIUM ASSOCIATION**

This agreement is made this 23 day of June, 2011, 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 Heritage Village Association of Swartz Creek, a Michigan Non-Profit Corporation, with principal offices at ~~5232 S. Morrish Rd.~~ 7550 MILLER RD, Swartz Creek, Michigan 48473 ("Association").

WHEREAS, the Heritage Village Condominium ("Heritage Village"), a site condominium project, was established in August 2002 and work on the development of same commenced in 2002; and

WHEREAS, the Master Deed for Heritage Village was recorded with the Genesee County Register of Deeds on October 9, 2002, Instrument No: 200210290121507; and

WHEREAS, the Master Deed provided for the establishment of the Association and the Association's Bylaws (the Master Deed and the Association's Bylaws are collectively referred to herein as the "Condominium Documents"); and

WHEREAS, all of the streets within Heritage Village have been laid out and partially constructed as private streets; and

WHEREAS, due to certain financial conditions, the developer has been unable to complete the construction of the private streets within Heritage Village; and

WHEREAS, the Association has asked the City to complete construction of the streets within Heritage Village and to make said streets public streets;

WHEREAS, the City is willing to complete the construction of the streets within Heritage Village at the sole cost of the lot, or unit, owners within Heritage Village and/or the Association, and is willing to assume jurisdiction over the same as public streets subject to the terms and conditions set forth in this agreement;

WHEREAS, the Association is the owner of certain sanitary sewer, storm sewer and water lines that run through Heritage Village; and

WHEREAS, the Association desires to dedicate and transfer the ownership of said sanitary sewer system, storm water system and water system ("the Utility Systems") to the City; and

WHEREAS, the City is willing to accept said dedication and take over the ownership and operation of the Utility Systems under the terms and conditions set forth in this agreement;

NOW, THEREFORE, it is hereby agreed between the City and the Association, acting through their duly authorized representatives, as follows:

1. Establishment of Special Assessment District.

As soon as practicable after execution of this agreement, the City shall take all necessary steps as required by law to establish a special assessment district consisting of all units, or sites, within Heritage Village, said units, or sites, being described in Exhibit "A" attached hereto and incorporated herein, for the purpose of completing the construction of the streets within Heritage Village. Such proceedings include obtaining cost estimates for the completion of construction of said streets, adopting resolutions to propose the creation of a special assessment district, conducting a public hearing thereon, adopting resolutions creating the special assessment district and creating a special assessment roll, conducting a public hearing on said special assessment roll and adopting a final resolution confirming the special assessment roll.

2. Petition in Opposition.

If the City is presented with a petition at or before the first public hearing in the special assessment process signed by the owners of record of more than 20% of the units, or sites within Heritage Village, the City shall have no duty to proceed with the special assessment process unless it subsequently receives a petition signed by the owners of record of no less than 50% of the front footage of the units, or sites, within Heritage Village. Such petition shall conform to and comply with the requirements of Chapter 14 of the Swartz Creek City Code.

3. Execution of Construction Contract; Termination of Agreement.

Upon confirmation of the special assessment roll, the City will execute the appropriate contracts for the completion of the construction of said streets and will cause said construction to be completed as soon as practicable; provided, however, that the Association may terminate this agreement if, after determining the cost of construction of the streets, it decides it does not want the City to proceed with the project, in which event it shall reimburse the City for all costs incurred by the City up to that point in time in proceeding to establish the special assessment district, including any legal and professional fees incurred by the City therein.

4. Dedication and Acceptance of Streets.

Upon completion of the construction of all of the streets, the Association will dedicate same to the public and the City will accept said dedication, thereby making said streets, right of ways, sanitary sewers, storm sewers, water lines and public streets part of the City's public street system, a copy of such utility systems attached hereto as "Exhibit B"; provided, however, that if such dedication requires an amendment to the condominium master deed, the City shall be under no obligation to accept such dedication unless it is provided with evidence that such amendment has been completed. Otherwise, the dedication by the Association shall be accomplished in the manner required by law and shall be in a form approved by the City's legal counsel. The City's acceptance of the dedication by the Association shall be by city council resolution.

5. Financing of Construction.

The proceeds of the special assessment established as provided in paragraph 1, above, will be used by the City to finance the completion of the construction of the streets within Heritage Village and to pay or reimburse the City for all costs incurred by the City in establishing the special assessment district, including, without limitation, any design and construction engineering expenses, legal or professional fees, mailing and publishing expenses.

6. Estimated Construction, Administrative & Total Special Assessment Cost.

Based on bids received, it is estimated that the total cost of completing repairs of said streets will be approximately One-Hundred Fifty-Eight Thousand Dollars (\$158,000). Estimated detail cost model is attached and listed as "Exhibit C". Said sum will be raised by a special assessment against every unit, or site, within the Heritage Village Condominium.

7. Previously Paved Streets.

There are two streets within Heritage Village which have previously been paved but the units, or sites, on said streets are nevertheless included within the special assessment district as said units are benefitted by the pavement of the remaining streets in Heritage Village resulting in the completion of the condominium development and by the fact that said streets will be dedicated to the public and accepted by the City as public streets, along with the water, sanitary and storm sewer lines within said streets as well as the street lighting and other public improvements within the street rights of way.

8. Association responsibility for Delinquent Assessments.

If, after completion of the statutory collection process for unpaid taxes and special assessments, there still remains any unpaid special assessment for any lot or site within the special assessment district, the Association shall be responsible to the City, within a reasonable amount of time, for any such special assessments which are delinquent, unpaid and uncollectable for any unit, or site, within Heritage Village, including any tax reverted lots or sites, and shall, if necessary, exercise the assessment authority it has pursuant to the Condominium Documents to specially assess its members to raise the funds necessary to pay for said delinquent assessments

9. Street Construction Standards.

The streets shall be constructed in accordance with the road construction standards of the City, and the City will be obligated to accept the public dedication of such streets only if it is determined that they in fact meet those standards. The City will impose this requirement upon the contractor in the construction contract for the streets.

10. Protest to Tax Tribunal; Indemnification.

If the owner of any lot, or site, within Heritage Village should protest the necessity for such special assessment or the amount thereof to the Michigan Tax Tribunal, and such protest is upheld by the Michigan Tax Tribunal, then the Association will further indemnify the City for

the loss of any such special assessment; and, if necessary, the Association will exercise the assessment authority it has pursuant to the Condominium Documents in order to raise the funds necessary to do so.

The Association shall indemnify and hold the City harmless for the cost of defending any appeal to the Michigan Tax Tribunal of any special assessment for said streets within Heritage Village, and will reimburse the City for any costs and attorneys fees incurred by the City in defending same.

11. Action Brought in Another Forum; Indemnification.

The Association shall also indemnify and hold the City harmless for all attorneys fees and costs incurred in defending any action brought by any member of the Association or any lot or site owner within Heritage Village in any other forum challenging this agreement, the Association's authority to enter into this agreement (including the damages it suffers as a result of any judicial finding that the Association had no authority to enter into this agreement), the special assessment, or any other action on the part of the City to fulfill the terms of this agreement.

12. Composition of the Utility Systems.

The Utility Systems consist of that sanitary sewer system, storm water system and water system currently existing in Heritage Village (excluding sewer leads to individual units and water leads after shut-off valves up to individual units) as more particularly described and depicted in Exhibit "B" hereto, including any easements for maintenance, repair and/or replacement of same.

13. Conveyance, Dedication and Acceptance of the Utility Systems.

The Association hereby conveys, grants and dedicates to the City the Utility Systems up to the point of their connection to the water and sewer leads at each unit in Heritage Village as depicted on Exhibit "B"; and the City agrees to accept said grant of dedication and conveyance and to assume ownership and operation of the Utility Systems as described in Exhibit "A;" provided, however, that if such dedication requires an amendment to the condominium master deed to be effective, the City shall be under no obligation to accept such dedication unless it is provided with evidence that such amendment has been completed. Otherwise, the dedication by the Association shall be accomplished in the manner required by law and shall be in a form approved by the City's legal counsel. The City's acceptance of the dedication by the Association shall be by city council resolution.

14. Repair and Maintenance Easement.

The Association shall assign to the City and easements it may have, if any, for the maintenance, repair and/or replacement of the Utility Systems or any component thereof and shall, as may be necessary, grant to the City easements for maintenance, repair and/or replacement of the Utility Systems. The easement shall have a width of ten (10) feet for the water lines and shall extend five (5) feet on either side of the center of said water lines. The easement shall have a width of twenty (20) feet for the sewer lines and shall extend ten (10) feet on either side of the center of said sewer lines. The Association shall also grant

easements to the City to allow storm sewer and street surface runoff water to drain into and across any and all detention and/or retention ponds that may exist on Association property.

15. Other Street Right of Way Improvements.

The Association shall dedicate and transfer to the City all other utility improvements it owns within the right of way of all of the streets within Heritage Village, said improvements to include the street light poles and related equipment.

16. Notices.

Whenever it is necessary or required by law or by this agreement that notice be given by one party to this agreement to the other party, unless otherwise specifically authorized in writing, such notice shall be personally delivered or sent by first class mail, postage prepaid, to the following:

To the City:

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

With a copy to:

Richard J. Figura, Esq.
SIMEN, FIGURA & PARKER, P.L.C.
5206 Gateway Centre
Flint, MI 48507

To the Association:

Heritage Village Condominium Association of Swartz Creek
7550 MILLER RD
SWARTZ CREEK, MI 48473

With a copy to:

RAJALL E. SCHIESTEL
ASSOCIATION SECRETARY
6299 ST. CHARLES PASS SWARTZ CREEK, MI 48473

17. Resident agent and officers of the Association.

The Association shall advise the City annually by January 15th of the names and addresses of its resident agent and its officers.

18 Entire Agreement.

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

19. Amendments.

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

20. Assignment.

Any assignment of this agreement by either party to another person or entity shall not be effective against the other party unless such other party approves such assignment in writing.

21. Applicable Law.

This Agreement shall be governed by, interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Michigan.

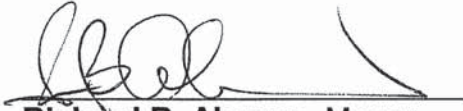
22. Severability.

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

(Signature Page to Follow)

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

CITY OF SWARTZ CREEK

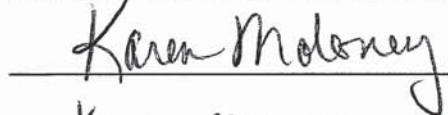


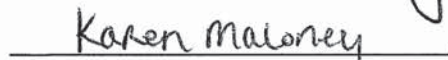
Richard B. Abrams, Mayor

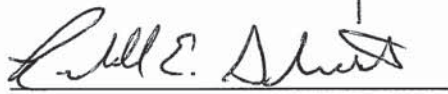


Juanita Aguilar, City Clerk

**HERITAGE VILLAGE CONDOMINIUM
ASSOCIATION OF SWARTZ CREEK**



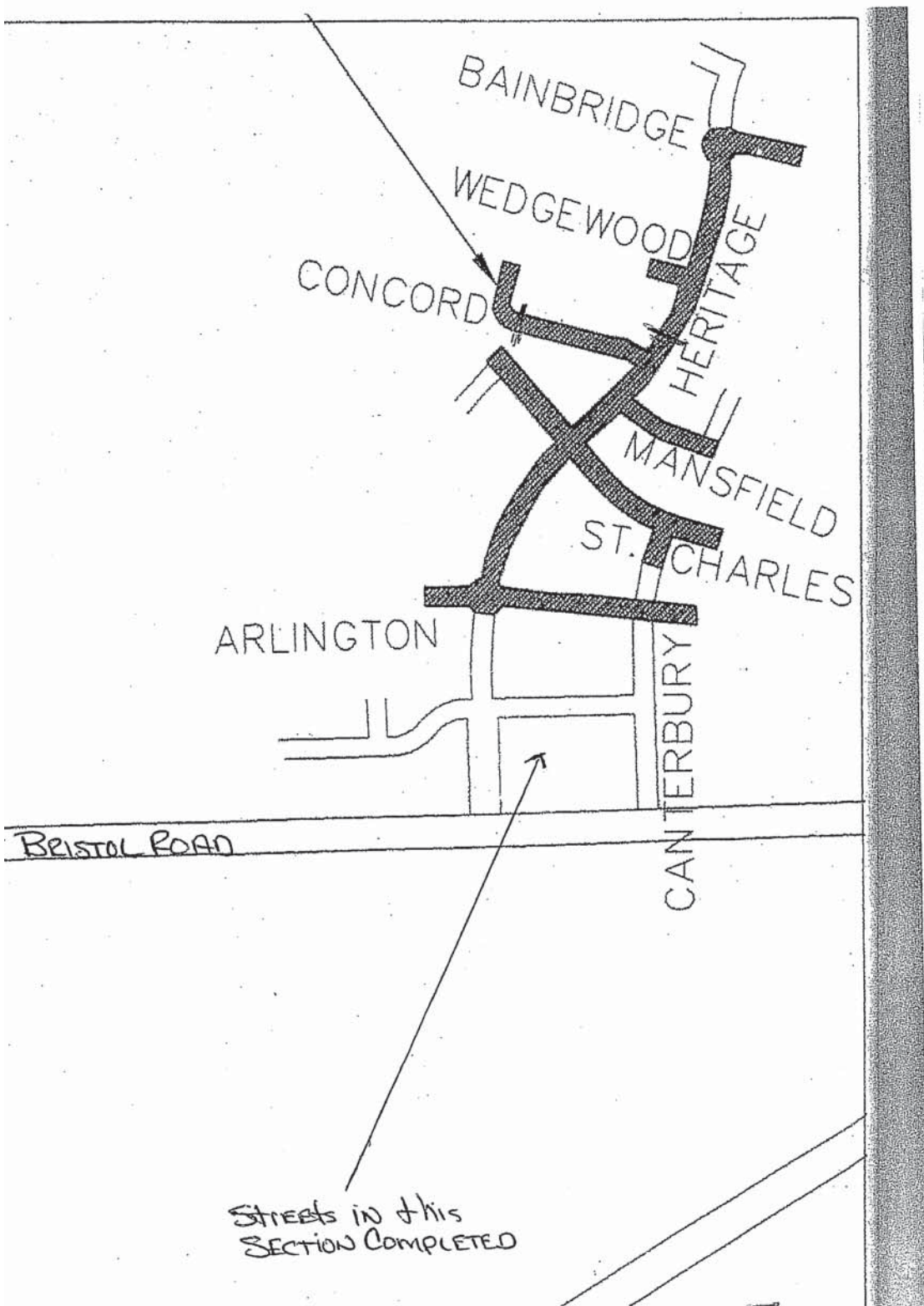
 _____, President



RANDALL E. SCHIESTEL, Secretary

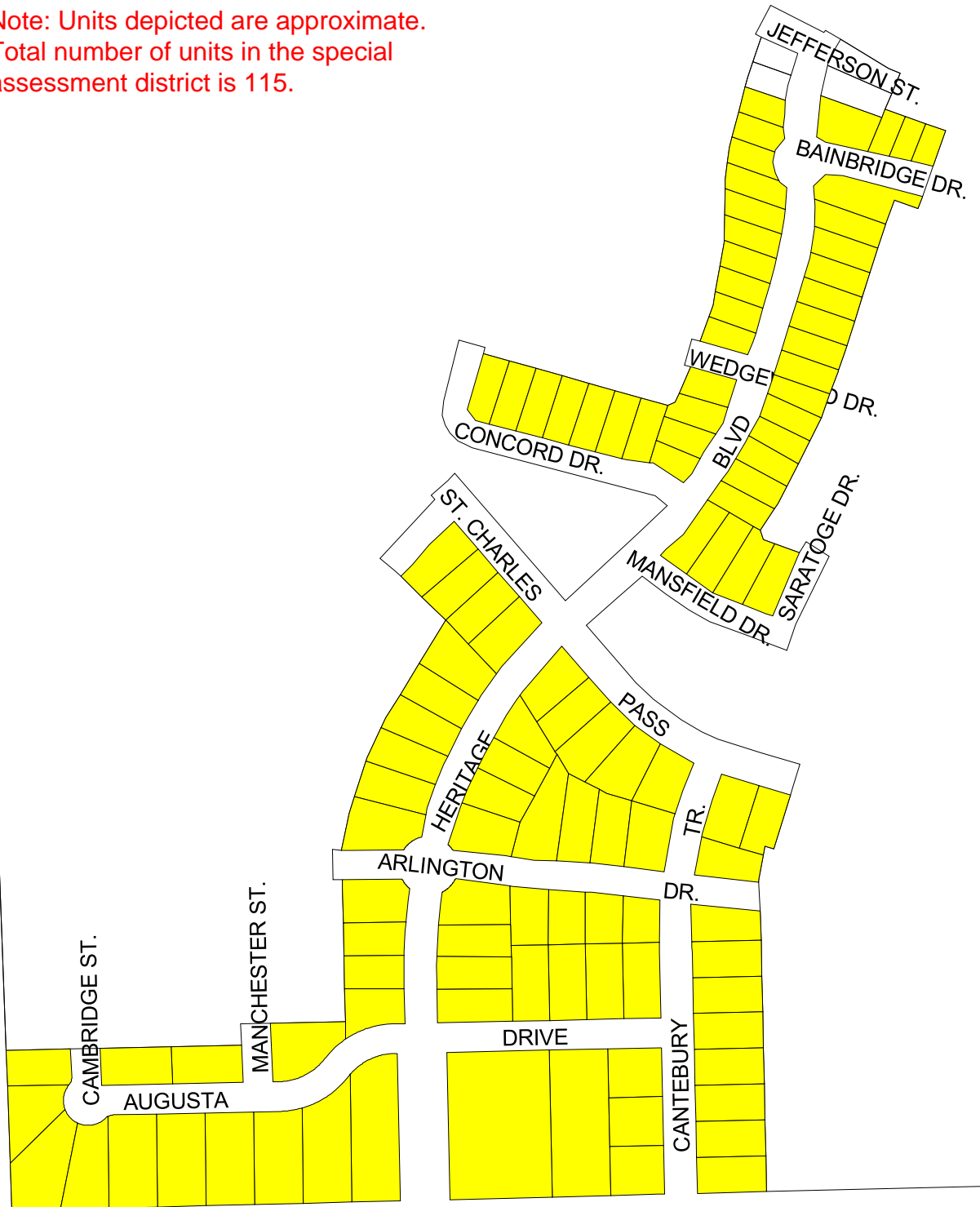
EXHIBIT “A”

HERITAGE VILLAGE - As Bid -



**HERITAGE VILLAGE ASSOCIATION
SPECIAL ASSESSMENT DISTRICT**

Note: Units depicted are approximate.
Total number of units in the special
assessment district is 115.



HERITAGE VILLAGE SPECIAL ASSESSMENT DISTRICT 1

Parcel Number	Owner Name	Number	Property Address	Owner Address	Owner City	State	Zip Code	Vacant/ Improved
58-30-651-001	STOCKDALE, EVELYN	3446	CAMBRIDGE ST	3446 CAMBRIDGE ST	SWARTZ CREEK	MI	48473-7948	I
58-30-651-002	ALEXANDER, TONY & PATRICIA	3452	CAMBRIDGE ST	3452 CAMBRIDGE ST	SWARTZ CREEK	MI	48473-7948	I
58-30-651-003	HOSLER, MATTHEW	6379	AUGUSTA ST	6379 AUGUSTA ST	SWARTZ CREEK	MI	48473-7947	I
58-30-651-004	MURPHY, RICHARD J & JODI ANN	6371	AUGUSTA ST	6371 AUGUSTA ST	SWARTZ CREEK	MI	48473-7947	I
58-30-651-005	WEDEL, RALPH & WALTER	6365	AUGUSTA ST	6261 BALDWIN RD	SWARTZ CREEK	MI	48473	V
58-30-651-006	SKELLETT, BETTY	6359	AUGUSTA ST	6359 AUGUSTA ST	SWARTZ CREEK	MI	48473-7947	I
58-30-651-007	MURPHY, CINDY	6351	AUGUSTA ST	6351 AUGUSTA ST	SWARTZ CREEK	MI	48473-7947	I
58-30-651-008	BEST, SHEILA M & GREG K	6343	AUGUSTA ST	6343 AUGUSTA ST	SWARTZ CREEK	MI	48473-7947	I
58-30-651-009	DOUCETTE, TIMOTHY	6337	AUGUSTA ST	6337 AUGUSTA ST	SWARTZ CREEK	MI	48473-7947	I
58-30-651-010	BRUNETTE, CHARLES & JEANETTE	6329	AUGUSTA ST	6329 AUGUSTA ST	SWARTZ CREEK	MI	48473-7947	I
58-30-651-011	WILLSEY, DEWAYNE B & SANDRA	3445	CAMBRIDGE ST	3445 CAMBRIDGE ST	SWARTZ CREEK	MI	48473-7948	I
58-30-651-012	QUATTLEBAUM, CURT S & SARA J	3448	MANCHESTER ST	3448 MANCHESTER ST	SWARTZ CREEK	MI	48473-7949	I
58-30-651-013	BYRD, TIMOTHY & STEPHANIE L	6328	AUGUSTA ST	6328 AUGUSTA ST	SWARTZ CREEK	MI	48473-7944	I
58-30-651-017	COLLIVER, PAUL & ROBERTA	3490	CANTERBURY ST	3490 CANTERBURY ST	SWARTZ CREEK	MI	48473-7940	I
58-30-651-018	NEMER, DAVID & ERIKA	3482	CANTERBURY ST	3482 CANTERBURY ST	SWARTZ CREEK	MI	48473-7940	I
58-30-651-019	SCRAGG, ENOS JR & EDITH	3474	CANTERBURY ST	3474 CANTERBURY ST	SWARTZ CREEK	MI	48473-7940	I
58-30-651-020	HERMIZ, MAHER	6274	AUGUSTA ST	6274 AUGUSTA ST	SWARTZ CREEK	MI	48473-7943	I
58-30-651-021	BLAKE, MICHAEL D & CYNTHIA K	6280	AUGUSTA ST	6280 AUGUSTA ST	SWARTZ CREEK	MI	48473-7943	I
58-30-651-022	GOOD, LORA S	6286	AUGUSTA ST	6286 AUGUSTA ST	SWARTZ CREEK	MI	48473-7943	I
58-30-651-023	TRUNDLE, GEORGE & PHYLLIS	6292	AUGUSTA ST	6292 AUGUSTA DR	SWARTZ CREEK	MI	48473-7943	I
58-30-651-024	MOY, DANNY & WINNIE	3457	HERITAGE BLVD	3457 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7941	I
58-30-651-025	KESSLER, JOANNE E	3449	HERITAGE BLVD	3449 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7941	I
58-30-651-026	MC HUGH, JASON & ANDREA	3441	HERITAGE BLVD	3441 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7941	I
58-30-651-027	ELDE, JANET M	3435	HERITAGE BLVD	3435 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7941	I
58-30-651-028	KREASE, KIMBERLY	3436	HERITAGE BLVD	3436 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7942	I
58-30-651-029	BLANKENSHIP, MARK D & KATHRYN	3442	HERITAGE BLVD	3442 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7942	I
58-30-651-030	HIRAMATSU, KAZUKO & AUSIN, ADOLFO	3450	HERITAGE BLVD	3450 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7942	I
58-30-651-031	BROWN, TIMOTHY	3460	HERITAGE BLVD	3460 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7942	I
58-30-651-032	VANTIL, STEVEN	3495	CANTERBURY ST	3495 CANTERBURY	SWARTZ CREEK	MI	48473-7938	I
58-30-651-033	JENKINS, AMY L	3491	CANTERBURY ST	3491 CANTERBURY ST	SWARTZ CREEK	MI	48473-7938	I
58-30-651-034	PARRY, BRIAN	3475	CANTERBURY ST	3475 CANTERBURY ST	SWARTZ CREEK	MI	48473-7938	I
58-30-651-035	PHILLIPS, DANIEL A & TARA D	3469	CANTERBURY ST	3469 CANTERBURY DR	SWARTZ CREEK	MI	48473-7938	I
58-30-651-036	COHEN, JENNIFER L	3461	CANTERBURY ST	3461 CANTERBURY DR	SWARTZ CREEK	MI	48473-7938	I
58-30-651-037	KURTIK, SCOTT A & KELLY L	3457	CANTERBURY ST	3457 CANTERBURY ST	SWARTZ CREEK	MI	48473-7938	I
58-30-651-038	STEVENS, DAMON	3451	CANTERBURY ST	3451 CANTERBURY ST	SWARTZ CREEK	MI	48473-7938	I

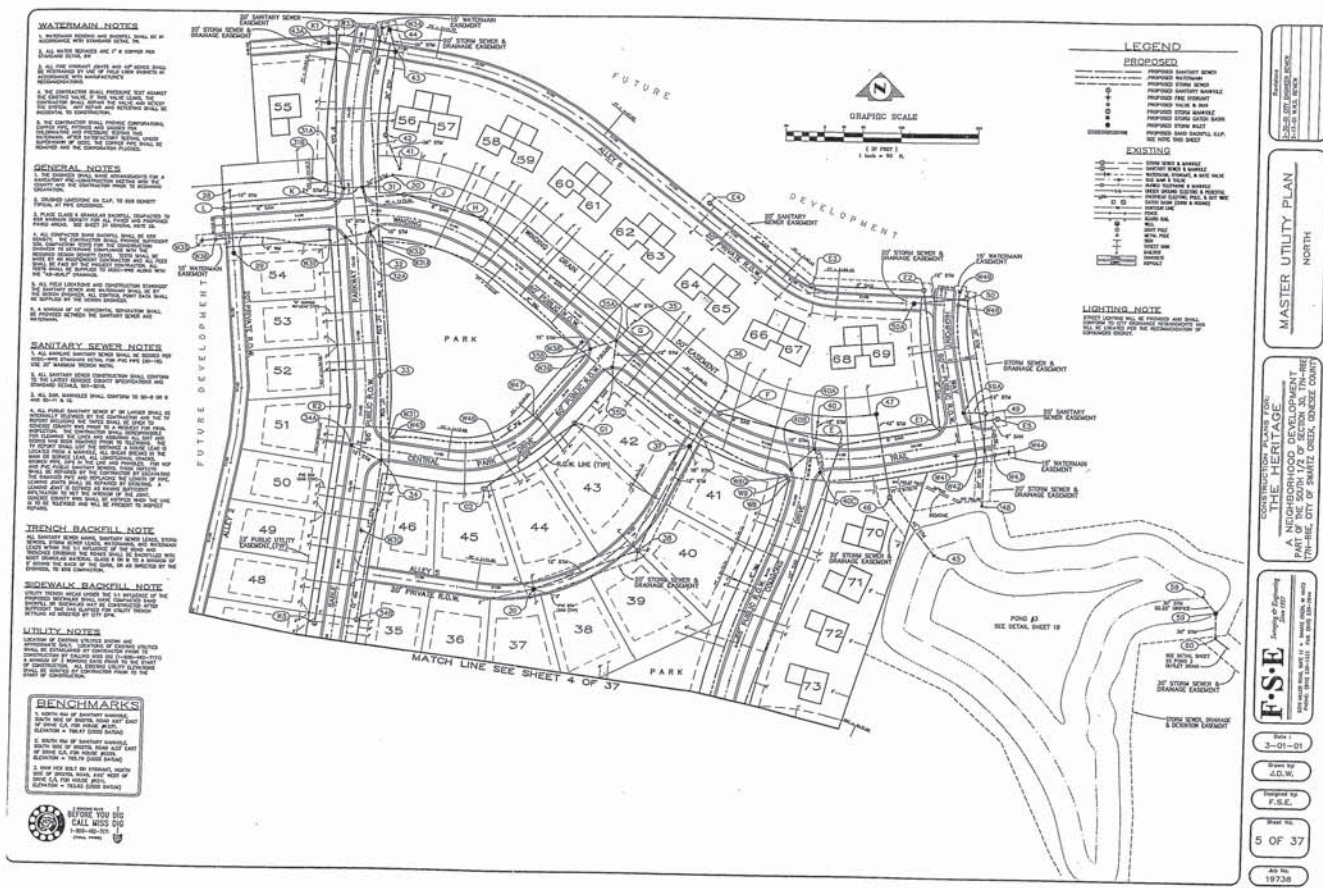
Parcel Number	Owner Name	Number	Property Address	Owner Address	Owner City	State	Zip Code	Vacant/ Improved
58-30-651-039	HAUCK, MELISSA	6295	AUGUSTA ST	6295 AUGUSTA ST	SWARTZ CREEK	MI	48473-7946	I
58-30-651-040	BARBIER, STEVEN & MALONEY, KAREN	6281	AUGUSTA ST	6281 AUGUSTA ST	SWARTZ CREEK	MI	48473-7946	I
58-30-651-041	GUTHRIE, RONALD L & JENNIFER M	3445	CANTERBURY ST	3445 CANTERBURY ST	SWARTZ CREEK	MI	48473-7938	I
58-30-651-042	SMYTH, KENDALL & CHRISTINE	6243	ARLINGTON DR	6243 ARLINGTON DR	SWARTZ CREEK	MI	48473-7901	I
58-30-651-043	LUMLEY, LINDA J	6249	ARLINGTON DR	6249 ARLINGTON DR	SWARTZ CREEK	MI	48473-7950	I
58-30-651-044	WOODSIDE BUILDERS, INC	6285	ARLINGTON DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-045	ZELENBABA, GEORGE & SUZANNE	6291	ARLINGTON DR	6291 ARLINGTON DR	SWARTZ CREEK	MI	48473-7950	I
58-30-651-046	DONALDSON, DAVID & PEGGY	6290	ARLINGTON DR	6290 ARLINGTON DR	SWARTZ CREEK	MI	48473-7950	I
58-30-651-047	ERINA, LEONARD J	6284	ARLINGTON DR	6284 ARLINGTON DR	SWARTZ CREEK	MI	48473-7950	I
58-30-651-048	US BANK NATIONAL ASSOC	6248	ARLINGTON DR	4828 LOOP CENTRAL DR	HOUSTON	TX	77081-2226	I
58-30-651-049	HENRY, TRACY	6242	ARLINGTON DR	6242 ARLINGTON DR	SWARTZ CREEK	MI	48473-7950	I
58-30-651-050	WOODSIDE BUILDERS, INC	6230	ARLINGTON DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-051	LOUMAN, DANIEL & LISA	6227	ST CHARLES PASS	6227 ST CHARLES PASS	SWARTZ CREEK	MI	48473-7951	I
58-30-651-052	GOOCH, RICHARD A & AUTUMN D	6235	ST CHARLES PASS	6235 ST CHARLES PASS	SWARTZ CREEK	MI	48473-7901	I
58-30-651-053	MOSHER, BRIAN E & PAMELA K	6245	ST CHARLES PASS	6245 ST CHARLES PASS	SWARTZ CREEK	MI	48473-7952	I
58-30-651-054	O'BRIEN, TERESA M	6251	ST CHARLES PASS	6251 ST CHARLES PASS	SWARTZ CREEK	MI	48473-7952	I
58-30-651-055	SKINNER, JAMES A & STEPHANIE M	6287	ST CHARLES PASS	6287 ST CHARLES PASS	SWARTZ CREEK	MI	48473-7952	I
58-30-651-056	LINDSAY, DOUGLAS C & ABBY J	6293	ST CHARLES PASS	6293 ST CHARLES PASS	SWARTZ CREEK	MI	48473-7952	I
58-30-651-057	SCHIESTEL, RANDALL & SHAWNA	6299	ST CHARLES PASS	6299 ST CHARLES PASS	SWARTZ CREEK	MI	48473-7901	I
58-30-651-058	NEMER, ELIZABETH	3405	HERITAGE BLVD	3405 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7901	I
58-30-651-059	WOODSIDE BUILDERS	3419	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-060	NORRIS, GREGORY & LISA	3425	HERITAGE BLVD	3425 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7941	I
58-30-651-061	WOODSIDE BUILDERS	3431	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	I
58-30-651-062	NEMER, ELIZABETH	3432	HERITAGE BLVD	3432 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7942	I
58-30-651-063	WARREN, TRACY R	3426	HERITAGE BLVD	3426 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7942	I
58-30-651-064	BAEHR, KARL W & DARCY L	3420	HERITAGE BLVD	3420 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7942	I
58-30-651-065	BURHANS, KAREN & TIMOTHY	3414	HERITAGE BLVD	3414 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7942	I
58-30-651-066	WOODSIDE BUILDERS	3408	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-067	SELASKY, SHAWN A & SARAH M	3402	HERITAGE BLVD	3402 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7942	I
58-30-651-068	CHRISTIE, JASON	6315	ST CHARLES PASS	6315 ST CHARLES PASS	SWARTZ CREEK	MI	48473-7953	I
58-30-651-069	PARTLO, PHILIP & JILLIAN	6321	ST CHARLES PASS	6321 ST CHARLES PASS	SWARTZ CREEK	MI	48473-7901	I
58-30-651-070	PAPE, WALTER F & MICHELLE D	6327	ST CHARLES PASS	6327 ST CHARLES PASS	SWARTZ CREEK	MI	48473-7901	I
58-30-651-071	BROWN, ROBERT S & STEPHANIE	6333	ST CHARLES PASS	6333 ST CHARLES PASS	SWARTZ CREEK	MI	48473-7953	I
58-30-651-072	WOODSIDE BUILDERS	6316	CONCORD DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-073	WOODSIDE BUILDERS	6310	CONCORD DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-074	WOODSIDE BUILDERS	6304	CONCORD DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V

Parcel Number	Owner Name	Number	Property Address	Owner Address	Owner City	State	Zip Code	Vacant/ Improved
58-30-651-075	WOODSIDE BUILDERS	6298	CONCORD DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-076	ZUCHEGNO, NANCY	6292	CONCORD DR	6292 CONCORD DR	SWARTZ CREEK	MI	48473-7959	I
58-30-651-077	SMELA, THOMAS & ANN	6286	CONCORD DR	6286 CONCORD DR	SWARTZ CREEK	MI	48473-7959	I
58-30-651-078	NEMER, KHALIL	6280	CONCORD DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	I
58-30-651-079	HOGAN-VUCKOVICH, PATRICIA	3358	HERITAGE BLVD	3358 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7956	I
58-30-651-080	DEAN, MARY	3352	HERITAGE BLVD	3352 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7956	I
58-30-651-081	WOODSIDE BUILDERS	3346	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	I
58-30-651-082	WOODSIDE BUILDERS	3340	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-083	MACCIOMEI, ALBERT & MARIAN	3336	HERITAGE BLVD	3336 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7956	I
58-30-651-084	WOODSIDE BUILDERS	3330	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-085	WOODSIDE BUILDERS	3324	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-086	WOODSIDE BUILDERS	3318	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-087	WOODSIDE BUILDERS	3310	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-088	WOODSIDE BUILDERS	3304	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-089	WOODSIDE BUILDERS	3296	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-090	WOODSIDE BUILDERS	3290	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-091	WOODSIDE BUILDERS	3284	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-092	WOODSIDE BUILDERS	3278	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-093	WOODSIDE BUILDERS	3270	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-094	WOODSIDE BUILDERS	3264	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-095	WOODSIDE BUILDERS	3263	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-096	WOODSIDE BUILDERS	3269	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-097	WEDEL, RALPH	6230	BAINBRIDGE DR	6261 BALDWIN RD	SWARTZ CREEK	MI	48473	I
58-30-651-098	KRAMER, RUTH A & THEODORE R JR	6224	BAINBRIDGE DR	6224 BAINBRIDGE DR	SWARTZ CREEK	MI	48473-7958	I
58-30-651-099	WOODSIDE BUILDERS	6217	BAINBRIDGE DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-100	FOURNIER, ROBERT & JACQUELINE	6212	BAINBRIDGE DR	6212 BAINBRIDGE DR	SWARTZ CREEK	MI	48473-7958	I
58-30-651-101	WOODSIDE BUILDERS	3291	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-102	WOODSIDE BUILDERS	3297	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-103	WOODSIDE BUILDERS	3305	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-104	WOODSIDE BUILDERS	3311	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-105	WOODSIDE BUILDERS	3319	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-106	WOODSIDE BUILDERS	3323	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-107	WOODSIDE BUILDERS	3329	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-108	WOODSIDE BUILDERS	3333	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-109	WOODSIDE BUILDERS	3335	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-110	WOODSIDE BUILDERS	3337	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-111	WOODSIDE BUILDERS	3339	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V

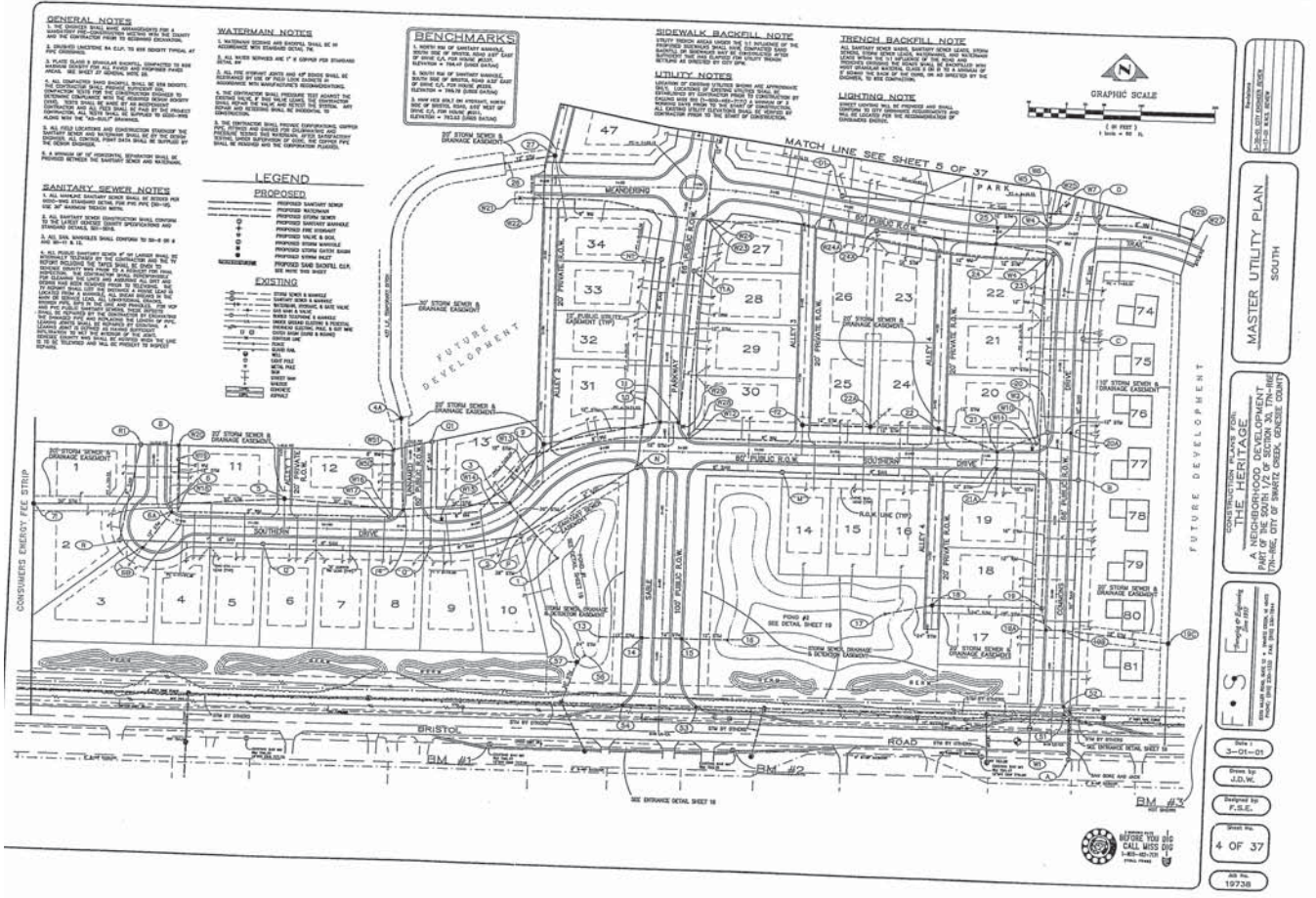
Parcel Number	Owner Name	Number	Property Address	Owner Address	Owner City	State	Zip Code	Vacant/ Improved
58-30-651-112	WOODSIDE BUILDERS	3343	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-113	SARGENT, MARTINA	3349	HERITAGE BLVD	3349 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7955	I
58-30-651-114	BENEDICT, BRUCE E & BARBARA L	3355	HERITAGE BLVD	56 GOLF VILLA DR	PORT ORANGE	FL	32128	I
58-30-651-115	BREWINGTON, LYNN RAE	6246	MANSFIELD DR	6246 MANSFIELD DR	SWARTZ CREEK	MI	48473-7957	I
58-30-651-116	CARLSON, CURT D & DAWN E	6240	MANSFIELD DR	6240 MANSFIELD DR	SWARTZ CREEK	MI	48473-7957	I
58-30-651-117	BURNER, DENETRA	6236	MANSFIELD DR	6236 MANSFIELD DR	SWARTZ CREEK	MI	48473-7957	I
58-30-651-118	DE MARIA, ROBERT F & RUTH C	6230	MANSFIELD DR	6230 MANSFIELD DR	SWARTZ CREEK	MI	48473-7957	I
	First Place Bank Attn: Paul Dieter			3900 Market St	Youngstown	OH	44512	
Total Parcels:	115							

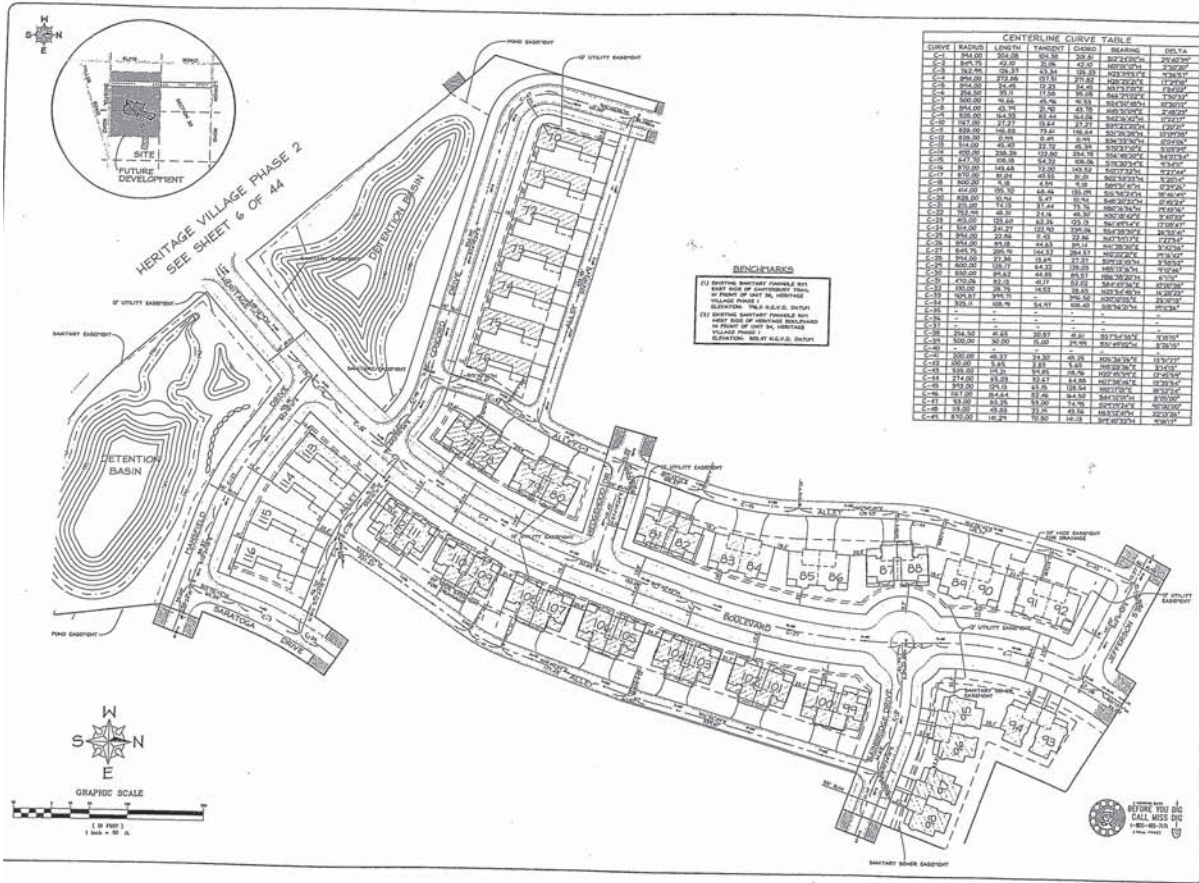
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EXHIBIT “B”



HERITAGE PHASE I





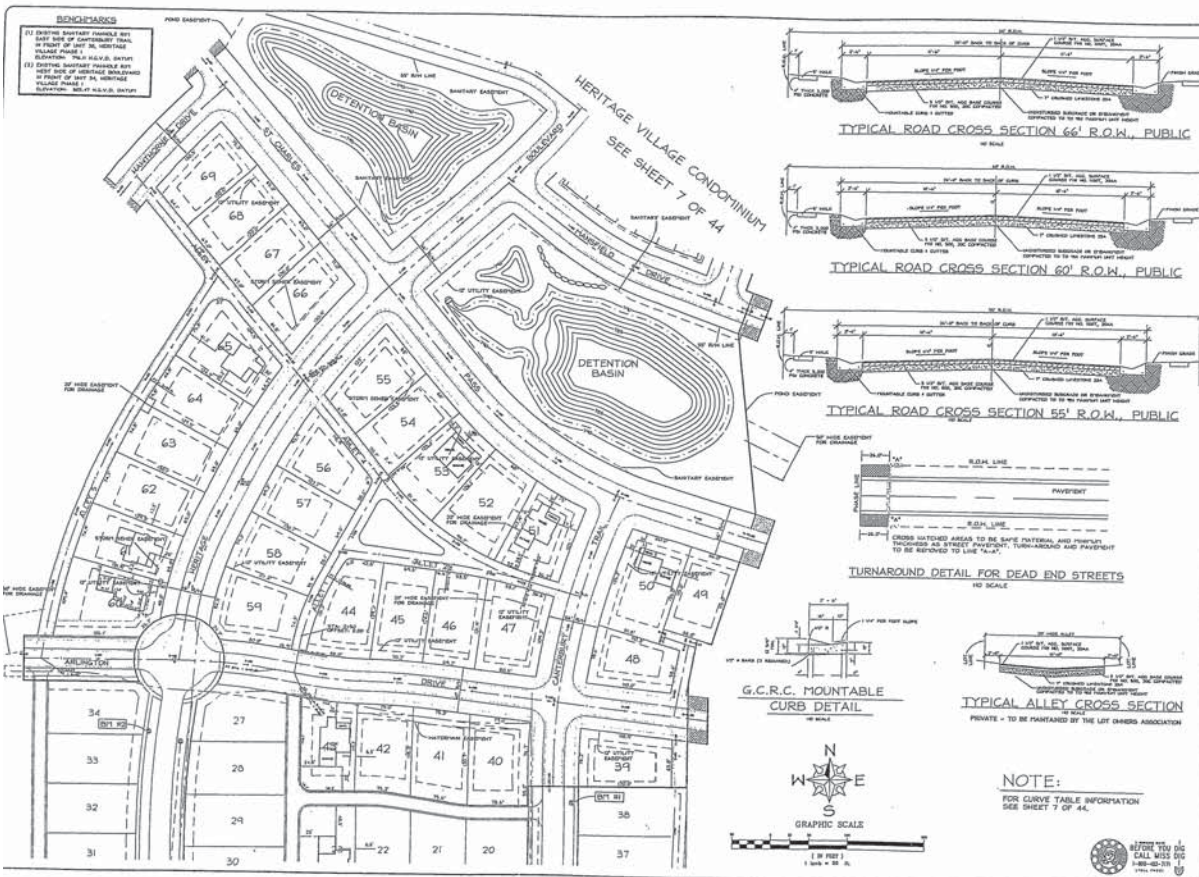
HERITAGE VILLAGE PHASE 2 ENLARGED SITE PLAN
PAGE OF THE PLAN OF THE TOWN OF BENTON, IN THE YEAR, 2003.

PREPARED FOR:
WOODSIDE BUILDERS
4600 FORNICH ROAD
SHARTE CREEK, MICHIGAN 48475
TEL: (616) 635-2227

F.S.E.
FREDERICK S. ELLIOTT & ASSOCIATES, INC.
1000 W. BENTON BLVD., SUITE 100
BENTON, MI 48803
TEL: (616) 635-2227

DATE: MARCH 2003
DRAWN BY: J.D.H.
CHECKED BY: B.L.M.
SHEET NO. 7 OF 44
JOB NO. 2218

HERITAGE PHASE II (PAGE 1)



HERITAGE VILLAGE PHASE 2 ENLARGED SITE PLAN
PAGE OF THE PLAN OF THE TOWN OF BENTON, IN THE YEAR, 2003.

PREPARED FOR:
WOODSIDE BUILDERS
4600 FORNICH ROAD
SHARTE CREEK, MICHIGAN 48475
TEL: (616) 635-2227

F.S.E.
FREDERICK S. ELLIOTT & ASSOCIATES, INC.
1000 W. BENTON BLVD., SUITE 100
BENTON, MI 48803
TEL: (616) 635-2227

DATE: MARCH 2003
DRAWN BY: J.D.H.
CHECKED BY: B.L.M.
SHEET NO. 8 OF 44
JOB NO. 2218

EXHIBIT “C”

Cost Model: Heritage Village SAD (115 Units)

Revised June 8, 2011

Date	Check #	Heritage Village, Expense
7/22/2010	33782	\$0.00
8/12/2010	33879	\$0.00
9/23/2010	34012	\$50.00
10/14/2010	34092	\$0.00
11/18/2010	34214	\$150.00
12/16/2010	34308	\$0.00
12/16/2010	34308	\$312.50
1/13/2011	34411	\$0.00
2/10/2011	34498	\$0.00
3/7/2011	34638	\$0.00
4/21/2011	34765	\$0.00
5/12/2011	34842	\$62.50
	Sub Total:	\$575.00
Additional Est. Legal Fees		\$375.00
	Sub Total:	\$950.00
Postage (At least two letters)		\$105.00
Public Notices (Estimate)		\$125
Heritage Village Construction		\$133,584.20
Design Engineering		\$12,402.00
Constr Engineering		\$11,120.00
Total of Project		\$158,286.20
Contingency 7% of total project		\$11,080.03
Project Subtotal		\$169,366.23
Less funds paid by Developer		(\$15,300.00)
Total before Interest		\$154,066.23
Interest: 0.5% per year / five years		\$3,851.66
Grand Total		\$157,917.89
Divided by 5 years		\$31,583.58
Divided by number of Units: 115		\$274.64
Total per Unit		\$1,373.20

Springbrook East Special Assessment District 1

Parcel Number	Owner Name As of July 5, 2011	Number	Property Address	Owner Address	Owner City	State	Zip Code	Taxpayer Address	City	State	Zip Code	Total Assessed Due April 2, 2012	Five Annual Installments July 1, 2012 - July 1, 2016
58-36-676-001	ABRAMS, DOROTHY C & JOEL C	4384	MAYA LN	4384 MAYA LN	SWARTZ CREEK	MI	48473-1593					\$2,334.25	\$466.85
58-36-676-002	PHILLIPS, BOBBIE	4380	MAYA LN	4380 MAYA LN	SWARTZ CREEK	MI	48473-1593					\$2,334.25	\$466.85
58-36-676-003	KOHLER, JOSEPH D & JOYCE E	4374	MAYA LN	4374 MAYA LN	SWARTZ CREEK	MI	48473-1593					\$2,334.25	\$466.85
58-36-676-004	POWELSON, DONALD K & PHILOMENE JOAN	4370	MAYA LN	4370 MAYA LN	SWARTZ CREEK	MI	48473-1593					\$2,334.25	\$466.85
58-36-676-005	MC MILLIN, GERALD M & RUTH M	4362	MAYA LN	3415 MALACHITE DR	ZEPHYRHILLS	FL	33540	PO BOX 164	SC	MI	####	\$2,334.25	\$466.85
58-36-676-006	LEWIS, MARGARET & DONALD	4358	MAYA LN	4358 MAYA LN	SWARTZ CREEK	MI	48473-1593					\$2,334.25	\$466.85
58-36-676-007	CZERWINSKI, SHERRY	4350	MAYA LN	4350 MAYA LN	SWARTZ CREEK	MI	48473-1593					\$2,334.25	\$466.85
58-36-676-008	CAREY, MARY E & ROBERT L	4346	MAYA LN	4346 MAYA LN	SWARTZ CREEK	MI	48473-1593					\$2,334.25	\$466.85
58-36-676-009	MARSH, DANIEL C & MARILYN	4340	MAYA LN	4340 MAYA LN	SWARTZ CREEK	MI	48473-1593					\$2,334.25	\$466.85
58-36-676-010	MONTINI, MARLENE	4336	MAYA LN	4336 MAYA LN	SWARTZ CREEK	MI	48473-1593					\$2,334.25	\$466.85
58-36-676-011	DUNNIGAN, PATRICIA	4330	MAYA LN	4330 MAYA LN	SWARTZ CREEK	MI	48473-1593					\$2,334.25	\$466.85
58-36-676-012	MC GAFFIGAN, MICHAEL D & CHERYL E	4326	MAYA LN	4326 MAYA LN	SWARTZ CREEK	MI	48473-1593					\$2,334.25	\$466.85
58-36-676-013	DINGMAN, LAVERN & BARBARA	4320	MAYA LN	4320 MAYA LN	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-014	WOODS, JOYCE & WOODS, KYLE	4316	MAYA LN	4316 MAYA LN	SWARTZ CREEK	MI	48473-1593					\$2,334.25	\$466.85
58-36-676-015	STEVENS, GRACE	4310	MAYA LN	4310 MAYA LN	SWARTZ CREEK	MI	48473-1593					\$2,334.25	\$466.85
58-36-676-016	SALE, DAVID & BARBARA	4306	MAYA LN	4306 MAYA LN	SWARTZ CREEK	MI	48473-1593					\$2,334.25	\$466.85
58-36-676-017	NAIL, RICHARD & SANDRA TRUST	4298	MAYA LN	4298 MAYA LN	SWARTZ CREEK	MI	48473-1594					\$2,334.25	\$466.85
58-36-676-018	MOAK, ROBERT C & SANDRA J	4290	MAYA LN	4290 MAYA LN	SWARTZ CREEK	MI	48473-1594					\$2,334.25	\$466.85
58-36-676-019	WOODSIDE BUILDERS INC	4286	MAYA LN	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-020	CRANSTON, BETTY	4285	MAYA LN	4285 MAYA LN	SWARTZ CREEK	MI	48473-1594					\$2,334.25	\$466.85
58-36-676-021	LILEY, MARK	4289	MAYA LN	4289 MAYA LN	SWARTZ CREEK	MI	48473-1594					\$2,334.25	\$466.85
58-36-676-022	BALLREICH, RICHARD & SHARON	4297	MAYA LN	4297 MAYA LN	SWARTZ CREEK	MI	48473-1594					\$2,334.25	\$466.85
58-36-676-023	GAVRILOFF, DONALD & ROSALIE	4301	MAYA LN	12121 VONN RD, #130	LARGO	FL	33774					\$2,334.25	\$466.85
58-36-676-024	RICKETTS, DALE & SULVIA	7261	LINDSEY DR	7261 LINDSEY DR	SWARTZ CREEK	MI	48473-1596					\$2,334.25	\$466.85
58-36-676-025	SCHLUETER, LYLE & MARILYN	7257	LINDSEY DR	7257 LINDSEY LN	SWARTZ CREEK	MI	48473-1596					\$2,334.25	\$466.85
58-36-676-026	PYLES, JACK D & JENNIE K	7264	MAPLECREST CIR	7264 MAPLECREST CIR	SWARTZ CREEK	MI	48473-1595					\$2,334.25	\$466.85
58-36-676-027	WOODWARD, EVELYN	7260	MAPLECREST CIR	8107 MARIE LANE	ELLENTON	FL	34222					\$2,334.25	\$466.85
58-36-676-028	HIGDON, BOBBY R & GLENNA M	7252	MAPLECREST CIR	7252 MAPLECREST CIR	SWARTZ CREEK	MI	48473-1595					\$2,334.25	\$466.85
58-36-676-029	KIVETT, GAIL E	7242	MAPLECREST CIR	7242 MAPLECREST CIR	SWARTZ CREEK	MI	48473-1595					\$2,334.25	\$466.85
58-36-676-030	VAN WORMER, RICHARD	7238	MAPLECREST CIR	7238 MAPLECREST CIR	SWARTZ CREEK	MI	48473-1595					\$2,334.25	\$466.85
58-36-676-031	MOON, EDWIN L & MARYELLEN	7233	MAPLECREST CIR	7233 MAPLECREST CIR	SWARTZ CREEK	MI	48473-1595					\$2,334.25	\$466.85
58-36-676-032	WILES, CHARLES E & MARLYN L	7237	MAPLECREST CIR	7237 MAPLECREST CIR	SWARTZ CREEK	MI	48473-1595					\$2,334.25	\$466.85

Parcel Number	Owner Name As of July 5, 2011	Number	Property Address	Owner Address	Owner City	State	Zip Code	Taxpayer Address	City	State	Zip Code	Total Assessed Due April 2, 2012	Five Annual Installments July 1, 2012 - July 1, 2016
58-36-676-033	TEUNION, ROBERT M & LOIS F	7245	MAPLECREST CIR	7245 MAPLECREST CIR	SWARTZ CREEK	MI	48473-1595					\$2,334.25	\$466.85
58-36-676-034	MOSHER, F DONALD & MARY TRUST	7249	MAPLECREST CIR	7249 MAPLECREST CIR	SWARTZ CREEK	MI	48473-1595					\$2,334.25	\$466.85
58-36-676-035	BROWN, ALLEN N & LINDA K	7259	MAPLECREST CIR	7259 MAPLECREST CIR	SWARTZ CREEK	MI	48473-1595					\$2,334.25	\$466.85
58-36-676-036	MULLEN, JOHN & PATRICIA	7263	MAPLECREST CIR	7263 MAPLECREST CIR	SWARTZ CREEK	MI	48473-1595					\$2,334.25	\$466.85
58-36-676-037	WOODSIDE BUILDERS INC	4375	MAYA LN	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-038	URECHE, STEVEN B	4379	MAYA LN	4379 MAYA LN	SWARTZ CREEK	MI	48473-1593					\$2,334.25	\$466.85
58-36-676-039	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-040	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-041	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-042	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-043	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-044	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-045	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-046	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-047	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-048	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-049	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-050	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-051	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-052	BRISCOE, RAYMOND & MCJUESTS	7163	LINDSEY DR	7163 LINDSEY DR	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-053	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-054	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-055	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-056	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-057	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-058	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-059	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-060	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-061	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-062	BREWER, VERTIE	7186	LINDSEY DR	7186 LINDSEY DRIVE	SWARTZ CREEK	MI	48473-1902					\$2,334.25	\$466.85
58-36-676-063	MORRIS, JASON & CARRIE	7165	RUSSELL DR	7165 RUSSELL DR	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
58-36-676-064	WOODSIDE BUILDERS INC.	0	RUSSELL DR	7550 MILLER RD	SWARTZ CREEK	MI	48473					\$2,334.25	\$466.85
Total Units: 64		Total Assessment:										\$149,392.00	

The committee started with a list of everything they wanted in the theater and whittled it down to what could fit in the budget, said Katie Thompson, director of Swartz Creek Center Stage and a member of the committee.

"(SHW Group) took just about everything we asked for and were able to incorporate it without adding a tremendous amount of expense, which was our fine line," Thompson said. "I was very pleased with the overall design and layout and how the rooms are going to function."

The district's plan for traffic flow at the high school calls for building an additional road and entrance on Miller Road while separating student, bus and teacher traffic. The district also plans to overhaul the heating, ventilation and air conditioning systems at the high school.

The money for the projects — \$13.6 million — will come through a qualified school construction bond, which was created in 2009 as part of the federal stimulus package. The federally subsidized funds have an about .59 percent interest rate throughout the life of the bond. The money to repay the loan will come from the building and site fund, which is funded by 1.8 mills approved for 20 years by voters last May, Pratt previously said.

District officials hope to break ground by the end of September. The center is estimated to be completed in spring 2012.

www.majorfindings.com

CITY OF SWARTZ CREEK

NOTICE OF PUBLIC HEARING

**SPRINGBROOK EAST CONDOMINIUM STREET PROJECT
SPECIAL ASSESSMENT DISTRICT NO. 1**

PLEASE TAKE NOTICE that the City Council for the City of Swartz Creek will hold a public hearing on the 11th day of July, 2011 at 7:00 p.m. in the city council chambers, 8100 Civic Drive, Swartz Creek, Michigan 48473.

The purpose of the public hearing will be to receive public comment on the proposed plan and specifications for the Springbrook East Condominium Street Project, the cost thereof, and the establishment of the Springbrook East Condominium Street Project Special Assessment District No. 1.

The plans and specifications and cost estimates, as well as a description of the proposed special assessment district, are available for public examination at the office of the city clerk at 8083 Civic Drive, Swartz Creek, MI 48473 during all regular business hours.

Appearance and protest the public hearing is required to appeal the amount of the special assessment to the Michigan Tax Tribunal.

Appearance and protest may be made by mail, but such mail shall be received by the City at the above address no later than 4:30 p.m. on the date of the public hearing.

Persons with a disability who have need for a special accommodation to participate in the public hearing shall contact the city clerk regarding such accommodation at least 72 hours before the public hearing.

Juanita Aguilar
City Clerk

07032011

0004148319ko

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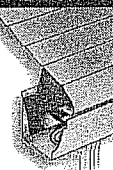
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**SPECIAL ASSESSMENT DISTRICT AGREEMENT
BETWEEN
THE CITY OF SWARTZ CREEK
AND
SPRINGBROOK EAST CONDOMINIUM ASSOCIATION**

This agreement is made this ²⁵ day of June, 2011 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 Springbrook East Condominium Association of Swartz Creek, a Michigan Non-Profit Corporation, with principal offices at 7186 Lindsey Drive, Swartz Creek, Michigan 48473 ("Association").

WHEREAS, the Springbrook East Condominium ("Springbrook East"), a site condominium project, was established in 2004 and work on the development of same commenced in 2004; and

WHEREAS, the Master Deed for Springbrook East was recorded with the Genesee County Register of Deeds on November 10, 2004; and

WHEREAS, the Master Deed provided for the establishment of the Association and the Association's Bylaws (the Master Deed and the Association's Bylaws are collectively referred to herein as the "Condominium Documents"); and

WHEREAS, all of the streets within Springbrook East have been laid out and partially constructed as private streets; and

WHEREAS, due to certain financial conditions, the developer has been unable to complete the construction of the private streets within Springbrook East; and

WHEREAS, the Association has asked the City to complete construction of all of the streets within Springbrook East and to make said streets public streets;

WHEREAS, the City is willing to complete the construction of all of the streets within Springbrook East at the sole cost of the lot, or site, owners within Springbrook East and/or the Association, and is willing to assume jurisdiction over the same as public streets subject to the terms and conditions set forth in this agreement; and

WHEREAS, the Association is the owner of certain sanitary sewer and water lines that run through Springbrook East; and

WHEREAS, the Association desires to dedicate and transfer the ownership of said sanitary sewer system and water system ("the Utility Systems") to the City; and

WHEREAS, the City is willing to accept said dedication and take over the ownership and operation of the Utility Systems under the terms and conditions set forth in this agreement;

NOW, THEREFORE, it is hereby agreed between the City and the Association, acting through their duly authorized representatives, as follows:

1. Establishment of Special Assessment District.

As soon as practicable after execution of this agreement, the City shall take all necessary steps as required by law to establish a special assessment district consisting of all units, or sites, within Springbrook East, said units, or sites, being described in Exhibit "A" attached hereto and incorporated herein, for the purpose of completing the construction of said streets. Such proceedings include obtaining cost estimates for the completion of construction of said streets, adopting resolutions to propose the creation of a special assessment district, conducting a public hearing thereon, adopting resolutions creating the special assessment district and creating a special assessment roll, conducting a public hearing on said special assessment roll and adopting a final resolution confirming the special assessment roll.

2. Petition in Opposition.

If the City is presented with a petition at or before the first public hearing in the special assessment process signed by the owners of record of more than 20% of the front footage of the units, or sites, abutting all of the streets within Springbrook East, the City shall have no duty to proceed with the special assessment process unless it subsequently receives a petition signed by the owners of record of no less than 50% of the front footage of the units, or sites, abutting all of the streets within Springbrook East. Such petition shall conform to and comply with the requirements of Chapter 14 of the Swartz Creek City Code.

3. Execution of Construction Contract; Termination of Agreement.

Upon confirmation of the special assessment roll, the City will execute the appropriate contracts for the completion of the construction of said streets and will cause said construction to be completed as soon as practicable; provided, however, that the Association may terminate this agreement if, after determining the cost of construction of the streets, it decides it does not want the City to proceed with the project, in which event it shall reimburse the City for all costs incurred by the City up to that point in time in proceeding to establish the special assessment district, including any legal and professional fees incurred by the City therein.

4. Dedication and Acceptance of Streets.

Upon completion of the construction of all of the streets, the Association will dedicate same to the public and the City will accept said dedication, thereby making said streets public streets and part of the City's public street system; provided, however, that if such dedication requires an amendment to the condominium master deed to be effective, the City shall be under no obligation to accept such dedication unless it is provided with evidence that such amendment has been completed. Otherwise, the dedication by the Association shall be accomplished in the manner required by law and shall be in a form approved by the City's legal counsel. The City's acceptance of the dedication by the Association shall be by city council resolution.

5. Financing of Construction.

The proceeds of the special assessment established as provided in paragraph 1, above, will be used by the City to finance the completion of the construction of all of the streets within

Springbrook East and to pay or reimburse the City for all costs incurred by the City in establishing the special assessment district, including, without limitation, any design and construction engineering expenses, legal or professional fees, mailing and publishing expenses.

6. Estimated Construction Cost; Estimated Special Assessment.

Based on bids received, it is estimated that the cost of completing the construction of said streets will be approximately One Hundred Forty Nine Thousand Three Hundred Ninety-Two and 92/100 Dollars (\$149,392.92). Said sum will be raised by a special assessment against every unit, or site, abutting a street within Springbrook East on a per lot or per unit basis.

7. Association responsibility for Delinquent Assessments.

If, after completion of the statutory collection process for unpaid taxes and special assessments, there still remains any unpaid special assessment for any lot or site within the special assessment district, the Association shall be responsible to the City for any such special assessments which are delinquent, unpaid and uncollectable for any unit, or site, within Springbrook East, including any tax reverted lots or sites, and shall, if necessary, exercise the assessment authority it has pursuant to the Condominium Documents to specially assess its members to raise the funds necessary to pay for said delinquent assessments

8. Street Construction Standards.

The streets shall be constructed in accordance with the road construction standards of the City, and the City will be obligated to accept the public dedication of such streets only if it is determined that they in fact meet those standards. The City will impose this requirement upon the contractor in the construction contract for the streets.

9. Protest to Tax Tribunal; Indemnification.

If the owner of any lot, or site, within Springbrook East should protest the necessity for such special assessment or the amount thereof to the Michigan Tax Tribunal, and such protest is upheld by the Michigan Tax Tribunal, then the Association will further indemnify the City for the loss of any such special assessment; and, if necessary, the Association will exercise the assessment authority it has pursuant to the Condominium Documents in order to raise the funds necessary to do so.

The Association shall indemnify and hold the City harmless for the cost of defending any appeal to the Michigan Tax Tribunal of any special assessment for said streets within Springbrook East, and will reimburse the City for any costs and attorneys fees incurred by the City in defending same.

10. Action Brought in Another Forum; Indemnification.

The Association shall also indemnify and hold the City harmless for all attorneys fees and costs incurred in defending any action brought by any member of the Association or any lot or site owner within Springbrook East in any other forum challenging this agreement, the

Association's authority to enter into this agreement (including the damages it suffers as a result of any judicial finding that the Association had no authority to enter into this agreement), the special assessment, or any other action on the part of the City to fulfill the terms of this agreement.

11. Composition of the Utility Systems.

The Utility Systems consist of that sanitary sewer system and water system currently existing in Springbrook East (excluding the leads to individual units) as more particularly described and depicted in Exhibit "B" hereto, including any easements for maintenance, repair and/or replacement of same.

12. Conveyance, Dedication and Acceptance of the Utility Systems.

The Association hereby conveys, grants and dedicates to the City the Utility Systems up to the point of their connection to the water and sewer leads at each unit in Springbrook East as depicted on Exhibit "B"; and the City agrees to accept said grant of dedication and conveyance and to assume ownership and operation of the Utility Systems as described in Exhibit "A;" provided, however, that if such dedication requires an amendment to the condominium master deed to be effective, the City shall be under no obligation to accept such dedication unless it is provided with evidence that such amendment has been completed. Otherwise, the dedication by the Association shall be accomplished in the manner required by law and shall be in a form approved by the City's legal counsel. The City's acceptance of the dedication by the Association shall be by city council resolution.

13. Repair and Maintenance Easement.

The Association shall assign to the City any easements it may have, if any, for the maintenance, repair and/or replacement of the Utility Systems or any component thereof and shall, as may be necessary, grant to the City easements for maintenance, repair and/or replacement of the Utility Systems. The easement shall have a width of ten (10) feet for the water lines and shall extend five (5) feet on either side of the center of said water lines. The easement shall have a width of twenty (20) feet for the sewer lines and shall extend ten (10) feet on either side of the center of said sewer lines.

14. Other Street Right of Way Improvements.

The Association shall dedicate and transfer to the City all other utility improvements it owns within the right of way of all of the streets within Springbrook East, said improvements to include the street light poles and related equipment.

15. Notices.

Whenever it is necessary or required by law or by this agreement that notice be given by one party to this agreement to the other party, unless otherwise specifically authorized in writing, such notice shall be personally delivered or sent by first class mail, postage prepaid, to the following:

To the City:

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

With a copy to:

Richard J. Figura, Esq.
SIMEN, FIGURA & PARKER, P.L.C.
5206 Gateway Centre
Flint, MI 48507

To the Association:

Springbrook East Condominium Association of Swartz Creek
PO Box 42
Swartz Creek, MI 48473

With a copy to:

Jeremy R. M. Piper, Esq.
1426 Mott Foundation
503 S. Saginaw Street
Flint, MI 48502

16. Resident agent and officers of the Association.

The Association shall advise the City annually by January 15 of the names and addresses of its resident agent and its officers.

17. Entire Agreement.

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

18. Amendments.

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

19. Assignment.

Any assignment of this agreement by either party to another person or entity shall not be effective against the other party unless such other party approves such assignment in writing.

20. Applicable Law.

This Agreement shall be governed by, interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Michigan.

21. Severability.

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

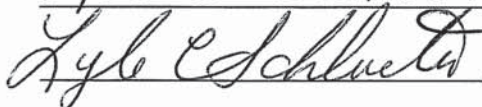
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF SWARTZ CREEK


Richard B. Abrams, Mayor


Juanita Aguilar, City Clerk

**SPRINGBROOK EAST CONDOMINIUM
ASSOCIATION OF SWARTZ CREEK**

LYLE C SCHWETER
, President

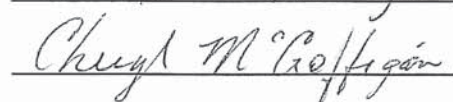
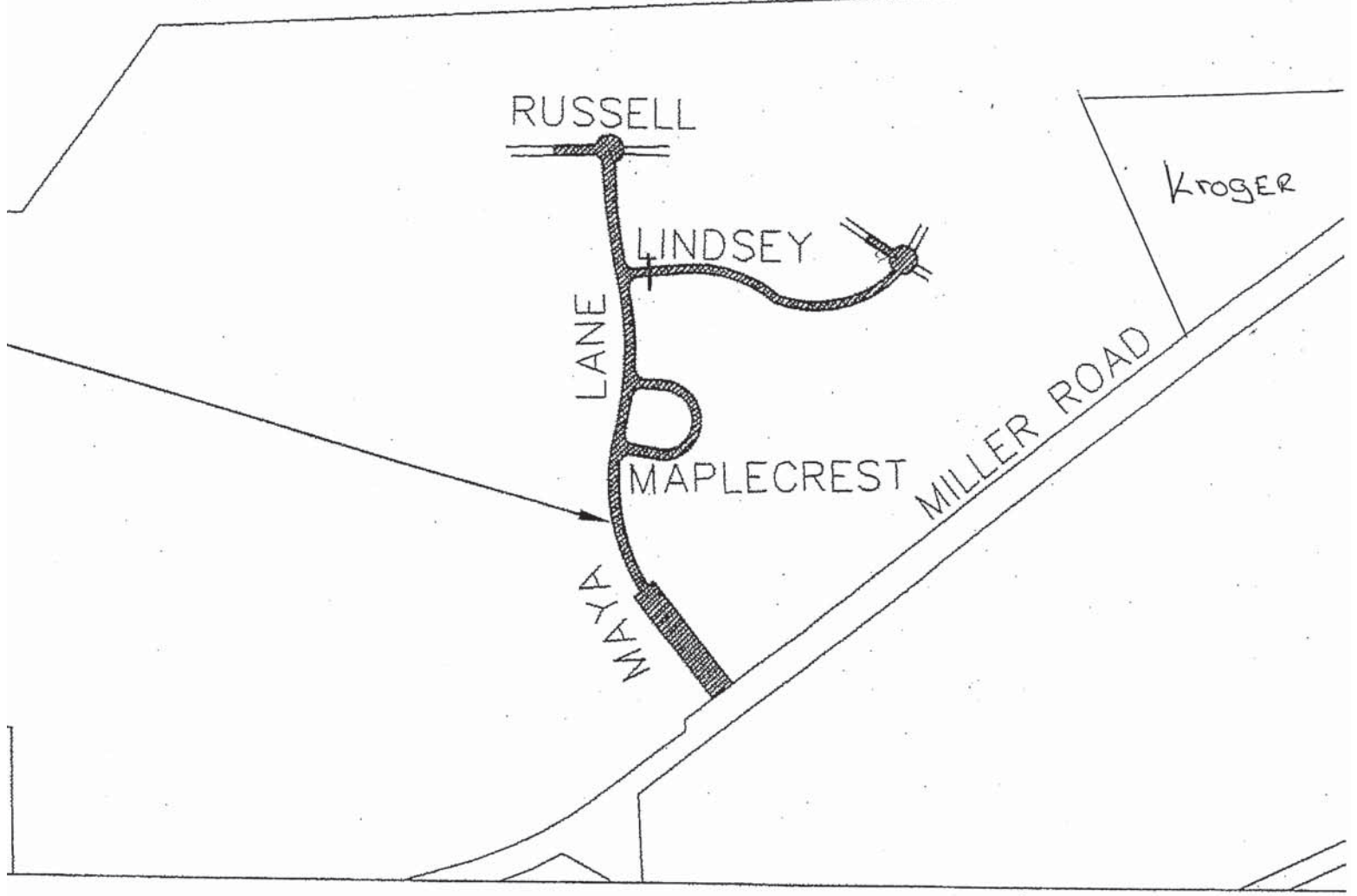
Cheryl M Calligan
, Secretary

EXHIBIT “A”

Springbrook East - AS Bid -

JENNIE L

I - 69

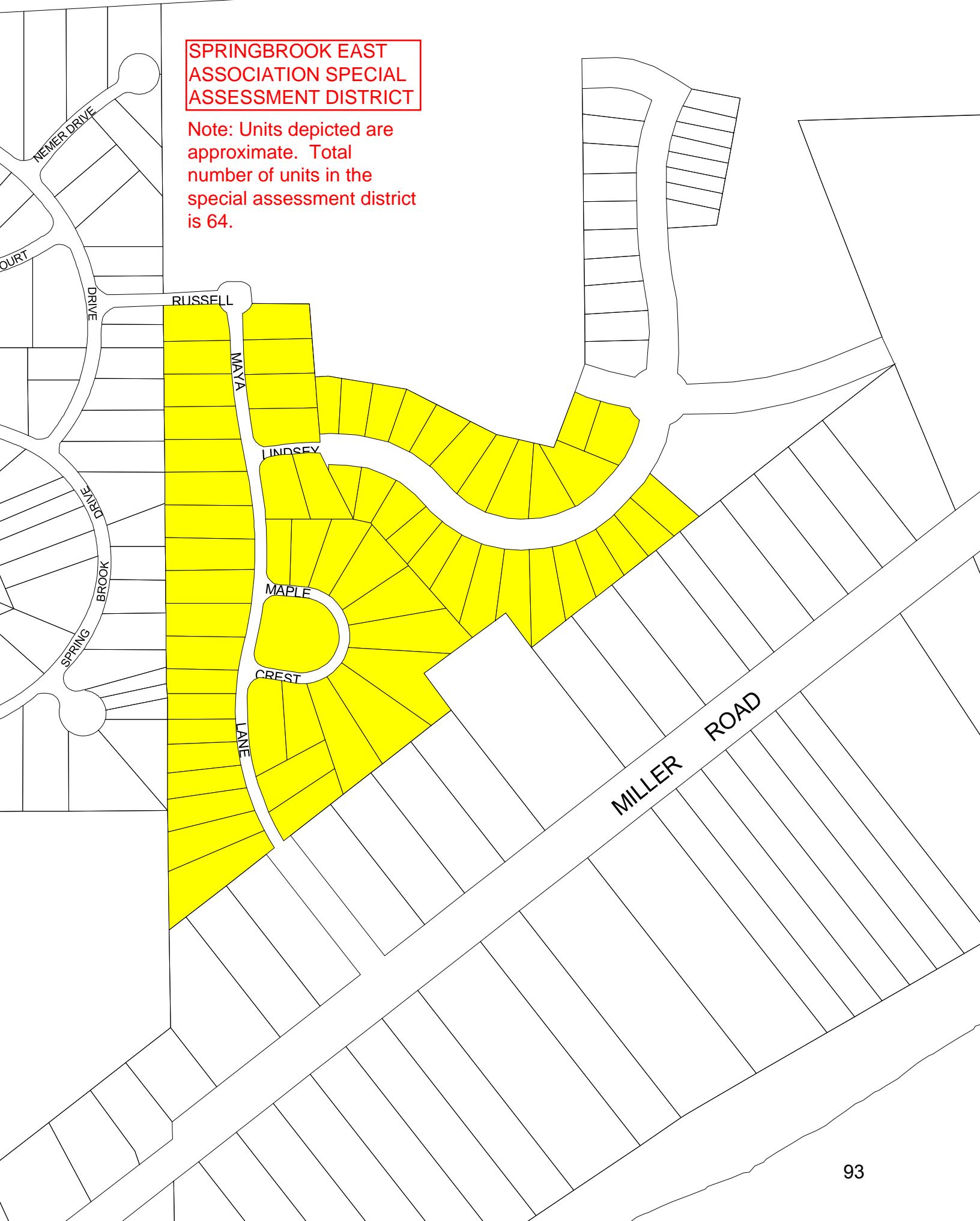


ITY OF SWARTZ CREEK LO

NO SCALE

**SPRINGBROOK EAST
ASSOCIATION SPECIAL
ASSESSMENT DISTRICT**

Note: Units depicted are
approximate. Total
number of units in the
special assessment district
is 64.



Springbrook East Special Assessment District 1

Parcel Number	Owner Name	Number	Property Address	Owner Address	Owner City	State	Zip Code	Vacant/ Improved
58-36-676-001	ABRAMS, DOROTHY C & JOEL C	4384	MAYA LN	4384 MAYA LN	SWARTZ CREEK	MI	48473-1593	I
58-36-676-002	PHILLIPS, BOBBIE	4380	MAYA LN	4380 MAYA LN	SWARTZ CREEK	MI	48473-1593	I
58-36-676-003	KOHLER, JOSEPH D & JOYCE E	4374	MAYA LN	4374 MAYA LN	SWARTZ CREEK	MI	48473-1593	I
58-36-676-004	POWELSON, DONALD K & PHILOMENE JOAN	4370	MAYA LN	4370 MAYA LN	SWARTZ CREEK	MI	48473-1593	I
58-36-676-005	MC MILLIN, GERALD M & RUTH M	4362	MAYA LN	3415 MALACHITE DR	ZEPHYRHILLS	FL	33540	I
58-36-676-006	LEWIS, MARGARET & DONALD	4358	MAYA LN	4358 MAYA LN	SWARTZ CREEK	MI	48473-1593	I
58-36-676-007	CZERWINSKI, SHERRY	4350	MAYA LN	4350 MAYA LN	SWARTZ CREEK	MI	48473-1593	I
58-36-676-008	CAREY, MARY E & ROBERT L	4346	MAYA LN	4346 MAYA LN	SWARTZ CREEK	MI	48473-1593	I
58-36-676-009	MARSH, DANIEL C & MARILYN	4340	MAYA LN	4340 MAYA LN	SWARTZ CREEK	MI	48473-1593	I
58-36-676-010	MONTINI, MARLENE	4336	MAYA LN	4336 MAYA LN	SWARTZ CREEK	MI	48473-1593	I
58-36-676-011	DUNNIGAN, PATRICIA	4330	MAYA LN	4330 MAYA LN	SWARTZ CREEK	MI	48473-1593	I
58-36-676-012	MC GAFFIGAN, MICHAEL D & CHERYL E	4326	MAYA LN	4326 MAYA LN	SWARTZ CREEK	MI	48473-1593	I
58-36-676-013	DINGMAN, LAVERN & BARBARA	4320	MAYA LN	4320 MAYA LN	SWARTZ CREEK	MI	48473	I
58-36-676-014	WOODS, JOYCE & WOODS, KYLE	4316	MAYA LN	4316 MAYA LN	SWARTZ CREEK	MI	48473-1593	I
58-36-676-015	STEVENS, GRACE	4310	MAYA LN	4310 MAYA LN	SWARTZ CREEK	MI	48473-1593	I
58-36-676-016	SALE, DAVID & BARBARA	4306	MAYA LN	4306 MAYA LN	SWARTZ CREEK	MI	48473-1593	I
58-36-676-017	NAIL, RICHARD & SANDRA TRUST	4298	MAYA LN	4298 MAYA LN	SWARTZ CREEK	MI	48473-1594	I
58-36-676-018	MOAK, ROBERT C & SANDRA J	4290	MAYA LN	4290 MAYA LN	SWARTZ CREEK	MI	48473-1594	I
58-36-676-019	WOODSIDE BUILDERS INC	4286	MAYA LN	7550 MILLER RD	SWARTZ CREEK	MI	48473	I
58-36-676-020	CRANSTON, BETTY	4285	MAYA LN	4285 MAYA LN	SWARTZ CREEK	MI	48473-1594	I
58-36-676-021	LILEY, MARK	4289	MAYA LN	4289 MAYA LN	SWARTZ CREEK	MI	48473-1594	I
58-36-676-022	BALLREICH, RICHARD & SHARON	4297	MAYA LN	4297 MAYA LN	SWARTZ CREEK	MI	48473-1594	I
58-36-676-023	GAVRILOFF, DONALD & ROSALIE	4301	MAYA LN	12121 VONN RD, #130	LARGO	FL	33774	I
58-36-676-024	RICKETTS, DALE & SULVIA	7261	LINDSEY DR	7261 LINDSEY DR	SWARTZ CREEK	MI	48473-1596	I
58-36-676-025	SCHLUETER, LYLE & MARILYN	7257	LINDSEY DR	7257 LINDSEY LN	SWARTZ CREEK	MI	48473-1596	I
58-36-676-026	PYLES, JACK D & JENNIE K	7264	MAPLECREST CIR	7264 MAPLECREST CIR	SWARTZ CREEK	MI	48473-1595	I
58-36-676-027	WOODWARD, EVELYN	7260	MAPLECREST CIR	8107 MARIE LANE	ELLENTON	FL	34222	I
58-36-676-028	HIGDON, BOBBY R & GLENNA M	7252	MAPLECREST CIR	7252 MAPLECREST CIR	SWARTZ CREEK	MI	48473-1595	I
58-36-676-029	KIVETT, GAIL E	7242	MAPLECREST CIR	7242 MAPLECREST CIR	SWARTZ CREEK	MI	48473-1595	I
58-36-676-030	VAN WORMER, RICHARD	7238	MAPLECREST CIR	7238 MAPLECREST CIR	SWARTZ CREEK	MI	48473-1595	I
58-36-676-031	MOON, EDWIN L & MARYELLEN	7233	MAPLECREST CIR	7233 MAPLECREST CIR	SWARTZ CREEK	MI	48473-1595	I
58-36-676-032	WILES, CHARLES E & MARLYN L	7237	MAPLECREST CIR	7237 MAPLECREST CIR	SWARTZ CREEK	MI	48473-1595	I
58-36-676-033	TEUNION, ROBERT M & LOIS F	7245	MAPLECREST CIR	7245 MAPLECREST CIR	SWARTZ CREEK	MI	48473-1595	I
58-36-676-034	MOSHER, F DONALD & MARY TRUST	7249	MAPLECREST CIR	7249 MAPLECREST CIR	SWARTZ CREEK	MI	48473-1595	I
58-36-676-035	BROWN, ALLEN N & LINDA K	7259	MAPLECREST CIR	7259 MAPLECREST CIR	SWARTZ CREEK	MI	48473-1595	I

58-36-676-036	MULLEN, JOHN & PATRICIA	7263	MAPLECREST CIR	7263 MAPLECREST CIR	SWARTZ CREEK	MI	48473-1595	I
58-36-676-037	WOODSIDE BUILDERS INC	4375	MAYA LN	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-36-676-038	URECHE, STEVEN B	4379	MAYA LN	4379 MAYA LN	SWARTZ CREEK	MI	48473-1593	I
58-36-676-039	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-36-676-040	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-36-676-041	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-36-676-042	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-36-676-043	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-36-676-044	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-36-676-045	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-36-676-046	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-36-676-047	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-36-676-048	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-36-676-049	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-36-676-050	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-36-676-051	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-36-676-052	BRISCOE, RAYMOND & MCJUESTS	7163	LINDSEY DR	7163 LINDSEY DR	SWARTZ CREEK	MI	48473	I
58-36-676-053	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-36-676-054	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-36-676-055	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-36-676-056	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-36-676-057	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-36-676-058	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-36-676-059	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-36-676-060	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-36-676-061	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-36-676-062	BREWER, VERTIE	7186	LINDSEY DR	7186 LINDSEY DRIVE	SWARTZ CREEK	MI	48473-1902	I
58-36-676-063	MORRIS, JASON & CARRIE	7165	RUSSELL DR	7165 RUSSELL DR	SWARTZ CREEK	MI	48473	I
58-36-676-064	WOODSIDE BUILDERS INC.	0	RUSSELL DR	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
	First Place Bank Attn: Paul Dieter			3900 Market St	Youngstown	OH	44512	
Total Parcels:	64							

Cost Model: Springbrook East SAD (64 Units)

Revised June 8, 2011

Date	Check #	Springbrook East Expense
7/22/2010	33782	\$0.00
8/12/2010	33879	\$0.00
9/23/2010	34012	\$175.00
10/14/2010	34092	\$175.00
11/18/2010	34214	\$700.00
12/16/2010	34308	\$0.00
12/16/2010	34308	\$187.50
1/13/2011	34411	\$0.00
2/10/2011	34498	\$0.00
3/7/2011	34638	\$1,087.50
4/21/2011	34765	\$225.00
5/12/2011	34842	\$750.00
		Sub Total:
Additional Est. Legal Fees		\$3,300.00
		\$750.00
		Sub Total:
		\$4,050.00
Postage (At least two letters)		\$60.00
Public Notices (Estimate)		\$125
Springbrook East Construction		\$111,081.20
Design Engineering		\$9,838.00
Constr Engineering		\$11,120.00
		\$136,214.20
Contingency 7% of total project		\$9,534.99
Total before Interest		\$145,749.19
Interest: 0.5% per year / five years		\$3,643.73
Grand Total		\$149,392.92
Divided by 5 years		\$29,878.58
Divided by number of Units: 64		\$466.85
Total per Unit		\$2,334.26

EXHIBIT “B”



PHASE 1A
 SPRING BROOK EAST

INTERJURISDICTIONAL AGREEMENT
(SEWER USE)

**ENTERED INTO BETWEEN THE COUNTY AGENCY AND THE CITY
OF SWARTZ CREEK.**

THIS AGREEMENT is made and entered into as of the last date of execution hereof (the “effective date”) by and between the COUNTY OF GENESEE acting through its COUNTY AGENCY, a Michigan municipal agency established by the Genesee County Board of Commissioners pursuant to Act 342, Public Acts of Michigan of 1939 (“Act 342”), as amended, (the “County Agency”); and the CITY OF SWARTZ CREEK, Genesee County, Michigan, a Michigan General Law City (“the City”).

WITNESSETH:

WHEREAS,

The City has previously entered into contracts with the County Agency, including the “Amendment and Restatement of Contracts and Usage and Operating Agreement,” dated May 1, 2001, as amended, (the “Base Agreement”), related to the acquisition, financing, operation of, and the collection, conveyance, and treatment of wastewater by the Genesee County sewer system (referred to herein as the Genesee County Publicly Owned Treatment Works or “POTW”).

The Genesee County POTW currently provides wastewater treatment service for discharges of wastewater originating from within the City pursuant to the Base Agreement.

The discharges from the City to the Genesee County POTW are discharged into the Genesee County Sewage Disposal System and are treated at the Anthony Ragnone Treatment Plant. After treatment, the treated effluent is then discharged pursuant to the National Pollution Discharge Elimination System Permit (“NPDES Permit”) held by the POTW.

The POTW is the designated “Control Authority” for the Genesee County sewer system as provided by its NPDES permit and by applicable state and federal laws, including: the Federal Water Pollution Control Act (also known as the “Clean Water Act”), as amended, 33 USC 1251, et seq.; the General Pretreatment Regulations (40 CFR part 403); Part 31 of Act 451 of the Public Acts of Michigan of 1994, MCLA §§ 324.3101 et seq., as amended (“Water Resources Protection”); and the Michigan industrial pretreatment rules, Michigan Administrative Code, R 323.2301 et seq., as amended.

Under applicable state and federal laws and regulations, the Genesee County POTW, in its capacity as the Control Authority and holder of the NPDES Permit, is required to adopt a sewer use ordinance; implement and enforce an industrial pretreatment program (“IPP”); and have the same legal authority for all users, existing and future, throughout all areas served by the POTW, regardless of jurisdictional or political boundaries.

At a minimum, applicable state and federal laws require the Genesee County POTW to have the legal authority and procedures, through its sewer use ordinance, IPP, and interjurisdictional agreements, that will enable it to independently assess and assure compliance by all users with applicable laws and regulations.

The County Agency has established and organized the Genesee County Water and Waste Services Division (“GCWWSD”) to administer, implement and enforce the provisions of Act 342, other applicable state and federal laws and regulations, and Genesee County’s sewer use ordinance.

On November 21, 2006, to comply with applicable State and Federal laws and regulations, the Genesee County Board of Commissioners repealed its existing sewer use ordinance and adopted a new sewer use ordinance (“The Genesee County Sewer Use Ordinance,” Genesee County Ordinance No. 0605).

Act 342 and other state and federal laws require the County Agency and the City to enter into an agreement before the City may discharge into the Genesee County POTW. Also, the Genesee County Sewer Use Ordinance requires that, as a condition to discharge to the POTW, the City must adopt an ordinance that, except as specifically provided by the Genesee County Sewer Use Ordinance, must be identical to the County’s Ordinance. The sewer use ordinance adopted by the City must expressly designate, empower and authorize the POTW to act as the agent and representative of the City for purposes of administering and enforcing the City’s sewer use ordinance within the City.

The County Agency and the City are entering this Agreement to comply with the requirements of Act 342, the County’s Sewer Use Ordinance, and the POTW’s NPDES Permit, and to ensure that the County Agency has the proper legal authority to administer, implement and enforce the County’s Sewer Use Ordinance and its IPP within the City as required by applicable laws and regulations.

NOW, THEREFORE, the Parties agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following terms are defined to mean as follows:

“Act 342” means the “County Public Improvement Act of 1939”, as amended, being MCLA 46.171 et seq., which act authorizes, in pertinent part, the establishment by the County of a system or systems of sewer, or sewage disposal improvements and services and disposal facilities and services within or between cities, villages, townships, charter townships, or any

duly authorized and established combinations thereof, within or without the county, and mains, trunks, connecting lines, and disposal facilities therefore.

“Clean Water Act” means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC. 1251, et seq.

“County” means Genesee County, Michigan.

“County Agency” means the public body or official as designated by the Genesee County Board of Commissioners pursuant to the provisions of Public Act 342 of the 1939 Public Acts of Michigan, being MCL 46.171 et seq., as amended (the “County Public Improvement Act”). The County Agency has established and organized the Genesee County Water and Waste Services Division (“GCWWSD”) to administer, implement and enforce the provisions of Act 342 and Genesee County’s Sewer Use Ordinance. Accordingly, for purposes of this Agreement, “GCWWSD” may also be used to refer to the “County Agency.”

“Discharge” means the introduction of waste, wastewater, effluent or pollutants into the POTW, whether intentional or unintentional, and whether directly (such as through an approved sewer connection or other approved discharge point as authorized by the Genesee County Sewer Use Ordinance) or indirectly (including, but not limited to, sources such as inflow and infiltration).

“GCWWSD” means the Genesee County Water and Waste Services Division (see “County Agency”).

“NPDES Permit” means a permit issued pursuant to Section 402 of the Clean Water Act.

“POTW” (Publicly Owned Treatment Works). The complete sewage disposal, transportation and treatment system of Genesee County, Michigan, as defined by the Act, the County Public Improvement Act, and Genesee County’s Sewer Use Ordinance, including any devices, processes and systems used in the storage, treatment, recycling or reclamation of wastewater, sewage or sludge, as well as sewers (including all main, lateral and intercepting sewers), pipes and other conveyances used to collect or convey wastewater or sewage to the treatment works, as now or hereafter added to, extended or improved. The term “POTW” shall also include any sewers that convey wastewaters to the POTW from persons who are, by contract or agreement with the County Agency, Users of the POTW. References in this Agreement to approvals, determinations, reviews, etc., “by the POTW” shall mean by the County Agency, the POTW Manager, or their authorized representatives. The term “POTW” may also be used to refer to the GCWWSD (acting through the County Agency) as the entity that has jurisdiction over the discharges to, and discharges from, the POTW (the “control authority”), as appropriate to the context in which the term is used.

“POTW Manager” or **“Manager”** means the person designated by the County Agency as being responsible to administer the POTW’s Industrial Pretreatment Program, and who is charged with certain duties and responsibilities as provided by Genesee County’s Sewer Use Ordinance. References to “POTW Manager” or “Manager” shall include the Manager’s authorized representatives.

“Premises” means a lot, tract, or parcel of land, or a building or structure, having any connection, directly or indirectly, to the POTW, or from which there is a discharge to the POTW.

“Pretreatment” means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater before or instead of discharging or otherwise introducing such pollutants into the POTW. The reduction or alteration may be obtained by physical, chemical, or biological processes; process changes; or other means, except for the use of dilution (unless expressly authorized by any applicable pretreatment standard or requirement and the POTW Manager). Appropriate pretreatment technology includes control equipment, such as equalization tanks or facilities, for protection against surges or slug loadings, subject to applicable requirements of local, state and federal laws and regulations.

“Pretreatment Requirement” means any substantive or procedural requirement related to pretreatment, other than a national pretreatment standard, imposed on a Nondomestic User.

“Pretreatment Standard” means any regulation containing pollutant discharge limits promulgated in accordance with Section 307(b) and (c) of the Act or Part 31 of Act 451 of the Public Acts of Michigan of 1994, MCL §§ 324.3101 et seq., including general and specific prohibitive discharge limits and local limits established in Genesee County’s Sewer Use Ordinance pursuant to MAC R 323.2303, and categorical standards.

“Surcharge” means the additional charges made by the POTW for the treatment of wastewater containing pollutants in excess of specified concentrations, loadings or other applicable limits, or for other purposes specified by Genesee County’s Sewer Use Ordinance.

“User” means any person who contributes, causes or permits the contribution, introduction or discharge of wastewater into the POTW, whether intentional or unintentional, and whether directly or indirectly.

“User Permit “ means an Industrial User Permit or a General User Permit as provided by Genesee County’s Sewer Use Ordinance.

“Wastewater” means the liquid and water-carried industrial or domestic waste from dwellings,

commercial buildings, industrial facilities, and institutions (including, without limitation, contaminated groundwater and landfill leachate), whether treated or untreated, that is contributed, introduced or discharged into the POTW. The term includes any water that has in any way been used and degraded or physically or chemically altered.

2. ADOPTION BY THE CITY OF GENESEE COUNTY’S SEWER USE ORDINANCE

A. As a condition to discharging wastewater from the City into the Genesee County POTW, the City shall adopt a new City Sewer Use Ordinance as provided by this Paragraph 2.

B. The new City Sewer Use Ordinance adopted by the City shall be identical to Genesee County’s Sewer Use Ordinance as amended from time to time. The only deviations and differences allowed between the City’s Sewer Use Ordinance and Genesee County’s Sewer Use Ordinance shall be those as necessary to reflect the fact that the City’s Sewer Use Ordinance is an ordinance of the City; or such other deviations or differences that are approved in advance by the County Agency.

C. The City shall keep the City’s Sewer Use Ordinance continually up-to-date through amendments by the City; such amendments shall be identical to any amendments as adopted from time to time by the County Agency to Genesee County’s Sewer Use Ordinance (except for any deviations or differences that are approved in advance by the County Agency). The County Agency shall notify the City in writing of any amendments made by the County to Genesee County’s Sewer Use Ordinance. Upon receipt of the notice, the City shall proceed to adopt the amendments to the City’s Sewer Use Ordinance as soon as possible, but in no case shall the ordinance amendments become fully effective as City law later than 90 days after the date of receipt by the City of the notice from the County Agency. The City shall notify the POTW upon final enactment of all required amendments to the Sewer Use Ordinance and shall send a copy of the ordinance as amended to the County Agency.

D. The City’s Ordinance shall apply to all areas within the City from which there are discharges of wastewater from the City to the POTW.

E. The City shall take such steps as required by the POTW to ensure that all requirements of Genesee County’s and the City’s Sewer Use Ordinances are met (including, but not limited to, the issuance of user discharge permits) before allowing any connection to be made to the public sewer.

3. DESIGNATION OF POTW AS CITY’S AGENT AND REPRESENTATIVE

A. As a condition to discharging wastewater from the City into the Genesee County POTW, the City hereby designates, authorizes, and empowers the Genesee County POTW as provided by this Paragraph 3.

B. The City designates, authorizes, and empowers the Genesee County POTW to act as the principal agent and representative of the City for purposes of administering and enforcing both Genesee County’s Sewer Use Ordinance and the City’s Sewer Use Ordinance within the City. This includes at a minimum the power and authority of the POTW to do all of the following, as determined necessary by the POTW, consistent with the City’s Sewer Use Ordinance, Genesee County’s Sewer Use Ordinance, and other applicable laws and regulations:

(1) Identify and locate all possible City Users that might be subject to pretreatment requirements under the City’s Sewer Use Ordinance, Genesee County’s Sewer Use Ordinance, or other applicable laws and regulations; identify the character and volume of the discharges from those City Users; and notify them of applicable requirements.

(2) Deny or condition discharges from the City, City Users, and City Premises that do not meet the standards and requirements of the City’s Sewer Use Ordinance, Genesee County’s Sewer Use Ordinance, applicable pretreatment standards and requirements, or that would cause the POTW to violate its NPDES permit.

(3) Require all City Users and Premises to comply with all applicable standards and requirements under the City’s Sewer Use Ordinance, Genesee County’s Sewer Use Ordinance, or other applicable laws and regulations.

(4) Take random samples, conduct inspections and surveillance activities and monitoring of City Users and Premises, and take such other actions to independently assess and ensure compliance with the City’s Sewer Use Ordinance, Genesee County’s Sewer Use Ordinance, or other applicable laws and regulations.

(5) Enter the premises of any City Users or Premises from which there is a discharge source.

(6) Immediately and effectively halt or prevent any discharge that might present an imminent endangerment to public health or welfare; and also to halt or prevent any discharge that might endanger the environment, interfere with the operation of the Genesee County POTW or cause the POTW to violate its NPDES Permit.

(7) Control discharges to the POTW from City Users and Premises through User Permits issued by the POTW.

(8) Take enforcement action against any City User or Premises under the City's Sewer Use Ordinance, Genesee County's Sewer Use Ordinance, or other applicable laws and regulations, including the power and authority of the POTW to immediately and independently investigate, enforce, and prosecute (administratively or judicially, and civilly or criminally) any violation of the City's Sewer Use Ordinance, Genesee County's Sewer Use Ordinance, or of any notice, order, permit, decision or determination promulgated, issued or made thereunder by the POTW, and to otherwise implement the requirements of the City's Sewer Use Ordinance, Genesee County's Sewer Use Ordinance, and other applicable laws and regulations.

In all cases, the POTW shall have primary responsibility for matters regarding discharges of wastewater to the POTW by the City, City Users, and City Premises regulated under the City's Sewer Use Ordinance, Genesee County's Sewer Use Ordinance, or other applicable laws and regulations; and the POTW shall have the ability to act independently of the City regarding such matters and without the City's approval.

C. The City shall designate, authorize and empower the POTW Manager and the POTW Manager's designated representatives as being among the local officials authorized to issue municipal civil infraction notices and citations to City Users or Premises for violations of the City's Sewer Use Ordinance and/or Genesee County's Sewer Use Ordinance.

D. The City agrees that it will take any other action required by law if and as necessary to effect the provisions of this paragraph.

4. ACCEPTANCE, TREATMENT AND DISPOSAL OF WASTEWATER DISCHARGES

A. The Genesee County POTW will accept, provide treatment, and dispose of wastewater discharges from the City to the POTW as provided by the Base Agreement, as previously or subsequently amended, provided, however, that the POTW's obligation to accept, provide treatment, and dispose of such discharges shall be consistent with the terms, conditions, and requirements of this Agreement, notwithstanding any provision of the Base Agreement to the contrary. If there is a conflict between this Agreement and the Base Agreement, as previously or subsequently amended, regarding the application and binding regulatory effect of the County's sewer use ordinance and wastewater regulations on all discharges of wastewater from the City to the POTW, the provisions of this Agreement shall govern and supersede such conflicting provisions of the Base Agreement without requiring further action of the parties.

B. All discharges from the City or from any User or Premises located within the City shall be subject to and fully comply with the requirements of the Genesee County Sewer Use Ordinance, the terms, conditions, and requirements of any applicable User Permits issued by the POTW, and applicable state and federal laws and regulations, as amended, modified or revised. Treatment by the Genesee County POTW of the wastewater discharges shall comply with applicable state and federal standards and the POTW's NPDES permit. All exceedences of applicable discharge prohibitions and limitations and all instances of noncompliance with applicable discharge requirements shall constitute a violation of the Genesee County Sewer Use Ordinance, subject to applicable fines, penalties and other enforcement actions and remedies provided by the Ordinance. In no case shall the imposition of a surcharge for a discharge which does not meet the applicable prohibitions, limitations, or requirements be construed as authorizing the illegal discharge or otherwise excuse a violation of the Genesee County Sewer Use Ordinance.

C. Similarly, all discharges from the City or from any User or Premises located within the City shall also be subject to and fully comply with the requirements of the City's Sewer Use Ordinance, the terms, conditions, and requirements of any applicable User Permits issued by the POTW, and applicable state and federal laws and regulations, as amended, modified or revised. All exceedences of applicable discharge prohibitions and limitations and all instances of noncompliance with applicable discharge requirements shall constitute a violation of the City's Sewer Use Ordinance, subject to applicable fines, penalties and other enforcement actions and remedies provided by the Ordinance. In no case shall the imposition of a surcharge for a discharge which does not meet the applicable prohibitions, limitations, or requirements be construed as authorizing the illegal discharge or otherwise excuse a violation of the City's Sewer Use Ordinance.

D. The failure or refusal by the City to fully and timely comply with any of the terms, conditions, or requirements of this Agreement (including, but not limited to, the City's failure or refusal to adopt or to timely and continually adopt required amendments to the City's Sewer Use Ordinance) shall not prevent the full application of Genesee County's Sewer Use Ordinance and IPP regulations to any discharge from the City or from any City User or Premises to the POTW or to limit in any way the Genesee County POTW's power, authority and discretion to administer and enforce the Genesee County Sewer Use Ordinance and IPP regulations with respect to such discharges; nor shall such failure or refusal be construed as authorizing the illegal discharge or otherwise excuse a violation of the Genesee County Sewer Use Ordinance. Further, the failure or refusal by the City to fully and timely comply with any of the terms, conditions, or requirements of this Agreement, Genesee County's Sewer Use Ordinance, or the City's Sewer Use Ordinance, as determined by the County Agency, constitutes sufficient cause for the Genesee County POTW to refuse or terminate service to the City and to any User or Premises in the City.

E. Nothing in this Agreement or in the Base Agreement, as previously or subsequently amended, or any other agreement between the County Agency and the City (or between the County Agency or the City and any local governmental unit) shall operate or be construed to nullify, conflict with, or prevent the full application of any provision of Genesee County’s Sewer Use Ordinance and IPP regulations to any discharge from the City or from any City User or Premises to the POTW or to limit in any way the Genesee County POTW’s power, authority and discretion to administer and enforce the Genesee County Sewer Use Ordinance and IPP regulations with respect to such discharges.

F. Further, nothing in this Agreement or in the Base Agreement, as previously or subsequently amended, or any other agreement between the County Agency and the City (or between the County Agency or the City and any local governmental unit) shall operate or be construed to nullify, conflict with, or prevent the full application of any provision of the City’s Sewer Use Ordinance to any discharge from the City or from any City User or Premises to the POTW or to limit in any way the Genesee County POTW’s power, authority and discretion to act as the agent and representative of the City for purposes of administering and enforcing the City’s Sewer Use Ordinance within the City with respect to such discharges.

5. RELATIONSHIP OF PARTIES

Nothing under this Agreement and no action taken pursuant hereto shall cause the County and the City to be treated as a partnership, joint venture, association, authority, or other common entity.

6. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives and successors.

7. SAVING CLAUSE

If any part of this Agreement is held by a Court of competent jurisdiction to be illegal or unenforceable or rendered invalid or unenforceable by state or federal law, such event shall not be deemed to affect the validity of any other portion hereof.

8. EFFECTIVE DATE

This Agreement shall become effective on the date that it has been signed by authorized representatives of both the County Agency and the City as set forth below.

9. ENTIRE AGREEMENT

This Agreement constitutes the final, entire and exclusive agreement of the parties with respect to the subject matter addressed, and supersedes all prior communications, understandings and agreements relating to the subject matter, whether oral or written. Nothing in this Agreement shall limit the ability of the Parties to negotiate amendments to this Agreement, provided that except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided. Nothing in this Agreement is intended to nor should it be construed to create any rights in any persons or entities that are not a party to this Agreement.

10. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Michigan.

~~**11. CONSTRUCTION**~~

~~— This Agreement has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the parties. This Agreement therefore shall not be construed against any party to this Agreement.~~

~~**1211. NOTICE**~~

Any notice required or permitted under this Agreement or under state or federal law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested or by overnight mail, addressed as follows:

If to City:

Swartz Creek City Clerk
City of Swartz Creek



If to County Agency:

Drain Commissioner
Genesee County Drain Commissioner's Office
G-4610 Beecher Road
Flint, Michigan 48532-2617

IN WITNESS WHEREOF, this Agreement is signed and delivered by authority of the County Agency and the City given on the dates set forth below.

COUNTY AGENCY,

a Michigan municipal agency established by the
Genesee County Board of Commissioners pursuant
to Act 342, acting on behalf of the COUNTY OF
GENESEE

In the presence of:

By _____
Jeff Wright, Drain Commissioner,
As County Agency

STATE OF MICHIGAN)
) ss.
COUNTY OF GENESEE)

The foregoing instrument was acknowledged before me this _____ day of
| _____, ~~2007~~2011, by Jeff Wright, the Genesee County Drain Commissioner, for and
on behalf of the Control Agency.

Notary Public, Genesee County, MI
My commission expires:

THE CITY OF SWARTZ CREEK,

a Michigan Municipal Corporation,

In the presence of:

By _____

Mayor

City Clerk



June 29, 2011

To: Genesee County Local Government Leaders

From: Flint Area Reinvestment Office
Mike Brown, President
John Cherry, Chair of the Community Leadership group

Re: Invite to re-envision the way we deliver services to our citizens

Local units of government in Michigan are confronted with unprecedented challenges to maintain vital public services in the midst of the most pressing economic and social challenges since the Great Depression. Several local units have been engaging in shared service agreements for many years. Others are now exploring new options for cooperation and collaboration.

Revenue sources we have traditionally relied upon, such as state revenue sharing, local property taxes and local income taxes for cities, continue to erode. Additionally, local government leaders are faced with increasing employee health and legacy costs, high structural unemployment, aging infrastructure and, a tax system geared for the old manufacturing economy and not the knowledge-based service economy that is evolving.

The Snyder Administration is also encouraging more cooperation and, in specific ways, urging Local Government Reforms. Specifically, the Governor has asked local communities to develop plans to consolidate services that will result in taxpayer savings (deadline January 1, 2012). At the same time, regions around the state have begun processes to explore expanded shared services and even governmental restructuring. In our area, Davison and Davison Township asked the Flint Area Reinvestment Office to facilitate a re-envisioning process for the delivery of local services and governmental restructuring in the spring of 2010. The Prima Civitas Foundation is currently guiding discussions on the creation of a Genesee, Lapeer, and Shiawassee economic development region as well as guiding a five-county plan for a Next Michigan proposal along the I-69 corridor. The Flint Area Reinvestment office also facilitated the development of the Flint-Genesee Region Economic Development Playbook that was submitted to the Governor's team in December.

Recently, several leaders in local government have approached the Flint Area Reinvestment Office about facilitating a process in Genesee County to re-envision our local government service delivery system. We are prepared to accept such a challenge if we have a consensus from local government leadership to develop a process.

Genesee County Local Government Leaders

June 29, 2011

Re: Invite to re-envision the way we deliver services to our citizens

Page 2

FARO and the Prima Civitas Foundation are willing to commit resources to guide this effort. There is also an opportunity to apply for matching dollars at the Michigan Municipal League (MML) that would support the process. This matching program was initiated under the Granholm administration. John Cherry and Mike Brown discussed the process with the Township Association and Small Cities group at their monthly meeting. Attached is a resolution that we are requesting from your unit of government to demonstrate your willingness to participate in this process.

This process, which we are calling "Future Genesee", will be a voluntary effort with local communities in Genesee County. We are seeking a "coalition of the willing" to endorse and participate. We recognize the enormous challenge of re-envisioning the way we deliver services to our citizens and how we are currently structured to deliver those services. However, we want Genesee County to be a leader in the state of Michigan with regard to exploring new ways of delivering effective and efficient public services.

We are pleased that former Lt. Governor John Cherry has agreed to chair the group of community leaders who will participate in Future Genesee. If your local unit agrees to pass a resolution, we also ask that you submit the name of a community leader from your area. In addition, we will be asking elected and appointed officials to act as resource people to inform the process and assist the group in identifying the potential areas of cooperation and collaboration.

Please e-mail your resolution to: jcaya@reinvestflint.org by June 30, 2011.

(County, City, Township, Village) Of _____, Michigan,

Resolution No. _____

A resolution supporting the process in Genesee County to discuss Shared Services agreements and government service delivery structure to be lead by the Flint Area Reinvestment Office.

The (County, City, Township, or Village) does resolve:

Section 1. The Chair, Supervisor, Mayor or City Council President is hereby authorized to engage in the process of evaluating the possible joint service options or potential governmental restructuring options for participating governmental entities.

Section 2. Our unit of government pledges to participate in this process on a voluntary basis, recognizing there is no legal commitment to restructure or contractually engage in a shared service agreement.

Passed by the (Board/Council/Commission) this ___ day of _____ 2011, and signed in authentication of this passage this _____ day of _____ 2011.

(Seal)

(Mayor, Chair)

Attest:

Clerk – Secretary



DEE CRAMER
HEATING COOLING

SERVICE RECOMMENDATIONS

June 28, 2011

City of Swartz Creek
Attn: Tom Svrcek
8083 Civic Dr
Swartz Creek MI 48473

Dear Tom,

During our last visit to your business our technician noted the following items that are recommended in order to repair the line sets that were vandalized on (7) units: (3) at Library, (2) at Senior Center and (2) at City Hall.

- Repair the line-sets and replace filter driers due to vandalism: \$ 2,998.00
- Labor for proper repair: \$ 1,176.00
- Quote includes taxes, start up and miscellaneous materials required for proper repair

The price for this repair will be: **\$ 4,174.00**

Accept X

We at Dee Cramer appreciate your business, and stand ready to quickly and efficiently take care of the above recommendation upon your approval.

Respectfully Submitted,

Andrea Passmore

Andrea Passmore 810-579-4726 or andreap@deecramer.com

Fax #810-579-2666

Dee Cramer

[Signature]

Approved By

6-28-11

Date

Tom Svrcek

Print Name

P.O. Number

No additional or extra work will be done unless agreed in writing. Payment Terms: Payment for the work is due Net 30 days after invoice unless otherwise agreed. Customer agrees to pay all costs of collection, including attorney fees. A finance charge of 1 1/2% per month will be charged on the balance after 30 days from the invoice date. The annual percentage rate is 18%. All material is guaranteed to be as specified. All work to be completed in substantial workmanlike manner according to specifications submitted, per standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workmen's Compensation Insurance. Quote is valid for 45 days.

The following opinion is presented on-line for informational use only and does not replace the official version.

STATE OF MICHIGAN

BILL SCHUETTE, ATTORNEY GENERAL

MICHIGAN MEDICAL
MARIHUANA ACT:

Medical Marihuana Act prohibits the collective
growing or sharing of marihuana plants.

COOPERATIVES:

The Michigan Medical Marihuana Act, Initiated Law 1 of 2008, MCL 333.26421 *et seq*, prohibits the joint cooperative cultivation or sharing of marihuana plants because each patient's plants must be grown and maintained in a separate enclosed, locked facility that is only accessible to the registered patient or the patient's registered primary caregiver.

Opinion No. 7259

June 28, 2011

Honorable Rick Jones
State Senator
The Capitol
Lansing, Michigan 48909

Honorable Jim Marleau
State Senator
The Capitol
Lansing, Michigan 48909

Honorable John Walsh
State Representative
The Capitol
Lansing, Michigan 48909

Honorable Gail Haines
State Representative
The Capitol
Lansing, Michigan 48909

You have asked whether the Michigan Medical Marihuana Act (MMMA or Act), Initiated Law 1 of 2008, MCL 333.26421 *et seq*, authorizes patients and primary caregivers to form cooperatives to jointly cultivate, store, and share medical marihuana, or whether the marihuana must be separately cultivated for and provided to a specific patient.¹

The MMMA was adopted by a majority of Michigan voters on November 4, 2008, and became effective December 4, 2008. Under the MMMA, "[t]he medical use of marihuana is allowed under state law to the extent that it is carried out in accordance with the provisions of this act." MCL 333.26427(a), 333.26424(d)(1) and (2). It is important to note that in enacting the MMMA, the people did not repeal any statutory prohibitions regarding marihuana. The possession, use, sale, delivery, or manufacture of marihuana remain crimes in Michigan.² Instead, the Act protects specific categories of persons from arrest, prosecution, or other penalty under those laws if they comply with the requirements of the Act:

The MMMA does not codify a *right* to use marijuana; instead, it merely provides a procedure through which seriously ill individuals using marijuana for its palliative effects can be identified and protected from prosecution under state law. Although these individuals are still violating the Public Health Code by using marijuana, the MMMA sets forth particular circumstances under which they will not be arrested or otherwise prosecuted for their lawbreaking....

Accordingly, the MMMA functions as an affirmative defense to prosecutions under the Public

Health Code, allowing an individual to use marijuana by freeing him or her from the threat of arrest and prosecution if that user meets *all* the requirements of the MMMA, while permitting prosecution under the Public Health Code if the individual fails to meet any of the requirements set forth by the MMMA. [*People v Redden*, ___ Mich App ___; ___ NW2d ___; 2010 Mich App Lexis 1671 (September 14, 2010) (O'Connell, J., concurring) (citations omitted) (footnotes omitted).]

The MMMA protects four categories of individuals: (1) qualifying patients, MCL 333.26424(a); (2) registered primary caregivers, MCL 333.26424(b); (3) physicians, MCL 333.26424(f); and (4) other specified persons, MCL 333.26424(g) and (i).

Of these categories, qualifying patients and primary caregivers are expressly afforded the broadest protections because they may engage in the "medical use" of marihuana. MCL 333.26424(a) provides, in part: "A qualifying patient . . . shall not be subject to arrest, prosecution, or penalty in any manner . . . for the *medical use* of marihuana in accordance with this act" (Emphasis added). MCL 333.26424(b) states, in pertinent part: "A primary caregiver . . . shall not be subject to arrest, prosecution, or penalty in any manner . . . for *assisting* a qualifying patient to whom he or she is connected through the department's registration process with the *medical use* of marihuana in accordance with this act" (Emphasis added). The term "medical use" is broadly defined and includes the "acquisition, possession, cultivation, manufacture, use, internal possession, delivery, transfer, or transportation of marihuana or paraphernalia relating to the administration of marihuana to treat or alleviate a registered qualifying patient's debilitating medical condition." MCL 333.26423(e). In order to qualify for these legal protections, patients and caregivers must apply for and receive a registry identification card. MCL 333.26424(a) and (b).

Under the Act, a "qualifying patient" is defined as a "person who has been diagnosed by a physician as having a debilitating medical condition." MCL 333.26423(h).³ A "primary caregiver" is a "person who is at least 21 years old and who has agreed to assist with a patient's medical use of marihuana and who has never been convicted of a felony involving illegal drugs." MCL 333.26423(g). A qualifying patient who has been issued a registry identification card may possess up to 2.5 ounces of usable marihuana, and cultivate up to 12 marihuana plants, unless the patient has specified that his or her primary caregiver will cultivate marihuana for the patient. MCL 333.26424(a). A primary caregiver who has been issued a registration card may assist up to 5 patients to whom he or she is connected through the registration process, may possess up to 2.5 ounces of usable marihuana⁴ per patient, and may also cultivate 12 marihuana plants per patient if the patients have so specified. MCL 333.26424(b), 333.26426(d). A patient may have only one primary caregiver. MCL 333.26426(d). Patients who are cultivating their own marihuana, or primary caregivers who are cultivating marihuana for their patients, must keep the plants in "an enclosed, locked facility." MCL 333.26424(a) and (b)(2).

You ask whether the MMMA authorizes patients and primary caregivers to form cooperatives to jointly cultivate, store, and share medical marihuana, or whether the marihuana must be separately cultivated for and provided to a specific patient.

Because the Act was a citizen initiative under Const 1963, art 2, § 9, it must be interpreted in light of the rules governing the construction of initiatives. *Redden*, ___ Mich App at ___. Initiatives should be construed to "effectuate their purposes" and to "facilitate rather than hamper the exercise of reserved rights by the people." *Welch Foods v Attorney General*, 213 Mich App 459, 461; 540 NW2d 693 (1995). See also OAG, 1985-1986, No. 6370, p 310, 313-314 (June 10, 1986). In addition, the words of an initiated law should be given their "ordinary and customary meaning as would have been understood by the voters." *Welch Foods*, 213 Mich App at 461.

The purpose and intent of the people must be gleaned from the language of the MMMA itself. The

Michigan Supreme Court observed in interpreting Const 1963, art 1, § 25, a voter-approved initiative amending the Constitution that:

The object of construction, as applied to a written constitution, is to give effect to the intent of the people in adopting it. *In the case of all written laws, it is the intent of the lawgiver that is to be enforced.* But this intent is to be found in the instrument itself. . . . "Where a law is plain and unambiguous, whether it be expressed in general or limited terms, the [lawgiver] should be intended to mean what they have plainly expressed, and consequently no room is left for construction." [*Nat'l Pride at Work, Inc v Governor*, 481 Mich 56, 80; 748 NW2d 524 (2008), quoting Cooley, *Constitutional Limitations* (1st ed), p 55 (emphasis in original omitted) (emphasis added).]⁵

The same principle may be applied here to this voter-approved legislative initiative.

The Act does not provide for the operation of cooperatives. Nothing may be read into a statute that is not within its intent, which is derived from the language of the statute itself. *Booker v Shannon*, 285 Mich App 573, 578; 776 NW2d 411 (2009). "[A]n ambiguity exists only where the words of the statute can be viewed with more than one accepted meaning." *Bronson Methodist Hosp v Allstate Ins Co*, 286 Mich App 219, 229; 779 NW2d 304 (2009). A statute's silence cannot, by definition, create more than one accepted meaning and, thus, an ambiguity. Nothing in the language of the MMMA suggests that the majority of voters, in adopting the Act, intended that patients, primary caregivers, or any other individuals could form and operate cooperatives to jointly cultivate, store and share medical marihuana. Rather, the express terms of the Act contemplate that permitted activities, including the cultivation of marihuana, will occur on an individual basis, and in one of two ways.

First, for a patient who does not designate a primary caregiver, the Act assumes that a patient will initially acquire marihuana, and then he or she may cultivate up to twelve marihuana plants for personal medical use. MCL 333.26424(a). The MMMA does not address how the initial acquisition of seeds or plants may be accomplished. But the Act's specific authorization of cultivation and its provision for a certain number of allowable marihuana plants indicates that the intent is for patients to become self-sufficient through their personal cultivation of marihuana for medical use.

A patient who cultivates marihuana must keep his or her plants in an "[e]nclosed, locked facility," which is defined as "a closet, room, or other enclosed area equipped with locks or other security devices that permit access only by a registered primary caregiver or registered qualifying patient." MCL 333.26423(c).⁶ The use of the indefinite article "a" before the noun phrase "registered primary caregiver or registered qualifying patient," indicates that the nouns are singular. See *The American Heritage College Dictionary, Third Edition* (1997) (Indefinite article "a" is "[u]sed before nouns and noun phrases that denote a single but unspecified person or thing.") In other words, access to an enclosed locked facility is limited to a single, or one, registered primary caregiver or registered qualifying patient. Thus, a patient cultivating marihuana plants must keep the plants in a facility that is only accessible to the patient.

Second, for a patient who designates a registered primary caregiver, the patient acquires his or her marihuana from that primary caregiver. Once a patient designates that single primary caregiver, the Act does not authorize the patient to acquire marihuana from anyone else. MCL 333.26426(d). Further, if the patient specifies that the caregiver shall cultivate the patient's marihuana plants, the patient relinquishes any right to possess and cultivate marihuana plants for medical use. This is evident from the language of MCL 333.26424(a) and (b) that authorizes the primary caregiver to possess his or her patients' marihuana in the statutorily prescribed amount, and provides that patients may not possess marihuana plants if they have designated a primary caregiver.⁷

A primary caregiver is expressly limited to assisting no more than five patients, MCL 333.26426(d), and the primary caregiver must also keep each patient's plants in an "enclosed, locked facility." MCL 333.26424(b)(2). Further, because the MMMA only authorizes a patient to have 12 marijuana plants at any given time, primary caregivers assisting more than one patient must keep each patient's plants segregated and in a separate enclosed, locked facility. Looking again at the definition of "enclosed, locked facility," given the use of the singular "a" as discussed above, and the disjunctive term "or" between "registered primary caregiver" and "qualifying patient," confirms that only the registered primary caregiver may have access to the facility containing the individual patient's plants. MCL 333.26423(c). See *Paris Meadows, LLC v City of Kentwood*, 287 Mich App 136, 148; 783 NW2d 133 (2010) ("In general, 'or' is a disjunctive term, indicating a choice between two alternatives, i.e., a unit or a portion of the common elements."); *Yankee Springs Twp v Fox*, 264 Mich App 604, 608; 692 NW2d 728 (2004). Thus, a registered primary caregiver's patients may not have access to their caregiver's enclosed, locked facility.

This interpretation is consistent with the plain language of the MMMA, and accords with basic principles of statutory construction that require this office to discern the intent of a statute from its language, and to forgo reading anything into a statute that is not within the intent of its drafters.⁸ Moreover, this construction ensures that the twelve-plant-per patient maximum is followed. It also protects against unauthorized access to marijuana plants because, at any given time, there is only one person responsible and accountable for a patient's plants. The plain language of the MMMA thus prohibits the joint cooperative cultivating or sharing of marijuana plants because only the individual authorized to cultivate the marijuana plants, either the registered patient or the patient's registered primary caregiver, may have access to the enclosed, locked facility housing the marijuana plants intended for the individual patient's use.

It is my opinion, therefore, that the Michigan Medical Marijuana Act, Initiated Law 1 of 2008, MCL 333.26421 *et seq*, prohibits the joint cooperative cultivation or sharing of marijuana plants because each patient's plants must be grown and maintained in a separate enclosed, locked facility that is only accessible to the registered patient or the patient's registered primary caregiver.

BILL SCHUETTE
Attorney General

¹ Your request raised two additional questions concerning the operation of commercial enterprises to sell or transfer medical marijuana, and whether government officials may conduct warrantless administrative searches of the persons or property of registered patients or primary caregivers. These questions are still under review by the office.

² Marijuana remains a Schedule 1 substance under the Public Health Code, MCL 333.7212(1)(c), meaning that "the substance has a high potential for abuse and has no accepted medical use in treatment in the United States or lacks accepted safety for use in treatment under medical supervision," MCL 333.7211. Similarly, the manufacture, delivery, or possession with intent to deliver marijuana remains a felony, MCL 333.7401(1) and (2)(d), and possession of marijuana remains a misdemeanor offense, MCL 333.7403(2)(d). The federal Controlled Substances Act, 21 USC 801 *et seq*, also classifies marijuana as a Schedule 1 substance and prohibits its possession and manufacture. 21 USC 812(c), 823(f), and 844(a).

³ The Act defines "[d]ebilitating medical condition" as "1 or more" of the following:

- (1) Cancer, glaucoma, positive status for human immunodeficiency virus, acquired immune deficiency syndrome, hepatitis C, amyotrophic lateral sclerosis, Crohn's disease, agitation of Alzheimer's disease, nail patella, or the treatment of these conditions.
- (2) A chronic or debilitating disease or medical condition or its treatment that produces 1 or more of the following: cachexia or wasting syndrome; severe and chronic pain; severe nausea; seizures, including but not limited to those characteristic of epilepsy; or severe and persistent muscle spasms, including but not limited to those characteristic of multiple sclerosis.
- (3) Any other medical condition or its treatment approved by the department, as provided in section 5(a). [MCL 333.26423(a).]

⁴ "Usable marijuana" means "the dried leaves and flowers of the marijuana plant, and any mixture or preparation thereof, but does

not include the seeds, stalks, and roots of the plant." MCL 333.26423(j).

⁵ See also *People v Waterman*, 137 Mich App 429, 433; 358 NW2d 602 (1984) (interpreting "Proposal B" a legislative initiative that revised parole standards for certain crimes).

⁶ The term "enclosed, locked facility" has been interpreted to require a facility that is enclosed on all sides, meaning a floor, walls, and a ceiling or roof. See *People v King*, ___ Mich App ___; ___ NW2d ___; 2011 Mich App Lexis 224 (February 3, 2011).

⁷ See MCL 333.26424(a) ("[I]f the qualifying patient has not specified that a primary caregiver will be allowed under state law to cultivate marihuana for the qualifying patient, 12 marihuana plants kept in an enclosed, locked facility."); MCL 333.26424(b) (1)-(2) (Authorizing a caregiver to possess "2.5 ounces of usable marihuana for each qualifying patient to whom he or she is connected through the department's registration process," and "for each registered qualifying patient who has specified that the primary caregiver will be allowed under state law to cultivate marihuana for the qualifying patient, 12 marihuana plants kept in an enclosed, locked facility")

⁸ This conclusion is also consistent with the interpretation accorded other State's medical marihuana laws, like California. See *People v Urziceanu*, 132 Cal App 4th 747, 773 (2005) ("A cooperative where two people grow, stockpile, and distribute marijuana to hundreds of qualified patients or their primary caregivers, while receiving reimbursement for these expenses, does not fall within the scope of the language of the Compassionate Use Act [Cal Health & Safety Code, section 11362.5] or the cases that construe it.").

<http://opinion/datafiles/2010s/op10338.htm>

State of Michigan, Department of Attorney General

Last Updated 06/28/2011 14:59:51

Paul Bueche

From: Michigan Municipal League [phinkle@mml.org]
Sent: Tuesday, July 05, 2011 3:31 PM
To: Paul Bueche
Subject: MML Legislative Link 7-5-2011: Michigan Communities Score Several Victories in Lansing!



July 5, 2011

Save the Date

[MML Convention](#)
Oct 4-7, Grand Rapids

The Buzz

[Grosse Pointe Park Offers Rent Help to Students Who Move There](#)
Detroit Free Press
6/30/11

What's New

[Grand Rapids Lip Dub Video to Promote City Tops 3 Million](#)
[Hazel Park Concert Series Hopes to Draw Artists, Art](#)

Grants & Projects

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

[Federal Brownfield Funding](#)

Related Links

[RFP Sharing Service](#)
[21c3 Website](#)
[League's PA 312 Webpage](#)

Michigan Communities Score Several Victories in Lansing!

Michigan communities will benefit greatly by several bills that moved through the legislative process this week, including an amendment to the Public Employment Relations Act (PERA), an opt-out provision to a health care reform bill and increase funding for revenue sharing. Also moving ahead is a new redevelopment tool to help downtowns and business districts with vacant or burned out properties. View the [League press release](#). These bills come on the heels of one of the biggest victories for Michigan communities – the passage of reforms to Public Act 312, dealing with binding arbitration for public safety workers. [View the League PA 312 press release](#).



State Affairs Update



\$33 Million Revenue Sharing Increase for 2010-11 Passes Legislature

Last week the Legislature passed SB 138, which increases revenue sharing funds to local units of government by \$33 million. The added revenue sharing dollars result from better than expected sales tax collections. SB 138 is a supplemental appropriation that was necessary in order to get these dollars to local communities. Governor Snyder is expected to sign the bill. For more information, see the League's *Inside 208* blog. Contact Andy Schor, aschor@mml.org.

[MORE>](#)

[MI Legislature](#)

[Health Care Reform Passes - Local Governments Can Opt Out!](#)

[MI Senate](#)

[League-Supported New Economic Development Tool Passed by Legislature](#)

[MI House of Reps](#)

[Resources](#)

[Minimum Staffing Changes Approved](#)

[Two- Inch Rule Will Wait Until Fall](#)

[Municipal Partnership Act Remains in House](#)

[Chambers Ping Pong Urban Cooperation Reform](#)

[PERA Bill Passed by House](#)

[MDOT Announces 2013 Federal Program Application Deadlines](#)

[AmeriCorps Volunteers Available for Housing Agencies](#)

[MAM Summer Workshop Registration Now Available!](#)

Federal Update

New Round of TIGER Grants Announced – U.S. Department of Transportation Ray LaHood has announced that \$527 million will be made available for a third round of TIGER grants. This competitive grant program has funded high-impact projects across the country including roads, bridges, freight rail, transit, buses, streetcars, ports, and bicycle and pedestrian paths. See the League's *Inside 208* blog for more information. Contact Arnold Weinfeld, aweinfeld@mml.org. [MORE>](#)



[Amtrak Privatization Discussion Raises Concerns](#)

[Homeland Security Budget Slashed](#)

[Support CDBG!](#)

[Legislation Protecting Public Access TV Introduced](#)

[Rural Development Solid Waste Grants Available](#)

21st Century Communities

Sirolli Entrepreneur Training Available – Earlier this year, the Michigan Municipal League facilitated a three-day training session with Ernesto Sirolli for local officials to learn techniques in how to retain, attract, and coach



entrepreneurs in their community. We are again partnering with Sirolli to offer a similar three-day session September 7-9 at the League Capital Office in Lansing. Read more at the League's 21c3 blog. Contact: Arnold Weinfeld, aweinfeld@mml.org. [MORE>](#)

[Detroit Is On the Move](#)

[National Association of Realtors Determines Americans Like Mixed-Used, Walkable Neighborhoods](#)

[Complete Streets Communities Number Growing](#)

["Shining Light Regional Cooperation Awards" Invites the Public to Nominate Their Community Leaders](#)

[Transit Options for Boomers May Be Few](#)

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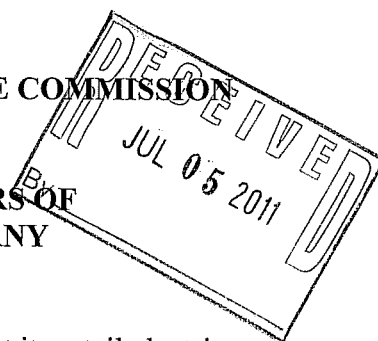
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Michigan Municipal League, 1675 Green Road, Ann Arbor, MI 48105



STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-16794



- Consumers Energy Company is seeking authority to adjust its retail electric rates to provide additional revenue of approximately \$195 million annually above current electric levels, if the Michigan Public Service Commission approves its request. In addition, Consumers Energy Company is requesting approval to implement or modify several cost recovery mechanisms or proposals if the Commission approves its request.
- **A TYPICAL RESIDENTIAL CUSTOMER'S AVERAGE ELECTRIC BILL MAY INCREASE BY ABOUT \$7.70 PER MONTH IF THE MICHIGAN PUBLIC SERVICE COMMISSION APPROVES THE REQUEST.**
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A public hearing will be held:

DATE/TIME: July 18, 2011, at 9:00 a.m.
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge Sharon L. Feldman

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

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

The Michigan Public Service Commission (Commission) will hold a public hearing to consider the June 10, 2011 application of Consumers Energy Company (Consumers Energy) to increase its retail electric rates to provide additional revenue of approximately \$195

million annually, implement or modify several cost recovery mechanisms or proposals, and for other relief.

Consumers Energy states that factors contributing to the requested increase include: (i) ongoing investments in electric utility generation and distribution assets to comply with environmental and legal requirements; (ii) ongoing investments in electric utility generation and distribution assets to provide safe and reliable service; (iii) ongoing investments in technology improvements, including investments associated with Consumers Energy's Smart Grid (Advanced Metering Infrastructure) project; and (iv) changes in electric sales levels, including customer movement to retail open access. Consumers Energy states that the need for additional revenue has been offset, in part, by a reduction in the overall level of operation and maintenance expense below the level approved in Consumers Energy's last electric rate case.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 241-6180 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by July 11, 2011. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy, Legal Department - Regulatory Group, One Energy Plaza, Jackson, Michigan 49201.

Any person wishing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his/her wish to make a statement of position. All information submitted to the Commission in this matter will become public information: available on the Michigan Public Service Commission's website, and subject to disclosure.

Requests for adjournment must be made pursuant to the Commission's Rules of Practice and Procedure R 460.17315 and R 460.17335. Requests for further information on adjournment should be directed to (517) 241-6060.

A copy of Consumers Energy's application may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company, One Energy Plaza, Jackson, MI. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 241-6180.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1999 AC, R 460.17101 et seq.

[Details of the proposals are contained in the application and filing materials.]

[CONSUMERS ENERGY COMPANY HAS REQUESTED THE INCREASES AND OTHER PROPOSALS DESCRIBED IN THIS NOTICE. THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY THE REQUESTED INCREASES AND OTHER PROPOSALS, IN WHOLE OR IN PART, AND MAY GRANT LESSER OR GREATER INCREASES THAN THOSE REQUESTED AND MAY AUTHORIZE A LESSER OR GREATER RATE FOR ANY CLASS OF SERVICE THAN THAT REQUESTED.]

June 22, 2011