

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday June 27, 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 13, 2011 MOTION Pg. 7, 21-34
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 7
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 7, 2-6
 - 6B. Heritage Village Association SAD, Final Report (Agenda Item) Pg. 35-54
 - 6C. Springbrook East Association SAD, Final Report (Agenda Item) Pg. 55-69
 - 6D. MML P&LP Insurance Renewal (Agenda Item) Pg. 70-82
 - 6E. GASB #54 Data (Agenda Item) Pg. 83-96
 - 6F. Miller-Elms-Tallmadge Project, Concrete Add-On (Agenda Item) Pg. 97-99
 - 6G. Fire Dept. Capital Replacement Request Pg. 100-104
 - 6H. Legislative Updates, Shared Services, MM Court Case Pg. 105-121
 - 6I. County MPO Solid Waste Plan Pg. 122
 - 6J. Comcast Letters Pg. 123-125
 - 6K. Senator Gleason Town-Hall Meeting Flyer Pg. 126
 - 6L. WWS 2010FY Audit CD
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Heritage Village SAD, Order Staff Report RESO. Pg. 8, 35-54
 - 8B. Heritage Village SAD, Findings, Determination, Set Public Hearing RESO. Pg. 9, 35-54
 - 8C. Springbrook East SAD, Order Staff Report RESO. Pg. 12, 55-69
 - 8D. Springbrook East SAD, Findings, Determination, Set Public Hearing RESO. Pg. 14, 55-69
 - 8E. Appropriation, 2011-2012 MML P&LP Premiums RESO. Pg. 16, 70-82
 - 8F. GASB No. 54, Authority to Designate Fund Balances RESO. Pg. 17, 83-96
 - 8G. Miller-Elms-Tallmadge Project, Add Concrete Repairs RESO. Pg. 17, 97-99
 - 8H. Memorandum of Understanding, Republic Waste Services RESO. Pg. 19, 5
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 June 27, 2011 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 24-June-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** (*Resolution*)

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. In the original planning, we had hoped to have additional grant funds to do some more of the concrete repairs east of the intersection. As the Council recalls, we have been repairing concrete sections each summer for several years now. We have new areas that have deteriorated over the winter that we might as well get why we have everything opened up. Using the bid pricing from Cadillac, Lou calculated the time and materials to repair the worst of these, at a cost of \$16,100. I have a resolution to add this work on to the Miller-Elms-Tallmadge project. As you may have noticed, we are set to begin work. Estimated time to complete should be no more than ten weeks. The below table has been updated to include the \$16k.

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. The Cape Seal work is scheduled to take place any time now.

- ✓ **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** (*Status*)
Mr. Figura is working with the County’s attorney on a final draft. I anticipate it will be back for final decision at the meeting of July 11th. 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*)

The local AYSO (American Youth Soccer Organization) has inquired if the City would be interested in a "no cost" ground lease agreement for the 20 acres of City property located on Bristol Road between the west lot line of GM-SPO and the Heritage Village Subdivision. They would like to construct soccer fields for practice and competition events on the land. Their proposal fits with our plans for a sports park on the land. As we all know, it will be many years before, and if ever, we have the funds to pursue our plan. I will be back in the future with a better defined direction after I spend additional time with the organization.

✓ **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-imbusement.

✓ **SPRINGBROOK EAST & HERITAGE ASSOCIATION S.A.D.** (*Resolutions*)

Included with tonight's packet are resolutions that will begin the determination and hearing process for both the SAD's. We will be coupling up the steps where we can to expedite the progression. 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. Included in tonight's packet is a response to our insurance carrier's note that outlines concern over slip and fall hazards in the public safety lot.

- ✓ **WASTE & RECYCLING SERVICES CONTRACT** (*Resolution*)
Mr. Figura is preparing a contract for the automated collection. As of writing, we should have in at the meeting of July 11th. Understandably, Republic would like a letter binding us to the bid terms. I have a resolution included with tonight's agenda that should work until we approve the full contract.
- ✓ **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

- ✓ **MML PROPERTY & LIABILITY POOL RENEWAL** (*Resolution*)
Included with tonight's program is the 2011-2012 renewal appropriation for our insurance property and liability pool. Out of curiosity, I looked at historical trends. Interestingly, the cost has been dropping for a number of years now, as indicated:

2005-2006:	\$75,027
2006-2007:	\$75,701
2007-2008:	\$74,933
2008-2009:	\$69,901
2009-2010:	\$64,808
2010-2011:	\$60,820
2011-2012:	\$58,103

So the Council is aware, I am continuously hounded by other companies to switch insurance carriers. Although I do speak with some of these agents, I believe we are in the best hands with the Michigan Municipal League. Although Insurance could probably be purchased cheaper from another carrier, I suspect we would be reaching over a

dollar to save a nickel if we ever got into a critical position. I recommend we appropriate the premium and stay with the League Pool.

- ✓ **GASB NO. 54, AUTHORITY TO ASSIGN FUND BALANCE REPORTING** (*Resolution*)
As is the case on an on-going basis, continual changes occur in practices and standards relating to how government manages and books its finances. In a recent meeting with our auditor's, a number of standards have changed relating to how we show fund balances on our financial statements. For governmental funds, such as the General Fund, new categories have been added for designating different levels of availability for fund balances. Our auditor's informed us that in order to come under compliancy with these new regulations, the Council needs to pass approval for the staff to make these designations within both our accounting software as well as how we book certain entries, before the end of this fiscal year (June 30th). I've included the suggested resolution along with some documents that may serve to explain the changes.

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 June 27, 2011 7:00 P.M.

Resolution No. 110627-4A MINUTES – JUNE 13, 2011

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held June 13, 2011 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 110627-5A 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 June 27, 2011 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 110627-6A CITY MANAGER'S REPORT

Motion by Councilmember: _____

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion by Councilmember: _____

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;

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; and

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.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**Resolution No. 110627-8B HERITAGE VILLAGE SPECIAL ASSESSMENT DISTRICT;
FINDINGS, DETERMINATION, 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 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	Street	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

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.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 110627-8C SPRINGBROOK EAST ASSOCIATION SPECIAL ASSESSMENT DISTRICT; RESOLUTION ORDERING STAFF REPORTS & DOCUMENTS

Motion by Councilmember: _____

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;

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; and

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.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

SPRINGBROOK EAST ASSOCIATION SPECIAL ASSESSMENT DISTRICT; FINDINGS, DETERMINATION, 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 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

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

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.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 110627–8E APPROPRIATION, 2011-2012 MML PROPERTY & LIABILITY POOL INSURANCE RENEWAL

Motion by Councilmember: _____

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.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 110627-8F

GASB STATEMENT #54: DELEGATION OF AUTHORITY TO ASSIGN FUND BALANCE REPORTING & GOVERNMENTAL FUND TYPE DEFINITIONS

Motion by Councilmember: _____

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.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 110627-8G

MILLER-ELMS-TALLMADGE PROJECT, ADD-ON CONCRETE REPAIRS

Motion by Councilmember: _____

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:

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

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.

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

Resolution No. 110627-8H MEMORANDUM OF UNDERSTANDING, REPUBLIC WASTE SERVICES

Motion by Councilmember: _____

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)

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday June 13, 2011 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 06/13/2011

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

Invocation and Pledge of Allegiance to the Flag.

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

Councilmembers Absent: Abrams, Porath.

Staff Present: City Manager Paul Bueche, City Clerk Juanita Aguilar.

Others Present: Sharon Shumaker, Bob Plumb, Tommy Butler, Tim Kessler, Steve Shumaker, Judy Hough, State Senator John Gleason.

APPROVAL OF MINUTES

Resolution No. 110613-01

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting, held May 23 2011, to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 110613-02

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Shumaker

I Move the Swartz Creek City Council approve the Agenda, as presented, for the Regular Council Meeting of June 13, 2011 to be circulated and placed on file.

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

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 110613-03

(Carried)

Motion by Councilmember Binder
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the City Manager's Report of June 13, 2011, to be circulated and placed on file.

Discussion took place.

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

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

MEETING OPENED TO THE PUBLIC:

State Senator John Gleason congratulated the City on a great celebration last week. Senator Gleason also expressed condolences to the Bueche family. Senator Gleason discussed some of the recent legislation regarding law enforcement.

Steve Shumaker of 7446 Country Meadow Drive talked about shared activities between local governments and on site energy.

Excuse Councilmember Porath and Mayor Abrams from Council Meeting

Resolution No. 110613-04

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Shumaker

I Move the Swartz Creek City Council hereby excuse the absence of both Councilmember Porath and Mayor Abrams due to schedule conflicts.

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

Council Business

Park Fee Waiver, Elms Park Camp Quality Fundraiser

Resolution No. 110613-05

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Hicks

I Move the City of Swartz Creek approve the use of, and grant a waiver of fees for the use of Elms Road Park Pavilion #3 on Sunday June 26, 2011 from 9:00 AM to 6:00 PM, to hold a fundraiser for Camp Quality, a national organization that provides activities for children stricken with cancer, fundraiser to be held in honor of the late Payton Cram.

Discussion Took Place

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

Appropriation - Bid Award, Purchase Road Salt

Resolution No. 110613-06

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

WHEREAS, the City would much rather bask in the sunshine of the summer, but it finds it cannot ignore the stark reality that winter will come and with it, the need to purchase 1,000 tons of rock salt for application to public rights of way during those long, cold Michigan winters; and

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

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

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

WHEREAS, based on market conditions and pricing, the County Road Commission negotiated an extension to the 2009-2010 contract arriving at a 10% increase to the 2010-2011 contract, price being \$54.69 per ton, and further, negotiated another extension for the 2011-2012 contract, without change to the cost, and extended such pricing to all Genesee County Street Authorities; and

WHEREAS, the City finds that the per ton cost of \$54.69 cannot be matched if attempts were made to bid on the open market or through private sources.

NOW, THEREFORE, I MOVE the City of Swartz Creek City accept the Genesee County Road Commission's cooperative purchasing extension and appropriate an amount not to exceed \$54,690, plus 10% contingency, for the purchase of rock salt from the Detroit Salt Company, expenses to be distributed proportionate to use at the direction of the City's Finance Director.

Discussion Took Place.

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

NO: None. Motion Declared Carried.

Adopt City-Wide Rates, Fees and Charges (Water Rate Increase)

Resolution No. 110613-07

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

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

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

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

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

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

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

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

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

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

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

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

<u>Offense</u>	<u>Fine</u>
(a) Parking too far from curb	\$ 20.00
(b) Angle parking violations	\$ 20.00
(c) Obstructing traffic	\$ 20.00

Prohibited parking (signs un-necessary)

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

Parking for prohibited purpose

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

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

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

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

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

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

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

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

Police Personnel	\$40	Per Hour
Police Clerical	30	Per Hour
Police Car	15	Per Hour
Fire Personnel	20	Per Hour
Fire Pumper	250	Per Hour
Fire Support Vehicles	100	Per Hour

4. Chapter 5: Cemetery Lots - Purchase

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

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

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

6. Chapter 11: Park Reservation Fees

	<u>Elms Park</u>	
	Resident:	Non-Resident:
Pavilion #1	\$35.00	\$50.00
Pavilion #2	\$75.00	\$100.00
Pavilion #3	\$20.00	\$35.00
Pavilion #4	\$75.00	\$100.00

	<u>Winshall Park</u>	
	Resident:	Non-Resident:
Pavilion #1	\$35.00	\$50.00
Pavilion #2	\$35.00	\$50.00
Pavilion #3	\$35.00	\$50.00

7. Chapter 15: Permit, Sidewalk Installation

\$25.00

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

\$100.00

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

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

Rates for Quarterly Billings

Readiness to serve charge	
5/8", 3/4", 1"	\$47.45
1.5"	\$200.70

2"	\$321.12
3"	\$602.10
6"	\$2,007.00

Commodity charge (per 100 cubic feet of water consumed): \$3.31

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

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

(C) There shall be a Twenty Dollar (\$20.00) charge for shutting off the water service pursuant to such request and a Twenty Dollar (\$20.00) charge for turning the water service back on, if the shut off or turn on is performed during normal business hours. If this shut off or turn on is performed outside of normal business hours, the charge shall be One-Hundred Dollars (\$100.00). Such charges shall also apply if water is shut off or turned back on pursuant to account delinquency. The City Manager may waive shut off and turn on fees for reasonable cause.

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

10. Chapter 19: Water & Sewer Tap Fees

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

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

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

(C) Furthermore, for any structure used generally for more than one (1) purpose, connection fees shall be determined by applying the appropriate unit factors as set by the Genesee County Division of Water and Waste, to the various uses on any level, grade or sub-grade plane of the structure, provided that it is intended that the fees so derived shall be cumulative. Tap fees shall also apply for any additional units that may be calculated and applied by the County WWS pursuant to change in use or otherwise.

11. Chapter 19: Sanitary Sewer Rates

Rates for Quarterly Billings

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

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

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

12. Chapter 20: Weed Cutting Fees

\$300 per cut

13. Building & Trade Inspection Fees

A. Building Permit Fees: Appendix A 21.06

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

B. Electrical Inspection Fees

Application Fee (non-refundable) \$50

Service

Through 200 Amp.	\$10
Over 200 Amp. thru 600 Amp.	\$15
Over 600 Amp. thru 800 Amp.	\$20
Over 800 Amp. thru 1200 Amp.	\$25
Over 1200 Amp. (GFI only)	\$50
Circuits	\$5
Lighting Fixtures-per 25	\$6
Dishwasher	\$5
Furnace-Unit Heater	\$5
Electrical-Heating Units (baseboard)	\$4
Power Outlets (ranges, dryers, etc.)	\$7

Signs

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

K.V.A. & H.P.

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

Fire Alarm Systems (excl. smoke detectors)

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

Data/Telecommunication Outlets

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

Inspections

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

C. Mechanical Inspection Fees	
Application Fee (non-refundable)	\$50
<u>Residential Heating System</u> (includes duct & pipe, new building only)	\$50
Gas/Oil Burning Equipment (furnace, roof top units, generators)	\$30
Boiler	\$30
Water Heater	\$5
Damper	\$5
Solid Fuel Equip. (includes chimney)	\$30
Gas Burning Fireplace	\$30
Chimney, factory built (installed separately)	\$25
Solar; set of 3 panels-fluid transfer (includes piping)	\$20
Gas piping; each opening-new installation (residential)	\$5
Air Conditioning (includes split systems) RTU-Cooling only	\$30
Heat Pumps (complete residential)	\$30
Dryer, Bath & Kitchen Exhaust	\$5
<u>Tanks</u>	
Aboveground	\$20
Aboveground Connection	\$20
Underground	\$25
Underground Connection	\$25
Humidifiers/Air Cleaners	\$10
<u>Piping-minimum fee \$25</u>	
Piping	\$.05/ft
Process piping	\$.05/ft
Duct-minimum fee \$25	\$.10/ft
Heat Pumps; Commercial (pipe not included)	\$20
<u>Air Handlers/Heat Wheels</u>	
Under 10,000 CFM	\$20
Over 10,000 CFM	\$60
Commercial Hoods/Exhausters	\$15
Heat Recovery Units	\$10
V.A.V. Boxes	\$10
Unit Ventilators	\$10
Unit Heaters (terminal units)	\$15
<u>Fire Suppression/Protection</u>	
(includes piping) –minimum fee \$20	\$.75/head
Evaporator Coils	\$30
Refrigeration (split system)	\$30
Chiller	\$30
Cooling Towers	\$30
Compressor/Condenser	\$30
<u>Inspections</u>	
Special/Safety Insp. (includes cert. fee)	\$50
Additional Inspection	\$50
Final Inspection	\$50
Certification Fee	\$20

D. Plumbing Inspection Fees

Application Fee (non-refundable) \$50

Mobile Home Park Site

Fixtures, floor drains, special drains, \$5 each
Water connected appliances \$5 each
Stacks (soil, waste, vent and conductor) \$3 each
Sewage ejectors, sumps \$5 each
Sub-soil drains \$5 each

Water Service

Less than 2" \$5
2" to 6" \$25
Over 6" \$50
Connection (bldg. drain-bldg. sewers) \$5

Sewers (sanitary, storm or combined)

Less than 6" \$5
6" and Over \$25
Manholes, Catch Basins \$5 each

Water Distributing Pipe (system)

3/4" Water Distribution Pipe \$5
1" Water Distribution Pipe \$10
1 1/4" Water Distribution Pipe \$15
1 1/2" Water Distribution Pipe \$20
2" Water Distribution Pipe \$25
Over 2" Water Distribution Pipe \$30
Reduced pressure zone back-flow preventer \$5 each
Domestic water treatment and filtering equipment only \$5
Medical Gas System \$45

Inspections

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

14. Appendix B: Franchises

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

15. Miscellaneous Fees

A. *Copies:*

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

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

B. *Freedom of Information Act Requests:*

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

C. *Police Reports:*

\$5 for copies under 6 pages, 10¢ for each page thereafter. Extensive research, reproduction costs, etc. shall be charged in accordance with F.O.I.A. requests.

- D. *Gun Registrations, Permits & Safety Inspections:*
No Charge
- E. *Towing & Impound Fees:*
\$100 for each vehicle towed as incidental to arrest or other civil custody. \$100 for each vehicle towed as abandoned. The Chief of Police may, at his/her discretion, waive any towing fee when in his/her opinion, special circumstance exists. A report shall be filed when any such action is taken.
- F. *Weddings:*
\$25 per ceremony
- G. *Fax Services:*
50¢ per page for the first 10 pages, then \$.10 per page thereafter
- H. *Notary Services:*
\$5.00 per item
- I. \$25 each for any check returned unpaid for account insufficient, closed or stopped

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

- A. Site Plan Review:

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

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

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

17. Chapter 1: Municipal Civil Infraction Fines

Civic Infraction Citation Fines:

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

Civic Infraction Notice Fines:

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

ADOPTION & REVISION HISTORY:

Resolution No. 050711-07	Dated July 11, 2005
Resolution No. 100208-06	Dated February 8, 2010
Resolution No. 101206-04	Dated December 6, 2010
Resolution No. 110613-_____	Dated June 13, 2011

Discussion Took Place.

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

CDBG Program Participation

Resolution No. 110613-08 **(Carried)**

Motion by Mayor Councilmember Binder
Second by Councilmember Shumaker

I Move the City of Swartz Creek continue participation in the Genesee County Community Development Block Grant Cooperative, and further, direct the staff to execute any required documents to accomplish such participation.

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

Appointments, Boards & Commissions

Resolution No. 110613-09 **(Carried)**

Motion by Councilmember Hurt
Second by Councilmember Binder

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

Mayor's Appointment:

#110613-8E	Planning Commission: Term: July 1, 2011 Expires June 30, 2014	CARL CONNOR
#110613-8F	Planning Commission: Term: July 1, 2011 Expires June 30, 2014	DOUGLAS STEPHENS

#110613-8G Downtown Development Authority
Term: July 1, 2011 Expires June 30, 2015

STEVE MARDLIN

#110613-8H Downtown Development Authority
Term: July 1, 2011 Expires June 30, 2015

SANDY RAFFAELLI

Council Appointments:

#081124-8I Board of Review
Term: July 1, 2011 Expires June 30, 2014

JOSEPH J. EDGERTON

#081124-8J Zoning Board of Appeals
Term: July 1, 2011 Expires June 30, 2014

DOUGLAS STEPHENS

#081124-8K Zoning Board of Appeals
Term: July 1, 2011 Expires June 30, 2014

RONALD SMITH

#081124-8L Zoning Board of Appeals, Alternate
Term: July 1, 2011 Expires June 30, 2014

BRADLEY STIFF

#081124-8M Zoning Board of Appeals, Alternate
Term: July 1, 2011 Expires June 30, 2014

JOHN GILBERT

Discussion Ensued.

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

Medical Co-Pay Management

(Discussion Topic)

City Manager Paul Bueche gave a brief presentation on medical co-pay management. Mr. Bueche stated the City currently uses two third party administrators being AmeraPlan and Basic and the City is considering other options for health insurance including the deductibles paid by Basic.

Add Agenda Item

Resolution No. 110613-10

(Carried)

Motion by Mayor Hurt
Second by Councilmember Hicks

I Move the Swartz Creek City Council add to the discussion of office hours to the agenda for tonight's meeting.

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

MEETING OPENED TO THE PUBLIC

Discussion ensued where City Manager Bueche stated the City is considering changing the office hours where both the City Hall and Police Department are closed between the hours of

12:00 p.m. and 1:00 p.m. for lunch. There were no other comments regarding this matter from the public.

REMARKS BY COUNCILMEMBERS:

Councilmember Shumaker asked about the signage being considered at Fortino & Morrish and Fortino & Miller regarding the Veterans Memorial.

Councilmember Hicks commented on a house on Miller Road that the grass needs cutting and Mr. Bueche stated he was down there today checking on it. Councilmember Hicks also asked about the street name sign on Holland Drive and was informed that it has been taken care of.

Councilmember Binder extended gratitude on behalf on the Swartz Creek Area Veterans Committee for making the benefit garage sale an amazing success. In regards to the Veterans Memorial, Ms. Binder stated that a Boy Scout troop washes down the granite. The need for a maintenance manual was discussed.

Mayor Pro-Tem Krueger received a comment on how well built and designed the Veterans Memorial was and stressed the importance of annual maintenance. Mr. Krueger also mentioned our County Commissioner would like people to come to their county commission meetings held on Tuesday mornings.

Adjournment

Resolution No. 110613-11

(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 8:27 p.m.

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

David Krueger, Mayor Pro-Tem

Juanita Aguilar, City Clerk

**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)

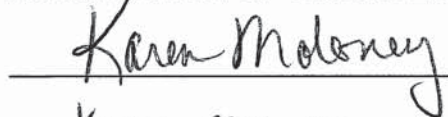
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF SWARTZ CREEK


Richard B. Abrams, Mayor


Juanita Aguilar, City Clerk

**HERITAGE VILLAGE CONDOMINIUM
ASSOCIATION OF SWARTZ CREEK**


Karen Maloney, President

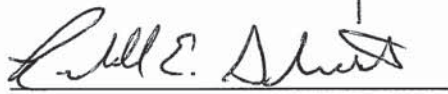
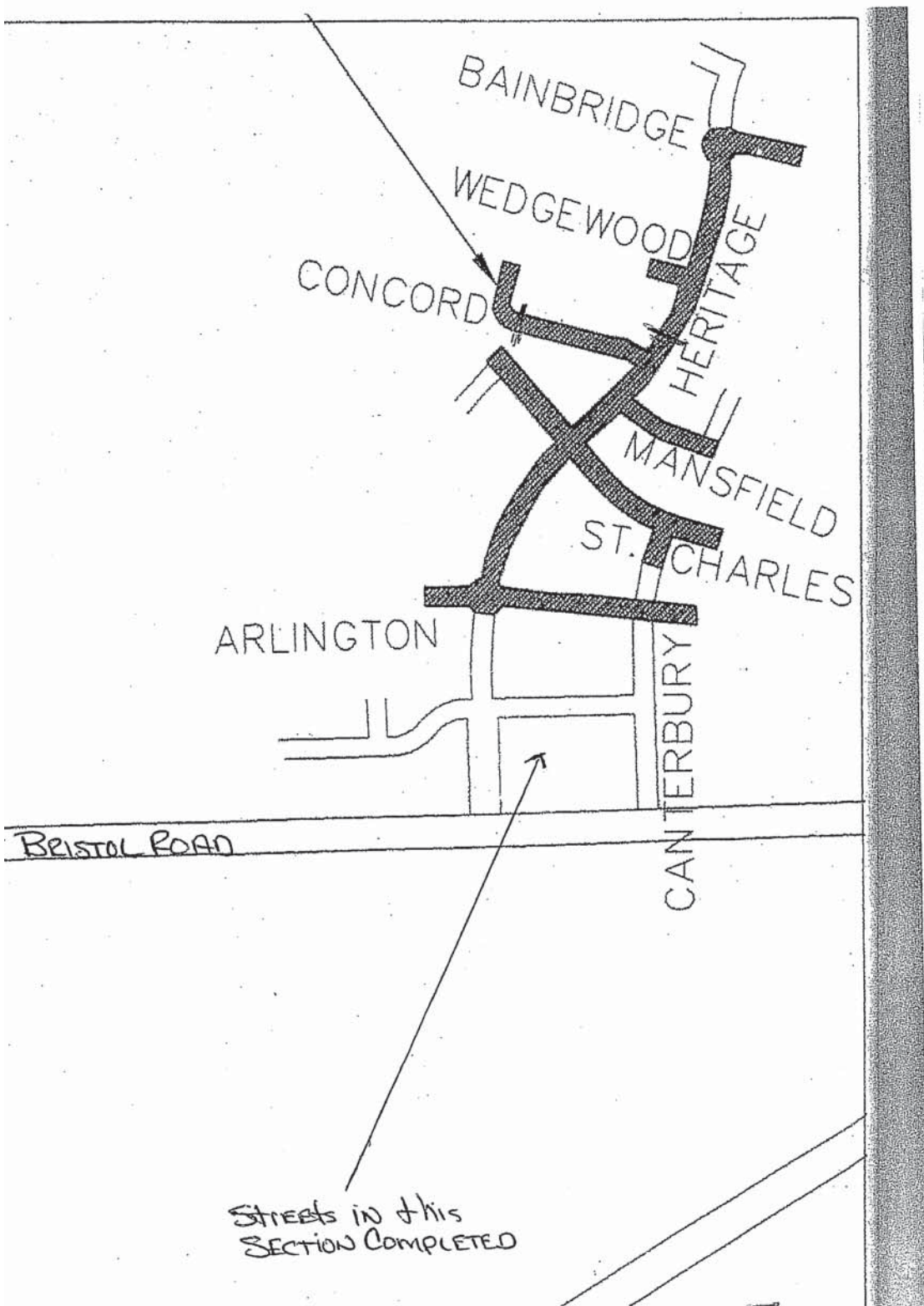

RANDALL E. SCHIESTEL, Secretary

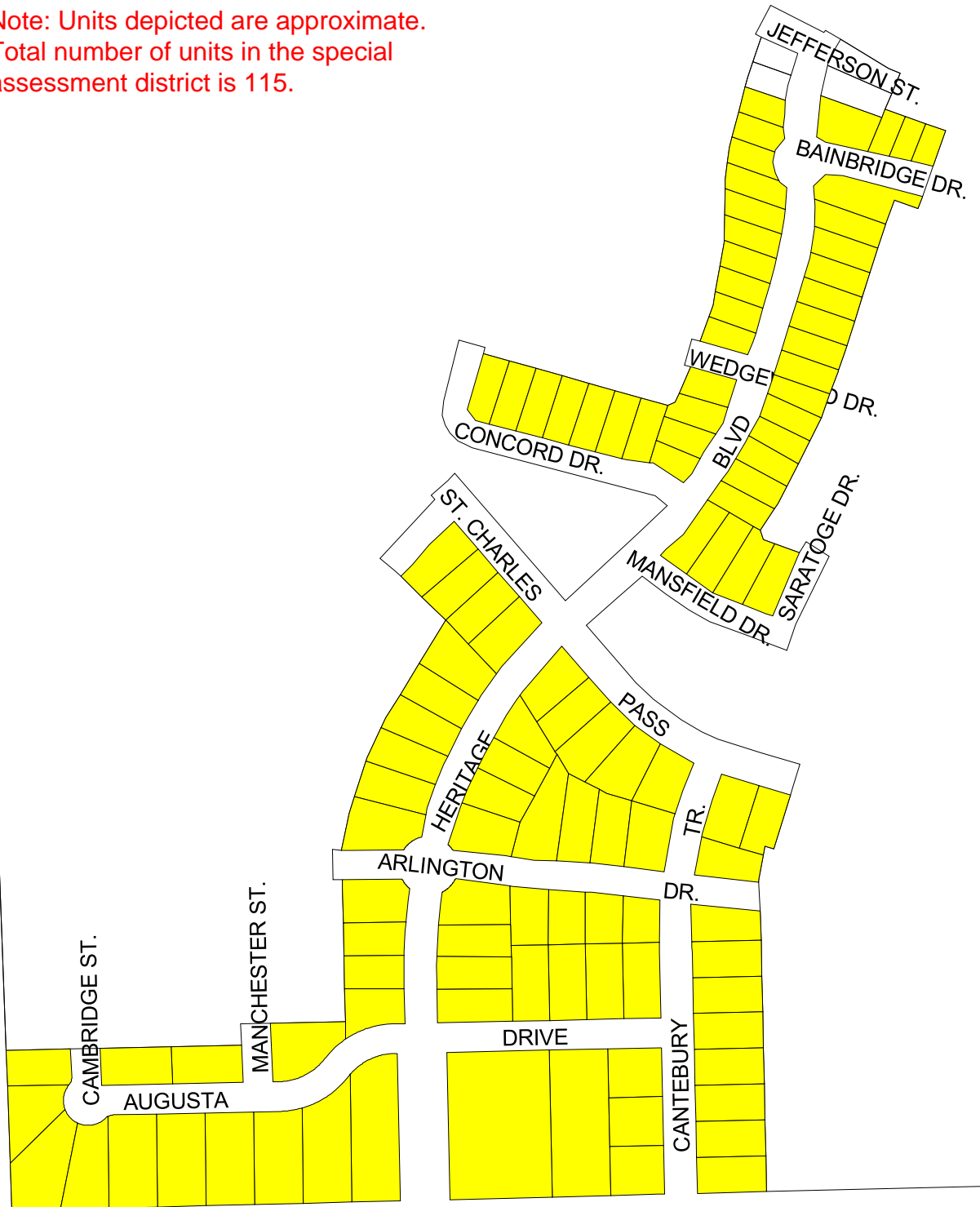
EXHIBIT “A”

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	KURTIAK, 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

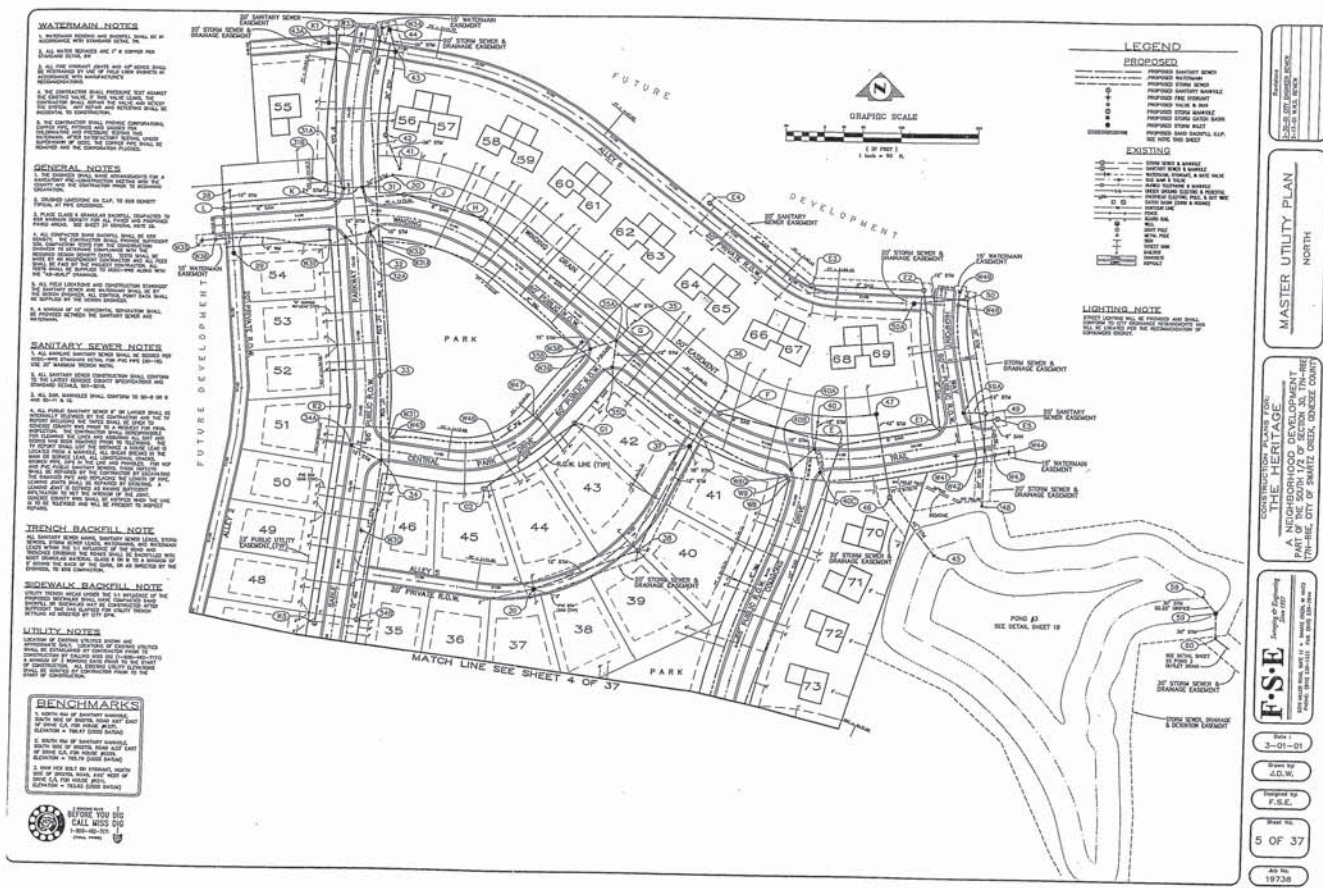
Parcel Number	Owner Name	Number	Property Address	Owner Address	Owner City	State	Zip Code	Vacant/ Improved
58-30-651-039	HAUCK, MELISSA	6295	AUGUSTA ST	6295 AUGUSTA ST	SWARTZ CREEK	MI	48473-7946	I
58-30-651-040	BARBIER, STEVEN & MALONEY, KAREN	6281	AUGUSTA ST	6281 AUGUSTA ST	SWARTZ CREEK	MI	48473-7946	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

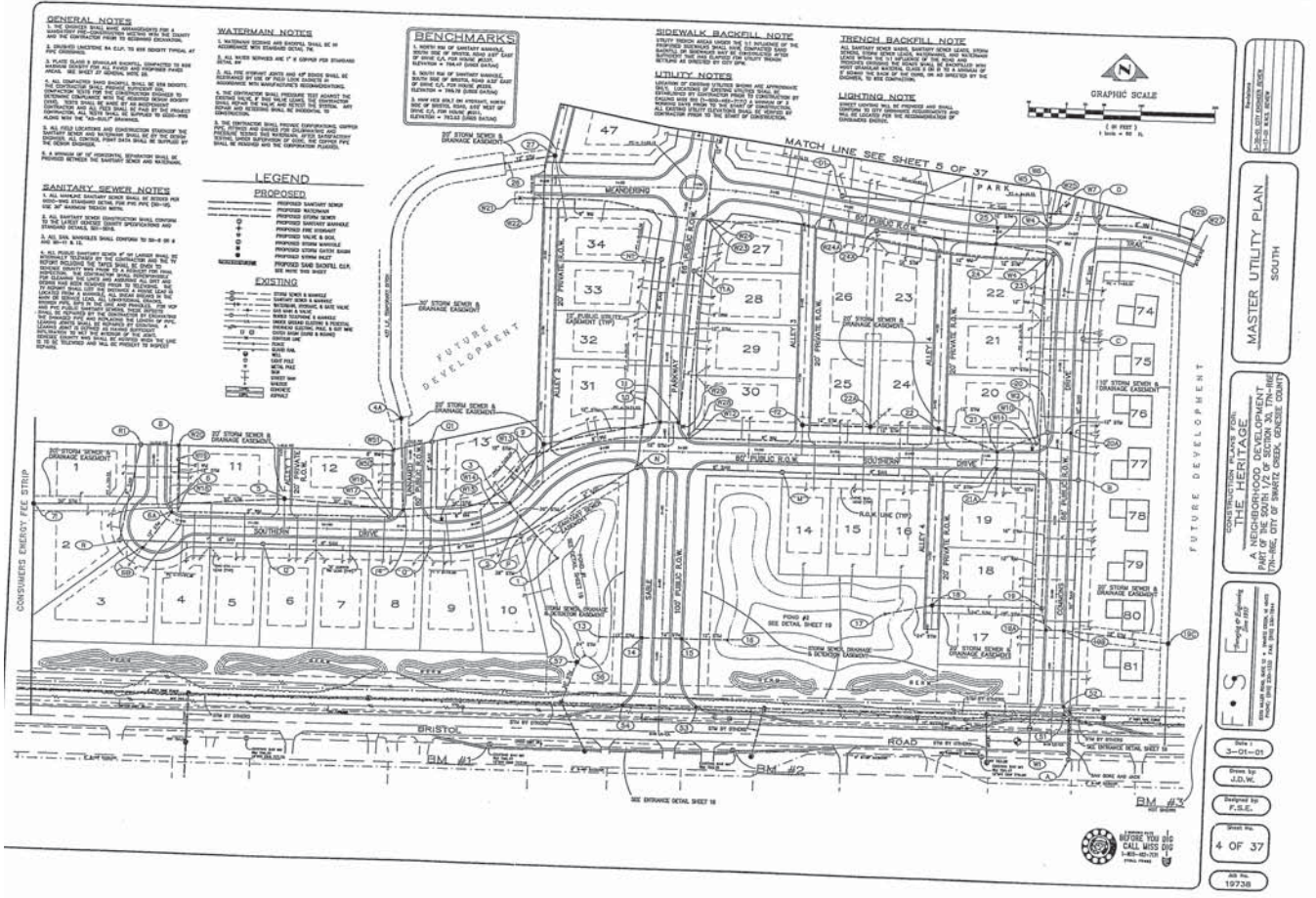
Parcel Number	Owner Name	Number	Property Address	Owner Address	Owner City	State	Zip Code	Vacant/ Improved
58-30-651-112	WOODSIDE BUILDERS	3343	HERITAGE BLVD	7550 MILLER RD	SWARTZ CREEK	MI	48473	V
58-30-651-113	SARGENT, MARTINA	3349	HERITAGE BLVD	3349 HERITAGE BLVD	SWARTZ CREEK	MI	48473-7955	I
58-30-651-114	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							

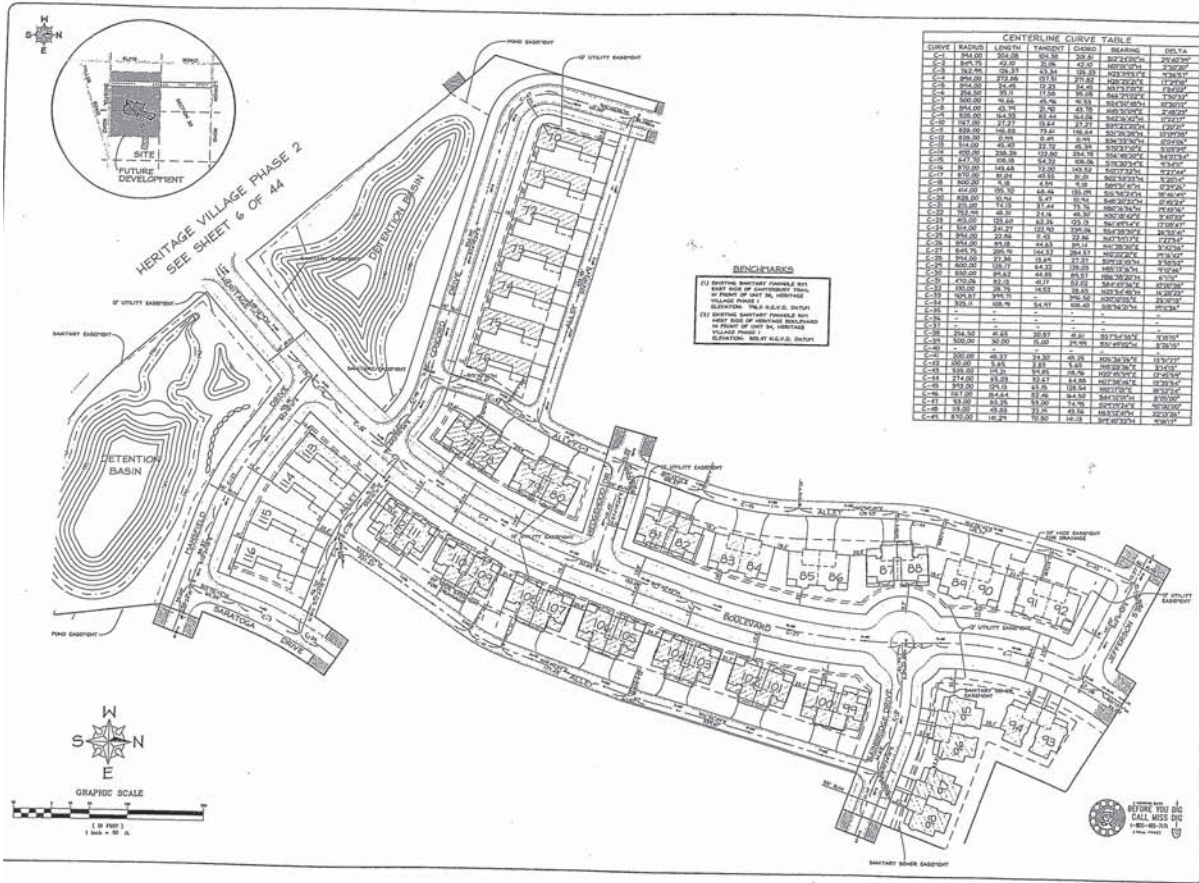
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EXHIBIT “B”



HERITAGE PHASE I





HERITAGE VILLAGE PHASE 2 ENLARGED SITE PLAN
PAGE OF THE PLAN OF THE LOT 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102.

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

DATE:
MARCH 2003

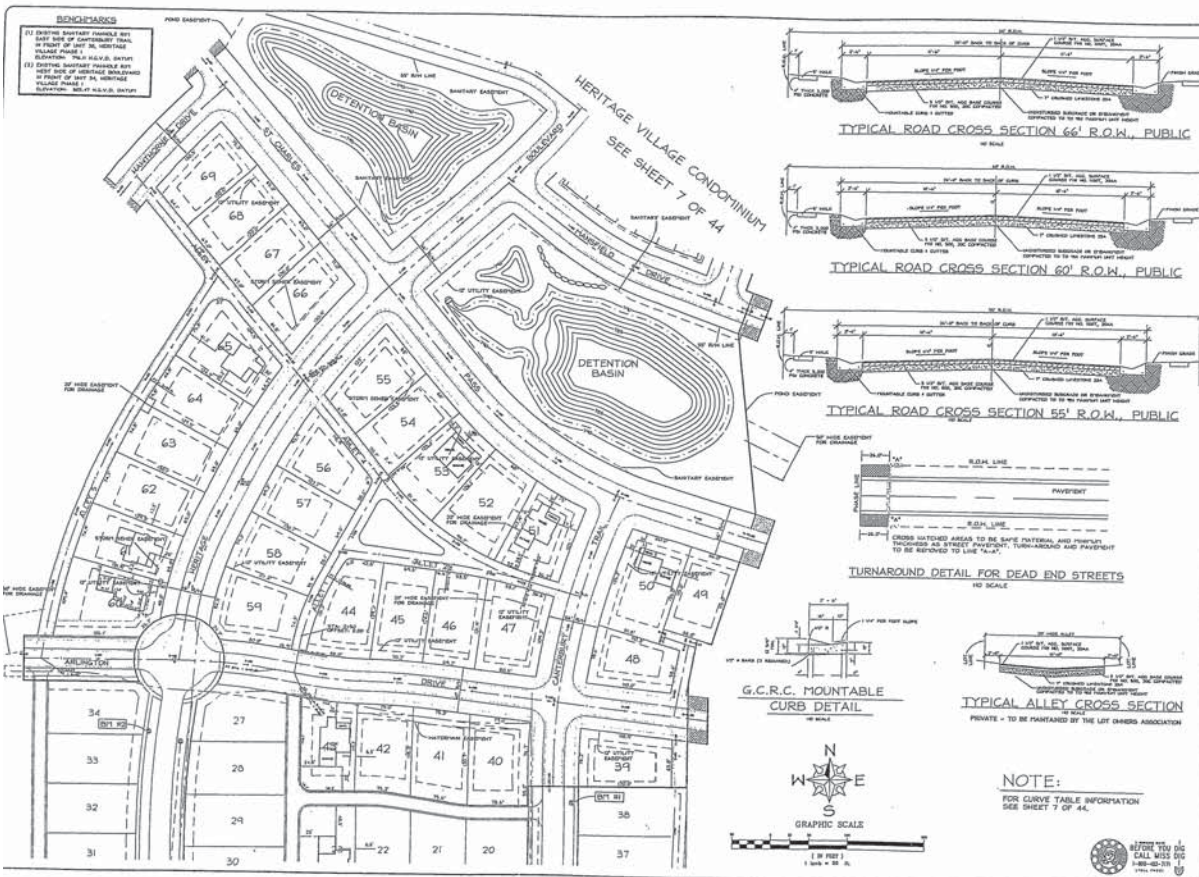
DRAWN BY:
J.D.H.

DESIGNED BY:
B.L.M.

SHEET NO.:
7 OF 44

DATE:
3/21/03

HERITAGE PHASE II (PAGE 1)



HERITAGE VILLAGE PHASE 2 ENLARGED SITE PLAN
PAGE OF THE PLAN OF THE LOT 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102.

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

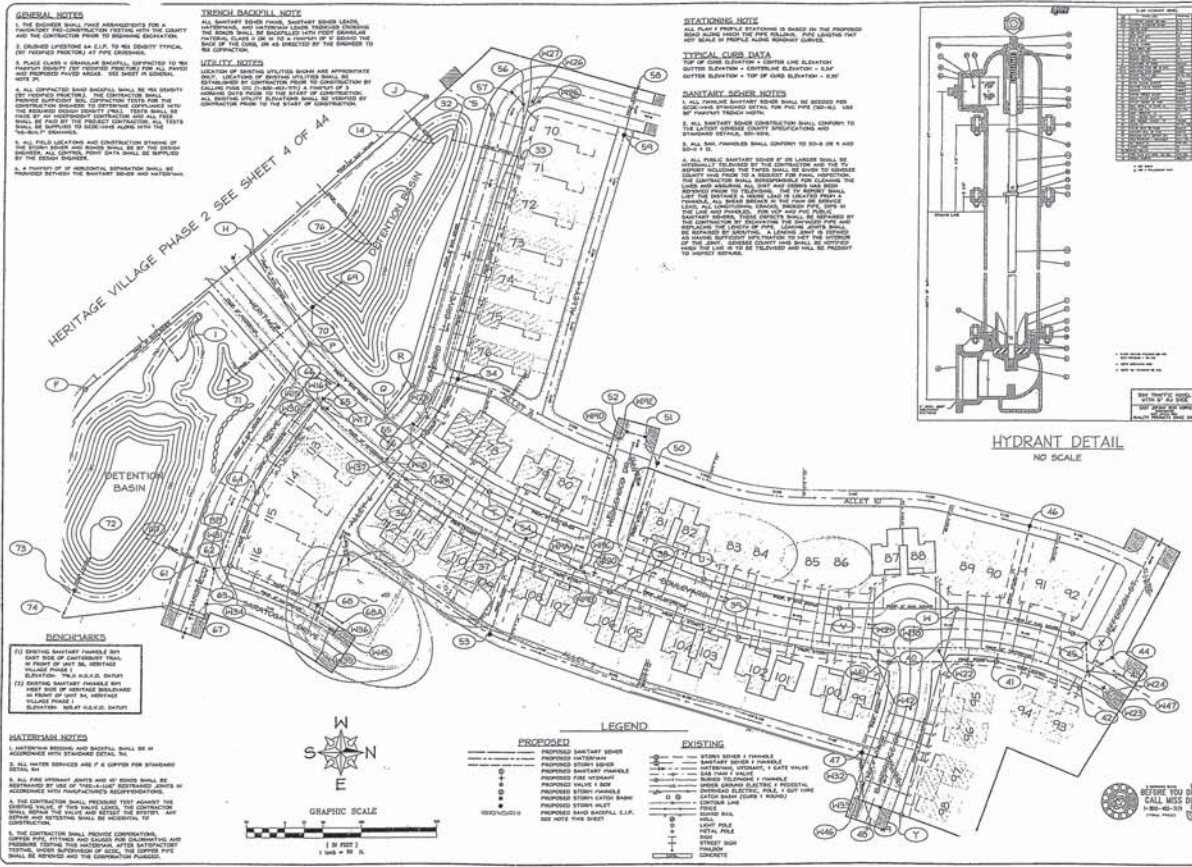
DATE:
MARCH 2003

DRAWN BY:
J.D.H.

DESIGNED BY:
B.L.M.

SHEET NO.:
6 OF 44

DATE:
3/21/03



GENERAL NOTES

1. THE OWNER SHALL PROVIDE ALL NECESSARY DATA FOR A COMPLETE AND ACCURATE RECORD OF THE PROJECT AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY DATA FROM THE OWNER.
2. ALL UTILITIES SHALL BE SHOWN AS LOCATED BY THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY DATA FROM THE OWNER.
3. ALL UTILITIES SHALL BE SHOWN AS LOCATED BY THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY DATA FROM THE OWNER.
4. ALL UTILITIES SHALL BE SHOWN AS LOCATED BY THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY DATA FROM THE OWNER.
5. ALL UTILITIES SHALL BE SHOWN AS LOCATED BY THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY DATA FROM THE OWNER.

TRENCH BACKFILL NOTE

ALL TRENCHES SHALL BE BACKFILLED WITH COMPACTED GRANULAR FILL TO THE ORIGINAL GRADE OR AS DIRECTED BY THE ENGINEER. THE BACKFILL SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE DENSITY.

UTILITY NOTES

ALL UTILITIES SHALL BE SHOWN AS LOCATED BY THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY DATA FROM THE OWNER.

STATIONING NOTE

ALL PUBLIC UTILITY SERVICES SHALL BE SHOWN AS LOCATED BY THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY DATA FROM THE OWNER.

SANITARY SEWER NOTES

ALL SANITARY SEWER SERVICES SHALL BE SHOWN AS LOCATED BY THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY DATA FROM THE OWNER.

TYPICAL CURB DATA

TOP OF CURB ELEVATION + CENTER LINE ELEVATION
OUTSIDE ELEVATION + OUTSIDE ELEVATION + 0.50'
OUTSIDE ELEVATION + TOP OF CURB ELEVATION - 0.50'

WATERMAIN NOTES

ALL WATERMAIN SERVICES SHALL BE SHOWN AS LOCATED BY THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY DATA FROM THE OWNER.

BENCHMARKS

(1) EXISTING BENCHMARK SHALL BE USED FOR ALL CONSTRUCTION WORK.
(2) EXISTING BENCHMARK SHALL BE USED FOR ALL CONSTRUCTION WORK.
(3) EXISTING BENCHMARK SHALL BE USED FOR ALL CONSTRUCTION WORK.

LEGEND

PROPOSED	EXISTING
PROPOSED SANITARY SEWER	EXISTING SANITARY SEWER
PROPOSED WATERMAIN	EXISTING WATERMAIN
PROPOSED STORM SEWER	EXISTING STORM SEWER
PROPOSED VENT	EXISTING VENT
PROPOSED FIRE HYDRANT	EXISTING FIRE HYDRANT
PROPOSED CURB	EXISTING CURB
PROPOSED STORM CATCH BASIN	EXISTING STORM CATCH BASIN
PROPOSED STORM TRENCH	EXISTING STORM TRENCH
PROPOSED SAND BACKFILL	EXISTING SAND BACKFILL
PROPOSED SAND BACKFILL C.I.P.	EXISTING SAND BACKFILL C.I.P.

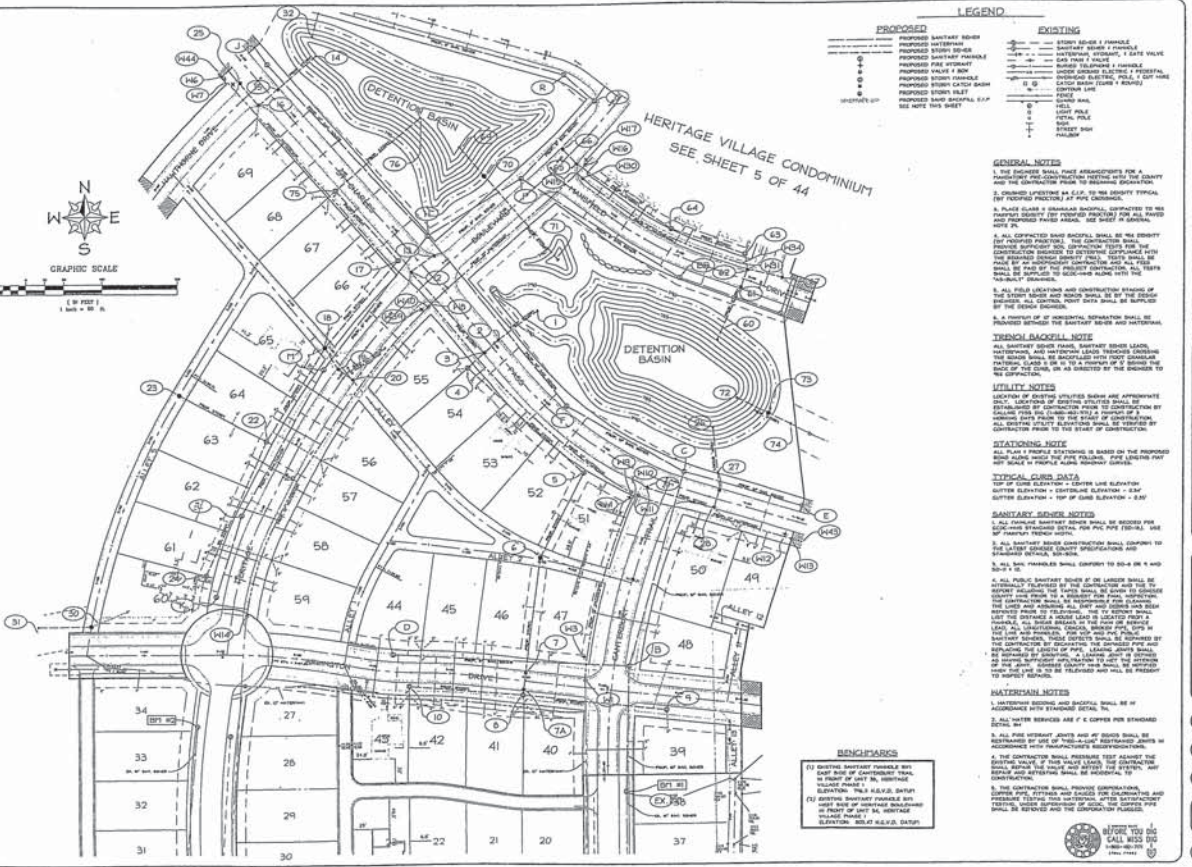
HYDRANT DETAIL
NO SCALE

HERITAGE VILLAGE PHASE 2
MASTER UTILITY PLAN
WOODSIDE BUILDERS
SMART CREEK, MICHIGAN 48473
TEL: (616) 435-2227

F.S.E.
ARCHITECTS
1000 W. WASHINGTON ST., SUITE 200
ANN ARBOR, MI 48106
TEL: (616) 435-2227

DATE: MARCH 2009
BY: R.H.H.
CHECKED BY: R.H.H.
SCALE: 5 OF 44
JOB NO.: 2219

HERITAGE PHASE II (PAGE 2)



GENERAL NOTES

1. THE OWNER SHALL PROVIDE ALL NECESSARY DATA FOR A COMPLETE AND ACCURATE RECORD OF THE PROJECT AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY DATA FROM THE OWNER.
2. ALL UTILITIES SHALL BE SHOWN AS LOCATED BY THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY DATA FROM THE OWNER.
3. ALL UTILITIES SHALL BE SHOWN AS LOCATED BY THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY DATA FROM THE OWNER.
4. ALL UTILITIES SHALL BE SHOWN AS LOCATED BY THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY DATA FROM THE OWNER.
5. ALL UTILITIES SHALL BE SHOWN AS LOCATED BY THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY DATA FROM THE OWNER.

TRENCH BACKFILL NOTE

ALL TRENCHES SHALL BE BACKFILLED WITH COMPACTED GRANULAR FILL TO THE ORIGINAL GRADE OR AS DIRECTED BY THE ENGINEER. THE BACKFILL SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE DENSITY.

UTILITY NOTES

ALL UTILITIES SHALL BE SHOWN AS LOCATED BY THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY DATA FROM THE OWNER.

STATIONING NOTE

ALL PUBLIC UTILITY SERVICES SHALL BE SHOWN AS LOCATED BY THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY DATA FROM THE OWNER.

SANITARY SEWER NOTES

ALL SANITARY SEWER SERVICES SHALL BE SHOWN AS LOCATED BY THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY DATA FROM THE OWNER.

TYPICAL CURB DATA

TOP OF CURB ELEVATION + CENTER LINE ELEVATION
OUTSIDE ELEVATION + OUTSIDE ELEVATION + 0.50'
OUTSIDE ELEVATION + TOP OF CURB ELEVATION - 0.50'

WATERMAIN NOTES

ALL WATERMAIN SERVICES SHALL BE SHOWN AS LOCATED BY THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY DATA FROM THE OWNER.

BENCHMARKS

(1) EXISTING BENCHMARK SHALL BE USED FOR ALL CONSTRUCTION WORK.
(2) EXISTING BENCHMARK SHALL BE USED FOR ALL CONSTRUCTION WORK.
(3) EXISTING BENCHMARK SHALL BE USED FOR ALL CONSTRUCTION WORK.

LEGEND

PROPOSED	EXISTING
PROPOSED SANITARY SEWER	EXISTING SANITARY SEWER
PROPOSED WATERMAIN	EXISTING WATERMAIN
PROPOSED STORM SEWER	EXISTING STORM SEWER
PROPOSED VENT	EXISTING VENT
PROPOSED FIRE HYDRANT	EXISTING FIRE HYDRANT
PROPOSED CURB	EXISTING CURB
PROPOSED STORM CATCH BASIN	EXISTING STORM CATCH BASIN
PROPOSED STORM TRENCH	EXISTING STORM TRENCH
PROPOSED SAND BACKFILL	EXISTING SAND BACKFILL
PROPOSED SAND BACKFILL C.I.P.	EXISTING SAND BACKFILL C.I.P.

HERITAGE VILLAGE PHASE 2
MASTER UTILITY PLAN
WOODSIDE BUILDERS
SMART CREEK, MICHIGAN 48473
TEL: (616) 435-2227

F.S.E.
ARCHITECTS
1000 W. WASHINGTON ST., SUITE 200
ANN ARBOR, MI 48106
TEL: (616) 435-2227

DATE: MARCH 2009
BY: R.H.H.
CHECKED BY: R.H.H.
SCALE: 4 OF 44
JOB NO.: 2219

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

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

This agreement is made this ^{20th} 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

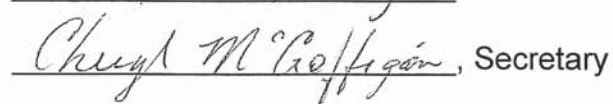
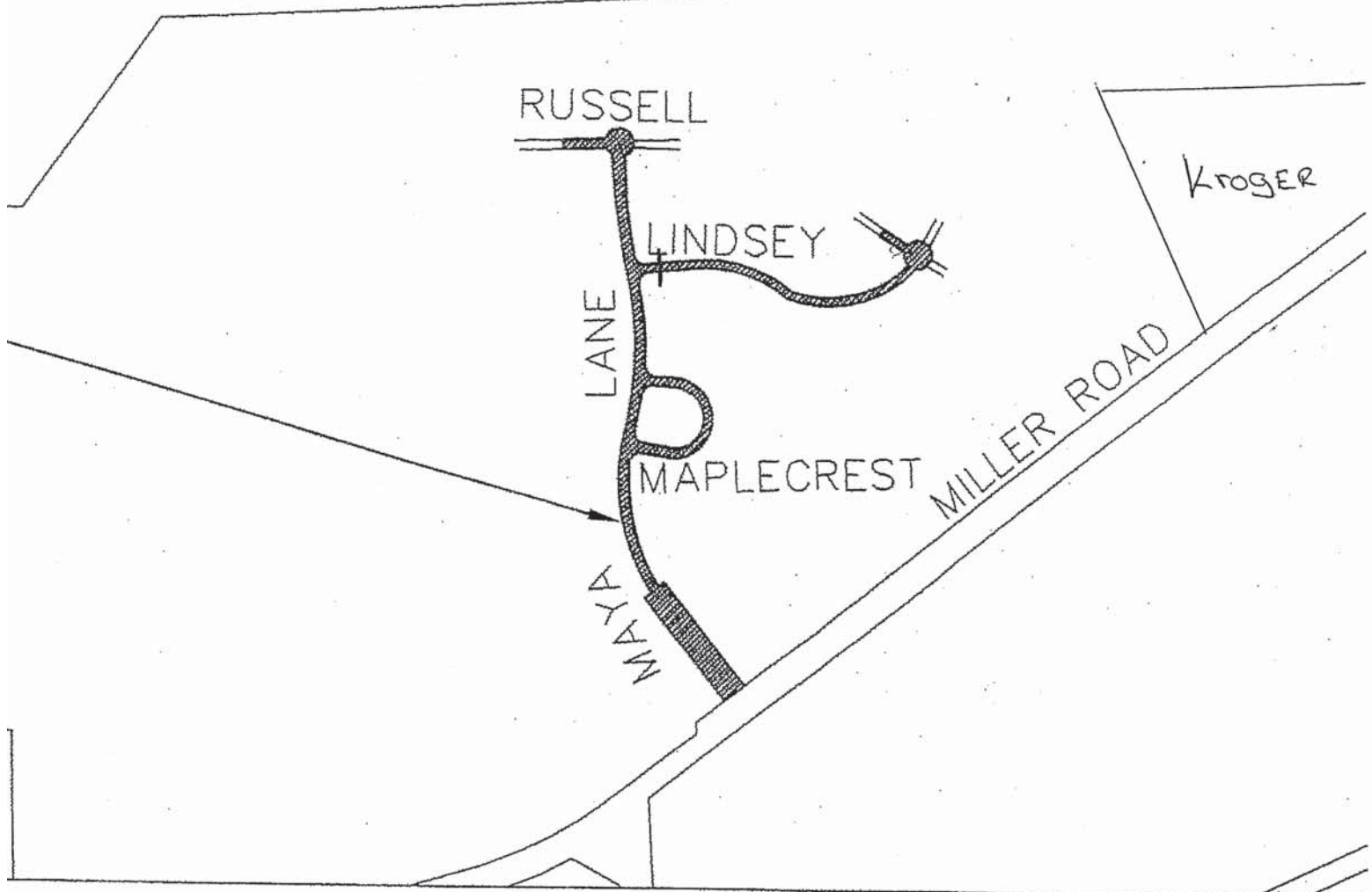
Cheryl M Calligan
, Secretary

EXHIBIT “A”

Springbrook East - AS Bid -

JENNIE L

I - 69

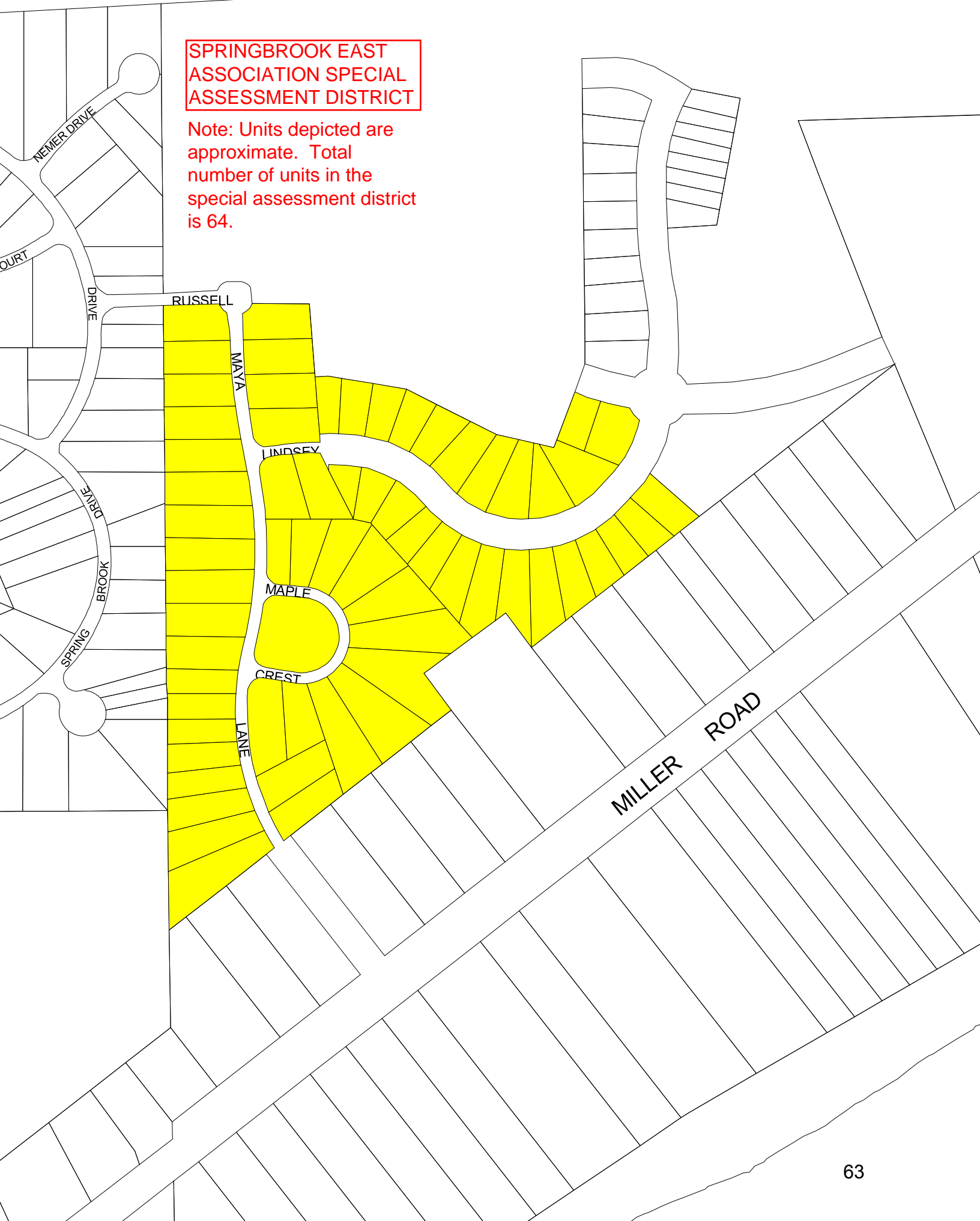


ITY OF SWARTZ CREEK LO

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

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							

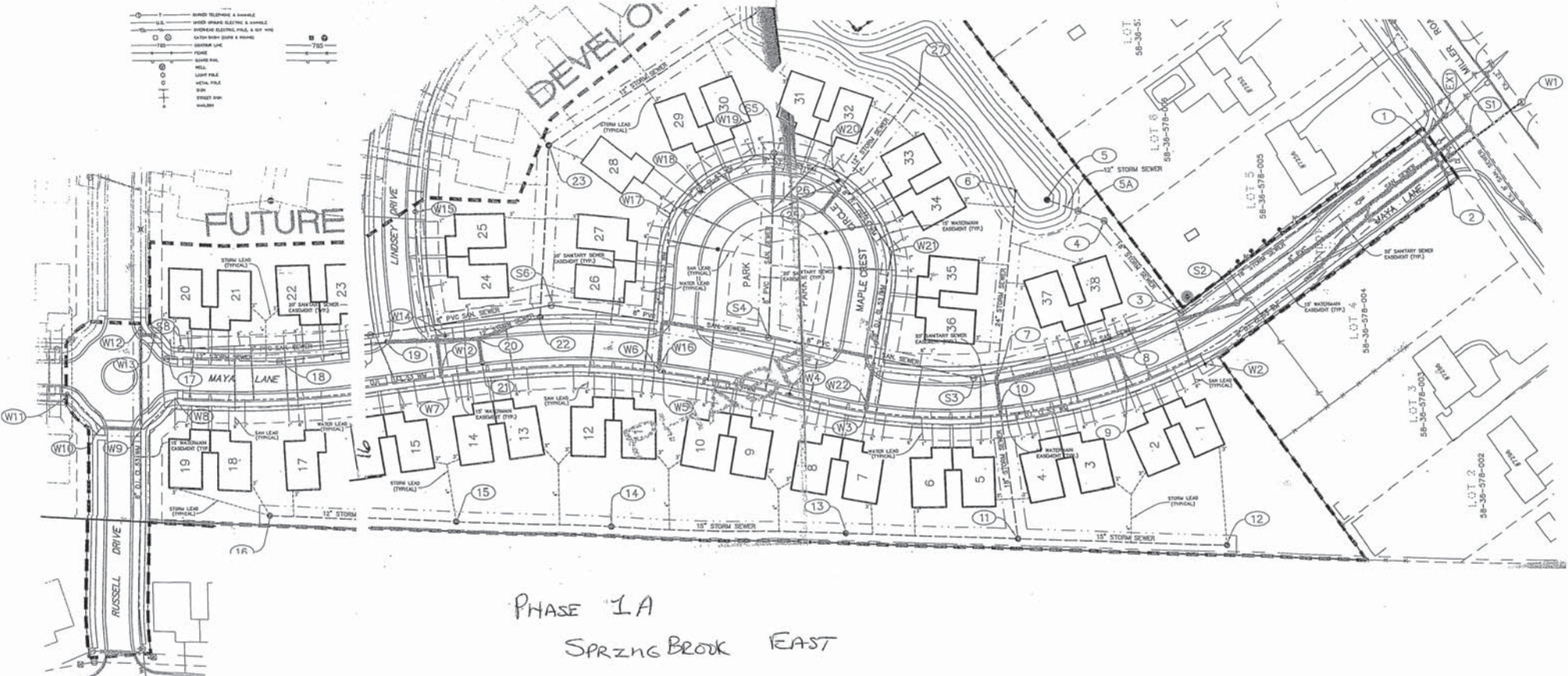
Cost Model: Springbrook East SAD (64 Units)

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:
		\$3,300.00
Additional Est. Legal Fees		\$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”

- 12" STORM SEWER
- 15" STORM SEWER
- 18" STORM SEWER
- 24" STORM SEWER
- 36" STORM SEWER
- 48" STORM SEWER
- 60" STORM SEWER
- 72" STORM SEWER
- 84" STORM SEWER
- 96" STORM SEWER
- 108" STORM SEWER
- 120" STORM SEWER
- 132" STORM SEWER
- 144" STORM SEWER
- 156" STORM SEWER
- 168" STORM SEWER
- 180" STORM SEWER
- 192" STORM SEWER
- 204" STORM SEWER
- 216" STORM SEWER
- 228" STORM SEWER
- 240" STORM SEWER
- 252" STORM SEWER
- 264" STORM SEWER
- 276" STORM SEWER
- 288" STORM SEWER
- 300" STORM SEWER
- 312" STORM SEWER
- 324" STORM SEWER
- 336" STORM SEWER
- 348" STORM SEWER
- 360" STORM SEWER
- 372" STORM SEWER
- 384" STORM SEWER
- 396" STORM SEWER
- 408" STORM SEWER
- 420" STORM SEWER
- 432" STORM SEWER
- 444" STORM SEWER
- 456" STORM SEWER
- 468" STORM SEWER
- 480" STORM SEWER
- 492" STORM SEWER
- 504" STORM SEWER
- 516" STORM SEWER
- 528" STORM SEWER
- 540" STORM SEWER
- 552" STORM SEWER
- 564" STORM SEWER
- 576" STORM SEWER
- 588" STORM SEWER
- 600" STORM SEWER



PHASE 1A
 SPRING BROOK EAST



michigan municipal league

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

P.O. Box 972067, Ypsilanti, Michigan 48197-0835
(248) 358-1100, (800) 482-2726
Fax (248) 358-0534

INVOICE

City of Swartz Creek
8083 Civic Dr.,
Swartz Creek, MI 48473

Customer #: 5000860
Policy Term: 07/01/2011 - 07/01/2012
Invoice Date: 06/21/2011
Invoice #: 3237201

Payment Enclosed: \$ _____

PLEASE MAKE CHECKS PAYABLE TO MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

FOR PROPER CREDIT PLEASE DETACH THIS STUB AND RETURN WITH YOUR PAYMENT FOR THE TOTAL AMOUNT DUE

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

P.O. Box 972067, Ypsilanti, Michigan 48197-0835
(248) 358-1100, (800) 482-2726, Fax (248) 358-0534

TRANSACTION EFFECTIVE DATE	POLICY NUMBER	DESCRIPTION	AMOUNT
07/01/2011	MML001107825	Pool Renewal Premium	\$58,103
<div style="border: 1px solid gray; padding: 10px; background-color: #e0e0e0; width: fit-content; margin: 0 auto;"> <p>Due Date is 30 days from the effective or invoice date, whichever is later.</p> </div>			
Total Amount Due			\$58,103

City of Swartz Creek
Premium Breakdown as of:
July 1, 2011

Liability

Limit of Liability \$ 10,000,000	
Police Professional	\$17,554.00
Public Officials Errors & Omissions	\$12,637.00
General Liability	\$10,199.00
Total Liability	\$40,390.00

Property

City Hall	\$1,510.00
Lighting, Fencing, Veterans Memorial	\$262.00
Garage, Storage Building	\$82.00
Salt Shed	\$17.00
Dps Storage Garage #2	\$484.00
Water Tower	\$939.00
Fencing	\$6.00
Pavilion #1	\$5.00
Pavilion #2	\$5.00
Pavilion #3	\$5.00
Pavilion #4	\$4.00
Restroom	\$51.00
Restroom	\$54.00
Equipment Shed	\$25.00
Pavilion #1	\$15.00
Pavilion, Restroom	\$82.00
Pavilion #2	\$4.00
Pavilion #3	\$4.00
Tennis Courts, Bball Hoops, Fencing, Playground Equipment	\$171.00
Gazebo	\$11.00
Pavilion	\$23.00
Pavilion	\$4.00
Retaining Wall	\$181.00

City of Swartz Creek
Premium Breakdown as of:
July 1, 2011

Property

Sewer Lift Station	\$129.00
Generator, Lighting, Fencing	\$66.00
Library & Senior Citizens Center	\$1,393.00
Lighting	\$8.00
Public Safety Building	\$1,834.00
Antenna, Lighting	\$34.00
Sign	\$5.00
Fencing, Sign, Flagpole	\$20.00
Dwelling	\$88.00
Garage	\$34.00
Garage	\$34.00
Statues, Monuments, Benches	\$321.00
Electronic Data Processing	\$24.00
Radio Equipment	\$34.00
Contractors Equipment	\$213.00
Total Property	\$8,181.00

Automobile

(17) Vehicles

Total Automobile **\$9,532.00**

TOTAL ANNUAL POOL PREMIUM **\$58,103.00**



Liability & Property Pool

BINDER #: MML001107825

EFFECTIVE DATE: July 1, 2011

This Binder is effective until issuance of Coverage Document

This is a Binder of Coverage provided to the **City of Swartz Creek**. The coverages and limits provided are those contained in the attached coverage summary and/or current Michigan Municipal League Liability and Property Pool Coverage Document.

No coverage is provided by this Binder except in accordance with the terms and conditions of the Coverage Document of the Michigan Municipal League Liability and Property Pool.

Meadowbrook, Inc., is the authorized administrative representative of the Michigan Municipal League Liability and Property Pool.

Date Issued: June 21, 2011

By:

A handwritten signature in black ink, appearing to read 'B. Sturges', written over a horizontal line.

Authorized Representative

A SERVICE OF THE MICHIGAN MUNICIPAL LEAGUE



CERTIFICATE OF FLEET COVERAGE

This is to certify that the Michigan Municipal League Liability and Property Pool located in Ann Arbor, Michigan, has issued a policy, No. **MML001107825** covering all vehicles owned by or leased by:

**CITY OF SWARTZ CREEK
8083 CIVIC DR.
SWARTZ CREEK, MI 48473**

and said policy complies with ACT 294, P.A. 1972, as amended.

This said Policy expires on **July 1, 2012**.

Date Issued: June 21, 2011

By:



Authorized Representative

A SERVICE OF THE MICHIGAN MUNICIPAL LEAGUE



michigan municipal league

Liability & Property Pool

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

Name and Address of Participant:

City of Swartz Creek
8083 Civic Dr.
Swartz Creek, MI 48473

Coverage Afforded:

Michigan Municipal League Liability and Property Pool
1675 Green Road
P.O. Box 1487
Ann Arbor, MI 48106-1487

Name and Address of Service Provider:

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u> <u>Automobile Liability</u> <u>Other</u>	MML001107825	07/01/2012	\$10,000,000 Bodily Injury & Property Damage Combined Single Limit
Blanket Limit: Building & Contents	MML001107825	07/01/2012	\$9,841,241.

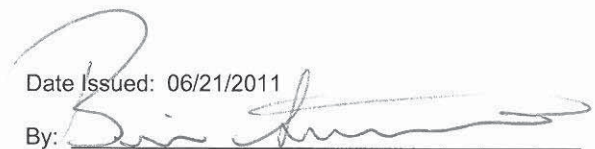
Description of Operations/Locations/Vehicles:

Certificate Holder Loss Payee solely with respect to: postage meter and scales. Loan# 6113252-002

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

D & L Equipment, Inc.
3203 Brooklyn Rd.
Jackson, MI 49203

Date Issued: 06/21/2011
By: 
Authorized Representative



michigan municipal league

Liability & Property Pool

CERTIFICATE OF COVERAGE

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Name and Address of Participant:

City of Swartz Creek
8083 Civic Dr.
Swartz Creek, MI 48473

Coverage Afforded:

Michigan Municipal League Liability and Property Pool
1675 Green Road
P.O. Box 1487
Ann Arbor, MI 48106-1487

Name and Address of Service Provider:

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

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Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u> <u>Automobile Liability</u> <u>Other</u>	MML001107825	07/01/2012	\$10,000,000 Bodily Injury & Property Damage Combined Single Limit

Description of Operations/Locations/Vehicles:

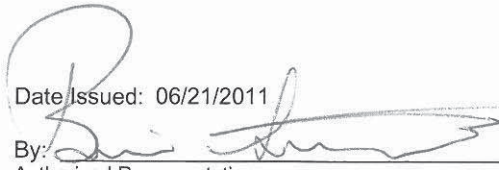
Certificate Holder Additional Insured solely with respect to: locations to be used for voting locations.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

United Methodist Churchh of Swartz Creek
P.O. Box 268
Swaratz Creek, MI 48473

Date Issued: 06/21/2011



By: _____
Authorized Representative



michigan municipal league

Liability & Property Pool

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Name and Address of Participant:

City of Swartz Creek
8083 Civic Dr.
Swartz Creek, MI 48473

Coverage Afforded:

Michigan Municipal League Liability and Property Pool
1675 Green Road
P.O. Box 1487
Ann Arbor, MI 48106-1487

Name and Address of Service Provider:

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

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Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u> <u>Automobile Liability</u> <u>Other</u>	MML001107825	07/01/2012	\$10,000,000 Bodily Injury & Property Damage Combined Single Limit

Description of Operations/Locations/Vehicles:

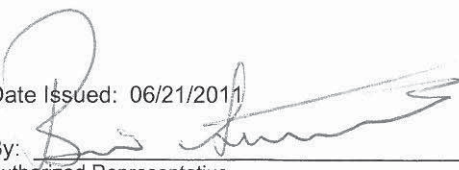
Certificate Holder Additional Insured solely with respect to: his dues as Plumbing Inspector, Mechanical Inspector, Plan Review for City of Swartz Creek.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

Robert Davis
629 N. Lapeer
Davison, MI 48423

Date Issued: 06/21/2011

By: 
 Authorized Representative



michigan municipal league

Liability & Property Pool

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Name and Address of Participant:

City of Swartz Creek
8083 Civic Dr.
Swartz Creek, MI 48473

Coverage Afforded:

Michigan Municipal League Liability and Property Pool
1675 Green Road
P.O. Box 1487
Ann Arbor, MI 48106-1487

Name and Address of Service Provider:

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

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Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u> <u>Automobile Liability</u> <u>Other</u>	MML001107825	07/01/2012	\$10,000,000 Bodily Injury & Property Damage Combined Single Limit

Description of Operations/Locations/Vehicles:

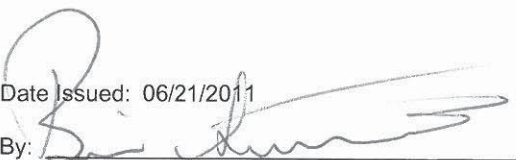
Certificate Holder Additional Insured solely with respect to: family movie night being held at the Pajtas Amphitheater on Civic Dr., Swartz Creek, MI.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

Swartz Creek Fine Arts Association, Inc.
P.O. Box 98
Swartz Creek, MI 48473

Date Issued: 06/21/2011

By: 

Authorized Representative



michigan municipal league

Liability & Property Pool

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Name and Address of Participant:

City of Swartz Creek
8083 Civic Dr.
Swartz Creek, MI 48473

Coverage Afforded:

Michigan Municipal League Liability and Property Pool
1675 Green Road
P.O. Box 1487
Ann Arbor, MI 48106-1487

Name and Address of Service Provider:

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

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Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u> <u>Automobile Liability</u> <u>Other</u>	MML001107825	07/01/2012	\$10,000,000 Bodily Injury & Property Damage Combined Single Limit

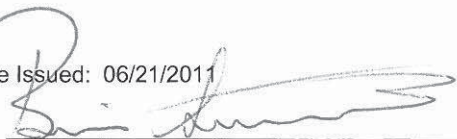
Description of Operations/Locations/Vehicles:

Certificate Holder Additional Insured solely with respect to: officers who only have power in the city limits. To continue a city function outside of limits, officers must be a County Deputy. Their actions are still governed by the City. This is when they are on City payroll and time. If the Sheriff needs back-up, Mutual Aid, coverage falls to the Sheriff, not City.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

Genesee County and the Genesee County Sheriff
1100 Beach St.
Flint, MI 48502

Date Issued: 06/21/2011
By: 
Authorized Representative



michigan municipal league

Liability & Property Pool

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Name and Address of Participant:

City of Swartz Creek
8083 Civic Dr.
Swartz Creek, MI 48473

Coverage Afforded:

Michigan Municipal League Liability and Property Pool
1675 Green Road
P.O. Box 1487
Ann Arbor, MI 48106-1487

Name and Address of Service Provider:

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u> <u>Automobile Liability</u> <u>Other</u>	MML001107825	07/01/2012	\$10,000,000 Bodily Injury & Property Damage Combined Single Limit

Description of Operations/Locations/Vehicles:

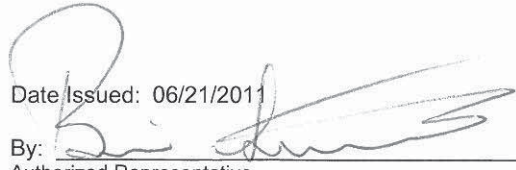
Certificate Holder Additional Insured solely with respect to: services provided to the City of Swartz Creek.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

City of Swartz Creek Downtown Dev Auth
8083 Civic Dr.
Swartz Creek, MI 48473

Date Issued: 06/21/2011

By: 

Authorized Representative



michigan municipal league

Liability & Property Pool

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Name and Address of Participant:

City of Swartz Creek
8083 Civic Dr.
Swartz Creek, MI 48473

Coverage Afforded:

Michigan Municipal League Liability and Property Pool
1675 Green Road
P.O. Box 1487
Ann Arbor, MI 48106-1487

Name and Address of Service Provider:

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u> <u>Automobile Liability</u> <u>Other</u>	MML001107825	07/01/2012	\$10,000,000 Bodily Injury & Property Damage Combined Single Limit

Description of Operations/Locations/Vehicles:

Certificate Holder Additional Insured solely with respect to: duties ad Electrical Inspector, Code Official, Plan Review for City of Swartz Creek, MI.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

Leon Buning
3157 W. Dartmouth St.
Flint, MI 48504

Date Issued: 06/21/2011

By: 
Authorized Representative



michigan municipal league

Liability & Property Pool

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Name and Address of Participant:

City of Swartz Creek
8083 Civic Dr.
Swartz Creek, MI 48473

Coverage Afforded:

Michigan Municipal League Liability and Property Pool
1675 Green Road
P.O. Box 1487
Ann Arbor, MI 48106-1487

Name and Address of Service Provider:

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
General Liability Automobile Liability Other	MML001107825	07/01/2012	\$10,000,000 Bodily Injury & Property Damage Combined Single Limit

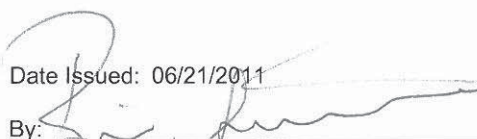
Description of Operations/Locations/Vehicles:

Certificate Holder Additional Insured solely with respect to: Farmers Market to be held on Sundays during the months of May to October located at 8048 Miller Rd., Swartz Crkk, MI 48473.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

Dave Kunz
8048 Miller Rd.
Swartz Creek, MI 48473

Date Issued: 06/21/2011
By: 
Authorized Representative

GASB 54 – Fund Balance Reporting and Governmental Fund Type Definitions

The objective of this Statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions. This Statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds.

Background

The GASB's original intention was to clear up confusion regarding the relationship between reserved fund balance and restricted net assets. However, the GASB's research revealed that the existing standards guiding fund balance reporting were being interpreted inconsistently by different governments. Consequently, the fund balance information reported by many governments also was inconsistent. It also became clear that the understandability of fund balance information was affected and that financial statement users were unable to readily interpret reported fund balance information.

The GASB considered pursuing a solely educational approach to these issues. However, it became apparent based on interviews and survey results that, even if all governments interpreted the requirements consistently, the resulting information would not meet the needs of people who use fund balance information to identify available resources and assess liquidity and financial flexibility.

This statement will require a significant shift in all of our thinking!

Scope and Applicability

This pronouncement only impacts the governmental fund-based statements. There is no impact on the government-wide statements, proprietary funds, or fiduciary funds.

The pronouncement is effective for **periods beginning after June 15, 2010** (so for 6/30/2011, 9/30/2011, 12/31/2011 or 3/31/2012 year ends)). Early implementation is permitted.

Retroactive restatement is required for all periods presented, although there is an exception for the statistical section.

Governmental Fund Balance Classifications

The current classifications of fund balance – designated, reserved and unreserved – are being replaced by five new components. These components – nonspendable, restricted, committed, assigned and unassigned – will require governments to report based on the relative strength of the spending constraints placed on the purposes for which resources can be used.

- Nonspendable fund balance—amounts that are not in a spendable form (such as inventory and prepaids; or noncurrent receivables) or are legally or contractually required to be maintained intact (such as the corpus of a permanent fund)

- Restricted fund balance—amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation. You'll note that this definition is the same as restricted net assets. There could still be differences between restricted fund balance and restricted net assets (because of modified accrual v. full accrual), but the concepts are the same.
- Committed fund balance—amounts constrained to specific purposes by formal action of the governing body (or the highest level of decision-making authority). To be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint. The constraint should not be indirect or implied – it should be explicit and specific written action (implied constraints would fall to the next category, assigned). In contrast with restricted amounts, commitments are not legally enforceable and can be lifted by the government itself.
- Assigned fund balance—an amount a government intends to use for a specific purpose; intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority. You'll notice that assigned fund balance is very similar to committed fund balance; however, assigned fund balance expresses an intent that is somewhat less restrictive than committed fund balance because:
 - It generally shows intent to use resources in a particular way rather than a requirement to do so;
 - The governing body's action to create the commitment can be more indirect or implied – it does not require a clear, written action. (for instance, it could be the creation of a budget where that action implies that the governing body intends to use those resources in a certain way)
 - The governing body may formally delegate this authority to an individual or group
- Unassigned fund balance—amounts that are available for any purpose (basically anything that doesn't fall into one of the other four categories above). Unassigned fund balance will only be reported in the general fund (although there is an exception with negative unassigned fund balance that can be reported in other funds).

Additional considerations

Prior to GASB 54, many special revenue funds would report their fund balance as "unreserved and undesignated", even though there may have been legal restrictions on how those fund may be spent. This is because the focus used to be on constraints on fund balance relative to the fund it was reported in (for example, the fund balance of the Major Streets fund may only be spent on Major streets – I know that from the title of the column heading, so you don't need to also report it as Reserved fund balance). The limitation on the use of those resources, if not narrower than the fund itself, would not have resulted in a reservation prior to GASB 54. However, GASB 54 disregards the fund name that an activity is reported in, and reports a constraint for any amounts that are not available to the government for general purpose spending. As a result, many special revenue funds will show their fund balances in this "restricted" category.

Fund balance to be used in the next fiscal year to balance the budget should be classified as assigned (reduced by any amounts already counted as restricted or committed); in the past, this would have been shown as "designated for subsequent year's budget".

Prior to GASB 54, often a city manager or finance director would create a list of fund balance designations. Going forward, it might still be possible for that individual to create a list of fund balance assignments, but only if that authority has been formally delegated by the governing body.

Special revenue funds, capital project funds, and debt service fund should generally report all fund balance as restricted, committed, or assigned, and a zero for unassigned (however, refer to the limitation below regarding requirements for special revenue funds) This is because when a government transfers resources from the general fund to another governmental fund, it is communicating that, at a minimum, it intends to use those resources for the purpose of the fund receiving them. This expression of intent meets the requirements for classification as assigned fund balance. However, if a government spends more on a specific purpose than the resources available for that purpose in the fund, then it may need to report a negative amount as unassigned fund balance. If a government cannot cover the deficit with amounts assigned to other purposes in that fund, then the remaining deficit should be reported on the unassigned fund balance line.

Reserves for encumbrances can no longer be reported as a separate line on the balance sheet. If a community is utilizing encumbrance accounting to control expenditures (i.e., if they generally report both expenditures and encumbrances against budgeted appropriations), then encumbrances should be considered at least an assignment (per ¶24 of GASB 54). We need to be very careful not to double-count here, since the payment source for the encumbered amounts may already be counted as restricted, committed or assigned; we would need to back out any of those amounts already counted. In addition, it would be inappropriate to report the residual balance as "Assigned for encumbrances" – we will need to report the balance by the specific purposes for which amounts are encumbered (per Q&A Z.54.27)

Application of Fund Balance Classifications

The following is a discussion of the types of balances we would expect to see in each of the categories:

1. Nonspendable:
 - a. Prepaids
 - b. Inventory
 - c. Receivables (including interfunds) that are (a) not offset by deferred revenue; and (b) not expected to be collected within the next 12 months

Note that long-term receivables and property held for resale should not be included in the calculation of nonspendable fund balance if the proceeds from their collection or sale are restricted, committed, or assigned.

2. Restricted:
 - a. Act 51, major and local street fund balances
 - b. Special voted tax levies, residual fund balance
 - c. Grant funds' fund balance
 - d. Fund balance from any other fund/ source that results from a legally restricted resource
 - e. Unspent bond proceeds (assuming the bond ordinance promises for those proceeds to be used solely to complete the project)
 - f. Budget stabilization fund balance (see discussion below; may fall into committed)
3. Committed
 - a. Specific, formal actions of the governing body (the action should be prior to the balance sheet date)
4. Assigned:
 - a. Next year's budget shortfall (less the amounts to be funded via restricted or committed resources)
 - b. Encumbrances (if the community uses encumbrance accounting):
 - i. Need to reduce this by the amounts to be funded via restricted or committed resources
 - ii. Need to display this by specific purpose (can't just call it "encumbrances" per Q&A Z.54.27)
 - c. List of intended uses of fund balance, created by the governing body or, if they have formally delegated the authority, by the individual with authority

5. Unassigned:
 - a. All remaining fund balance in the General Fund
 - b. Negative residual fund balance in SR, CP or DS funds.

Governmental Fund Type Definitions

GASB 54 revises the definition of special revenue funds and clarifies the definition of both debt service and capital project fund types. The most significant change with these definitions will likely occur in reporting special revenue funds going forward, particularly because there has been so much variation in the past in how these fund types were used.

- Special revenue fund – used to account for and report the proceeds of specific revenue sources that are **restricted** or **committed** to expenditure for specific purposes other than capital or debt. This definition includes the following elements:
 - The resources must come from outside the government (reported as a revenue) rather than from interfund transfers;
 - The revenue sources must be restricted or committed (using the same definitions as above) – not assigned.

As a result, an improvement revolving fund or a public improvement fund will most likely no longer meet the definition of a special revenue fund (although they both seem to meet the definition of a capital projects fund, below). Additionally, budget stabilization funds will generally now be reported in the general fund, as they most likely will not meet the definition of a special revenue fund. In Michigan, P.A. 30 of 1978 directs that budget stabilization funds may not legally be used unless it is to meet a budget shortfall or a natural disaster; therefore, it will likely meet the definition of restricted.

Special revenue funds, in addition to having restricted or committed dollars, could also contain assigned amounts, if those dollars are assigned to the specific purposes of that fund (for example, like interest income or interfund transfers). However, a special revenue fund can only stay as such if the restricted or committed revenue sources represent a substantial portion of the fund's total inflows going forward.

- Capital projects fund – used to account for and report financial resources that are restricted, committed or assigned to expenditure for capital outlays. This is a much broader definition than the prior definition, which limited a capital projects fund to account for only major capital facilities (many governments didn't limit the use to just that either!).
- Debt service funds – used to account for and report financial resources that are restricted, committed or assigned to expenditure for principal and interest.
- Permanent funds – used to account for and report resources that are restricted to the extent only earning, not principal, may be used for purposes that support the reporting government's programs

In practice, not much will change in how our clients utilize the capital projects, debt service or permanent funds.

Internal accounting records

GASB 54 affects only the REPORTING of governmental funds in the basic f/s prepared in conformity with GAAP. Governments may continue to use any funds they choose for internal accounting or special reporting purposes. For instance, a client may continue to retain a separate general ledger for its budget stabilization fund, and continue to budget for it separately from the General Fund. However for financial reporting it would then be combined with the General Fund (and its fund balance typically reported as committed).

Disclosures

Until GASB 54 is adopted, our clients should include in the footnotes a disclosure about this upcoming accounting pronouncement. Here is an example disclosure for this purpose:

In March 2009, the GASB issued Statement No. 54, *Fund Balance Reporting and Governmental Fund-type Definitions*. The objective of this Statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions. This Statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Under this standard, the fund balance classifications of reserved, designated and unreserved will be replaced with five new classifications: nonspendable, restricted, committed, assigned and unassigned. The (City)/(Township) is currently evaluating the impact this standard will have on the financial statements when adopted. [*if applicable*: Upon adoption of this statement, we expect to report the budget stabilization fund as a component of the General Fund.{Add mention of other changes that are anticipated when GASB 54 becomes effective}.] The (City)/(Township) will implement Statement No. 54 beginning with the fiscal year ended _____.

When implemented, GASB 54 will require:

- Disclosure of the details regarding the purposes of restrictions, commitments, and assignments, if the required level of details isn't otherwise displayed on the face of the statements.
- The decision-making authority and formal action, if any, that results in commitments of fund balance
- The bodies or person with the authority to express intended uses of resources that result in assigned fund balance
- The order in which a government assumes restricted, committed, assigned and unassigned amounts are spent when amounts in more than one classification are available for a particular purpose
- Information about minimum fund balance policies, if any
- The purposes for each major special revenue fund, identifying which revenues and other resources are reported in each of those funds

In addition, there are some additional disclosures of stabilization arrangements and minimum fund balance policies, when applicable.

It is helpful to note that GASB 54 does not require the adoption of any new policies or procedures – it merely requires disclosures of the policies and procedures that are in place.

City of Swartz Creek
 GASB 54 Analysis

2010 Statements		2011 Statements	Funding Source
General Fund			
55,163	Reserved for prepaid items	Nonspendable	
18,126	Unreserved : Designated for subsequent year's expenditures	Assigned: Subsequent year's appropriation	
1,132,376	Undesignated	Unassigned	
Major Streets			
945,000	Reserved for: Streets	Restricted: Streets	Grants, ACT 51, Local Donations-external
584,822	Undesignated	Restricted: Streets	
Local Streets			
151,258	Unreserved : Designated for subsequent year's expenditures	Restricted: Streets	ACT 51 - external
16,087	Undesignated		
Garbage Collection			
39,258	Unreserved : Designated for subsequent year's expenditures	Restricted: Garbage Collection	Property tax-external
498,024	Undesignated		
Drug Enforcement			
9,703	Designated	Restricted: Public safety	Fines and forfeitures-external
4,337	Undesignated	Restricted: Public safety	
Special Assessment			
36,811	Undesignated	Restricted	Special assessment levy-external - special assessment collections related to sidewalks and weed collection
Fire capital projects fund		Either need to be committed or assigned in order to keep as a CPF	appears monies have been transferred in from GF

GASB No. 54 - Last Call For Action!

4/15/2011

GASB No. 54 – “Fund Balance Reporting and Governmental Fund Type Definitions” is effective for your 2010-2011 fiscal year. GASB No. 54 clarifies the definition of fund types and requires fund balances to be classified into new categories based on the level of availability for discretionary spending. In order to have a smooth transition to the new standard, there are several steps you should take prior to June 30, 2011.

Changes to Special Revenue Fund Type

GASB No. 54 now prescribes special revenue fund reporting only for specific activities where a restricted or committed revenue source comprises a substantial portion of the fund’s resources, and are expected to continue to do so in the future. Under this definition, it is clear that most athletics funds no longer qualify for special revenue fund treatment. The Michigan Department of Education has revised the 1022 Manual to now include athletic activities as part of the general fund coding structure. Districts should review their other special revenue funds to ensure these funds continue to warrant this treatment.

In order to transition the athletics activities to the general fund, consider the following tasks:

General ledger coding will need revision to eliminate the athletics fund and expand the general fund codes to capture these activities

Program codes and special reports may need to be developed to provide management information on the athletics activities

Budgets for the special revenue and general funds may need amendments to reflect this new treatment

Opening fund balance in the general fund at July 1, 2010, may need modification to incorporate any June 30, 2010, fund balance remaining in the old collapsed funds

Fund Balance Definitions

GASB No. 54 eliminates the current use of the terms “reserved” and “designated” in the reporting of fund balance, and replaces those terms with five new categories for segregating fund balance.

Following are the new categories and related definitions to be used for describing the components of your fund balance:

Non-spendable – Includes amounts either not in spendable form or legally or contractually required to be maintained intact. This would include inventory, prepaids, and non-current receivables.

Restricted – Reflects the same definition as restricted net assets: constraints placed on the use of amounts are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or imposed by law through constitutional provisions or enabling legislation. This would generally include amounts in bonded capital projects funds, debt service funds, and cafeteria and center program funds funded with federal program dollars.

Committed — Includes amounts that are committed for specific purposes by formal action of the school board. Amounts classified as “committed” are not subject to legal enforceability like restricted fund balance; however, those amounts cannot be used for any other purpose unless the board removes or changes the limitation by taking the same form of action it employed to previously impose the limitation.

Assigned — Amounts that are intended by the district to be used for specific purposes, but are neither restricted nor limited, should be reported as assigned fund balance. Intent should be expressed by the

New Guidance

GASB Comprehensive Implementation Guide

133

Fund balance v. net assets (Z.54.1)

- Three classifications of *unrestricted fund balance*
 - Committed
 - Assigned
 - Unassigned
- *Not applicable to unrestricted net assets*

134

Special Revenue Funds

- Foundation = restricted or committed revenue
- Additional resources may be added
 - Revenue source must remain a substantial portion of inflows

131

Capital Project Funds

- Capital outlays
 - Acquisition or construction of capital facilities
 - Acquisition or construction of other capital assets

132

Stabilization arrangements

- Limits on the circumstances of spending (rather than the purpose of spending)
 - Restricted or committed fund balance
 - Circumstances must be sufficiently specific
 - Circumstances must be nonroutine
 - Otherwise *unassigned* fund balance
 - Never assigned fund balance

129

Appropriated fund balance

- Use a portion of existing fund balance to bridge an anticipated gap between appropriations and estimated revenues in the next budget period
 - Assigned fund balance
 - Limited to amount of gap

130

Categories representing spending constraints

- Restricted fund balance
 - Externally enforceable legal restrictions
- Committed fund balance
 - Constraint formally imposed at highest level
 - Action taken by end of reporting period
- Assigned fund balance
 - Authority may be designated/less formal
 - Action may be taken after reporting date

127

Unassigned fund balance

- Positive balance only in general fund

128

Components of fund balance

- Five potential categories
 - Nonspendable fund balance
 - Restricted fund balance
 - Committed fund balance
 - Assigned fund balance
 - Unassigned fund balance

125

Nonspendable fund balance

- Not spendable in form
 - Cannot ever be spent
 - Cannot currently be spent
 - Assuming no constraint on use of proceeds
- Legal requirement to maintain intact

126

Scope and effective date

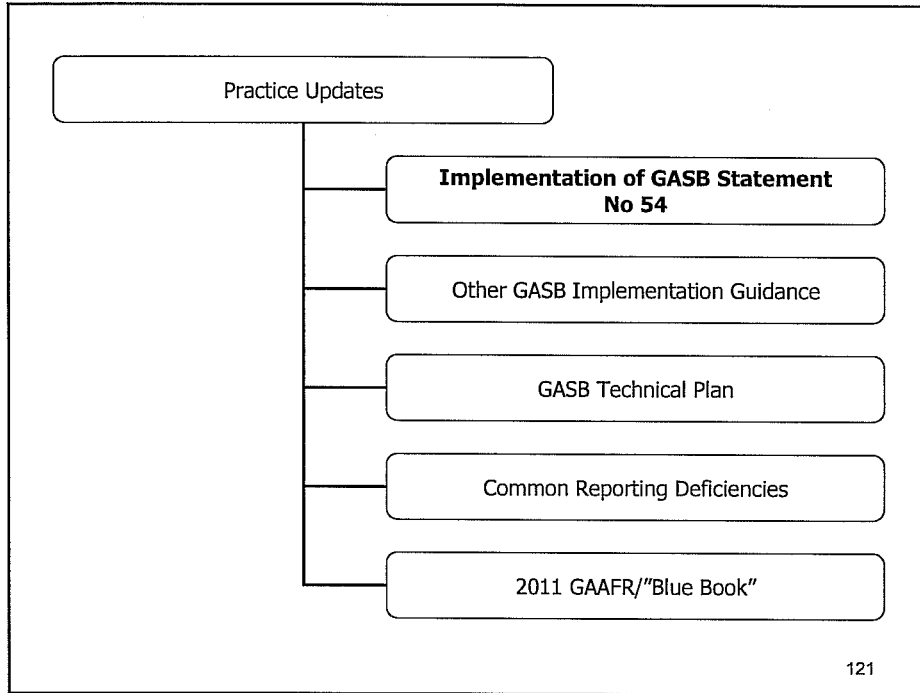
- Scope
 - Changes how fund balance is presented
 - Clarifies use of governmental fund types
- Effective date
 - Fiscal period ending 6/30/11

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Focus of fund balance classification

- Constraints on the use of resources
- Source of constraint

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Review of GASB Statement No. 54

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ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention.sm

June 24, 2011

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

RE: Miller Road Pavement Repairs

Dear Mr. Bueche:

On June 16, 2011, I met with Tom Svrcsek to discuss additional pavement repairs to the Miller Road corridor. Mr. Svrcsek identified 128 square yards of repairs between Elms Road and the west-bound ramp of I-69 that he would like to include with the Miller Road project. We have calculated the cost per square yard for repair work based on the contractor's unit prices (see attached), based on this, we estimate the total cost for these repairs to be \$16,099.84.

If you have any questions, please feel free to contact me at our corporate office.

Sincerely,
ROWE INCORPORATED

Louis P. Fleury, P.E.
Project Manager

R:\Projects\10C0155\miller road repairs.doc

CITY OF SWARTZ CREEK

Miller Road Repairs

**CONTRACT BID PRICE**

23-Jun-11

Contract cost for performing pavement repairs (per square yard)

WORK DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
Contract Items (4' x 12' repair)				
Pavement Removal	5.33	SYD	\$26.00	\$138.58
Lane Tie, Anchored	4	EA	\$4.00	\$16.00
Crg Joint	12	FT	\$9.00	\$108.00
Trg Joint	12	FT	\$9.00	\$108.00
Concrete Pavement Repair	5.33	SYD	\$45.00	\$239.85
Moving From Repair to Repair	1	LS	\$60.00	\$60.00
CONTRACT TOTAL				\$670.43
CONTRACT COST/SQUARE YARD				\$125.78

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:

	<i>Federal Funding</i>	<i>City Match</i>	<i>Total Project Cost</i>
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.

Paul Bueche

From: Chief Brent Cole [bdcole@scafd.com]
Sent: Tuesday, June 21, 2011 9:46 AM
To: Paul Bueche; 'Brian Sepanak'
Cc: 'Childers-Greg'; Rick Clolinger; 'Derby-Rick'; 'Hurt-Dave'; Johnson-Norvel; 'Messer-Mike'; 'Messer-Mike(MTA)'; 'Thornton-Ray'
Subject: Grass 27 Skid Unit Replacement
Attachments: FireboardSpecApproved062011.pdf

Dear Paul and Brian,

The Swartz Creek Area Fireboard approved to allow me to contact both the City of Swartz Creek and Charter Township of Clayton regarding replacement of the skid unit for Grass 27. Being an apparatus upgrade that will be transferrable to another vehicle in the future, with the potential to allow the funding to come from the Capital Improvement Fund Program (CIFP), approval from each municipality is warranted before requesting bids from vendors.

Below are justifications received from Captain Steve Tabit:

Reasons for replacement.

The tank is rusted beyond repair. It was determined last time it was patched that the whole bottom of the tank will have to be cut out and replaced next time a leak developed.

The interior of the tank is so full of rust and debris that the nozzles have to be completely disassembled after almost every use because they get plugged up. This debris can also cause damage to the interior of hose valves, pumps, and nozzles that cannot be detected until it's too late.

Firefighters have had to shut off the hose in the middle of fire suppression to swap out nozzles because they completely plug up, stopping the flow of water. This poses a safety concern and the possibility of additional property damage if the fire extends to an exposure and we can't stop it because of malfunctioning equipment.

The Honda pump is a trash pump that makes only about 65 psi.. This is not enough pressure to overcome all the corrosion and subsequent friction loss in the plumbing. This renders about 10 to 15 psi available at the nozzle on both booster lines (primary lines) and is not safe or suitable for an advancing brush fires. They are often used for extinguishing hot spots. Essentially the 2 booster reels are big heavy garden hoses that only put out about 10 to 15 GPM.

This unit will be completely transferrable into another truck (utility body preferred or standard bed pick up) in the future without any alterations or costs. This will translate into a cost savings measure when the time comes.

Also attached are the specifications approved by the Fireboard should both municipalities agree the expenditure can be funded out of the CIFP. The estimated cost, not counting shipping or installation may be approximately \$15,000.00. If a tractor can be used by the Swartz Creek DPS to unload and lift for installation, money will be saved there as well. If not, a wrecker would have to be hired for both operations since the unit will weight approximately 900 lbs.

I look forward to the meeting date this topic will be listed so I might attend to answer any questions. We are hoping to send out for bid by July 15, for opening at the August 15 Fireboard meeting. Once an

amount is determined, and the Fireboard approves, municipal approval will be requested to proceed with purchase.

The CIFP account balance is \$84,369.75.

Thank you for your consideration.

Sincerely,

Chief Brent Cole

The Swartz Creek Area Fire Department is requesting sealed bids for a slide in pump/tank unit for grass/field/brush fire operations.

Your proposal shall include freight/delivery charges to our location and must be valid for a minimum of 120 days. The proposal must also include warranty information and who will provide service to the unit in the event of needed repairs.

Any questions regarding this request for proposal shall be directed to Fire Chief Brent Cole at 810-635-2300 Monday thru Friday 8AM to 1PM within 3 days of your receipt of this request.

Sealed bids shall be received no later than August 9, 2011, via certified mail and will be opened at the Fire Board meeting scheduled for August 15, 2011.

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

The unit will be placed in service in a 1979 Dodge 1 ton dually. The truck has front 4500 GVWR and rear 7500 GVWR. The payload capacity is 4150 lbs. The truck is equipped with a utility body. The dimensions inside the body are 8ft 10 inches long, 4ft 1 inch wide and 24 inches high.

Any information that supports your compliance shall be included in your proposal. The unit shall meet all of the following requirements.

TANK	Compliance Yes	Compliance No
The tank and pump shall be mounted on a platform that allows for proper drainage and ventilation to prevent rust or corrosion to the truck body.		
The tank shall be a 300 gallon lifetime warranted baffled poly tank. There shall be baffles from side to side and front to back inside the water tank. The tank shall have a sump on the bottom of the tank for tank-to-pump plumbing or suction and be designed to allow the maximum amount of water to be used with losing prime. There shall be a 1 inch drain plug for the purpose of draining the tank, located at the rear. The tank shall have a combination fill tower / overflow pipe that allows proper venting of the tank during pumping and tank filling operations and will dump excess water. There shall be a 4 level 12V water gauge, (full, 3/4, 1/2, empty).		
The bottom of the tank shall be flat so no holes are required to be cut in the apparatus body.		

Engine and Pump	Compliance Yes	Compliance No
<p>The pump shall be a Waterous centrifugal capable of 150 gpm at 100 psi or as close as possible based on the pump model. The pump shall have two (2) 3 inch pressure gauges, 1 intake and 1 discharge mounted on the pump panel. It shall be driven by an air cooled, electric start, 4 stroke, Honda engine with recoil back up that has the appropriate horsepower to sufficiently operate the pump at its maximum gpm and psi ratings. It shall include and exhaust primer. The 12V power shall come from the vehicle's electrical system, and all cables, circuit breakers or fuses shall be included. The engine shall be mounted in a fashion that facilitates easy periodic maintenance including but not limited to oil and filter changes.</p>		
<p>The tank to pump (suction side of the pump) shall be plumbed with 2½ inch hose or flexible pipe capable of suction without collapsing and resist vibration. There shall be a 2½ inch quarter turn valve located between the tank and pump. This plumbing shall also serve as the pump inlet and terminate at the rear of the unit with a 2½ inch female NST swivel with cap and plug. This fitting shall have a screen to prevent debris from being taken into the pump or tank. There shall be a 2½ inch quarter turn valve located between the inlet and the pump to bypass the pump and directly fill the tank.</p>		
<p>The pump shall have the following discharges. There shall be one (1) 1 inch valve outlet that is plumbed to the hose reel. There shall be two (2) 1 inch valve outlets that terminate toward the rear of the unit with 1 inch male NST threads and cap and chain. There shall be one (1) 1 ½ inch valve outlet that terminates toward the rear of the unit with 1 ½ inch NST male threads and cap and chain. There shall be one (1) 1 inch valve discharge that is plumbed into the tank for the purpose of tank fill and pump cooling/recirculation.</p>		
Hose and Reel	Compliance Yes	Compliance No
<p>There shall be 1 pre-plumbed electric rewind reel on the top of the water tank mounted as close to the rear of the tank as possible. The reel shall have 3 way rollers to facilitate using the hose from the driver and passenger side of the vehicle. This reel shall be equipped with an electric shut off to prevent accidental rewind as well as a manual rewind feature in the event of electrical failure. The reel shall be plumbed from the pump to reel with 1 inch ID hose to prevent vibration from the engine/pump. There shall be 1 driver and 1 passenger side rewind switch included that can be mounted on the sides of the apparatus near the reel. The reel shall hold 150ft of 1 inch rubber booster hose with a 30 gpm adjustable pattern nozzle with a flush feature. The hose and nozzle shall have the appropriate 1inch NST fittings.</p>		

General	Compliance Yes	Compliance No
The unit shall be manufactured with hooks, eyes or any other means that facilitate raising and lowering the unit from above without any disassembly or damage.		
All valves shall be quarter turn FIRE SERVICE valves. Industrial valves are not acceptable.		
All internal plumbing and fittings shall be corrosion resistant. Any exposed metal shall be either painted or hard coat anodized to prevent external rust or corrosion.		
There shall be a minimum 3 gallon external fuel tank to supply the engine.		
There shall be (1) 12V utility light that illuminates the pump area.		
All valves and engine controls shall be labeled for easy identification. Engine controls shall be mounted on a pump panel made of stainless steel or aluminum and consist of throttle, choke, and start/stop switch. Intake and pressure gauges shall be mounted on this panel also.		
There shall be a hose bed mounted on the top front of the water tank that will allow stretching hose from the driver or passenger side of the vehicle. The hose bed shall be capable of holding 500 ft of 1 inch double jacketed forestry hose and cover the entire width of the water tank. If this hose bed will not fit on top of the tank from left to right, the hose reel may be offset towards the passenger side of the tank to allow room for a the hose bed (with same dimensions) to run from front to rear of the tank. This deviation must be noted in your proposal and the layout must be accepted by us to be considered compliant.		
The skid unit must be able to be transferred into another vehicle in the future whether it is another utility body or standard bed pick up truck without any modifications to the truck or skid unit.		



Michigan Senate approves bill to speed municipal service sharing

Published: Wednesday, June 22, 2011, 3:24 PM Updated: Wednesday, June 22, 2011, 3:24 PM



Peter Luke
By

Day 172: This is one in a series of posts assessing key developments during Gov. Rick Snyder's self-imposed 182 days to chart a new course for Michigan by July 1. For earlier posts go to mlive.com/stateofchange.



The 2012 **budget that Gov. Rick Snyder signed into law this week** replaces \$300 million in discretionary revenue sharing with a \$200 million pool of cash to be awarded to municipalities that adopt what the governor calls "best practices."

One of those practices is defined as consolidating or sharing local government services, such as through a regional authority. The Michigan Senate today approved a bill that makes it easier to do just that.

The bill allows, but doesn't require that the agreement to share or consolidate services, typically police and fire, be collectively bargained. And it leaves in place the collective bargaining rights of local unions after a service sharing contract has been approved.

But it removes from collective bargaining the decision of a municipality to pursue service sharing and with whom.

"This innovation in governance will accelerate the transformation for local government collaboration and cooperation," said Sen. Mark Jansen, R-Gaines Twp., the bill sponsor. "It will help local governments address calls to improve their efficiencies and service to their citizens."

The measure was supported by the Michigan Municipal League and police and fire unions. The Senate next week are expected to take action on a similar package of House bills with the expectation of final approval by the end of next week when the Legislature is scheduled to recess for the summer.

House bills scrap current law that says municipal employees moved into a service sharing agreement can't be made financially worse off through the consolidation, which city officials say has long been an impediment to cooperation.

Contact Peter Luke at (517) 487-8888 ext. 235 or e-mail him at pluke@boothmichigan.com.

SENATE BILL No. 493

June 16, 2011, Introduced by Senator MEEKHOF and referred to the Committee on Reforms, Restructuring and Reinventing.

A bill to amend 1947 PA 336, entitled

"An act to prohibit strikes by certain public employees; to provide review from disciplinary action with respect thereto; to provide for the mediation of grievances and the holding of elections; to declare and protect the rights and privileges of public employees; and to prescribe means of enforcement and penalties for the violation of the provisions of this act,"

by amending section 15 (MCL 423.215), as amended by 2011 PA 25.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 Sec. 15. (1) A public employer shall bargain collectively with
2 the representatives of its employees as described in section 11 and
3 may make and enter into collective bargaining agreements with those
4 representatives. Except as otherwise provided in this section, for
5 the purposes of this section, to bargain collectively is to perform
6 the mutual obligation of the employer and the representative of the

1 employees to meet at reasonable times and confer in good faith with
2 respect to wages, hours, and other terms and conditions of
3 employment, or to negotiate an agreement, or any question arising
4 under the agreement, and to execute a written contract, ordinance,
5 or resolution incorporating any agreement reached if requested by
6 either party, but this obligation does not compel either party to
7 agree to a proposal or make a concession.

8 (2) A public school employer has the responsibility,
9 authority, and right to manage and direct on behalf of the public
10 the operations and activities of the public schools under its
11 control.

12 (3) Collective bargaining between a public school employer and
13 a bargaining representative of its employees shall not include any
14 of the following subjects:

15 (a) Who is or will be the policyholder of an employee group
16 insurance benefit. This subdivision does not affect the duty to
17 bargain with respect to types and levels of benefits and coverages
18 for employee group insurance. A change or proposed change in a type
19 or to a level of benefit, policy specification, or coverage for
20 employee group insurance shall be bargained by the public school
21 employer and the bargaining representative before the change may
22 take effect.

23 (b) Establishment of the starting day for the school year and
24 of the amount of pupil contact time required to receive full state
25 school aid under section 1284 of the revised school code, 1976 PA
26 451, MCL 380.1284, and under section 101 of the state school aid
27 act of 1979, 1979 PA 94, MCL 388.1701.

1 (c) The composition of school improvement committees
2 established under section 1277 of the revised school code, 1976 PA
3 451, MCL 380.1277.

4 (d) The decision of whether or not to provide or allow
5 interdistrict or intradistrict open enrollment opportunity in a
6 school district or of which grade levels or schools in which to
7 allow such an open enrollment opportunity.

8 (e) The decision of whether or not to act as an authorizing
9 body to grant a contract to organize and operate 1 or more public
10 school academies under the revised school code, 1976 PA 451, MCL
11 380.1 to 380.1852.

12 (f) The decision of whether or not to contract with a third
13 party for 1 or more noninstructional support services; or the
14 procedures for obtaining the contract for noninstructional support
15 services other than bidding described in this subdivision; or the
16 identity of the third party; or the impact of the contract for
17 noninstructional support services on individual employees or the
18 bargaining unit. However, this subdivision applies only if the
19 bargaining unit that is providing the noninstructional support
20 services is given an opportunity to bid on the contract for the
21 noninstructional support services on an equal basis as other
22 bidders.

23 (g) The use of volunteers in providing services at its
24 schools.

25 (h) Decisions concerning use of experimental or pilot programs
26 and staffing of experimental or pilot programs and decisions
27 concerning use of technology to deliver educational programs and

1 services and staffing to provide the technology, or the impact of
2 these decisions on individual employees or the bargaining unit.

3 (i) Any compensation or additional work assignment intended to
4 reimburse an employee for or allow an employee to recover any
5 monetary penalty imposed under this act.

6 (4) Except as otherwise provided in subsection (3)(f), the
7 matters described in subsection (3) are prohibited subjects of
8 bargaining between a public school employer and a bargaining
9 representative of its employees, and, for the purposes of this act,
10 are within the sole authority of the public school employer to
11 decide.

12 (5) If a public school is placed in the state school
13 reform/redesign school district or is placed under a chief
14 executive officer under section 1280c of the revised school code,
15 1976 PA 451, MCL 380.1280c, then, for the purposes of collective
16 bargaining under this act, the state school reform/redesign officer
17 or the chief executive officer, as applicable, is the public school
18 employer of the public school employees of that public school for
19 as long as the public school is part of the state school
20 reform/redesign school district or operated by the chief executive
21 officer.

22 (6) A public school employer's collective bargaining duty
23 under this act and a collective bargaining agreement entered into
24 by a public school employer under this act are subject to all of
25 the following:

26 (a) Any effect on collective bargaining and any modification
27 of a collective bargaining agreement occurring under section 1280c

1 of the revised school code, 1976 PA 451, MCL 380.1280c.

2 (b) For a public school in which the superintendent of public
3 instruction implements 1 of the 4 school intervention models
4 described in section 1280c of the revised school code, 1976 PA 451,
5 MCL 380.1280c, if the school intervention model that is implemented
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7 collective bargaining agreement, any effect on collective
8 bargaining and any modification of a collective bargaining
9 agreement under that school intervention model.

10 (7) Each collective bargaining agreement entered into between
11 a public employer and public employees under this act after March
12 16, 2011 shall include a provision that allows an emergency manager
13 appointed under the local government and school district fiscal
14 accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, to reject,
15 modify, or terminate the collective bargaining agreement as
16 provided in the local government and school district fiscal
17 accountability act, 2011 PA 4, MCL 141.1501 to 141.1531. Provisions
18 required by this subsection are prohibited subjects of bargaining
19 under this act.

20 (8) Collective bargaining agreements under this act may be
21 rejected, modified, or terminated pursuant to the local government
22 and school district fiscal accountability act, 2011 PA 4, MCL
23 141.1501 to 141.1531. This act does not confer a right to bargain
24 that would infringe on the exercise of powers under the local
25 government and school district fiscal accountability act, 2011 PA
26 4, MCL 141.1501 to 141.1531.

27 (9) A unit of local government that enters into a consent

1 agreement under the local government and school district fiscal
2 accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, is not
3 subject to subsection (1) for the term of the consent agreement, as
4 provided in the local government and school district fiscal
5 accountability act, 2011 PA 4, MCL 141.1501 to 141.1531.

6 (10) If the charter of a city, village, or township with a
7 population of 500,000 or more specifies the selection of a retirant
8 member of the municipality's fire department, police department, or
9 fire and police department pension or retirement board, the method
10 of selection of that member is a prohibited subject of bargaining.

11 (11) A PUBLIC EMPLOYER'S DECISION TO CONSOLIDATE PUBLIC
12 EMPLOYERS OR PUBLIC SERVICES THROUGH A MERGER OR INTERLOCAL
13 AGREEMENT AS PERMITTED BY LAW AND A PUBLIC EMPLOYER'S DECISION TO
14 RENEGOTIATE AN EXISTING, APPLICABLE BARGAINING AGREEMENT UPON A
15 CONSOLIDATION ARE SOLELY AT THE DISCRETION OF THE PUBLIC EMPLOYER
16 AND ARE PROHIBITED SUBJECTS OF BARGAINING UNDER THIS ACT.

17 (12) EACH COLLECTIVE BARGAINING AGREEMENT ENTERED INTO BETWEEN
18 A PUBLIC EMPLOYER AND PUBLIC EMPLOYEES UNDER THIS ACT AFTER THE
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20 SHALL INCLUDE A PROVISION PERMITTING THE PUBLIC EMPLOYER TO
21 RENEGOTIATE AN EXISTING BARGAINING AGREEMENT AS TO AFFECTED PUBLIC
22 EMPLOYEES UPON CONSOLIDATION OF PUBLIC EMPLOYERS OR PUBLIC SERVICES
23 THROUGH MERGER OR INTERLOCAL AGREEMENT AS PERMITTED BY LAW.

HOUSE BILL No. 4777

June 16, 2011, Introduced by Rep. Opsommer and referred to the Committee on Local, Intergovernmental, and Regional Affairs.

A bill to amend 1947 PA 336, entitled

"An act to prohibit strikes by certain public employees; to provide review from disciplinary action with respect thereto; to provide for the mediation of grievances and the holding of elections; to declare and protect the rights and privileges of public employees; and to prescribe means of enforcement and penalties for the violation of the provisions of this act,"

by amending section 15 (MCL 423.215), as amended by 2011 PA 25.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

HOUSE BILL No. 4777

1 Sec. 15. (1) A public employer shall bargain collectively with
2 the representatives of its employees as described in section 11 and
3 may make and enter into collective bargaining agreements with those
4 representatives. Except as otherwise provided in this section, for
5 the purposes of this section, to bargain collectively is to perform
6 the mutual obligation of the employer and the representative of the

1 employees to meet at reasonable times and confer in good faith with
2 respect to wages, hours, and other terms and conditions of
3 employment, or to negotiate an agreement, or any question arising
4 under the agreement, and to execute a written contract, ordinance,
5 or resolution incorporating any agreement reached if requested by
6 either party, but this obligation does not compel either party to
7 agree to a proposal or make a concession.

8 (2) A public school employer has the responsibility,
9 authority, and right to manage and direct on behalf of the public
10 the operations and activities of the public schools under its
11 control.

12 (3) Collective bargaining between a public school employer and
13 a bargaining representative of its employees shall not include any
14 of the following subjects:

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18 for employee group insurance. A change or proposed change in a type
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22 take effect.

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Midland County judge declares medical marijuana unconstitutional

Posted: Monday, June 20, 2011 8:02 am

A Midland County judge has ruled the state's medical marijuana act is unconstitutional, with the opinion carrying the potential to set precedent if it survives a challenge that is sure to come in the Michigan Court of Appeals.

The opinion, penned last week by Midland County Circuit Court Judge Jonathan E. Lauderbach, addresses two separate cases regarding probation conditions and the use of medical marijuana.

“Whether this is good or bad public policy for Michigan is not for this court to decide,” he wrote of allowing medical marijuana use, explaining all the nation's courts are bound by the Supremacy Clause to be guided first by the U.S. Constitution and federal laws. That means even if defendants prove they are seriously ill and use medical marijuana to ease their symptoms, Lauderbach would conclude the Michigan Medical Marijuana Act of 2008 is unconstitutional and “therefore must be declared to be “without effect,”” his opinion states.

The cases behind the decision

The defendants in the cases at hand, Jonathon Murray Finney, 29, and Todd Alan VanWert, 46, both of Midland, have already been sentenced for offenses including marijuana possession, and each entered the muddy legal battle over medical marijuana usage in different ways related to probation.

Finney was brought before Lauderbach for a probation violation hearing, which court documents list as twice testing positive for marijuana use after he was prohibited from doing so by a probation condition against drug use. On the same day his probation violation hearing was conducted, his attorney, Edward M. Czuprynski of Bay City, presented Lauderbach with a motion requesting modification of Finney's probation conditions to allow him to use medical marijuana.

In VanWert's case, Czuprynski filed the motion asking for probation condition modifications before the sentencing hearing.

Czuprynski presented copies of medical marijuana cards possessed by both Finney and VanWert and cited a section of the act stating qualifying patients are protected from arrest and prosecution, and are not to be denied any right or privilege providing they follow the act's provisions.

“Modification of the defendant's probation terms ... is needed and necessary to put him in compliance with the probation this court has ordered while exercising his legal right to use medical marijuana as permitted by law,” Czuprynski wrote in the motions.

Assistant Midland County Prosecutor Richard Dresser answered Czuprynski's motion in Finney's case, stating judges routinely "order defendants to refrain from doing things that would otherwise be lawful," like consuming alcohol, entering bars, or possessing weapons including firearms. He cited the decision of a Cass County Circuit Court judge who found a defendant who possessed a medical marijuana card and used marijuana did indeed violate her probation terms by doing so, at the same time pointing out the ruling does not set binding precedent.

"While it may not be a violation of Michigan law for a person issued a medical marijuana card to possess or use marijuana, it is still a violation of federal law," Dresser wrote, presenting the federal case U.S. vs. Hicks, in which Judge Lawrence P. Zatkoff decided a defendant who used medical marijuana violated supervised release conditions by doing so. Zatkoff also wrote even if marijuana possession were legal, it would still have been a violation of the defendant's supervised release conditions.

Czuprynski, in a reply to Dresser's answer and brief supporting his reply, stated the use of medical marijuana by probationers is different from other probation terms because a doctor recommends its use, and courts must respect the relationship between doctors and their patients. He added probationers continue to use prescribed controlled substances while on probation. To further support the point, Czuprynski cited guidelines from U.S. Attorney General Eric Holder that directs federal prosecutors not to prosecute individuals whose actions comply with existing state medical marijuana laws, but rather prosecute those whose actions clearly do not comply. That means Finney is exempt from federal prosecution because of Holder's directive, so the court is without legal authority to prohibit his use of medical marijuana while on probation, Czuprynski wrote.

"A court simply has no authority to prohibit a probationer from using medical marijuana once a doctor recommends its medical use," Czuprynski wrote, later pointing out decisions of federal courts are not binding on state courts. "Moreover, this court must not interfere with the doctor-patient relationship and impose its judgment on what the best course of treatment for a patient is."

Other prongs of Czuprynski's arguments include the medical marijuana act is not superseded by the state act addressing probation or its condition to obey federal laws, Finney's due process rights will be violated if the court interprets the federal Controlled Substances Act to control over the Michigan Medical Marihuana Act, that federal law does not preempt the medical marijuana act, and that prohibiting Finney from using medical marijuana would constitute an unauthorized practice of medicine.

In his opinion, Lauderbach denied both motions to modify probation conditions, and found Finney did in fact violate his probation terms by using marijuana when he was not to use any drugs.

The opinion

The bulk of the 27-page opinion, which was filed on June 8, lays out the rationale for Lauderbach's decision regarding the probation conditions and violation, beginning with the history of the cases of Finney and VanWert. It concludes that the medical marijuana act is unconstitutional.

In Finney's case, he did not deny using marijuana during the testing period, but rather stated he was allowed to use it under the medical marijuana act. Finney is employed as the caregiver for another man who uses medical marijuana, who testified he is confined to a wheelchair and that Finney does everything for him.

The opinion also contains transcripts from a court hearing during which Lauderbach questions VanWert, learning he first visited Ruth Ann Buck, an area doctor facing federal drug charges for issuing 1,870 medical marijuana certifications to non-debilitated patients, and later a doctor in Cadillac, to obtain a referral for a medical marijuana card. VanWert told Lauderbach he avoided the doctor he regularly saw because he believed that doctor would ask him to leave or prescribe him a narcotic when asked for a medical marijuana certification.

Finney and VanWert both state they suffer from migraine headaches, and Finney also has other medical conditions that interfere with strenuous activity including problems with bones, joints and muscles. VanWert's certification papers, which are included in court documents, state he has problems with his knees, hands and wrists. Court documents state Finney acknowledged in a presentence interview that he began using marijuana when he was 16, and VanWert acknowledged using marijuana one to two times weekly between 1984 and 2000, then resuming in May 2010.

Lauderbach found though each defendant argued he was a "qualifying patient" under the act, neither could meet the requirements the act lays out in order to be deemed so — including a "bona fide physician-patient relationship and the existence of a serious or debilitating medical condition," he wrote, adding the court cannot "turn a blind eye to the context in which they received their registry identification cards."

Both men's past use of marijuana and the finding that neither received a recommendation from their regular doctor led to Lauderbach deeming appropriate a condition prohibiting use and possession in this case as in any other case where the court orders probationers to refrain from doing something they might otherwise be legally entitled to do, the opinion states.

"This court is required to prohibit Mr. Finney and Mr. VanWert from violating federal law and accordingly must order them not to use marijuana for any purpose," the opinion states.

When taking up the probation violations filed against Finney, Lauderbach found prosecutors proved by a preponderance of evidence that Finney used marijuana on the dates in question.

Reaction

“We’re were very pleased with the opinion,” Midland County Prosecutor Mike Carpenter said, adding it is well thought out and is binding only in Midland County unless other chief circuit court judges adopt it in their jurisdictions or if it is affirmed by the Court of Appeals.

Carpenter and other attorneys across the state also are watching for a Court of Appeals decision in an Isabella County case regarding marijuana dispensaries, called *People vs. McQueen*.

“Once we have that, we will decide on how to proceed with enforcing laws,” Carpenter said. “The Medical Marihuana Act was horribly written,” he said, calling it a “Trojan horse to create exactly what we have, which is chaos.”

Simply verifying if a person is a card holder is one of the fundamental problems rendered for law enforcement and prosecutors, he said, adding the Department of Health can only verify if a person is a card holder by name if contacted during regular business hours and given a name. The cards themselves do not show photos of the card holders, so officials have no way to verify if the card holder is indeed the person holding it under the restraints of the act.

Messages left for Czuprynski were not returned.



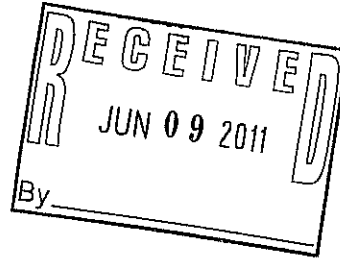
ROOM 223 – 1101 BEACH STREET

FLINT, MICHIGAN 48502-1470

TELEPHONE (810) 257-3010 FAX (810) 257-3185

JULIE A. HINTERMAN
DIRECTOR-COORDINATOR

June 6, 2011



Juanita Agullar, Clerk
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

Dear Ms. Agullar:

On May 25, 2011, the Genesee County Board of Commissioners voted to direct the Genesee County Metropolitan Planning Commission, which acts as the Designated Solid Waste Planning Agency for Genesee County, to perform an amendment to the Genesee County Solid Waste Management Plan complete with a full assessment of county recycling participation. The amendment will update areas of the current plan such as goals and objectives, facility descriptions of landfills, recycling centers and transfer centers, look at new program opportunities and include an assessment of recycling participation & quantities.

Throughout the plan amendment process, staff will be in contact with your municipality to discuss the plan update and to gather information related to solid waste in your area. Additionally, this fall, we will invite all the Local Units to meet and participate in a discussion regarding the Genesee County Solid Waste Plan Amendment.

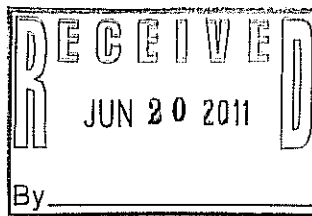
If you have any questions, please contact me at 810-766-6565 or email akerby@co.genesee.mi.us.

Sincerely,

Ann Marie Kerby, Associate Planner

cc: Paul Bueche, City Manager

AN EQUAL OPPORTUNITY ORGANIZATION



June 15, 2011

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

Dear Mr. Bueche:

Starting June 20, 2011, Comcast is changing the names of its video, Internet and voice services in Swartz Creek to XFINITY TV, XFINITY INTERNET and XFINITY VOICE.

XFINITY represents Comcast's tremendous investment in our network and products in Michigan to offer our subscribers more HD, more speed, more choices and more control than ever before. Our customers can enjoy the best entertainment and communications choices whenever they want, wherever they are and however they want.

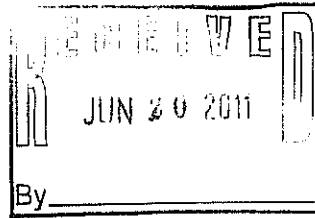
- **XFINITY TV** offers triple the HD channels, increasing to 5,000+ HD choices, and the best HD picture quality available, as well as 50 to 70 multi-cultural channels and approaching 20,000+ Video On Demand choices.
- **FANCAST XFINITY TV** offers thousands of movies, top shows and other content available online, at home or on the go.
- **XFINITY INTERNET** offers 50Mbps speeds with 100+ Mbps coming soon and even faster in the future.
- **XFINITY VOICE** which let our customers' TV, phone and Internet work seamlessly together in new and innovative ways.

While the names of our products are changing to XFINITY TV, XFINITY INTERNET and XFINITY VOICE, the Comcast name will not change. The names of any Comcast companies with which you have agreements, including franchise agreements, remain the same.

We are pleased to have this opportunity to introduce you to XFINITY TV, XFINITY INTERNET and XFINITY VOICE. If you have any questions or concerns regarding this matter, or any matter, please feel free to contact me at 586-883-7075.

Sincerely,

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



June 17, 2011

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

Dear Mr. Bueche:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to inform you of a notice that some of our customers will receive.

Customers currently subscribing to our Cable Latino package, which is no longer available to new subscribers, will receive the attached letter informing them of our MultiLatino package offering over 40 Hispanic programming channels. Please see the letter for specific details.

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

Sincerely,

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

Enclosure



June 16, 2011

Customer Name:
 [180] Street Name:
 [City, State 12345]

**ACTION
 REQUIRED:**
 IMPORTANT
 INFORMATION
 ABOUT YOUR
 CHANNEL LINEUP

Dear Valued Customer,

Great news! Comcast has recently launched additional Hispanic programming channels. Our new Hispanic service package is MultiLatino offering over 40 channels for just \$14.95 per month.

How does this impact you?

You have the opportunity to upgrade to the new MultiLatino package for the first two months at the same price you're paying for your current Hispanic programming package (\$9.95 per month). After the first two months, your price will revert to the new MultiLatino package price of \$14.95 per month. If you choose not to upgrade to MultiLatino, effective July 20, 2011, your current Cable Latino service will no longer be available and will be removed from your account. To sign up for this great offer and start enjoying all the new channels that MultiLatino offers, call 1-800-COMCAST today. Bilingual representatives are available to take your call.

With MultiLatino, here are the great channels you can enjoy:

<u>Network</u>	<u>Ch.</u>	<u>Network</u>	<u>Ch.</u>	<u>Network</u>	<u>Ch.</u>
Univision	*	Multimedios	618	Once TV.....	641
Discovery en Español.....	601	Gran Cine	620	SUR Peru.....	643
CNN en Español.....	602	Gol TV.....	622	TV Dominicana	644
Fox Deportes.....	603	Videorola.....	624	TeleFe	646
Caracol TV.....	604	TV Venezuela.....	625	Utilisma	647
MTV Tr3s	605	Teleformula	627	CBTV	648
History en Español	606	Sur.....	628	WAPA America	650
mun2	607	TVE.....	629	Galavision.....	651
CineLatino	608	TV Columbia.....	630	Ritmoson Latino	652
VeneMovies	609	TV Chile	631	Telehit	653
Cine Mexicano.....	610	Latele Novela.....	632	Bandamax	654
Telemundo	611	TBN Enlace.....	633	De Pelicula.....	655
ESPN Deportes	612	¡Sorpresa!	634	De Pelicula Clasico.....	656
HTV Musica	615	Mexicanal	636		
Ecuavisa	616	EWTN Español	637		
Canal 52 Mx	617	Mexico 22.....	639		

*Univision can be found on channel 50/56/64/98/657 depending on the channel lineup.

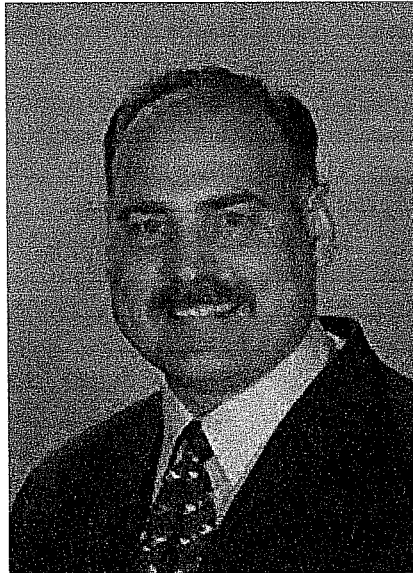
If you have any questions or would like to know more about Comcast products and services, please contact us at **1-800-COMCAST** (1-800-266-2278). Thank you for being our customer.

Sincerely,
 Comcast

Offer ends 7/20/11. Limited to MultiLatino service to a single outlet. Not available in all areas. After promotional period, or if any service is cancelled or downgraded, regular charges apply. Comcast's current monthly service charge for MultiLatino is \$14.95. Pricing subject to change. Equipment, installation, taxes and franchise fees extra. Certain services available separately or as part of other levels of service. Basic Service subscription required to receive other levels of service. Not all programming available in all areas. Call for restrictions and complete details. Comcast © 2011. All rights reserved.

Please join

State Senator John J. Gleason



for a Coffee Hour

at **Country Carriage Restaurant**
9237 Miller Rd, Swartz Creek (near Seymour Rd)

Monday, June 27th 9-10am