

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday October 10, 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 September 26, 2011 MOTION Pg. 8, 27-30
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 8
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 8, 2-7
 - 6B. Monthly Reports: [Police](#), [DPW](#) & [Check Ledger](#) Pg. 31, 42, 46
 - 6C. Springbrook Colony Water-Sewer Resolution (Agenda Item) Pg. 52-55
 - 6D. Park Board Minutes (Agenda Item) Pg. 56-58
 - 6E. Motor Pool Auction, Vehicles (Agenda Item) Pg. 59-65
 - 6F. Contracted Snow Removal Bids (Agenda Item) Pg. 66-78
 - 6G. Year End Fiscal, EVIP, Dashboard (Agenda Item) Pg. 79-85
 - 6H. Mr. Gildner Correspondence, MMMA Pg. 86-94
 - 6I. DDA Agenda Pg. 95-100
 - 6J. MPO Planning seminar Pg. 101-107
 - 6K. Consumer Energy Hearing Notice Pg. 108
 - 6L. Legislative Update Pg. 109-110
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Assessor's Contract Renewal RESO. Pg. 9, 9-23
 - 8B. Resolution of Acceptance, Springbrook Colony Agreement RESO. Pg. 24, 52-55
 - 8C. Park Fees, Increase RESO. Pg. 25, 56-58
 - 8D. Park Fees, Extend Reservation Policy RESO. Pg. 25, 56-58
 - 8E. Motor Pool Vehicle Auction RESO. Pg. 26, 59-65
 - 8F. Bid Award, Contracted Snow Removal RESO. Pg. 26, 66-78
 - 8G. 2010-2011 Year End Fiscal Status DISC. Pg. 79-85
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 October 10, 2011 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 7-October-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
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

- ✓ **COUNTY WWS ISSUES PENDING** (See Individual Category)
 - KAREGNONDI WATER AUTHORITY** (Status)
Pending.
 - SEWER I&I PENALTIES, REHABILITATION** (Status)
We approved Phase IV of the sewer rehabilitation project (Winshall Drive) at the meeting of July 25th, the cost being \$82,492.50. I'll keep the Council informed on progress.
 - SEWER USE ORDINANCE – INDUSTRIAL PRE-TREATMENT** (Status)
Pending effective date.

- ✓ **MARATHON REDEVELOPMENT PROJECT** (Status)
We are out to RFP bids for proposals. Here is an approximate time line:

RFP Issued	September 8, 2011
Pre-Bid Meeting	September 29, 2011 @ 4:00 p.m.
RFP Response Deadline	November 1, 2011 @ 4:00 p.m.
Presentations by Invitation:	To Be Announced
Council Selection:	November-December, 2011
Purchase Agreement:	December-January, 2011-2012
Planning Commission Site Plan:	January-February, 2012
Final Site Plan Approval, Develop Agreement Approval:	February-March, 2012
Commence Construction:	Spring, 2012

- ✓ **PERSONNEL & POLICIES & PROCEDURES** (Status)
As you may have noticed from tonight's agenda, things are eerily quiet. Back when we used to build things, this time of year was always swamped with contractor's trying to

get work in before the weather declined. We are winding down construction on the SAD's and have finished up the Miller Elms project, both of which were huge draws on time this summer. Having said this, this item and several others here are cleanup matters that I will try and finish before year's end.

✓ **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** (*Resolution*)

As a short re-cap, all our labor contracts are frozen. The POLC agreement has been frozen since January 2009, AFSCME since July 2008, the Supervisor's since July 2007 and the City Manager's since December 2004. 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.

The Assessor's Contract expires on October 31st. Included with tonight's agenda is a resolution to renew for the term of November 1, 2011 through October 31, 2012. The contract is unchanged with the exception of a compensation review at the six month period (May 1st). Although unlikely we will be in a position to afford any employee raises, in a sense of fairness I recommend we leave a wage re-opener in case of a windfall.

All our union contracts expire on June 30, 2012. As we all know, there are significant changes to labor law that will impact these contracts. I suspect the unions will be approaching the City prior to years end with requests to begin negotiations. I'll keep the Council posted

✓ **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 and it appears we are making progress. The contract expired April 1st; however, there is a roll-over clause that allows continuation. I hope to have a draft for Council review soon. Additionally, we have 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*)

The County is running the show on this subject. I'll take it off the radar and bring back developments, if any, when they occur.

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

The work has been completed and we are awaiting final construction billing. As we discussed at the last meeting, we'll continue to pay these from the 401 Capital Projects Fund. When all the construction invoices are paid and final reconciliation of actual expenses are complete, we'll invoice out the assessments, somewhere in the middle of November. Property owners will be given until April 2, 2012 to pay in advance. After that, the assessments will be divided into five equal payments and sent with the tax bills in June of 2012 through 2016. After the deadline for advance payment and final reconciliation, we'll be back for a Council resolution for final fund distribution.

Here is an updated schedule:

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, and Directs Treasurer to Collect As Specified. City Clerk must attach warrant to the Special Assessment roll within 10 days. Resolute & Sign Construction Contract
Aug 29th - Oct 1st:	Construction
Late 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
June, 2016:	Last (5 th) Installment Due

On the side work, the contractor was unable to fit any additional work into their year-end schedule. We'll have to either bid the Fairchild-Miller, Winston-Miller and parking lots for the spring, or, look to tack it on another bid.

✓ **SIGN ORDINANCE** (*Status*)

Adam tells me that the date on this was extended to 2012 when we adopted our Appendix A. Either way, I'll have Mr. Zettel drop this into the Planning Commission for some idea gathering. The Council needs to voice their desires, if any, on the elevated sign sunset issue. I would prefer that everyone is headed in the same direction on this

(if that's possible), rather than pulling in different directions, as a matter of efficiency. Let me know if you have thoughts so we can guide the Planning Commission.

✓ **SHARED SERVICES INITIATIVE** (*Status*)

Both Mundy Township (6-1) and Flint Township (5-2) passed resolutions committing up to \$25k each to apply for a 50-50 grant with the MML's EVIP Program. The three units are gathering the required documents and will be submitting them as a package. If the grant is denied (possible due to limited funding), the next step would be to negotiate a price with either Plante-Moran or another of the MML recommended firms and return to each unit with a recommendation. I'll keep the Council informed on progress.

✓ **SCHOOL PERFORMING ARTS CENTER** (*Status*)

Pending.

✓ **SPRINGBROOK COLONY WATER-SEWER AGREEMENT** (*Resolution*)

In line with the agreement that Mr. Figura and the attorney representing Springbrook Colony Property Management Firm (Piper Realty) have arrived at, is one more resolution we need to adopt. This one will finalize the agreement, being the acceptance of the dedication. The resolution is included with tonight's program.

✓ **FEES & DELINQUENTS** (*Resolutions*)

The Park Board has recommended changes in the fee structure, as follows:

ELMS PARK (*Proposed Fees*)

Pavilion #1	Resident: \$35 (\$35)	Non Resident: \$70 (\$50)
Pavilion #2	Resident: \$75 (\$75)	Non Resident: \$120 (\$100)
Pavilion #3	Resident: \$35 (\$20)	Non Resident: \$70 (\$35)
Pavilion #4	Resident: \$75 (\$75)	Non Resident: \$120 (\$100)

WINSHALL PARK (*Proposed Fees*)

Pavilion #1	Resident: \$35 (\$35)	Non Resident: \$70 (\$50)
Pavilion #2	Resident: \$35 (\$35)	Non Resident: \$70 (\$50)
Pavilion #3	Resident: \$35 (\$35)	Non Resident: \$70 (\$50)

**(~~Red~~) indicates old fees

In addition, the Park Board recommends we start applying fees to Friday's and weekday holidays. I have two resolutions, one for the fees and the other for the weekday holidays. In review, the fee structure needs very careful thought. As some of the Council may recall, Mr. Gildner has addressed this issue in the past. When we get down the road of a tiered structure, we need to guard against discrimination. The courts have been very clear in defining parks as wide open public places that are equally available to all, such as are our streets. They make no distinction between resident and non-resident. The proper way to do this would be to set up a ratio of use to expense and divide the expense equally between projected resident and non-resident applicants. The problem is that in order to cover all the expenses, the cost per use would have to be upwards from \$500. If the cost was set this high, the use would decline rapidly creating the need to further raise it. I recommend we do nothing with the rates. In no way do they begin to cover the cost of the expenses related to the parks. Widening the gap between residents and non-residents increases our justification substantially, if not beyond. Included is a resolution for approval with the staff recommendation for denial.

On the second resolution to extend the fees to Fridays and weekend holidays, Council choice. I have also included a non-refundable \$20 fee for any cancellation occurring prior to the reservation.

✓ **2010-2011 FISCAL YEAR AUDIT** (*Discussion*)

Field work on the audit has been completed. We are looking at the first meeting in November for Council presentation. Included with tonight's packet is a year end fund statement. Although it has not cleared the final audit, it should be very accurate. I've set this for a short discussion to review the figures.

✓ **STREET RE-STRIPING & SYMBOLS** (*Status*)

We are going to take the winter to review everything, inclusive of the cold plastic symbols, create a bid, and look to do the work when the weather breaks. These cold plastic symbols are expensive and the number we have seems to be growing by the year. Having said this, we're going to look at the cost-benefit of buying the heat application equipment to do the symbol's work in-house. We're also going to contact the high volume drives, such as Kroger, with costs to stripe and add CP Turn Arrows. The logic is to do everything in the early part of the summer which will go a long way in dressing up the appearance.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **MOTOR POOL VEHICLE AUCTION** (*Resolution*)

We have a handful of vehicles from the motor pool, both Police and DPW; we are looking to liquidate by auction. There is a municipal internet bid company that functions very similar to EBay, used by the State and a number of counties and local municipalities throughout the state. They are a national municipal bid site and have been around for quite a while. The company has become very popular for the sale of municipal owned vehicles and other property. The name of the company is Bid Corp and the site is at www.bidcorp.com. If you get time, go browse the site. Included with tonight's agenda is a resolution to sell five vehicles, two police cars, two pickup trucks and one dump truck via Bidcorp.

<i>Description</i>	<i>VIN #</i>	<i>Min Reserve</i>
2005 Ford Crown Vic 4Dr. Black Mileage: 79,753	2FAHP71W15X123346	
2006 Dodge Charger 4Dr. Black, Mileage: 73,576	2B3KA43G66H511112	
1992 Chevy Kodiak Dump Truck, Mileage: 19,131	1GBL7H1P7NJ101576	\$2,000
1991 Chevy GMT400 Pickup Truck, Mileage: 81,425	1GCFC24H3ME182508	\$1,000
1993 Chevy Pickup, Western Plow, Mileage: 79,507	1GCGK24K3PE205535	\$1,500

✓ **SNOW REMOVAL BIDS** (*Resolution*)

Included with tonight's packet are bid returns for contracted snow removal. As in years past, we run a two year bid process for the plowing of parking lots under our control. In addition to the ones we own, there is also the MDOT Park & Ride Lot we are under contract with the state to plow and salt under the Trunk line Agreement we have with them. Four bid packages were signed out with only two returned. I suspect that the companies that may be interested will not touch it due to Snappy's ultra low bid. The two bids are "Snappy" at \$343 total and "T" Lawncare at \$840 total. Snappy is the contractor for the last two years and have done satisfactory work. Staff recommends awarding the contract to Snappy at the low bid cost of \$343.

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 wall along the north side of the building has been repaired. We are looking at options on some of the other repairs around the site.
- ❑ *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.* Pricing has been presented to the committee. They are in the process of evaluating it.
- ❑ *Deteriorated Consumers' Light Poles, Winchester Village.* One has been removed and will be replaced with a wood pole light when Consumer's gets to it. The other has been deemed safe, at least for right now.
- ❑ *Kroger Ingress-Egress Striping & Turn Arrows.* See above under striping heading.
- ❑ *Relocate – Remove Drop Boxes, Kroger & Morrish Road Real Estate Office.* We have made calls on these with promises to remove them. The one at the abandoned real estate office will be picked up by our crews and discarded. We're still working on Kroger's.
- ❑ *Deteriorated Building, Morrish at CNA Crossing.* Pending.

**City of Swartz Creek
RESOLUTIONS**

Regular Council Meeting, Monday October 10, 2011 7:00 P.M.

Resolution No. 111010-4A MINUTES – SEPTEMBER 26, 2011

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held September 26, 2011 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 111010-5A AGENDA APPROVAL

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of October 10, 2011, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 111010-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager’s Report of October 10, 2011, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion by Councilmember: _____

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

**AGREEMENT FOR
PROFESSIONAL ASSESSOR SERVICES**

This Agreement (“Agreement”), made and entered into this 10th day of October, 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, **Landmark Appraisal Company**, G-3247 Beecher Road, Suite 800, Flint Michigan 48532 (“Landmark”).

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

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

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

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

SECTION I: BASIC SERVICES OF LANDMARK

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

1.1 General Duties:

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

1.2 Office Hours:

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

- A. Landmark shall devote at least one workday each week to maintaining office hours at the City offices for public appointments. The parties shall specifically agree upon a regular

schedule for the maintenance of such office hours. In the event Landmark is unable to be present for office hours on the appointed days, it shall notify the City of the fact as soon as is reasonably practicable and an alternative day shall be substituted.

- B. If the specified office days of Landmark fall on a day recognized as a holiday for City employees, then it will be recognized as a holiday by Landmark.

1.3 Public Relations/Customer Service:

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

1.4 New Construction/Loss Adjustment:

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

1.5 Economic Condition Factors (ECF):

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

1.6 "Proposal A" Requirements:

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

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

1.7 Assessment Roll Preparation and Records:

Landmark shall enter the assessments onto the Ad Valorem and Industrial Facilities Tax (IFT) assessment rolls and prepare the warrant authorizing the collection of taxes by the City Treasurer. Landmark, in cooperation with the City Treasurer, City Clerk and Finance Officer shall

also enter any delinquent City utility payments onto the appropriate rolls. Assessor shall prepare, obtain and maintain, as necessary or desirable, such property cards, photographs, measurements, sketches, records and documents to meet all requirements set by the City and/or the State of Michigan regarding such assessment rolls and shall organize same on a basis that will provide easy access and comprehension of the information contained in each respective file and regarding each respective roll. Such information shall be entered into the City's records system in a reasonable timely fashion.

1.8 Reports:

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

1.9 Board of Review:

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

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

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

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

1.10 Sales and Appraisal Studies:

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

1.11 Forms:

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

1.12 Defense of Appeals:

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

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

Landmark shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, filing necessary petitions, preparing and submitting such material, statistics and other information as is necessary to properly defend any such appeal,

and appearing at all hearings and meetings as are required for the purpose of defending said appeal. The City hereby authorizes Assessor to settle, where Landmark deems it appropriate or advisable, any appeal where the difference in SEV is \$150,000 or less. All the foregoing regarding appeals to the Small Claims Division is deemed to be included the services compensated pursuant to the terms and provisions of this Agreement. If, in the opinion of the City, additional outside consulting services are needed, the City shall be responsible for the cost of such services.

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

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

1.13 Reappraisal Program:

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

1.14 Personal Property Statements, Canvas and Audits:

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

1.15 Equalization Increases:

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

1.16 Land Division Applications:

Landmark shall work with and assist the City Zoning Administrator in reviewing property descriptions, land division and combination applications for compliancy with local ordinance and

the Michigan Land Division Act. Such combinations and divisions shall be placed on the assessment rolls in a timely fashion.

1.17 Assessor Certification:

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

1.18 Transportation and Equipment:

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

1.19 Indemnification/Employment:

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

1.20 Preparation of DDA and Reporting:

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

1.21 Assessor's Recommendations:

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

1.22 Security of Information:

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

1.23 Optional Services:

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

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

Landmark shall commence performance of the services herein required on November 1, 2011. Unless sooner terminated, this Agreement shall, by its terms, expire October 31, 2012.

2.2 Mutual Right of Termination:

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

2.3 Termination for Cause or Breach:

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

2.4 Notice of Termination:

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

2.5 Amendment/Renegotiation:

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

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

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

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

The City agrees to review this section on or about May 1, 2012 for an increase in compensation. Employee collective bargaining agreements with the City expire on June 30, 2012 and although no change in revenue is anticipated, the City will consider an increase along with negotiations of the collective bargaining agreements.

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

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

SECTION IV: CITY RESPONSIBILITIES

4.1 Basic Data:

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

4.2 Office Equipment:

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

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

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

4.3 Computer:

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

4.4 Map Maintenance/Tax Roll Printing:

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

4.5 Office Supplies:

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

4.6 Existing ECF Areas:

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

4.7 Preparation of DDA and Reporting:

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

4.8 Legal Counsel:

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

SECTION V: RE-APPRAISAL, NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

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

5.2 Implementation/Responsibility:

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

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between City and Assessor:

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

6.2 Indemnification/Insurance:

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

differences of opinion regarding the value of the subject property and if Landmark established the assessment pursuant to professional assessment standards. Said policies shall be in such minimum amounts as shall from time to time be acceptable to the City or as set by the City.

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

6.3 Non-Assignability:

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

6.4 Professional Standards:

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

6.5 Ownership of Documents:

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

6.6 Validity:

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

6.7 Survival:

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

6.8 Controlling Law/Venue:

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

6.9 Authorization:

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

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

CITY OF SWARTZ CREEK, MICHIGAN:

LANDMARK APPRAISAL CO:

By: _____
Richard Abrams, Mayor

By: _____
Mark R. MacDermaid, Partner

By: _____
Juanita Aguilar, City Clerk

Approved As To Form
By Richard J. Figura
City Attorney

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

CHAPTER 9. TAXATION*

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

Section 9.1. Power to tax--Tax limit.

The city shall have the power to assess taxes and to lay and collect rents, tolls, and excises. During the first five years of the existence of the city, the annual general ad valorem tax levy for municipal purposes shall not exceed one-half of one per cent (5 mills) of the assessed value of all real and personal property in the city as determined by the City's Assessor and Board of Review, or one-quarter of one per cent (2 1/2 mills) of such assessed value, as equalized by the State of

Michigan, as required by law, whichever basis of limitation will result in the lesser taxation upon the taxable property in the city. Thereafter, the levy shall not exceed one per cent of the said assessed value as determined by the City's Assessor and Board of Review, or one-half of one percent (5 mills) of such value as equalized by the State of Michigan, as required by law, whichever basis of limitation will result in the lesser taxation upon the taxable property in the city, unless the proposition to approve an increase above the tax rate so limited is first approved by the electors of the city. No such increase shall cause the total tax rate to exceed two per cent of the assessed value of all real and personal property in the city.

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

Section 9.2. Subjects of taxation--Tax procedure.

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

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

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

Section 9.3. Exemptions.

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

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

Section 9.4. Tax day.

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

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

Section 9.5. Personal property--Jeopardy assessment.

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

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

Section 9.6. Preparation of the assessment roll.

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

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

Section 9.7. Board of Review.

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

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

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

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

Section 9.8. Duties and functions of Board of Review.

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

Section 9.9. Meetings of Board of Review.

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

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

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

Section 9.10. Notice of meetings.

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

Section 9.11. Certification of roll.

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

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

Section 9.12. Validity of assessment roll.

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

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

Section 9.13. Clerk to certify levy.

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

Section 9.14. City tax roll.

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

Section 9.15. Taxes a debt and lien.

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

Section 9.16. Tax roll certified for collection.

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

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

Section 9.17. Tax payment date.

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

Section 9.18. Taxes due--Notification thereof.

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

Section 9.19. Tax payment schedule.

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

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

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

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

Section 9.21. State, county and school taxes.

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

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

Section 9.22. Protection of city lien.

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

Section 9.23. Collection of delinquent taxes.

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

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

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

returned to the County Treasurer are collected, in accordance with law, and shall be and remain a lien upon the property against which they are assessed until paid.

Section 9.24. Disposition of real property held by city.

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

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

RESOLUTION ACCEPTING DEDICATION OF WATER AND SANITARY SEWER UTILITIES, SPRINGBROOK COLONY

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek (“City”) and the Springbrook Colony Condominium (“Springbrook”), have entered into an agreement by which Springbrook agreed to dedicate the sanitary sewer and the water lines that run through Springbrook (“the Utility Systems”) to the public; and

WHEREAS, the Utility Systems are depicted in Exhibit A attached hereto; and

WHEREAS, the City has received repeated requests from the Michigan Department of Environmental Quality (DEQ) that it take over the operation and maintenance of the Utility Systems; and

WHEREAS, the City has agreed to accept such dedication and assume full responsibility for the operation and maintenance of the Utility Systems; and

WHEREAS, in partial acceptance for the City accepting such dedication, Springbrook has agreed to be responsible for any damage caused by such maintenance and repairs, including, but not limited to, damage to streets, curbs, gutters, drainage structures, sidewalks, driveways, lawns, gardens, etc., and has agreed to hold the City harmless thereon; and

WHEREAS, the board of directors for the Springbrook Colony Association (“Association”) has adopted a formal resolution dedicating the Utility Systems to the public, which resolution has been delivered to and received by the City; and

WHEREAS, the City has received a certification from legal counsel for Springbrook that the Association is legally authorized to make such dedication and that the resolution making such dedication was properly adopted by the board of directors of the Association and is valid and binding on it;

NOW, THEREFORE BE IT RESOLVED, that the City of Swartz Creek hereby accepts the dedication to and on behalf of the public of the sanitary sewer and the water systems within Springbrook as depicted in attached Exhibit A (the “Utility Systems”); and

BE IT FURTHER RESOLVED, that the City hereby fully incorporates the Utility Systems into the City water and sanitary sewer system for all purposes.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 111010-8C

PARK FEE ADJUSTMENTS

Motion by Councilmember: _____

I Move the City of Swartz Creek adopt new fee structures for advance reservation of pavilions in Elms and Winshall Parks, in accordance with the following tables:

ELMS PARK (Proposed Fees)

Pavilion #1	Resident: \$35 (\$35)	Non Resident: \$70 (\$50)
Pavilion #2	Resident: \$75 (\$75)	Non Resident: \$120 (\$100)
Pavilion #3	Resident: \$35 (\$20)	Non Resident: \$70 (\$35)
Pavilion #4	Resident: \$75 (\$75)	Non Resident: \$120 (\$100)

WINSHALL PARK (Proposed Fees)

Pavilion #1	Resident: \$35 (\$35)	Non Resident: \$70 (\$50)
Pavilion #2	Resident: \$35 (\$35)	Non Resident: \$70 (\$50)
Pavilion #3	Resident: \$35 (\$35)	Non Resident: \$70 (\$50)

******(Red) indicates old fees

Fees effective January 1, 2012.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 111010-8D

PARK FEE, EXTEND RESERVATION POLICY

Motion by Councilmember: _____

I Move the City of Swartz Creek extend the advance reservation policy for the use of Elms and Winshall Parks from Saturday and Sunday May through October, to Friday, Saturday, Sunday and Weekday Holidays, May through October, and further, provide for a non-refundable \$20 prior cancellation fee, said fee to be at the discretion of the staff.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 111010-8E

MOTOR POOL AUCTION, POLICE VEHICLES, PICKUP TRUCKS, DUMP TRUCK

Motion by Councilmember: _____

I Move the City of Swartz Creek authorize the internet auction, through Bidcorp, for the sale of the following vehicles:

<i>Description</i>	<i>VIN #</i>	<i>Min Reserve</i>
2005 Ford Crown Vic 4Dr. Black Mileage: 79,753	2FAHP71W15X123346	
2006 Dodge Charger 4Dr. Black, Mileage: 73,576	2B3KA43G66H511112	
1992 Chevy Kodiak Dump Truck, Mileage: 19,131	1GBL7H1P7NJ101576	\$2,000
1991 Chevy GMT400 Pickup Truck, Mileage: 81,425	1GCFC24H3ME182508	\$1,000
1993 Chevy Pickup, Western Plow, Mileage: 79,507	1GCGK24K3PE205535	\$1,500

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 111010-8F

BID AWARD, CONTRACTED SNOW REMOVAL

Motion by Councilmember: _____

I Move the City of Swartz Creek accept the low bid of \$343 total, for snow removal as per the specifications set forth in the bid package, and award the work to Snappy Lawn and Landscape of Grand Blanc Michigan, for a period ending May 1, 2013, with the stipulation that Snappy Lawn & Landscape enter into a contractor’s agreement with the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday September 26, 2011 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 9/26/2011

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

Invocation and Pledge of Allegiance to the Flag.

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

Councilmembers Absent: None.

Staff Present: City Manager Paul Bueche, DPW Director Tom Svrcek, City Clerk Juanita Aguilar.

Others Present: Boots Abrams, Bob Plumb, Tommy Butler, Rick Ballreich, Jim Florence, Shirley Oliver, Sharon Shumaker, Joe Perrault, Ron Schultz.

APPROVAL OF MINUTES

Resolution No. 110926-01

(Carried)

Motion by Councilmember Porath
Second by Councilmember Hurt

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting, held September 12, 2011, to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 110926-02

(Carried)

Motion by Mayor Pro-Tem Krueger
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the Agenda, as printed for the Regular Council Meeting of September 26, 2011, to be circulated and placed on file.

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

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 110926-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the City Manager's Report of September 26, 2011, to be circulated and placed on file.

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

Discussion Took Place.

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

MEETING OPENED TO THE PUBLIC:

Jim Florence, 4296 Springbrook, spoke about the library agreement from about 12 years ago. Mr. Florence spoke about the revised water/sewer agreement with Springbrook. Mr. Florence stated that he is not happy with the way the language is stated, although the Springbrook board approved it.

COUNCIL BUSINESS:

Springbrook-Heritage SAD Districts

(Discussion Topic)

City Manager Bueche gave a brief update on the project. Mr. Bueche spoke about a resolution to distribute the dollars to specific funds. Mr. Bueche recommended that the City wait until it has the reconciliation on the funds for the reasons of better bookkeeping and the lack of knowledge as to where some of the revenues are headed.

Springbrook Colony Water-Sewer Transfer Agreement

Resolution No. 110926-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Shumaker

WHEREAS, the City approved an agreement with the Springbrook Colony Association on March 28, 2011, that authorizes the transfer of the associations' water and sewer system to the City's public system, as follows:

**Utility Transfer Agreement, Springbrook Colony Condominium Association,
Water & Sanitary Sewer**

Resolution No. 110328-07

(Carried)

Motion by Councilmember Porath

Second by Councilmember Hurt

I Move the City of Swartz Creek enter into an agreement with the Springbrook Colony Condominium Association for the permanent transfer of the Associations water and sanitary sewer systems to the City, terms as set forth in the agreement, a copy of which is attached hereto, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City.

Discussion Ensued.

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

NO: Shumaker. Motion Declared Carried.

And, WHEREAS, counsel for the association has requested changes, such changes negotiated and approved by the City Attorney and the staff.

NOW, THEREFORE, I Move the City rescind Resolution #110328-07 and enter into a revised agreement with the Springbrook Colony Condominium Association for the permanent transfer of the Associations water and sanitary sewer systems to the City, terms as set forth in the revised agreement, a copy of which is attached hereto, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City.

Discussion Ensued.

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

NO: Shumaker. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

Shirley Oliver, 4413 Springbrook, the President of the Springbrook Association, thanked Mr. Bueche for explaining the change in the resolution.

Tommy Butler, 40 Somerset, questioned what was happening with the consolidation. Mr. Bueche advised that it is in the works.

REMARKS BY COUNCILMEMBERS:

Councilmember Hurt commented on the newspaper article and picture featuring Mayor Pro-Tem Krueger. Mr. Hurt stated that he was pleased to see the article.

Councilmember Shumaker spoke about the large pylon signs at Elms Road and I-69. Mr. Shumaker spoke about an article on a solid waste program in the Traverse City area and how they dropped their rates.

Councilmember Porath spoke about a Genesee County Planning Forum on November 4th and questioned if anyone from the City would be attending. Mr. Bueche advised that no one would be attending, as far as he knows. Mr. Porath commented on how the garbage is picked up now. Mr. Porath stated that he also liked the picture of Mayor Pro-Tem Krueger in the newspaper.

Mayor Pro-Tem Krueger spoke about attending the State Senate session.

Mayor Abrams spoke about the Genesee County Metro Planning Commission meeting being an annual event and that he will probably attend.

Adjournment

Resolution No. 110926-05

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Shumaker

I Move the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 8:07 p.m.

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

Richard Abrams, Mayor

Juanita Aguilar, City Clerk

SWARTZ CREEK POLICE DEPARTMENT
MOTOR POOL RENTAL HOURS
SEPTEMBER 2011

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	16	0	0	0
#05-649	48	0	0	0
#07-375	62	2	0	0
#05-275	77	4	0	3
#09-401	0	0	106	0
#09-226	90	11	0	0
#10-161	401	3	0	0
TOTAL	694	20	106	3

SWARTZ CREEK POLICE DEPT

Total Account Hours Summary Report

From: 09/01/2011 to 09/30/2011

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
ADMINISTRATIVE					
101 301 702.001	SUPERVISOR	184.250	2.500	1,753.250	40.750
101 301 702.002	CLERICAL	105.000	0.000	1,206.000	0.000
PROTECTION					
101 301 702.003	UNIFORMED	629.000	28.500	5,424.250	386.250
101 301 702.004	NON-UNIFORMED	0.000	0.000	464.250	5.000
101 301 702.005	TRAFFIC ENFORCEMENT	200.750	17.250	1,639.500	120.000
COMPLAINTS					
101 301 702.006	INVESTIGATIONS	121.500	0.000	1,205.000	43.000
101 301 702.007	COURT	8.000	0.000	57.000	18.000
TRAINING					
101 301 702.008	TRAINING	6.000	4.000	58.000	9.000
VACATION					
101 301 702.010	VACATION	112.000	0.000	685.000	0.000
HOLIDAY					
101 301 702.011	HOLIDAY	52.000	0.000	420.000	0.000
ABSENT					
101 301 702.012	ABSENT	28.000	0.000	407.500	0.000
FUNERAL LEAVE					
101 301 702.013	FUNERAL LEAVE	0.000	0.000	24.000	0.000
TRACK ADMINISTRATIVE					
101 302 702.001	SUPERVISOR	34.000	1.000	249.750	5.000
101 302 702.002	CLERICAL	15.000	0.000	172.000	0.000
TRACK PROTECTION					
101 302 702.003	UNIFORMED	18.250	0.000	231.000	13.750
101 302 702.004	NON-UNIFORMED	0.000	0.000	0.000	1.500

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
SCHOOL PROTECTION					
101 303 702.003	UNIFORMED	152.000	7.500	1,255.500	51.000
101 303 702.004	NON-UNIFORMED	0.000	0.000	8.000	0.000
101 303 702.005	TRAFFIC ENFORCEMENT	0.000	0.000	1.000	0.000
SCHOOL COMPLAINTS					
101 303 702.006	INVESTIGATIONS	0.000	0.000	10.500	0.000
LEAVE TIME					
101 303 702.010	VACATION	0.000	0.000	8.000	0.000
PROTECTION					
101 304 702.003	UNIFORMED	0.750	0.000	29.500	3.500
TRAINING					
101 304 702.008	TRAINING	12.000	0.000	133.000	7.000
PROTECTION					
265 333 702.004	NON-UNIFORMED	160.000	8.000	928.000	26.000
COMPLAINTS					
265 333 702.006	INVESTIGATIONS	0.000	19.000	0.000	189.000
265 333 702.007	COURT	0.000	3.000	0.000	21.000
NON-PRODUCTIVE					
265 333 702.010	VACATION	8.000	0.000	48.000	0.000
265 333 702.011	HOLIDAY	8.000	0.000	32.000	0.000
	TOTAL ALL HOURS	1,854.500	90.750	16,450.000	939.750

SWARTZ CREEK POLICE DEPT

Total Function Count

Month Ending: 09/30/2011

Account	Description	MTD Functions	YTD Functions
101 301 001.000	TRAFFIC VIOLATIONS	0	0
101 301 002.000	PARKING VIOLATIONS	7	88
101 301 003.000	VERBAL WARNINGS	99	868
101 301 004.000	WRITTEN WARNINGS	29	221
101 301 005.000	FELONY ARRESTS	4	38
101 301 006.000	MISDEMEANOR ARRESTS	22	202
101 301 007.000	CALLS RECEIVED	265	2550
101 301 008.000	TRAFF INJ ACCIDENTS	0	30
101 301 009.000	PROP DAMAG ACCIDENTS	4	97
101 301 010.000	SERVICE REQUESTS	2	102
101 301 011.000	MEETINGS	0	8
101 301 012.000	CONFERENCES	0	0
101 301 013.000	INITIATED CALLS	684	5344
101 301 014.000	DESK ASSIGNMENTS	140	963
101 301 015.000	BUSINESS CHECKS	1908	14133
101 301 016.000	VACATION CHECKS	55	2808
101 301 017.000	SUSP PERS CHECKED	53	325
TOTAL FUNCTIONS		3272	27777
101 302 002.000	PARKING VIOLATIONS	0	0
101 302 003.000	VERBAL WARNINGS	0	6
101 302 004.000	WRITTEN WARNINGS	0	0
101 302 005.000	FELONY ARRESTS	0	3
101 302 006.000	MISDEMEANOR ARRESTS	0	3
101 302 007.000	CALLS RECEIVED	12	105
101 302 010.000	SERVICE REQUESTS	0	0
101 302 011.000	MEETINGS	0	7
101 302 012.000	CONFERENCES	0	0
101 302 013.000	INITIATED CALL	0	46
101 302 014.000	DESK ASSIGNMENTS	0	1
101 302 015.000	BUSINESS CHECKS	8	133
101 302 016.000	VACATION CHECKS	1	2
101 302 017.000	SUSP PERS CHECKED	0	0
TOTAL FUNCTIONS		21	306
101 303 002.000	PARKING VIOLATIONS	0	0
101 303 003.000	VERBAL WARNINGS	0	1
101 303 004.000	WRITTEN WARNINGS	0	0
101 303 005.000	FELONY ARRESTS	0	0
101 303 006.000	MISDEMEANOR ARRESTS	1	13
101 303 007.000	CALLS RECEIVED	0	21
101 303 010.000	SERVICE REQUESTS	0	0
101 303 011.000	MEETINGS	48	235
101 303 012.000	CONFERENCES	0	1

Account	Description	MTD Functions	YTD Functions
101 303 013.000	INITIATED CALL	120	831
101 303 014.000	DESK ASSIGNMENTS	1	2
101 303 015.000	BUSINESS CHECKS	0	0
101 303 016.000	VACATION CHECKS	0	0
101 303 017.000	SUS PERS CHECKED	0	0
TOTAL FUNCTIONS		170	1104
101 304 001.000	TRAFFIC VIOLATIONS	0	0
101 304 001.003	DESK ASSIGNMENTS	0	0
101 304 002.000	PARKING VIOLATIONS	0	0
101 304 003.000	VERBAL WARNINGS	0	0
101 304 004.000	WRITTEN WARNINGS	0	0
101 304 005.000	FELONY ARRESTS	0	6
101 304 006.000	MISDEMEANOR ARRESTS	0	0
101 304 007.000	CALLS RECEIVED	0	22
101 304 010.000	SERVICE REQUESTS	0	0
101 304 011.000	MEETINGS	0	3
101 304 012.000	CONFERENCES	0	0
101 304 013.000	INITIATED CALL	1	36
101 304 014.000	DESK ASSIGNMENTS	0	0
101 304 015.000	BUSINESS CHECKS	0	0
101 304 016.000	VACATION CHECKS	0	0
101 304 017.000	SUS PERS CHECKED	0	0
101 304 018.000	BUILDING SEARCHES	0	1
101 304 019.000	VEHICLE SEARCHES	2	33
101 304 020.000	NARCOTIC SEARCHES	0	6
101 304 021.000	CURRENCY SEIZED	0	0
101 304 022.000	FORFEITURES	0	1
101 304 023.000	POSITIVE TRACKS	0	4
101 304 024.000	NEGATIVE TRACKS	0	6
101 304 025.000	AGENCY ASSISTS	0	2
101 304 026.000	DEMONSTRATIONS	0	0
101 304 027.000	AREA SEARCHES	0	1
TOTAL FUNCTIONS		3	121
TOTAL ALL FUNCTIONS		3466	29308

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date
Traffic	All	09/01/2011	09/30/2011

Number	Name	Date	Location	Description	Officer	Fine
T-1183953		09/02/11	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESS		
T-1179021		09/02/11	MILLER AT MORRISH	DISREGARDED TRAFFIC SIGNAL/		
T-1183954		09/02/11	ELMS NEAR YARMY	HEADLIGHTS		
T-1183955		09/02/11	ELMS NEAR YARMY	HEADLIGHTS		
T-1179022-A		09/02/11	MILLER NEAR FAIRCHILD	HEADLIGHTS		
T-1179022-B		09/02/11	MILLER NEAR FAIRCHILD	NO PLATE/FAIL TO DISPLAY/EXPI		
T-1183956		09/02/11	MILLER NEAR ELMS	HEADLIGHTS		
T-1179023		09/03/11	MILLER NEAR ELMS	FAILED TO MAINTAIN EQUIPMENT		
T-1183957		09/03/11	BRISTOL NEAR CANTERBURY	NO PROOF INSURANCE/POSSESS		
T-1183958		09/03/11	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1183891-A		09/04/11	MILLER NEAR ELMS	SUSP/REVOKED/NEVER APPL.		
T-1183891-B		09/04/11	MILLER NEAR ELMS	TAIL LIGHTS (DEFECTIVE, IMPRO		
T-1183891-C		09/04/11	MILLER NEAR ELMS	NO TAIL/BRAKE LIGHTS		
T-1183959-A		09/05/11	WINCHESTER VILLAGE -- DON SHEI	OWI		
T-1183959-B		09/05/11	WINCHESTER VILLAGE -- DON SHEI	OPEN INTOX IN VEH.		
T-1184126		09/07/11	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1184127-A		09/08/11	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1184127-B		09/08/11	MORRISH NEAR I-69	SEAT BELT DRIVER/PASSENGER		
T-1184127-C		09/08/11	MORRISH NEAR I-69	NO PROOF INSURANCE/POSSESS		
T-1183960-A		09/09/11	MORRISH AT MARY	GRADUATED LICENSE VIOLATION		
T-1183960-B		09/09/11	MORRISH AT MARY	IMPROPER LANE USE		
T-1183961		09/09/11	DYE NEAR MILLER	SEAT BELT DRIVER/PASSENGER		
T-1183962		09/09/11	BRISTOL NEAR HERITAGE	SEAT BELT DRIVER/PASSENGER		
T-1183963		09/09/11	BRISTOL NEAR MILLER	SEAT BELT DRIVER/PASSENGER		
T-1183964		09/09/11	BRISTOL NEAR HERITAGE	NO PROOF INSURANCE/POSSESS		
T-1184098-B		09/09/11	ELMS NEAR BRISTOL	NUMBER OF PASSENGERS/FAIL T		
T-1183965-A		09/10/11	BRISTOL NEAR HERITAGE	SEAT BELT DRIVER/PASSENGER		
T-1183966		09/10/11	BRISTOL NEAR HERITAGE	EXCEEDED POSTED SPEED LIMIT		
T-1183967-A		09/10/11	BRISTOL NEAR HERITAGE	SEAT BELT DRIVER/PASSENGER		
T-1183967-B		09/10/11	BRISTOL NEAR HERITAGE	NO OPS IN POSSESSION		
T-1183968-A		09/10/11	BRISTOL AT HERITAGE	EXCEEDED POSTED SPEED LIMIT		
T-1183968-C		09/10/11	BRISTOL AT HERITAGE	OPEN INTOX IN VEH.		
T-1184102		09/10/11	MORRISH NEAR I-69	FAIL TO SIGN REGISTRATION/NO		
T-1183821		09/11/11	MILLER NEAR BRADY	NO PLATE/FAIL TO DISPLAY/EXPI		
T-1183822		09/11/11	MILLER NEAR SCHOOL	EXCEEDED POSTED SPEED LIMIT		
T-1183894		09/11/11	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESS		
T-1183919-B		09/11/11	MORRISH NEAR I-69	NO PROOF INSURANCE/POSSESS		
T-1183895-A		09/12/11	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESS		
T-1183895-B		09/12/11	MORRISH NEAR MARY ST	EXPIRED PLATE		
T-1183895-C		09/12/11	MORRISH NEAR MARY ST	EXPIRED LICENSE		
T-1183897-A		09/12/11	ELMS NEAR YARMY	OWI		
T-1183897-B		09/12/11	ELMS NEAR YARMY	SUSP/REVOKED/NEVER APPL.		
T-1183897-C		09/12/11	ELMS NEAR YARMY	NO PROOF INSURANCE/POSSESS		
T-1183969		09/14/11	MILLER NEAR BRISTOL	HEADLIGHTS		
T-1183970-A		09/14/11	MILLER NEAR ELMS	EXPIRED PLATE		
T-1183970-B		09/14/11	MILLER NEAR ELMS	NO TAIL/BRAKE LIGHTS		

Tickets so far: 46	Charges so far: 46	Fines Subtotal: 0.00
		36

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date			
Traffic	All	09/01/2011	09/30/2011			
Number	Name	Date	Location	Description	Officer	Fine
T-1183971		09/15/11	MORRISH NEAR MILLER	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1183972		09/15/11	WINCHESTER VILLAGE -- WINSHALI	SEAT BELT DRIVER/PASSENGER		
T-1183973		09/16/11	I-69 NEAR MILLER	FTY TO EMERGENCY VEHICLE		
T-1183974		09/16/11	ELMS NEAR BRISTOL	NO OPS IN POSSESSION		
T-1183823		09/17/11	MILLER NEAR MAYA	EXCEEDED POSTED SPEED LIMIT		
T-1183975-A		09/17/11	MILLER AT SCHAFER	IMPROPER USE OF REGISTRATIO		
T-1183975-B		09/17/11	MILLER AT SCHAFER	NO PROOF INSURANCE/POSSESE		
T-1183975-C		09/17/11	MILLER AT SCHAFER	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1183824		09/18/11	MILLER NEAR MCLAIN	EXCEEDED POSTED SPEED LIMIT		
T-1183825		09/18/11	MILLER NEAR FAIRCHILD	EXCEEDED POSTED SPEED LIMIT		
T-1184151		09/18/11	ELMS NEAR YARMY	EXCEEDED POSTED SPEED LIMIT		
T-1184176		09/19/11	SEYMOUR NEAR DURWOOD	EXCEEDED POSTED SPEED LIMIT		
T-1183896-A		09/20/11	I-69 NEAR MILLER	FAIL TO SIGNAL TURN		
T-1183896-B		09/20/11	I-69 NEAR MILLER	NOISY MUFFLER AND/OR EXCESS		
T-1183896-C		09/20/11	I-69 NEAR MILLER	FAIL TO CHANGE ADDRESS		
T-1184177-A		09/20/11	MORRISH NEAR APPLE CREEK	NO TAIL/BRAKE LIGHTS		
T-1184177-B		09/20/11	MORRISH NEAR APPLE CREEK	NO PROOF INSURANCE/POSSESE		
T-1184178		09/20/11	SEYMOUR NEAR DURWOOD	EXCEEDED POSTED SPEED LIMIT		
T-1184103-A		09/20/11	ELMS NEAR MILLER	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1184128		09/22/11	MILLER AT ELMS	DISREGARDED TRAFFIC SIGNAL/A		
T-1184152		09/23/11	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1184153		09/23/11	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-11884154		09/23/11	MILLER NEAR 2ND ST	SEAT BELT DRIVER/PASSENGER		
T-1184155		09/23/11	BRISTOL NEAR HERITAGE	EXCEEDED POSTED SPEED LIMIT		
T-1184156		09/23/11	BRISTOL NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1183921-A		09/23/11	MORRISH NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1183921-B		09/23/11	MORRISH NEAR BRISTOL	NO PROOF INSURANCE/POSSESE		
T-1179098-A		09/24/11	BRISTOL NEAR HERITAGE	FAIL TO SIGN REGISTRATION/NO		
T-1179098-B		09/24/11	BRISTOL NEAR HERITAGE	NO PROOF INSURANCE/POSSESE		
T-1184129		09/24/11	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1184179		09/25/11	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1184180		09/25/11	MILLER NEAR MCLAIN	EXCEEDED POSTED SPEED LIMIT		
T-1183898-A		09/25/11	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1183898-B		09/25/11	I-69 NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1184181		09/26/11	BRISTOL NEAR HERITAGE	EXCEEDED POSTED SPEED LIMIT		
T-1184182		09/27/11	MORRISH NEAR APPLE CREEK	EXCEEDED POSTED SPEED LIMIT		
T-1184183		09/27/11	MORRISH NEAR APPLE CREEK	EXCEEDED POSTED SPEED LIMIT		
T-1183899		09/27/11	ELMS NEAR YARMY	EXCEEDED POSTED SPEED LIMIT		
T-1184104-B		09/28/11	ELMS NEAR MILLER	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1184103-B		09/28/11	ELMS NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1184103-C		09/28/11	ELMS NEAR MILLER	FAILED TO MAINTAIN EQUIPMENT		
T-1184101-A		09/28/11	ELMS NEAR MILLER	UNREGISTERED VEHICLE		
T-1184157		09/30/11	ELMS NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1184158		09/30/11	MILLER NEAR FAIRCHILD	SEAT BELT DRIVER/PASSENGER		
Tickets Total: 90		Charges Total: 90		Fines Total:		0.00

Uniform Crime Report

Report Criteria:

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

Class	Description	SEPT 2010	SEPT 2011	YR TO DATE
0100-0	SOVEREIGNTY	0	0	0
0200-0	MILITARY	0	0	0
0300-0	IMMIGRATION	0	0	0
0900-1	MURDER/NON-NEGLIGENT MANSLAUGHTER	0	0	0
0900-2	NEGLIGENT HOMICIDE/MANSLAUGHTER	0	0	0
0900-3	NEG. HOMICIDE - VEHICLE/BOAT/SNOWM.	0	0	0
0900-4	JUSTIFIABLE HOMICIDE	0	0	0
1000-1	KIDNAPPING/ABDUCTION	0	0	0
1000-2	PARENTAL KIDNAPPING	0	0	1
1100-1	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	0	1
1100-2	SEXUAL PENETR'N PENIS/VAGINA CSC3	0	0	0
1100-3	SEXUAL PENETRATION ORAL/ANAL CSC1	0	0	0
1100-4	SEXUAL PENETRATION ORAL/ANAL CSC3	0	0	0
1100-5	SEXUAL PENETRATION OBJECT CSC1	0	0	0
1100-6	SEXUAL PENETRATION OBJECT CSC3	0	0	0
1100-7	SEXUAL CONTACT FORCIBLE CSC2	1	0	0
1100-8	SEXUAL CONTACT FORCIBLE CSC4	0	0	0
1200-0	ROBBERY	0	0	1
1300-1	NONAGGRAVATED ASSAULT	6	1	27
1300-2	AGGRAVATED/FELONIOUS ASSAULT	1	1	5
1300-3	INTIMIDATION/STALKING	2	0	8
1400-0	ABORTION	0	0	0
2000-0	ARSON	0	0	0
2100-0	EXTORTION	0	0	0
2200-1	BURGLARY - FORCED ENTRY	1	2	20
2200-2	BURGLARY - ENTRY W/OUT FORCE(INTENT	2	0	2
2200-3	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	0	1
2200-4	POSSESSION OF BURGLARY TOOLS	0	0	0
2300-1	LARCENY - POCKETPICKING	0	0	0
2300-2	LARCENY - PURSE SNATCHING	0	0	2
2300-3	LARCENY - THEFT FROM BUILDING	0	1	10
2300-4	LARCENY - THEFT FROM COIN OPERATED	0	0	0
2300-5	LARCENY - THEFT FROM MOTOR VEHICLE	1	0	17
2300-6	LARCENY - THEFT OF M. VEHICLE PARTS	0	0	1
2300-7	LARCENY - OTHER	3	3	23
2400-1	MOTOR VEHICLE THEFT	3	0	5
2400-2	MOTOR VEHICLE AS STOLEN PROPERTY	0	0	0
2400-3	MOTOR VEHICLE FRAUD	0	0	0
2500-0	FORGERY/COUNTERFEITING	0	0	3
2600-1	FRAUD - FALSE PRETENSE/SWINDLE/CONF	0	1	4
2600-2	FRAUD - CREDIT CARD/ATM	1	0	11
2600-3	FRAUD - IMPERSONATION	0	1	5
2600-4	FRAUD - WELFARE	0	0	0
2600-5	FRAUD - WIRE	0	0	1
2600-6	FRAUD - BAD CHECKS	0	0	7
2700-0	EMBEZZLEMENT	0	0	0
2800-0	STOLEN PROPERTY	0	0	1

Uniform Crime Report

Report Criteria:

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

Class	Description	SEPT 2010	SEPT 2011	YR TO DATE
2900-0	DAMAGE TO PROPERTY	4	4	30
3000-1	RETAIL FRAUD - MISREPRESENTATION	1	0	0
3000-2	RETAIL FRAUD - THEFT	0	1	2
3000-3	RETAIL FRAUD - REFUND/EXCHANGE	0	0	0
3500-1	VIOLATION OF CONTROLLED SUBSTANCE	2	0	13
3500-2	NARCOTIC EQUIPMENT VIOLATIONS	0	0	0
3600-1	SEXUAL PENETR'N NONFORCIBLE BLOOD/A	0	0	0
3600-2	SEXUAL PENETR'N NONFORCIBLE OTHER	0	0	0
3600-3	PEEPING TOM	0	0	0
3600-4	SEX OFFENSE - OTHER	0	0	0
3700-0	OBSCENITY	0	0	0
3800-1	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	0	1
3800-2	FAMILY - NONSUPPORT	0	0	0
3800-3	FAMILY - OTHER	0	0	0
3900-1	GAMBLING - BETTING/WAGERING	0	0	0
3900-2	GAMBLING - OPERATING/PROMOTING/ASSI	0	0	0
3900-3	GAMBLING - EQUIPMENT VIOLATIONS	0	0	0
3900-4	GAMBLING - SPORTS TAMPERING	0	0	0
4000-1	COMMERCIALIZED SEX - PROSTITUTION	0	0	0
4000-2	COMMERCIALIZED SEX- ASSISTING/PROMO	0	0	0
4100-1	LIQUOR LICENSE - ESTABLISHMENT	0	0	0
4100-2	LIQUOR VIOLATIONS - OTHER	0	4	10
4200-0	DRUNKENNESS	0	0	0
4800-0	OBSTRUCTING POLICE	1	0	5
4900-0	ESCAPE/FLIGHT	0	0	0
5000-0	OBSTRUCTING JUSTICE	0	3	15
5100-0	BRIBERY	0	0	0
5200-1	WEAPONS OFFENSE - CONCEALED	0	1	2
5200-2	WEAPONS OFFENSE - EXPLOSIVES	0	0	0
5200-3	WEAPONS OFFENSE - OTHER	0	0	0
5300-1	DISORDERLY CONDUCT	0	0	2
5300-2	PUBLIC PEACE - OTHER	1	0	3
5400-1	HIT & RUN MOTOR VEHICLE ACCIDENT	4	0	14
5400-2	OUIL OR OUID	3	2	15
5400-3	DRIVING LAW VIOLATIONS	7	4	67
5500-0	HEALTH AND SAFETY	2	1	12
5600-0	CIVIL RIGHTS	0	0	0
5700-1	TRESPASS	0	0	0
5700-2	INVASION OF PRIVACY - OTHER	0	0	0
5800-0	SMUGGLING	0	0	0
5900-0	ELECTION LAWS	0	0	0
6000-0	ANTITRUST	0	0	0
6100-0	TAX/REVENUE	0	0	0
6200-0	CONSERVATION	0	1	2
6300-0	VAGRANCY	0	0	0
7000-0	JUVENILE RUNAWAY	0	0	3
7300-0	MISCELLANEOUS CRIMINAL OFFENSE	0	0	1

Uniform Crime Report

Report Criteria:

Start File Class End File Class Print Zeros?

0100-0 9900-9 Yes

Class	Description	SEPT 2010	SEPT 2011	YR TO DATE
7500-0	SOLICITATION	0	0	0
7700-0	CONSPIRACY	0	0	0
8900-1	SERVICE OF COMMISSION PAPERS	0	0	0
8900-2	UNAUTHORIZED TRANSPORTATION	0	0	0
8900-3	VIOLATION OF RULES/REGISTRATION	0	0	0
8900-4	WARRANTS	0	0	0
8900-5	MOTOR CARRIER SAFETY RULES	0	0	0
8900-6	INSPECTIONS OF HOMES TO BE MOVED	0	0	0
8900-7	MIGRANT AGRICULTURE WORKERS TRANSP	0	0	0
8900-9	ALL OTHER MOTOR CARRIER VIOLATIONS	0	0	0
9100-1	DELINQUENT MINOR	0	0	0
9100-2	RUNAWAYS	0	0	0
9200-1	DIVORCE AND SUPPORT	0	0	0
9200-2	INCAPACITATION	0	0	0
9200-3	WALK-AWAY - MENTAL INSTITUTIONS ETC	0	0	0
9200-4	ORDER FOR PICKUP AND EXAMINATION	0	0	0
9200-5	CIVIL INFRACTION - ALCOHOL POSSES.	0	0	0
9300-1	PROPERTY DAMAGE ACCIDENT/PI	7	1	71
9300-2	NON-TRAFFIC PDA	5	3	43
9300-3	TRAFFIC VIOLATIONS/CIVIL INFRACTION	0	0	0
9300-4	TOWED VEHICLE	0	0	8
9300-5	TRAFFIC HAZARD/ABANDONED VEHICLE	0	0	0
9300-6	TRAFFIC POLICING	0	0	4
9400-1	FALSE ALARM ACTIVATION	0	0	0
9400-2	VALID ALARM ACTIVATION	0	0	0
9400-3	REST AREA/ROADSIDE PARK VIOLATIONS	0	0	0
9500-1	ACCIDENTAL FIRE	0	0	0
9500-2	ACCIDENTAL EXPLOSION	0	0	0
9500-4	OPEN BURNING	0	0	0
9500-6	FIRE-HAZARDOUS CONDITIONS	0	0	0
9700-0	ACCIDENTAL SHOOTING	0	0	0
9700-5	ACCIDENTAL DEATH-WATER	0	0	0
9700-6	ACCIDENT - ALL OTHER	0	0	0
9800-2	RECOVERED PROPERTY	0	0	1
9800-3	PROPERTY INSPECTION	0	0	0
9800-4	OTHER INSPECTIONS/WEAPONS	5	5	67
9800-5	ALARMS	0	0	0
9800-6	CIVIL	0	0	4
9800-7	SUSPICIOUS SITUATION	4	1	10
9800-8	LOST AND FOUND PROPERTY	3	4	21
9800-9	OVERDOSE	0	1	1
9900-1	SUICIDE	1	0	3
9900-2	DOA - NATURAL	1	1	10
9900-3	MISSING PERSON	1	0	0
9900-7	SAFEKEEPING	0	0	0
9900-8	DEPARTMENTAL ASSIST	1	0	16
9900-9	GENERAL - NON CRIMINAL	4	3	30

Uniform Crime Report

Report Criteria:

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

Class	Description	SEPT 2010	SEPT 2011	YR TO DATE
Totals:		78	50	642

DPS ACTIVITY - SEPTEMBER 2011

	<u>REG</u>	<u>HOL</u>	<u>VAC</u>	<u>ABSENT</u>	<u>OT</u>	<u>DT</u>
101 GENERAL FUND						
262.0 ELECTIONS						
781.0 AMPHI-PARK						
782.0 WINSHALL PARK	7.00		1.08	0.11		
783.0 ELMS PARK	13.00	0.11	2.45	0.06	1.00	
784.0 BICENT. PARK						
790.0 SENIOR CENTER/LIBRARY	36.00	1.21	7.27	0.40		
792.0 P S BLDG	12.00	0.66	2.26	0.13		
793.0 CITY HALL	7.00	0.43	0.84	0.05		
794.0 COMM PROMO	18.00	0.24	2.26	0.33		
796.0 CEMETERY						
202 MAJOR STREET FUND						
429.0 SAFETY						
441.0 PARK & RIDE GARBAGE						
463.0 STREET MAIN	72.00	1.46	8.49	0.58		
474.0 TRAFFIC	3.00	0.24	1.13			
478.0 SNOW & ICE						
482.0 ADMIN	5.67	0.22	0.72			
203 LOCAL STREET FUND						
429.0 SAFETY	3.00		0.08			
463.0 STREET MAIN	47.50	4.96	3.87	0.11		
474.0 TRAFFIC	24.00	1.27	3.29	0.56		
478.0 SNOW & ICE						
482.0 ADMIN	5.67	0.22	0.72			
226 GARBAGE FUND						
528.0 COLLECT	19.00	1.54	3.06	0.32		
530.0 WOODCHIPPING	117.30	3.78	27.13	1.08		
782.0 WINSHALL PARK GARBAGE	29.00	1.11	5.85	0.29	6.00	7.00
783.0 ELMS PARK GARBAGE	31.00	1.22	5.96	0.32	6.00	7.00
793.0 CITY HALL	7.00	0.43	0.86	0.05		
590 WATER						
540.0 WATER SYSTEM	148.18	5.31	25.32	0.47		
540.0 WATER-ON CALL	4.00		0.67	0.10		
542.0 READ & BILL	25.50	1.24	4.93	0.10		
793.0 CITY HALL	7.00	0.43	0.86	0.05		
591 SEWER						
536.0 SEWER SYSTEM	101.18	3.93	13.00	0.06		
536.0 SEWER-ON CALL	4.00		0.66	0.09		
537.0 LIFT STATION	11.00	0.35	1.80	0.06		
542.0 READ & BILL	17.50	0.41	3.55	0.10		
793.0 CITY HALL	7.00	0.37	0.80	0.05		
661 MOTOR POOL FUND						
795.0 CITY GARAGE	16.00	0.86	3.09	0.03		
	798.50	32.00	132.00	5.50	13.00	14.00
HOLIDAY						
VACATION						
ABSENT						
DAILY HOURS TOTAL	798.50	32.00	132.00	5.50	13.00	14.00

Public Works
Monthly Work Orders

10/03/11

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
FLAG11-0058 CANCELLED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/23/11 09/22/11	LOWER/RAISE FLAG
FLAG11-0059	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/30/11	LOWER/RAISE FLAG
FNRD11-0328 COMPLETED	MI10-006133-0000-06	MCELRATH, MILDRED 6133 MILLER RD	09/01/11 09/01/11	FINAL READ
FNRD11-0331 COMPLETED	MA30-007553-0000-05	KINCAID, BARBARA 7553 MASON ST	09/01/11 09/01/11	FINAL READ
FNRD11-0332 COMPLETED	BI10-005216-0000-02	NEMER, DAVID 5216 BIRCHCREST DR	09/02/11 09/02/11	FINAL READ
FNRD11-0334 COMPLETED	CH30-007550-0000-04	CRUPPENINK, CHAD 7550 CHURCH ST	09/07/11 09/07/11	FINAL READ
FNRD11-0335 COMPLETED	GR10-005206-0000-02	LETTIS, MONICA 5206 GREENLEAF DR	09/08/11 09/09/11	FINAL READ
FNRD11-0337 COMPLETED	MI10-005420-0000-03	FRICKE, MICHELLE 5420 MILLER RD	09/08/11 09/08/11	FINAL READ
FNRD11-0338 COMPLETED	LU10-009143-0000-02	CASTLE, KAREN 9143 LUEA LN	09/09/11 09/09/11	FINAL READ
FNRD11-0339 COMPLETED	MI10-008399-0000-02	MCGARRY, HEATHER 8399 MILLER RD	09/09/11 09/09/11	FINAL READ
FNRD11-0341 COMPLETED	WI20-005051-0000-04	PANNELL, JARED 5051 WINSTON DR	09/19/11 09/16/11	FINAL READ
FNRD11-0342 COMPLETED	GR10-005239-0000-01	SHAFFER, ARDEN 5239 GREENLEAF DR	09/15/11 09/16/11	FINAL READ
FNRD11-0343 COMPLETED	GR10-005180-0000-02	RODABAUGH, KYLE 5180 GREENLEAF DR	09/27/11 09/27/11	FINAL READ
FNRD11-0344 COMPLETED	DO10-005345-0000-01	SZIGETY, LOUIS J 5345 DON SHENK DR	09/30/11 09/30/11	FINAL READ
FNRD11-0345 COMPLETED	JE10-004124-0000-03	LOVEGROVE, VICTORIA 4124 JENNIE LN	09/30/11 09/30/11	FINAL READ
GWO11-0201 COMPLETED	DA10-005235-0000-01	HAGSTROM, DAVE 5235 DAVAL DR	09/02/11 09/02/11	GENERIC WORK ORDE
GWO11-0202 COMPLETED	WO10-005228-0000-01	MALONEY, MARSHA 5228 WORCHESTER DR	09/02/11 09/02/11	GENERIC WORK ORDE
SETM11-0007	BR20-007133-0000-04	WRIGHT, KIMBERLY 7133 BRISTOL RD	09/27/11	SET METER
STK11-0003 COMPLETED	GR10-005404-0000-01	MUNGER, WILLIAM 5404 GREENLEAF DR	09/16/11 09/16/11	STAKE CURB BOX
STRT11-0020	CH20-009104-0000-03	MCDONALD, ANTHONY 9104 CHESTERFIELD DR	09/30/11	STREET REPAIR

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
TRIM11-0012	WO10-005356-0000-01	LONG, ROBERT 5356 WORCHESTER DR	09/30/11	TREE-TRIM
WOFF11-0519 COMPLETED	GR10-005388-0000-01	MORGAN, WINFRED 5388 GREENLEAF DR	09/01/11 09/01/11	WATER TURN OFF
WOFF11-0525 COMPLETED	EL10-004045-0000-02	BERTON, KENNETH 4045 ELMS RD	09/29/11 09/29/11	WATER TURN OFF
WOFF11-0541 CANCELLED	AR10-006248-0000-02	LANDON, ROBERT 6248 ARLINGTON DR	09/27/11 09/26/11	WATER TURN OFF
WOFF11-0545 CANCELLED	HT10-003352-0000-01	DEAN, MARY 3352 HERITAGE BLVD	09/26/11 09/26/11	WATER TURN OFF
WOFF11-0547 COMPLETED	GR10-005207-0000-02	FERRIS, SCOTT G 5207 GREENLEAF DR	09/28/11 09/28/11	WATER TURN OFF
WREP11-0023 COMPLETED	CC10-005931-0000-02	BENZ, GLENNIE 5931 CROSSCREEK DR	09/06/11 09/06/11	WATER REPAIRS
WREP11-0024 COMPLETED	DU10-005304-0000-02	MILLS, ALANNA 5304 DURWOOD DR	09/14/11 09/14/11	WATER REPAIRS
WTON11-0388 COMPLETED	EL10-004045-0000-02	BERTON, KENNETH 4045 ELMS RD	09/20/11 09/20/11	WATER TURN ON
WTON11-0389 CANCELLED	FA10-005111-0000-11	OBERT, RYAN 5111 FAIRCHILD ST	09/15/11 09/15/11	WATER TURN ON
WTON11-0390 COMPLETED	HA10-005014-0000-03	MONTINI, PIETRO 5014 HAYES ST	09/16/11 09/16/11	WATER TURN ON
WTON11-0391 COMPLETED	EL10-003493-0000-02	SPALDING, MICHELLE 3493 ELMS RD	09/13/11 09/13/11	WATER TURN ON
WTON11-0392 COMPLETED	AR10-006248-0000-02	LANDON, ROBERT 6248 ARLINGTON DR	09/20/11 09/20/11	WATER TURN ON
WTON11-0394 COMPLETED	CH20-009277-0000-01	JANES, MIKE 9277 CHESTERFIELD DR	09/20/11 09/20/11	WATER TURN ON
WTON11-0395 COMPLETED	MI10-007594-0000-10	NEMER, DIANNE 7594 MILLER RD	09/30/11 09/30/11	WATER TURN ON

Total Records: 35

September 2011	MILES DRIVEN	GALLONS GAS PURCHASED	GALLONS DIESEL PURCHASED
<u>#1 P/U 4WD</u>			
<u>#3 P/U 4WD</u>	302	8	
<u>07-03 P/U 4WD</u>	115		19
<u>09-03 P/U 4WD</u>	503		31
<u>#2 P/U 2WD</u>	418	51	
<u>#6-00 BACKHOE</u>			
<u>#9 DUMP</u>			
<u>#10 DUMP</u>			
<u>#11 DUMP</u>	104		
<u>#12-02 DUMP</u>			
<u>#12-04 DUMP</u>	35		
<u>#12-99 GENERATOR</u>			
<u>#9-02 BRUSH HOG</u>			
<u>#17 CASE BACKHOE</u>			17
<u>#19 JD TRACTOR</u>			
<u>#06-99 BUCKET TRUCK</u>			
<u>#21 WOOD CHIPPER</u>			
<u>#807 STREET SWEEPER</u>	87		40
<u>#42 ASPHALT HEATER</u>			
<u>#37 TRAIL ARROW</u>			
<u>#10-98 3" PUMP</u>			
<u>#28A 3" PUMP</u>			
<u>3" PUMP</u>			
<u>#30 4" PUMP</u>			
<u>#31 4" PUMP</u>			
<u>#32 4" PUMP</u>			
<u>1" PUMP</u>			
<u>S-10</u>	751	41	
<u>TOTAL</u>	<u>2315</u>	<u>100</u>	<u>107</u>

10/03/2011

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 09/01/2011 - 09/30/2011

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
09/01/2011	35197	ARROW UNIFORM RENTAL	MATS, SUPPLIES	27.50
			MATS, SUPPLIES	27.50
			UNIFORMS, MATS, SUPPLIES, ENV.	91.12
			UNIFORMS, MATS, SUPPLIES, ENV.	79.73
				225.85
09/01/2011	35198	BRADYS BUSINESS SYSTEMS	COPY MACHINE MAINT AGRMNT 8/15-9/15/11	53.24
09/01/2011	35199	C & H CONSTRUCTION CO INC	SERVICE BOX REPAIR 5198 WORCHESTER	742.50
09/01/2011	35200	CITY OF SWARTZ CREEK	PETTY CASH REIMB	51.94
09/01/2011	35201	COMCAST BUSINESS	8/26-9/25/11 CITY HALL	268.80
09/01/2011	35202	COMCAST BUSINESS	9/1-9/30/11 PUBLIC SAFETY BUILDING	139.85
09/01/2011	35203	CREEK AUTO SERVICES LLC	07-375 RE-CHARGE A/C	93.00
			09-226 LOF MONTHLY MAINT	28.95
			10-161 REPLACE FRONT & REAR BRAKES LOF	391.05
				513.00
09/01/2011	35204	DELTA DENTAL PLAN	SEPT 2011 DENTAL - RETOREES (4)	266.62
09/01/2011	35205	DELTA VISION	SEPT 2011 VISION - RETIREES (4)	22.24
09/01/2011	35206	ELITE BUSINESS PRODUCTS	OFFICE SUPPLIES	11.37
09/01/2011	35207	GENESEE CTY DRAIN COMMISSIONER	SEWER MAY-JULY 2011	149,566.71
09/01/2011	35208	GENESEE CTY DRAIN COMMISSIONER	JULY 2011 COMM/READY TO SERVE	87,288.38
09/01/2011	35209	GENESEE CTY DRAIN COMMISSIONER	7725 MILLER WATER	1,000.00
09/01/2011	35210	GREAT LAKES EMERGENCY PRODUCTS LLC	12 LEVEL 3 SERPA AUTO LOCK DUTY HLSTRS	997.12
09/01/2011	35211	LANDMARK APPRAISAL CO	ASSESSOR SERVICES NOV 1, 2010-OCT 31, 20	2,233.33
09/01/2011	35212	LETAVIS ENTERPRISES INC.	(41) MAY & JUNE VEH. CAR WASHES	276.75
09/01/2011	35213	PITNEY BOWES INC.	RENTAL CHARGES 5/30-8/30/11	150.00
09/01/2011	35214	PROGRESSIVE	TRAFFIC STUDY HIGH SCHOOL/MILLER & ELMS	737.83
09/01/2011	35215	ROWE PROFESSIONAL SERVICES CO	CE, TEST & OBS MILLER/ELMS E TO TALLMADG	26,472.75
09/01/2011	35216	ROWE PROFESSIONAL SERVICES CO	PREPARE SANITARY SEWER LINING CONTRACTS	232.00
09/01/2011	35217	SHERWIN WILLIAMS	WHITE PAINT	206.16

09/01/2011	35218	STATE OF MICHIGAN	TRAINING DET PIROCHTA 6/20/11 ID THEFT	25.00
09/01/2011	35219	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	256.00
09/01/2011	35220	SUBURBAN AUTO SUPPLY	BLASTER 11 OZ	5.99
09/01/2011	35221	VILLAGE CLEANERS	JULY 2011 UNIFORM CLEANING	123.00
09/01/2011	35222	WALDORF AND SONS INC	INSTAL K-COPPER WTR LINE 5198 WORCHESTER	1,260.00
09/08/2011	35223	ADAM H ZETTEL	AUGUST 2011 CONSULTING SERVICES	1,072.50
09/08/2011	35224	ALLIED PAVEMENT MAINTENANCE	CROSS WALKS & RR CROSS/PARK LOT STRIPING	2,475.00
			2 CROSSWALKS FAIRCHILD/CAPPY	80.00
				2,555.00
09/08/2011	35225	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	79.13
			MATS, SUPPLIES	27.50
				106.63
09/08/2011	35226	BRADYS BUSINESS SYSTEMS	COPY MACH MAINT 8/27-11/27/11	295.39
09/08/2011	35227	CITY OF SWARTZ CREEK	REIMB PETTY CASH	66.76
09/08/2011	35228	CREEK AUTO SERVICES LLC	L.O.F. MONTHLY MAINT 05-275	28.95
09/08/2011	35229	DELUX TROPHIES & AWARDS	CAMP 911 PLAQUE	19.00
09/08/2011	35230	DENNIS MITCHELL	TREE TRIMMING ELMS PARK (4)	600.00
09/08/2011	35231	ELITE BUSINESS PRODUCTS	PRINTER TONER	59.99
09/08/2011	35232	GILL ROYS HARDWARE	ANT KILLER DUST/ANT TRAP	15.97
			M6 FURNACE FILTER	11.07
			FACUET HANDLE - GARAGE	3.49
			CHR TANK MSTR FLUSH LEVER	4.49
			(10) KEYS MADE OFFICE	17.90
			15 OZ LIQUID SOAP REFILL	6.98
			TANK TO BOWL BOLT	4.99
			COIL CHAIN/PLAYSCAPE	16.83
			ORANGE CHALK	2.99
			4-WAY FAUCET KEY	4.49
			ANTI BACTERIAL SOAP	3.98
			BLACK COUPLING/NIPPLE	7.18
			NUTS/BOLTS/SCREWS/DRILL BIT	6.11
			TRASH BAGS	15.99
			BLACK PAINT	33.99

			BLACK PAINT	33.99
			FLAPPER FOR TOILET	5.99
			RED CHALK	2.29
			DEEP WOODS BUG REPELLENT	7.29
			AUGUST 2011 DISCOUNT	(20.49)
				185.52
09/08/2011	35233	GOV'T FINANCE OFFICERS ASSOC.	MEMB DUES CLARK 10/1/11-9/30/12	170.00
09/08/2011	35234	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND COMPL	300.00
09/08/2011	35235	KENDALL PRINTING	TIME CARDS (DAILY) & BUSN. CARDS	200.00
09/08/2011	35236	MARQUITA COLLINS	ELMS PARK REFUND 9/24/11	100.00
09/08/2011	35237	RWS OF MID MICHIGAN	GARBAGE/RECYCLING/YARD WASTE FY12	19,929.92
09/08/2011	35238	SCHAEFER'S OFFICE SOURCE	BATH TISSUE/MULTIFOLD TOWELS	72.28
09/08/2011	35239	STATE OF MICHIGAN DEPT TRANS	LOCAL PROGRESS BILLING #1	77,023.46
09/08/2011	35240	VALLEY PETROLEUM	8/16-8/31/11 FUEL USAGE - DPW	638.28
09/08/2011	35241	VALLEY PETROLEUM	8/16-8/31/11 FUEL UEAGE - POLICE	1,235.76
09/15/2011	35242	ACE ASPHALT & PAVING CO INC	COLD PATCH	825.30
09/15/2011	35243	AMERICAN MESSAGING	9/15-10/14/11 810-833-2563 810-833-1159	22.29
09/15/2011	35244	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	79.13
			MATS, SUPPLIES	27.50
				106.63
09/15/2011	35245	BLUE CARE NETWORK-EAST MI	OCT 2011 RETIREE MED INS KELLY	442.36
			OCT 2011 RETIREE MED INS PETRUCHA	1,017.42
			OCT 2011 RETIREE MED INS TYLER	442.36
			OCT 2011 RETIREE MED INS PIROCHTA	1,017.42
			OCT 2011 RETIREE MED INS SHANNON	863.04
				3,782.60
09/15/2011	35246	CONSUMERS ENERGY	ANNUAL PROP RENTAL/FLINT TOWNSHIP	25.00
09/15/2011	35247	CONSUMERS ENERGY	8/5-9/2/11 A 4125 ELMS RD PAVILION	24.68
09/15/2011	35248	CONSUMERS ENERGY	8/5-9/2/11 E 4125 ELMS RD	43.14
09/15/2011	35249	CONSUMERS ENERGY	8/1-8/31/11 4524 MORRISH RD	46.46
09/15/2011	35250	CONSUMERS ENERGY	8/3-9/1/11 A 5121 MORRISH RD	244.87
09/15/2011	35251	CONSUMERS ENERGY	8/2-8/31/11 A 5257 WINSHALL DR	17.20

09/15/2011	35252	CONSUMERS ENERGY	8/2/8/31/11 A 5361 WINSHALL DR	17.33
09/15/2011	35253	CONSUMERS ENERGY	8/2-8/31/11 A WINSHALL RESTROOMS	44.75
09/15/2011	35254	CONSUMERS ENERGY	8/5-9/2/11 A 6425 MILLER RD PARK N RIDE	56.11
09/15/2011	35255	CONSUMERS ENERGY	8/3-9/1/11 A 8011 MILLER RD	17.20
09/15/2011	35256	CONSUMERS ENERGY	8/2-8/31/11 A 8059 FORTINO DR	58.38
09/15/2011	35257	CONSUMERS ENERGY	8/2-8/31/11 A 8083 CIVIC	1,014.23
09/15/2011	35258	CONSUMERS ENERGY	8/2-8/31/11 A 8095 CIVIC DR	1,136.20
09/15/2011	35259	CONSUMERS ENERGY	8/2-8/31/11 A 8100 CIVIC DR	918.37
09/15/2011	35260	CONSUMERS ENERGY	8/2-9/1/11 A 8301 CAPPY LN	323.31
09/15/2011	35261	CONSUMERS ENERGY	8/2-9/1/11 A 8499 MILLER RD	19.29
09/15/2011	35262	CONSUMERS ENERGY	8/2-8/31/11 A 9099 MILLER RD	30.04
09/15/2011	35263	CONSUMERS ENERGY	8/1-8/31/11 ELMS PARKING LOT	31.55
09/15/2011	35264	CONSUMERS ENERGY	8/1-8/31/11 STREET LIGHTS	10,842.62
09/15/2011	35265	CONSUMERS ENERGY	8/1-8/31/11 SIRENS	27.75
09/15/2011	35266	CONSUMERS ENERGY	8/1-8/31/11 TRAFFIC LIGHTS	243.74
09/15/2011	35267	DOUBLE T SERVICES INC	MOW & TRIM CITY RESIDENT PROPERTIES	260.00
09/15/2011	35268	FLINT JOURNAL	SPECIAL LAND USE RVW/MED MARIJUANA	630.32
09/15/2011	35269	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
09/15/2011	35270	JERRY'S TIRE	(2) NEW TIRES/BACKHOE	412.00
09/15/2011	35271	LEON BUNING	ELEC INSP APRIL-AUG 2011	455.00
09/15/2011	35272	MCLAREN MEDICAL MANAGEMENT INC	ROUTINE PHYSICAL EXAM/DRINKWINE	146.00
09/15/2011	35273	NEXTEL COMMUNICATIONS	AUGUST 2011 MONTHLY BILL	474.34
09/15/2011	35274	RICHARD ABRAMS	SMALL CITIES MTG 9/7/11 DINNER/MILEAGE	24.99
09/15/2011	35275	SCHAEFER'S OFFICE SOURCE	ROLL TOWELS/GARBAGE BAGS	129.57
09/15/2011	35276	SUBURBAN AUTO SUPPLY	LOOM & TIES	3.59
09/15/2011	35277	UNUM LIFE INSURANCE	OCT 2011 LIFE INS SHANNON/SNELL	12.05
09/22/2011	35278	AMERAPLAN INC	OCTOBER 2011 AMERAPLAN MONTHLY CHARGES	271.20
09/22/2011	35279	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV. MATS, ENVELOPES	92.50 27.50
				120.00
09/22/2011	35280	BLUMERICH COMMUNICATIONS	REPAIR RADIO #2253934	60.00
09/22/2011	35281	BRADYS BUSINESS SYSTEMS	COPY MACHINE MAINT AGRMNT 9/15-10/15/11	53.24
09/22/2011	35282	C & H CONSTRUCTION CO INC	CATCH BASIN REPAIR FAIRCHILD/CAPPY NORTH CATCH BASIN REPAIR FAIRCHILD/CAPPY SOUTH	1,200.00 2,100.00
				3,300.00

09/22/2011	35283	CHAD CRUPPENINK	UB REFUND 7550 CHURCH	127.13
09/22/2011	35284	COMCAST BUSINESS	9/26-10/25/11 CITY HALL	268.80
09/22/2011	35285	CREEK AUTO SERVICES LLC	LOF MONTHLY MAINT. 10-161	28.95
09/22/2011	35286	DELTA DENTAL PLAN	OCT 2011 DENTAL - RETIREES (4)	266.62
09/22/2011	35287	FIFTH THIRD BANK	TAX OVERPMT 58-02-526-037 SUMMER 2011	1,005.05
09/22/2011	35288	GEN CTY DRAIN COMMISSION	NPDES PHASE II IMPL FEES 7/1-9/30/11	862.72
09/22/2011	35289	GEN CTY ROAD COMMISSION	AUGUST 2011 S-MTCE & OPERATIONS	531.30
09/22/2011	35290	KENDALL PRINTING	1000 BUSN CARDS	55.00
09/22/2011	35291	MICHIGAN PIPE AND VALVE	WATER METER PARTS	130.92
09/22/2011	35292	MUZZALL GRAPHICS	A/P LASER CHECKS QTY 2000	212.05
09/22/2011	35293	NATIONAL PATENT ANALYTICAL SYS	PBT MOUTHPIECES (400)	161.79
09/22/2011	35294	PRINTING SYSTEMS	VOTER ID CARDS/QVF MSTR CARDS (250 EACH)	39.00
09/22/2011	35295	PROGRESSIVE	REVIEWS ON HIGH SCHOOL/MILLER RD	303.75
09/22/2011	35296	ROYALTY SERVICES INC	MOW & TRIM CITY PROPERETIES 7/12/11	815.00
			MOW & TRIM CITY PROPERTIES 7/19/11	815.00
			MOW & TRIM 6060 BRISTOL (2) 6/27&7/11/11	400.00
			MOW & TRIM CITY PROPERTIES 7/25/11	815.00
			MOW & TRIM CITY PROPERTIES 8/1/11	815.00
			MOW & TRIM CITY PROPERTIES 8/9/11	815.00
			MOW & TRIM CITY PROPERTIES 8/23/11	815.00
			MOW & TRIM CITY PROPERTIES 8/16/11	815.00
			MOW & TRIM CITY PROPERTIES 8/30/11	815.00
			MOW & TRIM 6460 BRISTOL 8/4/11	125.00
			MOW & TRIM 5216 BIRCHCREST 8/30/11	125.00
			MOW & TRIM 7151 MILLER 8/2/11	150.00
			MOW & TRIM 6060 BRISTOL 7/25 8/8 8/22/11	600.00
			MOW & TRIM CITY PROPERETIES 9/6/11	815.00
			MOW & TRIM CITY PROPERTIES 9/12/11	815.00
				9,550.00
09/22/2011	35297	SALLY M ADAMS	AUG-OCT 2011 REIMB RETIREE MEDICAL	657.00
09/22/2011	35298	SIMEN FIGURA & PARKER PLC	AUG 2011 GEN'L/TRAFFIC/ORDIN	3,314.00
09/22/2011	35299	SWARTZ CREEK AREA FIRE DEPT.	AUGUST 2011 MONTHLY RUNS	1,468.48
09/22/2011	35300	VALLEY PETROLEUM	9/1-9/15/11 FUEL USAGE - DPW	377.67
09/22/2011	35301	VALLEY PETROLEUM	9/1-9/15/11 FUEL USAGE - POLICE	1,195.29
09/22/2011	35302	VERMEER OF MICHIGAN	BLADE SHARPENING/SHIPPING	44.44
09/22/2011	35303	VILLAGE CLEANERS	AUGUST 2011 UNIFORM CLEANING	148.25

09/27/2011	35304	GENESEE COUNTY LAND BANK	REFUND SU 2011 58-02-503-004	2,704.01
09/29/2011	35305	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV. MATS, SUPPLIES	79.73 27.50
				107.23
09/29/2011	35306	BURTON IMAGING & GRAPHICS	COPIES OF MAPS	28.00
09/29/2011	35307	COMCAST BUSINESS	10/1-10/31/11 PUBLIC SAFETY BLDG	139.85
09/29/2011	35308	DELTA DENTAL PLAN	OCT 2011 VISION - RETIREES (4)	22.24
09/29/2011	35309	ERNESTINE M TUNE	VIDEO & PROD JOINT SERV MEETING 7/20/11	100.00
09/29/2011	35310	GENESEE CTY DRAIN COMMISSIONER	4176 BIRCH LANE WATER TAP	1,000.00
09/29/2011	35311	GENESEE CTY DRAIN COMMISSIONER	AUG 2011 COMM/READY TO SERVE	86,147.42
09/29/2011	35312	JERRY W TODD	CURB BOX REPAIR 7483 COUNTRY MEADOWS	350.00
09/29/2011	35313	JERRY'S TIRE	NEW REAR TIRES/ALIGNMENT #3 TRUCK	358.28
			NEW REAR TIRES/ALIGNMENT #2 TRUCK	358.28
				716.56
09/29/2011	35314	LANDMARK APPRAISAL CO	ASSESSOR SERVICES NOV 1, 2010-OCT 31, 20	2,233.33
09/29/2011	35315	PURCHASE POWER	POSTAGE/REFILL TRANS FEE	1,019.99
09/29/2011	35316	ROWE PROFESSIONAL SERVICES CO	SWR LINING CONT/HIGH SCHOOL SITE PLAN RV	696.00
09/29/2011	35317	ROWE PROFESSIONAL SERVICES CO	CE, TEST & OBS MILLER/ELMS E TO TALLMADG	1,516.25
09/29/2011	35318	STATE OF MICHIGAN DEPT TRANS	LOCAL COST #2	49,634.02
09/29/2011	35319	SUBURBAN AUTO SUPPLY	OIL FILTERS (2) FOR CHEVY PICKUPS	7.98
09/29/2011	35320	VALLEY PETROLEUM	5W-30 OIL	29.28
GEN TOTAL of 124 Non-Void Checks:				571,262.58

ALEXANDER, ZELMANSKI, DANNER & FIORITTO, PLLC

ATTORNEYS AND COUNSELORS AT LAW
44670 ANN ARBOR ROAD
SUITE 170
PLYMOUTH, MI 48170

D. DOUGLAS ALEXANDER
EDWARD J. ZELMANSKI
GREGORY J. FIORITTO
TRACY N. DANNER
LEE S. SCHOFIELD
MARK B. DAVIS*
SHANE F. DIEHL
PAUL C. SCHULTZ
CATHERINE E. MILLS
CORENE C. FORD

TEL (734) 459-0062
FAX (734) 459-5313
WWW.AZDFCONDO.COM

*Also admitted to Florida Bar

September 27, 2011

VIA REGULAR MAIL & EMAIL (Richard@figuralaw.com)

City of Swartz Creek
c/o Richard Figura, Esq.
Richard J. Figura, P.C.
11470 S. Leelanau Hwy., Ste. 105
Empire, MI 49630

Re: Springbrook Colony Condominium - Sanitary Sewer System & Water System Transfer Agreement

Dear Figura:

We serve as counsel to Springbrook Colony Association, a Michigan nonprofit corporation (“the Association”). We understand that the Association and the City of Swartz Creek (“City”) desire to enter into an agreement whereby the common element sanitary sewer system and water system (“Utility Systems”) of the Springbrook Colony Condominium would be dedicated to the public. The primary reason for the agreement being the repeated demands from the Michigan Department of Environmental Quality (“DEQ”) for the City to take over the ownership and operation of the Utility Systems.

We have been asked to provide you with our opinion regarding the authority of the Association to enter into such an agreement with the City, as well as the Association’s authority to grant a general easement to the City for access to the Utility Systems. To provide this opinion, we have examined the following documents:

- a. The Springbrook Colony Condominium’s Master Deed and Bylaws, including all amendments thereto; and
- b. The Association’s Articles of Incorporation and Corporate Bylaws, including all amendments thereto.

City of Swartz Creek

Re: Springbrook Colony Condominium - Utility Systems Transfer Agreement

September 27, 2011

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- c. Michigan state law including the Condominium Act, MCL 559.101 et seq. as necessary to enable us to express the opinions set forth herein.

(a) and (b) above shall be hereinafter referred to as "the governing documents."

In our capacity as counsel to the Association, we have examined copies of documents that in our judgment, are necessary to render the opinions expressed below. As to any factual matters material to this opinion that we did not independently verify, we have relied upon the Association's representations.

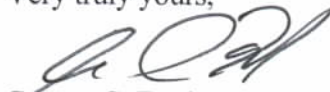
Based upon our examination of the foregoing, and our examination of questions of law as we have considered necessary or appropriate, we are of the opinion that:

1. The Association is a duly established domestic nonprofit corporation incorporated under the laws of the State of Michigan, and is currently in good standing with the Michigan Secretary of State.
2. The Association has the power, through its Board of Directors and its designated officers, to manage its affairs and assets, govern itself, and carry on its business as now conducted and as presently proposed to be conducted.
3. The Association has the right, capacity and authority to convey and assign real or personal property on behalf of the Association in furtherance of any purpose of the Association.
4. The Association conducted the appropriate procedures in compliance with its Governing Documents and applicable law in regards to the dedication of the Utility Systems to the public. In accordance with its Governing Documents, the Association's Board of Directors approved and signed a Board Resolution to authorize the Association's Board of Directors and officers to take any and all actions necessary to consummate this transaction.

Accordingly, it is our opinion that the Association has the authority to enter into such an agreement with the City and has the authority to grant a general easement to the City for access to the Utility Systems.

The opinions expressed in this letter are solely for the use of the City, and are not to be relied on by any other persons, firms or entities, without our prior written approval. The opinions expressed in this letter are limited to the matters set forth in this letter, and no other opinions should be inferred beyond the matters expressly stated.

Very truly yours,



Corene C. Ford

cc: Board of Directors

**Springbrook Colony Association
RESOLUTION OF THE BOARD OF DIRECTORS**

This resolution is made on this 27th day of September, 2011.

The undersigned officers of Springbrook Colony Association ("the Association"), a Michigan nonprofit corporation, hereby certify that the following resolution has been adopted by the Association's Board of Directors ("Board"):

After due deliberation and consideration, the Board consents and agrees to the following action, adopts the following resolution and transacts the following business of and for the Association:

WHEREAS, the Association is a Michigan nonprofit corporation, governed by its Articles of Incorporation;

WHEREAS, the Board believes it is in the best interest of the Association and its members for the Association to transfer the ownership of the common element sanitary sewer system and water system ("Utility System") to the City of Swartz Creek, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek Michigan 48473.

WHEREAS, at a duly noticed and called meeting of the Board, at which a quorum was present, the Board voted affirmatively to adopt a resolution by the percentage required by law and pursuant to the relevant provisions of the Association's Articles of Incorporation, Corporate Bylaws and other Governing Documents, directing and empowering the Board to make transfer described above; and,

WHEREAS, at the direction and with the approval of the Board, the President and Secretary of the Association accepted, approved, and executed the Utility Transfer and Dedication Agreement Between City of Swartz Creek and Springbrook Colony Association.

NOW THEREFORE, IT IS RESOLVED THAT:

1. The Association is hereby authorized and empowered to enter into the Utility Transfer and Dedication Agreement Between City of Swartz Creek and Springbrook Colony Association;

2. The President or other Officer and Secretary or other Officer of the Association are hereby authorized and directed to take any and all action as may be necessary to consummate the terms of the Utility Transfer and Dedication Agreement Between City of Swartz Creek and Springbrook Colony Association, including without limitation, executing and delivering all

necessary easements; and, as provided in said agreement hereby dedicates the Utility System to the public; and

3. This Resolution shall remain in full force; and,

4. The Board agrees and acknowledges that this Resolution may be executed in counterparts, and each separately signed Resolution shall constitute part of the same, single valid approval of the Board as a whole.

Whereas the Board of Directors has duly approved the transfer the ownership of the Utility System to the City of Swartz Creek, pursuant to powers reserved to it under the Condominium Bylaws for Springbrook Colony Association;

Now it is further resolved that the President or other Officer and Secretary or other Officer of the Association for Springbrook Colony Association, is now and shall be authorized to execute any and all documents necessary to effectuate the transfer of ownership of the Utility System to the City of Swartz Creek, on behalf of the Springbrook Colony Association, including without limitation, executing and delivering all necessary easements.

SPRINGBROOK COLONY ASSOCIATION

Shirley Oliver

By: Shirley Oliver, President

Betty Long

By: Betty Long, Secretary

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
PARK AND RECREATION ADVISORY BOARD
MINUTES OF REGULAR MEETING
SEPTEMBER 14, 2011

Meeting called to order at 6:00 PM.

ROLL CALL:

Members Present: James Florence, Rae Lynn Hicks, Rick Henry, Korene Kelly, Ron Schultz.
Members Absent: Rod Gardner, Mike Shumaker, Roy Thornton, Dave Plumb.
Staff Present: Director of Public Services Svrcek, Juanita Aguilar, City Clerk.
Other Present: None.

AGENDA:

Motion by Member Henry, second by Member Schultz, the agenda be approved. Motion carried. Member Kelly explained to the Board that they should be looking for a new member on the Board as she has been informed she has lung cancer. By consensus of the Board, this matter will be reviewed when there is a need and not at this time.

APPROVAL OF MINUTES:

Motion by Member Schultz, second by Member Florence, approve the Minutes of April 13, 2011, as presented. Motion carried.

MEETING OPEN TO THE PUBLIC: No comments.

COMMUNICATIONS TO BOARD/REPORT BY DPS SVRCEK:

DPS Svrcek handed out a form to be filled out by members for information update of name/address/phone/and e-mail address.

DPS Svrcek spoke on the playscape equipment update including that of tire swings with the current need to find tires that are not steel-belted. Member Schultz suggested tire swing be modified so very young children won't fall through.

DPS Svrcek noted there was very little vandalism at Elms Road Park this summer. Although at Winshall Park there was damage to the restroom with the use of M-80 fireworks in the toilet. The cost of repair will be about \$1,100 for a new toilet because the current style is no longer being made.

Board discussion on the possibility of having electrical hand dryers installed in park restroom.

DPS Svrcek informed the Board that the Eagle Scout's project has not been started and he has not heard from the Scout recently.

Member Henry got an e-mail and was informed the War Memorial will be part of the Genesee County Master Gardener tour. He also stated the last statute is scheduled to be unveiled on Memorial Day, and that there is still 35' left of bricks to be sold.

DPS Svrcek stated the City will be donating brown paint to the Women's Club for the Holland pavilion project.

OLD BUSINESS:

Christmas With Fire Department

Chairperson Hicks explained the Fire Chief Cole will be holding a meeting to coordinate the Christmas festivities on September 22, at 6:30 PM. Invited to this meeting will be the City, Fire Department, DVA, Friends of the Library. Member Henry volunteered to attend this meeting on behalf of the Park Advisory Board. Member Florence will inform the Senior Center of the meeting.

Movies in the Park

It was noted this was a successful endeavor, with a few postponements or cancellations due to weather. It was noted the mosquitoes were bad this year.

Chairperson Hicks asked if a little stage could be built in Winshall Park as she noticed children using the amphitheater for playing.

MINUTES OF SWARTZ CREEK PARK AND RECREATION ADVISORY BOARD
SEPTEMBER 14, 2011 – PAGE TWO OF THREE

Member Henry suggested building a playscape using earth mover tires to build tears, as he had observed this in another community. Member Henry also noted the War Memorial Committee is only selling bricks for fund raising, and suggested a group supporting the park programs could take over their annual rummage sale during Hometown Days. Last year they made \$5,300 from rummage sale donations and left over items were donated to three Churches, Salvation Army, books to the Friends of the Library, and the balance of the clothes were purchased for \$150. Storage was donated by the storage unit across the expressway. Chairperson Hicks thought the Women's Club may consider such a project.

NEW BUSINESS:

Office Staff Comments

City Clerk Aguilar informed the Board that she had contacted different cities to determine what they charged and how they handled park reservations. She informed the Board there has been some problems with people cancelling after they have paid for the reservation and demanded return of their money. She also stated there have been a problem of people calling in for a reservation but never coming to the office to fill out the reservation or paying the reservation fee. She asked what recommendations would the Park Board give the City Council as to how to handle cancellations of park reservations.

Motion by Member Kelly, second by Member Schultz, the Park and Recreation Advisory Board recommend that no reservation will be made until form is filled out and funds received for reservation. Motion carried.

Motion by Member Henry, second by Member Kelly, the Park and Recreation Advisory Board recommend upon cancellation of reservation, one-half of reservation fee will be returned if ~~cancellation is made within 30 days~~. Motion carried. (Amended later in meeting)

Motion by Member Kelly, second by Member Florence, the Park and Recreation Advisory Board recommend reservations to be made for Friday, Saturday, Sunday, and Holidays, weekdays will be on a first come/first serve basis. Motion carried.

Motion by Member Kelly, second by Member Henry, to remove "if cancellation is made within 30 days.) Motion carried.

Revised Motion now read: The Park and Recreation Advisory Board recommend upon cancellation of reservation that one-half of reservation fee will be returned.

Discussion on raising the fee for non-residential reservations.

Motion by Member Henry, second by Member Kelly, the Park and Recreation Advisory Board recommend the reservation fees be as follows:

Elms Road Park:

Pavilion #1:	Res-\$35	Non Res-\$70
Pavilion #2:	Res-\$75	Non Res-\$120
Pavilion #3	Res-\$35	Non Res-\$70
Pavilion #4	Res-\$75	Non Res-\$120

Winshall Park

Pavilion #1	Res-\$35	Non Res-\$70
Pavilion #2	Res-\$35	Non Res-\$70
Pavilion #3	Res-\$35	Non Res-\$70

Motion carried. Vote: Yes-4, No-1

The Board discussed having a refundable deposit. Problem of patrons in violation of rules, such as parking on grass by pavilion, dogs running loose, and not picking up after the dogs.

MINUTES OF SWARTZ CREEK PARK AND RECREATION ADVISORY BOARD
SEPTEMBER 14, 2011 – PAGE THREE OF THREE

City Clerk Aguilar stated the above recommendations will be presented to City Council and if required, new reservation forms will be created.

NEXT MEETING DATE:

The next meeting will be held on the 2nd Wednesday in November, November 9, 2011, at 6:00 PM

ADJOURNMENT:

Motion by Member Schultz, second by Member Florence, to adjourn. Motion carried.

Meeting adjourned at 7:15 PM.

Respectfully submitted,

Korene D. Kelly, Secretary
Swartz Creek Park and Recreation Advisory Board

City of Swartz Creek

Department of Police

Chief RICK CLOLINGER

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: (810)-635-4401

Fax: (810)-635-3728

To: Paul Bueche, City Manager
From: Rick Clolinger, Chief of Police
Date: 10-5-11
Ref: Auction of City Owned Vehicles

This correspondence is a request for a resolution from the City Council to place the two below listed city owned vehicles in Bidcorp.com for sale. The vehicles are listed below:

2005 Ford Crown Victoria Police Interceptor
VIN: 2FAHP71W15X123346 Black in Color 4Dr. 79753 Miles
Purchased: 11-17-04

2006 Dodge Charger
VIN: 2B3KA43G66H511112 Black in Color 4Dr. 73576 Miles
Purchased: 8-8-06

These vehicles were used as patrol vehicles. Considering their age, miles, and condition it is time to remove them from our fleet and dispose of them by auction. This will reduce our fleet to two marked police vehicles and two semi-marked police vehicles, as well as 2 staff/detective vehicles.

I would further ask for a resolution by City Council authorizing me to enter into an agreement with Bidcorp.com to agree with their terms and conditions for the use of their auction website. A copy of their terms and conditions are submitted with this report. Upon authorization I will list these vehicles on Bidcorp.com for auction to the highest bidder within the required time frame of the auction, as well as the reserved price. Bidcorp.com will receive 3.5% of the closing price within 30 days of the sale.

Any questions please feel free to call me.



Rick Clolinger
Chief of Police



City of
Swartz
Creek

City Offices

M-F 8am-4:30pm
810.635.4464
810.635.2887 fax

Police Department

Emergency 911
M-F 8am-5pm
810.635.4401
810.635.3728 fax

Public Services Department

M-F 8am-4:30pm
810.635.4464

To: Paul Bueche
From: Tom Svrcek, Public Service Director
Date: 10-5-11
Ref: Auction of City Owned Vehicles

This correspondence is a request for a resolution from the City Council to place the three below listed city owned vehicles in Bidcorp.com for sale. The vehicles are listed below:

1992 Chevy Kodiak Dump Truck / 19,131 Miles
VIN#: 1GBL7H1P7NJ101576
Reserved price \$2,000.00

1991 Chevy GMT400 Pickup Truck/ 81,425 Miles
VIN#: 1GCFC24H3ME182508
Reserved price \$1,000.00

1993 Chevy Truck with Western Blade / 79,507 Miles
VIN#: 1GCGK24K3PE205535
Reserved price \$1,500.00

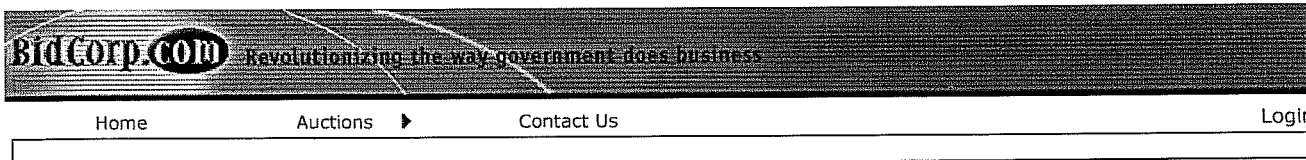
These vehicles were used in our Department of Public Works Division. Considering their age, miles, and condition it is time to remove them from our fleet and dispose of them by auction.

I would further ask for a resolution by City Council authorizing me to enter into an agreement with Bidcorp.com to agree with their terms and conditions for the use of their auction website. A copy of their terms and conditions are submitted with this report. Upon authorization I will list these vehicles "AS IS" on Bidcorp.com for auction to the highest bidder within the required time frame of the auction, as well as the reserved price. Bidcorp.com will receive 3.5% of the closing price within 30 days of the sale.

Any questions please feel free to call me.

Tom Svrcek
Public Service Director





BIDCORP.COM, INC. TERM AND CONDITIONS

THE FOLLOWING DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH BIDCORP.COM OFFERS YOU ACCESS TO ITS SERVICES. BY USING BIDCORP.COM'S SERVICES, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. THE TERMS OF THIS AGREEMENT ARE FROM TIME TO TIME AMENDED. EACH TIME YOU LOG-ON YOU AGREE TO THE FOLLOWING CURRENT TERMS AND CONDITIONS.

By clicking the button below marked "Yes, I agree" on the "Accept Contract" page, or by installing or using the services, you agree to be bound by the terms of this Agreement. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE SERVICES.

ELIGIBILITY

BidCorp.com is available only to persons, business or government entities that, with an e-mail address that can enter into legally binding contracts under applicable law. If User does not qualify under the foregoing, User may not use these services. By accepting this Agreement, you represent and warrant that you are legally competent to enter into this contract and further if you are entering into this Agreement for a business or government entity, you represent and warrant that you are fully authorized and empowered by said entities' controlling and governing body to enter into this Agreement for said entity and to legally bind said entity. If you do not have authority from the entity you are contracting for, or your entity is not legally formed or organized, you will have "personal" contractual liability under this Agreement.

BidCorp.com acts as an electronic market place for buyers and sellers. The site acts as the venue for sellers and buyers. BidCorp.com is not involved in the actual transaction between buyers and sellers. As a result, we have no control over the quality, safety or legality of the items advertised, the truth or accuracy of the listings, the ability of sellers to sell items or the ability of buyers to buy items. We cannot ensure that a buyer or seller will actually complete a transaction. BidCorp.com is not a party to the buy-sell contract between the buyer and the seller. BidCorp.com is not therefore, liable to either buyer or seller for any claim of breach of contract or breach of warranty.

Because user authentication on the Internet is difficult, BidCorp.com cannot and does not confirm each user's purported identity. BidCorp.com does not approve, pre-approve or screen any users of this site. Each party contracts with another party at their own risk.

We do not control the information provided by other users which is made available through our system. You may find other user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution, common sense, and practice safe trading when using our site. Please note that there are also risks of dealing with foreign nationals, underage persons or people acting under false pretense.

BidCorp.com cannot and does not control whether or not sellers will complete the sale of products or services they offer or buyers will complete the purchase of products or services. You should conduct your own independent research to investigate the information placed on BidCorp.com by its Users and Bidders, and obtain independent professional advice, as you deem appropriate. In addition, note that there are risks of dealing across national borders, with underage persons, or with people acting under false pretense. Because user authentication on the Internet is difficult, BidCorp.com cannot and does not confirm that users are who they claim to be.

FEES AND SERVICES

Joining and bidding on items at BidCorp.com is free. We may change our Fees and Credits Policy and the fees for our services from time to time. Our changes to the policy are effective after we provide you with at least fourteen- (14) days' notice of the changes by posting the changes on our website. However, we may choose to temporarily change our Fees and Credits Policy and the fees for our services for promotional events (for example, free listing days) and such changes are effective when we post the temporary promotional event on the announcements board. When you list an item you have an opportunity to review and accept the fees that you will be charged for the use of our listing services. We may in our sole discretion change some or all of our services at any time. In the event we introduce a new service, the fees for that service are effective at the launch of the service. Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees associated with using our service and our website and all applicable taxes.

AUCTION SERVICE FEES

BidCorp.com does not charge Listing Members to list auction items. BidCorp.com does not charge Bidders to register and bid on auction items. A fee is assessed only when a Listing Member successfully sells an auction item. The fee charged for the Auction Service is 5% of the sale price. There is no minimum or maximum fee. All fees charged are based on the currency in which the transaction is facilitated. The Listing Member pays all fees. Fees are due within 30 days of the close of a successful auction.

AUCTION TERMS FOR BIDDERS- BIDDING AND BUYING

If you bid is the highest bid, and it exceeds reserve requirements and your bid is accepted by the Listing Member, you are obligated to complete the transaction with the Listing Member unless transaction is prohibited by law or by this Agreement. By bidding on an item you agree to be bound by the conditions of sale included in the item's description (or linked to from the description) so long as those conditions of sale are not in violation of this Agreement or unlawful. Bids are not retractable except in exceptional circumstances such as when the Listing Member materially changes the item's description after you bid a clear typographical error is made, or you cannot authenticate the Listing Member's identity.

YOUR INFORMATION

"Your Information" is defined as any information you provide to us or other users in the registration, bidding or listing process, in any public message area (including the feedback area) or through any email feature. You are solely responsible for Your Information, and we act as a passive conduit for your online distribution and publication of Your Information. With respect to Your Information:

Your Information (or any items listed therein): (a) shall not be false, inaccurate or misleading; (b) shall not be fraudulent or involve the sale of counterfeit or stolen items; (c) shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) shall not violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (e) shall not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) shall not be obscene; (g) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with surreptitiously intercept or expropriate any system, data or personal information; (h) shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers; and (i) shall not link directly or indirectly to or include descriptions of goods or services that: (aa) are prohibited under this Agreement; (bb) are concurrently listed for auction on a web site other than BidCorp.com's; or (cc) you do not have a right to link to or include. Furthermore, you may not list any item on our site (or consummate any transaction that was initiated using our service) that, by paying to us the listing fee or the final value fee, could cause us to violate any applicable law, statute, ordinance or regulation, or that violates our current Prohibited, Questionable and Infringing Items.

Solely to enable BidCorp.com to use the information you supply us with, so that we are not violating any rights you might have in that information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright and publicity rights (but no other rights) you have in Your Information, in any media now known or not currently known, with respect to your information. BidCorp.com will only use Your Information in accordance with our Privacy Policy.

MARKETPLACE AND SYSTEM INTEGRITY

Listing Members may not manipulate the price of their product or service, either by using a shell (either a secondary account or third party), by bidding themselves, or by any other means. User may not consummate a transaction outside of the BidCorp.com that occurs using BidCorp.com to avoid fees. User may not use any device, software, or routine to interfere or attempt to interfere with the proper working and security of the BidCorp.com Auction Service or any transaction being conducted on the BidCorp.com. User may not take any action, which imposes an unreasonable or disproportionately large load on the BidCorp.com infrastructure. User may not disclose to or share its BidCorp.com login or password with any third parties or use its BidCorp.com login or password for any purpose not permitted by these Terms and Conditions of Use.

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The BidCorp.com web site may contain links to third-party websites that are not under the control or operation of BidCorp.com. BidCorp.com provides any such links only as a convenience and does not endorse and is not responsible for the contents of any linked site or any site linked to from a linked site. BidCorp.com does not warrant or guarantee any product or service offered through any such websites and will not be a party to any transaction between you and the providers of any third-party product or service, or be liable for any cost or damages arising either directly or indirectly from any action or inaction by those parties' providers.

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You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein without our prior expressed written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the BidCorp.com site or any auction being conducted on our site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Much of the information on our site is updated on a real time basis and is proprietary or is licensed to BidCorp.com by our users or third parties. You agree not to copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for Your Information) from our website.

BREACH

Without limiting other remedies, we may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your membership and refuse to provide our services to you: (a) if you breach this Agreement or the documents it incorporates by reference; (b) if we are unable to verify or authenticate any information you provide to us; (c) if we believe that your actions may cause legal liability for you, our users or us; or (d) for any other reason.

PRIVACY

BidCorp.com's Privacy Policy is a separate document than this agreement. By accepting this Agreement, you acknowledge that you have read and agree to the terms of BidCorp.com's Privacy Policy.

NO WARRANTY

WE AND OUR SUPPLIERS PROVIDE OUR WEB SITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.

LIABILITY LIMIT

IN NO EVENT SHALL WE OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SITE, OUR SERVICES OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE).

OUR LIABILITY, AND THE LIABILITY OF OUR SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF: (A) THE AMOUNT OF FEES YOU PAY TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY. AND (B) \$100. Some states do not allow the limitation of liability, so the foregoing limitation may not apply to you.

INDEMNITY

You agree to indemnify and hold us and our subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

LEGAL COMPLIANCE

You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of our service and your bidding on, listing, purchase, solicitation of offers to purchase, and sale of items.

NO AGENCY

You and BidCorp.com are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

NOTICES

Except as explicitly stated otherwise, any notices shall be given by postal mail to ATTN: LEGAL DEPT, BidCorp.com, Inc., PO BOX 1284, Walled Lake, MI 48390 or to the email address you provide to BidCorp.com during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to BidCorp.com during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement or our services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Novi, Michigan, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or BidCorp.com may seek any interim or preliminary relief from a court of competent jurisdiction in Novi, Michigan necessary to protect the rights or property of you or BidCorp.com pending the completion of arbitration.

ADDITIONAL TERMS**DEFINITIONS**

Listing Member- This is public entity or pseudo-public entity that registers as a Listing Member with BidCorp.com. Listing Members are authorized to list Auction Items. The Listing Member acts as the seller when they are listing an Auction item for sale. Listing Members can bid on other Listing Member's Auction Items.

Bidder- This is the vendor or individual that registers with BidCorp.com as a Bidder. Bidder's can be a company or individual that wishes to purchase items in the Auction Service.

Successful Bidder- In the Auction Service, the Successful Bidder is the highest bidder for the auction item when the auction closes at the scheduled end date and any other restrictions are met (reserve price, etc.)

User- Any registered user of BidCorp.com (Listing Members and Bidders).

Agreement- This contract is referred to as "Agreement" and "User Agreement" and "Contract" interchangeably throughout this document.

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Revolutionizing the way government does business

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Welcome to BidCorp.com

BidCorp.com offers the most advanced suite of web-based software products for public entity purchasing. Whether you are a public entity looking to save money, increase efficiency or increase competition or a vendor looking to save time and to find more business opportunities, BidCorp.com has your solution.

Key benefits of BidCorp.com:

- No special additional hardware or software required
- Exposure to a national audience
- Uses your existing Web site
- Greater efficiency without modifying your existing business practices
- Lowest fees in the industry
- Proven - from villages with fewer than 2,000 residents, up to the entire State of Michigan government

Search open auctions

Our integrated search tool makes finding auctions easy.

New to Bidcorp.com? Register!

Registering at BidCorp.com is the first step in bringing your public entity or business to the Internet.

View all auctions

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Password:

Log In

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We're the premiere Web site for online public entity auctions. If you have questions or concerns you can reach us at support@bidcorp.com.

Announcements

1. BidCorp.com is pleased to announce that Auction fees have been lowered to 3.5% of the closing price. Auction fees apply to successful auctions only. Successful auctions are defined as auctions that receive at least one bid that meets or exceeds the reserve price that is set by the Auctioneer. There is never a charge for auctions which do not close successfully.

2. Attention auction sellers! BidCorp.com announces many new exciting features to make posting auctions easier. First, default auctions settings has been expanded and can now be configured for information such as auction duration, shipping information, general comments, terms and conditions, end of auction notifications, etc.

3. Auction bidders will enjoy new features such as auction category subscriptions, which will notify potential bidders when new auctions are listed in that category. Also, our new snipe-proof feature will prevent bidders from swooping in at the last second to steal an auction.

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CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS – PAGE 2

Snappy Lawn & Landscape
P.O. Box 673
Grand Blanc, MI 48430

SNOW PLOWING AREAS

- 1. MORRISH-MILLER ROAD PARKING LOT – Open hours are 7:00 a.m. to Midnight, Monday through Sunday.

For net sum of \$ 20.00 per push

- 2. NORTH MORRISH ROAD PARKING LOT – Open hours are 7:00 a.m. to Midnight, Monday through Sunday. The alleyway snow is to be plowed to the North side of the alleyways. In the parking lot the snow may be stockpiled to the West end or North side.

For net sum of \$ 34.00 per push

- 3. MUNICIPAL BUILDING, PERKINS LIBRARY-SENIOR CENTER PARKING LOT – Open hours are 8:00 a.m. to 8:00 p.m., Monday through Friday, Saturday-8:00 a.m. to 8:00 p.m.

Generally, the snow should be plowed to the North End of the parking lot. Contractor is to clear snow from the ten (10') foot sidewalk between the Northerly parking islands. Snow is not to be pushed into the East-West sidewalk at the South end of the lot.

For net sum of \$ 100.00 per push
Sidewalks \$ 15.00

- 4. HOLLAND DRIVE PARKING LOT – Open hours are 7:00 a.m. to Midnight, Monday through Sunday.

For net sum of \$ 35.00 per push

- 5. PUBLIC SAFETY BUILDING PARKING LOTS AND CIVIC DRIVE TO A POINT JUST WEST OF FIRST DRIVEWAY – No closed time – Open hours are twenty-four hours per day, seven days a week – preferably snow removal before 8:00 a.m. – Snow is not to be plowed on sidewalks.

For net sum of \$ 75.00 per push
Sidewalks \$ 15.00

- 6. PARK AND RIDE LOT 124' X 200'

For net sum of \$ 49.00 per push

GRAND TOTAL OF AREA 1 THROUGH 6. \$ 343.00

NOTE: ALL SIDEWALKS OPENINGS WILL BE CLEARED OF SNOW BEFORE 8 AM

ADVERTISEMENT FOR BIDS

CITY OF SWARTZ CREEK

Sealed bids for parking lot snowplowing for the seasons of November 2011 through April 2013 will be accepted by the City of Swartz Creek until 10:00 a.m., October 5, 2011, at which time bids will be opened, read and tabulated.

Specifications may be picked up at the City Hall, 8083 Civic Drive, Swartz Creek, Michigan, Monday-Friday, 8:30 a.m. to 4:30 p.m. Office is closed from 12 to 1:00

All bidders must be fully insured.

The City of Swartz Creek has the right to accept or reject any and all bids.

*****End of Notice*****

PUBLISH: Sunday, September 18, 2011
PROOF REQUIRED
THE SWARTZ CREEK NEWS

Please bill the: City of Swartz Creek
 8083 Civic Drive
 Swartz Creek, MI 48473

Reference: Account #8128

**CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS**

GENERAL INFORMATION:

The snow is to be plowed prior to the lot opening time after an accumulation of snow two (2") inches or more. Parking lots will not be plowed between opening and closing hours.

SALTING – SNOW LOADING:

All parking lot salting and snow loading will be performed by the City.

Successful contractor is required to notify the Director of Public Services when any lot requires snow loading. Said notification is to be made after the plowing rather than immediately before plowing.

SIDEWALKS:

All sidewalks at Public Safety Building, Senior Center and City Offices are to be cleared of snow when plowing lots.

PAYMENT:

Successful contractor is required to submit an itemized invoice per push within two (2) days after plowing to the Director of Public Services.

The invoice will list the area or areas plowed, dollar amount per area, date and time of plowing.

All invoices will be paid by the City monthly.

INSURANCE:

As a requirement of this bid being awarded by the City of Swartz Creek, the successful bidder will deposit a policy of liability insurance covering the activities of the bidder, with coverage in the minimum amount of \$1,000,000.

The successful bidder shall carry Workman's Compensation Insurance on all bidders' employees.

VEHICLE AND EQUIPMENT:

The bidder shall furnish his own vehicles and other necessary equipment for the performance of his duties under this Bid. In the event the contractor's equipment becomes inoperable, it is the contractor's responsibility to engage another contractor to perform the work as bid.

REJECTION/AWARD OF BIDS:

The City of Swartz Creek reserves the right to reject any and all bids or any portion of any bid, which in its opinion, is not in the best interest of the City and to award the bid or bids according to City's interest.

CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS – PAGE 2

SNOW PLOWING AREAS

1. MORRISH-MILLER ROAD PARKING LOT – Open hours are 7:00 a.m. to Midnight, Monday through Sunday.

For net sum of \$ _____.

2. NORTH MORRISH ROAD PARKING LOT – Open hours are 7:00 a.m. to Midnight, Monday through Sunday. The alleyway snow is to be plowed to the North side of the alleyways. In the parking lot the snow may be stockpiled to the West end or North side.

For net sum of \$ _____.

3. MUNICIPAL BUILDING, PERKINS LIBRARY-SENIOR CENTER PARKING LOT – Open hours are 8:00 a.m. to 8:00 p.m., Monday through Friday, Saturday-8:00 a.m. to 8:00 p.m.

Generally, the snow should be plowed to the North End of the parking lot. Contractor is to clear snow from the ten (10') foot sidewalk between the Northerly parking islands. Snow is not to be pushed into the East-West sidewalk at the South end of the lot.

For net sum of \$ _____.
Sidewalks \$ _____.

4. HOLLAND DRIVE PARKING LOT – Open hours are 7:00 a.m. to Midnight, Monday through Sunday.

For net sum of \$ _____.

5. PUBLIC SAFETY BUILDING PARKING LOTS AND CIVIC DRIVE TO A POINT JUST WEST OF FIRST DRIVEWAY – No closed time – Open hours are twenty-four hours per day, seven days a week – preferably snow removal before 8:00 a.m. – Snow is not to be plowed on sidewalks.

For net sum of \$ _____.
Sidewalks \$ _____.

6. PARK AND RIDE LOT 124' X 200'

For net sum of \$ _____.

GRAND TOTAL OF AREA 1 THROUGH 6. \$ _____.

NOTE: ALL SIDEWALKS OPENINGS WILL BE CLEARED OF SNOW BEFORE 8 AM

**CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS – PAGE 3**

SNOW PLOWING AREAS

SIDEWALK PLOWING AREA

1. Morrish Road from Fortino Drive to Wade/Ingalls St
2. Miller Road from Fortino Drive to Third Street – Both sides of the road
3. Fortino Drive from Miller to Morrish

Area will be done only at the request of the City of Swartz Creek and will be Part of Parking Lot Bid Award

MILLER ROAD

#1

CONC. SIDEWALK

65'

N

BLDG

90'

165'

SIDEWALK

10'

18'

80'

43'

MILLER MORRISH PARKING AREA

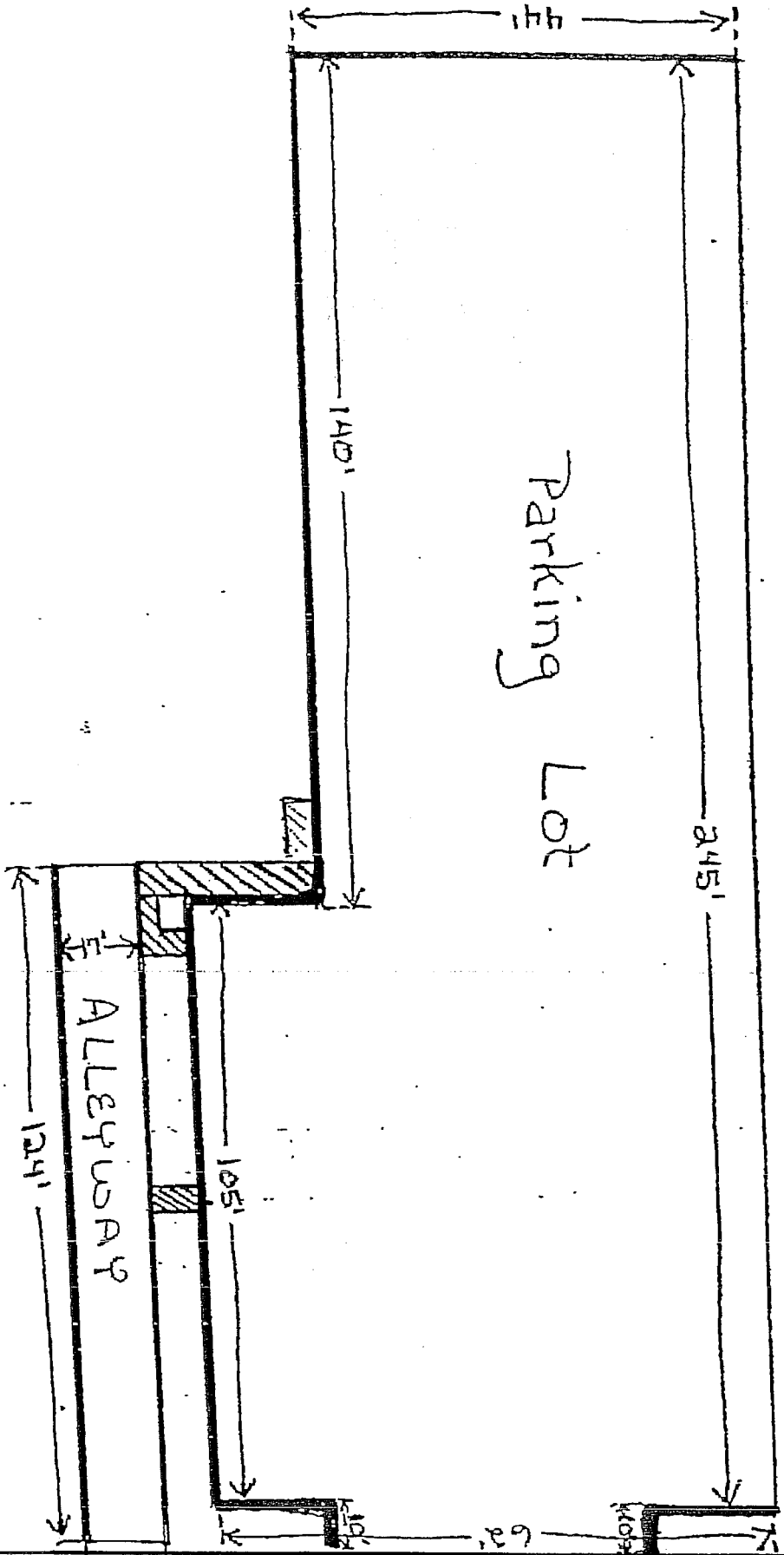
11'

27'

NOT DRAWN TO ANY SCALE

SIDEWALK IN FRONT AND ALONG MORRISH RD TO INGHAM ST. AND ON EAST SIDE TO INGHAM ST

Parking Lot



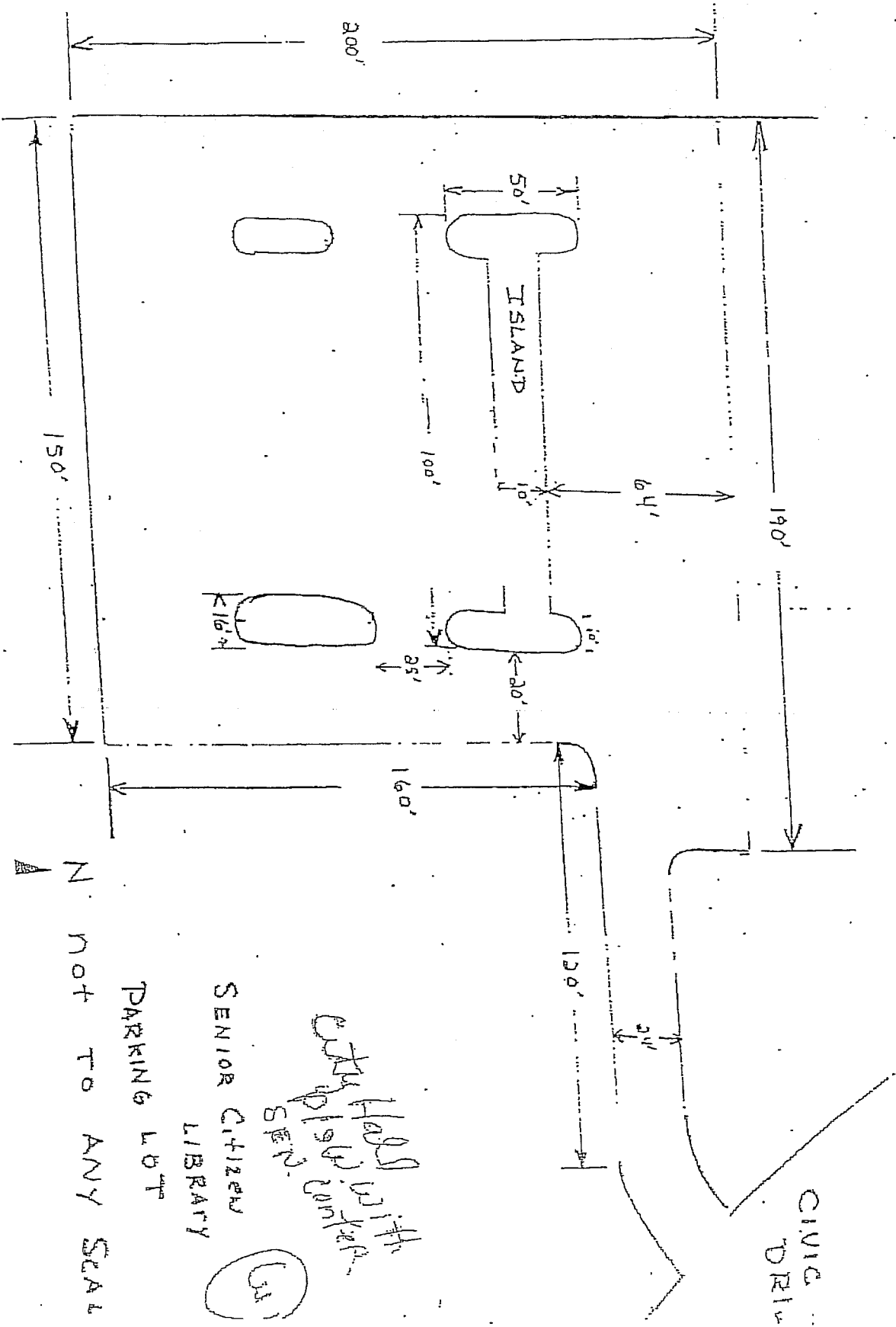
Miller Rd.

Miller Rd.

MORRISH Rd.

Sidewalk

BRIDGE



City Hall with
 display counter
 SER.

SENIOR CITIZEN
 LIBRARY

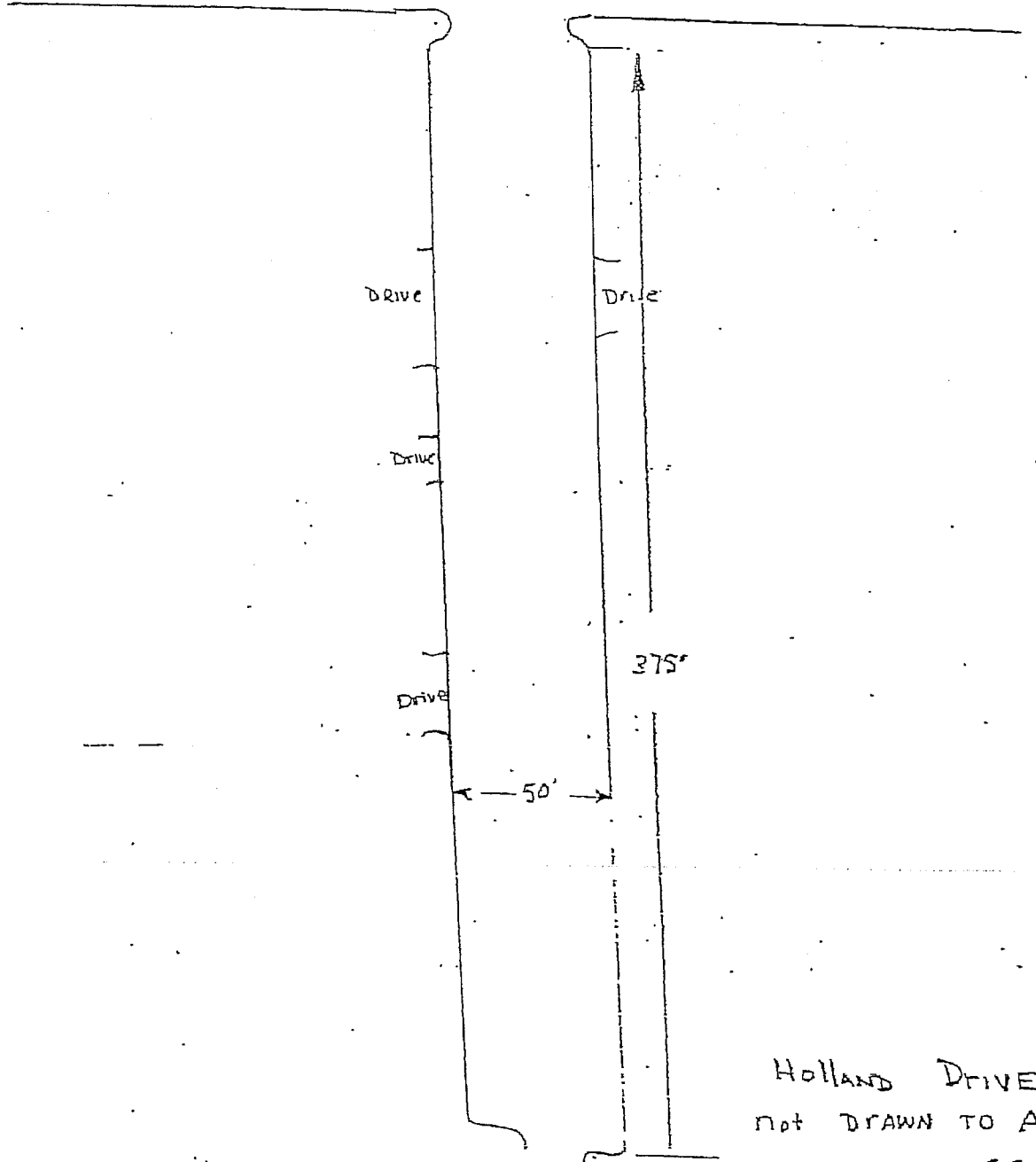
PARKING LOT

N not to ANY SCALE

(34)

Miller Road

14



HOLLAND DRIVE
NOT DRAWN TO ANY
SCALE

MEASUREMENTS CLOSE
APPROXIMATION

← INGALLS St →

Sidewalk 1



G

DO NOT
FLOW
CLYIC DR.
BEYOND THIS
POINT

ROAD
SIDE

DRIVE

CLYIC

ISLAND

ISLAND

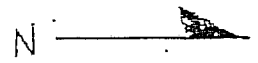
BACK

ISLAND

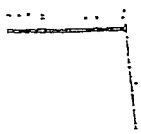
BLDG

ROAD
SIDE
ISLAND

FORTINO DRIVE



No SCALE



**CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS – PAGE 2**

SNOW PLOWING AREAS

1. MORRISH-MILLER ROAD PARKING LOT – Open hours are 7:00 a.m. to Midnight, Monday through Sunday.

For net sum of \$ 120.⁰⁰.

2. NORTH MORRISH ROAD PARKING LOT – Open hours are 7:00 a.m. to Midnight, Monday through Sunday. The alleyway snow is to be plowed to the North side of the alleyways. In the parking lot the snow may be stockpiled to the West end or North side.

For net sum of \$ 120.⁰⁰.

3. MUNICIPAL BUILDING, PERKINS LIBRARY-SENIOR CENTER PARKING LOT – Open hours are 8:00 a.m. to 8:00 p.m., Monday through Friday, Saturday-8:00 a.m. to 8:00 p.m.

Generally, the snow should be plowed to the North End of the parking lot. Contractor is to clear snow from the ten (10') foot sidewalk between the Northerly parking islands. Snow is not to be pushed into the East-West sidewalk at the South end of the lot.

For net sum of \$ 100.⁰⁰
Sidewalks \$ 100.⁰⁰

4. HOLLAND DRIVE PARKING LOT – Open hours are 7:00 a.m. to Midnight, Monday through Sunday.

For net sum of \$ 100.⁰⁰.

5. PUBLIC SAFETY BUILDING PARKING LOTS AND CIVIC DRIVE TO A POINT JUST WEST OF FIRST DRIVEWAY – No closed time – Open hours are twenty-four hours per day, seven days a week – preferably snow removal before 8:00 a.m. – Snow is not to be plowed on sidewalks.

For net sum of \$ 100.⁰⁰
Sidewalks \$ 100.⁰⁰

6. PARK AND RIDE LOT 124' X 200'

For net sum of \$ 100.⁰⁰.

GRAND TOTAL OF AREA 1 THROUGH 6. \$ 840.⁰⁰.

NOTE: ALL SIDEWALKS OPENINGS WILL BE CLEARED OF SNOW BEFORE 8 AM

Funds	Prev YE Fund Balance	Actual Revenues	Actual Expenditures	Effect on Fund Balance	FYE 2011 Fund Balance
Fund 101 - General Fund	1,205,664.19	1,684,599.08	1,744,679.71	(60,080.63)	1,145,583.56
Fund 202 - Major Street Fund	1,529,823.17	313,454.21	1,215,004.00	(901,549.79)	628,273.38
Fund 203 - Local Street Fund	167,345.47	199,675.72	334,577.28	(134,901.56)	32,443.91
Fund 226 - Garbage Fund	537,281.31	384,435.99	476,514.34	(92,078.35)	445,202.96
Fund 248 - Downtown Development Fund	52,602.94	3,388.57	9,953.69	(6,565.12)	46,037.82
Fund 265 - Drug Enforcement Fund	14,041.24	96,992.54	108,367.86	(11,375.32)	2,665.92
Fund 275 - Senior Citizens Fund	50.10	2.28	50.10	(47.82)	2.28
Fund 350 - City Hall Debt Fund	(184.90)	91,033.29	88,655.00	2,378.29	2,193.39
Fund 401 - Capital Project Fund	1.04	15,300.00	23,360.79	(8,060.79)	(8,059.75)
Fund 402 - Fire Equip Replacement Fund	81,060.52	205.07	0.00	205.07	81,265.59
Fund 590 - Water Supply Fund	860,280.00	1,305,620.51	1,351,235.73	(45,615.22)	814,664.78
Fund 591 - Sanitary Sewer Fund	1,553,537.49	1,129,370.82	969,986.73	159,384.09	1,712,921.58
Fund 661 - Motor Pool Fund	300,123.13	117,831.20	175,936.44	(58,105.24)	242,017.89
	6,301,625.70	5,341,909.28	6,498,321.67	(1,156,412.39)	5,145,213.31

Economic Vitality Incentive Program Certification of Accountability and Transparency

Issued under authority of Public Act 63 of 2011. Filing is mandatory to qualify for payments.

Each city/village/township applying for Accountability and Transparency payments must:

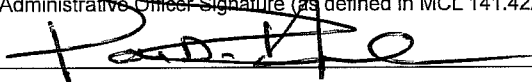
1. Certify to the Michigan Department of Treasury (Treasury) that the local unit listed below has produced and made readily available to the public, a citizen's guide and a performance dashboard of the local unit's finances, including recognition of unfunded liabilities.
2. Submit to Treasury a citizen's guide and a performance dashboard.

This certification, along with a citizen's guide and a performance dashboard, **must be received by October 1, 2011** (or the first day of a payment month) in order to qualify for that month's payment. Post mark dates will not be considered. For questions, call (517) 373-2697.

PART 1: LOCAL UNIT INFORMATION

Local Unit Name City of Swartz Creek	
Local Unit Code 252080	Local Unit County Genesee
Contact Name Mary Jo Clark	Contact Telephone Number 810-635-4464

PART 2: CERTIFICATION

<i>In accordance with Public Act 63 of 2011, the undersigned hereby certifies to Treasury that by October 1, 2011, the above mentioned local unit has produced and made readily available to the public a citizen's guide, and a performance dashboard of the local unit's finances, including recognition of unfunded liabilities. The citizen's guide and performance dashboard are attached to this signed certification.</i>	
Chief Administrative Officer Signature (as defined in MCL 141.422b) 	
Title City Manager	Date 9-29-11

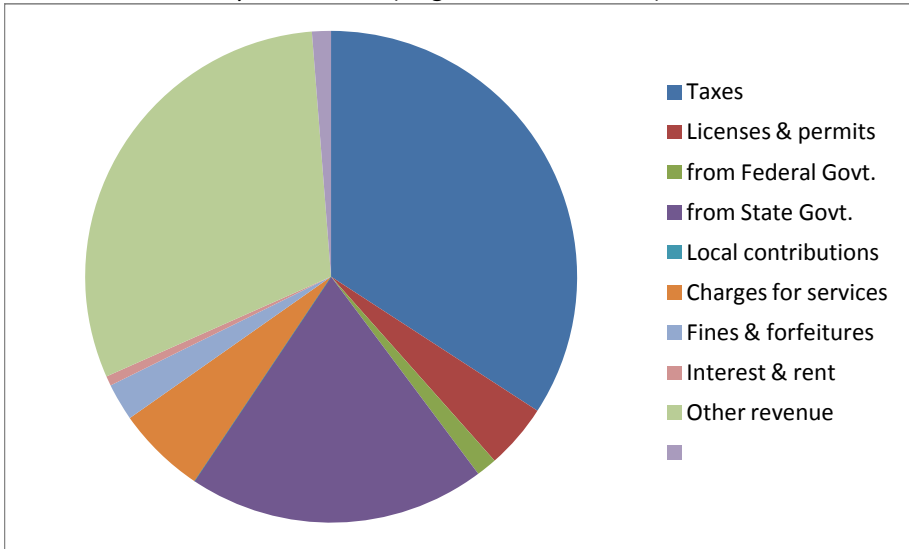
Completed and signed forms (including required attachments) should be e-mailed to: **TreasORTA@michigan.gov**

If you are unable to submit via e-mail, mail the completed form and required attachments to:

Michigan Department of Treasury
Office of Revenue and Tax Analysis
PO Box 30722
Lansing MI 48909

Treasury Use Only		
EVIP Eligible Y N	Certification Received	EVIP Notes
Final Certification	Dashboard Received	
	Citizen's Guide Received	

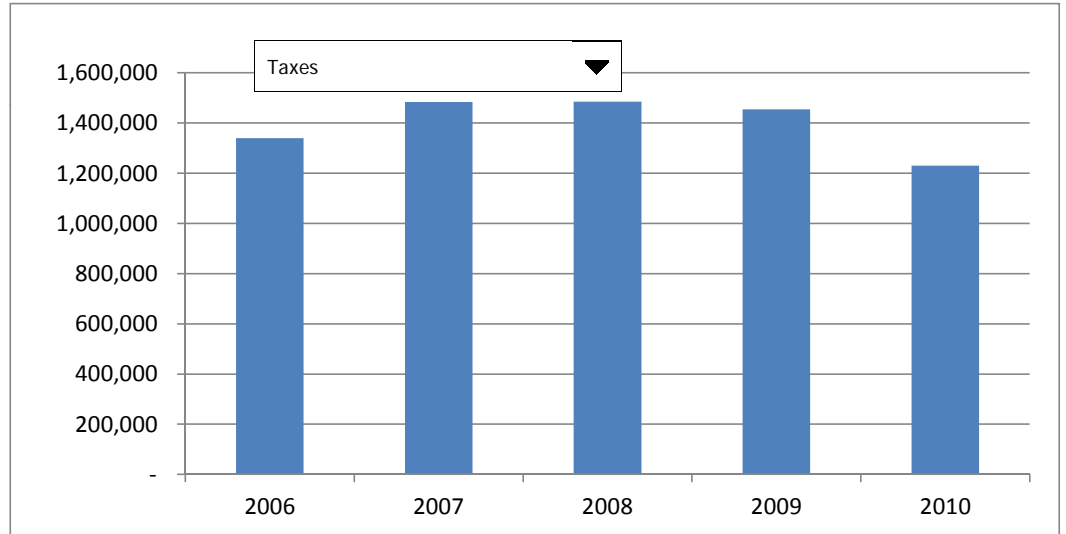
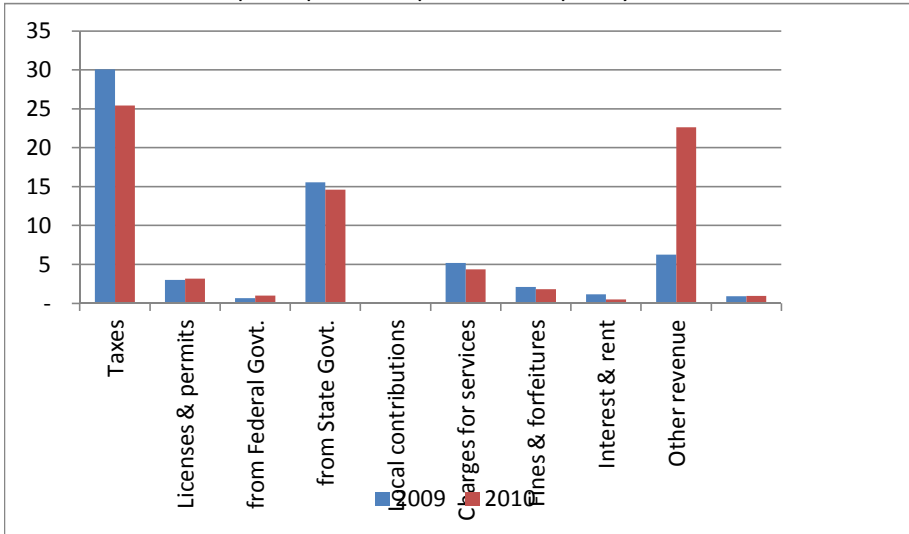
1. Where our money comes from (all governmental funds)



2. Compared to the prior year

	2009	2010	% change
Taxes	\$ 1,454,546	\$ 1,229,604	-15%
Licenses & permits	145,645	153,655	5%
from Federal Govt.	31,772	48,961	54%
from State Govt.	753,053	705,487	-6%
from Local Units	-	-	n/a
Charges for services	249,807	211,511	-15%
Fines & forfeitures	100,838	88,234	-12%
Interest & rent	55,377	23,255	-58%
Other revenue	301,786	1,093,289	262%
Net Interfund transfers	44,277	45,386	3%
Total	\$ 3,137,101	\$ 3,599,382	

3. Revenue sources per capita - compared to the prior year

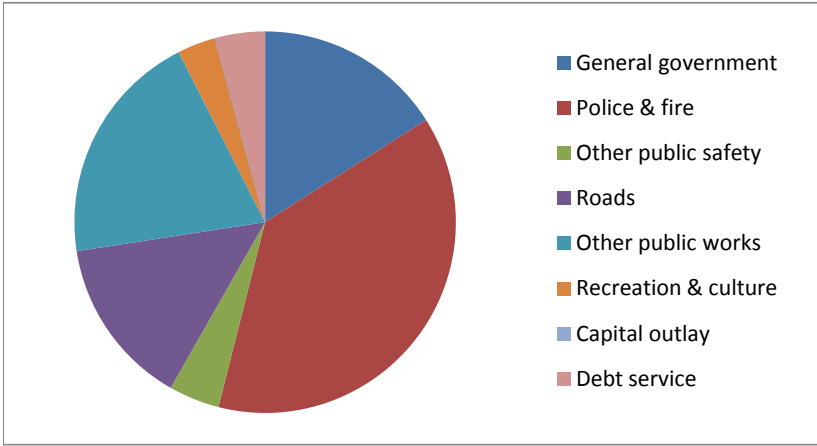


Commentary:

For more information on our unit's finances, contact Mary Jo Clark at (810) 635-4464.

CITIZENS' GUIDE TO LOCAL UNIT FINANCES - City of Swartz Creek

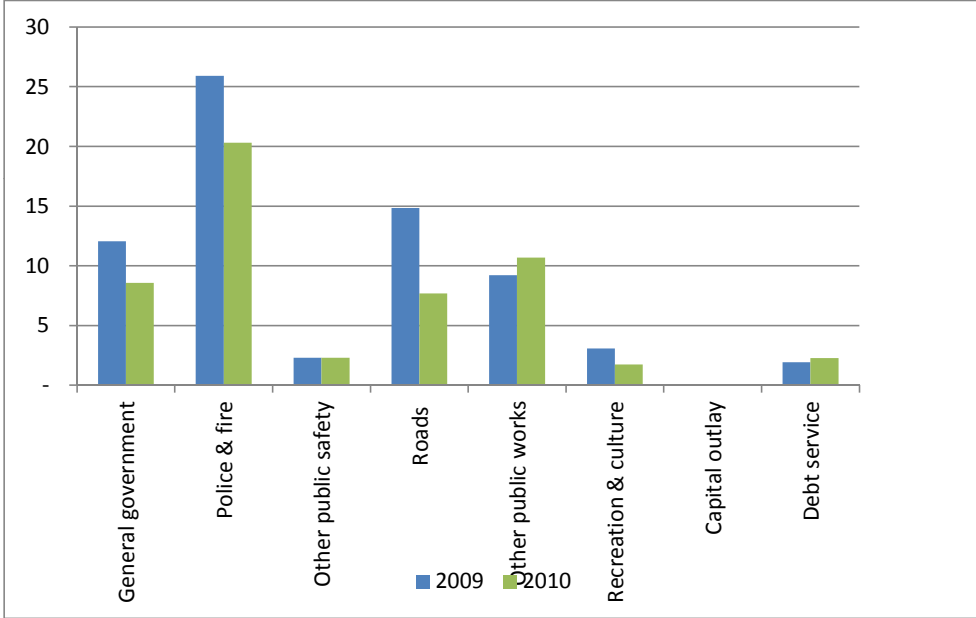
1. Where we spend our money (all governmental funds)



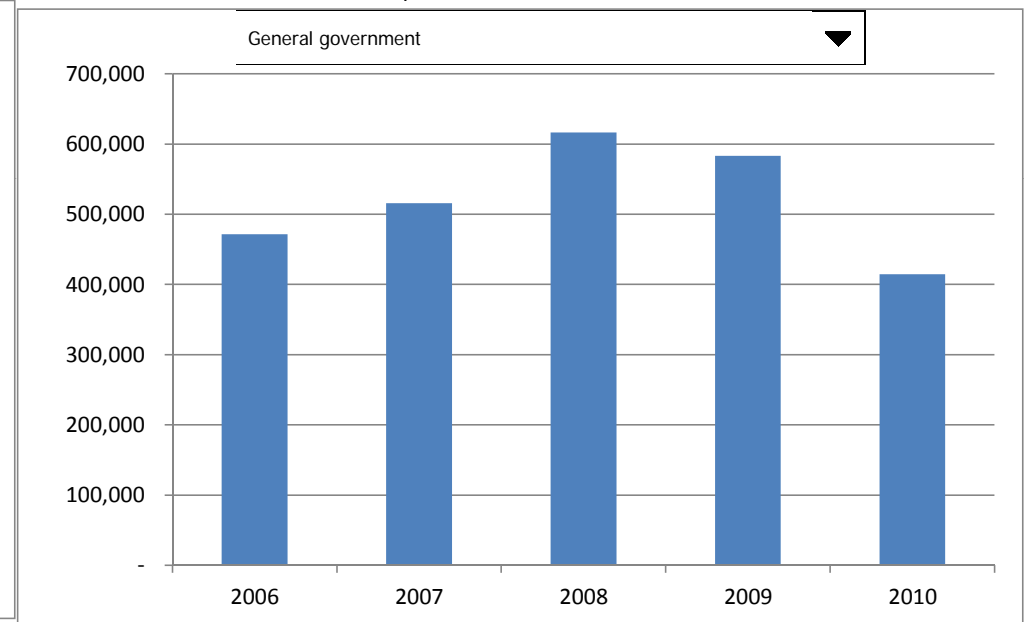
2. Compared to the prior year

	2009	2010	% change
General government	\$ 583,241	\$ 414,584	-29%
Police & fire	1,253,325	982,705	-22%
Other public safety	110,835	110,957	0%
Roads	717,482	371,206	-48%
Other public works	444,696	516,559	16%
Health & welfare	-	-	n/a
Community & economic develop	-	-	n/a
Recreation & culture	149,105	84,197	-44%
Capital outlay	-	-	n/a
Debt service	93,405	109,752	18%
Interfund transfers (net)	-	-	n/a
total expenditures	\$ 3,352,089	\$ 2,589,960	-23%

3. Spending per capita - compared to the prior year



4. Historical trends of individual departments:

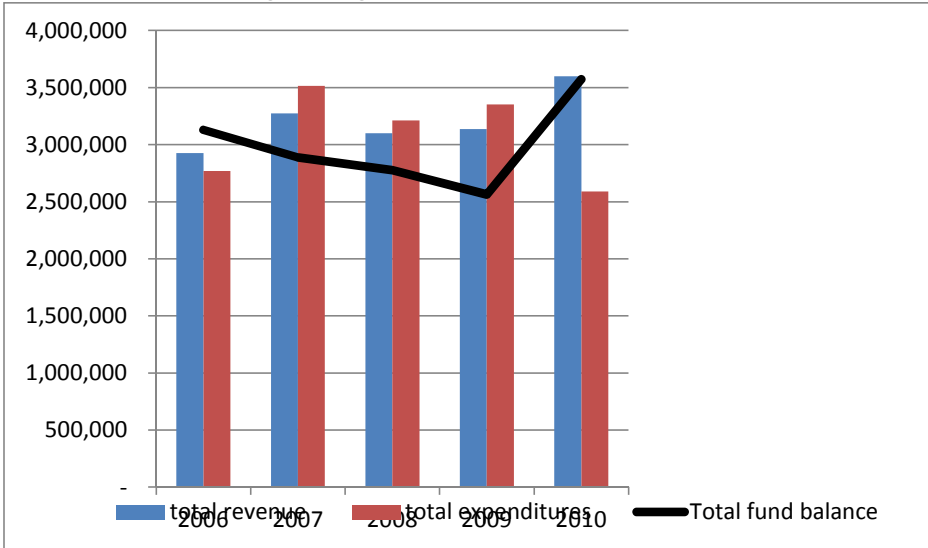


Commentary:

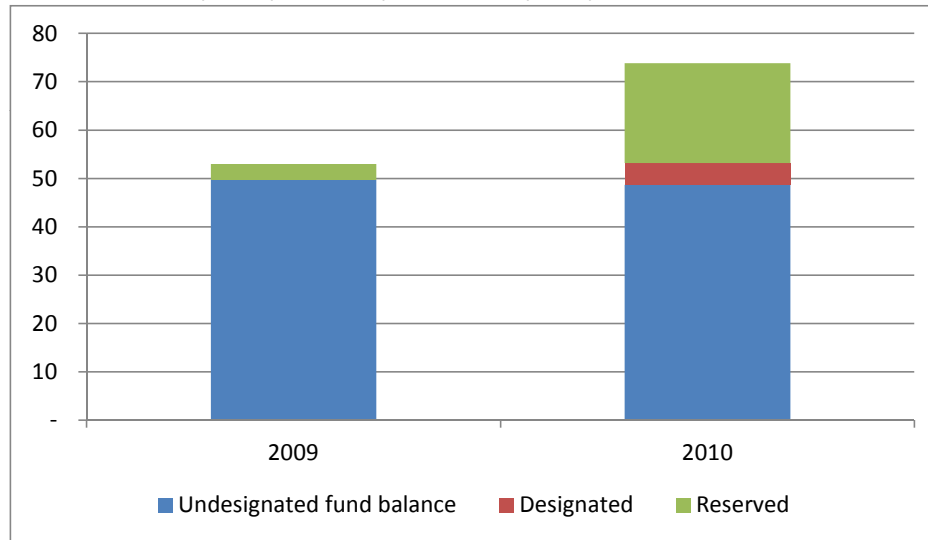
For more information on our unit's finances, contact Mary Jo Clark at (810) 635-4464.

CITIZENS' GUIDE TO LOCAL UNIT FINANCES - City of Swartz Creek

1. How have we managed our governmental fund resources (fund balance)?



3. Fund balance per capita - compared to the prior year

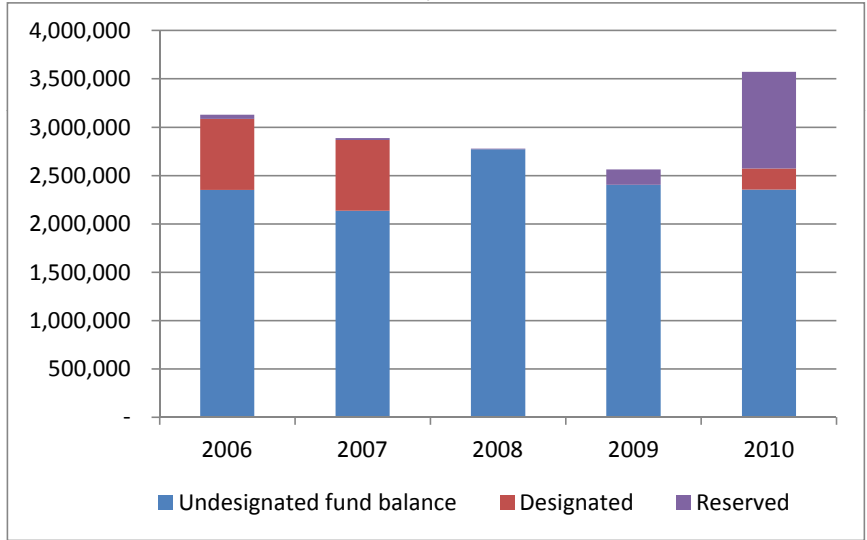


FINANCIAL POSITION

2. Compared to the prior year

	2009	2010	% change
Revenue	3,137,101	3,599,382	15%
Expenditures	3,352,089	2,589,960	-23%
Surplus (shortfall)	(214,988)	1,009,422	-570%
Fund balance, by component:			
Reserved	159,696	1,000,163	526%
Designated	-	218,345	#DIV/0!
Undesignated	2,402,908	2,353,518	-2%
total fund balance	2,562,604	3,572,026	39%

4. Historical trends of individual components



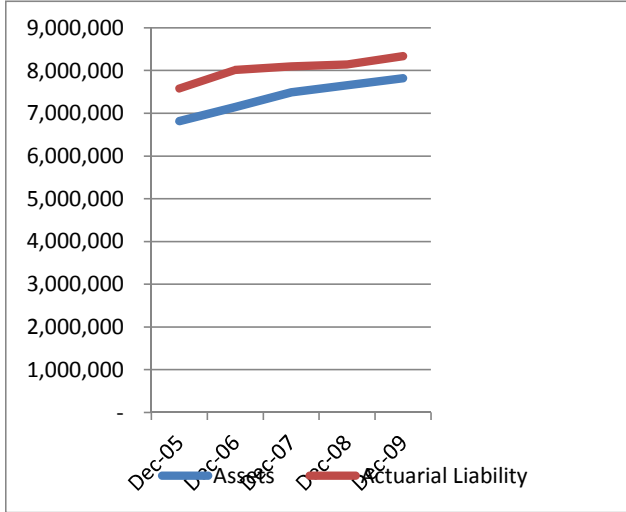
Commentary:

For more information on our unit's finances, contact Mary Jo Clark at (810) 635-4464.

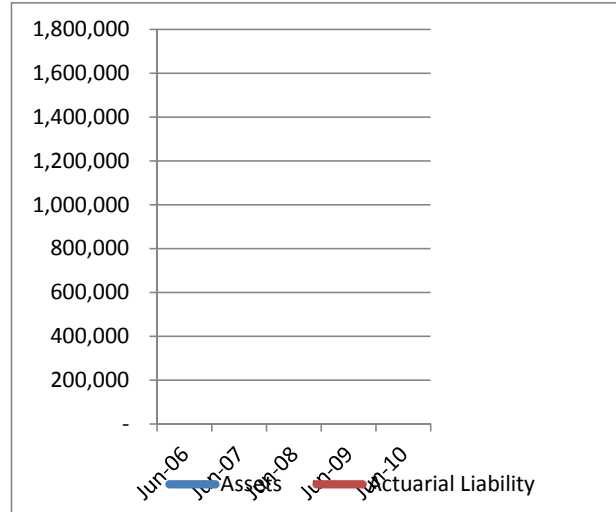
CITIZENS' GUIDE TO LOCAL UNIT FINANCES - City of Swartz Creek

OTHER LONG TERM OBLIGATIONS

1. Pension funding status



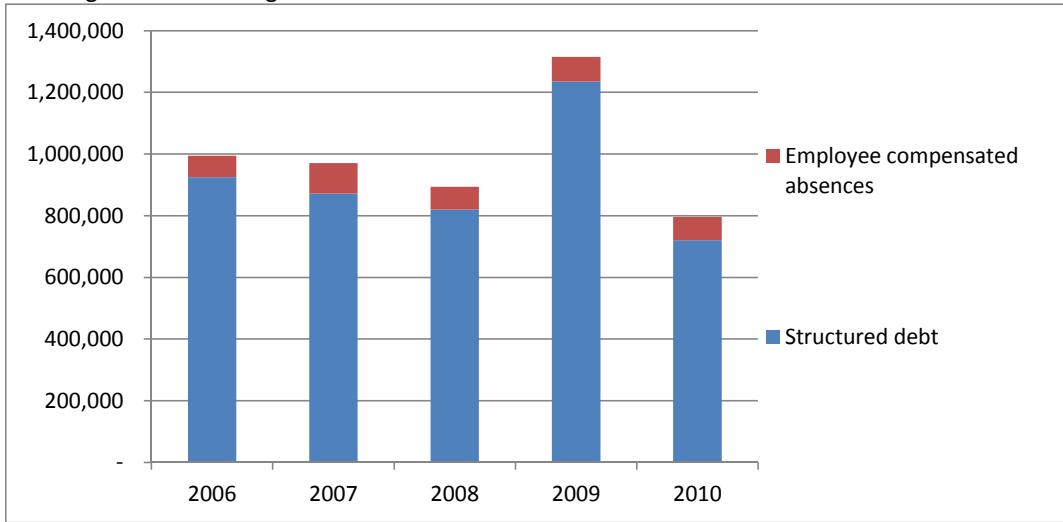
2. Retiree Health care funding status



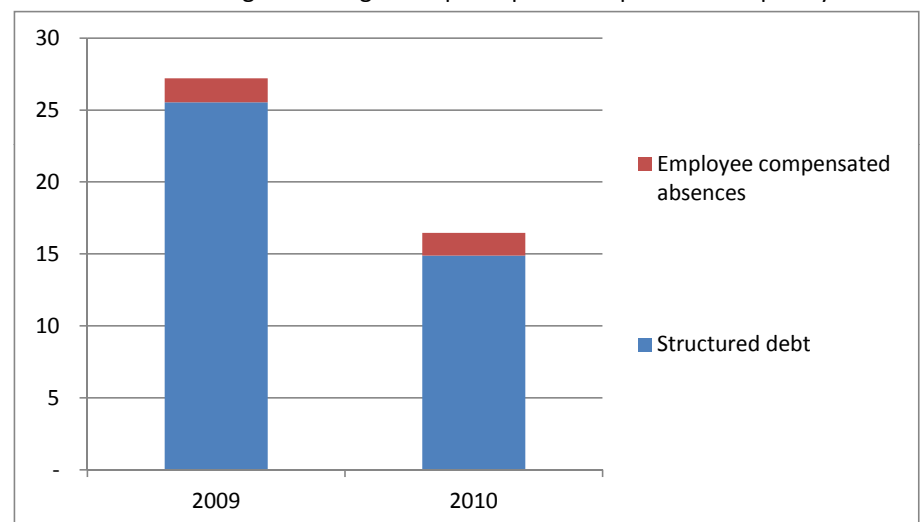
3. Percent funded - compared to the prior year



4. Long Term Debt obligations:



5. Debt & other long term obligations per capita - compared to the prior year



Commentary:

For more information on our unit's finances, contact Mary Jo Clark at (810) 635-4464.

City of Swartz Creek - Performance Dashboard

	2009	2010	Trend	Performance
Fiscal Stability				
Annual GF Expenditures per capita	\$639	\$450	-29.6%	Positive
Fund Balance as % of Annual GF Expenditures	76.4%	137.9%	80.4%	Positive
Unfunded Pension & Retiree health care liability, as a % of annual GF revenue	15%	59%	281.5%	Negative
Debt burden per capita	\$236	\$125	-46.9%	Positive
Percentage of road funding provided by the General Fund	0.0%	0.0%	0.0%	Neutral
Ratio of pensioners to employees	1.15	1.55	33.9%	Negative
Number of services delivered via cooperative venture	3	3	0.0%	Neutral
Economic Strength				
% of community with access to high speed broadband	100%	100%	0.0%	Neutral
% of community age 25+ with Bachelor's Degree or higher.	16%	NA	0.0%	Neutral
Average age of critical infrastructure (years)	16.5	16.3	-1.3%	Positive
Public Safety				
Violent crimes per thousand	2	1	-59.5%	Positive
Property crimes per thousand	28	25	-8.9%	Positive
Traffic injuries or fatalities	19	15	-21.1%	Positive
Quality of Life				
Miles of sidewalks and non-motorized paths/trails as a factor of total miles of local/major road streets	1.00	1.00	0.0%	Neutral
Percent of GF Expenditures Committed to Arts, Culture and Recreation	1.8%	3.6%	103.0%	Neutral
Acres of park per thousand residents	13.4	12.2	-8.9%	Negative
Percent of community being provided with curbside recycling	100%	100%	0.0%	Neutral

LAW OFFICES
OF
SIMEN, FIGURA & PARKER, P.L.C.

SANDER H. SIMEN, P.C.
PATRIC PARKER, P.C.

STEPHEN W. WALTON
PETER T. MOONEY **
MICHAEL J. GILDNER
COLIN M. LINSEMAN
HEATHER V. BURNASH

of counsel:

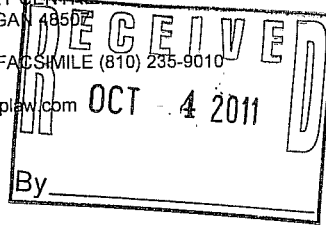
ROBERT H. BANCROFT, P.C.
ALLAN L. PARKER (1929 - 2009)

**L.L.M. in Taxation

GATEWAY FINANCIAL CENTRE, SUITE 200
5206 GATEWAY CENTRE
FLINT, MICHIGAN 48507

TELEPHONE (810) 235-9000/FACSIMILE (810) 235-9010

mgildner@sflaw.com



LAPEER AREA OFFICE

132 W. NEPESSING STREET
LAPEER, MI 48446
TELEPHONE (810) 235-9000

NORTHERN MICHIGAN OFFICE

RICHARD J. FIGURA, P.C.
of counsel
TELEPHONE: (231) 326-2072

October 3, 2011

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

Dear Mr. Bueche:

The Court of Appeals issued an opinion on the Medical Marijuana Act of 2008. In this case, a registered caregiver was connected to two patients pursuant to the registration process established under Michigan law. He was renting a storage unit where 88 plants were found along with growing equipment and other paraphernalia. He argued that he was allowed to possess 24 of those plants and that the remainder of the 88 other plants belonged to other caregivers and patients. Those other caregivers/patients testified that they were using the storage facility as a common grow area.

The Court of Appeals rejected the Defendant's argument that he was allowed to possess more than the twelve plants attributed to his two patients. "Defendant was not authorized to possess the marijuana plants that were being grown and cultivated for registered qualifying patients that he was not connected to through the [State's] registration process. Those marijuana plants could only be possessed by the registered qualifying patient for whose treatment they were grown or the qualifying patient's registered, primary caregiver."

This Opinion should put to rest the idea that "grow facilities" - - places where a caregivers/patients share a common space to grow and cultivate marijuana - - are lawful under the Act. They are not. Further, I believe that the opinion indirectly undercuts the idea that patient-to-patient transfers are also lawful under the Act. While this Opinion did not address that issue directly, it does make clear that the caregiver may possess

only as much marijuana as is allowed for patients connected to him through the State's registration process.

For any zoning ordinance pertaining to medical marijuana that I have prepared, I have made it clear that the use is allowed by zoning only if it is compliant with the Act. This latest Opinion, People v Bylsma, demonstrates just how difficult it is for large-scale medical marijuana operations to comply with state law, and hence local zoning ordinances.

If you have any questions about this latest Opinion, please call.

Sincerely yours,

SIMEN, FIGURA & PARKER, P.L.C.



Michael J. Gildner

MJG/ksd

cc: Rick Clolinger



U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Washington DC 20226

September 21, 2011

www.atf.gov

OPEN LETTER TO ALL FEDERAL FIREARMS LICENSEES

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) has received a number of inquiries regarding the use of marijuana for medicinal purposes¹ and its applicability to Federal firearms laws. The purpose of this open letter is to provide guidance on the issue and to assist you, a Federal firearms licensee, in complying with Federal firearms laws and regulations.

A number of States have passed legislation allowing under State law the use or possession of marijuana for medicinal purposes, and some of these States issue a card authorizing the holder to use or possess marijuana under State law. During a firearms transaction, a potential transferee may advise you that he or she is a user of medical marijuana, or present a medical marijuana card as identification or proof of residency.

As you know, Federal law, 18 U.S.C. § 922(g)(3), prohibits any person who is an "unlawful user of or addicted to any controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802))" from shipping, transporting, receiving or possessing firearms or ammunition. Marijuana is listed in the Controlled Substances Act as a Schedule I controlled substance, and there are no exceptions in Federal law for marijuana purportedly used for medicinal purposes, even if such use is sanctioned by State law. Further, Federal law, 18 U.S.C. § 922(d)(3), makes it unlawful for any person to sell or otherwise dispose of any firearm or ammunition to any person knowing or **having reasonable cause to believe** that such person is an unlawful user of or addicted to a controlled substance. As provided by 27 C.F.R. § 478.11, "an inference of current use may be drawn from evidence of a recent use or possession of a controlled substance or a pattern of use or possession that reasonably covers the present time."

Therefore, any person who uses or is addicted to marijuana, regardless of whether his or her State has passed legislation authorizing marijuana use for medicinal purposes, is an unlawful user of or addicted to a controlled substance, and is prohibited by Federal law from possessing firearms or ammunition. ~~Such persons should answer "yes" to question 11.e. on ATF Form 4473 (August 2008), Firearms Transaction Record, and you may not transfer firearms or ammunition to them.~~ Further, if you are aware that the potential transferee is in possession of a card authorizing the possession and use of marijuana under State law, then you have "reasonable cause to believe" that the person is an unlawful user of a controlled substance. As such, you may not transfer firearms or ammunition to the person, even if the person answered "no" to question 11.e. on ATF Form 4473.

ATF is committed to assisting you in complying with Federal firearms laws. If you have any questions, please contact ATF's Firearms Industry Programs Branch at (202) 648-7190.

Arthur Herbert
Assistant Director

Enforcement Programs and Services

¹ The Federal government does not recognize marijuana as a medicine. The FDA has determined that marijuana has a high potential for abuse, has no currently accepted medical use in treatment in the United States, and lacks an accepted level of safety for use under medical supervision. See 66 Fed. Reg. 20052 (2001). This Open Letter will use the terms "medical use" or "for medical purposes" with the understanding that such use is not sanctioned by the federal agency charged with determining what substances are safe and effective as medicines.

Dorothy MacGillivray

From: Rick Clolinger
Sent: Thursday, September 29, 2011 11:21 AM
To: Rick Deshano; Dorothy MacGillivray
Subject: FW: ATF Open Letter on Medical Marijuana

Attachments: ~ Checklist Unlawful Users 82011.doc



~ Checklist
Unlawful Users 820..

-----Original Message-----

From: Contacts at Local Agencies Involved with Bkgrnd Checks and Pistol Registrations [mailto:MSP-GUNS@LISTSERV.MICHIGAN.GOV] On Behalf Of Debra Smith
Sent: Thursday, September 29, 2011 9:01 AM
To: MSP-GUNS@LISTSERV.MICHIGAN.GOV
Subject: ATF Open Letter on Medical Marijuana

ATF posted this open letter regarding the use of marijuana for medicinal purposes and its applicability to Federal Firearms laws. Please follow the link provided to view the letter.

<http://www.atf.gov/press/releases/2011/09/092611-atf-open-letter-to-all-ffls-marijuana-for-medicinal-purposes.pdf>

In addition, if law enforcement becomes aware of an individual holding a medical marijuana card, they should complete the attached form and report the information to the National Instant Background Check System (NICS).

In order to obtain a License to Purchase or a Concealed Pistol License, MCL 28.426 requires a NICS check be performed and a person has to meet all Federal requirements in addition to state requirements. Since possession of a medical marijuana card constitutes reasonable cause to believe the person is an unlawful user of a controlled substance, a medical marijuana card holder is not eligible for either of these licenses.

Further, MCL 28.428(4) requires a gun board to revoke a Concealed Pistol License if the person is not eligible under the CPL Act to receive a license. So, if a later encounter with a CPL holder reveals that he/she is also a medical marijuana card holder, the CPL shall be revoked. Possession of a firearm is prohibited.

Thank You,

Debra Smith, Manager
Firearms Records Unit
Michigan State Police

City of Swartz Creek

Department of Police

8100-A Civic Drive
Swartz Creek, Michigan 48473
(810)-635-4401 Fax: (810)-635-3728

MEMORANDUM

To: ALL OFFICERS

From: Lt. Rick DeShano

Date: 28-September-2011

Re: **Medical Marijuana Card holders prohibited from CPL**

The ATF has issued a directive stating that federal law supersedes all state law and that the use of marijuana for ANY purpose automatically disqualifies an individual from possessing a firearm or ammunition under federal law. The MSP Firearms Division, relying on the provisions of the CPL law, has declared that it shall be unlawful for a holder of a Medical Marijuana Card (MMC) to possess a firearm even if they have been previously issued a CPL. MSP is directing county gun boards to revoke the CPL's of MMC holders in Michigan.

Based on these directives, unless I hear otherwise from the City Attorney, any officer that determines an individual that they have otherwise legally contacted, possesses a CPL and a MMC, the CPL and firearm(s), if any, shall be confiscated and a report forwarded to the county gun board. Do **NOT** arrest the individual based on this directive.

In addition, any officer that legally encounters a holder of a MMC shall complete a "NICS" form which will be forwarded to the National Instant Background Check System to prevent the MMC holder from later obtaining a CPL. The NICS forms will be available in the squad room.

Questions? Contact me.



Everything Michigan

Feds say medical marijuana and firearms don't mix

Published: Friday, October 07, 2011, 9:47 AM Updated: Friday, October 07, 2011, 11:54 AM



By **Blake Thorne | Flint Journal**

GENESEE COUNTY, Michigan — With proper approval, Michigan residents legally can grow a potent strain of G13 Haze marijuana.

Or they can purchase an AR-15 semiautomatic rifle.

Just not at the same time.

Federal authorities say licensed medical marijuana users can't own a gun. A September letter from the federal Bureau of Alcohol, Tobacco, Firearms and Explosives advises gun dealers that knowingly selling to a medical marijuana user is against the law, even in one of the 17 states with a medical marijuana law on the books.



[View full size](#)

FILE | The Flint Journal

Anyone who legally buys a gun fills out ATF Form 4473, which asks whether the person is "an unlawful user of, or addicted to, marijuana or any depressant, stimulant, narcotic drug, or any other controlled substance."

If a medical marijuana user answers no, he or she has broken the law, according to the feds.

If the answer is no and the firearms dealer knows the person uses medical marijuana — or has "reasonable cause to believe" so — but sells the gun anyway, then both parties have committed a crime.

Medical marijuana advocates call the measure a violation of rights.

"It really just reiterates the federal government's policy of discrimination," said Jeremy Rupinski, director of the Genesee County Compassion Club.

"We don't have this policy for prescriptions or for other homeopathic medicines."

Others think the stance is common sense.

"I wouldn't want to sell them a gun and be responsible for them shooting somebody," said Randy Bullock, owner of Bullock's Guns & More in Genesee Township.

Bullock said he doesn't mind the times he's had to turn customers away because they smell of marijuana or admit to using the drug medically.

"I'm not losing my license over a thing like that."

But gun dealers aren't required to ask specifically about medical marijuana and, unless misused, it's not something that would come up on the criminal background check.

Bullock suspects some medical marijuana users lie and are able to buy guns.

But unless they smell like pot or a medical marijuana card falls out of the customer's wallet, what's a dealer to do?

"I'm not going to sit here and interrogate them," he said.

Both medical marijuana and firearms have widespread popularity in Genesee County. As of August, the state had approved 6,800 medical marijuana applications from residents here. And there were 15,000 people registered to carry a concealed weapon, which doesn't even account for all gun owners.

The issue of medical marijuana and guns has come up at the Genesee County gun board, a collection of local law and government officials charged with deciding who can carry a concealed weapon.

This year, the board decided — by a 2-1 vote — to allow a 36-year-old medical marijuana user to keep his concealed weapon privileges. Those voting to allow the license did so based on assurance from the U.S. attorney's office that it had no intention of prosecuting CCW holders violating federal law.

The Sept. 21 letter from the ATF was "really just a clarification" of the agency's stance on the issue, said ATF spokesman Drew Wade.

The department had received several inquiries from licensed firearms dealers claiming customers were using medical marijuana cards as forms of identification.

Though medical marijuana is illegal under federal law, users operate under the assumption that U.S. Department of Justice officials will make good on their pledge not to prosecute users.

But gun dealers may not be as willing to dance around the law.

"Dealers are heavily regulated by the ATF, and that's their livelihood. So gun dealers try to be extremely cautious to be sure they're on the right side of the line," said Steve Dulan, a board member of the Michigan Coalition for Responsible Gun Owners and a professor of firearms law at Cooley Law School.

Though the coalition doesn't have a position on the issue of medical marijuana users owning guns — and abstains from doling out legal advice to gun owners — Dulan said the issue could end up getting hammered out in the courts, and people could argue their Second Amendment rights are being violated.

Just don't expect gun dealers to start bucking ATF advice anytime soon.

"It's not likely that you're going to get one of these folks essentially volunteer to be a test case," Dulan said.

Rick Thompson, editor of Michigan Medical Marijuana Magazine, said the directive is an attempt to slow the spread of medical pot laws to other states. At least seven new states could see the issue on a ballot in 2012, he added.

"It's a scare tactic," he said.

Thompson and Rupinski said they don't expect feds to start investigating or prosecuting users just because they own guns.

"This is not a proactive policy. They are not going to come to your home to see if you have guns," Thompson said.

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SAN FRANCISCO (KGO) -- The federal government is going after medical marijuana dispensaries that are too close to schools by targeting the buildings that have pot clubs as tenants.

Sultan Alkhraisat owns a medical marijuana dispensary in the back of a cafe in San Francisco's Mission District. The pot club is half a block away from the San Francisco Friends School. In fact, there are several other cannabis dispensaries near Friends and two other schools.

Alkhraisat declined to be interviewed, but he did confirm that the owner of his building received a letter from the U.S. Attorney last week. It said, "there is a marijuana dispensary operating...within a prohibited distance of a school." And that it "may result in criminal prosecution, imprisonment, fines and forfeiture of assets."

ABC7 has learned that the same letter has been sent to many other pot clubs operating in Northern California.

Even though medical marijuana is allowed by the state, any type of marijuana is illegal under federal law.

The U.S. Attorney's office declined to be interviewed, but a spokesperson said they are targeting dispensaries which are operating within 1,000 feet of schools.

"That is a legitimate rule and it makes sense when it's so close to a school," Mission District resident Dave Blair said.

Attorney Brendan Hallinan represents pot club owners and their landlords. He believes the government is waging a quiet campaign against his clients.

"They're not, you know, kicking in doors and taking people to jail, but they're creating a climate that's making it nearly impossible for medical cannabis collectives to survive," Hallinan said.

Hallinan adds that major and regional banks have recently stopped doing business with dispensaries, and that they can no longer get accounts with those banks and the IRS no longer allows them to right off business expenses.

The U.S. Attorney in Sacramento sent out a similar letter last week to building owners in the eastern part of the state.

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CITY OF SWARTZ CREEK

DOWNTOWN DEVELOPMENT AUTHORITY



MEETING OF OCTOBER 13, 2011
6 PM IN THE SWARTZ CREEK CITY COUNCIL
CHAMBERS

SWARTZ CREEK DDA

AGENDA

**Downtown Development Authority, Thursday October 13, 2011, 6:00 P.M.
City Hall 8083 Civic Drive, Swartz Creek Michigan 48473**

- 1. CALL TO ORDER:**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. ROLL CALL:**
- 4. APPROVE AGENDA:**
 - 4A. Proposed or Amended Agenda, October 13, 2011
- 5. MOTION TO APPROVE MINUTES:**
 - 5A. Board Meeting, July 14, 2011
- 6. REPORTS & COMMUNICATIONS:**
 - 6A. Resolutions
 - 6B. July 14, 2011 Minutes
 - 6C. DDA October Meeting Letter
- 7. MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
- 8. BUSINESS:**
 - 8A. Christmas Parade
- 9. MEETING OPENED TO THE PUBLIC:**
 - 9A. General Public Comments
- 10. REMARKS BY MEMBERS:**
- 11. ADJOURNMENT:**

Page No:

02

03-04

05

Discussion

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
DOWNTOWN DEVELOPMENT AUTHORITY
RESOLUTIONS
THURSDAY, October 13, 2011
6:00 P.M.

Resolution No. 101311-__

(Carried/Denied)

Motion by Boardmember _____, support by Boardmember _____,
the Swartz Creek DDA approves the agenda for the October 13, 2011 DDA
meeting.

YES: _____.

NO: _____. Motion declared carried/denied.

Resolution No. 101311-__

(Carried/Denied)

Motion by Boardmember _____, support by Boardmember _____,
the Swartz Creek DDA approves the minutes for the July 14, 2011 DDA meeting.

YES: _____.

NO: _____. Motion declared carried/denied.

Resolution No. 101311-__

(Carried/Denied)

Motion by Boardmember _____, support by Boardmember _____,
the Swartz Creek DDA adjourns the October 13, 2011 DDA meeting.

YES: _____.

NO: _____. Motion declared carried/denied.

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE DOWNTOWN DEVELOPMENT AUTHORITY
DATE 7/14/11**

The Regular Meeting was called to order at 6:04 by Boardmember Nemer in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Board Members Present: Abrams, Bueche, Hull, Nemer, Raffaelli.

Board Members Absent: Eckerdt, Gardner, Mardlin, Spence

Staff Present: Adam Zettel.

Others Present: None.

APPROVAL OF AGENDA:

Resolution No. 071411-01 **(Carried)**

Motion by Boardmember Hull
Second by Boardmember Abrams

The Swartz Creek City Downtown Development Authority approves the agenda of the July 14, 2011 DDA Meeting.

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

APPROVAL OF MINUTES:

Resolution No. 071411-02 **(Carried)**

Motion by Boardmember Raffaelli
Second by Boardmember Hull

The Swartz Creek City Downtown Development Authority approves the minutes for the June 9, 2011 meeting.

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

MEETING OPEN TO THE PUBLIC:

No Public Comment.

BUSINESS:

Rocket Fish Project

Sandy described the Rocket Fish Project from Grand Haven. She said that the Swartz Creek DDA could do something similar. She also said that a people-person would be needed, and that an auction could be held in conjunction with the Art in the Park event. It was thought that the big sculptures would go out in the spring. The high school, Kiwanis, and the art guild could be involved.

Paul said he would look for assistance from the art teachers at the school, and Sandy is going to ask around for the right person to lead this project. It is expected to be planned during the winter months.

MEETING OPEN TO PUBLIC:

No public comment.

REMARKS BY BOARD MEMBERS:

Boardmember Hull thought a prize would be important for the art contest, however it shaped up.

ADJOURNMENT:

Resolution No. 071411-04

(Carried)

The Swartz Creek Downtown Development Authority unanimously declared the meeting adjourned at 6:24 p.m.

Mark Nemer
Chairman

Paul D. Bueche
Secretary



SWARTZ CREEK DDA
SWARTZ CREEK CITY OFFICES
8083 CIVIC DR.
SWARTZ CREEK, MI 48473

PHONE: 810-635-4464
FAX: 810-635-2887

Date: October 6, 2011

To: DDA Board Members
From: Adam Zettel
RE: October 13, 2011 DDA Board Meeting

Hello everyone,

There will be a DDA meeting this coming Thursday, October 13, 2011 to bring together some of the other interests and groups that are involved in the Christmas parade. I am told that this group has met and is ready to coordinate with the DDA board on what can be done and how to proceed. I understand that the route is even up for discussion! With that said, consider this meeting more of a quick work session between the DDA, the Women's Club, and the Firemen's Association to hammer out some work plans.

That's it! Have a good one. I shall see you all this Thursday. If you have other items you would like to see discussed, give me a call and I can put them on the agenda.

Sincerely,

A handwritten signature in blue ink that reads "Adam Zettel".

Adam Zettel, AICP
Zoning Administrator
(810)-287-2147
azettel@cityofswartzcreek.org

Genesee, Lapeer and Shiawassee County Planning Forum "Sustainability for Our Region"



Friday, November 4, 2011
Mass Transportation Authority (MTA) Offices
1401 South Dort Highway, Flint, Michigan
8:00 a.m. – 12:00 p.m.

Hosted by the Genesee County Metropolitan Planning Commission (GCMPC)

Register on-line at www.gcmnpc.org
or call GCMPC at (810) 257-3010

8:00—8:30 - **Registration & Continental Breakfast**

8:30—8:40 - **Opening Remarks**

8:40—9:20 - **Opening Session**

- The Art of Large-Scale Community Engagement
Rob Bliss, Partner/Owner, Status Creative

9:35—10:40 - **Break Out Sessions (1)**

- Focus on Agriculture
Jim Byrum, President, MI Agri-Business Association
Mike DiBernardo, Economic Development Specialist, MI Dept. of Agriculture
- Planning Commissioner Basics
Andrea Brown, Executive Director, MI Association of Planning
- HUD/DOT/EPA Partnership for Sustainable Communities
Jim Van der Kloot, Land Revitalization Coordinator, Environmental Protection Agency

10:50-11:55 - **Break Out Sessions (2)**

- Michigan Main Street: Introduction to the Associate Level
Mary Stotler, Promotion Specialist, MI State Housing Development Authority
- Distracted Driving
Sybil Ford, Manager of Training, MTA
Lirobea Walker, Manager of Human Resources, MTA
- Legal Issues of Urban Farming
Brad Deacon, Administrative Law Coordinator, MI Dept. of Agriculture

11:55—12:00 - **Closing Remarks**

Opening Session (8:40 a.m.-9:20 a.m.)

The Art of Large-Scale Community Engagement

Rob Bliss, Owner/Partner, Status Creative

Cities need to be more creative in finding revenue sources. Find out how to engage your community and use local creativity to help your downtown flourish! Our opening session will focus on revitalization efforts and improving our regional image.



Break-out Sessions 1 (9:35 a.m.-10:40 a.m.)

Focus on Agriculture

Jim Byrum, President, Michigan Agri-Business Association

Mike DiBernardo, Economic Development Specialist, Michigan Department of Agriculture

This session provides an overview of the agriculture industry and our new role of rural development and alternative energy. Opportunities and challenges for the continued growth of Michigan's agriculture industry will be discussed.

Planning Commissioner Basics

Andrea Brown, Executive Director, MI Association of Planning

In this presentation, topics for discussion include: the historic and legal basis for community planning; the roles and responsibilities of the planning commissioner; preparing for and conducting meetings; and the importance and benefits of regional cooperation.

HUD/DOT/EPA Partnership for Sustainable Communities

Jim Van der Kloot, Land Revitalization Coordinator, EPA

Find out how federal agencies are working to coordinate investments in transportation, environmental clean-up, housing, and other infrastructure through this program. The presentation covers grant types and areas of focus including green infrastructure, green streets and roads, urban agriculture, and community revitalization.





Break-out Sessions 2 (10:50 a.m.-11:55 a.m.)

Michigan Main Street: An Introduction to the Associate Level

Mary Stotler, Promotion Specialist, MSHDA

Learn how the Michigan Main Street program helps build partnerships and encourages historic preservation. It also promotes environmentally-sustainable redevelopment, integrates cultural assets, and fosters entrepreneurial development and downtown living.

Distracted Driving

Sybil Ford, Manager of Training, MTA

Lirobea Walker, Manager of Human Resources, MTA

What does it mean to be a distracted driver? This session discusses the use of electronic devices while driving, provides an examination of driver distraction by the National Highway Traffic Safety Administration, and includes short video segments about distracted driving.

Legal Issues of Urban Farming

*Brad Deacon, Emergency Management & Administrative Law
Coordinator, MDA*

In this session, learn about the Michigan Right to Farm Act, the challenges of urban farming, the urban farmer's rights and responsibilities, urban agriculture programs, and supporting urban farming through legislation and planning.



Genesee, Lapeer and Shiawassee County Planning Forum

“Sustainability for Our Region”

Friday, November 4, 2011

8:00 a.m. - 12:00 p.m.

Overview

On Friday, November 4th, 2011 the Genesee County Metropolitan Planning Commission (GCMPC) will be hosting a planning forum at the Mass Transportation Authority offices (located at 1401 S. Dort Highway, Flint). Doors open at 8:00 a.m. The conference and continental breakfast will be free of charge, but **seating is limited**. Please register early so we will be sure to have enough food and beverages for everyone. **The deadline for registering is Monday, October 24th!** If you have any questions regarding the forum or how to register, please feel free to contact Ms. Peggy Cole at (810) 257-3010, or by using her e-mail listed below.

Who Should Attend?

Planning Commissioners and Local Officials

You have several ways to register. Please choose one of the following to register for the planning forum:

Go on-line and log onto www.gcmnpc.org

or

E-mail Ms. Peggy Cole at: pcole@co.genesee.mi.us

(In your e-mail to Ms. Cole, be sure to include all the requested information on the attached form.)

or

Fill out the attached form and fax to: (810) 257-3185

or

Fill out the attached form and mail to:

Genesee County Metropolitan Planning Commission

Rm. 223, 1101 Beach St.

Flint, MI 48502

Registration Form for the Genesee, Lapeer and Shiawassee County Planning Forum

Organization: _____

Organization Address: _____

Main Contact Person for this Event: _____

Phone Number: _____

Fax: _____

E-mail: _____

How many attendees will be attending the forum?

Number: _____

What are the attendees' names?

Name: _____

Name: _____

Name: _____

Name: _____

For each attendee, choose a break-out session for time slot #1
(9:35 a.m. - 10:40 a.m.) and a break-out session for time slot #2
(10:50 a.m. - 11:55 a.m.).

For attendee # 1:

First choose a break-out session for the 9:35 a.m.-10:40 a.m. time slot:

- _____ Focus on Agriculture
- _____ Planning Commissioner Basics
- _____ HUD/DOT/EPA Partnership for Sustainable Communities

Next choose a break-out session for the 10:50 a.m.-11:55 a.m. time slot:

- _____ Michigan Main Street Program
- _____ Distracted Driving
- _____ Legal Issues of Urban Farming

For attendee # 2:

First choose a break-out session for the 9:35 a.m.-10:40 a.m. time slot:

- Focus on Agriculture
- Planning Commissioner Basics
- HUD/DOT/EPA Partnership for Sustainable Communities

Next choose a break-out session for the 10:50 a.m.-11:55 a.m. time slot:

- Michigan Main Street Program
- Distracted Driving
- Legal Issues of Urban Farming

For attendee # 3:

First choose a break-out session for the 9:35 a.m.-10:40 a.m. time slot:

- Focus on Agriculture
- Planning Commissioner Basics
- HUD/DOT/EPA Partnership for Sustainable Communities

Next choose a break-out session for the 10:50 a.m.-11:55 a.m. time slot:

- Michigan Main Street Program
- Distracted Driving
- Legal Issues of Urban Farming

For attendee # 4:

First choose a break-out session for the 9:35 a.m.-10:40 a.m. time slot:

- Focus on Agriculture
- Planning Commissioner Basics
- HUD/DOT/EPA Partnership for Sustainable Communities

Next choose a break-out session for the 10:50 a.m.-11:55 a.m. time slot:

- Michigan Main Street Program
- Distracted Driving
- Legal Issues of Urban Farming

Directions to the Mass Transportation Authority

1401 S. Dort Highway, Flint, MI 48503

(810) 767-6950

From Detroit: I-75 to I-475 to I-69 East (Port Huron) to the Dort Highway exit (Exit 138).

From the North: I-75/23 to I-475 to I-69 East to the Dort Highway exit (Exit 138).

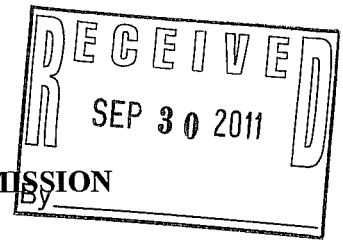
From the East/West: I-69 to the Dort Highway exit (Exit 138).

From Ann Arbor: I-75/23 to I-69 East (Port Huron) to the Dort Highway exit (Exit 138).

Note: At the end of the Dort Highway exit there is a traffic light. Turn north. The MTA is just past the traffic light on the east side. Take the service drive to the Administration/Training Center. There are parking spaces for the disabled on the left; all others park on the right.



STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION



NOTICE OF HEARING
FOR THE NATURAL GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-16855

- Consumers Energy Company is requesting approval from the Michigan Public Service Commission to increase its rates for the distribution of natural gas and for other relief.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A public hearing will be held:

DATE/TIME: October 11, 2011, at 10:00 a.m.
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge Mark E. Cummins

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

The Mercantile Way building sustained flood damage and remains closed until further notice. Please consult the Michigan Public Service Commission website at: www.michigan.gov/mpsc for updates on hearing locations or call 517.241.6060.

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

The Michigan Public Service Commission (Commission) will hold a public hearing to consider the September 2, 2011 application of Consumers Energy Company (Consumers Energy), which seeks approval to increase its rates for the distribution of natural gas and for other relief. Consumers Energy requests the Commission to: authorize the company to adjust its retail natural gas rates to provide additional revenue of \$49.3 million annually above current rates based on a projected 12-month test year ending December 31, 2012; authorize the company to adjust its existing retail natural gas rates to produce a rate of return on common equity of not

Paul Bueche

From: Michigan Municipal League [nbrown@mml.org]

Sent: Tuesday, September 27, 2011 10:45 AM

To: Paul Bueche

Subject: MML Legislative Link 9-27-11: Governor Signs SB 7 - Health Care Legislation



September 27, 2011

Save the Date

[League Convention](#)

October 4-7, Grand Rapids

The Buzz

[Guest commentary: To Truly Boost State, Invest in Public Goods](#)

Detroit Free Press
Sept 25, 2011

What's New

[Editorial: Sure, Get Rid of Despised PPT, But Only if Their Money Is Replaced](#)

[Foundations, Federal Agencies Launch Arts Collaborative](#)

[Templates, Webinar, City Samples Available on EVIP](#)

[Resource Page](#)

[Sept/Oct 2011 MMR Issue](#)

Grants & Projects

[Wood Energy Preliminary Assessment Grants](#)

[Michigan Humanities Council Grants/Events](#)

[MI Housing Community Development Funds](#)

[Federal Brownfield Funding](#)

Related Links

Governor Signs Health Care Legislation

Governor Rick Snyder has signed SB 7, legislation changing the way local units of government pay for health care. The new law, PA 152 of 2011, creates a preference for a hard cap for public employers. A public employer can opt into an 80/20 cost sharing arrangement instead or a local government may opt out entirely. [MORE>](#)



State Affairs Update



Government Competition Bill to Have Hearing Today

– Today at noon the House Oversight, Reform and Ethics Committee is taking up [HB 4453](#), a bill that would prohibit government competition against private entities in construction or rehabilitation of public works infrastructure. The substitute the committee

expects to take up is narrower than the introduced version; however, the League will be testifying in opposition to this legislation. [MORE>](#)

[Driver Responsibility Fees Face Challenge in House Committee](#)

[“Super Drunk” Bills Sail Through Committee](#)

[League Opposes Expansion of Economic Development Tools to Greenfields](#)

[Webinar for Proposed Michigan Regional Planning Act](#)

[EVIP Grants Available for Cooperative Efforts](#)

[RFP Sharing Service](#)[21c3 Website](#)[League's PA 312 Webpage](#)[MI Legislature](#)[MI Senate](#)[MI House of Reps](#)[Resources](#)

Federal Update

House Leader Given OK to Raise Transportation Funding Levels –

Congressman John Mica, chair of the House Transportation and Infrastructure Committee, has been given the go-ahead by House Republican leadership to seek \$15 billion in additional revenues per year to fund a new transportation reauthorization bill. [MORE>](#)



[Federal Highway and FAA Funding Extended](#)

[President Unveils \\$447 Billion Jobs Plan](#)

[Federal Highway Relents On Traffic Sign Regulations](#)

[Federal Grant Opportunities](#)

[Rural Development Solid Waste Grants Available](#)

21st Century Communities

Twitter Talk on Transportation Helps Define, Communicate Vision for Michigan's Future –

Let's Save Michigan and the League held its first-ever Twitter Talk on transportation last week at the Lansing office. Using new communication tools was a great way not only to spread the message, but to encourage participants to also think about the topic itself in new and innovative ways. Much of the focus was on the need to develop a new dialogue that looks not only at how much we're spending, but on how and where we're spending it, at a time when people are re-designing their relationships to work and community. [MORE>](#)



[Transit Twitter Talk Generates Constant Conversation](#)

[Plug-In Vehicle Readiness Training September 29](#)

[Economics of Place Book Released, Available from League at Amazon](#)

[Test a Neighborhood's Livability with the "Popsicle Test" and the "Halloween Test"](#)

[Michigan Main Street Program Seeks Communities](#)

Email management

The Michigan Municipal League respects your right to privacy.