

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday June 11, 2012 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 May 29, 2012 MOTION Pg. 7, 18-33
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 7
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 7, 2-6
 - 6B. Monthly Police Report Pg. 34-44
 - 6C. Monthly DPW Report Pg. 45-51
 - 6D. Monthly Check Ledger Pg. 52-56
 - 6E. WWS Notice, Water Rate Increase (Agenda Item) Pg. 57-59
 - 6F. Balance Sheet, Year End Adjustments (Agenda Item) Pg. 60-66
 - 6G. MI-LCC Class C-SDM License, Reviews (Agenda Item) Pg. 67-70
 - 6H. DDA Packet CD
 - 6I. WWS Report, I & I Penalty Pg. 71-79
 - 6J. Draft Marathon Purchase Agreement, UST Removal Agreement Pg. 80-98
 - 6K. Planning Commission Notice Pg. 99
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Rates & Fees, Water Commodity Rate Increase RESO. Pg. 8, 57-59
 - 8B. Year End Fiscal Adjustments RESO. Pg. 16, 60-66
 - 8C. Traffic Signals, Bristol & Miller RESO. Pg. 16, 5
 - 8D. Class "C" – "SDM" Liquor License Request RESO. Pg. 17, 67-70
9. **MEETING OPENED TO THE PUBLIC:**
 - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION TABLE

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

Regular Council Meeting of Monday June 11, 2012 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 8-June-2012

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).

2011-2014 TIP, PENDING PROJECTS FUNDED & QUEUED (*shaded*)

Project	Year	Grant	City Match	P.E.	C.E.	Total
Bristol Road @ GM-SPO	2013	\$54,912	\$13,728	\$8,000	\$16,000	\$92,640
Morrish Road Bridge Deck Over Creek	2013	\$584,000	\$132,000*	\$30,000	\$60,000	\$806,000
Miller Between Tallmadge & Dye	Unfunded	\$951,602	\$237,901	\$76,000	\$120,000	\$1,385,503
Miller Between Seymour & Elms	Unfunded	\$1,635,357	\$408,839	\$100,000	\$160,000	\$2,304,196
Totals:		\$3,225,871	\$792,468	\$214,000	\$356,000	\$4,588,339

*Includes Enhancements, Walk-Way & Lighting

Design on the Morrish Road Bridge is complete and has been submitted to MDOT for review. Incorporated into the design is the closure of the road. The project is estimated to last for two months and will be timed for work while the school is on summer break (2013). I'll keep the Council posted on developments.

✓ **2012-2013 FISCAL BUDGET** (*Resolution*)

Here is a tentative schedule:

March:	Discussion, Direction
April 9 th :	Present Draft, Discussion, Set Public Hearing
May 14 th :	Public Hearing, Discussion, Delinquent-SAD Assessments
Middle May	Special Meeting, If Desired By Council
May 29 th :	Adopt Budget, Truth in Taxation Hearing (If Needed), Set Levy, Set 2012-2013 Meeting Schedule
June 11 th & 25 th :	Buffer Dates, If Needed, Year End Fiscal Adjustments
June 30 th :	Fiscal Year End

Included with tonight's agenda is a resolution for yearend fiscal adjustments. By way of explanation on this matter, we are obligated to have a balanced budget on the last day of our fiscal year, being June 30th. We adopt a budget by groupings of departments. On the 30th of June, any department overspent must have a Council transfer resolution that balances it. The problem is that we have just begun to reconcile accounts on June 30th. Additionally, our auditors usually have a string of adjustments when they get here in September. We have a pretty good idea of where we'll land now, but not an actual.

In order to stay compliant, I have a resolution for adjustments to be made by the staff as well as a summary balance sheet that follows the department groupings that we pass our budget on. I'll briefly go through the balance sheet at tonight's meeting.

✓ **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 (work halted at around \$10k). The TV work has revealed we have one for sure, and possibly a second that will need to be excavated to repair. The first is a broken line that's off-set and the second is a "top down" lead into the main that the connection at the main is crushed. The second may be able to be lined but we must be prepared to excavate if the process fails. We've left the deteriorated areas for now until the ground dries up a bit, in towards summer. This work may get expensive as the mains are in the backyards, which will require the removal of fences and the like in order to get to the problem. To further complicate the matter, one of the problem areas has a garage in our easement, very close to where we have to dig. At any rate, we need to get together a very specific bid package that includes a survey to identify easement lines and encroachments. We also will need to factor in maximum costs for property we may damage, prepare grading permits and waivers of liability. We approved light design engineering, survey and bid package preparation in the amount of \$6,847 at the meeting of February 27th. We'll be back for review and decision as soon as we get the bids back.

❑ **BEAR CREEK SANITARY SEWER AGREEMENT** (Status)

Pending the outcome of the Morrish Road Bridge Project.

✓ **MARATHON REDEVELOPMENT PROJECT** (Status)

The Council selected the Biggby Project at the Special Meeting of February 20th. Here is the schedule:

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:	February 2, 2012
Council Selection:	February 20, 2012
Purchase Agreement:	May, 2012
Planning Commission Site Plan:	May-June, 2012
Final Site Plan Approval, Develop	
Agreement Approval:	June-July, 2012
Commence Construction:	Mid Summer, 2012

As you recall, I met with Marathon Oil and they have agreed to remove the underground storage tanks at their expense. In return, they'll require deed covenants that prohibit future residential use, playgrounds, etc., and the use of a ground vapor barrier under the building. Included with tonight's packet is a copy of the purchase agreement and the Marathon Agreement, as it sits on Friday June 8th. It's quite close; however, there are a handful of items still being addressed by the attorneys. The issues are outlined in a letter from Mr. Parker to the Atkinson's attorney James Smith. IF these issues can be resolved today (Monday the 11th), I'll have a final copy and a resolution to enter into the Purchase Agreement and the Marathon UST Removal Agreement, at the meeting.

- ✓ **PERSONNEL & POLICIES & PROCEDURES** (*Status*)
Pending.
- ✓ **CITY PROPERTY, 4438 MORRISH ROAD** (*Status*)
We'll look at a disposition for the house at 4438 Morrish in the spring.
- ✓ **LABOR CONTRACTS, BUILDING DEPARTMENT** (*Status*)
The Police contract has been settled. An agreement has been reached on the secondary employment article that's acceptable for all. The contract is in the process of obtaining signatures. I've met with the AFSCME and offered them the same deal. We have a couple of more meetings scheduled but I'm confident we can reach a satisfactory agreement. As soon as we clear this, I'll meet with the Supervisor's. The only loose ends are the at-will part time police officers and the building inspector's employment agreement, which will also be at will. I'll keep the Council informed on progress.
- ✓ **FIRE DEPARTMENT: BOARD, CONTRACT & COST RECOVERY** (*Status*)
Pending.
- ✓ **SPRINGBROOK EAST & HERITAGE ASSOCIATION S.A.D.** (*Status*)
All that remains is to accept the streets into our Act #51 Street System. This process is a bit lengthy insofar as legal steps required assuring a proper transfer. Mr. Figura has prepared the paperwork on this end. There are several steps the Associations need to complete before we can begin our process. As soon as we get past this busy spurt, I'll fire up the Associations to start the process.
- ✓ **SIGN ORDINANCE** (*Status*)
Pending draft changes from the meeting of February 2nd.
- ✓ **SHARED SERVICES INITIATIVE** (*Status*)
Pending a draft report.
- ✓ **SCHOOL PERFORMING ARTS CENTER** (*Status*)
Construction is underway.
- ✓ **STREET RE-STRIPING & SYMBOLS** (*Status*)
Tom is trying to get another round of crack filling into the budget for Miller Road. For the obvious reason, any striping will have to be done after this project. We will be back in a month or two with a recommendation.
- ✓ **MEIJER SITE PLAN & ADDENDUM** (*Status*)
The Council approved an amended site plan allowing for the construction of a gross square foot store of 192,214 along with related changes to parking, traffic circulation, lighting, landscaping, and signage, all of which have been deemed by the City's staff as minor and within the general concept of the original site plan approval. We are in the process of re-negotiating the development agreement with Meijer. On paid-in capital, Meijer funded improvements capped at \$1,500,000. To date, they have paid \$1,095,000. They owe the City \$52,873, which when invoiced and paid, will put their contribution, to date, for the Morrish project at \$1,147,873. This leaves \$352,127 left to fund traffic lights that *may or will* be needed at the Morrish Road I-69 ramp and at Bristol and Morrish intersection. Progressive AE has submitted preliminary design plans to MDOT and they are awaiting an answer. Construction has begun.

- ✓ **FIVE-YEAR PARKS & RECREATION PLAN, ELMS PARK PROJECT** (*Status*)
Awaiting a draft.

- ✓ **FLOOD RELIEF** (*Status*)

We are participating in the County Emergency Management Division's effort to seek FEMA Disaster Funds. Here's a short inventory of what we've found, to date, regarding damage estimates:

- ❖ Estimated 400 homes experienced some water damage, most several inches, but a few, several feet. No homes have been reported as destroyed. (If we use an average of \$1,250 per house, cleanup costs and loss property, total estimated damages are set at \$500,000)
- ❖ A handful of power, phone and cable lines downed due to wind and/or trees falling. Most all have been repaired and excepting unique issues related to interrupt service lines, all power restored. (Cost estimates unknown, but we can post a figure of \$100,000 as an estimate).
- ❖ Minor damage to streets, washout of catch basins and pavement joints, small amount of overtime, staff time, etc. (Cost estimate of \$25,000).
- ❖ Sports Creek Raceway suffered wind damage to satellite receivers on their roof. (loss of racing day and repair estimated at \$150,000)
- ❖ Swartz Creek High School suffered surface water damage to 25 classrooms and associated hallways. Mary Crapo School suffered surface water damage to 2 classrooms and associated hallways (estimated cleanup costs \$75,000. Estimated cost of destroyed property, \$5,000. School was suspended for one day, Friday May 4th)
- ❖ Apple Creek Station Apartments reports the total loss of 15 lower level garden apartments. 16 additional apartments suffered extensive damage. 32 townhouse apartments suffered damage ranging from moderate to severe. 10 buildings suffered surface water damaging ranging from 6 inches to 7 feet. (Total estimated cost of damage, \$2,000,000. We used a figure of \$200,000 loss of personal property; clothes, bedding, furniture, electronics, etc).
- ❖ Total approximate loss: \$3,055,000).

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **WATER RATE INCREASE** (*Resolution*)

As we have discussed and anticipated, we have a notice of commodity rate increase, effective on all water purchased on and after July 1st, to be billed beginning in September. The calculated rate increase is 22¢ per 100 cubic feet, or about \$52,000 per year. As the Council is aware, we are in the study process of the entire system and should have a report back in several months. We may have to look hard at capital improvements when we get the results back. In the meantime, I recommend we pass this increase along tonight, "as is", effective in the next (3rd) billing cycle.

- ✓ **TRAFFIC SIGNALS, BRISTOL & MILLER** (*Resolution*)

As we have discussed on several past occasions, the traffic signals in front of GM-SPO need review. They've been around since Lassie was a pup and if we plan to keep them, they'll need replacing at some near future point. On the other hand, based on significant reduction in the factory's employees, they may not even meet the warrants for their existence. Before anything else, we need to get this question addressed. Mr. Fleury has proposed to collect traffic trip data and crunch the data for warrants. The cost for an opinion is \$1,250. This may be one of those questions that we may not like the answer to, but we probably need to ask it. It may also be better if we wait to collect this data until after the summer, which we can do so at the engineer's discretion. I recommend we proceed.

- ✓ **CLASS “C”, “SDM” LIQUOR LICENSES, NEW** (*Resolution*)
Included with tonight’s packet are requests for local approval of two new liquor licenses, a Class “C” (liquor-beer-wine on premises consumption by the glass) and an “SDM” (beer-wine packaged to go). The applicant is Pietro Montini, dba Dave’s Pizza at 8013 Miller Road. I have only referred this to a single review, being our planner Mr. Zettel. There are many problems, as you can see from his review letter. I had originally planned this for action tonight, however, as of late Friday, Mr. Gildner was speaking with Mr. Montini’s attorney and I may have a request for postponement of action on the matter until they can address the concerns. In the meantime, I’ll leave it on pending a final recommendation from Mike.
- ✓ **JULY 23 REGULAR MEETING, PARK** (*Status*)
Mark your calendars’ for a change in location for this meeting.

Council Questions, Inquiries, Requests and Comments

- *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.
- *Relocate – Remove Drop Boxes, Kroger & Morrish Road Real Estate Office.* They’re gone from the Real Estate Office. We have battled over this issue with the box owners. Kroger’s tells us they have not given permission to place them. We have given the owners of the boxes until June 15th to relocate them. If they do not comply, we’ll send a back hoe down and move them to the rear of the store.
- *Water / Sewer Charges, Car Wash.* There’s nothing to write on this. It is what it is; being the tenant did not pay the water bill. That tenant is now gone and it appears as we’ll have another one there shortly. We will not turn the water back on until the delinquent charges are paid. Who pays them is up to the property owner and new (or old) tenant.
- *New Web Site.* Working on a solution.
- *Downtown Deteriorated Signs, 8048 Miller.* Turned over to our code guy.
- *Bus, Gil-Roy Plaza.* We probably have no authority on this one, but we’ll try and get the owner to search for another solution.
- *Flood Damage, Apple Creek Apartments.* Looking into the City’s authority.
- *Deteriorated Building, Morrish at CNA Crossing.* We have a meeting scheduled with the property owners to explore solutions.

**City of Swartz Creek
RESOLUTIONS**

Regular Council Meeting, Monday June 11, 2012 7:00 P.M.

Resolution No. 120611-4A MINUTES – May 29, 2012

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held May 29, 2012 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 120611-5A AGENDA APPROVAL

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of June 11, 2012, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 120611-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager’s Report of June 11, 2012, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**ADOPT CITY-WIDE RATES, FEES AND CHARGES
(WATER RATE INCREASE)**

Motion by Councilmember: _____

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

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

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

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

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

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

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

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

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

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

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

<u>Offense</u>	<u>Fine</u>
(a) Parking too far from curb	\$ 20.00
(b) Angle parking violations	\$ 20.00
(c) Obstructing traffic	\$ 20.00
 <u>Prohibited parking (signs un-necessary)</u>	
(d) On sidewalk	\$ 20.00
(e) In front of drive	\$ 20.00

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

Parking for prohibited purpose

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

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

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

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

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

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

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

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

Police Personnel	\$40	Per Hour
Police Clerical	30	Per Hour

Police Car	15	Per Hour
Fire Personnel	20	Per Hour
Fire Pumper	250	Per Hour
Fire Support Vehicles	100	Per Hour

4. Chapter 5: Cemetery Lots - Purchase

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

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

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

6. Chapter 11: Park Reservation Fees

Elms Park

Pavilion #1	\$ 70.00
Pavilion #2	\$ 120.00
Pavilion #3	\$ 70.00
Pavilion #4	\$ 120.00

Winshall Park

Pavilion #1	\$ 70.00
Pavilion #2	\$ 70.00
Pavilion #3	\$ 70.00

7. Chapter 15: Permit, Sidewalk Installation

\$25.00

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

\$100.00

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

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

Rates for Quarterly Billings

Readiness to serve charge

5/8", 3/4", 1"	\$47.45
1.5"	\$200.70
2"	\$321.12
3"	\$602.10
6"	\$2,007.00

Commodity charge (per 100 cubic feet of water consumed): \$3.53

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

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

(C) There shall be a Twenty Dollar (\$20.00) charge for shutting off the water service pursuant to such request and a Twenty Dollar (\$20.00) charge for turning the water service back on, if the shut off or turn on is performed during normal business hours. If this shut off or turn on is performed outside of normal business hours, the charge shall be One-Hundred Dollars (\$100.00).

Such charges shall also apply if water is shut off or turned back on pursuant to account delinquency. The City Manager may waive shut off and turn on fees for reasonable cause.

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

10. Chapter 19: Water & Sewer Tap Fees

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

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

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

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

11. Chapter 19: Sanitary Sewer Rates

Rates for Quarterly Billings

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

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

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

12. Chapter 20: Weed Cutting Fees

\$300 per cut

13. Building & Trade Inspection Fees

A. Building Permit Fees: Appendix A 21.06

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

B. Electrical Inspection Fees

Application Fee (non-refundable) \$50

Service

Through 200 Amp.	\$10
Over 200 Amp. thru 600 Amp.	\$15

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

Signs

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

K.V.A. & H.P.

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

Fire Alarm Systems (excl. smoke detectors)

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

Data/Telecommunication Outlets

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

Inspections

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

C. Mechanical Inspection Fees

Application Fee (non-refundable)	\$50
----------------------------------	------

Residential Heating System (includes duct & pipe, new building only)

Gas/Oil Burning Equipment (furnace, roof top units, generators)	\$30
Boiler	\$30
Water Heater	\$5
Damper	\$5
Solid Fuel Equip. (includes chimney)	\$30
Gas Burning Fireplace	\$30
Chimney, factory built (installed separately)	\$25
Solar; set of 3 panels-fluid transfer (includes piping)	\$20
Gas piping; each opening-new installation (residential)	\$5
Air Conditioning (includes split systems)	

RTU-Cooling only	\$30
Heat Pumps (complete residential)	\$30
Dryer, Bath & Kitchen Exhaust	\$5
<u>Tanks</u>	
Aboveground	\$20
Aboveground Connection	\$20
Underground	\$25
Underground Connection	\$25
Humidifiers/Air Cleaners	\$10
<u>Piping-minimum fee \$25</u>	
Piping	\$.05/ft
Process piping	\$.05/ft
Duct-minimum fee \$25	\$.10/ft
Heat Pumps; Commercial (pipe not included)	\$20
<u>Air Handlers/Heat Wheels</u>	
Under 10,000 CFM	\$20
Over 10,000 CFM	\$60
Commercial Hoods/Exhausters	\$15
Heat Recovery Units	\$10
V.A.V. Boxes	\$10
Unit Ventilators	\$10
Unit Heaters (terminal units)	\$15
<u>Fire Suppression/Protection</u>	
(includes piping) –minimum fee \$20	\$.75/head
Evaporator Coils	\$30
Refrigeration (split system)	\$30
Chiller	\$30
Cooling Towers	\$30
Compressor/Condenser	\$30
<u>Inspections</u>	
Special/Safety Insp. (includes cert. fee)	\$50
Additional Inspection	\$50
Final Inspection	\$50
Certification Fee	\$20
D. Plumbing Inspection Fees	
Application Fee (non-refundable)	\$50
<u>Mobile Home Park Site</u>	
Fixtures, floor drains, special drains,	\$5 each
Water connected appliances	\$5 each
Stacks (soil, waste, vent and conductor)	\$3 each
Sewage ejectors, sumps	\$5 each
Sub-soil drains	\$5 each
<u>Water Service</u>	
Less than 2"	\$5
2" to 6"	\$25
Over 6"	\$50
Connection (bldg. drain-bldg. sewers)	\$5
<u>Sewers (sanitary, storm or combined)</u>	
Less than 6"	\$5

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

Water Distributing Pipe (system)

¾" Water Distribution Pipe	\$5
1" Water Distribution Pipe	\$10
1 ¼" Water Distribution Pipe	\$15
1 ½" Water Distribution Pipe	\$20
2" Water Distribution Pipe	\$25
Over 2" Water Distribution Pipe	\$30
Reduced pressure zone back-flow preventer	\$5 each
Domestic water treatment and filtering equipment only	\$5
Medical Gas System	\$45

Inspections

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

14. Appendix B: Franchises

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

15. Miscellaneous Fees

A. *Copies:*

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

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

B. *Freedom of Information Act Requests:*

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

C. *Police Reports:*

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

D. *Gun Registrations, Permits & Safety Inspections:*

No Charge

E. *Towing & Impound Fees:*

\$100 for each vehicle towed as incidental to arrest or other civil custody. \$100 for each vehicle towed as abandoned. The Chief of Police may, at his/her discretion, waive any towing fee when in his/her opinion, special circumstance exists. A report shall be filed when any such action is taken.

F. *Weddings:*

\$25 per ceremony

G. *Fax Services:*

50¢ per page for the first 10 pages, then \$.10 per page thereafter

H. *Notary Services:*

\$5.00 per item

I. \$25 each for any check returned unpaid for account insufficient, closed or stopped

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

A. <u>Site Plan Review:</u>	
Single & Multiple-Family (non-plat)	\$300 plus \$5.00 per lot
Cluster Housing Development	\$300 plus \$5.00 per unit
Mobile Home Park	\$400 plus \$5.00 per unit
Commercial Development	\$450 plus \$50.00 per acre/fraction
Industrial Development	\$400 plus \$50.00 per acre/fraction
Office Development	\$350 plus \$50.00 per acre/fraction
Institutional	\$300 plus \$50.00 per acre/fraction
Public/semi-public uses	\$300 plus \$50.00 per acre/fraction
Special Approval or Conditional Use	\$250 plus \$5.00 per acre/fraction
PUD/Mixed Use Review	\$500 plus \$50.00 per acre/fraction Consulting
Fees (All Reviews)	Actual consultant costs
Revisions	½ of original review fee
B. <u>Building and Zoning:</u>	
Swimming Pool Permit	\$25
Zoning Permit	\$25
Sidewalk Permit	\$25
Sign Permit	See Building Permits
Structure Movement Permit	\$95
Demolition Permit (Including ROW Permit)	\$150
Right of Way Permit	\$100
Home Occupation Permit	\$95
Variance Review	\$250 per variance
Lot Split/Combination: City Ordinance Section 16.2	\$150 plus \$5.00 per lot
Public or Private Road Plan Reviews	\$400 per mile/fraction
Consulting Fees	Actual consultant costs
Zoning Code	\$10 CD, \$25 Paper Copy
Engineering Standards Manual	\$10 CD, \$25 Paper Copy
C. <u>Subdivision Review</u>	
Preliminary Subdivision Review-Tentative	\$300 plus \$5.35 per lot
Preliminary Subdivision Review- Final	\$160 plus \$2.70 per lot
Final Plat Review	\$160 plus \$1.00 per lot

17. Chapter 1: Municipal Civil Infraction Fines

<u>Civic Infraction Citation Fines:</u>	
First Offense	\$100
Second Offense	\$200
Third Offense	\$300
<u>Civic Infraction Notice Fines:</u>	
First Offense	\$75
Second Offense	\$150
Third Offense	\$250

ADOPTION & REVISION HISTORY:

Resolution No. 050711-07	Dated July 11, 2005
Resolution No. 100208-06	Dated February 8, 2010
Resolution No. 101206-04	Dated December 6, 2010 (Water-Sewer-RTS)
Resolution No. 111114-05	Dated November 14, 2011 (Park Fees)
Resolution No. 110613-07	Dated June 13, 2011 (Water Fees)
Resolution No. 120611-8A	Dated June 11, 2012 (Water Fees)

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 120611-8B YEAR END FISCAL ADJUSTMENTS

Motion by Councilmember: _____

WHEREAS, Act 621 of P.A. 1978 provides for a uniform budgeting system for local units of government; and

WHEREAS, Act 275 of P.A. of 1980 further prohibits deficit spending by local units of government; and

WHEREAS, the City Council has reviewed the City's 2011 - 2012 Fiscal Budget and associated year-to-date balance sheet of expenses and finds that it is not in deficit; however, certain department activity line items may be in deficit.

THEREFORE BE IT RESOLVED, the Swartz Creek City Council hereby authorizes and directs the City Manager to make all necessary year-end budget adjustment amendments.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 120611-8C WARRANT REVIEW, TRAFFIC SIGNALS MILLER & BRISTOL

Motion by Councilmember: _____

I Move the City of Swartz Creek direct the staff to prepare a Signal Warrant Analysis of the traffic signals at Miller and Bristol and to bring the findings back to the Council for review and determination.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**REQUEST, CLASS "C" – "SDM" LIQUOR LICENSE,
DAVE'S PIZZA, 8013 MILLER ROAD**

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the applicants request for a new Class "C" and new "SDM" Liquor License, as follows:

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LIQUOR CONTROL COMMISSION

RESOLUTION

At a _____ meeting of the _____
(Regular or Special) (Township Board, City or Village Council)

called to order by _____ on _____ at _____ P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request from:

Pietro Montini is requesting a new Class C license and new SDM license with new Sunday Sales Permit(PM), new Sunday Sales Permit(AM), new Dance-Entertainment Permit and new Outdoor-Service Area to be located at 8013 Miller, Swartz Creek, MI 48473 in Swartz Creek City, Genesee County.

be considered for _____ **"above all others"**
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

It is the consensus of this legislative body that the application be:

_____ for issuance
(Recommended or not Recommended)

State of Michigan _____)

County of _____)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
(Township Board, City or Village Council) (Regular or Special)

meeting held on _____
(Date)

SEAL

(Signed) _____
(Township, City or Village Clerk)

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Tuesday May 29, 2012 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 05/29/2012

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, City Clerk Juanita Aguilar, Finance Director Mary Jo Clark, DPS Director Tom Svrcek.

Others Present: Tommy Butler, Bob Plumb, Lou Fleury, Ron Schultz, Steve Shumaker, Judy Hough.

APPROVAL OF MINUTES

Resolution No. 120529-01

(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 May 14, 2012, 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. 120529-02

(Carried)

Motion by Mayor Pro-Tem Krueger
Second by Councilmember Binder

I Move the Swartz Creek City Council approve the Agenda, as amended, for the Regular Council Meeting of May 29, 2012, 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. 120529-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the City Manager's Report of May 29, 2012, to be circulated and placed on file.

Discussion took place.

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

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

MEETING OPENED TO THE PUBLIC:

Ron Schultz, 4279 Springbrook, spoke about the Genesee Health Plan and the difficulties he has endured trying to get on the plan.

Tommy Butler, 40 Somerset, questioned the status of the consolidation project. City Manager Bueche stated that the field work has been completed. Mr. Butler asked the status of the old Marathon station. Mr. Butler asked why there were so many brush piles around the City. He was advised that the storm and the City being short handed put the DPS behind with the brush.

Senator Gleason spoke about a public town hall meeting to inform residents about flood insurance.

COUNCIL BUSINESS:

Hometown Days Permits, Master Resolution

Resolution No: 120529-04

(Carried)

Motion by Councilmember Hicks
Second by Mayor Pro-Tem Krueger

I Move the City of Swartz Creek approve Resolutions 120529-8A through 120529-8H, allowing for the various permits relative to the annual Swartz Creek Hometown Days events, to be held beginning Wednesday May 30, 2012 and concluding on Monday June 4, 2012, inclusive of all stipulations and conditions as specified and listed within.

Hometown Days, Street Carnival, General Street & Property Use Permits

I Move the City of Swartz Creek approve and authorize the Swartz Creek Hometown Days Committees' application for street closing and City property use permits for the following locations:

- A. Morrish between Miller and Ingalls-Wade, Carnival Midway.
- B. Holland between Miller and Ingalls, Vendor – Carnival.
- C. City Lot located at the southwest corner of Miller and Morrish, Carnival – Midway.
- D. Ingalls at Holland and Park Land located to the North and Northwest of the intersection of Morrish and Ingalls, Carnival & Midway.
- E. City owned property located along the North side of Fortino, West of South Morrish Road, Car Show and Radio D.J., general parking.
- F. City owned property, 4438 South Morrish Road.
- G. City owned property, 4505 Fortino.
- H. Fire Hall out lot properties.
- I. Use of DPW Yard and Generator.

Street and City property use, unless otherwise indicated, begins Wednesday, May 30, 2012 at 9:00 a.m. until Monday June 4, 2012 at 9:00 A.M., for the purpose of, and authorization to conduct a carnival, vendor/display areas, car show and or other similar events under the following stipulations:

1. Insurance certificate naming the City as insured in the amount not less than \$1,000,000.00 (One-Million Dollars)
2. Written permission from deed holders of any private properties to be used and appropriate insurance certificates naming such parties as additional insured: William Kincaid 5086 South Morrish; Mark O'Brien 5099 South Morrish; Swartz Creek Acquisitions (Race Track) 4290 South Morrish; Swartz Creek Schools 8354 Cappy (High School Middle School); Scott Hoover 8280 Crapo; Swartz Creek Pentecostal 4494 South Morrish; Branoff Fortino Drive 58-35-576-032.
3. Sufficient number of portable bathrooms placed and located, and liter control program in accordance and under the approval of Director of Community Services.
4. General approval of the Chief of Police. Traffic control and pedestrian safety plan in accordance with and under the approval of office of Chief of Police.

Hometown Days, Amplified Concert Music Permit

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committee application to conduct an outdoor concert to be held at the outdoor football stadium of the Swartz Creek High School on Friday, June 1, 2012 between 4:30 p.m. and 10:00 p.m., under the following stipulations:

1. Insurance certificate naming the City as insured in the amount not less than \$1,000,000.00 (One-Million Dollars)

2. Written authorization from the School District Superintendent along with acceptable insurance certificates naming the School District as an additional insured, minimum amount not less than \$1,000,000 (One Million Dollars)
3. General approval of the Chief of Police. Traffic control and pedestrian safety plan in accordance with and under the approval of office of Chief of Police.
4. Music to end no later than 10:00 p.m.

Hometown Days, Street Usage Permit, Motor and Pedestrian Parade

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committees' application for street closing / usage permit for Saturday, June 2, 2012 from 11:00 a.m. until 1:30 p.m. for purposes of conducting a parade, streets used to be Fairchild Street, Miller Rd, and Frederick St under the following stipulations:

1. Insurance certificate naming the City as an additional insured party in the amount not less than \$1,000,000.00 (One Million Dollars).
2. No candy or other objects be thrown or handed from, to or at any vehicle, trailer, float, or similar, and further, that the Hometown Days Committee establish and maintain a list of all participants and/or entries in the parade that identifies a contact person, such contact to be informed by the Hometown Days Committee of the stipulation and motor vehicle code enforcement actions for violations thereof.
3. General approval, and under the direction and control of the Office of the Chief of Police.

Hometown Days Permit, Aerial Fireworks Display

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committee's application for one fireworks aerial display to be held on Friday, June 1, 2012, at or shortly after dusk, with a cancellation date of Saturday, June 2, 2012, at or shortly after dusk, to be launched from properties directly west of the Swartz Creek Middle School Building, said properties owned by the Swartz Creek School District and Mr. Scott Hoover, under the following stipulations and conditions:

1. Insurance certificate naming the City as insured in an amount to be determined adequate by the City Manager.
2. Written permission from the aforementioned parcel owners along with acceptable insurance certificates naming said parcel owners as additional insured parties, in an amount to be determined adequate by the City Manager.
3. Traffic Control Plan and administration by the Offices of Chief of Police and Director of Community Services.
4. Detailed Plan submitted to and approved by the Fire Chief.
5. All decisions concerning the event and cancellation thereof, if needed, under the direction and control of the Fire Chief.

Hometown Days Permit, Operate Entertainment Tent

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committee application to operate an entertainment tent with the sale of beer and wine for consumption on the premises, along with live entertainment, to be held on Parcel No. 58-02-200-014, owned by William Kincaid and located 5086 Morrish Road, south of Wade Street, beginning Thursday, May 31, 2012 through Sunday, June 3, 2012, 9:30 PM, under the following stipulations:

1. Michigan Liquor Control Commission Approved Application with appropriate insurance in accordance with the rules of the L.C.C. and naming the City and all other property owners as additional insured parties, in an amount not less than \$1,000,000 (One Million Dollars).
2. Portable bathrooms appropriately located and litter control program in accordance and under the approval of Director of Community Services.
3. Traffic control and pedestrian safety plan in accordance with and under the approval of Office of Chief of Police.
4. Adherence to all L.C.C. stipulations and regulations, state and local laws.
5. No music after 11:00 p.m. Thursday, May 31, 2012 and 1:00 a.m. Friday, June 1, 2012 (Saturday Morning), and Saturday June 2, 2012 (Sunday Morning), and Sunday June 3, 2012, 9:30 PM.
6. Adequate security as approved by the Chief of Police.
7. Adherence to and under the direction and control of the Office of the Chief of Police.

Hometown Days Permit, Ceremonial Discharge of Firearm

I Move the Swartz Creek City Council, pursuant to section 10-212(3) of the Code of Ordinances, approve and authorize the Swartz Creek Hometown Days Committee to discharge weapons as a part of a military concert and ceremonial military honor guard, to be held at the Swartz Creek High School's outdoor football stadium, on Friday, June 1, 2012, at approximately 9:00 p.m., in conjunction with a concert and aerial fireworks display, with a backup rain date of Saturday, June 2, 2012 at approximately 9:00 p.m. under the following stipulations and conditions:

1. Insurance certificate naming the City as an additional insured party in an amount not less than \$1,000,000.00 (One Million Dollars).
2. The party(ies) discharging the weapon(s) must be a practicing military honor guard trained and capable in the handling of firearms.

Hometown Days Permit, Ceremonial Discharge of Firearm

I Move the Swartz Creek City Council, pursuant to section 10-212(3) of the Code of Ordinances, approve and authorize the Swartz Creek Hometown Days Committee to discharge weapons in conjunction with a Parade and as a ceremonial military honor guard, to be held along Miller Road on Saturday, June 2, 2012, at approximately 12:00 noon, under the following stipulations and conditions:

Amplified Outdoor Music, Feather N Fin

I Move the City of Swartz Creek approve the use of an outdoor music / DJ amplification system at Feather & Finn Ice Cream, 7543 Miller Road, in conjunction with the Swartz Creek Hometown Days Festival, permit for Saturday, June 2, 2012 from 2:00 p.m. until 10:00 p.m., only.

Discussion Took Place.

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

Waiver of Inspection Fee, Hometown Days Committee

Resolution No: 120529-05

(Carried)

Motion by Councilmember Binder
Second by Councilmember Hurt

I Move the City of Swartz Creek waive the electrical permit inspection fees for the Swartz Creek Hometown Days Committee, in the amount of \$70, for the repair of a drop service panel located at 5043 & 5045 Morrish Road, the panel having been damaged as a result of May 4th inclement weather.

Discussion Took Place.

YES: Porath, Shumaker, Abrams, Hicks, Hurt, Krueger.
NO: Binder. Motion Declared Carried.

Appropriation, Annual Workers Compensation Insurance

Resolution No: 120529-06

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Binder

I Move the City of Swartz Creek appropriate an amount not to exceed \$19,613 to the City's Workers Compensation Insurance carrier, being the Michigan Municipal League Workers Compensation Fund, in payment of the City's annual premium, funds to be apportioned as calculated by the City's provider.

Discussion Took place.

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

Appoint Weed Control Contractor, Ace Outdoor Services

Resolution No. 120529-07

(Carried)

Motion by Councilmember Porath

Second by Councilmember Hurt

I Move the City of Swartz Creek approve the hiring of Ace Outdoor Services of Grand Blanc Michigan, for the cutting of weeds that come in violation of the City's noxious weed ordinance, and further, direct the staff to execute a contractor's agreement with Ace.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

Resolution of Endorsement, Genesee Health Plan Millage Renewal

Resolution No. 120529-08

(Carried)

Motion by Mayor Pro-Tem Krueger
Second by Councilmember Hurt

I Move the City of Swartz Creek approve an endorsement of the millage renewal for the Genesee Health Plan, and further, direct the Mayor to endorse the renewal as follows:

**ORGANIZATION MILLAGE RENEWAL
ENDORSEMENT AUTHORIZATION FORM**

We, **the Swartz Creek City Council**, Hereby endorse the Health Care Services Millage Renewal voter for a renewal of a levy of 1.0 mill on November 6, 2012, which will support continuation of a health care service delivery system for underinsured and uninsured low-income resident of Genesee County. This millage will produce funding that will continue to result in substantially improved health care services for residents of the County while providing everyone needing help with a place to go for information and support.

We give permission to the Friends of Genesee Health Plan for our organizations name to be used in the local media effort.

Name: _____

Mayor Richard B. Abrams

Discussion Ensued.

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

NO: None. Motion Declared Carried.

Resolution of Endorsement, MTA Millage Renewal

Resolution No. 120529-09

(Amended)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the City of Swartz Creek approve an endorsement of the millage renewal for the MTA, and further, direct the Mayor to endorse the renewal as follows:

Individual Millage Endorsement
Authorization Form

We, the City of Swartz Creek, hereby endorse the Mass Transportation Authority renewal millage cote for 4/10 of one mill on August 7, 2012, which supports retention of the countywide public transportation. This transportation renewal millage will result in no new taxes. We give permission to the Friends of Public Transportation to use out organization in the local media effort up to the Primary election on August 7, 2012.

Name: _____
(Please Print Name)

Name of Organization: _____
(Signature of Authorized Person)

Title: _____
(Title of Agency Representative)

Address: _____

City/State/Zip Code: _____

Phone Number: _____ Fax Number: _____

Discussion Took Place.

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

Adopt 2012-2013 FY Budget, Set Levy

Resolution No. 120529-10

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

I Move the Swartz Creek City Council, in accordance with the General Appropriations and Uniform Budgeting Act, adopt the proposed 2012-2013 Fiscal Budget based upon the following Summer Tax Levies:

General Operating Levy:	4.8289 Mills
Sanitation Levy:	<u>2.3500 Mills</u>
Total:	7.1789 Mills

101 General Fund		
	Estimated Revenues	Adopted
General Fund Estimated Operating Revenues		1,680,612
General Fund Estimated Project Revenues		0
Total General Fund Estimated Revenues		1,680,612
	Appropriations	Adopted
General Government Activities 101-299		330,794
Public Safety Activities 301-399		928,666
Public Works Activities 400-799		361,924
Other Government Activities 800-999		113,066
Total General Fund Operating Appropriations		1,734,450
Total General Fund Project Appropriations		0
Total General Fund Appropriations		1,734,450
		Estimated Beg Fund Balance
		1,240,453
		Estimated Ending Fund Balance
Effect on General Fund's Fund Balance	(53,838)	1,186,615
202 Major Streets Fund		
	Estimated Revenues	Adopted
Major Streets Fund Estimated Operating Revenues		274,334
Major Streets Fund Estimated Project Revenues		4,000
Total Major Streets Fund Estimated Revenues		278,334
	Appropriations	Adopted
General Government Activities 101-299		0
Public Safety Activities 301-399		0
Public Works Activities 400-799		145,465
Other Government Activities 800-999		0
Total Major Streets Fund Operating Appropriations		145,465
Total Major Streets Fund Project Appropriations		379,298
Total Major Streets Fund Appropriations		524,763
		Estimated Beg Fund Balance
		619,897
		Estimated Ending Fund Balance
Effect on Major Streets Fund's Fund Balance	(246,429)	373,468
203 Local Streets Fund		
	Estimated Revenues	Adopted
Local Streets Fund Estimated Operating Revenue		96,722
Local Streets Fund Estimated Project Revenue		0
Total Local Streets Fund Estimated Revenue		96,722
	Appropriations	Adopted
General Government Activities 101-299		0
Public Safety Activities 301-399		0
Public Works Activities 400-799		113,373
Other Government Activities 800-999		0
Total Local Streets Fund Operating Appropriations		113,373
Total Local Streets Fund Project Appropriations		0
Total Local Streets Fund Appropriations		113,373
		Estimated Beg Fund Balance
		55,834
		Estimated Ending Fund Balance
Effect on Local Streets Fund's Fund Balance	(16,651)	39,183

226 Garbage Fund		
	Estimated Revenues	Adopted
Garbage Fund Estimated Operating Revenue		351,630
Garbage Fund Estimated Project Revenue		0
Total Garbage Fund Estimated Revenue		351,630
	Appropriations	Adopted
General Government Activities 101-299		65,543
Public Safety Activities 301-399		0
Public Works Activities 400-799		348,628
Other Government Activities 800-999		20,958
Total Garbage Fund Operating Appropriations		435,129
Total Garbage Fund Project Appropriations		0
Total Garbage Fund Appropriations		435,129
		Estimated Beg Fund Balance
		455,030
		Estimated Ending Fund Balance
Effect on Garbage Fund's Fund Balance	(83,499)	371,531
248 Downtown Development Authority Fund		
	Estimated Revenues	Adopted
DDA Fund Estimated Operating Revenue		2,888
DDA Fund Estimated Project Revenue		0
Total DDA Fund Estimated Revenue		2,888
	Appropriations	Adopted
General Government Activities 101-299		14,600
Public Safety Activities 301-399		0
Public Works Activities 400-799		0
Other Government Activities 800-999		0
Total DDA Fund Operating Appropriations		14,600
Total DDA Fund Project Appropriations		0
Total DDA Fund Appropriations		14,600
		Estimated Beg Fund Balance
		40,054
		Estimated Ending Fund Balance
Effect on DDA Fund's Fund Balance	(11,712)	28,342
265 Drug Enforcement Fund		
	Estimated Revenues	Adopted
Drug Enforcement Fund Estimated Operating Revenue		110,622
Drug Enforcement Fund Estimated Project Revenue		0
Total Drug Enforcement Estimated Revenue		110,622
	Appropriations	Adopted
General Government Activities 101-299		0
Public Safety Activities 301-399		110,622
Public Works Activities 400-799		0
Other Government Activities 800-999		0
Total Drug Enforcement Fund Operating Appropriations		110,622
Total Drug Enforcement Fund Project Appropriations		0
Total Drug Enforcement Fund Appropriations		110,622
		Estimated Beg Fund Balance
		2,666
		Estimated Ending Fund Balance
Effect on Drug Enforcement Fund's Fund Balance	0	2,666

275 Senior Citizens Fund

Estimated Revenues	Adopted	
Senior Citizens Fund Estimated Operating Revenue	0	
Senior Citizens Fund Estimated Project Revenue	0	
Total Senior Citizens Estimated Revenue	0	
Appropriations	Adopted	
General Government Activities 101-299	0	
Public Safety Activities 301-399	0	
Public Works Activities 400-799	4	
Other Government Activities 800-999	0	
Total Senior Citizens Fund Operating Appropriations	4	Estimated Beg Fund Balance
Total Senior Citizens Fund Project Appropriations	0	4
Total Senior Citizens Fund Appropriations	4	
		Estimated Ending Fund Balance
Effect on Senior Citizens Fund's Fund Balance	(4)	0

350 City Hall Debt Fund

Estimated Revenues	Adopted	
City Hall Debt Fund Estimated Revenue	83,875	
Total City Hall Debt Fund Estimated Revenue	83,875	
Appropriations	Adopted	
General Government Activities 101-299	0	
Public Safety Activities 301-399	0	
Public Works Activities 400-799	0	
Other Government Activities 800-999	83,830	Estimated Beg Fund Balance
Total City Hall Debt Fund Appropriations	83,830	2,420
		Estimated Ending Fund Balance
Effect on City Hall Debt Fund's Fund Balance	45	2,465

401 Capital Projects Fund

Estimated Revenues	Adopted	
Capital Project Fund Estimated Operating Revenue	0	
Capital Project Fund Estimated Project Revenue	36,202	
Total Capital Projects Fund Estimated Revenue	36,202	
Appropriations	Adopted	
General Government Activities 101-299	0	
Public Safety Activities 301-399	0	
Public Works Activities 400-799	0	
Other Government Activities 800-999	36,202	
Total Capital Projects Fund Operating Appropriations	36,202	Estimated Beg Fund Balance
Total Capital Projects Fund Project Appropriations	0	122,527
Total Capital Projects Fund Total Appropriations	36,202	
		Estimated Ending Fund Balance
Effect on Capital Projects Fund's Fund Balance	0	122,527

402 Fire Equipment Replacement Fund

Estimated Revenues	Adopted
Fire Equipment Replacement Fund Est Operating Revenue	230
Fire Equipment Replacement Fund Est Project Revenue	0
Total Fire Equip Replacement Fund Est Revenue	230

Appropriations	Adopted
General Government Activities 101-299	0
Public Safety Activities 301-399	0
Public Works Activities 400-799	0
Other Government Activities 800-999	0
Total Fire Equip Replacement Fund Operating Approp	0
Total Fire Equip Replacement Fund Project Approp	0
Total Fire Equip Replacement Fund Approp	0

Estimated Beg Fund Balance

81,500

Estimated Ending Fund Balance

Effect on Fire Equip Replacement Fund's Fund Balance 230

81,730

590 Water Supply Fund

Estimated Revenues	Adopted
Water Supply Fund Estimated Operating Revenue	1,292,640
Water Supply Fund Estimated Project Revenue	0
Total Water Supply Fund Estimated Revenue	1,292,640

Appropriations	Adopted
General Government Activities 101-299	131,881
Public Safety Activities 301-399	0
Public Works Activities 400-799	1,139,540
Other Government Activities 800-999	45,683
Total Water Supply Fund Operating Appropriations	1,317,104
Total Water Supply Fund Project Appropriations	0
Total Water Supply Fund Appropriations	1,317,104

Estimated Beg Fund Balance

1,007,639

Estimated Ending Fund Balance

Effect on Water Supply Fund's Fund Balance (24,464)

983,175

591 Sanitary Sewer Fund

Estimated Revenues	Adopted
Sanitary Sewer Fund Estimated Operating Revenue	1,070,990
Sanitary Sewer Fund Estimated Project Revenue	0
Total Sanitary Sewer Fund Estimated Revenue	1,070,990

Appropriations	Adopted
General Government Activities 101-299	131,966
Public Safety Activities 301-399	0
Public Works Activities 400-799	747,582
Other Government Activities 800-999	91,816
Total Sanitary Sewer Fund Operating Appropriations	971,364
Total Sanitary Sewer Fund Project Appropriations	234,000
Total Sanitary Sewer Fund Appropriations	1,205,364

Estimated Beg Fund Balance

2,089,561

Estimated Ending Fund Balance

Effect on Sanitary Sewer Fund's Fund Balance (134,374)

1,955,187

661 Motor Pool Fund		
Estimated Revenues	Adopted	
Motor Pool Fund Estimated Operating Revenue	118,848	
Motor Pool Fund Estimated Project Revenue	0	
Total Motor Pool Fund Estimated Revenue	118,848	
Appropriations	Adopted	
General Government Activities 101-299	26,056	
Public Safety Activities 301-399	69,600	
Public Works Activities 400-799	72,390	
Other Government Activities 800-999	0	
Total Motor Pool Fund Operating Appropriations	168,046	Estimated Beg Fund Balance
Total Motor Pool Fund Project Appropriations	0	273,332
Total Motor Pool Fund Appropriations	168,046	
Effect on Motor Pool Fund's Fund Balance	(49,198)	Estimated Ending Fund Balance
		224,134
Total Estimated Revenues	5,123,593	
Total All Funds Appropriations	5,743,487	

Discussion Took Place.

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

Set 2012-2013 Council Meeting Schedule

Resolution No. 120529-11

(Carried)

Motion by Councilmember Binder
 Second by Councilmember Hurt

WHEREAS, Act 261 of the Public Acts of the State of Michigan of 1968, as amended, requires a public notice of the schedule of regular meetings of the Swartz Creek City Council be given once each calendar year or fiscal year and that said notice shall show the regular dates and times for the meeting and the place at which meetings are held; and

WHEREAS, the Act directs that notice be posted prominently at the principle office of the City of Swartz Creek or at the public building at which meetings are held or published in the newspaper of general circulation in Swartz Creek.

NOW, THEREFORE, pursuant to the Act, public notice is hereby given that regular meetings for fiscal year 2012-2013 shall be held twice each month, and further, that all meetings shall be held in the City Hall Council Chambers located at 8083 Civic Drive, Swartz Creek, Michigan, unless otherwise provided in advance by the City Council, and further, meetings shall commence at 7:00 P.M. on the following dates:

July 2012:	Monday – 9 th Monday – 23 rd	
August 2012:	Monday – 13 th Monday – 27 th	
September 2012:	Monday – 10 th Monday – 24 th	
October 2012:	Monday – 8 th Monday – 22 nd	(Columbus Day)
November 2012:	Monday – 12 th Monday – 26 th	
December 2012:	Monday – 3 rd Monday – 10 th	(One Week Earlier) (Two Weeks Earlier)
January 2013:	Monday – 14 th Monday – 28 th	
February 2013:	Monday – 11 th Monday – 25 th	
March 2013:	Monday – 11 th Monday – 25 th	
April 2013:	Monday – 8 th Monday – 22 nd	(Earth Day?)
May 2013:	Monday – 13 th Tuesday 28 th	(Monday 27 th is Memorial Day)
June 2013:	Monday – 10 th Monday – 24 th	

BE IT FURTHER RESOLVED that the Clerk is hereby directed to post a copy of this resolution in a prominent place in the City Offices of the City of Swartz Creek.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to supply forthwith, upon request, a copy of this resolution to any newspaper of general circulation in the political subdivision in which the meeting will be held and/or to any radio or television station that regularly broadcasts into the City of Swartz Creek.

Discussion Took Place.

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

Consolidation of Courts

Resolution No. 120529-12

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move that the City of Swartz Creek pass a resolution recommending that the courts stay as they are.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

Tommy Butler, 40 Somerset, spoke about the possible change in the court system in Genesee County and suggested that instead of the proposed parking lot in the City of Flint to accommodate the change in courts, a criminal justice center should be built outside the City of Flint.

REMARKS BY COUNCILMEMBERS:

Councilmember Hurt spoke about the Marathon Station, asking for an update on the status of the project. City Manager Bueche stated that it is progressing, waiting on attorneys. Mr. Hurt spoke about the City's website and the fact that it is not up to date. Mr. Bueche stated that he has a person that he has contacted to maintain the website.

Councilmember Binder also commented that the website is not up to date. Ms. Binder stated that the last statue for the Veteran's Memorial is due to be shipped on May 31st and installed on Flag Day, June 14th.

Councilmember Hicks asked who was in charge of blight type issues in the City. She was advised that Rob Kehoe, the building inspector was in charge. Ms. Hicks spoke about an old bus that is parked behind the Carriage Plaza.

Councilmember Shumaker spoke about the donation boxes at Kroger. Mr. Shumaker talked about the streets in Heritage Village. Mr. Shumaker spoke about Mr. Bueche's report on the flood damage and the possibility of changes being made at Apple Creek Apartments as to what apartments should be allowed to be rented due to the amount of flooding. Mr. Shumaker wanted to know why there was a pile of lumber behind the car wash on Second Street. He was advised the lumber was from the work being done on the car wash. Mr. Shumaker spoke about the Kiwanis Club and other volunteers doing work at Elms Park and expressed his gratitude for all of the help and support from the City.

Councilmember Porath stated that he was glad that the Marathon project was proceeding.

Mayor Pro-Tem Krueger spoke about the flooding and who designates what is a 100 year or 500 year flood. Mr. Krueger stated that Senator Gleason is the only democratic candidate running for the combined offices of Clerk and Register of Deeds.

Mayor Abrams spoke about the pear trees growing in his yard and asked what can be done with them.

Councilmember Hicks asked what happened with the horse racing and wanted to know the status. She was advised that it is about to go to the House and Senate. Ms. Hicks spoke about the new entrance to the performing arts center and the landscaping around it.

Adjournment

Resolution No. 120529-13

(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 8:51 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
MAY 2012**

	<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	33	0	8	0
#07-375	100	3	0	0
#12-144	8	0	0	0
#05-275	75	12	0	4
#09-401	8	0	116	0
#09-226	104	9	0	0
#10-161	393	8	0	0
TOTAL	737	32	124	4

SWARTZ CREEK POLICE DEPT

Total Account Hours Summary Report

From: 05/01/2012 to 05/31/2012

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
ADMINISTRATIVE					
101 301 702.001	SUPERVISOR	238.000	4.000	1,188.500	27.500
101 301 702.002	CLERICAL	147.000	0.000	683.500	4.000
PROTECTION					
101 301 702.003	UNIFORMED	546.000	39.250	2,685.750	186.750
101 301 702.004	NON-UNIFORMED	6.500	0.000	28.500	0.000
101 301 702.005	TRAFFIC ENFORCEMENT	222.750	16.750	1,054.000	55.500
COMPLAINTS					
101 301 702.006	INVESTIGATIONS	169.750	2.000	588.500	5.500
101 301 702.007	COURT	8.000	0.000	16.000	8.000
TRAINING					
101 301 702.008	TRAINING	3.000	0.000	125.000	8.000
VACATION					
101 301 702.010	VACATION	70.500	0.000	160.500	0.000
HOLIDAY					
101 301 702.011	HOLIDAY	60.000	0.000	268.000	0.000
ABSENT					
101 301 702.012	ABSENT	5.000	0.000	152.500	0.000
FUNERAL LEAVE					
101 301 702.013	FUNERAL LEAVE	0.000	0.000	12.000	0.000
TRACK ADMINISTRATIVE					
101 302 702.001	SUPERVISOR	33.500	1.000	157.500	2.000
101 302 702.002	CLERICAL	21.000	0.000	99.000	0.000
TRACK PROTECTION					
101 302 702.003	UNIFORMED	23.500	5.500	119.250	11.250
101 302 702.004	NON-UNIFORMED	0.000	5.000	1.500	5.000

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
SCHOOL ADM					
101 303 702.001	SUPERVISOR	0.000	0.000	0.000	6.000
SCHOOL PROTECTION					
101 303 702.003	UNIFORMED	158.000	8.500	749.500	63.500
101 303 702.004	NON-UNIFORMED	8.000	0.000	8.000	0.000
SCHOOL TRAINING					
101 303 702.008	TRAINING	0.000	0.000	8.000	0.000
PROTECTION					
101 304 702.003	UNIFORMED	6.250	0.250	18.250	1.750
TRAINING					
101 304 702.008	TRAINING	16.000	0.000	80.000	0.000
OTHER					
101 304 702.009	SPECIAL EVENTS	0.000	0.000	4.000	0.000
PROTECTION					
265 333 702.004	NON-UNIFORMED	176.000	8.000	816.000	32.000
COMPLAINTS					
265 333 702.006	INVESTIGATIONS	0.000	30.000	0.000	251.000
265 333 702.007	COURT	0.000	1.000	0.000	9.000
TRAINING					
265 333 702.008	TRAINING	0.000	0.000	8.000	0.000
NON-PRODUCTIVE					
265 333 702.011	HOLIDAY	8.000	0.000	48.000	0.000
265 333 702.012	ABSENT	0.000	0.000	8.000	0.000
	TOTAL ALL HOURS	1,926.750	121.250	9,087.750	676.750

SWARTZ CREEK POLICE DEPT

Total Function Count

Month Ending: 05/31/2012

Account	Description	MTD Functions	YTD Functions
101 301 001.000	TRAFFIC VIOLATIONS	0	0
101 301 002.000	PARKING VIOLATIONS	17	38
101 301 003.000	VERBAL WARNINGS	67	353
101 301 004.000	WRITTEN WARNINGS	16	62
101 301 005.000	FELONY ARRESTS	5	15
101 301 006.000	MISDEMEANOR ARRESTS	20	119
101 301 007.000	CALLS RECEIVED	272	1274
101 301 008.000	TRAFF INJ ACCIDENTS	0	1
101 301 009.000	PROP DAMAG ACCIDENTS	8	45
101 301 010.000	SERVICE REQUESTS	3	7
101 301 011.000	MEETINGS	0	11
101 301 012.000	CONFERENCES	0	0
101 301 013.000	INITIATED CALLS	555	2497
101 301 014.000	DESK ASSIGNMENTS	147	444
101 301 015.000	BUSINESS CHECKS	1693	8959
101 301 016.000	VACATION CHECKS	207	2028
101 301 017.000	SUSP PERS CHECKED	23	72
TOTAL FUNCTIONS		3033	15925
101 302 002.000	PARKING VIOLATIONS	0	0
101 302 003.000	VERBAL WARNINGS	1	1
101 302 004.000	WRITTEN WARNINGS	0	0
101 302 005.000	FELONY ARRESTS	0	0
101 302 006.000	MISDEMEANOR ARRESTS	0	0
101 302 007.000	CALLS RECEIVED	12	57
101 302 010.000	SERVICE REQUESTS	1	2
101 302 011.000	MEETINGS	0	1
101 302 012.000	CONFERENCES	0	1
101 302 013.000	INITIATED CALL	0	5
101 302 014.000	DESK ASSIGNMENTS	0	0
101 302 015.000	BUSINESS CHECKS	16	68
101 302 016.000	VACATION CHECKS	0	3
101 302 017.000	SUSP PERS CHECKED	0	0
TOTAL FUNCTIONS		30	138
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	2
101 303 006.000	MISDEMEANOR ARRESTS	0	18
101 303 007.000	CALLS RECEIVED	7	40
101 303 010.000	SERVICE REQUESTS	0	0
101 303 011.000	MEETINGS	44	145
101 303 012.000	CONFERENCES	0	1

Account	Description	MTD Functions	YTD Functions
101 303 013.000	INITIATED CALL	131	530
101 303 014.000	DESK ASSIGNMENTS	0	4
101 303 015.000	BUSINESS CHECKS	0	35
101 303 016.000	VACATION CHECKS	0	0
101 303 017.000	SUS PERS CHECKED	0	0
TOTAL FUNCTIONS		182	776
101 304 001.000	TRAFFIC VIOLATIONS	0	0
101 304 001.003	DESK ASSIGNMENTS	0	0
101 304 002.000	PARKING VIOLATIONS	0	0
101 304 003.000	VERBAL WARNINGS	0	0
101 304 004.000	WRITTEN WARNINGS	0	0
101 304 005.000	FELONY ARRESTS	1	5
101 304 006.000	MISDEMEANOR ARRESTS	0	3
101 304 007.000	CALLS RECEIVED	5	19
101 304 010.000	SERVICE REQUESTS	0	0
101 304 011.000	MEETINGS	0	0
101 304 012.000	CONFERENCES	0	0
101 304 013.000	INITIATED CALL	7	19
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	8	22
101 304 020.000	NARCOTIC SEARCHES	3	5
101 304 021.000	CURRENCY SEIZED	0	0
101 304 022.000	FORFEITURES	0	0
101 304 023.000	POSITIVE TRACKS	4	10
101 304 024.000	NEGATIVE TRACKS	0	1
101 304 025.000	AGENCY ASSISTS	5	10
101 304 026.000	DEMONSTRATIONS	0	0
101 304 027.000	AREA SEARCHES	0	1
TOTAL FUNCTIONS		33	96
TOTAL ALL FUNCTIONS		3278	16935

Uniform Crime Report

Report Criteria:

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

Class	Description	MAY 2011	MAY 2012	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 (Voluntary)	0	0	0
0900-2	Negligent Homicide/Manslaughter (Involuntary)	0	0	0
0900-3	Negligent Homicide - Vehicle/Boat/Snowmobile/ORV	0	0	0
0900-4	Justifiable Homicide	0	0	0
1000-1	Kidnapping/Abduction	0	0	0
1000-2	Parental Kidnapping	0	0	0
1100-1	Sexual Penetration Penis/Vagina - CSC 1st Degree	0	0	0
1100-2	Sexual Penetration Penis/Vagina - CSC 3rd Degree	0	0	0
1100-3	Sexual Penetration Oral/Anal - CSC 1st Degree	0	0	0
1100-4	Sexual Penetration Oral/Anal - CSC 3rd Degree	0	0	0
1100-5	Sexual Penetration Object - CSC 1st Degree	0	0	0
1100-6	Sexual Penetration Object - CSC 3rd Degree	0	0	0
1100-7	Sexual Contact Forcible - CSC 2nd Degree	0	0	0
1100-8	Sexual Contact Forcible - CSC 4th Degree	0	0	0
1200-0	Robbery	0	2	2
1300-1	Non-Aggravated Assault	5	3	15
1300-2	Aggravated/Felonious Assault	1	1	3
1300-3	Intimidation/Stalking	1	0	1
1400-0	Abortion	0	0	0
2000-0	Arson	0	0	0
2100-0	Extortion	0	0	0
2200-1	Burglary - Forced Entry	3	3	12
2200-2	Burglary - Entry Without Force (Intent to Commit)	0	1	1
2200-3	Burglary - Entry Without Authority With or Without Force (No Intent)	0	0	0
2200-4	Possession of Burglary Tools	0	0	0
2300-1	Larceny - Pocketpicking	0	0	0
2300-2	Larceny - Purse Snatching	1	0	0
2300-3	Larceny - Theft from Building	2	1	3
2300-4	Larceny - Theft from Coin-Operated Machine/Device	0	0	0
2300-5	Larceny - Theft from Motor Vehicle	1	1	11
2300-6	Larceny - Theft of Motor Vehicle Parts/Accessories	0	2	6
2300-7	Larceny - Other	3	4	15
2400-1	Motor Vehicle Theft	0	0	1
2400-2	Motor Vehicle as Stolen Property	0	0	0
2400-3	Motor Vehicle Fraud	0	0	0
2500-0	Forgery/Counterfeiting	0	1	2
2600-1	Fraud - False Pretense/Swindle/Confidence Game	0	2	7
2600-2	Fraud - Credit Card/Automatic Teller Machine	1	0	2
2600-3	Fraud - Impersonation	1	0	2
2600-4	Fraud - Welfare Fraud	0	0	0
2600-5	Fraud - Wire Fraud	0	0	0
2600-6	Fraud - Bad Checks	0	0	0
2700-0	Embezzlement	0	0	0
2800-0	Stolen Property	0	0	0

Uniform Crime Report

Report Criteria:

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

Class	Description	MAY 2011	MAY 2012	YR TO DATE
2900-0	Damage to Property	5	2	43
3000-1	Retail Fraud - Misrepresentation	0	0	0
3000-2	Retail Fraud - Theft	1	0	0
3000-3	Retail Fraud - Refund/Exchange	0	0	0
3500-1	Violation of Controlled Substance - Act	3	2	9
3500-2	Narcotic Equipment Violations	0	0	1
3600-1	Sexual Penetration Non-forcible - Blood/Affinity (CSC 1st/3rd Degn	0	0	0
3600-2	Sexual Penetration Non-forcible - Other (CSC 1st and 3rd Degree)	0	0	0
3600-3	Peeping Tom	0	0	0
3600-4	Sex Offense - Other	0	0	0
3700-0	Obscenity	0	0	0
3800-1	Family - Abuse/Neglect Nonviolent	0	0	0
3800-2	Family - Non-Support	0	0	0
3800-3	Family - Other	0	0	1
3900-1	Gambling - Betting/Wagering	0	0	0
3900-2	Gambling - Operating/Promoting/Assisting	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/Promoting Prostitution	0	0	0
4100-1	Liquor License - Establishment	0	0	0
4100-2	Liquor Violations - Other	0	0	1
4200-0	Drunkenness - Except OUIL	0	0	0
4800-0	Obstructing Police	1	2	5
4900-0	Escape/Flight	0	0	0
5000-0	Obstructing Justice	1	2	16
5100-0	Bribery	0	0	1
5200-1	Weapons Offense - Concealed	0	1	1
5200-2	Weapons Offense - Explosives	0	0	0
5200-3	Weapons Offense - Other	0	0	2
5300-1	Disorderly Conduct	1	0	1
5300-2	Public Peace - Other	1	0	3
5400-1	Hit & Run Motor Vehicle Accident	3	1	11
5400-2	Operating Under the Influence of Liquor or Drugs (OUIL or OUID)	3	0	1
5400-3	Driving Law Violations	9	8	36
5500-0	Health and Safety	3	1	5
5600-0	Civil Rights	0	0	0
5700-1	Trespass	0	1	4
5700-2	Invasion of Privacy - Other	0	0	0
5800-0	Smuggling	0	0	0
5900-0	Election Laws	0	0	0
6000-0	Antitrust	0	0	0
6100-0	Tax/Revenue	0	0	0
6200-0	Conservation	0	0	0
6300-0	Vagrancy	0	0	0
7000-0	Juvenile Runaway	0	0	1
7300-0	Miscellaneous Criminal Offense	0	0	0

Uniform Crime Report

Report Criteria:

Start File Class	End File Class	Print Zeros?			
0100-0	9900-9	Yes			
Class	Description	MAY 2011	MAY 2012	YR TO DATE	
7500-0	Solicitation (All Crimes Except Prostitution)	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	1	
9200-4	ORDER FOR PICKUP AND EXAMINATION	0	1	1	
9200-5	CIVIL INFRACTION - ALCOHOL POSSES.	0	0	0	
9300-1	Property Damage Accident/Personal Injury	4	5	36	
9300-2	NON-TRAFFIC PDA	6	8	23	
9300-3	TRAFFIC VIOLATIONS/CIVIL INFRACTION	0	0	0	
9300-4	TOWED VEHICLE	2	1	1	
9300-5	TRAFFIC HAZARD/ABANDONED VEHICLE	0	0	0	
9300-6	TRAFFIC POLICING	2	0	0	
9400-1	FALSE ALARM ACTIVATION	0	0	0	
9400-2	VALID ALARM ACTIVATION	0	0	0	
9400-3	REST AREA/ROADSIDE PARK VIOLATIONS	0	0	0	
9500-1	ACCIDENTAL FIRE	0	0	0	
9500-2	ACCIDENTAL EXPLOSION	0	0	0	
9500-4	OPEN BURNING	0	0	0	
9500-6	FIRE-HAZARDOUS CONDITIONS	0	0	0	
9700-0	ACCIDENTAL SHOOTING	0	0	0	
9700-5	ACCIDENTAL DEATH-WATER	0	0	0	
9700-6	ACCIDENT - ALL OTHER	0	0	0	
9800-2	RECOVERED PROPERTY	0	0	0	
9800-3	PROPERTY INSPECTION	0	0	0	
9800-4	OTHER INSPECTIONS/WEAPONS	9	6	26	
9800-5	ALARMS	0	0	0	
9800-6	CIVIL	2	1	5	
9800-7	SUSPICIOUS SITUATION	2	3	9	
9800-8	LOST AND FOUND PROPERTY	1	3	7	
9800-9	OVERDOSE	0	0	2	
9900-1	SUICIDE	0	3	5	
9900-2	DOA - NATURAL	4	0	2	
9900-3	MISSING PERSON	0	0	0	
9900-7	SAFEKEEPING	0	0	0	
9900-8	DEPARTMENTAL ASSIST	2	3	4	
9900-9	GENERAL - NON CRIMINAL	4	0	17	

Uniform Crime Report

Report Criteria:

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

Class	Description	MAY 2011	MAY 2012	YR TO DATE
Totals:		88	75	364

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date
Traffic	All	05/01/2012	05/31/2012

Number	Name	Date	Location	Description	Officer	Fine
T-1212439		05/01/12	MILLER NEAR FORTINO	UNABLE TO STOP IN ASSURED CI		
T-1212441-A		05/01/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1212441-B		05/01/12	MORRISH NEAR MARY ST	DROVE ON WRONG SIDE, UNDIVI		
T-1212440-A		05/01/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1212440-B		05/01/12	MORRISH NEAR MARY ST	DROVE ON WRONG SIDE, UNDIVI		
T-1212442		05/01/12	I-69 NEAR MILLER	NO TAIL/BRAKE LIGHTS		
T-1144164-A		05/05/12	MILLER AT DYE	SUSP/REVOKED/NEVER APPL.		
T-1144164-B		05/05/12	MILLER AT DYE	NOISY MUFFLER AND/OR EXCESS		
T-1212444-A		05/06/12	I-69 & MILLER RD	SUSP/REVOKED/NEVER APPL.		
T-1212444-B		05/06/12	I-69 & MILLER RD	EXCEEDED POSTED SPEED LIMIT		
T-1212417-A		05/06/12	MILLER AT BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1212417-B		05/06/12	MILLER AT BRISTOL	NO PROOF INSURANCE/POSSESS		
T-1144165		05/06/12	MORRISH NEAR FORTINO	DISREGARDED TRAFFIC SIGNAL/A		
T-1212418-A		05/08/12	MORRISH NEAR APPLE CREEK	EXCEEDED POSTED SPEED LIMIT		
T-1212418-B		05/08/12	MORRISH NEAR APPLE CREEK	NO PROOF INSURANCE/POSSESS		
T-1212419		05/08/12	MILLER AT FORD	EXCEEDED POSTED SPEED LIMIT		
T-1212445		05/10/12	I-69 NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1212446		05/10/12	I-69 NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1212447		05/10/12	BRISTOL NEAR HERITAGE	EXCEEDED POSTED SPEED LIMIT		
T-1212448		05/10/12	ELMS ELEMENTARY SCHOOL -- ELM	SUSP/REVOKED/NEVER APPL.		
T-1144166		05/10/12	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESS		
T-1144167-A		05/11/12	ELMS NEAR MILLER	SUSP/REVOKED/NEVER APPL.		
T-1144167-B		05/11/12	ELMS NEAR MILLER	DISREGARDED FLASHING RED		
T-1144167-C		05/11/12	ELMS NEAR MILLER	IMPROPER LANE USE IN TURN/U-		
T-1212420-A		05/11/12	MORRISH NEAR APPLE CREEK	EXCEEDED POSTED SPEED LIMIT		
T-1212420-B		05/11/12	MORRISH NEAR APPLE CREEK	SEAT BELT DRIVER/PASSENGER		
T-1212541-A		05/11/12	BRISTOL NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1212541-B		05/11/12	BRISTOL NEAR MILLER	FAILED TO MAINTAIN EQUIPMENT		
T-10213		05/12/12	WORCHESTER, 5308	Parking violation/village ordinance		
T-1212327-A		05/14/12	ELMS NEAR I-69	NO OPS IN POSSESSION		
T-1212326-A		05/14/12	ELMS NEAR MILLER	SUSP/REVOKED/NEVER APPL.		
T-1212326-B		05/14/12	ELMS NEAR MILLER	NO PLATE/FAIL TO DISPLAY/EXPI		
T-1144168-A		05/14/12	MILLER NEAR 1ST	FAILED TO MAINTAIN EQUIPMENT		
T-1144168-B		05/14/12	MILLER NEAR 1ST	FAIL TO CHANGE ADDRESS		
T-1144170-A		05/14/12	MORRISH NEAR MARY ST	FAILED TO MAINTAIN EQUIPMENT		
T-1144170-B		05/14/12	MORRISH NEAR MARY ST	NO TAIL/BRAKE LIGHTS		
T-1144169-A		05/14/12	MORRISH NEAR MARY ST	SUSP/REVOKED/NEVER APPL.		
T-1144169-B		05/14/12	MORRISH NEAR MARY ST	IMPROPER PLATE DISPLAY		
T-1144169-C		05/14/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1212327-B		05/14/12	ELMS NEAR I-69	HEADLIGHTS		
T-1144171-A		05/15/12	MORRISH NEAR I-69	SUSP/REVOKED/NEVER APPL.		
T-1144171-B		05/15/12	MORRISH NEAR I-69	UNREGISTERED VEHICLE		
T-1144171-C		05/15/12	MORRISH NEAR I-69	HEADLIGHTS		
T-1212542		05/16/12	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1212421-A		05/17/12	MILLER NEAR MCLAIN	EXCEEDED POSTED SPEED LIMIT		
T-1212421-B		05/17/12	MILLER NEAR MCLAIN	NO PROOF INSURANCE/POSSESS		

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

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date
Traffic	All	05/01/2012	05/31/2012

Number	Name	Date	Location	Description	Officer	Fine
T-1212449		05/18/12	MILLER NEAR I-69	SEAT BELT DRIVER/PASSENGER		
T-1212450		05/18/12	MILLER NEAR MORRISH	UNABLE TO STOP IN ASSURED CI		
T-1212476		05/19/12	I-69 NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1212477		05/19/12	MILLER NEAR FAIRCHILD	SEAT BELT DRIVER/PASSENGER		
T-1212478		05/20/12	I-69 NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1212543-A		05/21/12	MORRISH NEAR I-69	FAILED TO MAINTAIN EQUIPMENT		
T-1212543-B		05/21/12	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1212423		05/22/12	MORRISH NEAR APPLE CREEK	EXCEEDED POSTED SPEED LIMIT		
T-1212479		05/23/12	BRISTOL NEAR HERITAGE	NO PROOF INSURANCE/POSSESE		
T-1212480		05/23/12	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESE		
T-1212481		05/23/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1212482		05/23/12	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1212483		05/23/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1212484		05/23/12	MORRISH NEAR MARY ST	NO MIRRORS AT LEAST 2		
T-1212485		05/23/12	MORRISH NEAR MARY ST	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1212486		05/23/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1212487		05/23/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1212488		05/23/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1212489		05/23/12	MILLER NEAR ELMS	SEAT BELT DRIVER/PASSENGER		
T-1212490		05/23/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1212491		05/23/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1212492		05/23/12	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1212424-A		05/26/12	MILLER NEAR FAIRCHILD	EXCEEDED POSTED SPEED LIMIT		
T-1212424-B		05/26/12	MILLER NEAR FAIRCHILD	NO PROOF INSURANCE/POSSESE		
T-1212425		05/27/12	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144172		05/28/12	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESE		
T-1212493		05/29/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1212494		05/29/12	BRISTOL NEAR HERITAGE	EXCEEDED POSTED SPEED LIMIT		
T-1212496-A		05/29/12	I-69 NEAR MORRISH	UNABLE TO STOP IN ASSURED CI		
T-1212496-B		05/29/12	I-69 NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1212496-C		05/29/12	I-69 NEAR MORRISH	NO OPS IN POSSESSION		
T-1212495		05/29/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1144173-A		05/30/12	MILLER NEAR MORRISH	HEADLIGHTS		
T-1144173-B		05/30/12	MILLER NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1144173-C		05/30/12	MILLER NEAR MORRISH	UNLIGHTED REG PLATE		
T-1212379		05/30/12	I-69 NEAR MORRISH	UNABLE TO STOP IN ASSURED CI		
T-1183708		05/31/12	ADMIRAL GAS STATION – MILLER, 7	EXPIRED LICENSE		

Tickets Total: 83	Charges Total: 83	Fines Total: 0.00
-------------------	-------------------	-------------------

DPS ACTIVITY - MAY 2012

	<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	15.00		0.07	0.97		
783.0 ELMS PARK	24.50		0.20	1.76		2.00
784.0 BICENT. PARK	5.00		0.17	0.17		
790.0 SENIOR CENTER/LIBRARY	32.50		0.28	1.61		
792.0 P S BLDG	5.00		0.02	0.40		
793.0 CITY HALL	8.00		0.22	0.26		
794.0 COMM PROMO						
796.0 CEMETERY						
202 MAJOR STREET FUND						
429.0 SAFETY						
441.0 PARK & RIDE GARBAGE						
463.0 STREET MAIN	38.00		0.31	1.52	2.00	
474.0 TRAFFIC						
478.0 SNOW & ICE						
482.0 ADMIN	4.07	0.22	0.11			
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	37.50		0.36	1.61	4.00	
474.0 TRAFFIC	1.00			0.11		
478.0 SNOW & ICE						
482.0 ADMIN	4.07	0.22	0.11			
226 GARBAGE FUND						
528.0 COLLECT	56.00		2.78	2.26		
530.0 WOODCHIPPING	77.90	0.40	1.30	3.63		
782.0 WINSHALL PARK GARBAGE	11.00		0.09	0.58	1.00	1.00
783.0 ELMS PARK GARBAGE	16.00		0.03	0.58	2.00	1.00
793.0 CITY HALL	8.00		0.22	0.26		
590 WATER						
540.0 WATER SYSTEM	103.73	3.58	2.57	1.84	2.00	
540.0 WATER-ON CALL						
542.0 READ & BILL	12.00		0.39	0.54		
793.0 CITY HALL	8.00		0.22	0.26		
591 SEWER						
536.0 SEWER SYSTEM	80.73	3.58	2.09	0.69	5.50	
536.0 SEWER-ON CALL						
537.0 LIFT STATION	15.00		0.17	0.61		
542.0 READ & BILL	12.00		0.37	0.52		
793.0 CITY HALL	8.00		0.22	0.26		
661 MOTOR POOL FUND						
795.0 CITY GARAGE	15.00		0.20	1.06		
DAILY HOURS TOTAL						
	598.00	8.00	12.50	21.50	16.50	4.00

Public Works
Monthly Work Orders

06/04/12

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
BXRP12-0055	WI20-005022-0000-05	ALLEN-ANTHONY, NICOLE 5022 WINSTON DR	05/15/12	CURB BOX REPAIR
BXRP12-0056 COMPLETED	MA20-008099-0000-01	MAC AULEY, ALGER 8099 MAPLE ST	05/16/12 05/17/12	CURB BOX REPAIR
BXRP12-0057	GR10-005318-0000-02	HASTINGS, BRENDA 5318 GREENLEAF DR	05/24/12	CURB BOX REPAIR
BXRP12-0058	WI10-005154-0000-05	HENDERSON, RACHEL 5154 WINSHALL DR	05/31/12	CURB BOX REPAIR
CBRP12-0001	MI10-007067-0000-01	ADAMS, SHIRLEY 7067 MILLER RD	05/07/12	CATCH BASIN REPAI
CBRP12-0002	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	05/09/12	CATCH BASIN REPAI
DRAN12-0010 COMPLETED	CH20-009048-0000-01	REDING, EDWARD 9048 CHESTERFIELD DR	05/07/12 05/07/12	STORM DRAINS
DRAN12-0011	BR20-006473-0000-01	JADWIN, STEVE 6473 BRISTOL RD	05/17/12	STORM DRAINS
FNRD12-0404 COMPLETED	SC20-005080-0000-03	BALDWIN, MELISSA K 5080 SCHOOL ST	05/04/12 05/04/12	FINAL READ
FNRD12-0405 COMPLETED	CH40-004297-0000-02	BAUM, JUDITH 4297 CHAPEL LN	05/02/12 05/01/12	FINAL READ
FNRD12-0407 COMPLETED	LU10-009052-0000-04	HEFLEY, LISA 9052 LUEA LN	05/01/12 05/01/12	FINAL READ
FNRD12-0408 COMPLETED	CC10-007396-0000-03	LEYANNA, EDWARD 7396 CROSSCREEK DR	05/16/12 05/16/12	FINAL READ
FNRD12-0409 COMPLETED	HI20-004173-0000-01	FIELD, MARTIN 4173 HICKORY LN	05/11/12 05/14/12	FINAL READ
FNRD12-0410 COMPLETED	HA20-000079-0000-02	VALUE HOMES 79 HAMILTON DR	05/14/12 05/14/12	FINAL READ
FNRD12-0411 COMPLETED	BR30-000008-0000-03	VALUE HOMES 8 BROOKFIELD DR	05/21/12 05/21/12	FINAL READ
FNRD12-0412 COMPLETED	CH30-007551-0000-03	NEMER, DIANNE 7551 CHURCH ST	05/25/12 05/25/12	FINAL READ
FNRD12-0413 COMPLETED	CE10-009265-0000-03	PANNELL, JARED 9265 CEDAR CREEK CT	05/30/12 05/31/12	FINAL READ
GWO12-0220 COMPLETED	EL10-003247-0000-01	PUGLIESE, MARIO 3247 ELMS RD	05/07/12 05/07/12	GENERIC WORK ORDE
GWO12-0221 COMPLETED	HE10-005130-0000-01	JOHNS, BRUCE 5130 HELMSLEY DR	05/10/12 05/10/12	GENERIC WORK ORDE
GWO12-0222	MI10-007191-0000-02	DAVIS, JOSHUA 7191 MILLER RD	05/09/12	GENERIC 46RK ORDE

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
GWO12-0223 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	05/22/12 05/23/12	GENERIC WORK ORDE
GWO12-0225	BA10-006224-0000-01	KRAMER, TED & RUTH 6224 BAINBRIDGE DR	05/31/12	GENERIC WORK ORDE
LNDS12-0067	MI10-007185-0000-01	JOYS, BYRON 7185 MILLER RD	05/10/12	LANDSCAPING
LNDS12-0068	CH10-009033-0000-01	SPOHN, RAE 9033 CHELMSFORD DR	05/29/12	LANDSCAPING
MNT12-0094 COMPLETED	CI10-008100-0000-01	PUBLIC SAFETY BUILDING 8100 CIVIC DR	05/08/12 05/09/12	BUILDING MAINTENA
MNT12-0095 COMPLETED	CI10-008100-0000-01	PUBLIC SAFETY BUILDING 8100 CIVIC DR	05/08/12 05/09/12	BUILDING MAINTENA
MNT12-0096 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	05/17/12 05/18/12	BUILDING MAINTENA
MTRP12-0361 COMPLETED	HA20-000079-0000-02	VALUE HOMES 79 HAMILTON DR	05/09/12 05/09/12	METER REPAIR
MTRP12-0362	WO10-005185-0000-01	HANEY, LAWANDA J 5185 WORCHESTER DR	05/09/12	METER REPAIR
READ12-0232 COMPLETED	IT10-004935-B013-01	MARI-DAN MILLER FARMS 4935 ITA # B013 CT	05/01/12 05/03/12	READ METER
READ12-0233 COMPLETED	SC10-004903-B011-01	MARI-DAN MILLER FARMS 4903 SCHAFFER # B011 DR	05/01/12 05/03/12	READ METER
READ12-0234 COMPLETED	SC10-004903-B012-01	MARI-DAN MILLER FARMS 4903 SCHAFFER # B012 DR	05/01/12 05/03/12	READ METER
READ12-0235 COMPLETED	SC10-004921-B009-01	MARI-DAN MILLER FARMS 4921 SCHAFFER # B009 DR	05/01/12 05/03/12	READ METER
READ12-0236 COMPLETED	SC10-004921-B010-01	MARI-DAN MILLER FARMS 4921 SCHAFFER # B010 DR	05/01/12 05/03/12	READ METER
READ12-0237 COMPLETED	SC10-004948-B007-01	MARI-DAN MILLER FARMS 4948 SCHAFFER # B007 DR	05/01/12 05/03/12	READ METER
READ12-0238 COMPLETED	SC10-004948-B008-01	MARI-DAN MILLER FARMS 4948 SCHAFFER # B008 DR	05/01/12 05/03/12	READ METER
READ12-0239 COMPLETED	SC10-004965-B003-01	MARI-DAN MILLER FARMS 4965 SCHAFFER # B003 DR	05/01/12 05/03/12	READ METER
READ12-0240 COMPLETED	SC10-004965-B004-01	MARI-DAN MILLER FARMS 4965 SCHAFFER # B004 DR	05/01/12 05/03/12	READ METER
READ12-0241 COMPLETED	SC10-004966-B005-01	MARI-DAN MILLER FARMS 4966 SCHAFFER # B005 DR	05/01/12 05/03/12	READ METER
READ12-0242 COMPLETED	SC10-004966-B006-01	MARI-DAN MILLER FARMS 4966 SCHAFFER # B006 DR	05/01/12 05/03/12	READ METER
READ12-0243 COMPLETED	SC10-004985-B001-01	MARI-DAN MILLER FARMS 4985 SCHAFFER # B001 DR	05/01/12 05/03/12	READ METER
READ12-0244	SC10-004985-B002-01	MARI-DAN MILLER FARMS	05/01/12	READ METER

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		4985 SCHAFFER # B002 DR	05/03/12	
READ12-0245	PA10-007152-0000-02	WOOD, MONICA	05/21/12	READ METER
COMPLETED		7152 PARK RIDGE PKY	05/21/12	
READ12-0246	SO10-000041-0000-03	DOUGHERTY, TERESA	05/10/12	READ METER
COMPLETED		41 SOMERSET DR	05/14/12	
READ12-0247	MO10-005152-B108-01	RIVERSIDE MANOR TOWNHOUSES	05/11/12	READ METER
COMPLETED		5152 MORRISH # B108 RD	05/11/12	
READ12-0248	CA10-008341-0000-01	SEIBEL, CAROL	05/11/12	READ METER
COMPLETED		8341 CAPPY LN	05/11/12	
READ12-0249	CO20-007448-0000-03	SHAFFER, LAURIE	05/11/12	READ METER
COMPLETED		7448 COUNTRY MEADOW DR	05/11/12	
READ12-0250	JI10-009219-0000-02	BERNARDI, PATRICK	05/11/12	READ METER
COMPLETED		9219 JILL MARIE LN	05/11/12	
READ12-0251	MA20-008024-0000-01	BROOKS, ROBERT	05/11/12	READ METER
COMPLETED		8024 MAPLE ST	05/11/12	
READ12-0252	MA30-007553-0000-07	KROTZER, ADRIANNE	05/11/12	READ METER
COMPLETED		7553 MASON ST	05/11/12	
READ12-0253	MI10-007594-0000-10	HEINE, CAROL	05/11/12	READ METER
COMPLETED		7594 MILLER RD	05/11/12	
READ12-0254	BI10-005167-0000-01	CRAIN, NORMAN	05/15/12	READ METER
COMPLETED		5167 BIRCHCREST DR	05/16/12	
SP-000002	SP10-004407-0000-01	PERRY, DALLAS	05/31/12	SUMP PUMP
		4407 SPRINGBROOK DR		
STRT12-0026	DA10-005295-0000-01	MESACK, DALLAS	05/14/12	STREET REPAIR
COMPLETED		5295 DAVAL DR	05/17/12	
STRT12-0027	SC20-005067-0000-03	YAMBRICK, MARY LOU	05/24/12	STREET REPAIR
COMPLETED		5067 SCHOOL ST	05/25/12	
WBKU12-0026	MI10-007323-0000-03	GOLAB, BRET	05/09/12	WATER BACK UP-CHE
COMPLETED		7323 MILLER RD	05/09/12	
WMBK12-0021	MI10-007529-0000-01	MYERS, DOUGLAS	05/21/12	WATER MAIN BREAK
COMPLETED		7529 MILLER RD	05/21/12	
WMBK12-0022	MO10-004400-0000-01	DELBRIDGE, ROBERT	05/30/12	WATER MAIN BREAK
COMPLETED		4400 MORRISH RD	05/30/12	
WOFF12-0702	SC20-005097-0000-02	SHEPPARD, SHIRLEY	05/17/12	WATER TURN OFF
COMPLETED		5097 SCHOOL ST	05/17/12	
WOFF12-0703	MI10-008169-0000-03	JAGGAER, MICHAEL	05/14/12	WATER TURN OFF
COMPLETED		8169 MILLER RD	05/14/12	
WOFF12-0704	WI20-005022-0000-05	ALLEN-ANTHONY, NICOLE	05/14/12	WATER TURN OFF
CANCELLED		5022 WINSTON DR	05/14/12	
WOFF12-0705	DO10-005334-0000-02	DAVIS, KIM	05/16/12	WATER TURN OFF
COMPLETED		5334 DON SHENK DR	05/16/12	
WOFF12-0706	WO10-005285-0000-02	FANNIE MAE	05/21/12	WATER TURN OFF
COMPLETED		5285 WORCHESTER DR	05/21/12	

Work Order	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WOFF12-0707 COMPLETED	MY10-004350-0000-01	CZERWINSKI, SHERRY 4350 MAYA LN	05/29/12 05/29/12	WATER TURN OFF
WOFF12-0709 CANCELLED	EL10-003317-0000-01	HERD, ERIC 3317 ELMS RD	05/24/12 05/24/12	WATER TURN OFF
WOFF12-0710 CANCELLED	GR10-005238-0000-01	HUNT, KELLY 5238 GREENLEAF DR	05/24/12 05/24/12	WATER TURN OFF
WOFF12-0711 CANCELLED	GR10-005311-0000-01	STRAUSS, MICHAEL 5311 GREENLEAF DR	05/24/12 05/24/12	WATER TURN OFF
WOFF12-0712 CANCELLED	GR10-005318-0000-02	HASTINGS, BRENDA 5318 GREENLEAF DR	05/24/12 05/24/12	WATER TURN OFF
WOFF12-0713	GR10-005325-0000-01	WATSON, MICHAEL 5325 GREENLEAF DR	05/24/12	WATER TURN OFF
WOFF12-0714 CANCELLED	HT10-003420-0000-00	BAEHR, KARL 3420 HERITAGE BLVD	05/24/12 05/24/12	WATER TURN OFF
WOFF12-0715 CANCELLED	MC10-005014-0000-01	BONDARENKO, HERBERT 5014 MC LAIN ST	05/24/12 05/24/12	WATER TURN OFF
WOFF12-0716 CANCELLED	MC10-005016-0000-01	GABRIZ, MARY W 5016 MC LAIN ST	05/24/12 05/24/12	WATER TURN OFF
WOFF12-0717 CANCELLED	MI10-007165-0000-01	BARTLEY, REBECCA 7165 MILLER RD	05/24/12 05/24/12	WATER TURN OFF
WOFF12-0718 CANCELLED	MO10-004264-0000-11	OREFICE, ANTHONY 4264 MORRISH RD	05/24/12 05/24/12	WATER TURN OFF
WOFF12-0719 CANCELLED	MI10-008014-0000-01	BOUTIQUE, DJ'S 8014 MILLER RD	05/24/12 05/24/12	WATER TURN OFF
WOFF12-0720 COMPLETED	MO10-005138-0000-03	NICHOLSON, BRIAN 5138 MORRISH RD	05/24/12 05/24/12	WATER TURN OFF
WOFF12-0721 COMPLETED	OX10-005156-0000-06	DOYLE, AMANDA 5156 OXFORD CT	05/24/12 05/24/12	WATER TURN OFF
WOFF12-0722 COMPLETED	RA10-004525-0000-02	ALEXANDER, BRIAN 4525 RAUBINGER RD	05/24/12 05/24/12	WATER TURN OFF
WOFF12-0723 COMPLETED	SE20-005225-0000-02	WIEDERMAN, JEFFREY 5225 SEYMOUR RD	05/24/12 05/24/12	WATER TURN OFF
WOFF12-0724 COMPLETED	WO10-005256-0000-02	RAQUEPAW, DAWN 5256 WORCHESTER DR	05/24/12 05/24/12	WATER TURN OFF
WTON12-0495 COMPLETED	SE20-005195-0000-03	MCALLISTER, LORIE 5195 SEYMOUR RD	05/02/12 05/01/12	WATER TURN ON
WTON12-0496 COMPLETED	WO10-005285-0000-02	FANNIE MAE 5285 WORCHESTER DR	05/04/12 05/04/12	WATER TURN ON
WTON12-0497 COMPLETED	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	05/03/12 05/03/12	WATER TURN ON
WTON12-0498 COMPLETED	MI10-005354-0000-04	CARLSON, CARL 5354 MILLER RD	05/07/12 05/07/12	WATER TURN ON
WTON12-0499	SC20-005097-0000-02	SHEPPARD, SHIRLEY	05/14/12	WATER TURN ON

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		5097 SCHOOL ST	05/14/12	
WTON12-0500	MI10-007448-0000-02	OUSSOREN-BROWN, MARIA	05/11/12	WATER TURN ON
COMPLETED		7448 MILLER RD	05/11/12	
WTON12-0501	MI10-008169-0000-03	JAGGAER, MICHAEL	05/15/12	WATER TURN ON
COMPLETED		8169 MILLER RD	05/14/12	
WTON12-0502	MA20-008095-0000-02	HUNTER, MICHAEL B	05/16/12	WATER TURN ON
COMPLETED		8095 MAPLE ST	05/16/12	
WTON12-0503	MY10-004350-0000-01	CZERWINSKI, SHERRY	05/22/12	WATER TURN ON
COMPLETED		4350 MAYA LN	05/22/12	
WTON12-0504	WO10-005285-0000-02	FANNIE MAE	05/23/12	WATER TURN ON
COMPLETED		5285 WORCHESTER DR	05/04/12	
WTON12-0505	JI10-009190-0000-07	FEDERAL NATIONAL MORTGAGE	05/23/12	WATER TURN ON
COMPLETED		9190 JILL MARIE LN	05/23/12	
WTON12-0506	SE20-005225-0000-02	WIEDERMAN, JEFFREY	05/24/12	WATER TURN ON
COMPLETED		5225 SEYMOUR RD	05/24/12	
WTON12-0507	RA10-004525-0000-02	ALEXANDER, BRIAN	05/24/12	WATER TURN ON
COMPLETED		4525 RAUBINGER RD	05/24/12	
WTON12-0508	MO10-005138-0000-03	NICHOLSON, BRIAN	05/24/12	WATER TURN ON
COMPLETED		5138 MORRISH RD	05/24/12	
WTON12-0509	OX10-005156-0000-06	DOYLE, AMANDA	05/24/12	WATER TURN ON
COMPLETED		5156 OXFORD CT	05/24/12	
WTON12-0510	WO10-005256-0000-02	RAQUEPAW, DAWN	05/25/12	WATER TURN ON
COMPLETED		5256 WORCHESTER DR	05/25/12	
WTON12-0511	WI10-005154-0000-05	HENDERSON, RACHEL	05/31/12	WATER TURN ON
COMPLETED		5154 WINSHALL DR	05/31/12	

Total Records: 97

May 2012	MILES DRIVEN		GALLONS GAS PURCHASED		GALLONS DIESEL PURCHASED
<u>#1 P/U 4WD</u>					
<u>#3 P/U 4WD</u>	527		81		
<u>07-03 P/U 4WD</u>	260				22
<u>09-03 P/U 4WD</u>	616				327
<u>#2 P/U 2WD</u>	521		57		
<u>#6-00 BACKHOE</u>					
<u>#9 DUMP</u>					
<u>#10 DUMP</u>					
<u>#11 DUMP</u>	129		45		
<u>#12-02 DUMP</u>	10				
<u>#12-04 DUMP</u>	29				
<u>#12-99 GENERATOR</u>					
<u>#9-02 BRUSH HOG</u>					
<u>#17 CASE BACKHOE</u>					16
<u>#19 JD TRACTOR</u>					12
<u>#06-99 BUCKET TRUCK</u>					
<u>#21 WOOD CHIPPER</u>					48
<u>#807 STREET SWEEPER</u>	94				70
<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>	157				
<u>TOTAL</u>					494

06/01/2012

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 05/01/2012 - 05/31/2012

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
05/03/2012	36059	AGROSCAPING INC.	SPRINKLER TURN ON/VETS MEMORIAL	55.00
05/03/2012	36060	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV. MATS, SUPPLIES	92.29 27.44
				119.73
05/03/2012	36061	CAPITAL TIRE	TIRES (6) 10-161 09-226 05-275 2 TIRES P-225/60R18 07-375	648.20 249.10
				897.30
05/03/2012	36062	COMCAST BUSINESS	5/1-5/31/12 PUBLIC SAFETY BUILDING	141.85
05/03/2012	36063	CREEK AUTO SERVICES LLC	LOF MONTHLY MAINT, MT&BAL 4 TIRES 10-161 LOF MONTHLY MAINT MT&BAL (2) 07-375 MT & BAL 2 TIRES 09-226 LOF MONTHLY MAINT, NEW WIPERS 09-401 LOF MONTHLY MAINT. MT&BAL 2 TIRES 05-275	92.95 60.95 32.00 50.95 60.95
				297.80
05/03/2012	36064	DEANNA KORTH	REIMB J AGUILAR KEYBOARD/MOUSE	52.99
05/03/2012	36065	DELTA VISION	MAY 2012 VISION - RETIREES (4)	22.24
05/03/2012	36066	DENNIS MITCHELL	STUMP GRINDING/ELMS PARK TREE REMOVAL (9)	1,080.00 2,800.00
				3,880.00
05/03/2012	36067	DONALD KORTH	BUILD & CONFIG 6 WRKSTNS STAGE 1 OF 3	1,000.00
05/03/2012	36068	FAMILY FARM AND HOME INC	GALLON OF WEED KILLER PIGSKIN GLOVES (2) SCREW HOOK FORK BEDDING 10 TINE LH	19.99 14.98 20.94 24.99
				80.90
05/03/2012	36069	FIDLAR TECHNOLOGIES	MINUTE BOOKS (10)	1,433.07
05/03/2012	36070	FLINT JOURNAL	1 YR SUBSCRIPTION 4/13/12-4/11/13	168.22
05/03/2012	36071	GENESEE CTY DRAIN COMMISSIONER	2/29-3/28/12 COMM/READY TO SERVE	60,964.33
05/03/2012	36072	GILL ROYS HARDWARE	CHAIN LOOPS/AUTO WASH CLEANING SUPPLIES/CITY HALL UPS SHIPPING/ANTI-BACTERIAL SOAP LAWN&LEAF BAGS/GLOVES/NUTS BOLTS SCREWS NUTS/BOLTS/SCREWS SCREW SET/BIT SET/4" BIT SCREWS FOR ELMS PARK PLAYSCAPE PIPE/LUBRICANT/SOAP/GALV COUPLING EYE BOLT (7) PLAYSCAPE RETURN EYE BOLT (7) APRIL 2012 DISCOUNT	16.79 33.44 19.44 27.48 1.19 10.97 6.99 28.94 9.03 (9.03) (11.87)
				133.37
05/03/2012	36073	MARK W NOTTLEY	SHARED SERVICES INITIATIVE	2,000.00
05/03/2012	36074	MICHIGAN PIPE AND VALVE	VALVE PARTS/HYDRANT REPAIR PARTS WATER VALVE PARTS	2,317.10 1,148.69
				3,465.79

05/03/2012	36075	PRINTING SYSTEMS	VOTER ID CARDS (6000)	268.82
05/03/2012	36076	PURCHASE POWER	POSTAGE/REFILL TRANS FEE	1,019.99
05/03/2012	36077	RICHARD ABRAMS	SMALL CITIES MTG/DINNER/MILEAGE	25.24
05/03/2012	36078	ROWE PROFESSIONAL SERVICES CO	PREPARING PARKS & REC'S 5 YEAR PLAN	113.25
05/03/2012	36079	ROWE PROFESSIONAL SERVICES CO	SURVEY/DESIGN/BID PREP/TABLTN/SEWER LINE	2,760.00
05/03/2012	36080	ROWE PROFESSIONAL SERVICES CO	DESIGN AND CONST PLANS FOR MORRISH RD BR	4,571.25
05/03/2012	36081	RWS OF MID MICHIGAN	GARBAGE/RECYCLING/YARD WASTE FY12 STREET SWEEPINGS	19,949.44 348.57
				20,298.01
05/03/2012	36082	SELF SERVE LUMBER CO.	2X6X6 TREATED LUMBER (2)	7.94
05/03/2012	36083	SHERWIN WILLIAMS	PAINT/CLERKS OFFICE PAINT/PAINT SUPPLIES PUB SAFETY BLDG	90.18 111.35
				201.53
05/03/2012	36084	STATE OF MICHIGAN	TRAINING OFC SZMANSKY HOMELAND SEC 2012	350.00
05/03/2012	36085	SWARTZ CREEK ESTATES	REFUND 143 ASHLEY BAL PAID	96.27
05/03/2012	36086	THOMAS SVRCEK	ELMS PARK WORK DAY SUPPLIES	87.84
05/03/2012	36087	VALLEY PETROLEUM	4/16-4/30/12 FUEL USAGE - DPW	597.47
05/03/2012	36088	VALLEY PETROLEUM	4/16-4/30/12 FUEL USAGE - POLICE	1,017.24
05/10/2012	36089	ADAM H ZETTEL	CONSULTING SERVICES	796.25
05/10/2012	36090	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV. MATS, SUPPLIES	80.09 27.63
				107.72
05/10/2012	36091	BETTY SHANNON	PER CONTRACT REIMB APRIL-MAY 2012	150.00
05/10/2012	36092	BS & A SOFTWARE	5/1/12-5/1/13 ANNUAL MAINT COMPL TRACK 5/1/12-5/1/13 ANNUAL MAINT ACCTS PAYABLE 5/1/12-5/1/13 ANNUAL MAINT CASH RECEIPTS 5/1/12-5/1/13 ANNUAL MAINT GEN LEDGER 5/1/12-5/1/13 ANNUAL MAINT PURCH ORDER 5/1/12-5/1/13 ANNUAL MAINT PAYROLL 5/1/12-5/1/13 ANNUAL MAINT UB 5/1/12-5/1/13 ANNUAL MAINT DELQ PERS PRO	590.00 570.00 570.00 670.00 570.00 770.00 910.00 215.00
				4,865.00
05/10/2012	36093	CONSUMERS ENERGY	4/1-4/30/12 4524 MORRISH RD	46.73
05/10/2012	36094	CONSUMERS ENERGY	4/1-4/30/12 ELMS PARKING LOT	31.37
05/10/2012	36095	CONSUMERS ENERGY	4/1-4/30/12 STREET LIGHTS	10,740.44
05/10/2012	36096	CONSUMERS ENERGY	4/1-4/30/12 SIRENS	28.22
05/10/2012	36097	CONSUMERS ENERGY	4/1-4/30/12 TRAFFIC LIGHTS	405.65
05/10/2012	36098	CONSUMERS ENERGY	4/5-5/3/12 A 5257 WINSHALL DR	17.20
05/10/2012	36099	CONSUMERS ENERGY	4/5-5/3/12 A 5361 WINSHALL DR	17.20
05/10/2012	36100	CONSUMERS ENERGY	4/5-5/3/12 A WINSHALL RESTROOMS	18.31
05/10/2012	36101	CONSUMERS ENERGY	4/6-5/3/12 E 8011 MILLER RD	17.20
05/10/2012	36102	CONSUMERS ENERGY	4/5-5/3/12 E 8059 FORTINO DR	26.42
05/10/2012	36103	CONSUMERS ENERGY	4/5-5/3/12 E 8095 CIVIC	739.01
05/10/2012	36104	CONSUMERS ENERGY	4/5-5/3/12 E 8301 CAPPY LN	527.80
05/10/2012	36105	CONSUMERS ENERGY	4/6-5/3/12 E 8499 MILLER RD	18.64
05/10/2012	36106	CONSUMERS ENERGY	4/5-5/3/12 A 9099 MILLER RD	29.10
05/10/2012	36107	CONTRACTORS PIPE AND SUPPLY COR	FAUCET VALVE FAUCET VALVE	55.14 55.14
				110.28
05/10/2012	36108	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
05/10/2012	36109	GENESEE CTY DRAIN COMMISSIONER	MISS DIG NOV 2011-APRIL 2012	73.00
05/10/2012	36110	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND COM	300.00
05/10/2012	36111	MIRACLE RECREATION EQUIPMENT CO	SWING/TOT SEAT/TIRE PLAYSCAPE	589.00
05/10/2012	36112	RON SCHULTZ	REPAIR LIGHT IN CLERKS OFFICE	33.00
05/10/2012	36113	ROYALTY SERVICES INC	MOW & TRIM 4/2/12 CITY PROPERTIES	815.00

			MOW & TRIM 4/9/12 CITY PROPERTIES	815.00
			MOW & TRIM 4/16/12 CITY PROPERTIES	815.00
			MOW & TRIM 4/23/12 CITY PROPERTIES	815.00
			MOW & TRIM 4/30/12 CITY PROPERTIES	815.00
				4,075.00
05/10/2012	36114	SELF SERVE LUMBER CO.	TREATED LUMBER	25.94
05/10/2012	36115	SIMEN FIGURA & PARKER PLC	APRIL 2012 GEN'L/TRAFFIC/ORDIN	1,871.75
05/10/2012	36116	SWARTZ CREEK GFWC	DDA PORTION OF FLOWERS FOR DOWNTOWN	400.00
05/10/2012	36117	UNUM LIFE INSURANCE	APRIL 2012 LIFE INS SHANNON/SNELL	15.74
			MAY 2012 LIFE INS SHANNON/SNELL	15.74
			APRIL-MAY 2012 LIFE INS ADJUSTMENTS	52.00
			APRIL-MAY 2012 DISABILITY ADJ	313.30
				396.78
05/10/2012	36118	VIEW NEWSPAPER GROUP	PUB HEARING/BUDGET 4/26/12	42.30
05/10/2012	36119	WALDORF AND SONS INC	REPAIR TOILET LEAK/ELMS PARK	135.00
05/17/2012	36120	AMERAPLAN INC	HEALTH PLAN FOR JUNE 2012	254.25
05/17/2012	36121	AMERICAN MESSAGING	5/15-6/14/12 8108332563 & 8108331159	24.09
05/17/2012	36122	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	76.41
			MATS, SUPPLIES	27.63
			UNIFORMS, MATS, SUPPLIES, ENV.	76.41
			MATS, SUPPLIES	27.63
				208.08
05/17/2012	36123	BLUE CARE NETWORK-EAST MI	JUNE 2012 RETIREE MED INS KELLY	460.05
			JUNE 2012 RETIREE MED INS PETRUCHA	1,068.11
			JUNE 2012 RETIREE MED INS TYLER	460.05
			JUNE 2012 RETIREE MED INS SHANNON	460.05
			JUNE 2012 CLAIM TAX ASSESSMENT	153.46
				2,601.72
05/17/2012	36124	C & H CONSTRUCTION CO INC	CLEANUP TREES FROM STORM	977.25
05/17/2012	36125	CONSUMERS ENERGY	4/5-5/3/12 E 5121 MORRISH RD	413.20
05/17/2012	36126	CONSUMERS ENERGY	4/5-5/3/12 E 8083 CIVIC DR	717.85
05/17/2012	36127	CONSUMERS ENERGY	4/5-5/3/12 E 8100 CIVIC DR	954.66
05/17/2012	36128	CONSUMERS ENERGY	4/10-5/8/12 A 4125 ELMS RD PAVILION	18.92
05/17/2012	36129	CONSUMERS ENERGY	4/10-5/7/12 6425 MILLER RD PARK & RIDE	53.91
05/17/2012	36130	DELTA DENTAL PLAN	JUNE 2012 DENTAL - RETIREES (4)/EST TAX	285.57
05/17/2012	36131	GCGC	JUNE MTG AGUILAR/KORTH	30.00
05/17/2012	36132	GEN CTY ROAD COMMISSION	APRIL 2012 S-MTCE & OPERATIONS	310.91
05/17/2012	36133	IVAN SMITH LIBRARIAN	CARPET TAPE	9.44
05/17/2012	36134	MICHAEL R SHUMAKER	DEC 11-MAY 12 RETIREE HEALTH CARE REIMB	1,409.00
05/17/2012	36135	MY-CAN LLC	2 PORTAJON RENTALS ELMS/WINSHALL PARKS	280.00
05/17/2012	36136	NEXTEL COMMUNICATIONS	APRIL 2012 MONTHLY BILL	454.50
05/17/2012	36137	PITNEY BOWES INC.	RENTAL CHARGES 2/28-5/30/12	150.00
05/17/2012	36138	PROGRESSIVE AE	ENGINEERING SERVICES FOR SIGNAL WORK MOF	942.50
05/17/2012	36139	ROWE PROFESSIONAL SERVICES CO	WATER RELIABILITY STUDY	306.25
05/17/2012	36140	ROYALTY SERVICES INC	18 YARDS TOPSOIL	305.00
05/17/2012	36141	SCHAEFER'S OFFICE SOURCE	PAPER TOWELS & GARBAGE LINERS	352.33
			OFFICE SUPPLIES	124.13
				476.46
05/17/2012	36142	SELF SERVE LUMBER CO.	TREATED LUMBER/ELMS PARK	59.85
05/17/2012	36143	SHARON MEADE	CANCEL ELMS PARK RESERVATION 6/9/12	50.00
05/17/2012	36144	UNUM LIFE INSURANCE	JUNE 2012 LIFE INS SHANNON/SNELL	15.74
			JUNE 2012 ADJUSTMENTS	51.66
				67.40
05/17/2012	36145	VALLEY PETROLEUM	5/1-5/15/12 FUEL USAGE - POLICE	1,088.11

05/17/2012	36146	VALLEY PETROLEUM	5/1-5/15-12 FUEL USAGE - DPW	877.65
05/17/2012	36147	VERMEER OF MICHIGAN	BLADE SHARPENING/SHIPPING	44.96
05/25/2012	36148	ACE ASPHALT & PAVING CO INC	COLD PATCH	846.72
05/25/2012	36149	ACE OUTDOOR SERVICES LLC	MOW 4056 ELMS	35.00
			MOW 6289 BRISTOL	35.00
			MOW 5276 SEYMOUR	35.00
			MOW 5017 THIRD	35.00
			MOW 5019 HAYES	35.00
				175.00
05/25/2012	36150	ALLIE BROTHERS INC	SHIRTS, PANTS, UNIFORMS	223.53
			NAME TAGS (KIRBY & WILLIAMS)	25.90
				249.43
05/25/2012	36151	BRADYS BUSINESS SYSTEMS	COPY MACH MAINT AGREEMENT	58.56
05/25/2012	36152	BURTON IMAGING & GRAPHICS	MOVIE NIGHT FLYERS	337.50
05/25/2012	36153	CITY OF SWARTZ CREEK	ALTER UNIF, TRAIN, PENS, KEYS	87.54
05/25/2012	36154	COMCAST BUSINESS	5/26/12-6/25/12 CITY HALL	275.80
05/25/2012	36155	DENNIS MITCHELL	CHIPPING 5/8/12	1,040.00
			TREE REMOVAL BRISTOL RD	500.00
				1,540.00
05/25/2012	36156	ELITE BUSINESS PRODUCTS	OFFICE SUPPLIES	50.62
05/25/2012	36157	GEN CNTY ASSOC CHIEFS POLICE	MEMBERSHIP DUES	50.00
05/25/2012	36158	GEN CTY DRAIN COMMISION	BULK TREATMENT FEES BULK WATER	63,431.79
			SEWER JAN-MARCH 2012	127,590.27
				191,022.06
05/25/2012	36159	GEN CTY DRAIN COMMISION	WATER CCIF	1,000.00
05/25/2012	36160	LETAVIS ENTERPRISES INC.	49 VEH WASHES @6.75 EA MAR/APR 2012	330.75
05/25/2012	36161	MICHIGAN METER TECHNOLOGY GRP.	12" METER FOR MEIJER MAIN STORE	2,055.00
05/25/2012	36162	PROGRESSIVE AE	ENGINEERING SERVICES FOR SIGNAL WORK MOF	7,936.25
05/25/2012	36163	SCHAEFER'S OFFICE SOURCE	BATH TISSUE/GARBAGE LINERS	254.00
05/25/2012	36164	SHERWIN WILLIAMS	STAIN, PAINT, SUPPLIES, ELMS PARK	1,509.34
05/25/2012	36165	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	560.00
05/25/2012	36166	SWARTZ CREEK AREA FIRE DEPT.	APRIL 2012	1,720.04
05/25/2012	36167	SWARTZ CREEK ELEVATOR	KILZ ALL	69.99
05/25/2012	36168	VILLAGE CLEANERS	UNIFORM CLEANING	127.00
05/31/2012	36169	ACE OUTDOOR SERVICES LLC	MOW 5051 WINSTON 5/25/12	35.00
05/31/2012	36170	ACE OUTDOOR SERVICES LLC	MASON SAND	63.00
05/31/2012	36171	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	89.84
			MATS, SUPPLIES	27.63
				117.47
05/31/2012	36172	C & M WIRE ROPE & SUPPLY CO	3/8" S HOOKS (10)	21.00
05/31/2012	36173	COMCAST BUSINESS	6/1-6/30/12 PUBLIC SAFETY BUILDING	142.38
05/31/2012	36174	DELTA VISION	JUNE 2012 VISION - RETIREES (4)	22.24
05/31/2012	36175	LANDMARK APPRAISAL CO	ASSESSOR SERVICES NOV 1, 2011-OCT 31, 20	2,233.33
05/31/2012	36176	MI MUNICIPAL WORKERS COMP FUND	FY13 WORKERS COMP FUND INSURANCE	19,613.00
05/31/2012	36177	MICHIGAN PIPE AND VALVE	SINGLE BAND REPAIR CLAMP	588.96
			CLAMPS/WATER METER PARTS	2,091.92
				2,680.88
05/31/2012	36178	PLAY ENVIRONMENTS INC.	GROUND SURFACE MATERIAL	2,150.00
05/31/2012	36179	PURCHASE POWER	POSTAGE/REFILL TRANS FEE	1,519.99
05/31/2012	36180	ROWE PROFESSIONAL SERVICES CO	CONST OBSERVATION WTR & SWR MEIJER	638.00
05/31/2012	36181	ROWE PROFESSIONAL SERVICES CO	CONST OBSERVATION WATERMAIN	3,838.50
05/31/2012	36182	ROWE PROFESSIONAL SERVICES CO	HIGH SCHL RVW/LEGAL DESC HERTG SPRNGBRK	580.00
05/31/2012	36183	ROWE PROFESSIONAL SERVICES CO	DESIGN AND CONST PLANS FOR MORRISH RD BR	2,898.75

05/31/2012	36184	ROWE PROFESSIONAL SERVICES CO	WATER RELIABILITY STUDY	3,812.75
05/31/2012	36185	ROYALTY SERVICES INC	MOW CITY PROPERTIES 5/21/12	815.00
05/31/2012	36186	SHERWIN WILLIAMS	STAIN FOR ELMS PARK PLAYSCAPE	909.70
05/31/2012	36187	SUBURBAN AUTO SUPPLY	OIL FILTER/AIR FILTER/FUEL FILTER	73.12
			HEX CAP SCREW (8)	2.16
				75.28

Total of 129 Disbursements: 398,560.15



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

-DIVISION OF-
WATER & WASTE SERVICES

JEFFREY WRIGHT
COMMISSIONER

G-4610 BEECHER ROAD • FLINT, MICHIGAN 48532-2617

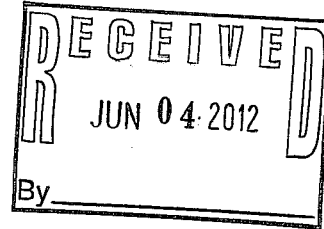
PHONE (810) 732-7870 • FAX (810) 732-9773

May 31, 2012

To: The Governing Bodies of each of the
Communities Served by the
Genesee County Water Supply System

Attention: Clerk

Re: Notice of Rates to be Charged for
Water Supply for all Bills Rendered
On and After September 2, 2012



Dear Ladies and Gentlemen:

The Council members of the City of Detroit have approved the water rates as proposed by DWSD for the 2012/2013 year. Their rates will take effect on all water used on and after July 1, 2012.

The County Agency has received and reviewed these rates and is recommending an increase of 22¢ per one hundred cubic feet of water used. We have enclosed the updated rate sheet for your convenience. Please note: The rate sheet now includes Section I.A. Indirect Rates for limited wholesale customers.

The rate will become effective on all water bills issued by the County Agency after September 2, 2012. Those bills prepared before and issued on September 1 will not include the new rate. Wholesale customers' first bill would be September 10 and retail customers on October 1, 2012.

For the average homeowner, this will be a \$2.00 per month rate increase. On April 11, 2012, the Water Subcommittee members met and recommended the proposed rate to be considered by the Advisory Committee. The Advisory Committee approved the rate increase at their meeting of May 16, 2012.

Once the rate increase is approved by each local community, our retail customers need to give us 20 day notice of rate change. If you would like your rate change to be effective October 1, we need notification by September 10. If, for example, your ordinance requires 90 day notice for rates, you must begin the process in June. As always, our office is available to assist you in adjusting your water rates to cover the increase.

Should you have any questions or need further comments, do not hesitate to contact this office.

Sincerely,

John F. O'Brien, P.E., Director
Division of Water and Waste Services



GENESEE COUNTY WATER SUPPLY SYSTEM
 RATES FOR SERVICE FOR WATER BILLS RENDERED
 ON AND AFTER SEPTEMBER 2, 2012

The rates to be charged for water furnished by the System shall be as hereinafter set forth. Water to be furnished by the System shall be measured by a meter or equivalent meters, installed and controlled by the County. Charges for water service will be made for water furnished based upon monthly, bimonthly, and quarterly billings as set forth herein.

I. RATES BASED ON SUMMATION OF INDIVIDUAL METER READINGS (MONTHLY CHARGES)

<u>Meter Size - Inches</u>	<u>Readiness to Serve Charge</u>	<u>Irrigation Meters</u>
5/8	\$ 13.38	\$13.38
3/4	\$ 20.07	¾ or larger \$20.07
1	\$ 33.45	
1-1/2	\$ 66.90	
2	\$ 107.04	
3	\$ 200.70	
4	\$ 334.50	
6	\$ 669.00	
8	\$ 1,070.40	
10	\$ 1,605.60	
12	\$ 2,876.70	

(Irrigation meters are an automatic charge May 1 through October 31 or any quarter that usage is recorded) Rate becomes effective on date signed.

I. A. INDIRECT RATES

<u>Meter Size - Inches</u>	<u>Multi</u>	<u>RTS for WWS</u>	<u>Irrigation Meter</u>
5/8	1	\$ 12.32	\$12.32
3/4	1.5	\$ 18.48	¾ or larger \$18.48
1	2.5	\$ 30.80	
1-1/2	5	\$ 61.60	
2	8	\$ 98.56	
3	15	\$ 184.80	
4	25	\$ 308.00	
6	50	\$ 616.00	
8	80	\$ 985.60	

II. RATES BASED ON MASTER METER READINGS

A. MONTHLY

<u>Equivalent Meters</u>	<u>Readiness to Serve Charge @ \$131.83 / eq. meter</u>
25	\$ 3,295.75
50	\$ 6,591.50
80	\$ 10,546.40
120	\$ 15,819.60
165	\$ 21,751.95
215	\$ 28,343.45
320	\$ 42,185.60

The number of equivalent meters is based on the peak monthly flow from the prior calendar year. An equivalent meter size will be determined based on the peak monthly flow being 75% of the meter capacity. The meter capacity and number of capacity equivalent meters will be based on current AWWA standards. The meter size and number of equivalent meters will be based on standard meter sizes, with a minimum of 25 equivalent meters.

III. COMMODITY CHARGES (applies to both Individual and Master Meters):

The total commodity charge is \$3.18 per 100 cubic feet. This sum is the total of \$0.85 per 100 cu.ft. plus the DWSD commodity charge, which is charged to the City of Flint and City of Flint mark-up - currently estimated at \$2.33 per 100 cu. ft.

IV. QUARTERLY RATES (applies to Individual Meters):

Multiply readiness to serve charge by three.

V. WATER STATION RATES

The commodity charge for watering is \$3.95 per 100 cubic feet (0.25 per 54 gallons). No Readiness to Serve charge. Accounts shall be billed monthly.

GENESEE COUNTY WATER SUPPLY SYSTEM
RATES FOR SERVICE FOR WATER BILLS RENDERED
ON AND AFTER SEPTEMBER 2, 2012

VI. HYDRANT METER RATES

The commodity charge is \$3.95 per 100 cubic feet. No Readiness to Serve charge. Accounts shall be billed within 30 days of use.

VII. COUNTY CAPITAL IMPROVEMENT FEE

The County will charge a Capital Improvement Fee of \$1,000 per unit based upon the Residential Equivalent Units prior to the issuance of a Water Permit (B-Permit). The County Agency shall collect the fee.

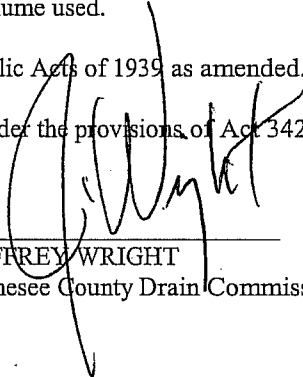
VIII. CITY OF FLINT FRANCHISE RATES

The County will add \$1.00 per month to the amount the City of Flint bills the franchise customers for each ⁵/₈-inch meter equivalence plus \$0.10 per each 100 cubic feet of volume used.

The rates are established pursuant to Act 342 Michigan Public Acts of 1939 as amended.

Jeffrey Wright, Drain Commissioner, as County Agency under the provisions of Act 342, Michigan Public Acts of 1939, as amended.

Dated: 5/29/12



JEFFREY WRIGHT
Genesee County Drain Commissioner, the County Agency

EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 06/30/2012
As of 6-7-2012
for Budget Admendments

GL NUMBER	DESCRIPTION	2011-12 AMENDED BUDGET	END BALANCE 06/07/2012 UNDER (OVER)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 101 - General Fund						
Total Dept 101.000-Council		16,684.00	13,625.95	0.00	3,058.05	81.67
Total Dept 172.000-Executive		75,900.00	51,035.60	7,800.00	17,064.40	77.52
Total Dept 201.000-Finance,Budgeting,Accounting		48,657.00	43,943.69	0.00	4,713.31	90.31
Total Dept 215.000-Aministration and Clerk		10,520.00	9,437.46	0.00	1,082.54	89.71
Total Dept 228.000-Information Technology		8,250.00	6,722.78	0.00	1,527.22	81.49
Total Dept 247.000-Board of Review		2,696.00	2,189.24	0.00	506.76	81.20
Total Dept 253.000-Treasurer		55,387.00	46,116.72	0.00	9,270.28	83.26
Total Dept 257.000-Assessor		38,695.03	29,796.30	11,166.69	(2,267.96)	105.86
Total Dept 262.000-Elections		27,093.00	23,481.02	0.00	3,611.98	86.67
Total Dept 266.000-Legal Council		50,000.00	29,698.50	0.00	20,301.50	59.40
	General Government	333,882.03	256,047.26	18,966.69	58,868.08	
Total Dept 301.000-Police Dept		635,903.00	595,705.50	0.00	40,197.50	93.68
Total Dept 302.000-Public Safety - Track		29,117.00	28,439.27	0.00	677.73	97.67
Total Dept 303.000-Public Safety - Schools		112,013.00	66,591.22	0.00	45,421.78	59.45
Total Dept 304.000-Canine Program		17,417.00	13,612.23	0.00	3,804.77	78.15
Total Dept 336.000-Fire Department		135,545.00	117,139.03	0.00	18,405.97	86.42
Total Dept 346.000-Public Safety Ambulance Servic		0.00	0.00	0.00	0.00	0.00
	Public Safety	929,995.00	821,487.25	0.00	108,507.75	
Total Dept 410.000-Building & Zoning & Planning		43,000.00	36,200.78	0.00	6,799.22	84.19
Total Dept 410.004-First Baptist Addition		0.00	0.00	0.00	0.00	0.00
Total Dept 410.005-Marathon Redevelopment		0.00	1,260.80	0.00	(1,260.80)	100.00
Total Dept 410.007-Springbrook East		0.00	0.00	0.00	0.00	0.00
Total Dept 410.008-United Methodist Church Expans		0.00	0.00	0.00	0.00	0.00
Total Dept 410.009-Financial Plus Credit Union		0.00	0.00	0.00	0.00	0.00
Total Dept 410.010-Final Four Sports		0.00	0.00	0.00	0.00	0.00
Total Dept 410.011-Heritage Phase II and higher		0.00	0.00	0.00	0.00	0.00
Total Dept 410.012-Miller Park Center Plaza		0.00	0.00	0.00	0.00	0.00
Total Dept 410.014-Tim Horton's on Miller Road		0.00	0.00	0.00	0.00	0.00
Total Dept 410.015-9279 Miller Rd Project		0.00	0.00	0.00	0.00	0.00
Total Dept 410.016-Morrish Rd Property-Meijers		0.00	638.00	0.00	(638.00)	100.00
Total Dept 410.017-Mass Transportation Authority		0.00	0.00	0.00	0.00	0.00
Total Dept 410.018-ITT Parking Lot		0.00	0.00	0.00	0.00	0.00
Total Dept 410.019-Assisted Living Project		0.00	0.00	0.00	0.00	0.00
Total Dept 410.020-Senior Center Expansion		0.00	0.00	0.00	0.00	0.00
Total Dept 410.021-Syring Elementary Administrative Review		0.00	0.00	0.00	0.00	0.00

GL NUMBER	DESCRIPTION	2011-12	END BALANCE			
		AMENDED BUDGET	06/07/2012 UNDER (OVER)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Total Dept 410.500-Re-write Zoning Code		0.00	0.00	0.00	0.00	0.00
Total Dept 410.501-Overhead Utility Review		0.00	0.00	0.00	0.00	0.00
Total Dept 448.000-Lighting		132,000.00	108,069.63	0.00	23,930.37	81.87
Total Dept 448.001-Decorative Street Lighting		29,129.00	0.00	29,129.00	0.00	100.00
Total Dept 450.000-Forestry Program		0.00	0.00	0.00	0.00	0.00
Total Dept 451.000-Construction		6,000.00	5,600.33	0.00	399.67	93.34
Total Dept 463.503-Local Streets Rehab		0.00	0.00	0.00	0.00	0.00
Total Dept 536.200-Infrastructure Study		0.00	0.00	0.00	0.00	0.00
Total Dept 538.500-Intercommunity storm drains		0.00	0.00	0.00	0.00	0.00
Total Dept 780.000-Parks & Recreation		5,900.00	776.25	5,123.75	0.00	100.00
Total Dept 781.000-Facilities - Pajtas Amphitheat		494.00	506.03	0.00	(12.03)	102.44
Total Dept 782.000-Facilities - Winshall Park		15,992.00	11,176.73	0.00	4,815.27	69.89
Total Dept 783.000-Facilities - Elms Rd Park		34,152.00	28,909.11	0.00	5,242.89	84.65
Total Dept 784.000-Facilities - Bicentennial Park		1,622.00	782.92	0.00	839.08	48.27
Total Dept 786.000-Non-Motorized Trailway		0.00	0.00	0.00	0.00	0.00
Total Dept 787.000-Veterans Memorial Park		4,937.00	2,539.39	0.00	2,397.61	51.44
Total Dept 790.000-Facilities-Senior Center/Libr		40,598.00	32,691.65	0.00	7,906.35	80.53
Total Dept 790.009-2011 CDBG Senior Center Operations		6,066.00	0.00	0.00	6,066.00	0.00
Total Dept 792.000-Facilities-Public Safety Bldg		30,445.00	28,217.87	0.00	2,227.13	92.68
Total Dept 792.001-Safety Bldg Project Repairs		0.00	8,420.95	0.00	(8,420.95)	100.00
Total Dept 793.000-Facilities - New City Hall		11,229.50	9,585.90	0.00	1,643.60	85.36
Total Dept 794.000-Community Promotions Program		19,718.00	15,603.49	0.00	4,114.51	79.13
Total Dept 796.000-Facilities - Cemetary		2,122.00	878.27	0.00	1,243.73	41.39
Total Dept 797.000-Facilities - City Parking Lots		2,333.00	1,916.10	0.00	416.90	82.13
	DPW	385,737.50	293,774.20	34,252.75	57,710.55	
Total Dept 850.000-Other Functions		0.00	0.00	0.00	0.00	0.00
Total Dept 851.000-Retired Employee Health Care		46,232.00	32,743.37	0.00	13,488.63	70.82
Total Dept 852.000-Insurance Claims Assessmernt (Tax)		1,035.00	1,032.82	0.00	2.18	99.79
Total Dept 965.000-Transfers Out		245,685.30	245,685.30	0.00	0.00	100.00
	Other	292,952.30	279,461.49	0.00	13,490.81	
TOTAL EXPENDITURES		1,942,566.83	1,650,770.20	53,219.44	238,577.19	84.98
Fund 202 - Major Street Fund						
Total Dept 228.000-Information Technology		250.00	0.00	0.00	250.00	0.00
	General Government	250.00	0.00	0.00	250.00	
Total Dept 410.016-Morrish Rd Property-Meijers		0.00	0.00	0.00	0.00	0.00
Total Dept 429.000-Occupational Safety		250.00	247.44	0.00	2.56	98.98
Total Dept 440.002-ITT Entrance		0.00	0.00	0.00	0.00	0.00
Total Dept 441.000-Miller Rd Park & Ride		3,341.00	1,675.90	0.00	1,665.10	50.16

GL NUMBER	DESCRIPTION	2011-12	END BALANCE			% BGD USED
		AMENDED BUDGET	06/07/2012 UNDER (OVER)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	
Total Dept 449.500-Right of Way - General		4,000.00	3,379.34	0.00	620.66	84.48
Total Dept 449.501-Right of Way - Storms		5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 451.100-Elms Bridge Reconstruction		0.00	1,003.58	0.00	(1,003.58)	100.00
Total Dept 451.102-Morrish Rd Bridge Reconstruction		29,787.00	11,643.51	18,143.49	0.00	100.00
Total Dept 451.300-Elms Rd (I-69 to N City Limits)		0.00	0.00	0.00	0.00	0.00
Total Dept 453.100-Miller Rd - Elms to Tallmadge		0.00	0.00	0.00	0.00	0.00
Total Dept 453.101-Miller/Elms Intersection E to Tallmadge		174,838.00	190,387.74	0.00	(15,549.74)	108.89
Total Dept 463.000-Routine Maint - Streets		39,209.00	21,701.20	0.00	17,507.80	55.35
Total Dept 463.100-Bristol Rd Reconstruction TIP		0.00	0.00	0.00	0.00	0.00
Total Dept 463.101-Bristol Rd-Miller to 600' West		0.00	0.00	0.00	0.00	0.00
Total Dept 463.200-Seymour Rd (Miller to N Hill)		0.00	0.00	0.00	0.00	0.00
Total Dept 463.300-Morrish Rd -Bristol to Raceway		0.00	0.00	0.00	0.00	0.00
Total Dept 463.301-Morrish Rd - South		0.00	0.00	0.00	0.00	0.00
Total Dept 463.302-Morrish/Bristol Intersection		0.00	0.00	0.00	0.00	0.00
Total Dept 463.303-Morrish Rd & I-69 WB Intersection		32,540.00	8,878.75	20,703.25	2,958.00	90.91
Total Dept 463.401-Oakview Dr-Durwood to Greeleaf		0.00	0.00	0.00	0.00	0.00
Total Dept 463.402-Oakview Dr-Greenleaf to Seymou		0.00	0.00	0.00	0.00	0.00
Total Dept 463.602-Worcester Dr-Cappy to Winston		0.00	0.00	0.00	0.00	0.00
Total Dept 473.000-Routine Maint - Bridges		1,179.00	0.00	0.00	1,179.00	0.00
Total Dept 474.000-Traffic Services		20,491.00	15,881.61	0.00	4,609.39	77.51
Total Dept 474.100-Miller / Elms Intersection		0.00	0.00	0.00	0.00	0.00
Total Dept 474.105-Miller/Elms Roundabout		0.00	0.00	0.00	0.00	0.00
Total Dept 474.200-Miller/Fairchild Intersection		348.00	347.03	0.00	0.97	99.72
Total Dept 478.000-Snow & Ice Removal		42,716.00	20,824.44	0.00	21,891.56	48.75
Total Dept 482.000-Administrative		2,004.00	1,934.35	0.00	69.65	96.52
Total Dept 538.500-Intercommunity storm drains		7,575.00	7,574.08	0.00	0.92	99.99
Total Dept 786.000-Non-Motorized Trailway		0.00	0.00	0.00	0.00	0.00
Total Dept 786.100-TEA Grant Non-Motorized Trailw		0.00	0.00	0.00	0.00	0.00
Total Dept 786.300-TIP Grant for Non-Motorized Tr		0.00	0.00	0.00	0.00	0.00
	DPW	363,278.00	285,478.97	38,846.74	38,952.29	
Total Dept 965.000-Transfers Out		15,300.00	0.00	0.00	15,300.00	0.00
	Other	15,300.00	0.00	0.00	15,300.00	
TOTAL EXPENDITURES		378,828.00	285,478.97	38,846.74	54,502.29	75.36
Fund 203 - Local Street Fund						
Total Dept 228.000-Information Technology		750.00	0.00	0.00	750.00	0.00
	General Government	750.00	0.00	0.00	750.00	
Total Dept 429.000-Occupational Safety		203.00	199.60	0.00	3.40	98.33
Total Dept 448.000-Lighting		0.00	0.00	0.00	0.00	0.00

GL NUMBER	DESCRIPTION	2011-12	END BALANCE			
		AMENDED BUDGET	06/07/2012 UNDER (OVER)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Total Dept 449.000-Right of Way Telecomm		2,000.00	400.00	0.00	1,600.00	20.00
Total Dept 449.500-Right of Way - General		4,836.00	4,835.74	0.00	0.26	99.99
Total Dept 449.501-Right of Way - Storms		6,611.00	6,611.00	0.00	0.00	100.00
Total Dept 451.000-Construction		0.00	0.00	0.00	0.00	0.00
Total Dept 451.101-Raubinger Rd Bridge Replacemen		0.00	0.00	0.00	0.00	0.00
Total Dept 463.000-Routine Maint - Streets		38,012.00	25,420.05	0.00	12,591.95	66.87
Total Dept 463.503-Local Streets Rehab		0.00	52,437.00	0.00	(52,437.00)	100.00
Total Dept 474.000-Traffic Services		4,318.00	3,446.24	0.00	871.76	79.81
Total Dept 478.000-Snow & Ice Removal		33,720.00	19,163.66	0.00	14,556.34	56.83
Total Dept 482.000-Administrative		2,354.00	1,924.64	0.00	429.36	81.76
Total Dept 538.500-Intercommunity storm drains		7,575.00	7,574.08	0.00	0.92	99.99
	DPW	99,629.00	122,012.01	0.00	(22,383.01)	
TOTAL EXPENDITURES		100,379.00	122,012.01	0.00	(21,633.01)	121.55
Fund 226 - Garbage Fund						
Total Dept 101.000-Council		8,490.00	6,529.13	0.00	1,960.87	76.90
Total Dept 172.000-Executive		18,977.00	13,449.94	0.00	5,527.06	70.87
Total Dept 201.000-Finance,Budgeting,Accounting		16,995.00	14,789.99	0.00	2,205.01	87.03
Total Dept 215.000-Aministration and Clerk		6,711.00	5,409.50	0.00	1,301.50	80.61
Total Dept 228.000-Information Technology		4,000.00	3,076.50	0.00	923.50	76.91
Total Dept 253.000-Treasurer		7,055.00	5,954.17	0.00	1,100.83	84.40
Total Dept 257.000-Assessor		1,500.00	0.00	0.00	1,500.00	0.00
	General Government	63,728.00	49,209.23	0.00	14,518.77	
Total Dept 463.503-Local Streets Rehab		0.00	0.00	0.00	0.00	0.00
Total Dept 528.000-Sanitation Collection		263,962.00	217,991.64	45,564.16	406.20	99.85
Total Dept 529.000-Hazardous Waste Pickup		750.00	750.00	0.00	0.00	100.00
Total Dept 530.000-Wood Chipping		41,047.00	29,587.53	0.00	11,459.47	72.08
Total Dept 782.000-Facilities - Winshall Park		10,373.00	7,522.42	0.00	2,850.58	72.52
Total Dept 783.000-Facilities - Elms Rd Park		11,390.00	8,433.13	0.00	2,956.87	74.04
Total Dept 793.000-Facilities - New City Hall		8,813.50	7,834.40	0.00	979.10	88.89
	DPW	336,335.50	272,119.12	45,564.16	18,652.22	
Total Dept 965.000-Transfers Out		21,564.00	21,564.00	0.00	0.00	100.00
	Other	21,564.00	21,564.00	0.00	0.00	
TOTAL EXPENDITURES		421,627.50	342,892.35	45,564.16	33,170.99	81.33
Fund 248 - Downtown Development Fund						
Total Dept 173.000-DDA Administration		3,125.00	3,070.10	0.00	54.90	98.24
Total Dept 726.000-DDA Start Up		0.00	0.00	0.00	0.00	0.00

GL NUMBER	DESCRIPTION	2011-12	END BALANCE	ENCUMBERED	UNENCUMBERED	% BDGT
		AMENDED BUDGET	06/07/2012 UNDER (OVER)			
		BUDGET	(OVER)	YEAR-TO-DATE	BALANCE	USED
Total Dept 728.000-Economic Development		0.00	0.00	0.00	0.00	0.00
Total Dept 728.001-Farmers Market		0.00	0.00	0.00	0.00	0.00
Total Dept 728.002-Streetscape		500.00	400.00	0.00	100.00	80.00
Total Dept 728.003-Facade Program		0.00	0.00	0.00	0.00	0.00
Total Dept 728.004-Family Movie Night		3,400.00	1,621.50	0.00	1,778.50	47.69
	DDA	7,025.00	5,091.60	0.00	1,933.40	
TOTAL EXPENDITURES		7,025.00	5,091.60	0.00	1,933.40	72.48
Fund 265 - Drug Enforcement Fund						
Total Dept 228.000-Information Technology		0.00	0.00	0.00	0.00	0.00
	General Government	0.00	0.00	0.00	0.00	
Total Dept 333.000-Drug Enforcement		107,946.00	101,699.97	0.00	6,246.03	94.21
	Public Safety	107,946.00	101,699.97	0.00	6,246.03	
TOTAL EXPENDITURES		107,946.00	101,699.97	0.00	6,246.03	94.21
Fund 350 - City Hall Debt Fund						
Total Dept 905.000-Debt Service		86,255.00	86,255.00	0.00	0.00	100.00
	Other	86,255.00	86,255.00	0.00	0.00	
TOTAL EXPENDITURES		86,255.00	86,255.00	0.00	0.00	100.00
Fund 401 - Capital Project Fund						
Total Dept 172.000-Executive		0.00	0.00	0.00	0.00	0.00
	General Government	0.00	0.00	0.00	0.00	
Total Dept 440.000-Public Service		0.00	0.00	0.00	0.00	0.00
Total Dept 442.000-Sidewalk Maintenance Program		0.00	0.00	0.00	0.00	0.00
Total Dept 452.000-Miller-Morrish Intersection		0.00	0.00	0.00	0.00	0.00
Total Dept 463.000-Routine Maint - Streets		270,719.00	272,462.67	0.00	(1,743.67)	100.64
Total Dept 782.000-Facilities - Winshall Park		0.00	0.00	0.00	0.00	0.00
Total Dept 783.000-Facilities - Elms Rd Park		0.00	0.00	0.00	0.00	0.00
Total Dept 785.000-Baseball Sports Complex		0.00	(400.00)	0.00	400.00	100.00
Total Dept 785.100-MDNR Trust FD Grant Land Acqui		0.00	0.00	0.00	0.00	0.00
Total Dept 785.200-MDNR Land Wtr Consv Grant Spor		0.00	0.00	0.00	0.00	0.00
Total Dept 786.000-Non-Motorized Trailway		0.00	0.00	0.00	0.00	0.00
Total Dept 786.200-MDNR Land Wtr Conv Grant Trail		0.00	0.00	0.00	0.00	0.00
Total Dept 792.000-Facilities-Public Safety Bldg		0.00	0.00	0.00	0.00	0.00
Total Dept 793.000-Facilities - New City Hall		0.00	0.00	0.00	0.00	0.00
Total Dept 797.000-Facilities - City Parking Lots		0.00	0.00	0.00	0.00	0.00

GL NUMBER	DESCRIPTION	2011-12 AMENDED BUDGET	END BALANCE 06/07/2012 UNDER (OVER)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
	DPW	270,719.00	272,062.67	0.00	(1,343.67)	
Total Dept 905.000-Debt Service		0.00	0.00	0.00	0.00	0.00
Total Dept 965.000-Transfers Out		0.00	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00	
TOTAL EXPENDITURES		270,719.00	272,062.67	0.00	(1,343.67)	100.50
Fund 402 - Fire Equip Replacement Fund						
Total Dept 336.000-Fire Department		0.00	0.00	0.00	0.00	0.00
	Public Safety	0.00	0.00	0.00	0.00	
Total Dept 965.000-Transfers Out		0.00	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00	
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 590 - Water Supply Fund						
Total Dept 101.000-Council		7,162.00	6,530.22	0.00	631.78	91.18
Total Dept 172.000-Executive		29,594.00	25,797.82	0.00	3,796.18	87.17
Total Dept 201.000-Finance,Budgeting,Accounting		27,601.00	22,732.35	0.00	4,868.65	82.36
Total Dept 215.000-Aministration and Clerk		20,185.00	17,240.50	0.00	2,944.50	85.41
Total Dept 228.000-Information Technology		4,000.00	3,539.77	0.00	460.23	88.49
Total Dept 253.000-Treasurer		36,857.00	29,937.20	0.00	6,919.80	81.23
	General Government	125,399.00	105,777.86	0.00	19,621.14	
Total Dept 440.002-ITT Entrance		0.00	0.00	0.00	0.00	0.00
Total Dept 540.000-Water System		1,279,199.00	832,681.72	6,149.00	440,368.28	65.57
Total Dept 541.000-Water New		0.00	0.00	0.00	0.00	0.00
Total Dept 542.000-Read and Bill		51,122.00	41,451.97	0.00	9,670.03	81.08
Total Dept 543.000-Winchester Park		0.00	0.00	0.00	0.00	0.00
Total Dept 793.000-Facilities - New City Hall		8,203.50	7,296.76	0.00	906.74	88.95
	DPW	1,338,524.50	881,430.45	6,149.00	450,945.05	
Total Dept 850.000-Other Functions		24,725.00	0.00	0.00	24,725.00	0.00
Total Dept 905.000-Debt Service		0.00	0.00	0.00	0.00	0.00
Total Dept 965.000-Transfers Out		21,564.00	21,564.00	0.00	0.00	100.00
	Other	46,289.00	21,564.00	0.00	24,725.00	
TOTAL EXPENDITURES		1,510,212.50	1,008,772.31	6,149.00	495,291.19	66.80
Fund 591 - Sanitary Sewer Fund						
Total Dept 101.000-Council		7,159.00	6,529.65	0.00	629.35	91.21
Total Dept 172.000-Executive		28,757.00	26,155.67	0.00	2,601.33	90.95

GL NUMBER	DESCRIPTION	2011-12	END BALANCE			
		AMENDED BUDGET	06/07/2012 UNDER (OVER)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Total Dept 201.000-Finance,Budgeting,Accounting		27,347.00	22,732.37	0.00	4,614.63	83.13
Total Dept 215.000-Aministration and Clerk		20,185.00	17,239.39	0.00	2,945.61	85.41
Total Dept 228.000-Information Technology		5,000.00	3,539.77	0.00	1,460.23	70.80
Total Dept 253.000-Treasurer		36,888.00	29,935.01	0.00	6,952.99	81.15
	General Government	125,336.00	106,131.86	0.00	19,204.14	
Total Dept 429.000-Occupational Safety		0.00	0.00	0.00	0.00	0.00
Total Dept 536.000-Sewer System		709,530.00	459,805.18	0.00	249,724.82	64.80
Total Dept 536.100-Capacity,I & I Study		0.00	0.00	0.00	0.00	0.00
Total Dept 536.400-Sewer Manhole Rehab		0.00	0.00	0.00	0.00	0.00
Total Dept 537.000-Sewer Lift Stations		25,587.00	10,776.72	0.00	14,810.28	42.12
Total Dept 538.000-Sewer - New		0.00	0.00	0.00	0.00	0.00
Total Dept 542.000-Read and Bill		49,026.00	40,509.45	0.00	8,516.55	82.63
Total Dept 543.400-Reline Existing Sewers		0.00	0.00	0.00	0.00	0.00
Total Dept 543.401-Flush & TV Sewers		9,728.78	7,854.00	1,874.78	0.00	100.00
Total Dept 543.402-Sewer Rehab - Phase 1		0.00	0.00	0.00	0.00	0.00
Total Dept 543.403-Sewer Rehab - Phase 2		86,847.00	15,024.00	68,711.35	3,111.65	96.42
Total Dept 543.404-Sewer Rehab - Phase 3		0.00	0.00	0.00	0.00	0.00
Total Dept 793.000-Facilities - New City Hall		8,216.50	7,292.04	0.00	924.46	88.75
	DPW	888,935.28	541,261.39	70,586.13	277,087.76	
Total Dept 850.000-Other Functions		20,766.00	0.00	0.00	20,766.00	0.00
Total Dept 905.000-Debt Service		57,926.00	57,818.14	0.00	107.86	99.81
Total Dept 965.000-Transfers Out		21,564.00	21,564.00	0.00	0.00	100.00
	Other	100,256.00	79,382.14	0.00	20,873.86	
TOTAL EXPENDITURES		1,114,527.28	726,775.39	70,586.13	317,165.76	65.21
Fund 661 - Motor Pool Fund						
Total Dept 172.000-Executive		15,879.00	7,927.56	0.00	7,951.44	49.92
Total Dept 201.000-Finance,Budgeting,Accounting		10,036.00	8,485.97	0.00	1,550.03	84.56
Total Dept 228.000-Information Technology		1,850.00	776.52	0.00	1,073.48	41.97
	General Government	27,765.00	17,190.05	0.00	10,574.95	
Total Dept 301.000-Police Dept		62,865.00	50,252.64	0.00	12,612.36	79.94
Total Dept 302.000-Public Safety - Track		1,500.00	1,301.22	0.00	198.78	86.75
Total Dept 303.000-Public Safety - Schools		1,500.00	500.00	0.00	1,000.00	33.33
	Public Safety	65,865.00	52,053.86	0.00	13,811.14	
Total Dept 795.000-Facilities - City Garage		61,250.00	50,323.58	0.00	10,926.42	82.16
	DPW	61,250.00	50,323.58	0.00	10,926.42	
TOTAL EXPENDITURES		154,880.00	119,567.49	0.00	35,312.51	77.20



Adam Zettel

Zoning Administrator

azettel@cityofswartzcreek.org

Date: April 28, 2012

Attention: Mr. Bueche
Subject: LCC Permit; 8013 Miller Road

Dear Mr. Bueche:

At your request, I have reviewed the application for a new Class C liquor license that was made by Mr. Montini for 8013 Miller Road. The request is for "Sunday Sales Permit (PM), new Sunday Sales Permit (AM), new Dance-Entertainment Permit and new Outdoor-Service Area" to be located at 8013 Miller Road. The request ID number is 653652.

While there are not any pronounced issues with this request for properties in the Central Business District per se, my findings indicate that permitting this request at this location would be extremely problematic and contrary to current zoning approvals. In short, the request would be adding and/or changing the primary use onsite to one that is more intense and is not currently permitted as-of-right.

Specifically, the city does not have any records indicated that this location has approval to perform outdoor services. This use has not been observed at this location for at least ten years, if ever, and such use is a special land use under the existing zoning ordinance. Outdoor sales and service are not permitted at this time.

Furthermore, the current primary use onsite is 'restaurant.' The effect of approving liquor sales onsite would effectively intensify the use to 'restaurant with liquor sales.' The Dance-Entertainment Permit could further result in a classification as a 'nightclub with liquor sales' depending on sales volume. The intensification of the primary use at this site has practical and policy implications on the need for parking. The schedule is as follows:

- Current restaurant: 14 spaces per 1000 sq ft or .5 spaces per seat. (~2125 sq. ft.)
- A restaurant with liquor sales is 20 spaces per 1000 sq ft
- A nightclub with liquor sales is 25 spaces per 1000 sq ft

April 28, 2012
LCC Application for 8013 Miller Road

As you can see, the resulting use could generate a demand for 78% more parking spaces. Because this site provides zero (0) onsite parking spaces, the pursuit of this change of use via the zoning ordinance would be extremely problematic.

Given the current circumstances and existing approvals, I recommend the city council deny the application at this time. Please do not hesitate to contact me on this matter. If you or the petitioner wishes to discuss the specifics of zoning approvals as they relate to this case, let me know.

Sincerely,



Adam H. Zettel, AICP
Zoning Administrator
City of Swartz Creek
azettel@cityofswartzcreek.org



RECEIVED
APR 02 2012

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN LIQUOR CONTROL COMMISSION
ANDREW J. DELONEY
CHAIRMAN

STEVEN H. HILFINGER
DIRECTOR

LOCAL APPROVAL NOTICE
(Authorized by MCL 436.1501(2) and MAC 1105(2)(d))

March 28, 2012

Swartz Creek City
Attn: Clerk
8083 Civic Dr.
Swartz Creek, MI 48473

Request ID #653652

Applicant: Pietro Montini is requesting a new Class C license and new SDM license with new Sunday Sales Permit(PM), new Sunday Sales Permit(AM), new Dance-Entertainment Permit and new Outdoor-Service Area to be located at 8013 Miller, Swartz Creek, MI 48473 in Swartz Creek City, Genesee County.

Local Legislative approval is required for new and transferring On-Premises licenses by MCL 436.1501 of the Michigan Liquor Control Code of 1998. Local approval is also required for Dance, Entertainment, Dance-Entertainment or Topless Activity permits by authority of MCL 436.1916.

For your convenience a resolution form is enclosed that includes a description of the licensing transaction requiring approval. The clerk should complete the resolution certifying that your decision of approval or disapproval of the application was made at an official meeting. **Please return the completed resolution to the Liquor Control Commission as soon as possible.**

**PLEASE COMPLETE ENCLOSED RESOLUTION AND RETURN
TO THE LIQUOR CONTROL COMMISSION AT ABOVE ADDRESS**

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LIQUOR CONTROL COMMISSION

RESOLUTION

At a _____ meeting of the _____
(Regular or Special) (Township Board, City or Village Council)

called to order by _____ on _____ at _____ P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request from:

Pietro Montini is requesting a new Class C license and new SDM license with new Sunday Sales Permit(PM), new Sunday Sales Permit(AM), new Dance-Entertainment Permit and new Outdoor-Service Area to be located at 8013 Miller, Swartz Creek, MI 48473 in Swartz Creek City, Genesee County.

be considered for _____ **"above all others"**
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

It is the consensus of this legislative body that the application be:

_____ for issuance
(Recommended or not Recommended)

State of Michigan _____)

County of _____)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
(Township Board, City or Village Council) (Regular or Special)

meeting held on _____
(Date)

SEAL

(Signed) _____
(Township, City or Village Clerk)

(Mailing address of Township, City or Village)

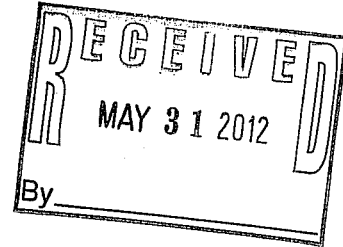


GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

-DIVISION OF-
WATER & WASTE SERVICES
G-4610 BEECHER ROAD • FLINT, MICHIGAN 48532-2617
PHONE (810) 732-7870 • FAX (810) 732-9773

JEFFREY WRIGHT
COMMISSIONER

May 29, 2012



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

Re: 2011 Flow Data

Dear Mr. Bueche:

Find enclosed your flow data reports for 2011. During this period, your community did not exceed the wet weather allowance and/or the 2.5 times your annual average flow.

Based upon the last five years of data, the Division has determined that your system is in compliance with our I & I Policy and continuous monitoring is not required. Therefore, the Division has deactivated your flow meter and this will be your last report.

Over the next five years, the Division will perform spot checks on your system.

Should you have any questions, do not hesitate to contact this office.

Sincerely,

John F. O'Brien, P.E., Director
Division of Water and Waste Services

JFO:kt

Enclosure

CC: Jeff Wright (w/o enclosures)
Tim Davidek (with enclosures)





**GENESEE COUNTY DRAIN COMMISSIONER
DIVISION OF WATER AND WASTE SERVICES
FLOW MONITORING SYSTEM**

**CITY OF SWARTZ CREEK
MONTHLY VOLUME SUMMARY**

Service Area	Category	January-11		February-11		March-11		Total Cost
		Volume (cf)	Cost	Volume (cf)	Cost	Volume (cf)	Cost	
SCC-1	Between 2x and 2.5x	-	\$ -	-	\$ -	8,303	\$ 50	\$ 50
	Between 2.5x and 3x	-	\$ -	-	\$ -	18	\$ 0	\$ 0
	Over 3x	-	\$ -	-	\$ -	-	\$ -	\$ -
	Sub-total	-	\$ -	-	\$ -	8,321	\$ 50	\$ 50
	Total # Of Flow>Allowance & 3X	-		-	\$ -	-		
	Total			\$ -		\$ -	\$ 50	\$ 50
	GRAND TOTAL							\$ 50



**GENESEE COUNTY DRAIN COMMISSIONER
DIVISION OF WATER AND WASTE SERVICES
FLOW MONITORING SYSTEM**

**CITY OF SWARTZ CREEK
MONTHLY VOLUME SUMMARY**

Service Area	Category	April-11		May-11		June-11		Total Cost
		Volume (cf)	Cost	Volume (cf)	Cost	Volume (cf)	Cost	
SCC-1	Between 2x and 2.5x	91,148	\$ 547	147,443	\$ 885	-	\$ -	\$ 1,432
	Between 2.5x and 3x	53,888	\$ 485	83,475	\$ 751	-	\$ -	\$ 1,236
	Over 3x	32,947	\$ 395	46,495	\$ 558	-	\$ -	\$ 953
	Sub-total	177,983	\$ 1,427	277,413	\$ 2,194	-	\$ -	\$ 3,621
	Total # Of Flow>Allowance & 3X	2	\$ 10,000	3	\$ 15,000	-	\$ -	
	Total		\$ 11,427		\$ 17,194		\$ -	\$ 28,621
	GRAND TOTAL							\$ 28,621



**GENESEE COUNTY DRAIN COMMISSIONER
DIVISION OF WATER AND WASTE SERVICES
FLOW MONITORING SYSTEM**

**CITY OF SWARTZ CREEK
MONTHLY VOLUME SUMMARY**

Service Area	Category	July-11		August-09		September-09		Total Cost
		Volume (cf)	Cost	Volume (cf)	Cost	Volume (cf)	Cost	
SCC-1	Between 2x and 2.5x	-	\$ -	-	\$ -	-	\$ -	\$ -
	Between 2.5x and 3x	-	\$ -	-	\$ -	-	\$ -	\$ -
	Over 3x	-	\$ -	-	\$ -	-	\$ -	\$ -
	Sub-total	-	\$ -	-	\$ -	-	\$ -	\$ -
	Total # Of Flow>Allowance & 3X	-		-		-		
	Total			\$ -		\$ -		\$ -
	GRAND TOTAL							\$ -

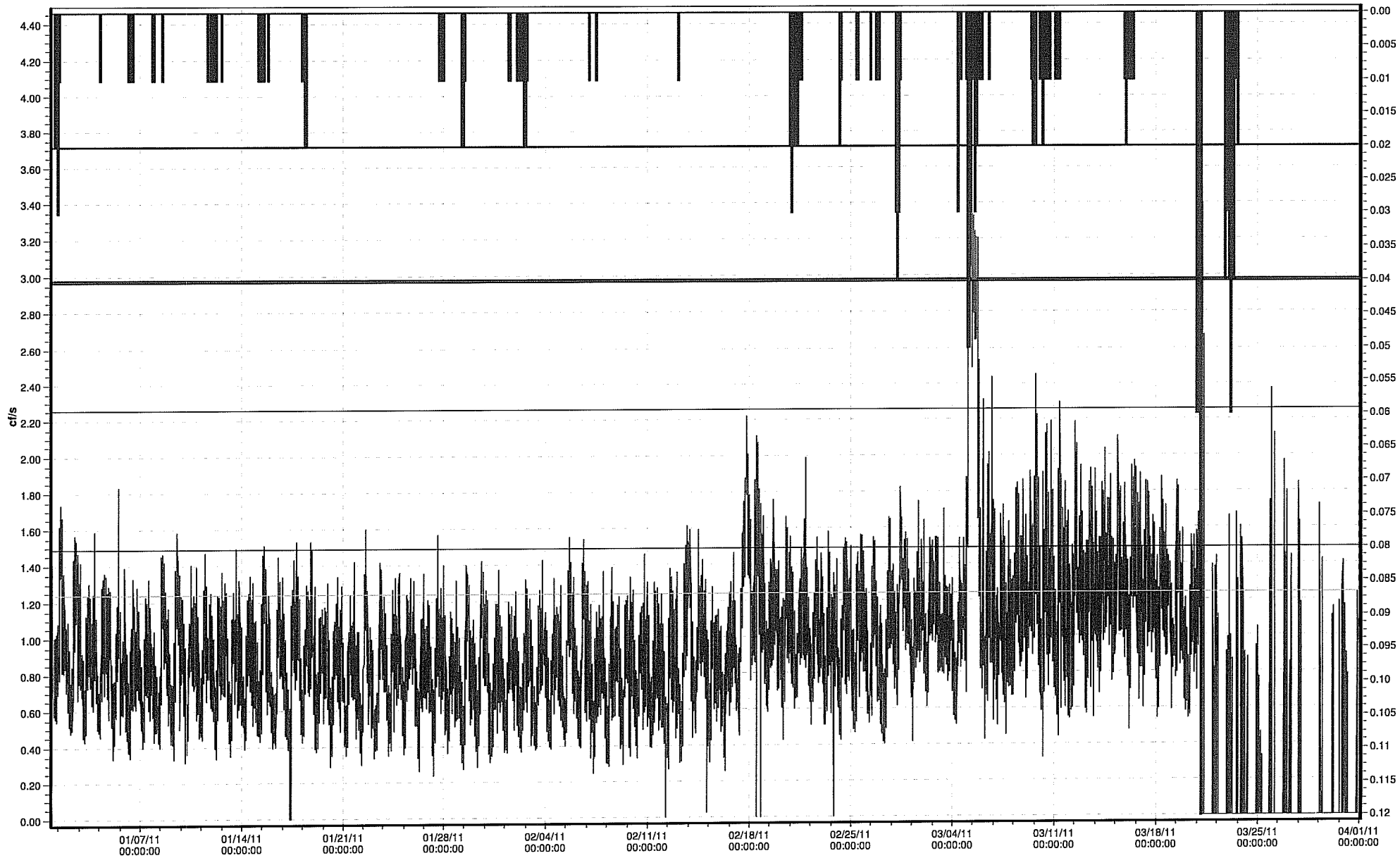
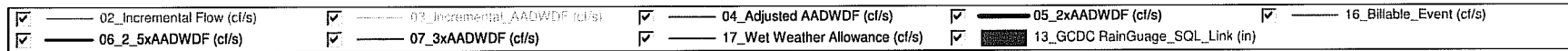


**GENESEE COUNTY DRAIN COMMISSIONER
DIVISION OF WATER AND WASTE SERVICES
FLOW MONITORING SYSTEM**

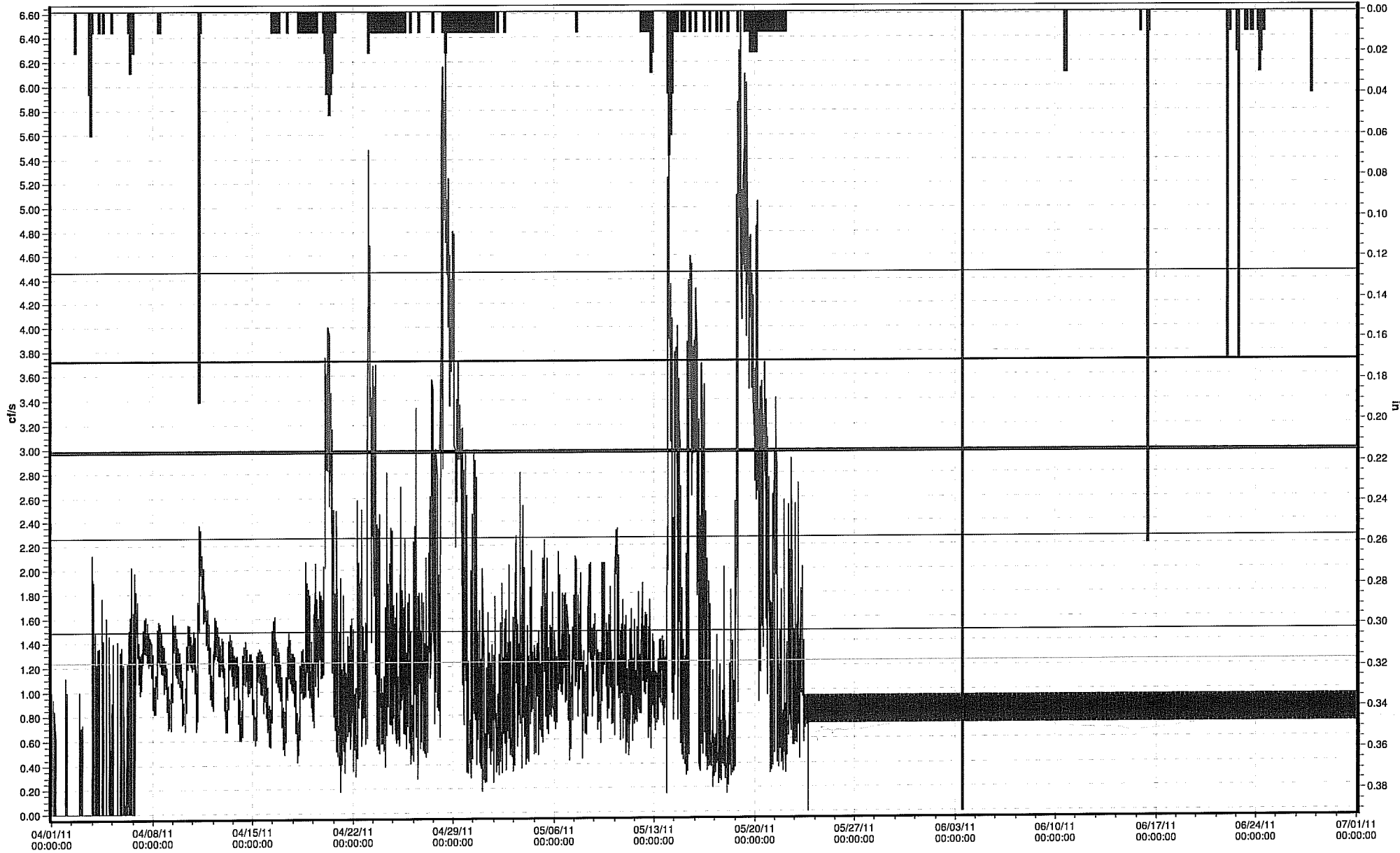
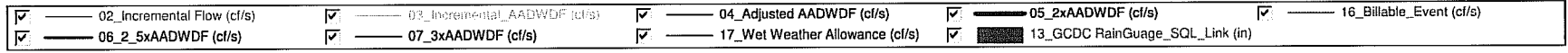
**CITY OF SWARTZ CREEK
MONTHLY VOLUME SUMMARY**

Service Area	Category	October-11		November-11		December-11		Total Cost
		Volume (cf)	Cost	Volume (cf)	Cost	Volume (cf)	Cost	
SCC-1	Between 2x and 2.5x	-	\$ -	-	\$ -	-	\$ -	\$ -
	Between 2.5x and 3x	-	\$ -	-	\$ -	-	\$ -	\$ -
	Over 3x	-	\$ -	-	\$ -	-	\$ -	\$ -
	Sub-total	-	\$ -	-	\$ -	-	\$ -	\$ -
	Total # Of Flow > Allowance & 3X	-		-		-		
	Total			\$ -		\$ -		\$ -
	GRAND TOTAL							\$ -

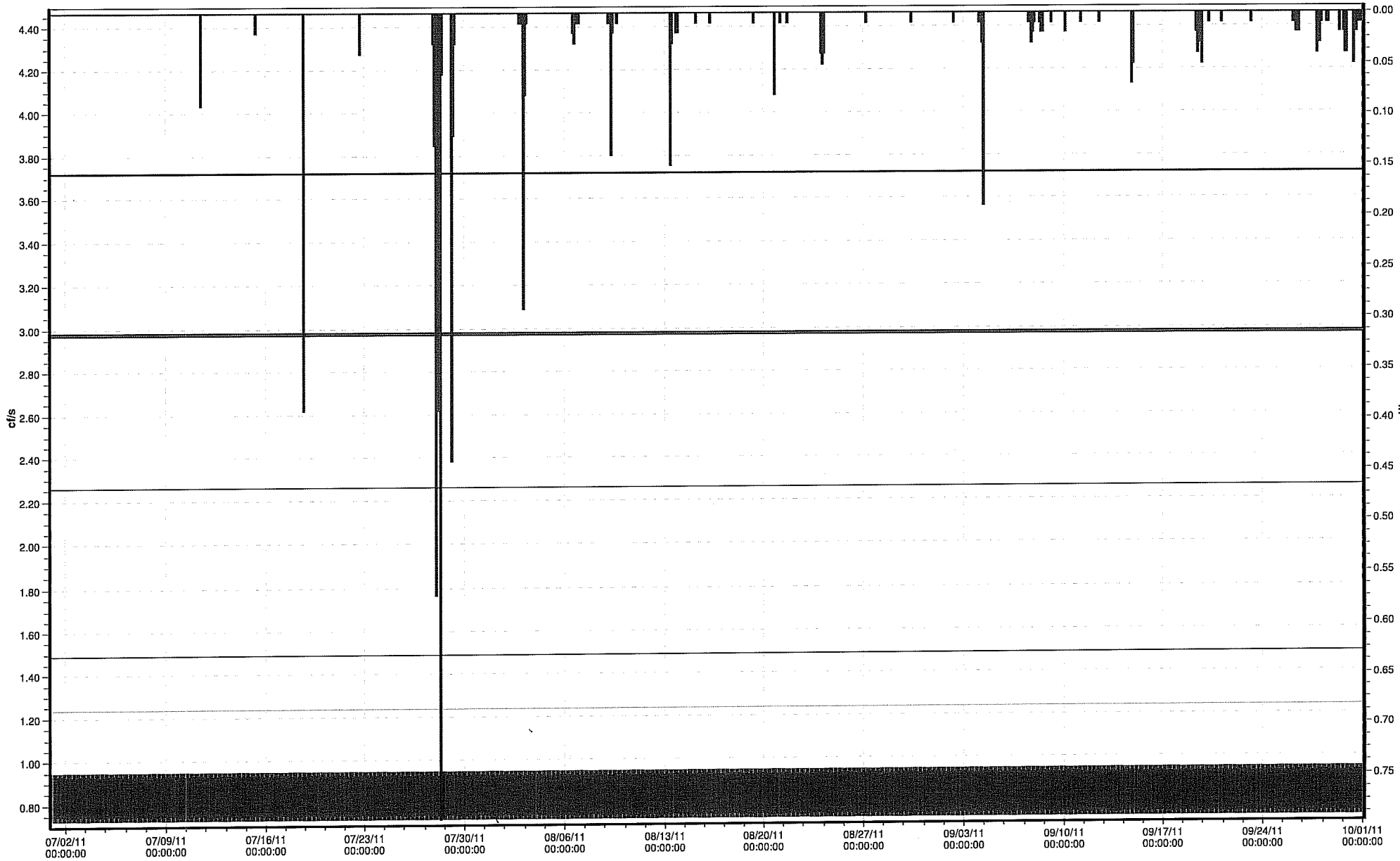
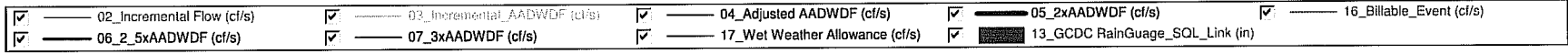
SCC-1 (01/01/11 to 04/01/11)



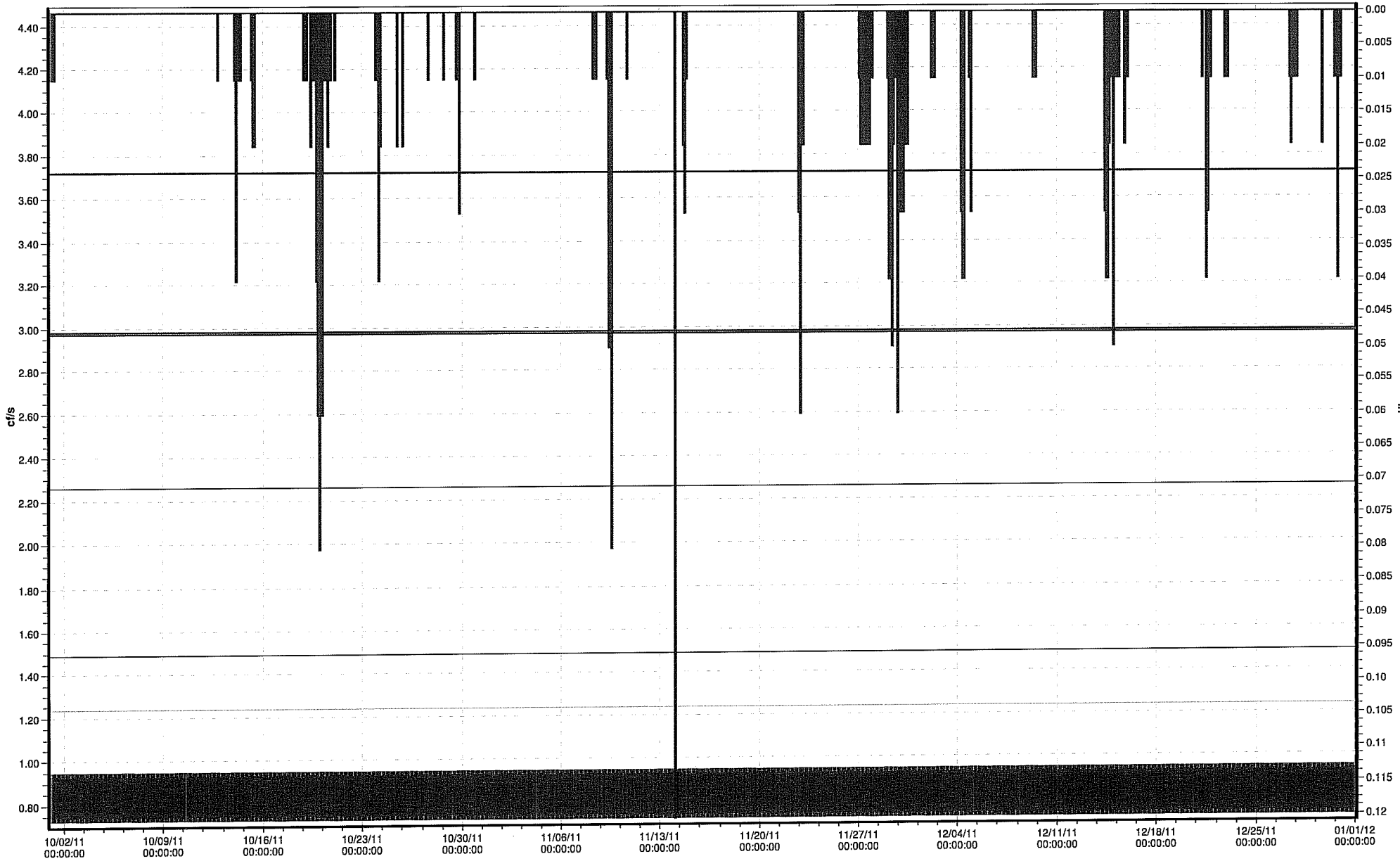
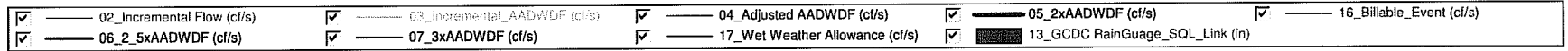
SCC-1 (04/01/11 to 07/01/11)



SCC-1 (07/01/11 to 10/01/11)



SCC-1 (10/01/11 to 01/01/12)



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

SANDER H. SIMEN, P.C.
PATRIC PARKER, P.C.
PETER T. MOONEY, P.C. **
MICHAEL J. GILDNER, P.C.

GATEWAY FINANCIAL CENTRE, SUITE 200
5206 GATEWAY CENTRE
FLINT, MICHIGAN 48507
TELEPHONE (810) 235-9000/FACSIMILE (810) 235-9010

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

STEPHEN W. WALTON
COLIN M. LINSEMAN
HEATHER V. BURNASH

pparker@sfplaw.com

NORTHERN MICHIGAN OFFICE

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

of counsel:

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

**L.L.M. in Taxation

June 7, 2012

VIA: Facsimile: 989-725-8347

James R. Smith
Attorney at Law
117 W. Oliver St.
Owosso, MI 48867

RE: Purchase and Development Agreement

Dear Mr. Smith:

I was forwarded a copy of your letter dated May 31, 2012 to William L. Atkinson. I am representing the City of Swartz Creek with regard to the Purchase and Development Agreement. While a number of the paragraphs 1 through 12 that you include are not directly aimed at a response from the City, I am answering the rest.

1. As you know, the Agreement allows the Purchaser to obtain a survey.
2. The provision regarding an increase in the title insurance after you construct would be between you and the title insurer.
3. The "Underground Storage Tank Removal Agreement" to be entered into between Marathon Petroleum Company and the City of Swartz Creek, a copy of which was included with the materials, specifically requires the City to enter into a new "Environmental Assessment or Remediation License" with any of our purchasers. While conceptually I do not disagree that the existing one might be assignable, we have in fact promised to enter into a new one with your client.
4. You are correct that we did not put a specific limit on the "Feasibility Period" in the Agreement. I will call Paul Bueche and ask when his anticipated closing time would be, and insert that. Any reference to the Feasibility Period may be unnecessary. At the time I did the draft of the Agreement, the Buyer had not yet commissioned the Environmental Site Assessment which is now completed. The remaining issue to be answered is whether your client will avail himself of obtaining a survey prior to closing, and if so, how long that will take.
5. See my answer to paragraph 4.

6. The site assessment is complete, though I have not seen it nor do I have a copy of it. It was completed by a professional engaged by your client.
7. The removal agreement has been approved by the City Council, to my understanding, but may not yet have been signed. We would have to attach the proper exhibits for the signature copy of your client's agreement.
8. My understanding is that Marathon intends to begin removal of the tanks right away. I do not know exactly where they stand in that process.
9. We will put the date in as we get closer to closing.
10. I will fix the references so they are consistent.
11. I am not aware of a strict timeline within which Marathon must obtain their No Further Action Determination. My understanding is that once the tanks have been removed and they file their closure report, there is at that point a 90 day period for response by the State.
12. In my way of thinking, there is certainly consideration for the removal agreement. MPC specifically wants access to the property and consent for their response and removal activities. The City, and their subsequent Purchaser, are the beneficiaries of the tank removal and response activities. While there is no specific dollar figure mentioned, it certainly appears to me that there is legally sufficient consideration on both sides.

Please respond to my email or give me a call with additional questions. After I have talked to Paul Bueche I will propose a time frame in lieu of the "Feasibility Period" language and send you a revised document (without exhibits). I believe that the City wants to take this matter up at their city council meeting of next Monday.

Sincerely,

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

Patric A. Parker

PAP/sec
Enclosure(s)

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement ("Agreement") is made and entered into this _____ day of May, 2012 (the "Effective Date"), by and between the City of Swartz Creek, a Michigan municipal corporation of 8083 Civic Drive, Swartz Creek, Michigan 48473 ("Seller") and HCP, L.L.C., a Michigan limited liability company of 12568 Lansing Highway, Durand Michigan 48429 ("Buyer"), upon the following terms and conditions:

1. Sale and Purchase. Pursuant to this Agreement, Seller shall sell and Buyer shall purchase that certain real property, located in the City of Swartz Creek, County of Genesee, State of Michigan, together with: (a) all appurtenances to the land, including, but not limited to, water rights, mineral rights and other rights appurtenant thereto and all of Seller's right, title, and interest in any public rights-of-way, streets, alleys, easements and other public ways adjoining the land and (b) all fixtures and improvements owned by Seller located on the land (the "Property"), land is more particularly described, as follows:

SEE ATTACHED EXHIBIT 1

2. Purchase Price; Deposit; Additional Consideration. The purchase price for the Property (the "Purchase Price") is the actual fees and costs expended by the Seller during the process of acquiring the Property and engaging in previous development attempts, estimated as of this date as Five Thousand and 00/100 Dollars (\$5,000.00), subject to adjustment to meet actual Seller fees and costs. Buyer will pay One Thousand and 00/100 Dollars (\$1,000.00) (the "Deposit") within three (3) business days after the Effective Date to a non-interest bearing escrow account with a title company satisfactory to the Seller (the "Title Company"). The balance of the Purchase Price after application of the Deposit will be paid upon closing of this sale ("Closing") by bank check or Federal wire transfer or otherwise disbursed in accordance with the terms of this Agreement. The obligations of the Buyer regarding the clean up of the Property in accordance with paragraph 8 below serve as additional consideration for the sale.
3. Survey. Buyer acknowledges that Seller does not have an existing survey in its control for updating. Therefore, a survey of the Property (the "Survey") may be prepared at the direction and expense of Buyer.
4. Title Review. Within seven (7) days after the Effective Date, Seller shall cause the Title Company, at Seller's expense, to provide Buyer with a commitment (the "Commitment") for an ALTA owner's title policy on the Property issued by the Title Company. Buyer shall have fourteen (14) days after receipt of the Commitment (the "Review Period") to review the Commitment. Within the Review Period Buyer may either (a) terminate this Agreement if Buyer is not satisfied, in the exercise of its sole judgment, with matters disclosed in the Commitment, or (b) deliver to Seller written objections to any matters disclosed in the Commitment. Within three (3) business days of receipt of such written objections, Seller shall notify Buyer whether or not it will cure any such defects, which it may elect to do, or not do, in the exercise of Seller's sole and absolute discretion. If Seller elects not to cure, Buyer shall have three (3) business days after receipt of such written election by Seller to either (i) terminate this Agreement and receive a refund of the Deposit or (ii) waive the defects and proceed with this transaction, in which case such defects shall be deemed approved by Buyer.

5. Title Insurance and Deed. At Closing, Seller shall convey title to the Property to Buyer by covenant deed (the "Deed"), subject to all matters of record. Seller shall also deliver and record the required notice that the Property is a "facility" pursuant to MCL 324.20101(l) (0). Seller, at its sole expense, will cause the Title Company to deliver to Buyer at Closing, a standard form ALTA Owner's Title Insurance Policy (the "Policy") issued by the Title Company pursuant to the Commitment, insuring fee Simple title to Buyer in the full amount of the Purchase Price subject to exceptions disclosed by the Commitment. Any endorsements to the Policy requested by Buyer shall be paid by Buyer. The cost to record the Deed shall be paid by Buyer. Any closing fee charged by the Title Company to close the transaction shall be shared by the parties equally.
6. Risk of Loss and Condemnation. Risk of loss by damage or destruction to the Property prior to Closing shall be borne by Seller. In the event any damage or destruction is not fully repaired prior to Closing, Buyer, at its option, may either cancel this Agreement and receive a refund of the Deposit or elect to close the transaction, In which event Seller's right to all insurance proceeds not yet applied to repair of the damage or destruction shall be assigned in writing by Seller to Buyer at Closing. If all or any part of the Property is condemned or any condemnation action or proceeding is commenced prior to Closing, Buyer may, at its option, either (a) cancel this Agreement and receive a refund of the Deposit, or (b) complete the purchase, with all condemnation proceeds and claims being assigned to Buyer.
7. Taxes and Assessments. The Property is presently tax exempt; Buyer shall pay real property taxes when assessed and levied by the proper taxing authorities. Any state and county transfer taxes shall be paid by Seller at Closing.
8. Environmental Investigation and Activities. The parties understand that the Property is a former gas station, and may suffer from various recognized environmental conditions (including, but not limited to, underground storage tanks ["USTs"], contamination migration, and asbestos or other contamination of building structure materials) that may result in the Property being a "facility" pursuant to MCL 324.20101(l) (0). Part of the consideration to the Seller for this transaction is the various covenants contained in this paragraph requiring the Buyer to determine and provide for environmental compliance.
 - a. Assessment. Buyer acknowledges that it has been given access to the Property to cause the Property to be the subject of an environmental site assessment to determine its environmental condition by an expert of the Purchaser's choice (the "Assessment"). The following Assessment report, performed by the agent of the Buyer, is acknowledged: _____.
 - b. USTs. Buyer understands that the Property is (or will be) subject to a certain "Underground Storage Tank Removal Agreement", a copy of which is attached hereto as Exhibit 2. Pursuant to that agreement, the following terms are required in this Agreement:
 - i. The Buyer shall execute an Environmental Assessment and Remediation License similar to Exhibit 3 with Marathon Petroleum Company upon the sale of the Property;

- ii. The Buyer acknowledges that the Property has been used in the storage and sale of petroleum products, that corrective action is ongoing due to that historic use of the Property, and that the Buyer is agreeing to execute any document presented to it by MPC as part of its corrective action efforts at the Property, including but not limited to a Remedial Action Plan, Final Assessment Report, Declaration of Restrictive Covenant, or similar documents necessary for MPC to achieve a NFA determination for the Property from MDEQ.
 - c. Inspection Liability. Buyer shall keep the Property free of any liens, and repair any material physical damages caused by Buyer, its agents, employees, contractors or subcontractors and restore the Property to its condition prior to inspections. Buyer shall indemnify, defend and hold Seller harmless against all losses, damages, claims, demands and liabilities which may be suffered by or asserted against Seller by reason of Buyer's inspections, which indemnity obligation shall survive termination of this Agreement or Closing.
- 9. THE PROPERTY IS BEING SOLD "AS IS". "WHERE IS" AND "WITH ALL FAULTS" AS OF CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY. BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE PROPERTY BASED SOLELY UPON BUYER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS OR CONTRACTORS OR RECEIVER. Without limiting the provisions of this Paragraph 9, Buyer releases Seller from any and all claims, demands, causes of action, judgments, losses, damages, liabilities, costs and expenses (including without limitation attorney's fees whether suit is instituted or not). whether known or unknown, liquidated or contingent (collectively "Claims") arising from or related to (a) any defects, errors or omissions in the design or construction of the Property, whether the same are a result of negligence or otherwise; or (b) other conditions (including environmental conditions) affecting the Property, whether the same are a result of negligence or otherwise. The release set forth in this Paragraph specifically includes any Claims under any Environmental Laws, under the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., or with respect to any environmental risk. "Environmental Laws" includes, but is not limited to, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§11001 et seq.), the Clean Air Act (42 U.S.C. §§7401 et seq.), the Clean Water Act (33 U.S.C. §§1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§1801 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§651 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§300f et seq.), as any of the same may be amended from time to time, and any state or local law dealing with environmental matters, and any regulations, orders, rules, procedures, guidelines and the like

promulgated in connection therewith, regardless of whether the same are in existence on the date of this Agreement.

10. Brokerage Fees. Both parties represent that no broker is involved in this Agreement and each party indemnifies the other against brokerage or commission claims arising out of the indemnifying party's actions.
11. Closing. Closing shall occur at a place and time mutually agreed upon by the parties, but in any event, not later than ten (10) days after the expiration of the Feasibility Period. Seller shall deliver possession of the Property to Buyer at Closing.
12. Remedies.
 - a. In the event of a breach or default hereunder by Buyer, Seller may, after written notice of default to Buyer specifying the nature of such default(s) and the failure of Buyer to cure such default(s) within ten (10) days after Buyers receipt of such notice, declare a forfeiture hereunder and retain the Deposit as liquidated damages, the same to be Seller's sole remedy for any breach or default hereunder by Buyer.
 - b. In the event of a breach or default hereunder by Seller, Buyer may after written notice of default to Seller specifying the nature of such default(s) and the failure of Seller to cure such default(s) within ten (10) days after Seller's receipt of such notice, terminate this Agreement and be entitled to an immediate refund of the Deposit, as Buyer's sole remedy for any breach or default hereunder by Seller.
13. Time of Essence. Time is of the essence of this Agreement.
14. Entire Agreement. This Agreement contains the entire agreement between Seller and Buyer, and there are no other terms, conditions, promises, undertakings, statements or representations, either written or oral or express or implied, concerning the sale contemplated by this Agreement.
15. Headings. The Paragraph headings are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provisions.
16. Modifications and Waiver. This Agreement may be amended only by an Instrument in writing signed by both Seller and Buyer. This Agreement may be terminated only in accordance with the terms of this Agreement or by an instrument in writing signed by both Seller and Buyer. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver.
17. Successors. This Agreement shall inure to the benefit of and bind the parties hereto and their respective executors, heirs, administrators, successors and assigns. Buyer may not assign this Agreement without the prior written consent of Seller. No assignment shall relieve the assigning party from its obligations hereunder.
18. Attorney's Fees; Court Costs. In any action or proceeding arising out of this Agreement, each party shall bear its own attorney's fees, and the prevailing party shall be entitled to

recover court and costs from the non-prevailing party incurred by such party in enforcing its rights hereunder. In the event of a legal dispute, the laws of the State of Michigan shall prevail.

19. Dates of Performance. If any date for performance of any obligation hereunder falls on a Saturday, Sunday or nationally established holiday, the time for performance of such obligation shall be extended until the next business day following such date.
20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below their respective signatures.

SELLER:

City of Swartz Creek, a Michigan municipal corporation

By: _____
Its: _____

BUYER:

HCP, L.L.C., a Michigan limited liability company

By: _____
Its: _____

EXHIBIT 1
LEGAL DESCRIPTION

the following lands situated in the **CITY** of **SWARTZ CREEK**,
County of Genesee, and State of Michigan, to wit:

**PART OF LOTS 1 AND 2 BEG AT NE COR OF LOT 1 TH S 79.20 FT TH SWLY ALONG SLY
LOT LINES OF LTS 1 AND 2 183.17 FT TH NLY 188.50 FT TH E 200 FT TO PLACE OF BEG
CUMMINGS BERLIN ACRES**

Further identified as permanent parcel ID number(s): **58-36-576-001**

And commonly known as: **07026 MILLER RD
SWARTZ CREEK MI 48473-1527**

EXHIBIT 2
UNDERGROUND STORAGE TANK REMOVAL AGREEMENT

UNDERGROUND STORAGE TANK REMOVAL AGREEMENT

This Underground Storage Tank Removal Agreement (“Agreement”) is made and entered into this ____ day of _____, 2012, by and between **Marathon Petroleum Company LP (“MPC”)**, a Delaware limited partnership, with a mailing address of 539 S. Main Street, Findlay, Ohio 45840, and its affiliates and contractors, all of whom will be referred to in this document collectively as “Marathon,” and the **City of Swartz Creek (“Landowner”)** with a mailing address of 8083 Civic Drive, Swartz Creek, Michigan 48473-1377.

WHEREAS, Landowner currently owns the real property located at 7026 Miller Road, Swartz Creek, Michigan 48473 (the “Property”);

WHEREAS, MPC or its predecessor owned and operated a gas station located at the Property;

WHEREAS, there is a documented release of petroleum on the Property for which MPC has been conducting corrective action directed at obtaining a No Further Action determination (“NFA”) from the Michigan Department of Environmental Quality (“MDEQ”);

WHEREAS, MPC determined that three (3) underground storage tanks (“USTs”) that formerly contained petroleum products remain on the Property the removal of which may hasten MPC’s corrective action and the issuance of an NFA;

WHEREAS, Landowner has provided MPC access to the Property in connection with MPC’s corrective action and Landowner wishes to have the three USTs removed from the Property;

WHEREAS, Landowner intends to sell the property after MPC removes the USTs;

WHEREAS, MPC will require access to the Property after the sale and agreement from the new Property owner with regard to certain requirements for achieving an NFA determination from the MDEQ; and

NOW, THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, MPC and the Landowner hereto agree to the following:

1. Landowner and MPC agree and acknowledge that the Environmental Assessment and Remediation License (“License”) executed by both parties and attached hereto as **Exhibit A**, is incorporated into this Agreement in its entirety. All provisions, including but not limited to all obligations, warranties, indemnity, and responsibilities of MPC and Landowner under that License would govern this Agreement.
2. MPC agrees to remove the three (3) USTs that are located on the Property and any impacted soil associated with the USTs. Should MPC encounter any additional USTs during the excavation and removal work, MPC agrees to remove those USTs as well.
3. MPC will continue to pursue a NFA from the MDEQ after removal of the USTs is completed. Landowner acknowledges and agrees that MPC’s NFA may include risk based closure which may require institutional and engineering controls for the Property.

4. In return for MPC removing the USTs, Landowner agrees to execute any document presented to it by MPC as part of its corrective action efforts at the Property, including but not limited to a Remedial Action Plan, Final Assessment Report, Declaration of Restrictive Covenant, or similar documents necessary for MPC to achieve a NFA determination for the Property from MDEQ.
5. Landowner acknowledges and agrees that a Declaration of Restrictive Covenant will contain restrictions that may restrict the use of groundwater including, but not limited to, prohibiting the drilling of potable water wells on the Property; limit the land use to non-residential use; and possibly require that a vapor barrier be installed under any structure built on the Property.
6. Landowner acknowledges that MPC previously recorded reservations, restrictions and conditions as shown in the attached deed (See Attachment B), which may or may not still encumber the Property. Regardless of the previous recorded reservations, restrictions and conditions, Landowner agrees that in consideration for this Agreement, should it sell the Property before it executes a Declaration of Restrictive Covenant as described above that it shall record the exact language described below as part of any deed of conveyance with regard to the sale of the Property:

“This deed is subject to the following reservations, restrictions and conditions which shall be covenants running with the land and shall be binding upon Grantee, its successors, assigns and all future owners of the premises, and their respective directors, officers, employees, contractors, agents, representatives, lessees, licensees, invitees, and any user or occupant of all or any portion of the premises:

A. The City of Swartz Creek (“Grantor”) reserves the right for Marathon Petroleum Company LP and its successors and assigns (“Marathon”) to have access to the premises, at no cost to Grantor or Marathon, at reasonable times to conduct any Corrective Action only as and when required by the governmental agency with jurisdiction (the “Agency”) in connection with a release of petroleum hydrocarbons on the premises. As used herein, the term, “Corrective Action”, shall refer to one or more of the following activities: investigation, assessment, monitoring, sampling, analysis, cleanup, removal, disposal, on-site treatment, off-site treatment, active remediation, passive remediation, remediation alternatives including but not limited to risk-based corrective action (“RBCA”), if applicable, and/or other activities concurred in or required by the Agency. In performing any Corrective Action at the premises, Marathon will have the right to rely on and use any current, future or revised or amended state cleanup standards, guidelines or criteria or revised federal cleanup standards, if applicable, including without limitation any site-specific risk-based soil and groundwater cleanup objectives or other similar RBCA policies administered by the Agency. In performing any Corrective Action at the premises, Marathon may also rely on and implement institutional controls as provided for in applicable laws, regulations and policies to ensure the protection of public health, safety or welfare and the environment. Grantee acknowledges that such institutional controls may require the recording of a Declaration of Restrictive Covenant” in substantially the form as Michigan Department of Environmental Quality Form EQP3854 restricting the premises (the “Declaration”). Such

Declaration would contain certain restrictions based on site-specific exposure such as prohibiting the use of groundwater or requiring the premises, or a portion of the premises, to be paved or that existing pavement remain in place and be properly maintained. Grantee agrees to permit reasonable institutional controls regarding the premises in connection with Marathon's performance of any Corrective Action thereon. Grantee agrees to provide Marathon, at no cost to Marathon, with Grantee's written consent and signature as needed in connection with the preparation, execution and recording of the Declaration or any other necessary documents relating to any institutional controls which are to be recorded with the Declaration in accordance with Marathon's performance of Corrective Action. Such institutional controls, if necessary, would not prohibit the use of the premises for industrial, commercial or office purposes. Marathon reserves its legal appeal rights with respect to any orders, directives or requests of the Agency concerning but not limited to Corrective Action at the premises.

B. The Grantee shall not have any claim against Grantor or Marathon, its parents, affiliates, predecessors, successors, assigns, subsidiaries or their respective past, present and future officers, employees, agents and/or representatives (the "Released Parties"), based upon, related to or arising out of the presence of any contamination on, under or at the premises. The Released Parties are hereby forever released from any and all such claims.

C. To reduce risks to human health and/or the environment, and to permit application of corrective action standards which are consistent with the non-residential use (or other lower-risk use) of the premises, this conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the restrictions and covenants that: (i) the use of the premises shall be restricted solely to industrial, commercial or office use; (ii) the premises shall not be used or occupied (if used or occupied at all) for residential purposes or for purposes of a child care or elder care facility, a nursing home facility or hospice, a hotel or motel, a school, a church, a park, or a hospital; (iii) any building constructed on the premises shall have a slab-on-grade foundation with the top of the slab at or above surface level; (iv) in the event that any activities occur at the premises that involve any digging, trenching or excavation of soils by Grantee, Grantee shall take proper precautions to ensure the protection of health, safety and the environmental, including but not limited to, testing the soils, providing adequate notification and protection to workers, and proper handling and/or disposal of any contaminated soils in accordance with all applicable laws, rules and regulations, and (v) no water supply wells of any kind (including without limitation water wells used for drinking, bathing or other human consumption purposes and water wells used for livestock, farming or irrigation) shall be installed or used on the premises (collectively, "Exposure Restriction"); provided, however, that the Exposure Restriction does not prohibit the installation or use of any compliance wells, or any groundwater monitoring, recovery or extraction wells or similar devices used for or related to the performance of assessments, remediation or any other corrective action on the premises now or in the future.

D. Grantee hereby agrees to indemnify, defend and hold harmless the Grantor and Marathon from and against any and all losses, damages, claims, suits or actions, judgments and costs (including without limitation reasonable attorney fees) that arise out of or relate to any violation of the reservations, restriction and/or conditions contained in this deed, including, but not limited to, any use of the premises which is in violation of or inconsistent with the Exposure Restriction.”

7. Landowner also agrees that should it sell the Property before it executes a Declaration of Restrictive Covenant that Landowner will incorporate into any purchase and sale agreement the following:
 - a. The requirement for the buyer to execute an Environmental Assessment and Remediation License similar to Attachment A with MPC upon the sale of the Property;
 - b. An executed acknowledgement by the buyer that the Property has been used in the storage and sale of petroleum products, that corrective action is ongoing due to that historic use of the Property, and that the buyer is agreeing to execute any document presented to it by MPC as part of its corrective action efforts at the Property, including but not limited to a Remedial Action Plan, Final Assessment Report, Declaration of Restrictive Covenant, or similar documents necessary for MPC to achieve a NFA determination for the Property from MDEQ as required by the deed restrictions described in paragraph 6 above.
8. This Agreement sets forth the entire agreement between the parties and shall not be amended except in writing executed by both parties.
9. Landowner acknowledges and represents that it has read and fully understands this Agreement and that it is entering into it freely and voluntarily and after being given the opportunity to seek the advice and consent of counsel.
10. This Agreement shall be governed by the laws of the State of Michigan and shall apply to the interpretation of this Agreement and to the resolution of any disputes arising out of the matters set forth in this Agreement.
11. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held in any proceeding to be invalid, illegal or unenforceable, the remaining provisions shall not be affected thereby, and shall be valid, legal and enforceable to the fullest extent permitted by law, but only if and to the extent such enforcement would not materially and adversely frustrate the parties' essential objective as expressed herein.
12. The person or persons executing this Agreement on behalf of the parties covenant and agree that they have the authority to execute the Agreement on behalf of the parties and have authority to bind the parties to the terms and conditions of the Agreement.
13. This Agreement may be executed in counterparts, each of which shall be deemed original and such counterparts shall constitute one and the same instrument. The Agreement is only effective when executed by both parties.

IN WITNESS WHEREOF, Landowner and MPC have each caused this Agreement to be executed as of the day and year first above written.

LANDOWNER

By: _____

Name:

Title:

WITNESSES

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

MARATHON PETROLEUM COMPANY LP

By: MPC Investment LLC, its General Partner

By: _____

Name: Gregory A. Wilkins

Title: Environmental Auditing &
Process Manager

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

EXHIBIT 3
ENVIRONMENTAL ASSESSMENT AND REMEDIATION LICENSE

F

ENVIRONMENTAL ASSESSMENT AND REMEDIATION LICENSE

MPC Facility: 1937
Swartz Creek, MI

This Environmental Assessment and Remediation License ("License") is entered into between **Marathon Petroleum Company LP ("MPC")**, a Delaware limited partnership, with an address of 539 South Main Street, Findlay, Ohio 45840, and the **City of Swartz Creek ("Landowner")**, with a mailing address of 8083 Civic Drive, Swartz Creek, MI 48473-1377.

- 1.0 **ACCESS.** Landowner hereby grants MPC and its employees, agents, contractors and other representatives the right to enter upon Landowner's property located at the following address: 7026 Miller Road, Swartz Creek, MI, 48473 (the "Property"), in order to perform the following activities ("Activities"):

 - 1.1 Assess soil, surface water and groundwater contamination, if any;
 - 1.2 Determine locations for the installation of soil borings, geoprobes, groundwater monitoring wells, recovery wells, and other assessment and remediation equipment/facilities;
 - 1.3 Install, operate, maintain, close and/or remove all soil borings, geoprobes, groundwater monitoring wells, recovery wells, and other assessment and remediation equipment/facilities;
 - 1.4 Take samples from the soil, surface water and groundwater; and
 - 1.5 Perform other related site assessment and remediation activities.

- 2.0 **NOTICE AND DATA.**
 - 2.1 MPC shall give reasonable notice to Landowner prior to entering upon the Property to install or remove soil borings, geoprobes, groundwater monitoring wells, recovery wells, and other assessment and remediation equipment/facilities.
 - 2.2 Upon written request, MPC shall provide Landowner with copies of all environmental data obtained by MPC at the Property pursuant to this License that MPC furnishes to the state agency having jurisdiction over MPC's Activities.
- 3.0 **SITE CONDITION.** MPC shall conduct its Activities in a manner that will not unreasonably interfere with the normal and usual business operations or residential activities being conducted on the Property. MPC shall also conduct its Activities in a manner reasonably calculated to minimize disturbance to existing site conditions. After performing Activities, MPC agrees to restore the areas of the Property that were disturbed by MPC's Activities to, as nearly as reasonably possible, the same condition as existed on the date that such areas were disturbed by MPC. Following completion of MPC's Activities at the Property and approval from the governmental agency with jurisdiction, MPC will properly close, remove and/or abandon all groundwater monitoring wells, recovery wells, and other assessment and remediation

equipment/facilities that were installed at the Property under this License in accordance with state law.

- 4.0 **MATERIALS REMOVED FROM THE SITE.** Any samples, waste materials, soil cuttings, and liquids which result from MPC's Activities under this License shall be handled, stored, treated, transported, and disposed of by MPC in accordance with all applicable local, state and federal laws, regulations and ordinances.
- 5.0 **TOOLS AND EQUIPMENT.** All tools, equipment, or other property placed upon the Property by MPC or its employees, agents, contractors and other representatives shall remain the property of MPC and its employees, agents, contractors and other representatives, and may be removed by the owner of such property at any time within a reasonable time after expiration of this License.
- 6.0 **INDEMNITY TO LANDOWNER.** MPC will defend, indemnify and hold the Landowner harmless from all actions, claims, demands, liabilities and damages which are imposed on or incurred by Landowner as a result of MPC's or its employees', agents', contractors' or other representatives' Activities at the Property under this License. In order to receive the protections of this section, Landowner must first:
- (1) provide MPC and its employees, agents, contractors and other representatives with access to the Property pursuant to this License, and
 - (2) give MPC written notice immediately after Landowner obtains actual knowledge of a matter which is claimed to be covered by this section. Such written notice to MPC shall be sent to:
 - (i) Engineering Manager, Marketing & Transportation Engineering
Environmental & Technical Services
Marathon Petroleum Company LP
539 South Main Street
Findlay, Ohio 45840; and
 - (ii) Group Counsel – Environmental, Safety & Security
Marathon Petroleum Company LP
539 South Main Street
Findlay, Ohio 45840
- 7.0 **INSURANCE.** MPC is an indirect, wholly-owned subsidiary of Marathon Petroleum Corporation ("MPCorp"). MPCorp is covered for property and liability exposures through major worldwide insurance programs with large deductibles or self-insured retentions. Losses that fall within these self-insured retentions, including those for which MPC is contractually liable, are paid through the financial resources of MPC and are administered by MPC under MPC's self-administered claims program. Upon written request MPC will provide Landowner a copy of a self-insurance letter stating that the insurance limits required by Landowner fall within the corporate self-insured retentions.
- 8.0 **LANDOWNER'S WARRANTY AND RESPONSIBILITIES.** Landowner represents and warrants that Landowner is the owner of the Property and/or otherwise has full authority to enter into this License, and to make it binding on any person or entity having a valid claim of interest in the Property, including any tenants. Landowner agrees not to interfere with, disturb, move or enter any equipment, facilities, buildings, or any other Activities of MPC or its employees, agents, contractors and other representatives.
- 9.0 **EFFECTIVE DATE AND TERM.** This License shall be effective as of the date of the last signature hereto, and shall continue in effect until MPC determines that it has completed its

Activities under this License. Either Landowner or MPC may terminate this License prior to its expiration if the other party violates any material condition or term of this License. Any such termination shall be effective thirty (30) days after written notification of such termination is received by the non-terminating party.

10.0 MISCELLANEOUS PROVISIONS.

10.1 Agreement. This License sets forth the entire agreement between the parties and shall not be amended except by writing executed by both parties.

10.2 Assignability. This License is binding upon the parties, their successors in title or interest, assignees and heirs. If, at any time, the Property may be transferred to another owner, MPC must be notified pursuant to the Notice requirements of this License. MPC will then prepare a Memorandum of License Agreement and Landowner will execute. MPC will then record the Memorandum of License Agreement in the applicable county recorder's office. Notification must be made prior to the transfer of the Property and within reasonable time to allow MPC to record the Memorandum of License Agreement.

10.3 Counterparts. This License may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.4 Governing Law. The law of the State in which this Property is located shall apply to the interpretation of this License and to the resolution of any disputes arising out of the matter set forth in this License.

10.5 Notices. Unless amended by the either party by written notice to the other party, and except as otherwise set forth in Section 6.0 above, communications shall be directed to:

For Landowner:

City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473-1377
(810)635-4464 (810)635-2887
Telephone Fax

For MPC:

Group Counsel

Environmental, Safety & Security
Marathon Petroleum Company LP
539 South Main Street
Findlay, Ohio 45840
(419) 421-3370 (419) 427-3689
Telephone Fax

The parties agree to the above terms.

Landowner

Tom Swartz
Signature

Tom Swartz, Dir. of Public Serv.
Printed Name and Title

2-17-12
Date

Marathon Petroleum Company LP

By: MPC Investment LLC, its General Partner

Gregory A. Wilkins
Signature

Gregory A. Wilkins
Environmental Auditing & Processes Manager
Printed Name and Title

3/28/2012
Date





Adam Zettel

Zoning Administrator

azettel@cityofswartzcreek.org

Date: June 1, 2012

To: Planning Commissioners
From: Adam Zettel, AICP
RE: June 5, 2012 Planning Commission Meeting

Hello everyone,

We WILL NOT meet on Tuesday, June 5, 2012 due to a lack of agenda items. There is not any activity at this time.

The city council is still moving forward with a land sale to a developer that is proposing a Bigby Coffee house and retail store at the Marathon location. I am told lawyers are the hold up at this point. They are presently finalizing a development agreement that would move this project to the next phase of approval. There may also be some church work coming up in the near future.

If you have any items you would like discussed, please let me or Doug Stephens know, and we can look to set up a rescheduled meeting. Enjoy the snow! If you have any questions or comments, **contact City Hall at (810) 635-4464.**

Sincerely,

Adam H. Zettel, AICP
City of Swartz Creek
azettel@cityofswartzcreek.org

8083 Civic Drive
Swartz Creek Michigan 48473

Phone: (810)-635-4464

Fax: (810)-635-2887

www.cityofswartzcreek.org

ftp://cityofswartzcreek.org