

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday September 10, 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 August 27, 2012 MOTION Pg. 7, 26-31
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, DPW & Check Ledger](#) Pg. 32, 44, 49
 - 6C. Fire Department 2013 Draft Budget Pg. 57-72
 - 6D. Shared Services Study, Final Report CD
 - 6E. Part Time Police Officers Wage Recommendation (Agenda Item) Pg. 73
 - 6F. Street Usage Parade Permit Application, Homecoming (Agenda Item) Pg. 74-78
 - 6G. MDOT Approval, Meijer Traffic Signal Pg. 79-81
 - 6H. Plante-Moran Audit Engagement Letter Pg. 82-84
 - 6I. Section #19 EMD Grant Application Pg. 85-118
 - 6J. Tri-County WI-FI Proposal Pg. 119-125
 - 6K. Consumer Energy Hearing Notice Pg. 126-127
 - 6L. First Annual "Trails Week" Notice Pg. 128-129
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Agreement, Assessing Services: Landmark Appraisal RESO. Pg. 8, 3
 - 8B. Part Time Police Officers, Rate Increase RESO. Pg. 22, 73
 - 8C. Street Usage, Parade Permit: Annual Homecoming Parade RESO. Pg. 22,74-78
 - 8D. Marathon Property, Demolition Agreement RESO. Pg. 23, 3
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 August 27, 2012 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 7-September-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 are the non-participating enhancements as well as the road closure for construction. The project is estimated to last for two months and will be timed while the school is on summer break (2013). I'll keep the Council posted on developments.

✓ **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 approved light design engineering, survey and bid package preparation in the amount of \$6,847 at the meeting of February 27th. Bids are back on the project and frankly put, they're ugly. Lou has gone back to the drawing board to figure out another solution. He may be at tonight's meeting and if so, may be in a position to comment a bit on his status. I'll check with him prior to the meeting.

BEAR CREEK SANITARY SEWER AGREEMENT (Status)

Pending the outcome of the Morrish Road Bridge Project.

✓ **MARATHON REDEVELOPMENT PROJECT** (*Resolution*)

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:	June, 2012
Planning Commission Site Plan:	September, 2012
Final Site Plan Approval, Develop	
Agreement Approval:	September-October, 2012
Commence Construction:	Fall, 2012

As discussed at the meeting of July 23rd, we are in Circuit Court for quiet title acquisition. The Atkinson's advise they have the time and availability to perform the demolition work now. Mr. Gildner advises the quiet title process is delayed while trying to obtain summons service on one of the previous owners whom may have left the country. We have a chance to get this building razed, however, there's some risk. *IF* one of the lien holders came forward and *IF* they could convince the Circuit Judge that they had ownership rights, the argument could now be made that the razing of the building removed value from the property. I think the chance is remote and the risk is small. Likewise, if we had to affix a value to the building, I believe it would be minimal... maybe somewhere around 35¢ or so. At any rate, it's the Council choice. Mr. Gildner has prepared an agreement that would cover the demolition. The agreement is quite basic and provides protection to the City for removal and disposal of contaminated items. It also provides protection to the Atkinson's by allowing for liquidated damages not to exceed \$25k, in the event the sale does not go through. The school of thought is that if we planned to hold on to it, we would have to pay for the demolition of the structure. I have a resolution / agreement that as of writing, is close but not complete. It still has a couple of areas that Mr. Gildner needs to address and, it needs approval from the Atkinson's. I'll have additional discussion and a final draft 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 & ASSESSOR CONTRACTS, BUILDING DEPARTMENT** (*Resolutions*)

The POLC, AFSCME and Supervisor contracts have been settled. Included with tonight's agenda is a resolution to raise our part-time police officer pay from \$14.00 per hour to \$14.50 per hour. The last raise for this group was in 2004. Rick has drafted a report that includes a local survey and other justification for the increase. The remaining loose ends are the building inspector's employment agreement, which in part is addressed in the Shared Services Study and will be discussed by the review committee, and the City Manager contract. I'll keep the Council informed on progress.

On another note, Included with tonight's agenda is a resolution to extend our agreement with Landmark Appraisal for assessing services. As you are aware, the arrangement we have with Landmark as well as our assigned assessor (Heather MacDermaid) has worked very well. Ms. MacDermaid has been with us since the retirement of Mr.

O'Brien in late 2006. The initial compensation in 2006 was \$25,500 per year with no benefits. Today's wages are \$26,800 and have been frozen here for three years. In line with the approximate increase dollar amount recently paid our Supervisor's, I recommend a 2.5% increase, which equates to \$670 per year, or an annual cost of \$27,470. Aside from the date and an address change in the agreement, the compensation is the only change (changes in red text).

- ✓ **FIRE DEPARTMENT: BOARD, CONTRACT & COST RECOVERY** (*Status*)
I met with the Township Supervisor and Fire Chief on the 2013 Budget. The Township Board will be reviewing the budget in the near future. Included is a copy for Council review. We'll look to take action as soon as the Township responds. We briefly discussed the contract and I outlined the City's position. Mr. Sepanak advises he'll put the matter back up for discussion.
- ✓ **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*)
Included with tonight's packet (CD only) is the final draft of the Shared Services initiative. The review committee has met once with additional meetings scheduled. Mr. Nottley will be attending the meeting of September 24th to present comments and answer any questions. The review committee should have some items for discussion on about four weeks.
- ✓ **SCHOOL PERFORMING ARTS CENTER** (*Status*)
Construction and associated "dry weather dust" continues to progress.
- ✓ **STREET RE-STRIPING & SYMBOLS** (*Status*)
Fluctuating fuel prices have made the crack sealing program unpredictable and costly. The decision was made to postpone further work until the spring. In the meantime, we are collecting local bids to ride on for street striping and should be back at the next meeting.
- ✓ **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. 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 signals and other related improvements. MDOT has given final approval for the traffic signal and Mr. LaMourie has begun final design and shop drawings. The state delays have placed us under a time constraint as there's about a four month stack

delay in ordering steel. On the other side, construction on the site is in high gear. If anyone would like a tour, please call myself or Tom and we'll arrange it.

- ✓ **FIVE-YEAR PARKS & RECREATION PLAN, ELMS PARK PROJECT** (*Status*)
Awaiting a draft.
- ✓ **FLOOD RELIEF** (*Status*)
Pending
- ✓ **TRAFFIC SIGNALS, BRISTOL & MILLER** (*Status*)
Set for data collection and warrant analysis this month.
- ✓ **CLASS "C", "SDM" LIQUOR LICENSES, NEW** (*Status*)
Pending a new submission by the applicant.
- ✓ **I-69 MORRISH ROAD BRIDGE APPROACH, REPAIR DISPUTE** (*Status*)
Included with tonight's packet is a copy of the grant application. MSP EMD tells me we may have a decent shot at getting the \$30k for additional bridge repair. They advise that if approved, the state will escrow the money for FY 2013 and reimburse us when we complete the work.
- ✓ **TRI-COUNTY LEASE AGREEMENT** (*Status*)
As we discussed at the July 23rd Meeting, we have lease agreements with Tri-County Wireless, an internet provider, for the location of a transceiver on top of the water tower at Miller & Seymour. The lease is scheduled to expire this month and Tri-county requests to renew it. They are paid up in good standing. Additionally, they have advised us that they can provide wireless "hotspots" in any or all locations in the City. Out of curiosity, I asked them to provide independent pricing for such hot-spots for the Civic area and for Elms Park. Copies of their proposal are included in tonight's packet. In review, I believe the cost outweighs the benefit. If the Council agrees, I'll simply bring back the agreement to extend at the next meeting.
- ✓ **CITY WEB SITE, RELATED SERVICES** (*Status*)
Pending.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **STREET USAGE PERMIT, ANNUAL HOMECOMING PARADE** (*Resolution*)
Included with tonight's agenda is a street usage / parade permit application for the annual school homecoming parade. The event is scheduled for Friday September 21 beginning at 5:00 PM. The route is as in the past, beginning at the Racetrack to Civic, to Fortino, to Morrish, to Miller, to Fairchild and into the High School. The Police Chief has reviewed the application, finds it meets the City's requirements and recommends approval.

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.

- *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 Grain Elevator Building, Morrish at CNA Crossing.* Pending.

City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday September 10, 2012 7:00 P.M.

Resolution No. 120910-4A MINUTES – AUGUST 27, 2012

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held August 27, 2012 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 120910-5A AGENDA APPROVAL

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of September 10, 2012, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 120910-6A CITY MANAGER'S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager's Report of September 10, 2012, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion by Councilmember: _____

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

**AGREEMENT FOR
PROFESSIONAL ASSESSOR SERVICES**

This Agreement (“Agreement”), made and entered into this **10th day of September, 2012** by and between the **City of Swartz Creek**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek Michigan 48473 (“City”) and, **Landmark Appraisal Company, 15170 Eddy Lake Road, P.O. Box 489, Fenton Michigan 48430** (“Landmark”).

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

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

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

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

SECTION I: BASIC SERVICES OF LANDMARK

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

1.1 General Duties:

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

1.2 Office Hours:

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

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

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

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

1.3 Public Relations/Customer Service:

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

1.4 New Construction/Loss Adjustment:

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

1.5 Economic Condition Factors (ECF):

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

1.6 "Proposal A" Requirements:

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

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

1.7 Assessment Roll Preparation and Records:

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

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

1.8 Reports:

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

1.9 Board of Review:

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

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

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

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

1.10 Sales and Appraisal Studies:

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

1.11 Forms:

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

1.12 Defense of Appeals:

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

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

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

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

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

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

1.13 Reappraisal Program:

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

1.14 Personal Property Statements, Canvas and Audits:

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

1.15 Equalization Increases:

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

1.16 Land Division Applications:

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

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

1.17 Assessor Certification:

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

1.18 Transportation and Equipment:

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

1.19 Indemnification/Employment:

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

1.20 Preparation of DDA and Reporting:

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

1.21 Assessor's Recommendations:

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

1.22 Security of Information:

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

1.23 Optional Services:

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

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

Landmark shall commence performance of the services herein required on **October 1, 2012**. **Unless sooner terminated, this Agreement shall, by its terms, expire September 30, 2013.**

2.2 Mutual Right of Termination:

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

2.3 Termination for Cause or Breach:

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

2.4 Notice of Termination:

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

2.5 Amendment/Renegotiation:

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

If the Agreement is not reviewed or extended prior to its expiration date and the City desires to have Landmark continue on a month-to-month basis, the fee will be that which existed for the final month of the original term, **being September, 2013.**

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

During the term of this Agreement, the City agrees to pay to Landmark, for performance of the Basic Services set forth in Section I of this Agreement, an amount equal to **\$27,470** yearly (**twenty-seven thousand, four hundred seventy dollars**). Landmark shall invoice the City an amount equal to **\$2,289.17** on a monthly basis, net due 20 days.

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

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

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

SECTION IV: CITY RESPONSIBILITIES

4.1 Basic Data:

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

4.2 Office Equipment:

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

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

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

4.3 Computer:

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

4.4 Map Maintenance/Tax Roll Printing:

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

4.5 Office Supplies:

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

4.6 Existing ECF Areas:

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

4.7 Preparation of DDA and Reporting:

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

4.8 Legal Counsel:

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

SECTION V: RE-APPRAISAL, NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

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

5.2 Implementation/Responsibility:

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

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between City and Assessor:

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

6.2 Indemnification/Insurance:

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

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

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

6.3 Non-Assignability:

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

6.4 Professional Standards:

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

6.5 Ownership of Documents:

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

6.6 Validity:

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

6.7 Survival:

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

6.8 Controlling Law/Venue:

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

6.9 Authorization:

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

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

CITY OF SWARTZ CREEK, MICHIGAN:

LANDMARK APPRAISAL CO:

By: _____
Richard Abrams, Mayor

By: _____
Mark R. MacDermaid, Partner

By: _____
Juanita Aguilar, City Clerk

Approved As To Form
By Richard J. Figura
City Attorney

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

CHAPTER 9. TAXATION*

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

Section 9.1. Power to tax--Tax limit.

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

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

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

Section 9.2. Subjects of taxation--Tax procedure.

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

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

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

Section 9.3. Exemptions.

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

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

Section 9.4. Tax day.

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

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

Section 9.5. Personal property--Jeopardy assessment.

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

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

Section 9.6. Preparation of the assessment roll.

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

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

Section 9.7. Board of Review.

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

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

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

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

Section 9.8. Duties and functions of Board of Review.

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

Section 9.9. Meetings of Board of Review.

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

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

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

Section 9.10. Notice of meetings.

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

Section 9.11. Certification of roll.

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

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

Section 9.12. Validity of assessment roll.

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

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

Section 9.13. Clerk to certify levy.

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

Section 9.14. City tax roll.

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

Section 9.15. Taxes a debt and lien.

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

Section 9.16. Tax roll certified for collection.

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

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

Section 9.17. Tax payment date.

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

Section 9.18. Taxes due--Notification thereof.

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

Section 9.19. Tax payment schedule.

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

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

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

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

Section 9.21. State, county and school taxes.

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

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

Section 9.22. Protection of city lien.

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

Section 9.23. Collection of delinquent taxes.

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

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

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

Fairchild Southbound to Ingalls
Ingalls Westbound into the south lot of Swartz Creek High

Under the direction and control of the office of the Chief of Police and in accordance with the stipulations and conditions set forth in the permit and application.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 120910-8D

MARATHON PROPERTY, DEMOLITION AGREEMENT & PERMIT

Motion by Councilmember: _____

I Move the City of Swartz Creek enter into an agreement with HPC L.L.C. of Durand Michigan, for the demolition of the structure at 7026 Miller Road, agreement as follows:

AGREEMENT & DEMOLITION PERMIT

Between

CITY OF SWARTZ CREEK

And

HCP L.L.C

This Agreement is between the City of Swartz Creek, a Michigan municipal corporation of 8083 Civic Drive, Swartz Creek, Michigan 48473 ("the City") and HCP, LLC, a Michigan limited liability company of 12568 Lansing Highway, Durand, Michigan 48429 ("HCP").

Recitals

WHEREAS, the City owns a parcel of property commonly known as 7026 Miller Road, Swartz Creek, Michigan 48473, and described more specifically in Exhibit "1" that is attached hereto ("the Property");

WHEREAS, HCP has entered into a Purchase and Development Agreement with the City concerning the Property and wishes to begin work on the Property in anticipation of the parties closing on the Purchase and Development Agreement;

WHEREAS, the City and HCP presently intend to close on the Purchase and Development Agreement but acknowledge that questions concerning the City's clear title prevent them from closing before HCP's work can begin;

WHEREAS, notwithstanding the unsettled nature of the Purchase and Development Agreement, the City is willing to permit HCP to begin work on the Property according to the terms and conditions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Upon receipt of all necessary permits by City, state or federal governmental regulatory bodies, HCP may enter onto the Property to demolish the structure located thereon, lawfully dispose of the remnants of that structure and excavate to a finish grade;
2. HCP acknowledges that asbestos or other hazardous materials might exist on the Property or in the

structure located thereon, and represents that it will adhere to all local, state or federal regulations concerning the handling, transport and disposal of all such materials. HCP, for itself and its agents, directors, employees, insurers and assigns, also agrees to indemnify and hold harmless the City (including its agents, employees, public officials and assigns) from all claims, demands, suits or causes of action that relate to or arise from (1) its handling, transport and disposal of any such hazardous substances located on the Property; and (2) its activities on the Property;

3. If the parties do not close on the Purchase and Development Agreement for any reason, the City shall pay HCP liquidated damages in an amount equal to the actual costs it incurred pursuant to this Agreement, not to exceed Twenty-Five Thousand Dollars (\$25,000.00);
4. The person signing this Agreement on behalf of HCP has full authority to execute this Agreement and to bind HCP and its agents, employees and successors.
5. This agreement shall be governed by, interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Michigan.
6. If any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this agreement which shall remain in full force and effect and enforceable in accordance with its terms.
7. **This agreement supersedes all previous or contemporaneous negotiations and/or agreements and constitutes the entire agreement between the parties. No verbal statements or prior written materials not specifically incorporated in this agreement have been relied upon by the parties in entering into this agreement.**
8. The City and HCP acknowledge that HCP is an independent contractor, is not subject to or covered by the personnel policies and procedures of the City, and is not entitled to any of the employee benefits described or provided therein.
9. **HCP agrees that all work and subsequent demolition on the property will be performed by qualified contractors and sub-contractors that are insured and licensed to do business in the State of Michigan.**
10. HCP shall be required to secure automobile, casualty and worker's compensation insurance coverage, and shall name the City as an additional insured on all such policies of insurance, which policies shall provide for public liability coverage of not less than \$100,000.00, and include at least \$25,000.00 in coverage for property damage.

CITY OF SWARTZ CREEK

HCP, LLC

Richard Abrams, Mayor

Its:

Juanita Aguilar, Clerk

Witness

Witness

Approved as to form:
Michael J. Gildner, City Attorney

EXHIBIT "1"

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 48473-1627

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday August 27, 2012 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 08/27/2012

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, Shumaker.

Councilmembers Absent: Porath.

Staff Present: City Manager Paul Bueche, City Clerk Juanita Aguilar, DPS Director Tom Svrcek, City Attorney Mike Gildner.

Others Present: Tommy Butler, Boots Abrams, Bob Plumb, Sharon Shumaker, Ron Schultz, Steve Shumaker, John Gilbert, Lee Hubbard, Lou Fleury.

Mayor Abrams presented a \$200.00 check that he received from Monte Morgan. Mrs. Morgan wanted the money donated to the K-9 program. Mr. Abrams stated that Mrs. Morgan has been informed that her cancer has returned.

APPROVAL OF MINUTES

Resolution No. 120827-01

(Carried)

Motion by Mayor Pro-Tem Krueger
Second by Councilmember Binder

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held August 13, 2012, to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 120827-02

(Carried)

Motion by Councilmember Shumaker

Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the Agenda, as amended, for the Regular Council Meeting of August 27, 2012, to be circulated and placed on file.

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

NO: None. Motion Declared Carried.

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 120827-03

(Carried)

Motion by Councilmember Hicks

Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the City Manager's Report of August 27, 2012, to be circulated and placed on file.

Discussion took place.

YES: Hurt, Krueger, 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:

Lee Hubbard, 8333 Miller Road, wanted to publicly thank City Manager Bueche for spending more time than was necessary to explain the water/sewer readiness to serve fees.

COUNCIL BUSINESS:

Jim Florence & Bruce Lanning, Prayer Breakfast & Youth Program (Presentation)

Jim Florence began by asking Councilmembers to please pull their microphones closer so that they could be heard by the audience. Mr. Florence thanked everyone who was involved in the successful Art in the Park on Saturday. Mr. Florence stated that over 2,000 people attended the event. Mr. Florence spoke about the Swartz Creek Senior Center having a pancake breakfast on September 15, 2012. On September 22 the United Methodist Church will be having a BBQ dinner.

Bruce Lanning spoke about an event that the United Methodist Church will be sponsoring on October 26, 27, and 28. A video was shown about disabled professional bass fisherman Clay Dyer, who will speak to the students in Swartz Creek as well as at the men's prayer breakfast.

Appropriation & Bid Award, Sidewalk Repair

Resolution No. 120827-04

(Carried)

Motion by Councilmember Binder
Second by Councilmember Hurt

I Move the City of Swartz Creek accept the low bid of Curbcoco Inc. of Swartz Creek Michigan, for the repair of deteriorated sidewalk sections as designated by the City, the costs of such repairs being \$4.75 per S.F. 4", \$5.25 per S.F. 6", \$5.75 per S.F. 8", in accordance with the specifications as set forth in the bid documents. Property owners shall be billed the actual amount invoiced to the City for repairs, plus 10% processing and mailing, and further, failure to remit payment shall result in the assessment of those costs to the tax roll, in accordance with City Ordinance.

Discussion Ensued.

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

Winshall Park Fee Waiver Request, Scout Pack #357

Resolution No. 120827-05

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Binder

I Move the City of Swartz Creek approve the use of Winshall Park Main Pavilion, with waiver of fees, for Swartz Creek Cub Scout Pack #357's First Annual Get Together, on Saturday August 25, 2012.

Discussion Took Place.

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

Boards & Commissions Appointment: Board of Review Re-Appointment

Resolution No. 120827-06

(Carried)

Motion by Mayor Pro-Tem Krueger
Second by Councilmember Hurt

I Move the City of Swartz Creek re-appoint Robert Brown of 4359 Springbrook Drive, to the Swartz Creek Tax Board of Review, term to run from July 1, 2012 through June 30, 2015.

Discussion Ensued.

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

Boards & Commissions Appointment: FANG

Resolution No. 120827-07

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Binder

I Move the City of Swartz Creek concur with the Mayor's appointment of Councilmember Rae Lyn Hicks as Delegate to the Genesee County Narcotics Control (FANG) Board, the appointment of Chief Rick Clolinger as Alternate, and further, accept the resignation of Councilmember Curt Porath from the Genesee County Narcotics Control (FANG) Board, term to fill the remaining time left, from August 27, 2012 through November 12, 2012.

Discussion Took Place.

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

Boards & Commissions Appointment: Planning Commission Re-Appointments

Resolution No. 120827-08

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

I Move the City of Swartz Creek concur with the Mayor's re-appointment of Robert Florine, of 5914 Cross Creek and James Florence, of 4296 Springbrook, to the Swartz Creek Planning Commission, terms to run from July 1, 2012 through June 30, 2015.

Discussion Took Place.

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

Boards & Commissions Appointment: DDA Re-Appointment

Resolution No. 120827-09

(Carried)

Motion by Councilmember Binder
Second by Councilmember Hurt

I Move the City of Swartz Creek concur with the Mayor's re-appointment of Teresa Spence, of 11401 Miller, Gaines, to the Swartz Creek Downtown Development Authority, term to run from April 1, 2012 through March 31, 2016

Discussion Ensued.

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

Boards & Commissions Appointment: DDA Re-Appointment

Resolution No. 120827-10

(Carried)

Motion by Councilmember Hurt
Second by Mayor Pro-Tem Krueger

I Move the City of Swartz Creek concur with the Mayor's re-appointment of Mark Nemer, of 8122 West Hill Road Swartz Creek, to the Swartz Creek Downtown Development Authority, term to run from April 1, 2012 through March 31, 2016

Discussion Ensued.

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

2012-2016 Supervisor's Labor Agreement

Resolution No. 120827-11

(Carried)

Motion by Mayor Pro-Tem Krueger
Second by Councilmember Hurt

I Move the City of Swartz Creek approve the 2012-2016 Collective Bargaining Labor Agreement between the City and the Swartz Creek Supervisor's Association, a copy of which is attached hereto.

Discussion Took Place.

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

Decorative Streetlighting, Meijer

Resolution No. 120827-12

(Carried)

Motion by Councilmember Hurt
Second by Mayor Pro-Tem Krueger

I Move the Swartz Creek City Council approve an appropriation in the amount of \$18,700 plus 10% contingency, for the purchase of and installation of eleven streetlights, in accordance with plans submitted by Consumers Energy.

And Further, provided that it is a reimbursable expense from the street improvements that Meijer Inc has made.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

Boots Abrams, 5354 Greenleaf, thanked the City on behalf of the Kiwanis and the Women’s Club, for their cooperation and courtesies received with the use of Elms Road Park.

John Gilbert, 7459 Miller Road, spoke about the sidewalk specifications. Mr. Gilbert spoke about the sidewalks in front of the old Marathon station. Mr. Gilbert talked about the garbage collection and the fact that his trash container was left in the bicycle lane by the garbage company.

City Attorney Mike Gildner spoke about his presence at the meeting stating that he felt it was important to keep up with what is going on in the City.

REMARKS BY COUNCILMEMBERS:

Councilmember Shumaker, as a member of the Kiwanis Club, thanked the City for its cooperation with Elms Park. Mr. Shumaker stated that he thinks Elms Park is being overbooked.

Councilmember Hurt asked if the City attorneys routinely receive the agendas and information for the Council meetings. He was advised that they do.

Mayor Pro-Tem Krueger asked about the status of the City Manager’s contract.

Mayor Abrams expressed sadness about Monte Morgan’s illness and asked that she and her husband Bill Morgan, who is also in ill health, be in everyone’s thoughts and prayers.

Adjournment

Resolution No. 120827-13

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 8:04 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
AUGUST 2012**

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	23	0	0	0
#05-649	37	0	0	0
#07-375	221	11	0	0
#09-401	140	7	0	0
#09-226	7	1	0	0
#10-161	395	10	0	0
TOTAL	823	29	0	0

SWARTZ CREEK POLICE DEPT

Total Account Hours Summary Report

From: 08/01/2012 to 08/31/2012

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
ADMINISTRATIVE					
101 301 702.001	SUPERVISOR	244.000	7.000	1,809.250	38.000
101 301 702.002	CLERICAL	145.000	0.000	1,073.500	4.000
PROTECTION					
101 301 702.003	UNIFORMED	724.500	12.250	4,846.750	257.500
101 301 702.004	NON-UNIFORMED	4.000	0.000	34.750	0.000
101 301 702.005	TRAFFIC ENFORCEMENT	233.000	0.000	1,699.500	72.000
COMPLAINTS					
101 301 702.006	INVESTIGATIONS	132.000	0.000	942.000	6.750
101 301 702.007	COURT	13.500	6.000	42.500	16.000
TRAINING					
101 301 702.008	TRAINING	0.000	0.000	125.000	8.000
VACATION					
101 301 702.010	VACATION	47.000	0.000	494.500	0.000
HOLIDAY					
101 301 702.011	HOLIDAY	8.000	0.000	344.000	0.000
ABSENT					
101 301 702.012	ABSENT	29.000	0.000	219.500	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	41.000	0.000	261.000	3.000
101 302 702.002	CLERICAL	21.000	0.000	155.000	0.000
TRACK PROTECTION					
101 302 702.003	UNIFORMED	22.750	0.000	189.750	12.750
101 302 702.004	NON-UNIFORMED	1.000	0.000	2.500	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	0.000	0.000	845.500	72.750
101 303 702.004	NON-UNIFORMED	0.000	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	0.000	0.000	27.250	1.750
TRAINING					
101 304 702.008	TRAINING	16.000	0.000	136.000	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	0.000	1,296.000	36.000
COMPLAINTS					
265 333 702.006	INVESTIGATIONS	8.000	27.000	8.000	330.500
265 333 702.007	COURT	0.000	0.000	0.000	15.000
TRAINING					
265 333 702.008	TRAINING	0.000	0.000	8.000	0.000
NON-PRODUCTIVE					
265 333 702.010	VACATION	0.000	0.000	40.000	0.000
265 333 702.011	HOLIDAY	0.000	0.000	56.000	0.000
265 333 702.012	ABSENT	0.000	0.000	8.000	0.000
	TOTAL ALL HOURS	1,865.750	52.250	14,696.250	885.000

SWARTZ CREEK POLICE DEPT

Total Function Count

Month Ending: 08/31/2012

Account	Description	MTD Functions	YTD Functions
101 301 001.000	TRAFFIC VIOLATIONS	0	4
101 301 002.000	PARKING VIOLATIONS	4	50
101 301 003.000	VERBAL WARNINGS	97	613
101 301 004.000	WRITTEN WARNINGS	34	127
101 301 005.000	FELONY ARRESTS	1	23
101 301 006.000	MISDEMEANOR ARRESTS	35	230
101 301 007.000	CALLS RECEIVED	269	2178
101 301 008.000	TRAFF INJ ACCIDENTS	1	7
101 301 009.000	PROP DAMAG ACCIDENTS	7	63
101 301 010.000	SERVICE REQUESTS	1	9
101 301 011.000	MEETINGS	0	12
101 301 012.000	CONFERENCES	0	0
101 301 013.000	INITIATED CALLS	661	4486
101 301 014.000	DESK ASSIGNMENTS	133	886
101 301 015.000	BUSINESS CHECKS	1617	14372
101 301 016.000	VACATION CHECKS	141	2484
101 301 017.000	SUSP PERS CHECKED	44	201
TOTAL FUNCTIONS		3045	25745
101 302 002.000	PARKING VIOLATIONS	0	0
101 302 003.000	VERBAL WARNINGS	0	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	7	78
101 302 010.000	SERVICE REQUESTS	0	2
101 302 011.000	MEETINGS	0	1
101 302 012.000	CONFERENCES	0	1
101 302 013.000	INITIATED CALL	0	12
101 302 014.000	DESK ASSIGNMENTS	0	0
101 302 015.000	BUSINESS CHECKS	8	92
101 302 016.000	VACATION CHECKS	0	3
101 302 017.000	SUSP PERS CHECKED	0	0
TOTAL FUNCTIONS		15	190
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	0	46
101 303 010.000	SERVICE REQUESTS	0	0
101 303 011.000	MEETINGS	0	181
101 303 012.000	CONFERENCES	0	3

Account	Description	MTD Functions	YTD Functions
101 303 013.000	INITIATED CALL	0	608
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		0	898
101 304 001.000	TRAFFIC VIOLATIONS	0	0
101 304 001.003	DESK ASSIGNMENTS	0	0
101 304 002.000	PARKING VIOLATIONS	0	0
101 304 003.000	VERBAL WARNINGS	0	0
101 304 004.000	WRITTEN WARNINGS	0	0
101 304 005.000	FELONY ARRESTS	0	7
101 304 006.000	MISDEMEANOR ARRESTS	0	3
101 304 007.000	CALLS RECEIVED	0	29
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	0	26
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	2
101 304 019.000	VEHICLE SEARCHES	0	31
101 304 020.000	NARCOTIC SEARCHES	0	5
101 304 021.000	CURRENCY SEIZED	0	0
101 304 022.000	FORFEITURES	0	0
101 304 023.000	POSITIVE TRACKS	0	11
101 304 024.000	NEGATIVE TRACKS	0	4
101 304 025.000	AGENCY ASSISTS	0	19
101 304 026.000	DEMONSTRATIONS	0	0
101 304 027.000	AREA SEARCHES	0	1
TOTAL FUNCTIONS		0	138
TOTAL ALL FUNCTIONS		3060	26971

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date			
Traffic	All	08/01/2012	08/31/2012			
Number	Name	Date	Location	Description	Officer	Fine
T-1221342		08/01/12	I-69 NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1221343		08/01/12	I-69 NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1221344		08/01/12	MORRISH AT MARY	SEAT BELT DRIVER/PASSENGER		
T-1221227		08/01/12	ELMS NEAR YARMY	SEAT BELT DRIVER/PASSENGER		
T-1221345		08/01/12	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESE		
T-1221228-A		08/01/12	ELMS AT YARMY	EXCEEDED POSTED SPEED LIMIT		
T-1221228-B		08/01/12	ELMS AT YARMY	NO OPS IN POSSESSION		
T-1221346		08/01/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1221229		08/01/12	ELMS NEAR YARMY	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1221347		08/02/12	MILLER NEAR ELMS	HEADLIGHTS		
T-1221348		08/02/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1221230		08/02/12	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1221231		08/02/12	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1212343		08/02/12	ELMS NEAR MILLER	RIGHT OF WAY AT INTERSECTION		
T-1221254		08/03/12	MORRISH NEAR APPLE CREEK	EXCEEDED POSTED SPEED LIMIT		
T-1212305		08/05/12	I-69 NEAR MILLER	SUSP/REVOKED/NEVER APPL.		
T-1212344		08/05/12	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1221255		08/05/12	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1221256		08/05/12	SEYMOUR NEAR DURWOOD	EXCEEDED POSTED SPEED LIMIT		
T-1212345		08/05/12	I-69 NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1212303		08/05/12	MILLER AT MORRISH	NO PROOF INSURANCE/POSSESE		
T-1212304		08/05/12	SEYMOUR NEAR OAKVIEW	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1221349		08/06/12	MORRISH AT MILLER	NO TAIL/BRAKE LIGHTS		
T-1221358		08/06/12	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESE		
T-1221214		08/06/12	MORRISH AT MARY	NO PROOF INSURANCE/POSSESE		
T-1221215		08/07/12	MILLER AT ELMS	NO PROOF INSURANCE/POSSESE		
T-1221216-A		08/08/12	WINCHESTER VILLAGE – WINSTON	SUSP/REVOKED/NEVER APPL.		
T-1221216-B		08/08/12	WINCHESTER VILLAGE – WINSTON	FAIL TO SIGN REGISTRATION/NO		
T-1221216-C		08/08/12	WINCHESTER VILLAGE – WINSTON	NO PROOF INSURANCE/POSSESE		
T-1212549		08/08/12	MILLER NEAR BRISTOL	NO PROOF INSURANCE/POSSESE		
T-1212550		08/09/12	MORRISH NEAR I-69	HEADLIGHTS		
T-1221359-A		08/09/12	MILLER AT ELMS	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1221359-B		08/09/12	MILLER AT ELMS	NO PROOF INSURANCE/POSSESE		
T-1221350		08/11/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1221217-A		08/12/12	MORRISH NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1221217-B		08/12/12	MORRISH NEAR MILLER	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1221217-C		08/12/12	MORRISH NEAR MILLER	NO TAIL/BRAKE LIGHTS		
T-1221232		08/13/12	ELMS NEAR YARMY	EXCEEDED POSTED SPEED LIMIT		
T-1221233		08/13/12	ELMS NEAR YARMY	EXCEEDED POSTED SPEED LIMIT		
T-1221234		08/13/12	ELMS NEAR YARMY	EXCEEDED POSTED SPEED LIMIT		
T-1221235		08/13/12	WINCHESTER VILLAGE – WINSTON	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1221260		08/14/12	MILLER AT ELMS	DISREGARDED TRAFFIC SIGNAL/!		
T-1221257		08/14/12	ELMS AT MILLER	DISREGARDED TRAFFIC SIGNAL/!		
T-1221258		08/14/12	MILLER AT ELMS	DISREGARDED TRAFFIC SIGNAL/!		
T-1221259		08/14/12	MILLER AT ELMS	DISREGARDED TRAFFIC SIGNAL/!		
T-1221261		08/14/12	MILLER AT ELMS	DISREGARDED TRAFFIC SIGNAL/!		

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

Report Criteria:

Ticket Type	Officer	Start Date	End Date
Traffic	All	08/01/2012	08/31/2012

Number	Name	Date	Location	Description	Officer	Fine
T-1221236		08/14/12	MORRISH AT MILLER	NO PROOF INSURANCE/POSSESE		
T-1221262		08/14/12	ELMS AT MILLER	DISREGARDED TRAFFIC SIGNAL/A		
T-1221237		08/14/12	MORRISH AT MILLER	NO PROOF INSURANCE/POSSESE		
T-1221238		08/14/12	MILLER NEAR SCHOOL	SEAT BELT DRIVER/PASSENGER		
T-1221239		08/14/12	MORRISH NEAR WADE	EXCEEDED POSTED SPEED LIMIT		
T-1183750-A		08/14/12	MILLER NEAR HOLLAND	SUSP/REVOKED/NEVER APPL.		
T-1183750-B		08/14/12	MILLER NEAR HOLLAND	EXCESSIVE FUMES/SM.		
T-1212346-A		08/14/12	MILLER NEAR 2ND ST	SUSP/REVOKED/NEVER APPL.		
T-1212346-B		08/14/12	MILLER NEAR 2ND ST	TINTED WINDOWS/NO WINDSHIEI		
T-1212346-C		08/14/12	MILLER NEAR 2ND ST	DEFECTIVE TIRES		
T-1221360		08/15/12	MORRISH NEAR FORTINO	EXCEEDED POSTED SPEED LIMIT		
T-1221240-A		08/15/12	MILLER NEAR FAIRCHILD	EXCEEDED POSTED SPEED LIMIT		
T-1221240-C		08/15/12	MILLER NEAR FAIRCHILD	NO PROOF INSURANCE/POSSESE		
T-1221241		08/15/12	MILLER AT ELMS	DISREGARDED TRAFFIC SIGNAL/A		
T-1221242		08/15/12	DYE NEAR MILLER	FAIL TO STOP BEFORE ENTERINC		
T-1221361		08/15/12	MORRISH NEAR FORTINO	EXCEEDED POSTED SPEED LIMIT		
T-1221243		08/15/12	MILLER NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1221362		08/15/12	PARKRIDGE PKWY	SUSP/REVOKED/NEVER APPL.		
T-1221219-A		08/15/12	MORRISH NEAR MARY ST	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1221219-B		08/15/12	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESE		
T-1221376		08/16/12		VOID		
T-1212253		08/17/12	MILLER NEAR SCHOOL	SEAT BELT DRIVER/PASSENGER		
T-1212254		08/17/12	MILLER NEAR 3RD ST	SEAT BELT DRIVER/PASSENGER		
T-1212255		08/17/12	MILLER NEAR 3RD ST	NO PROOF INSURANCE/POSSESE		
T-1212256-A		08/17/12	MILLER NEAR 3RD ST	SEAT BELT 0-4 YR. RESTRAINT FF		
T-1212256-B		08/17/12	MILLER NEAR 3RD ST	SEAT BELT 0-4 YR. RESTRAINT FF		
T-1212258		08/17/12	MILLER NEAR SEYMOUR	NO PROOF INSURANCE/POSSESE		
T-1212257		08/17/12	MILLER NEAR SEYMOUR	SEAT BELT DRIVER/PASSENGER		
T-1221377		08/17/12	MORRISH NEAR I-69	FAIL TO SIGNAL TURN		
T-1221263		08/18/12	MILLER NEAR SPRINGBROOK	EXCEEDED POSTED SPEED LIMIT		
T-1221264		08/19/12	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1221265-A		08/19/12	ELMS NEAR MILLER	DISREGARDED TRAFFIC SIGNAL/A		
T-1221265-B		08/19/12	ELMS NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1220802-A		08/20/12	MILLER RD, 6200 BLK	NO REGISTRATION IN POSSESSIC		
T-1220802-B		08/20/12	MILLER RD, 6200 BLK	NO PROOF INSURANCE/POSSESE		
T-1220801-A		08/20/12	MILLER RD, 6200 BLK	NO CYLE/MOPED END.		
T-1220801-B		08/20/12	MILLER RD, 6200 BLK	NUMBER OF PASSENGERS/FAIL T		
T-1220801-C		08/20/12	MILLER RD, 6200 BLK	HELMET ON MOPED		
T-1221220		08/20/12	KROGER PARKING LOT	OWI		
T-1221378		08/21/12	BRISTOL NEAR CANTERBURY	EXCEEDED POSTED SPEED LIMIT		
T-1221221		08/21/12	MORRISH AT MARY	NO PROOF INSURANCE/POSSESE		
T-1221222		08/22/12	BRISTOL NEAR ELMS	EXCESSIVE FUMES/SM.		
T-1221266-A		08/23/12	MORRISH AT MILLER	DISREGARDED TRAFFIC SIGNAL/A		
T-1221226-B		08/23/12	MORRISH AT MILLER	NO PROOF INSURANCE/POSSESE		
T-1221380		08/24/12	BRISTOL NEAR HERITAGE	EXCEEDED POSTED SPEED LIMIT		
T-1221381		08/24/12	BRISTOL NEAR HERITAGE	EXCEEDED POSTED SPEED LIMIT		

Tickets so far: 92	Charges so far: 92	Fines Subtotal:	0.00
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Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date			
Traffic	All	08/01/2012	08/31/2012			

Number	Name	Date	Location	Description	Officer	Fine
T-1221223-A		08/25/12	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESS		
T-1221223-B		08/25/12	MORRISH NEAR MARY ST	NO PLATE/FAIL TO DISPLAY/EXPIR		
T-1221382		08/25/12	MORRISH NEAR MARY ST	SEAT BELT DRIVER/PASSENGER		
T-1221383		08/25/12	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESS		
T-1221384		08/25/12	MILLER AT MORRISH	SEAT BELT DRIVER/PASSENGER		
T-1221385		08/25/12	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESS		
T-1221224		08/26/12	MILLER AT MORRISH	NO PROOF INSURANCE/POSSESS		
T-1221386-A		08/26/12	I-69 & MILLER RD	SUSP/REVOKED/NEVER APPL.		
T-1221386-B		08/26/12	I-69 & MILLER RD	NO PLATE/FAIL TO DISPLAY/EXPIR		
T-1221386-C		08/26/12	I-69 & MILLER RD	EXCEEDED POSTED SPEED LIMIT		
T-1221387		08/26/12	MILLER NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1055109		08/26/12	BRISTOL NEAR CANTERBURY	EXCEEDED POSTED SPEED LIMIT		
T-1221225		08/26/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1221267		08/28/12	MILLER NEAR MORRISH	DISREGARDED TRAFFIC SIGNAL/A		
T-1221268		08/28/12	ELMS AT MILLER	DISREGARDED TRAFFIC SIGNAL/A		
T-1221276		08/30/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1221277		08/30/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1221389		08/30/12	MILLER AT ELMS	AUTH/ UNLIC TO OPERATE		
T-1221388-A		08/30/12	MILLER AT ELMS	SUSP/REVOKED/NEVER APPL.		
T-1221388-B		08/30/12	MILLER AT ELMS	DISREGARDED TRAFFIC SIGNAL/A		
T-1221388-C		08/30/12	MILLER AT ELMS	IMPROPER USE OF REGISTRATIO		
T-1221269		08/31/12	RAUBINGER NEAR MILLER	FAIR TO STOP FOR STOP SIGN		
Tickets Total: 114		Charges Total: 114		Fines Total:	0.00	

Uniform Crime Report

Report Criteria:

Start File Class	End File Class	Print Zeros?			
0100-0	9900-9	Yes			
Class	Description	AUG 2011	AUG 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	1	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	0	2	
1300-1	Non-Aggravated Assault	1	2	27	
1300-2	Aggravated/Felonious Assault	0	0	3	
1300-3	Intimidation/Stalking	2	0	2	
1400-0	Abortion	0	0	0	
2000-0	Arson	0	0	0	
2100-0	Extortion	0	0	0	
2200-1	Burglary - Forced Entry	2	1	16	
2200-2	Burglary - Entry Without Force (Intent to Commit)	0	0	3	
2200-3	Burglary - Entry Without Authority With or Without Force (No Intent)	1	0	0	
2200-4	Possession of Burglary Tools	0	0	0	
2300-1	Larceny - Pocketpicking	0	0	0	
2300-2	Larceny - Purse Snatching	0	0	1	
2300-3	Larceny - Theft from Building	1	0	4	
2300-4	Larceny - Theft from Coin-Operated Machine/Device	0	0	0	
2300-5	Larceny - Theft from Motor Vehicle	6	0	19	
2300-6	Larceny - Theft of Motor Vehicle Parts/Accessories	1	0	11	
2300-7	Larceny - Other	3	3	21	
2400-1	Motor Vehicle Theft	2	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	0	2	
2600-1	Fraud - False Pretense/Swindle/Confidence Game	1	1	9	
2600-2	Fraud - Credit Card/Automatic Teller Machine	2	1	4	
2600-3	Fraud - Impersonation	0	0	4	
2600-4	Fraud - Welfare Fraud	0	0	0	
2600-5	Fraud - Wire Fraud	0	0	1	
2600-6	Fraud - Bad Checks	1	0	0	
2700-0	Embezzlement	0	0	1	
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	AUG 2011	AUG 2012	YR TO DATE	
2900-0	Damage to Property	6	3	51	
3000-1	Retail Fraud - Misrepresentation	0	0	0	
3000-2	Retail Fraud - Theft	0	0	0	
3000-3	Retail Fraud - Refund/Exchange	0	0	0	
3500-1	Violation of Controlled Substance - Act	1	1	11	
3500-2	Narcotic Equipment Violations	0	0	1	
3600-1	Sexual Penetration Non-forcible - Blood/Affinity (CSC 1st/3rd Degr)	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	1	
3700-0	Obscenity	0	0	0	
3800-1	Family - Abuse/Neglect Nonviolent	1	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	2	0	2	
4200-0	Drunkenness - Except OUIL	0	0	0	
4800-0	Obstructing Police	2	0	9	
4900-0	Escape/Flight	0	0	0	
5000-0	Obstructing Justice	3	3	31	
5100-0	Bribery	0	0	1	
5200-1	Weapons Offense - Concealed	0	0	1	
5200-2	Weapons Offense - Explosives	0	0	0	
5200-3	Weapons Offense - Other	0	0	3	
5300-1	Disorderly Conduct	0	0	1	
5300-2	Public Peace - Other	1	0	8	
5400-1	Hit & Run Motor Vehicle Accident	1	2	20	
5400-2	Operating Under the Influence of Liquor or Drugs (OUIL or OUID)	0	1	5	
5400-3	Driving Law Violations	9	8	56	
5500-0	Health and Safety	3	1	8	
5600-0	Civil Rights	0	0	0	
5700-1	Trespass	0	0	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	1	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	AUG 2011	AUG 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 TRANSPO	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	0	2
9200-5	CIVIL INFRACTION - ALCOHOL POSSES.	0	0	0
9300-1	Property Damage Accident/Personal Injury	10	6	49
9300-2	NON-TRAFFIC PDA	4	0	31
9300-3	TRAFFIC VIOLATIONS/CIVIL INFRACTION	0	0	0
9300-4	TOWED VEHICLE	0	2	3
9300-5	TRAFFIC HAZARD/ABANDONED VEHICLE	0	0	0
9300-6	TRAFFIC POLICING	0	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	1	0	0
9800-3	PROPERTY INSPECTION	0	0	0
9800-4	OTHER INSPECTIONS/WEAPONS	5	6	49
9800-5	ALARMS	0	0	0
9800-6	CIVIL	0	0	10
9800-7	SUSPICIOUS SITUATION	1	2	13
9800-8	LOST AND FOUND PROPERTY	3	4	16
9800-9	OVERDOSE	0	0	2
9900-1	SUICIDE	1	0	8
9900-2	DOA - NATURAL	2	0	2
9900-3	MISSING PERSON	0	0	0
9900-7	SAFEKEEPING	0	0	0
9900-8	DEPARTMENTAL ASSIST	4	1	6
9900-9	GENERAL - NON CRIMINAL	6	2	28

Uniform Crime Report

Report Criteria:

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

Class	Description	AUG 2011	AUG 2012	YR TO DATE
Totals:		91	50	566

DPS ACTIVITY - AUGUST 2012

	REG	HOL	VAC	ABSENT	OT	DT
101 GENERAL FUND						
262.0 ELECTIONS	14.00		2.18	0.26		
781.0 AMPHI-PARK						
782.0 WINSHALL PARK	7.00	0.10	1.56	0.01		
783.0 ELMS PARK	51.00	0.10	2.57	0.12		
784.0 BICENT. PARK						
790.0 SENIOR CENTER/LIBRA	41.00	0.21	16.08	0.61		
792.0 P S BLDG	14.50	0.21	3.91	0.14		
793.0 CITY HALL	4.62	0.08	1.19	0.13		
794.0 COMM PROMO	7.00		2.08	0.05		
796.0 CEMETERY						
202 MAJOR STREET FUND						
429.0 SAFETY						
441.0 PARK & RIDE GARBAGE	9.00	0.10	2.02	0.06		
463.0 STREET MAIN	65.00	0.94	13.66	0.89		
474.0 TRAFFIC	12.00		3.52	0.16	2.00	
478.0 SNOW & ICE						
482.0 ADMIN	5.28		1.10	0.22		
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	46.00	0.52	19.28	0.27		
474.0 TRAFFIC	8.00		8.00			
478.0 SNOW & ICE						
482.0 ADMIN	5.28		1.10	0.22		
226 GARBAGE FUND						
528.0 COLLECT	38.00	2.81	0.27	0.34		
530.0 WOODCHIPPING	71.60		17.51	0.77		
782.0 WINSHALL PARK GARBA	24.00	0.31	7.41	0.15	6.50	6.00
783.0 ELMS PARK GARBAGE	27.00	0.31	8.41	0.15	6.00	6.00
793.0 CITY HALL	4.62	0.08	1.19	0.13		
590 WATER						
540.0 WATER SYSTEM	113.92		28.49	3.84		2.00
540.0 WATER-ON CALL	11.00	0.31	3.85	0.04		
542.0 READ & BILL	18.00	0.30	7.87	0.04		
793.0 CITY HALL	4.63	0.08	1.19	0.13		
591 SEWER						
536.0 SEWER SYSTEM	100.92		21.94	3.79		
536.0 SEWER-ON CALL	9.00	0.31	3.80	0.04		
537.0 LIFT STATION	14.00	0.21	3.57	0.14		
542.0 READ & BILL	9.00		1.87			
793.0 CITY HALL	4.63	0.08	1.17	0.13		
661 MOTOR POOL FUND						
795.0 CITY GARAGE	27.00	0.94	7.21	0.17		
DAILY HOURS TOTAL	767.00	8.00	194.00	13.00	14.50	14.00

Public Works
Monthly Work Orders
09/05/12

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
CHIP12-0018 COMPLETED	JE10-004154-0000-01	STEWART, PAUL 4154 JENNIE LN	08/21/12 08/21/12	TREE CHIPPING
ELEC12-0028 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/06/12 08/07/12	ELEC SETUP/TAKEDO
ELEC12-0029 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/08/12 08/08/12	ELEC SETUP/TAKEDO
FLAG12-0075 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/03/12 08/03/12	LOWER/RAISE FLAG
FLAG12-0076 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/07/12 08/07/12	LOWER/RAISE FLAG
FLAG12-0077 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/13/12 08/14/12	LOWER/RAISE FLAG
FLAG12-0078 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/15/12 08/15/12	LOWER/RAISE FLAG
FLAG12-0079 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/16/12 08/16/12	LOWER/RAISE FLAG
FLAG12-0080 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/15/12 08/15/12	LOWER/RAISE FLAG
FLAG12-0081	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/30/12	LOWER/RAISE FLAG
FLAG12-0082	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/31/12	LOWER/RAISE FLAG
FNRD12-0435 COMPLETED	SE20-005305-0000-01	CASEY, HAROLD 5305 SEYMOUR RD	08/08/12 07/31/12	FINAL READ
FNRD12-0441 COMPLETED	HE10-005213-0000-01	CARTER, CRAIG 5213 HELMSLEY DR	08/03/12 08/21/12	FINAL READ
FNRD12-0443 COMPLETED	FO10-005020-0000-04	MCCARTHY, JOSEPH 5020 FORD ST	08/02/12 08/03/12	FINAL READ
FNRD12-0444 COMPLETED	YA10-007036-0000-02	REDLICH, LANCE & KELLY 7036 YARMY DR	08/03/12 08/03/12	FINAL READ
FNRD12-0445 COMPLETED	BR20-007165-0000-04	WRIGHT, JOHN G. 7165 BRISTOL RD	08/10/12 08/10/12	FINAL READ
FNRD12-0446 COMPLETED	MI10-006033-0000-06	GRIWATSCH, MINDY & DAVID 6033 MILLER RD	08/13/12 08/13/12	FINAL READ
FNRD12-0447 COMPLETED	IN10-008129-0000-02	FANNIE MAE 8129 INGALLS ST	08/14/12 08/15/12	FINAL READ
FNRD12-0448 COMPLETED	SC20-005080-0000-04	SIEBERT, KARLA 5080 SCHOOL ST	08/16/12 08/20/12	FINAL READ
FNRD12-0449 COMPLETED	GR10-005326-0000-03	ONE WEST BANK 5326 GREENLEAF DR	08/20/12 08/17/12	FINAL READ

Work Order #	Location ID	Customer Name	Date Read	Type
Work Order Status		Service Address	Date Comp	
FNRD12-0450 CANCELLED	MI10-008092-0000-02	CUMMINGS, JEFFREY 8092 MILLER RD	08/20/12 08/20/12	FINAL READ
FNRD12-0451 COMPLETED	DO10-005234-0000-02	NILES, MICHAEL 5234 DON SHENK DR	08/21/12 08/21/12	FINAL READ
FNRD12-0452 COMPLETED	BA10-006230-0000-01	HANSEN, AARON 6230 BAINBRIDGE DR	08/22/12 08/24/12	FINAL READ
FNRD12-0453 COMPLETED	CH20-009103-0000-03	FANNIE MAE 9103 CHESTERFIELD DR	08/23/12 08/23/12	FINAL READ
FNRD12-0454 COMPLETED	MI10-007470-0000-01	DALBY, KNUD 7470 MILLER RD	08/24/12 08/24/12	FINAL READ
FNRD12-0457 COMPLETED	JE10-004029-0000-02	WILLIAMS, PAULA 4029 JENNIE LN	08/29/12 08/29/12	FINAL READ
FNRD12-0458 COMPLETED	HT10-003432-0000-03	NEMER, ELIZABETH 3432 HERITAGE BLVD	08/31/12 09/04/12	FINAL READ
FNRD12-0459	HI20-004203-0000-03	MAUL, PATRICE 4203 HICKORY LN	08/30/12	FINAL READ
FNRD12-0460	WO10-005332-0000-04	GODFREY, JARED & WENDY 5332 WORCHESTER DR	08/31/12	FINAL READ
FNRD12-0461 COMPLETED	DO10-005243-0000-02	MCGINNIS, TINA MARIE 5243 DON SHENK DR	08/31/12 09/04/12	FINAL READ
GWO12-0235 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/20/12 08/16/12	GENERIC WORK ORDE
GWO12-0239 COMPLETED	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	08/23/12 08/23/12	GENERIC WORK ORDE
GWO12-0240 COMPLETED	MI10-008048-0000-02	KUNZ, DAVID M 8048 MILLER RD	08/09/12 08/09/12	GENERIC WORK ORDE
GWO12-0241 COMPLETED	WI10-005363-0000-01	WINSHALL PARK 5363 WINSHALL DR	08/16/12 08/17/12	GENERIC WORK ORDE
GWO12-0242 CANCELLED	DA10-005173-0000-01	JURATICH, STEVEN 5173 DAVAL DR	08/29/12 08/29/12	GENERIC WORK ORDE
MNT12-0106 COMPLETED	CI10-008100-0000-01	PUBLIC SAFETY BUILDING 8100 CIVIC DR	08/15/12 08/17/12	BUILDING MAINTENA
MNT12-0107 COMPLETED	WI10-005363-0000-01	WINSHALL PARK 5363 WINSHALL DR	08/21/12 08/21/12	BUILDING MAINTENA
MNT12-0108	CI10-008100-0000-01	PUBLIC SAFETY BUILDING 8100 CIVIC DR	08/22/12	BUILDING MAINTENA
MNT12-0109	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	08/28/12	BUILDING MAINTENA
MNT12-0110 COMPLETED	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	08/30/12 08/31/12	BUILDING MAINTENA
MNT12-0111	MI10-006192-0000-01	POLASEK, JAMES 6192 MILLER RD	08/30/12	BUILDING MAINTENA
SIGN12-0006	WI10-005363-0000-01	WINSHALL PARK	08/22/12	CHECK TRAFFIC SIG

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		5363 WINSHALL DR	08/23/12	
STRT12-0030	YO10-009246-0000-01	SNEAR, JAMES H	08/13/12	STREET REPAIR
COMPLETED		9246 YOUNG DR	08/13/12	
TRIM12-0015	DO10-005148-0000-01	DE FLORIO, LINDA	08/13/12	TREE-TRIM
		5148 DON SHENK DR		
WOFF12-0747	CH20-008493-0000-04	WOODELL, TROY	08/09/12	WATER TURN OFF
COMPLETED		8493 CHESTERFIELD DR	08/09/12	
WOFF12-0748	DO10-005304-0000-02	THOMPSON, MATTHEW	08/09/12	WATER TURN OFF
COMPLETED		5304 DON SHENK DR	08/09/12	
WOFF12-0749	MI10-008169-0000-03	JAGGAER, MICHAEL	08/09/12	WATER TURN OFF
COMPLETED		8169 MILLER RD	08/09/12	
WOFF12-0750	GR10-005325-0000-01	WATSON, MICHAEL	08/16/12	WATER TURN OFF
COMPLETED		5325 GREENLEAF DR	08/16/12	
WTON12-0526	CH20-008493-0000-04	WOODELL, TROY	08/09/12	WATER TURN ON
COMPLETED		8493 CHESTERFIELD DR	08/09/12	
WTON12-0527	MI10-008169-0000-03	JAGGAER, MICHAEL	08/09/12	WATER TURN ON
COMPLETED		8169 MILLER RD	08/09/12	
WTON12-0528	CE10-009295-0000-02	GEMBARSKI, JOHN	08/13/12	WATER TURN ON
COMPLETED		9295 CEDAR CREEK CT	08/13/12	
WTON12-0529	GR10-005325-0000-01	WATSON, MICHAEL	08/17/12	WATER TURN ON
COMPLETED		5325 GREENLEAF DR	08/17/12	
WTON12-0530	SC20-005097-0000-02	SHEPPARD, SHIRLEY	08/17/12	WATER TURN ON
COMPLETED		5097 SCHOOL ST	08/17/12	
WTON12-0531	MI10-008092-0000-04	HUD	08/21/12	WATER TURN ON
COMPLETED		8092 MILLER RD	08/21/12	
WTON12-0532	GR10-005326-0000-03	ONE WEST BANK	08/29/12	WATER TURN ON
CANCELLED		5326 GREENLEAF DR	08/29/12	
WTON12-0533	DO10-005304-0000-02	THOMPSON, MATTHEW	08/30/12	WATER TURN ON
COMPLETED		5304 DON SHENK DR	08/30/12	

Total Records: 56

August 2012	MILES DRIVEN	GALLONS GAS PURCHASED	GALLONS DIESEL PURCHASED
#1 P/U 4WD			
#3 P/U 4WD	776	57	
07-03 P/U 4WD	311		25
09-03 P/U 4WD	492		28
#2 P/U 2WD	498	46	
#6-00 BACKHOE			
#9 DUMP			
#10 DUMP			
#11 DUMP	145	23	
#12-02 DUMP	10		
#12-04 DUMP	61		
#12-99 GENERATOR			
#9-02 BRUSH HOG			
#17 CASE BACKHOE			17
#19 JD TRACTOR			8
#06-99 BUCKET TRUCK	17	12	
#21 WOOD CHIPPER			24
#807 STREET SWEEPER	67		30
#42 ASPHALT HEATER			
#37 TRAIL ARROW			
#10-98 3" PUMP			
#28A 3" PUMP			
3" PUMP			
#30 4" PUMP			
#31 4" PUMP			
#32 4" PUMP			
1" PUMP			
S-10	156		
TOTAL	2533	138	132

08/01/2012

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 07/01/2012 - 07/31/2012

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
07/02/2012	36321	KENNETH SZMANSKY	CAMP 911 PRIZES, DRINKS, SNACKS	300.00
07/06/2012	36322	67TH DISTRICT COURT	BOND TRAFFIC TCKT 1221309 BRIAN CHAMBERS	130.00
07/06/2012	36323	ACE OUTDOOR SERVICES LLC	MOW 6289 BRISTOL	35.00
			MOW 4278 MORRISH	35.00
				70.00
07/06/2012	36324	ARROW UNIFORM RENTAL	MATS, SUPPLIES	27.56
			UNIFORMS, MATS, SUPPLIES, ENV.	76.24
				103.80
07/06/2012	36325	BARBARA GILL	UB REFUND 9279 CEDAR CREEK	220.89
07/06/2012	36326	C & H CONSTRUCTION CO INC	WATERMAIN REPAIR MORRISH RD	1,491.00
07/06/2012	36327	CITY OF SWARTZ CREEK	3/21-6/20/12 UB 4125 ELMS	261.89
			3/21-6/20/12 UB 5121 MORRISH	116.89
			3/21-6/20/12 UB 5363 WINSHALL	420.30
			3/21-6/20/12 UB 8059 FORTINO	1,152.53
			3/21-6/20/12 UB 8083 CIVIC	399.92
			3/21-6/20/12 UB 8095 CIVIC	209.51
			3/21-6/20/12 UB 8100 CIVIC	493.20
				3,054.24
07/06/2012	36328	COMCAST BUSINESS	7/1-7/31/12 PUBLIC SAFETY BLDG	141.85
07/06/2012	36329	DONALD KORTH	HP V1810-48G J9660A SWITCH	606.79
07/06/2012	36330	GILL ROYS HARDWARE	100 PSI PRESSURE GAUGE	6.99
			GRAY PAINT/BRUSH	7.38
			STRAINER/ELMS PARK	2.09
			ORANGE MARKING FLAG	11.99
			REPAIR LION HEAD FOUNTAIN/ELMS PARK	16.36
			FASTENERS TO REPAIR LION HEAD/ELMS PARK	1.05
			FASTENERS/DRILL BIT/SOAP	14.44
			CONCRETE MIX	4.98
			PINE-SOL CLEANER/PARKS	3.29
			JUNE 2012 DISCOUNT	(6.19)
				62.38
07/06/2012	36331	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND CC	300.00
07/06/2012	36332	MARK W NOTTLEY	SHARED SERVICES INITIATIVE	2,500.00
07/06/2012	36333	MID MICHIGAN MANUFACTURING	JET SWR MILLER/FAIRCHILD/MORRICH/CHURCH	765.00
07/06/2012	36334	NANCY MORGAN	REFUND/ELMS PARK CANCELLATION 9/9/12	100.00
07/06/2012	36335	ROBERT R DAVIS	APRIL-JUNE 2012 MECH/PLUMB INSP	2,375.00
07/06/2012	36336	ROWE PROFESSIONAL SERVICES	BRIDGE INSPECTIONS	573.25
07/06/2012	36337	ROWE PROFESSIONAL SERVICES	DESIGN AND CONST PLANS FOR MORRISH RD B	5,106.25
07/06/2012	36338	ROWE PROFESSIONAL SERVICES	WATER RELIABILITY STUDY	5,061.75
07/06/2012	36339	ROWE PROFESSIONAL SERVICES	CONST OBSERVATION WATER/SWR MEIJER	10,525.75
07/06/2012	36340	RWS OF MID MICHIGAN	GARBAGE/RECYCLING/YARD WASTE FY12	19,949.44
07/06/2012	36341	SCHAEFER'S OFFICE SOURCE	GARBAGE BAGS	111.29
07/06/2012	36342	SWANK MOTION PICTURE INC.	DVD KUNG FU PANDA 2 6/22/12 MOVIE NIGHT	321.00
07/06/2012	36343	VALLEY PETROLEUM	6/16-6/30/12 FUEL USAGE - POLICE	1,100.26
07/06/2012	36344	VALLEY PETROLEUM	6/16-6/30/12 FUEL USAGE - DPW	392.56
07/06/2012	36345	VIEW NEWSPAPER GROUP	WATER QUALITY REPORT PUBLISH 6/28/12	1,599.75
07/06/2012	36346	WALDORF AND SONS INC	REBUILT SILCOCK WITH HYDRANT KIT	218.00
07/12/2012	36347	AMERICAN MESSAGING	7/15-8/14/12 8108332563 8108331159	24.04
07/12/2012	36348	C & H CONSTRUCTION CO INC	WATERMAIN REPAIR 5210 WORCHESTER	1,044.00
			WATERMAIN REPAIR MORRISH I-69	1,765.87
			WATERMAIN REPAIR 4384 MORRISH RD	1,966.25

				4,776.12
07/12/2012	36349	CONSUMERS ENERGY	6/1-6/30/12 4524 MORRISH RD	41.53
07/12/2012	36350	CONSUMERS ENERGY	6/5-7/5/12 E 5257 WINSHALL DR	21.85
07/12/2012	36351	CONSUMERS ENERGY	6/5-7/5/12 A 5361 WINSHALL DR	21.85
07/12/2012	36352	CONSUMERS ENERGY	6/5-7/5/12 E WINSHALL RESTROOMS	49.22
07/12/2012	36353	CONSUMERS ENERGY	6/6-7/3/12 A 8059 FORTINO DR	36.52
07/12/2012	36354	CONSUMERS ENERGY	6/6-7/3/12 A 8083 CIVIC DR	825.78
07/12/2012	36355	CONSUMERS ENERGY	6/6-7/3/12 A 8095 CIVIC DR	1,082.56
07/12/2012	36356	CONSUMERS ENERGY	6/6-7/3/12 A 8100 CIVIC DR	895.42
07/12/2012	36357	CONSUMERS ENERGY	6/5-7/5/12 A 8301 CAPPY LN	230.65
07/12/2012	36358	CONSUMERS ENERGY	6/5-7/5/12 A 9099 MILLER RD	35.07
07/12/2012	36359	CONSUMERS ENERGY	6/1-6/30/12 ELMS PARKING LOT	28.57
07/12/2012	36360	CONSUMERS ENERGY	6/1-6/30/12 SIRENS	24.45
07/12/2012	36361	CONSUMERS ENERGY	6/1-6/30/12 TRAFFIC LIGHTS	344.57
07/12/2012	36362	CONSUMERS ENERGY	6/1-6/30/12 STREET LIGHTS	9,560.70
07/12/2012	36363	DENNIS MITCHELL	CHIPPING 6/27/12	200.00
07/12/2012	36364	FAMILY FARM AND HOME INC	SCREWDRIVERS (2)/PLIERS (2)	13.69
			ORTHO SPRAY	13.99
				27.68
07/12/2012	36365	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
07/12/2012	36366	GOV'T FINANCE OFFICERS ASSOC	NEW GAAFR (BOOK)/INTERNET TRAINING GAAFF	159.00
07/12/2012	36367	KENNETH SZMANSKY	COPAY REIMBURSEMENTS	198.70
07/12/2012	36368	LEXISNEXIS OCC HEALTH SOLUTI	CLINICAL COLLECTION/MILEAGE	29.70
07/12/2012	36369	RODNEY GARDNER	MEDICAL REIMBURSEMENT	60.00
07/12/2012	36370	SIMEN FIGURA & PARKER PLC	JUNE 2012 GENERAL/TRAFFIC/ORDIN	2,653.50
07/12/2012	36371	SPRINGBROOK EAST CONDO ASS	MOWING OF SBE VACANT LOTS	104.40
07/12/2012	36372	STATE OF MICHIGAN-DEQ WTR	WATER SAMPLE 5121 MORRISH	16.00
07/12/2012	36373	SWANK MOTION PICTURE INC.	DVD CLOUDY CHANCE MEATBALLS 7/6/12 MOVIE	321.00
07/12/2012	36374	THOMAS SVRCEK	COPAY REIMBURSEMENT	322.65
07/12/2012	36375	VALLEY PETROLEUM	DIESEL FUEL/CAPPY LIFT STATION	103.26
07/12/2012	36376	VETERINARY TEACHING HOSPITA	REPAIR K-9 IKE'S TOOTH	754.65
07/12/2012	36377	WALDORF AND SONS INC	INSTALL WATER HEATER/FIRE STATION	580.00
07/16/2012	36378	CONSUMERS ENERGY	INSTALL DECORATIVE LIGHTING FORINO DR CD	25,732.60
07/19/2012	36379	ADAM H ZETTEL	CONSULTING SERVICES	438.75
07/19/2012	36380	AMERAPLAN INC	HEALTH BILLING FOR AUGUST 2012	254.25
07/19/2012	36381	ARROW UNIFORM RENTAL	MATS, SUPPLIES	27.56
			UNIFORMS, MATS, SUPPLIES, ENV.	76.24
				103.80
07/19/2012	36382	BETTY SHANNON	PER CONTRACT REIMB JULY 2012	75.00
			PER CONTRACT REIMB JUNE 2012	75.00
				150.00
07/19/2012	36383	BLUE CARE NETWORK-EAST MI	AUG 2012 RETIREE MED INS KELLY	460.05
			AUG 2012 RETIREE MED INS PETRUCHA	1,068.11
			AUG 2012 RETIREE MED INS TYLER	460.05
			AUG 2012 RETIREE MED INS SHANNON	460.05
			AUG 2012 CLAIM TAX ASSESSMENT	139.36
			STORMS ADJ JUNE-JULY 2012	(1,118.14)
				1,469.48
07/19/2012	36384	CITY OF SWARTZ CREEK	PETTY CASH REIMBURSEMENT	88.78
07/19/2012	36385	CITY OF SWARTZ CREEK	SUMMER 2012 PROP TAXES 58-36-578-018	43.84
07/19/2012	36386	CITY OF SWARTZ CREEK	PETTY CASH REIMBURSEMENT	190.79
07/19/2012	36387	COMCAST BUSINESS	7/26-8/25/12 CITY HALL	275.80
07/19/2012	36388	CONSUMERS ENERGY	6/6-7/3/12 A 5121 MORRISH RD	221.18
07/19/2012	36389	CONSUMERS ENERGY	6/6-7/3/12 A 8011 MILLER RD	21.98
07/19/2012	36390	CONSUMERS ENERGY	6/5-7/5/12 A 8499 MILLER RD	20.85
07/19/2012	36391	CONSUMERS ENERGY	6/8-7/6/12 E 4125 ELMS RD	26.88
07/19/2012	36392	CONSUMERS ENERGY	6/8-7/6/12 E 4125 ELMS RD PAVILION	26.59
07/19/2012	36393	CONSUMERS ENERGY	6/7-7/6/12 E 6425 MILLER RD PARK & RIDE	56.53

07/19/2012	36394	DELTA DENTAL PLAN	AUG 12 DENTAL-RETIREEES (4) ADJ STORMS-TX	329.60
07/19/2012	36395	DONALD KORTH	RESOLVE POWER OUTAGE ISSUE BUILT NEW MAIL SERVER/FTP SERVER	75.00 2,000.00
				2,075.00
07/19/2012	36396	GENESEE CTY DRAIN COMMISSIO	SEWER APRIL-JUNE 2012	143,828.42
07/19/2012	36397	GENESEE CTY DRAIN COMMISSIO	5/30-6/27/12 COMM/READY TO SERVE	89,132.88
07/19/2012	36398	GIVE 'EM A BRAKE SAFETY	SIGNS DETOUR/RD CLOSED/BARRICADE	1,482.19
07/19/2012	36399	GOV'T FINANCE OFFICERS ASSOC	NEW GAAFR (BOOK)/INTERNET TRAINING GAAFF	85.00
07/19/2012	36400	KENNETH SZMANSKY	BALANCE OF CAMP 911 SUPPLIES	13.79
07/19/2012	36401	MICHIGAN MUNICIPAL LEAGUE	POOL RENEWAL PREMIUM 7/1/12-7/1/13	61,955.00
07/19/2012	36402	MICHIGAN PIPE AND VALVE	REPAIR CLAMP	978.50
07/19/2012	36403	MY-CAN LLC	6/26-7/24/12 2 PORTAJON RENTALS	280.00
07/19/2012	36404	NEXTEL COMMUNICATIONS	JUNE 2012 MONTHLY BILL	505.22
07/19/2012	36405	ROYALTY SERVICES INC	MOW & TRIM 5/14/12 CITY PROPERTIES MOW & TRIM 6/26/12 CITY PROPERTIES MOW & TRIM 7/10/12 CITY PROPERTIES MOW & TRIM 7/3/12 CITY PROPERTIES	815.00 815.00 815.00 815.00
				3,260.00
07/19/2012	36406	SUBURBAN AUTO SUPPLY	MAGNET PICKUP TOOL	4.97
07/19/2012	36407	SWANK MOTION PICTURE INC.	DVD ADVENTURES TINTIN 7/20/12 MOVIE NIGH	321.00
07/19/2012	36408	SWARTZ CREEK AREA FIRE DEPT	JUNE 2012 MONTHLY RUNS	3,694.01
07/19/2012	36409	SWARTZ CREEK GLASS	REPLACE GLASS RIGHT FRONT DOOR	134.96
07/19/2012	36410	UNUM LIFE INSURANCE	AUGUST 2012 LIFE INS SHANNON/SNELL	15.74
07/19/2012	36411	VALLEY PETROLEUM	DIESEL FUEL/LIFT STATION	154.62
07/19/2012	36412	VALLEY PETROLEUM	7/1-7/15/12 FUEL USAGE - POLICE	1,112.24
07/19/2012	36413	VALLEY PETROLEUM	7/1-7/15/12 FUEL USAGE - DPW	313.25
07/26/2012	36414	67TH DISTRICT COURT	BOND FOR TRAFFIC TICKET 1221332 12-487	175.00
07/26/2012	36415	ARROW UNIFORM RENTAL	UNIF, MATS, SUPPL, ENV. UNIFORMS, MATS, SUPP, ENV MATS, SUPPLIES MATS, SUPPLIES	76.24 89.63 27.56 27.56
				220.99
07/26/2012	36416	GEN CTY ROAD COMMISSION	ROAD SIGNS JUNE 2012 S-MTCE & OPERATIONS	345.65 985.16
				1,330.81
07/26/2012	36417	GENESEE CTY DRAIN COMMISSIO	4176 MTN ASH WATER TAP	1,000.00
07/26/2012	36418	GREG RACOSTA	REIMBURSE COPAYS	250.00
07/26/2012	36419	GUNTHERS LOCKSMITH SERVICE	SERV BACK DOOR LOCK	65.00
07/26/2012	36420	KLEE MFG & DIST	US FLAG/VET MEMORIAL 6 FLAGS/VETS MEMORIAL	63.00 329.70
				392.70
07/26/2012	36421	LANDMARK APPRAISAL CO	ASSESSOR SERVICES NOV 1, 2011-OCT 31, 20	2,233.33
07/26/2012	36422	PALMER, ANNA	PARK RES CANCELLED 8/12/12	100.00
07/26/2012	36423	PAUL BUECHE	CO-PAY REIMBURSEMENT	467.70
07/26/2012	36424	ROWE PROFESSIONAL SERVICES	DESIGN AND CONST PLANS FOR MORRISH RD B	406.00
07/26/2012	36425	ROWE PROFESSIONAL SERVICES	SURVEY/DESIGN/BID PREP/TABLTN/SEWER LINE	812.00
07/26/2012	36426	ROWE PROFESSIONAL SERVICES	DESIGN AND CONST PLANS FOR MORRISH RD B	8,943.00
07/26/2012	36427	ROWE PROFESSIONAL SERVICES	WATER RELIABILITY STUDY	116.00
07/26/2012	36428	ROWE PROFESSIONAL SERVICES	SURVEY/DESIGN/BID PREP/TABLTN/SEWER LINE	1,007.50
07/26/2012	36429	ROWE PROFESSIONAL SERVICES	MEIJER DEV- WATER/SEWER	7,282.00
07/26/2012	36430	ROWE PROFESSIONAL SERVICES	PERF ARTS CENTER- WATER MAIN	2,426.00
07/26/2012	36431	ROYALTY SERVICES INC	MOW & TRIM CITY PROP 7/17/12 TOPSOIL/SAND	815.00 1,050.00
				1,865.00

07/26/2012	36432	SALLY M ADAMS	JULY/AUG 2012 REIMB MEDCAL	476.00
			MAY/JUN RET MEDICAL	476.00
				952.00

GEN TOTALS:

Total of 112 Disbursements: 449,558.21

09/05/2012

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 08/01/2012 - 08/31/2012

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
08/02/2012	36433	A+ SUPPLY CO INC	BALLAST (2)/LIGHT BULBS (30)	70.68
08/02/2012	36434	ACE ASPHALT & PAVING CO INC	COLD PATCH	1,016.96
08/02/2012	36435	CAPITAL TIRE	(2) P225/60R18 EAGLE RSA TIRES	249.10
08/02/2012	36436	COMCAST BUSINESS	8/1-8/31/12 PUBLIC SAFETY BUILDING	141.85
08/02/2012	36437	DONALD KORTH	RESOLVE ISSUE EZ-POLICE	75.00
			REBUILD DELL WORKSTATION AT POLICE	150.00
				225.00
08/02/2012	36438	ELITE BUSINESS PRODUCTS	OFFICE SUPPLIES	11.90
08/02/2012	36439	FORE BURKESHIRE POINTE LIMITED	REF MTT #387973 58-35-400-018	7,320.91
			INT REFUND 58-35-400-018 #387973	7.67
				7,328.58
08/02/2012	36440	GREAT LAKES EMERGENCY PRODUCTS LLC	RADIO REPAIR 10-161	128.21
08/02/2012	36441	ID WHOLESALER	CLEANING KIT FOR ID MACHINE	38.16
08/02/2012	36442	JUANITA AGUILAR	ADVANCE FOR ELECTION AUGUST 7TH	100.00
08/02/2012	36443	L E O R T C	2012 SPRING LED	852.30
08/02/2012	36444	LETAVIS ENTERPRISES INC.	55 VEH WASHES MAY-JUNE 2012 @6.75 EACH	371.25
08/02/2012	36445	PURCHASE POWER	POSTAGE TAX BILLS/FLOOD CLAIM LETTERS	269.99
			POSTAGE/REFILL TRANS FEE	1,519.99
				1,789.98
08/02/2012	36446	RONALD FLORE	UB REFUND FOR 9112 CHESTERFIELD	56.79
08/02/2012	36447	ROYALTY SERVICES INC	MOW & TRIM 7/24/12 CITY PROPERTIES	815.00
08/02/2012	36448	SCHAEFER'S OFFICE SOURCE	CALC TAPE/MAIL LABELS/PENS/POSTAGE INK	171.32
08/02/2012	36449	SUBURBAN AUTO SUPPLY	MINI LAMP FOR TRUCK	1.89
			OIL FILTER	3.99
			OIL STABILIZER/AIR FILTER/OIL FILTER	54.95
				60.83
08/02/2012	36450	SWARTZ CREEK AREA SENIOR CITZ.	CDBG REIMB TO SENIOR CENTER FY11	3,277.26
08/02/2012	36451	UNITED METHODIST CHURCH -SW CK	AUGUST 7TH PRIMARY ELECTION	700.00
08/02/2012	36452	VALLEY PETROLEUM	7/16-7/31/12 FUFEL USAGE - POLICE	1,014.13
08/02/2012	36453	VALLEY PETROLEUM	7/16-7/31/12 FUEL USAGE - DPW	437.59
08/02/2012	36454	VILLAGE CLEANERS	JUNE 2012 UNIFORM DRY CLEANING	136.75
08/02/2012	36455	WINDER POLICE EQUIPMENT	RUB-MOLD 300 VERT PB 300	42.74
08/09/2012	36456	ACE OUTDOOR SERVICES LLC	MOW 5017 THIRD 8/2/12	35.00
			MOW 4056 ELMS 8/2/12	35.00
			MOW 4278 MORRISH RD 8/3/12	35.00
			MOW 6289 BRISTOL 8/3/12	35.00
				140.00
08/09/2012	36457	ADAM H ZETTEL	CONSULTING SERVICES	276.25
08/09/2012	36458	AED SUPERSTORE	AED PADS	333.00
08/09/2012	36459	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	75.89
			MATS, SUPPLIES	27.44
				103.33
08/09/2012	36460	BRADYS BUSINESS SYSTEMS	COPY MACH MAINT AGREEMNT 7/15-8/15/12	58.56
08/09/2012	36461	BS & A SOFTWARE	ASSESSING ANNUAL SERV 8/1/12-8/1/13	1,100.00
08/09/2012	36462	C & H CONSTRUCTION CO INC	FIRE HYDRANT REPAIR 8313 MILLER	1,550.00
			GATE VALVE REPLACEMENT HIGH SCHOOL	1,840.25

			ADJ WATER CHAMBER COVER	424.00
			WATER VALVE CHAMBER REPAIR	475.54
				4,289.79
08/09/2012	36463	CONSUMERS ENERGY	7/1-7/31/12 4524 MORRISH RD	41.54
08/09/2012	36464	CONSUMERS ENERGY	7/1-7/31/12 ELMS PARKING LOT	28.54
08/09/2012	36465	CONSUMERS ENERGY	7/1-7/31/12 STREET LIGHTS	9,583.47
08/09/2012	36466	CONSUMERS ENERGY	7/1-7/31/12 SIRENS	26.11
08/09/2012	36467	CONSUMERS ENERGY	7/1-7/31/12 TRAFFIC LIGHTS	371.38
08/09/2012	36468	CONSUMERS ENERGY	7/6-8/2/12 E 5257 WINSHALL DR	22.31
08/09/2012	36469	CONSUMERS ENERGY	7/6-8/2/12 E 5361 WINSHALL DR	22.31
08/09/2012	36470	CONSUMERS ENERGY	7/6-8/2/12 E WINSHALL RESTROOMS	41.40
08/09/2012	36471	CONSUMERS ENERGY	7/4-8/2/12 E 8059 FORTINO DR	42.06
08/09/2012	36472	CONSUMERS ENERGY	7/4-8/3/12 A 8011 MILLER RD	22.31
08/09/2012	36473	CONSUMERS ENERGY	7/6-8/3/12 A 8301 CAPPY LN	213.13
08/09/2012	36474	CONSUMERS ENERGY	7/6-8/3/12 A 8499 MILLER RD	22.95
08/09/2012	36475	CONSUMERS ENERGY	7/6-8/2/12 A 9099 MILLER RD	34.85
08/09/2012	36476	CREEK AUTO SERVICES LLC	LOF MONTH MAINT BRAKE LIGHT 09-401	32.95
			LOF MONTHLY MAINT 10-161	29.95
			ALTERNATOR/BELT 07-375	335.96
				398.86
08/09/2012	36477	DENNIS MITCHELL	CHIPPING 7/12/12 DUE TO STORM	6,890.00
08/09/2012	36478	ELITE BUSINESS PRODUCTS	OFFICE SUPPLIES	78.71
08/09/2012	36479	ENCORE PROMOTIONS	150 T-SHIRTS CAMP 911/SCREENS/SHIPPING	863.00
08/09/2012	36480	GILL ROYS HARDWARE	YARD WASTE BAGS	13.98
			ADJ BALLCOCK/SOAP	13.98
			4 PACK D BATTERIES	17.98
			GREEN SPRAY PAINT	11.98
			UTILITY PUMP	59.99
			M6 FILTERS (4)	14.76
			AAA BATTERIES	13.99
			SHIPPING	11.21
			PINE-SOL/HAND SPRAYER/HOSE END	32.27
			TRIMMER LINE	8.59
			DOUBLE HINGE HASP	9.79
			SAFETY HASP	5.69
			RETURN SAFETY HASP	(5.69)
			JULY 2012 DISCOUNT	(19.75)
				188.77
08/09/2012	36481	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND C	300.00
08/09/2012	36482	INTERACT PUBLIC SAFETY SYSTEMS	ANNUAL SOFTWARE MAINT 8/1/12-7/31/12	2,425.00
08/09/2012	36483	MARK W NOTTLEY	SHARED SERVICES INITIATIVE	4,500.00
08/09/2012	36484	MCLAREN MEDICAL MANAGEMENT INC	HEP B INJ SANFORD	53.00
08/09/2012	36485	MICHIGAN PIPE AND VALVE	VALVE/RETAINER GLAND/BOLT & GASKET PACI	614.33
08/09/2012	36486	MID MICHIGAN MANUFACTURING	JETTED PLUG AT SCHOOL	225.00
08/09/2012	36487	MLIVE MEDIA GROUP	SIDEWALK REPAIR BIDS AD 7/19/12	107.09
08/09/2012	36488	ROYALTY SERVICES INC	MOW & TRIM 7/31/12 CITY PROPERTIES	815.00
08/09/2012	36489	RWS OF MID MICHIGAN	FY13 GARBAGE/RECYCLING/YARD WASTE	20,554.56
08/09/2012	36490	SCHAEFER'S OFFICE SOURCE	OFFICE SUPPLIES	52.34
08/09/2012	36491	SWANK MOTION PICTURE INC.	DVD ALICE WONDERLAND 8/3/12 MOVIE NIGHT	321.00
08/09/2012	36492	UNEMPLOYMENT INSURANCE AGENCY	BENEFIT CHARGES PERIOD END 12/31/11	8,018.22
08/09/2012	36493	VERMEER OF MICHIGAN	BLADE SHARPENING/SHIPPING	44.71
08/09/2012	36494	WALDORF AND SONS INC	CAMERA SEWER MAIN NEAR CRAPO SCHOOL	612.50
08/16/2012	36495	AICPA	STATE & LOCAL GOVT 2012	60.83
08/16/2012	36496	AMERICAN MESSAGING	8/15-9/14/12 810-833-2563 810-833-1159	24.04
08/16/2012	36497	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	75.89
			MATS, SUPPLIES	27.44
				103.33
08/16/2012	36498	BLUE CARE NETWORK-EAST MI	SEPT 2012 RETIREE MED INS KELLY	460.05
			SEPT 2012 RETIREE MED INS PETRUCHA	1,068.11

			SEPT 2012 RETIREE MED INS TYLER	460.05
			SEPT 2012 RETIREE MED INS SHANNON	460.05
			SEPT 2012 CLAIM TAX ASSESSMENT	148.76
				2,597.02
08/16/2012	36499	C & H CONSTRUCTION CO INC	GUARD RAIL REPLACEMENT MORRISH/I-69	1,682.00
08/16/2012	36500	CONSUMERS ENERGY	7/4-8/2/12 E 8083 CIVIC	1,054.05
08/16/2012	36501	CONSUMERS ENERGY	7/4-8/2/12 A 8095 CIVIC DR	1,142.13
08/16/2012	36502	CONSUMERS ENERGY	7/4-8/2/12 E 8100 CIVIC DR	1,021.29
08/16/2012	36503	CONSUMERS ENERGY	7/7-8/6/12 A 4125 ELMS RD PAVILION	23.25
08/16/2012	36504	CONSUMERS ENERGY	7/7-8/6/12 E 4125 ELMS RD	27.10
08/16/2012	36505	CONSUMERS ENERGY	7/4-8/3/12 A 5121 MORRISH RD	232.34
08/16/2012	36506	CONSUMERS ENERGY	7/7-8/6/12 A 6425 MILLER RD PARK & RIDE	59.78
08/16/2012	36507	CONSUMERS ENERGY	ANNUAL PROP RENTAL FLINT TWP	25.00
08/16/2012	36508	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
08/16/2012	36509	GOV'T FINANCE OFFICERS ASSOC.	MEMB RENEWAL CLARK 10/1/12-9/30/13	170.00
08/16/2012	36510	LEON BUNING	ELEC INSP JUNE-JULY 2012	520.00
08/16/2012	36511	MY-CAN LLC	7/25-8/22/12 PORTAJON RENTALS PARKS	280.00
08/16/2012	36512	NEXTEL COMMUNICATIONS	JULY 2012 MONTHLY BILL	505.87
08/16/2012	36513	ROYALTY SERVICES INC	MOW & TRIM 8/6/12 CITY PROPERTIES	815.00
			MOW ISLND/LT CTY GRLL 4/16 4/23 5/21 6/5	800.00
				1,615.00
08/16/2012	36514	SIMEN FIGURA & PARKER PLC	JULY 2012 GENERAL/TRAFFIC/ORDIN	2,451.50
08/16/2012	36515	STATE OF MICHIGAN	LIC PLATE TABS 05-168	13.00
			LIC PLATE TABS 05-649	13.00
				26.00
08/16/2012	36516	SUBURBAN AUTO SUPPLY	HITCH PIN & CLIP	8.98
08/16/2012	36517	SWARTZ CREEK AREA FIRE DEPT.	JULY 2012 MONTHLY RUNS	1,703.53
08/16/2012	36518	SWARTZ CREEK ELEVATOR	50 LB RYE GRASS SEED	15.00
			100 LB RYE GRASS SEED	30.00
				45.00
08/16/2012	36519	SWARTZ CREEK SCHOOLS	10 CASES OF COPY PAPER	248.70
08/16/2012	36520	UNUM LIFE INSURANCE	SEPT 2012 LIFE INS SHANNON/SNELL	15.74
08/23/2012	36521	ACE OUTDOOR SERVICES LLC	MOW 9044 CHELMSFORD 7/13/12	35.00
			MOW 5256 DON SHENK 7/13/12	35.00
			MOW 6285 ARLINGTON 8/17/12	35.00
			MOW 9027 MILLER 8/17/12	35.00
				140.00
08/23/2012	36522	AMERAPLAN INC	SEPT 2012 MONTHLY BILLING FOR HEALTH	254.25
08/23/2012	36523	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	89.23
			MATS, SUPPLIES	27.44
				116.67
08/23/2012	36524	ATHERTON ROAD SALES & SERVICE	POWER TRIMMER	618.99
08/23/2012	36525	BANACOM INSTANT SIGNS	SIGNS & BANNER COPS IN THE PARK	161.75
08/23/2012	36526	BETTY SHANNON	PER CONTRACT REIMB AUG-SEPT 2012	150.00
08/23/2012	36527	BRADYS BUSINESS SYSTEMS	COPY MACH MAINT AGREEMENT 8/15-9/15/12	58.56
08/23/2012	36528	CITY OF SWARTZ CREEK	PETTY CASH REIMBURSEMENT	171.97
08/23/2012	36529	COMCAST BUSINESS	8/26-9/25/12 CITY HALL	275.80
08/23/2012	36530	CREEK AUTO SERVICES LLC	05-168 REPLACE BATTERY	129.00
			07-375 REPLC UP CNTRL ARM/BALL JNTS/LOF	502.95
			10-161 REPLACE FRONT BRAKES/ROTORS/LOF	240.45
			07-375 REPLACE EXHAUST/F RADIUS ARMS	543.12
			07-375 REPLACE STOP LIGHT SWITCH	68.00

				1,483.52
08/23/2012	36531	DELTA DENTAL PLAN	SEPT 2012 DENTAL - RETIREES (4)/EST TAX STORMS ADJ DENTAL SEPT 2012	290.56 39.04
				329.60
08/23/2012	36532	GCGC	SEPT 2012 MTG AGUILAR/KORTH	30.00
08/23/2012	36533	GEN CTY ROAD COMMISSION	JULY 2012 S-MTCE & OPERATIONS	1,087.38
08/23/2012	36534	GENESEE CTY CLERKS-TREAS ASSOC	MEMB DUES 2012/2013 KORTH/AGUILAR	20.00
08/23/2012	36535	GENESEE CTY DRAIN COMMISSIONER	4176 MOUNTAIN ASH SEWER TAP	1,000.00
08/23/2012	36536	JERRY'S TIRE	USED TIRES (10)	50.00
08/23/2012	36537	KENNETH SZMANSKY	FOOD & GUM/COPS IN THE PARK	78.73
08/23/2012	36538	PITNEY BOWES INC.	RENTAL CHARGES 5/30-8/30/12	150.00
08/23/2012	36539	PROGRESSIVE AE	ENGINEERING SERVICES FOR SIGNAL WORK M	398.75
08/23/2012	36540	ROYALTY SERVICES INC	MOW & TRIM 8/14/12 CITY PROPERTIES	815.00
08/23/2012	36541	SCHAEFER'S OFFICE SOURCE	DVD-R/CD DVD ENVELOPES/CDRW FOR COUNC	57.42
08/23/2012	36542	SWANK MOTION PICTURE INC.	DVD PUSS IN BOOTS 8/17/12 MOVIE NIGHT	321.00
08/23/2012	36543	VALLEY PETROLEUM	8/1-8/15/12 FUEL USAGE - POLICE	1,177.58
08/23/2012	36544	VALLEY PETROLEUM	8/1-8/15/12 FUEL USAGE - DPW	534.05
08/23/2012	36545	VILLAGE CLEANERS	JULY 2012 UNIFORM CLEANING	132.75
08/30/2012	36546	AARON HANSEN	UB REFUND 6230 BAINBRIDGE	174.92
08/30/2012	36547	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	77.20
			MATS, SUPPLIES	27.44
			UNIFORMS, MATS, SUPPLIES, ENV.	77.20
			MAT, SUPPLIES	27.44
				209.28
08/30/2012	36548	BLUMERICH COMMUNICATIONS	XTS 5000 SPEAKER MIC	89.53
08/30/2012	36549	CHASE BANK	REF SU 2012 OVR PMT 58-02-528-009	991.89
08/30/2012	36550	COMCAST BUSINESS	9/1-9/30/12 PUBLIC SAFETY BUILDING	141.85
08/30/2012	36551	CURBCO	BALANCE DUE WORK ON FIRE STATION	2,571.32
08/30/2012	36552	DENNIS J BITTNER	APPLY CALCIUM CHLORIDE/ELMS PARK	588.00
08/30/2012	36553	FIRST PLACE BANK	REFUND 58-02-400-002 AMT OVR LINE ITEM	21.63
08/30/2012	36554	FIRST PLACE BANK	REF SU 2012 OVR PMT 58-36-651-045	1,254.63
08/30/2012	36555	FIRST PLACE BANK	REF SU 2012 OVR PMT 58-31-200-001	1,156.93
08/30/2012	36556	FUNTASTIC INFLATABLES	BOUNCE HOUSE & SLIDES AT MOVIE NIGHTS	900.00
08/30/2012	36557	GARNO BROTHERS HEATING & COOLING CO	REPAIR AIR CONDITIONER/SR CTR	250.00
08/30/2012	36558	GENESEE CTY DRAIN COMMISSIONER	6/27-7/30/12 COMM/READY TO SERVE	104,900.80
08/30/2012	36559	INDYMAC MORTGAGE SERVICE	REF SU 2012 OVR PMT 58-03-533-051	1,443.94
08/30/2012	36560	JERRY'S TIRE	ST235/80R16 TIRE	144.00
08/30/2012	36561	LANDMARK APPRAISAL CO	ASSESSOR SERVICES NOV 1, 2011-OCT 31, 20	2,233.33
08/30/2012	36562	ROYALTY SERVICES INC	MOW & TRIM 8/21/12 CITY PROPERTIES	815.00

GEN TOTALS:

Total of 130 Disbursements:

226,020.06

The Swartz Creek Area Fire Department



2013 Budget

**Fireboard presentation
August 20, 2012**

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Budget Details

Explanation Letter

Apparatus Replacement Schedule

Charter Township of Clayton Consideration Letter

City of Swartz Creek Consideration Letter

August 20, 2012

Swartz Creek Area Fireboard

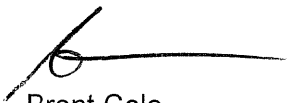
Dear Sirs:

Attached, you will find the 2013 Proposed Budget for the Swartz Creek Area Fire Department (SCAFD). The 2013 gross budget amount of **\$262,640.00, is less than a 1% (\$850.00) reduction from 2012**. The 2012 budget is \$263,490.00.

Assistance to Firefighter Grants through the Federal Emergency Management Agency (FEMA) was submitted on July 10, 2012. Besides a grant for a new vehicle (see below), funding for a foam trailer (due to Meijer E85 fuel and expressway traffic), 4 sets of turn out gear and 4 wireless headsets for pump operators was applied for. The turn out gear and headsets were listed in the budget should FEMA deny the grant.

The apparatus replacement and addition schedule is a reflection of the fire department evaluation and remains virtually unchanged. Since there are no provisions for a major apparatus purchase, the list is technically a reminder of the needs of the SCAFD. A FEMA grant for a fire truck has been applied for. FEMA will only fund up to \$275,000.00 for a new fire truck (based on last year's standards). This amount falls short of what the proposed rehab and pumper design that would be suggested, if FEMA should approve the grant. This means funding in excess of \$488,750.00 (including loose equipment since this is an addition to the fleet) would have to be raised to make the preferred design purchase. Unfortunately, it is unlikely FEMA will approve an apparatus grant due to the relatively young age of our fleet. As a reminder, this proposed vehicle would replace the current Squad 16 (sold) and be a multi-functional vehicle (pumper).

Sincerely,



Brent Cole
Fire Chief

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SWARTZ CREE AREA FIRE DEPT: 2013 BUDGET

ACCT #		10 BUDGET	10 ACTUAL	11 BUDGET	11 ACTUAL	12 BUDGET	13 BUDGET	DEFINITION
	REVENUES:							
3582	Contributions-Operating	\$237,300.00	\$233,408.38	\$212,562.00	\$204,480.46	\$227,180.00	\$262,520.00	Estimated Operating Contributions
3583	Contributions-Equipment	\$30,600.00	\$30,600.00	\$52,312.00	\$51,494.93	\$36,190.00	XXXXXXXXXX	Estimated Equipment Contributions-combined with 3582 for 201
3628	Misc. Income (Sundry)	\$0.00	\$42.00	\$0.00	\$9,960.50	\$0.00	\$0.00	Miscellaneous Income
3630	Grant Income	\$0.00	\$3,296.00	\$0.00	\$0.00	\$0.00	\$0.00	Grant Income
3664	Interest Income	\$300.00	\$248.00	\$120.00	\$386.53	\$120.00	\$120.00	Interest from Deposits
3673	Sale of Fixed Assests	\$0.00	\$0.00	\$0.00	\$162.50	\$0.00	\$0.00	Sale of Miscellaneous Used Items
	TOTAL REVENUES	\$268,200.00	\$267,594.38	\$264,994.00	\$266,484.92	\$263,490.00	\$262,640.00	
	EXPENSES							
4703	Social Security	\$12,100.00	\$10,611.30	\$10,800.00	\$14,081.31	\$10,600.00	\$10,900.00	Social Security - .0145%, FICA - .062%
4704	Salaries - Staff	\$45,500.00	\$42,191.03	\$42,500.00	\$39,012.38	\$42,500.00	\$45,700.00	Chief , Acct.
4705	Salaries - Maintenance	\$10,900.00	\$11,416.44	\$10,900.00	\$11,700.00	\$10,900.00	\$11,100.00	Maint., Qtr. Master, Train. Officer, FF Labor, Pump Testing
4706	Salaries - Officers	\$15,000.00	\$15,000.00	\$15,000.00	\$14,370.00	\$15,000.00	\$15,500.00	1 Asst. Chief, 1 Batt. Chief, 2 Capt., 4 Lieut.
4707	Salaries - Firefighters	\$74,000.00	\$70,109.85	\$60,000.00	\$51,918.46	\$69,000.00	\$69,000.00	Est. Fire Run/Training Payment for Firefighters
4708	Deferred/Direct Response Comp.	\$4,800.00	\$3,122.25	\$2,500.00	\$2,669.50	\$3,200.00	\$3,200.00	Deferred Comp. Employer Paid
4709	Medical - Firefighters	\$6,170.00	\$4,622.00	\$4,500.00	\$3,354.84	\$4,500.00	\$4,500.00	Physicals, Hept. - B Shots
4710	Unemployment Payments	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	X	\$5,500.00	\$2,000.00	Unemployment Payments
4727	Office Supplies	\$2,700.00	\$1,486.23	\$1,000.00	\$1,880.25	\$1,000.00	\$1,000.00	Clerical Supplies,Postage,Shipping
4728	Building Supplies/Maint	\$700.00	\$685.55	\$700.00	\$536.10	\$700.00	\$700.00	Utility Paper, Cleaning Supplies, Light Bulbs, Keys
4741	Equip/Oper. supplies	\$8,650.00	\$6,156.49	\$8,000.00	\$9,059.58	\$8,000.00	\$7,000.00	Small tool, Batteries, Fuel, Filters etc...
4801	Contract Services	\$5,700.00	\$3,458.58	\$5,800.00	\$5,451.66	\$6,900.00	\$6,800.00	Audit,Legal,Cleaning,Advertising,Copier Maint. Agree.,Photos
4850	Communications	\$3,350.00	\$2,889.16	\$3,420.00	\$3,584.86	\$4,100.00	\$3,200.00	Telephone/Internet Service
4910	Insurance	\$26,000.00	\$24,459.50	\$26,000.00	\$18,812.50	\$22,000.00	\$23,200.00	Fleet, Liability, Workers' Comp.
4920	Utilities	\$17,000.00	\$12,874.19	\$17,000.00	\$12,495.03	\$17,000.00	\$15,000.00	Gas/Electric, Water/Sewer
4960	Education & Training	\$5,030.00	\$5,519.12	\$4,562.00	\$3,832.82	\$6,400.00	\$6,500.00	Dues, Classes/Materials, Prevention Materials,Subscriptions
4970	Office Equipment	\$240.00	\$198.36	\$240.00	\$259.90	\$240.00	\$240.00	Office Equipment
4976	Fire Equipment	\$13,860.00	\$14,546.69	\$25,600.00	\$15,912.07	\$16,800.00	\$16,500.00	Gear,Suppression Equip.Pagers,Radios
4978	Fire Equip-Maint./Repair/Upgrades	\$15,300.00	\$14,301.55	\$24,072.00	\$16,007.42	\$17,650.00	\$19,100.00	Maint. Agree., Repair & Upgrades of Fire Equipment
4979	Fire Equip-Upgrades	\$0.00	\$450.00	\$0.00	\$15,929.00	XXXXXXXXXX	XXXXXXXXXX	Combined with 4978 for 2012
4984	Computer Hardware/Repair	\$600.00	\$359.00	\$1,800.00	\$2,170.35	\$800.00	\$800.00	Computer Hardware & Hardware Repair
4988	Computer Software/Upgrade	\$600.00	\$608.95	\$600.00	\$1,216.19	\$700.00	\$700.00	Computer Software, Software Upgrades, Train. Matls.
	Sub-total Expenses	268,200.00	245,066.24	264,994.00	244,254.22	263,490.00	262,640.00	
4981	Apparatus						\$388,750.00	Truck Purchases
4982	Loose Equip-New Apparatus						\$100,000.00	Loose Equip for New Apparatus Only
4983	FEMA Grant Municipality Matching			\$3,491.00		\$13,750.00		
	Total Expenses	268,200.00	245,066.24	268,485.00	244,254.22	277,240.00	751,390.00	
	Net Income (Loss)	\$0.00	\$22,528.14	\$0.00	\$22,230.70	\$0.00	\$0.00	
	Fund balance beginning of the year	\$0.00	\$61,598.23	\$0.00	\$0.00	\$0.00	\$0.00	
	Fund balance end of the year	\$0.00	\$84,126.37	\$0.00	\$22,230.70	\$0.00	\$0.00	

2013 BUDGET

2013 BUDGET BREAKDOWN:

Acct# 703 Social Security \$10,900.00 (+300.00)

2010 Actual	\$10,611.30		
2011 Actual	\$14,081.31		
2012 Budget	\$10,600.00		
Chief Salary/Acct Wage			\$45,700.00
Officers			\$15,500.00
Main/Train			\$11,100.00
Firefighters			\$69,000.00
TOTAL	\$141,300.00	0.0765	<u>\$10,809.45</u>

Acct# 704 Staff: Chief & Acct/Clerical Specialist Wages \$45,700.00 (+3200.00)

2010 Actual	\$42,191.03		
2011 Actual	\$39,012.38		
2012 Budget	\$42,500.00		
Chief Salary	\$23.14 x 25hrs x 52 wks	**brought up to 2010 rate	\$30,082.00
Acct. Wage	\$13.00 x 24hrs x 50wks	**last raise 2009	\$15,600.00
TOTAL			<u>\$45,682.00</u>

Acct# 705 Maint. & Train. Wages \$11,100.00 (+200.00)
*\$5/mth raise **last raise 2008*

2010 Actual	\$11,416.44		
2011 Actual	\$11,700.00		
2012 Budget	\$10,900.00		
Truck Maintenance Salary			\$3,180.00
Quarter Master Salary			\$1,860.00
Training Salary			\$2,520.00
Firefighter Labor:			
Hose Testing	\$10/hr		\$1,020.00
Hall/Apparatus Duties	\$8/hr		\$2,500.00
TOTAL			<u>\$11,080.00</u>

Acct# 706 Officer Salary \$15,500.00 (+500.00)
*\$5/mth raise **last raise 2008*

2010 Actual	\$15,000.00		
2011 Actual	\$14,370.00		
2012 Budget	\$15,000.00		
Asst. Chief (1)			\$2,580.00
Batt. Chief (1)			\$2,220.00
Captain (2)			\$3,960.00
Lieutenant (4)			\$6,720.00
Sergeant (3)			\$0.00
TOTAL			<u>\$15,480.00</u>

2013 BUDGET

Acct# 707 Firefighter Wages 2% raise **last raise 2009 \$69,000.00 (No Change)

2010 Actual	\$70,109.85
2011 Actual	\$51,918.46
2012 Budget	\$69,000.00

FIREFIGHTER

Probation I	\$9.67
Probation II	\$10.32
FFI	\$10.95
FFII	\$11.98
Officer I	\$12.95
Officer II	\$13.72
Officer III	\$14.11
Tenure	+ .30 for 3yrs; 5yrs & 5 year increments

RADIO OPERATOR

Probation	\$9.67
After 1 year	\$10.38

Acct# 708 Deferred Compensation \$3,200.00 (No Change)

2010 Actual	\$3,122.25
2011 Actual	\$2,669.50
2012 Budget	\$3,200.00

Firefighters: flat rate, \$48 per yr X 28 FF	\$1,344.00
Firefighters: \$1.50 per run x 28 FF X44 runs (includes alarms & training)	\$1,848.00
TOTAL	\$3,192.00

Acct# 709 Medical Expense \$4,500.00 (No Change)

2010 Actual	\$4,622.00
2011 Actual	\$3,354.84
2012 Budget	\$4,500.00

Physical 40 FF @ \$137.50	\$4,335.00
Hept B injections 3 shots @ \$55	\$165.00
TOTAL	\$4,500.00

Acct# 710 Unemployment Payments \$2,000.00 (-3500.00)

2010 Actual	\$5,130.19
2011 Actual	\$821.19
2012 Budget	\$5,500.00

Unemployment Payments	\$2,000.00
TOTAL	\$2,000.00

Acct# 727 Office Supplies \$1,000.00 (No Change)

2010 Actual	\$1,486.23
2011 Actual	\$1,880.25
2012 Budget	\$1,000.00

Supplies (forms, envelopes, pens, etc...)	\$500.00
Postage (stamps, special mailings)	\$250.00
Shipping	\$250.00
TOTAL	\$1,000.00

2013 BUDGET

Acct# 728 Building Supplies **\$700.00 (No Change)**

2010 Actual	\$685.55	
2011 Actual	\$536.10	
2012 Budget	\$700.00	
Paper Products		\$200.00
Cleaning Products		\$80.00
Light Bulbs		\$40.00
Keys		\$300.00
Repairs/Updates		\$80.00
TOTAL		<u>\$700.00</u>

Acct# 741 Equipment Supplies **\$7,000.00 (-1000.00)**

2010 Actual	\$6,156.49	
2011 Actual	\$9,059.58	
2012 Budget	\$8,000.00	
Fuel		\$3,850.00
Filters		\$500.00
Oil		\$350.00
Small Tools		\$600.00
Misc. Supplies		\$1,700.00
TOTAL		<u>\$7,000.00</u>

Acct# 801 Contract Services **\$6,800.00 (-100.00)**

2010 Actual	\$3,458.58	
2011 Actual	\$5,451.66	
2012 Budget	\$6,900.00	
Emergency Excavating/Towing		\$500.00
Auditing Service		\$4,300.00
Maintenance Agreement-Copier		\$500.00
Office Cleaning (Sta 1)		\$360.00
Legal Service		\$1,000.00
Personnel Photos		\$100.00
TOTAL		<u>\$6,760.00</u>

Acct# 850 Communications **\$3,200.00 (-900.00)**

2010 Actual	\$2,889.16	
2011 Actual	\$3,584.86	
2012 Budget	\$4,100.00	
Web Site Domain Name (renew in 2020)		\$0.00
Web Site Domain Hosting		\$70.00
Cell Phone		\$120.00
Phones/Internet Access		\$3,000.00
TOTAL		<u>\$3,190.00</u>

2013 BUDGET

Acct# 910 Insurance **\$23,200.00 (+1200.00)**

	2010 Actual	\$24,459.50	
	2011 Actual	\$18,812.50	
	2012 Budget	\$22,000.00	
	Michigan Par Plan		\$12,500.00
	Worker's Compensation		\$10,700.00
	TOTAL		<u>\$23,200.00</u>

Acct# 920 Utilities **\$15,000.00 (-2000.00)**

	2010 Actual	\$12,874.19	
	2011 Actual	\$12,495.03	
	2012 Budget	\$17,000.00	
	Water/Sewer		\$1,000.00
	Gas/Electric		\$14,000.00
	TOTAL		<u>\$15,000.00</u>

Acct# 960 Education & Training **\$6,500.00 (+100.00)**

	2010 Actual	\$5,519.12	
	2011 Actual	\$3,832.82	
	2012 Budget	\$6,400.00	
	FIREFIGHTER TRAINING		
	Misc. FF Classes		\$4,000.00
	ADVANCED TRAINING		
	Officer Classes		\$650.00
	CERTIFICATIONS		
	CPR		\$60.00
	Viking Level II Tech Class (2yr certification)		\$0.00
	MEMBERSHIPS		
	Michigan Fire Chiefs		\$85.00
	Genesee Co. Fire Chiefs \$60 ea x 2 + \$125 dept		\$245.00
	Shiawassee Co. Firefighters		\$75.00
	Mi State Fireman's Assoc \$30 ea x 41 + \$75 dept		\$1,305.00
	FIRE PREVENTION		
	Misc. Materials/handouts/DVDs to replace worn out VHS tapes		\$0.00 <small>rec'd '08 FEMA grant</small>
	TOTAL		<u>\$6,420.00</u>

Acct# 970 Office Equipment **\$240.00 (No Change)**

	2010 Actual	\$198.36	
	2011 Actual	\$259.90	
	2012 Budget	\$240.00	
	Upgrades/Repairs		\$240.00
	TOTAL		<u>\$240.00</u>

2013 BUDGET

Acct# 976 Fire Equipment **\$16,500.00 (-300.00)**

2010 Actual	\$14,546.69	
2011 Actual	\$15,912.07	
2012 Budget	\$16,800.00	
Securitex Turn Out Gear (4)		\$7,800.00
Misc. Gear (boots, gloves, etc...)		\$1,000.00
Dress Uniforms		\$1,100.00
Misting Fan-Rehab		\$915.00
Headsets (4)		\$5,600.00
10 yr Anniversary Helmet		\$0.00
TOTAL		<u>\$16,415.00</u>

Acct# 978 Fire Equipment-Maint/Repair/Upgrades **\$19,100.00 (+1450.00)**

2010 Actual	\$14,751.58	
2011 Actual	\$16,007.42	
2012 Budget	\$17,650.00	
Truck Repair		\$5,400.00
Jaws Pump Maint		\$1,600.00
Air Compressor M/A		\$930.00
Turn-Out Gear Repair/Cleaning		\$500.00
Ladder Certification		\$450.00
Annual Pump Test/Maint		\$1,600.00
Pager/Radio Repair		\$300.00
SCBA Repair		\$500.00
First Aid Kit (restock)		\$200.00
Fire Extinguishers Maint		\$600.00
Misc. Equipment Repair		\$1,000.00
Posi Check Calibration	**potential split 50/50 with GTFD	\$575.00
OHD Facemask Fit Equipment	**potential split 3 ways with GTFD & MTFD	\$700.00
Hydrostatic Air Bottle Testing		\$850.00
Tires		\$3,800.00
TOTAL		<u>\$19,005.00</u>

Acct# 981 Apparatus Purchase **\$388,750.00 (+388750.00)**

2010 Actual	\$0.00	
2011 Actual	\$0.00	
2012 Budget	\$0.00	
Combination Unit		\$650,000.00
FEMA Grant		(\$261,250.00)
TOTAL		<u>\$388,750.00</u>

Acct# 982 Loose Equipment-New Apparatus **\$100,000.00 (+100000.00)**

2010 Actual	\$0.00	
2011 Actual	\$0.00	
2012 Budget	\$0.00	
Combination Unit		\$100,000.00
TOTAL		<u>\$100,000.00</u>

2013 BUDGET

Acct# 984 Computer Hardware/Repairs **\$800.00 (No Change)**

2010 Actual	\$359.00	
2011 Actual	\$2,170.35	
2012 Budget	\$800.00	
Computer/Monitor upgrades		\$500.00
Upgrades/Repairs		\$300.00
TOTAL		<u>\$800.00</u>

Acct# 988 Computer Software/Upgrades **\$700.00 (No Change)**

2010 Actual	\$608.95	
2011 Actual	\$1,216.19	
2012 Budget	\$700.00	
Fire Tools Upgrade		\$400.00
Peachtree Upgrade (due 2014)		\$0.00
Peachtree Tax Service (must have to run payroll)		\$300.00
TOTAL		<u>\$700.00</u>

Swartz Creek Area Fire Department 2013 Budget Explanation List:

~August 20, 2012~

976 Fire Equipment:

#	Cost	Description
4	7,800	Sets of Securitex turn out gear for replacement in case of damage or sizing for new hires.
	1,000	New Misc Gear (boots, gloves & etc. for new recruits)
	1,100	Dress uniform needs. Each firefighter that comes off probation should receive a dress uniform, to properly represent the SCAFD. This will provide adequate coverage for new personnel and worn out uniform pieces that need replacement.
	915	Purchase a rehabilitation misting fan (this will provide a reduction in body core temperatures during excessive heat incidents)
4	5,600	Wireless headsets for pump operators (The current headsets that are connected to portable radios need replacement. Wireless technology provided for the ability to connect directly to the mobile radio. This will free up 4 portable radios for fireground operations.)
0	0	Anniversary helmets (Those that reach their 10 th Anniversary are presented with a traditional helmet. No 10 year anniversary will be celebrated in 2013)

Total Fire Equipment = \$16,415.00

978 Fire Equip.-Maintenance/Repair/Upgrades

	5,400	Unclassified truck repair
1	1,600	Jaws Pump Annual Maintenance program (Amkus recommends that the units have the oil changed & tools be inspected/repared annually for optimum usability. Due to liability, it is recommended that a qualified factory company inspect & maintain our rescue tools.)
1	930	Breathing Air Compressor Maintenance (an ongoing MiOSHA requirement to insure the air that the SCBA bottles are filled with is not contaminated)
1	500	Turn out gear repair and cleaning (When cost effective, gear that has been damaged beyond local means to repair or clean, can be returned to usable condition. Each garment is analyzed to determine the cost effectiveness of repair, of which this cost would be taken from this fund.)
1	450	Ladder Certification (An annual cost associated with the MiOSHA & NFPA requirement)
1	1,600	Annual Engine Pump testing (An annual cost associated with NFPA requirements).
	300	Pager/radio repair (Pagers will malfunction at times.)
	500	SCBA repair (Parts associated with the frame, bottles & face masks. As our SCBA age, they will cost more.)
	200	First Aid Kit (Restock of used items & replacement of expired.)
	600	Department fire extinguisher maintenance (yearly inspections are required)
	1,000	Misc. Equipment Repairs (hand tools, power equipment & etc)
	575	SCBA Posi-Check Maintenance (Annual re-certification of testing

		equipment.)
	700	Fit Testing Maintenance (Annual re-certification.)
43	850	Hydrostatic SCBA bottle testing (Bottles associated with the FEMA grant purchase.)
	3,800	Apparatus tire replacement (Tires with excessive age or wear, are proposed for potential replacement in 2013.)

Total Maintenance/Repair = \$ 19,005.00

984 Computer Hardware (Repairs/Upgrades):

Cost	Description
500	Computer Upgrades (Amount to cover aging monitors, CPU's and misc. hardware)
300	Repairs and/or replacement of miscellaneous items such as mice, keyboards, hard drives, and etc.

Total Computer Hardware (Repairs/Upgrades) = \$800.00

988 Computer Software (New/Upgrades):

Cost	Description
400	FireTools user fee. (FireTools has charged the SCAFD this amount yearly. It includes all upgrades associated with the program.)
300	Peach Tree Tax Service (required to run payroll)

Total Computer Software (New/Upgrades) = \$700.00

999 CIFP (Capital Improvement Fund Program) Contributions:

Cost	Description
0	No provisions have been made to contribute. The only funding, as indicated by the Fire Agreement, is to deposit any fund balance into a separate account for future consideration.

Total CIFP Contribution = \$.00

981 & 982 Apparatus Purchase (Additional funding outside normal operating budget & not listed on Budget Breakdown document)

488,750 Once again a FEMA grant for apparatus was submitted. Based on the maximum apparatus amount allowed by FEMA, being \$275,000.00, the 5% matching amount is listed. In addition, approximately \$100,000.00 for loose equipment (since this is an addition to our fleet and not a replacement) would have to be provided. The design is for a multi-purpose unit for suppression, firefighter rehabilitation at the scene and air cylinders for filling self contained breathing apparatus air bottles. The estimated cost is \$650,000.00 plus loose equipment. If a FEMA grant is approved approximately \$488,750.00 would be needed to complete the purchase. The Capital Improvement Fund Program (CIFP) would be utilized with the balance split 50/50 by the municipalities. In 2013, it will have been 14 years since the last apparatus purchase by the Swartz Creek Area Fire Department.

**Swartz Creek Area Fire Department
2012 Fire Apparatus Replacement / Addition Schedule
August 15, 2011**

New or Replacement Year	Purchased New Year	Original Cost	Service Years When Replaced	Apparatus Description	Rig #	Replacement / Additional Apparatus	Projected Cost
2011	1991	55,459	20	1991 Chev Step Van (2)	41-16	Squad with air system & lighting	200,000
2013	1993	24,290	20	1993 Chev Crew Cab	41-27	Fully equip grass rig with 4 door crew cab	82,540 (1)
2016	1991	180,681	25	1991 Pierce, 1500 GPM pump, 1000 gal tank	41-12	1500 GPM pumper, 750 gal. tank	551,538 (1)
2020	1992	71,235	28	1992 International, 5000 gallon tanker	41-23	New chassis & pump - remount tank	350,000
2023	1997	215,366	25	1998 Pierce, 1500 GPM pump, 750 gal. tank	41-11	1500 GPM pumper, 750 gal. tank	885,649 (1)
2024	1999	227,919	25	1999 Pierce, 1500 GPM pump, 750 gal tank	41-21	1500 GPM pumper, 750 gal. tank	947,645 (1)

(1) Cost estimate courtesy of Rehmann Robson 2008
NOTE: A FEMA grant will once again be submitted for a new pumper rehabilitation unit. The maximum amount FEMA considers for a pumper is \$275,000.00. The purchase of this unit would provide for a second engine at station 2. Currently there is only one engine at station 2. The design proposed would match the type that is currently being utilized in our fleet. The cost estimate is \$600,000.00. The loose equipment cost is \$107,355.00 (due to this being an addition to the fleet and not a replacement).
e:\Cole\Fireboard\Budget\Apparatus Replacement Schedule 2012.xls

**Amended Fire Apparatus Replacement / Addition Schedule
April 11, 2012**

New or Replacement Year	Purchased New Year	Original Cost	Service Years When Replaced	Apparatus Description	Rig #	Replacement / Additional Apparatus	Projected Cost
2011	1991	55,459	20	1991 Chev Step Van (2)	41-16	Squad with air system & lighting	200,000
2013	1991	180,681	22	1991 Pierce, 1500 GPM pump, 1000 gal tank (3)	41-12	1500 GPM combination pumper equipped with 41-16 equipment, 750 gal. tank, air fill system, lighting, hydraulic generator	551,538 (1)
2016	1993	24,290	23	1993 Chev Crew Cab (4)	41-27	Fully equip grass rig with 4 door crew cab	82,540 (1)
2020	1992	71,235	28	1992 International, 5000 gallon tanke	41-23	New chassis & pump - remount tank	350,000
2023	1997	215,366	25	1998 Pierce, 1500 GPM pump, 750 gal. tank	41-11	1500 GPM pumper, 750 gal. tank	885,649 (1)
2024	1999	227,919	25	1999 Pierce, 1500 GPM pump, 750 gal tank	41-21	1500 GPM pumper, 750 gal. tank	947,645 (1)

(1) Cost estimate courtesy of Rehmann Robson 2008
(2) Unit to be removed from individual purchase and combined with next combination pumper purchase.
(3) Original pricing to replace 41-16 = \$200,000. Cost estimate to replace 41-12 \$551,538 Total=\$751,538. Estimated amount to purchase a combination unit =\$650,000. 41-12 would remain as a reserve unit, as recommended in the survey, but the purchase would be moved up 3 years to accommodate the replacement of 41-16.
(4) Unit originally proposed for replacement in 2013, moved to 2016.

DATE: August 20, 2012

TO: Richard Tesner, Township Trustee/Fire Board Representative
Brian Sepanak, Township Supervisor
Clayton Township Board

FROM: Fire Chief Brent Cole

SUBJECT: Township Considerations – 2013 Budget
(1) indicates recommendations listed in previous consideration letters.

I. Safety

1. Maintain vigilant compliance with MiOSHA regulations.

II. Issues to insure current/future safety for the community

1. Bi-yearly hydrant flush and pump maintenance, and annual flow testing. **(1)** REASON: At present, Genesee County verbally advises they are flowing once a year. Documentation of said testing should be forwarded to the fire department.
2. Enact a multi-residential and commercial sprinkler/smoke detector ordinance for all future development. **(1)** REASON: The cost of such is now affordable due to recent technology advancements. Insurance premiums and life safety issues will be reduced for the owner. In the event of fire, this will save lives and property damage.
3. Enact a Knox Box ordinance for all future commercial development **(1)**. REASON: This will allow for fast access to the business, after hours, without causing damage due to forcible entry. Currently this is a voluntary act by business owners.
4. Cost recovery for future apparatus purchases. **(1)** REASON: Rehmann Robson under section IV, paragraph 9, indicated a need for adoption of cost recovery ordinances. It was also recommended the fees collected should be earmarked for said purchases. The SCAFD submitted wording for your consideration in 2010.

III. Other important considerations

1. Increase the parking lot size on the east/front side of station 2. **(1)** REASON: The current configuration makes vehicle maneuvering difficult and causes excessive lawn damage.

Thank you for your consideration. If you should have any questions, please do not hesitate to contact me.

DATE: August 20, 2012

TO: David Hurt, City Councilman/Fire Board Representative
Paul Bueche, City Manager
City of Swartz Creek Council

FROM: Fire Chief Brent Cole

SUBJECT: City Station Considerations – 2013 Budget
(1) Previous considerations that have not been addressed or have not received a reply of consideration.

I. Safety

1. Maintain vigilant compliance with MiOSHA regulations.
2. Garage door remote controls. This is both a safety and energy conservation issue. (1) First proposed in 2004. Since then I've recommended the upgrade every year. The remote controls will help prevent slips or falls (by an individual proceeding to the apparatus after shutting the door) and/or assure the ability to shut the door without waiting for a person to do so (which will cut down on response times).

II. Issues to insure current/future safety for the community

1. Bi-yearly hydrant flush and pump maintenance, and annual flow testing. (1) REASON: Due to a continued difficulty in opening the large steamer taps at hydrant locations, it is imperative that each cap on each hydrant be completely loosened to insure reliability. ISO credit was reduced due to this not being done. Currently, they are only checked for water in the hydrant once a year.
2. Enact a multi-residential and commercial sprinkler/smoke detector ordinance for all future development. (1) REASON: The cost of such is now affordable due to recent technology advancements. Insurance premiums and life safety issues will be reduced for the owner. In the event of fire, this will save lives and property damage.
3. Enact a Knox Box ordinance for all future commercial development. (1) REASON: This will allow for fast access to the business after hours without causing damage due to forcible entry. The cost of a Knox Box is born by the owner. Currently this is a voluntary act by business owners.
4. Install "No Parking" signs on the garage doors on the east side of the fire station. (1) REASON: Citizens have parked in front of and/or adjacent to the apparatus doors. With the creation of the Veteran's Memorial, the possibility continues.
5. Cost recovery for future apparatus purchases. (1) REASON: Rehmann Robson under section IV, paragraph 9, indicated a need for adoption of cost recovery

ordinances. It was also recommended the fees collected should be earmarked for said purchases. The SCAFD submitted wording for your consideration in 2010.

6. Proceed with placing a fire millage before the voters. REASON: The return of property values will not happen for many years. Clayton Township has proven they are willing to fund the fire department with their millage approval in 2011. The 2007 department evaluation recommended the separate funding issue for the fire department.

III. Other considerations

1. Continue replacement of the apparatus bay lighting. **(1)**
2. Clean or replace office area carpeting. **(1)** REASON: It's original carpet from when the building was built in the late 1980's, and it is worn and stained.
3. Repaint the garage doors facing Fortino Dr. **(1)** REASON: With the replacement of panels on one of the doors, they are different colors.

Thank you for your consideration. If you should have any questions, please do not hesitate to contact me.

City of Swartz Creek

Department of Police

Chief RICK CLOLINGER

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: (810)-635-4401

Fax: (810)-635-3728

TO: Paul Bueche, City Manager
FROM: Rick Clolinger, Chief of Police
DATED: September 7, 2012
REF: Part Time Officers Pay Increase

Sir,

This correspondence is a request to the Swartz Creek City Council for consideration of a payroll increase for our part-time officers.

The last pay raise to our part-time officers was March 7, 2004.

The current rate of pay is \$14.00 per hour.

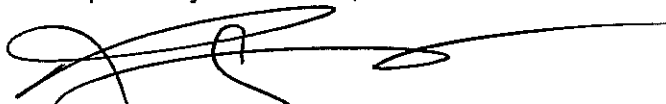
I did research eight police agencies in Genesee County that have part-time officers. The average part-time pay is \$14.16 per hour.

I am requesting a raise of \$.50 per hour to bring their rate to \$14.50 per hour or approximately 3.5% increase.

I have projected this to cost approximately \$4,400.00 per budget year based on the average time worked by part-time employees the last two years.

This raise would come from line item 101-301-000-702-000 of the current budget and would support this raise.

Respectfully submitted,



Chief Rick Clolinger
City of Swartz Creek

SWARTZ CREEK HIGH SCHOOL



FACSIMILE TRANSMITTAL SHEET

TO: Chief Clolinger FROM: Jan Kouzlarich
 COMPANY: DATE: 8-27-12
 FAX NUMBER: TOTAL NO. OF PAGES INCLUDING COVER: 5

- URGENT FOR REVIEW PLEASE COMMENT PER YOUR REQUEST

CONFIDENTIALITY NOTICE

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ONE DRAGON DRIVE
 SWARTZ CREEK, MI 48473
 (810) 591-1800 OFFICE
 (810) 591-1895 FAX

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN

STREET CLOSURE APPLICATION

DATE OF REQUEST: August 27 2002
SPONSOR ORGANIZATION Swartz Creek High School Student Council
AUTHORIZED REPRESENTATIVE: Janis Kaurjarich
WORK ADDRESS: One Dragon Dr. HOME ADDRESS: 10128 W. Mt. Morris Rd
PHONE NO: WORK (810) 591-1802 HOME: (810) 639-5165 CELL: (810) 577-3331
TYPE OF EVENT: PARADE* (DRAW ROUTE ON ATTACHED MAP)
 CARNIVAL CRAFT SHOW
 STREET DANCE CONCERT
 OTHER: _____

DATE OF EVENT: 9 / 21 / 12 TIME OF EVENT: FROM: _____ AM / PM
TO: 6 AM / PM

ESTIMATED NUMBER OF PARTICIPANTS: 300
ROADS REQUESTED TO BE CLOSED: Civic Dr to Fortino
Fortino Dr to Morrish, Morrish
South to Miller, Miller West to Fairchild, Fairchild
to the Middle School

The applicant agrees, as a condition of the granting of this permit, to hold the City of Swartz Creek, it's officers, employees, and agents harmless from any liability from any injuries caused to persons or property in connection with this event. To that end, the applicant shall provide the City with evidence of insurance for such liability in an amount determined adequate by the City Attorney, but in no case less than \$1,000,000/2,000,000 aggregate and the City of Swartz Creek shall be named as an insured party on said policy. The policy shall also contain a provision providing the City with ten (10) days written notice of cancellation.

For: SCHS Student Council (Organization) By: [Signature] (Authorized Representative)
APPROVED BY: [Signature] (Chief of Police) 9-4-12 APPROVED
Chief Rick Clinger
City of Swartz Creek

* The throwing of any item(s) from any vehicle during the course of a parade is strictly prohibited and violations may result in criminal prosecution and/or the denial of future permit applications.

**The Chief of Police reserves the right to determine the length of time that any street(s) remain(s) closed to traffic.


THIS REQUEST AND ALL REQUIRED ASSOCIATED DOCUMENTS MUST BE SUBMITTED TO THE OFFICE OF THE CHIEF OF POLICE NO LATER THAN 30 DAYS PRIOR TO EVENT DATE

CITY OF SWARTZ CREEK PARADE REGULATIONS

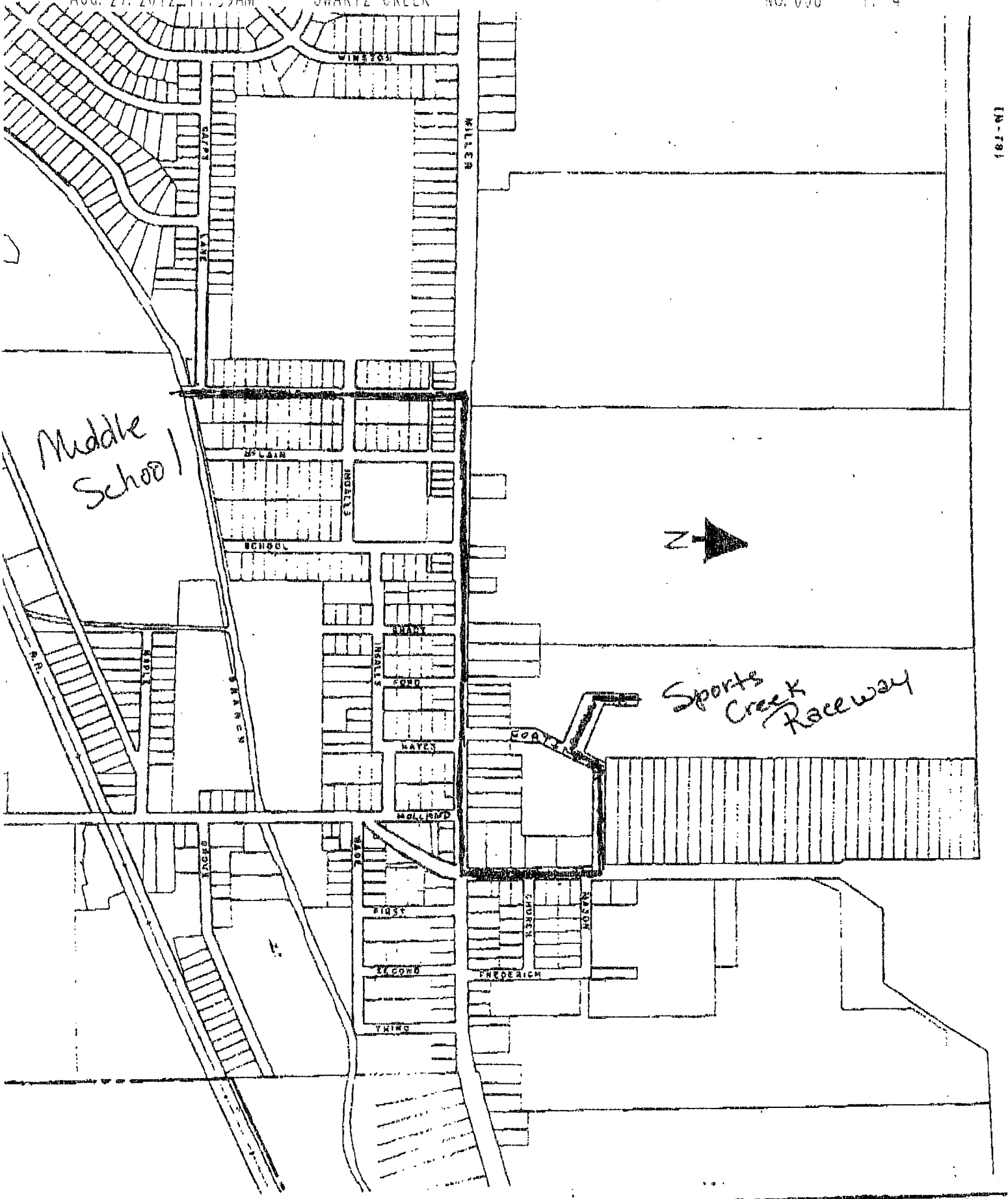
The approval of a street closure request and/or a "parade permit" is based on the assumption that the event coordinator(s) fully understand and accept the following regulations regarding the event:

1. The throwing of any object(s) from any vehicle during the course of the parade is prohibited by ordinance. Violations of this ordinance could result in prosecution and/or the denial of future permit requests.
2. The closing of major thorough fares entails the rerouting of thousands of motorists and the interruption of commerce. It is imperative that parades begin and end on time so as not to unnecessarily disrupt the usual course of traffic and business.
3. Parade organizers must provide a means of direct communication between the event coordinator and the Chief of Police (or his designate) during the course of the parade in order to address any dangerous conditions that may develop during the course of the event.
4. The practice of parade participants jumping onto or off of moving vehicles in the parade is prohibited.
5. When determining the staging area for parade participants, organizers should ensure that the area is sufficient in size to accommodate all entries without creating traffic or pedestrian hazards.

It is the responsibility of the event coordinator(s) to ensure that all parade participants are made aware of the regulations that directly affect them and by signing this document hereby acknowledge that they have received a copy of these regulations and accept said responsibility.

By: 
(Event Coordinator or Representative)

For: Swartz Creek High School
(Organization)
Student Council



Middle School

Sports Creek Raceway



CERTIFICATE OF INSURANCE

Producer SET SEG 415 W. Kalamazoo Street Lansing, MI 48933	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
COMPANIES AFFORDING COVERAGE	
Insured Swartz Creek Community Schools 8354 Cappy Lane Swartz Creek, MI 48473-1299	A MAB-SEG Property/Casualty Pool, Inc.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Incidental Medical Malpractice Coverage <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury	PC- 00188- 201107	7/1/12	7/1/13	BI & PD COMBINED OCCURRENCE BI & PD COMBINED AGGREGATE PERSONAL INJURY OCCURRENCE PERSONAL INJURY AGGREGATE	\$1,000,000 N/A \$1,000,000 N/A

DESCRIPTION In regards to the School District's use of facilities and property in the City of Swartz Creek and at Sports Creek Raceway for their homecoming parade taking place on September 21, 2012.

As Additional Insured City of Swartz Creek 8093 Civic Drive Swartz Creek, MI 48473 Sports Creek Raceway 4290 Morrish Road Swartz Creek, MI 48473	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
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AUTHORIZED REPRESENTATIVE

Tara Stage

TARA STAGE
 PROPERTY/CASUALTY DEPARTMENT

Date August 27, 2012

DATE: August 20, 2012

FILE: 25042-108

TO: Linda Burchell, Manager
Davison, TSC

FROM: Paula Corlett, Manager
Traffic Signals Unit
Operations Field Services Division

SUBJECT: Traffic Signal Study
I-69 Westbound Off Ramp @ Morrish Road
City of Swartz Creek, Genesee County

We reviewed the subject location's need for signalization per a request from the city of Swartz Creek. This location was initially reviewed for signalization in 2006 as a result of a proposed mixed use development including a Meijer store in the Northeast quadrant of the interchange opposite the off ramp terminal. This initial review included a traffic impact study developed by Tetra Tech in July of 2006. The review indicated a traffic signal would be warranted when the development was completed. However, construction of the development was delayed until recently when MDOT was notified that the project would resume. Due to the time lapse from the 2006 Tetra Tech study, updated traffic volumes and projections were requested by MDOT. Progressive AE was hired by the developer to update the information and provided a new traffic impact study in April 2012. The attached traffic survey, warrant analysis, Synchro analysis, and crash data were used in our analysis.

Existing traffic volumes for this intersection were collected on March 28th and 29th in 2012. Those volumes were then modified to reflect projected 2013 traffic volumes which included estimated traffic from the proposed Meijer store located on the west leg of the intersection. The projected 2013 traffic volumes were used to complete the warrant analysis. The warrant graph shows warranting volumes are met for nine of the required eight hours at the subject intersection. The appropriate warrant is Warrant #1, Minimum Vehicular Volume (reduced for speed).

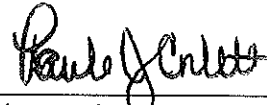
Synchro models were also provided in the impact study. The models show the westbound I-69 off ramp approach currently operates at a Level of Service (LOS) C during the afternoon peak hour. Forecasting traffic volumes for opening day in 2013, this approach would operate at LOS F during the peak hour without signalization. Using the same forecasted traffic volumes and signalizing the intersection, the westbound I-69 off ramp approach would operate at LOS C while Morrish Road would operate at LOS B.

Crash data for the three-year period from April 1, 2009, through April 1, 2012, showed two crashes reported. Both crashes were rear-end, straight type crashes. These crashes are not susceptible to correction by signalization.

In summary, we recommend signalization of the intersection of I-69 westbound off ramp at Morrish Road based on the following reasons:

1. Minimum warranting volumes are met.
2. Once the development is open and operating signalization will improve intersection operation.

The traffic signal design and installation must be completed by a pre-qualified signal design consultant and pre-qualified electrical contractor. Installation of the signal must be completed under permit from MDOT. Please inform local agencies and those concerned of our recommendations. If you have any questions, please contact us.



Supervising Engineer

PJC:RJM
Attachment

cc: Robert Ranck, Jr., Bay Region Engineer
Kim Zimmer, Bay Region Traffic & Safety Engineer
Steve Pethers, Davison TSC Traffic & Safety Engineer
Traffic Signals Section

**Traffic Control Devices
Layout Request**

Location I-69 WB OFF-RAMP @ MORRISH RD.			File No. 25042-01-108	
City/Twp SWARTZ CREEK	Fips Code 77700	Control Section 25042	Mile Pt 4.934	County Genesee County
Approved Per MEMO	From Traffic Signals	To Bay Region	Memo Date 08/07/12	
Operational Analysis By Mcdonnell, Ryan		Initial Request Date 8/7/2012	PR # 1495305	
Work Status New			Layout Request Date 08/07/12	
Prepare Layout	Layout Type Routine	By Date Indicated	Coordinate With <input type="checkbox"/> CS <input type="checkbox"/> Job	Job/CS Number

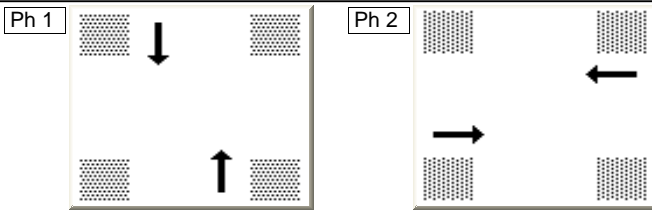
TRAFFIC SIGNAL

Controller Type Model: EPAC Mount: Pole <input type="checkbox"/> Existing	Operation <input type="checkbox"/> Fixed-Time <input checked="" type="checkbox"/> Semi-Actuated <input type="checkbox"/> Full-Actuated	Detection Type: Traffic Loop Location: EB/WB Lefts, EB/WB Thru Rights Size: 6'x10'
Signal Indications <input type="checkbox"/> 8 Inch <input checked="" type="checkbox"/> 12 Inch	Pedestrian Indications <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Push-Button Actuated Crossing: _____	Countdown Ped Indications <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Crossing: _____

Phasing/Operation

Left Turn Phasing: _____ Fixed-Time

Right Turn Green Arrow Facing: _____ Actuated



Interconnect Type: Not Interconnected Master At: _____

Timing Permit Attached See: Ryan McDonnell

Pre-Emption Type: Computer Bridge Fire
 Opticom Rail Manual
 EVAS ITS

Other Electrical Devices:

Overhead Flashing Beacon School Flashers Fire Device Keep Right
 School Speed Limit Advanced Warning Sign Flasher **Size Optical** Inch
 Case Sign: _____ Other

Remarks
This signal design will be completed by Progressive AE for the City of Swartz Cr. and Meijer. The Signal will be constructed by permit. There will be a pole mount cabinet including an EPAC controller, Box span configuration using wood poles. The signal will be semi actuated with detection on the side street left and thru right approaches. Semi actuated with side street detection on the ramp and complex entrance.

Construction Project _____ **Job No.** _____ **Letting Date:** _____

By Work Order By Contract Federal-Aid Funds _____ M\$

Layout Prepared By: _____ **Date** 81

August 22, 2012

Members of Swartz Creek City Council
8083 Civic Drive
Swartz Creek, Michigan 48473

Dear Council Members:

We are in the process of planning for the audit of the financial statements of City of Swartz Creek (the "Municipality") for the year ended June 30, 2012. An important aspect of planning for the audit is communication with those who have responsibility for overseeing the strategic direction of the Municipality and obligations related to the accountability of the Municipality. At City of Swartz Creek these responsibilities and obligations are held by the City Council, collectively and individually; therefore, it is important for us to communicate with each of you in your role as a member of the City Council.

As part of this communication process, we have spoken with Richard Abrams, Mayor regarding our responsibilities under generally accepted auditing standards and the planned scope and timing of our audit. The purpose of this letter is to provide each of you with a summary of those discussions and to provide you with the opportunity to communicate with us on matters that may impact our audit.

Our Responsibility Under Generally Accepted Auditing Standards

As stated in our engagement letter addressed to Mr. Paul Bueche and dated October 28, 2011, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Overview of the Planned Scope and Timing of the Audit

Our audit fieldwork will include three phases. The planning and preliminary information-gathering, and risk assessment phase will occur during the last week of August; and the rest of our audit procedures will be performed during September.

To plan an effective audit, we must identify significant risks of misstatement in the financial statements and design procedures to address those risks. We identified no significant risks of misstatement.

We will gain an understanding of accounting processes and key internal controls through a review of the accounting procedures questionnaires and control procedures questionnaires prepared by management. We will perform confirmation, observation, and inspection procedures to ensure the accounting procedures and controls included in the questionnaires have been implemented. We will not express an opinion on the effectiveness of internal control over financial reporting; however we will communicate to you significant deficiencies and material weaknesses identified in connection with our audit.

The concept of materiality is inherent in our work. We place greater emphasis on those items that have, on a relative basis, more importance to the financial statements and greater possibilities of material error than with those items of lesser importance or those in which the possibility of material error is remote. In determining the materiality threshold, we considered the users of the financial statements. As we understand, the users of City of Swartz Creek's financial statements are the State of Michigan, grants and residents (in addition to the City Council and management); therefore, our consideration of the appropriate materiality threshold included the following factors: total assets, fund balance/net assets and revenue.

Information from You Relevant to Our Audit

An important aspect of this communication process is the opportunity for us to obtain from you information that is relevant to our audit. Your views about any of the following are relevant to our audit:

- City of Swartz Creek's objectives and strategies, and the related business risks that may result in material misstatements
- Matters you consider warrant particular attention during the audit, and any areas where you want to request additional procedures be undertaken
- Concerns about City of Swartz Creek's internal control and its importance to the City Council, including how the City Council oversees the effectiveness of internal control and the detection or possibility of fraud
- Significant communications with regulators
- The actions of the City Council in response to developments in accounting standards, regulations, laws, previous communications from us, and other related matters

If you have any information to communicate to us regarding the above or any other matters you believe are relevant to the audit, or if you would like to discuss the audit in more detail, please call me at 810-767-5350 as soon as possible.

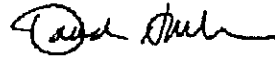
Members of Swartz Creek
City Council

3

August 22, 2012

Thank you for your time and consideration in this important aspect of the audit process. You can expect to hear from us again after the completion of our audit when we will report to you the significant findings from the audit.

Yours truly,
Plante Moran, PLLC



Tadd Harburn, CPA
Partner



City of
Swartz
Creek

Paul Bueche

City Manager

pbueche@cityofswartzcreek.org

27-August-2012

Lt. LISA SPEARY

MSP / EMHSD

Region #3 District Coordinator

4000 Collins Road

Lansing, Michigan 48909

ATT: Ms. JOYCE MCCARTHY

Sent VIA Email C/O Ms. Penny Burger, Fiscal Officer, MSP/EMHSD

Re: Section #19 Local Agency Disaster Grant

May 3 & 4, 2012 Flood, Genesee County

Dear **Lt. SPEARY**,

Please accept this application for relief as per the caption. By way of explanation, the application is a bit out of formula regarding requirements, however, we feel that under the circumstance, it should be considered. The damage suffered consists of the erosion of an embankment along the west side of South Morrish Road, just off the north end of the bridge deck, over Interstate #69 (see attachments: photo's, ROW Maps, etc.). In addition to the embankment, the gravel shoulder up to the paved shoulder was significantly damaged. As a temporary measure to protect the pavement, we have placed 300 yards of soil in the damaged area. The City's engineers are looking at long term solutions however, with design and bid, this may take 6-12 months before work is completed and all costs are reconciled.

To date, we have expended \$1,682 (grading work) towards the temporary solution. We have estimates of \$118,000 (excluding design, bid and construction engineering costs) for the permanent repair. Although we feel strongly that this work is the responsibility of M.D.O.T., it appears we have no other recourse. Further delay in arguing will only cause additional damage and cost to the taxpayer. We ask that your office consider our application to provide whatever assistance you can.

In advance, your time and attention are greatly appreciated.

Sincerely,

PAUL BUECHE

City Manager

(810)-635-4464

Attachments

8083 Civic Drive

Swartz Creek Michigan 48473

Phone: (810)-635-4464

Fax: (810)-635-2887

www.cityofswartzcreek.org

<ftp://cityofswartzcreek.org>

EMD-19 (9-94)
 MICHIGAN STATE POLICE
 EMERGENCY MANAGEMENT DIVISION
APPLICATION FOR DISASTER ASSISTANCE
 (Under Section 19, Act 390 PA 1976 as amended)

1. Applications may be submitted by a county or municipality.
2. Local units submitting applications shall appoint an agent to act on their behalf.
3. In accordance with Rule 4, this application shall be accompanied by a resolution of the governing body (see reverse side).
4. Applicant completes unshaded parts of this form.


1. POLITICAL SUBDIVISION		2. APPLICANT'S AGENT		INTERNAL USE ONLY	
Name CITY OF SWARTZ CREEK		Name PAUL D. BUECHE		Date Received	
Address 8083 Civic Dr. SWARTZ CREEK MI. 48473		Title CITY MANAGER		Date Reviewed	
Population		Address 8083 Civic Dr. SWARTZ CREEK MI. 48473		Incident No.	
				Telephone ()	

3. ELIGIBLE DISASTER EXPENDITURES AND COSTS (See Rule 6 of the Administrative Rules)			
Overtime for police department		Equipment repair costs for disaster	
Overtime for fire department		Volunteer costs	
Overtime for public works department		Costs to repair damage to public facilities or road systems caused by disaster	\$118,000.-
Overtime for county road commission		Other (name each)	
Overtime for emergency medical services			
Overtime for other employees			
Salaries of added employees			
Contracts with other jurisdictions			
Fuel for equipment used			
Shelter supplies for disaster		TOTAL	\$118,000.-

NOTE: Normal or day-to-day expenses; any costs reimbursed by a federal, state or local agency; any costs reimbursed by insurance; or any capital outlay expenditures are not eligible.

4. DISASTER BURDEN (See Rule 3(d) of the Administrative Rules)	
Dates of Consecutive 5-day period From MAY 3, 2012 TO MAY 4, 2012	Normal budget funds for listed agencies during 5-day period F.Y. 2011-2012: \$1,703,465
One (1) percent of listed agencies' annual general kind operating budget \$17,034.-	Amount of actual expenses for listed agencies during 5-day period - PENDING -
List of activated disaster-related agencies:	

5. PREVIOUS OPERATING BUDGET (See Rule 8 of the Administrative Rules)	
Applicants total operating budget for preceding fiscal year F.Y. 2010-2011: \$1,693,344	Ten (10) percent of the amount at left \$169,344

6. SIGNATURE OF APPLICANT'S AGENT	
Signature  CITY MANAGER	Date August 27, 2012

7. DISTRICT COORDINATOR REVIEW						
	Yes	No	N/A		Yes	No
Application and resolution complete				Applicant eligible		
Copy of local emergency declaration				Amount claimed		
Exhaustion of local effort				Amount eligible		
Emergency Management Program				COMMENTS:		
Work Agreement Form						
Annual Exercise						
Current Plan Standard						
Adequate Plan Standard						
Plan Implementation Standard						
Support Plan (if applicable)						
Substation of Claims Standard				District Coordinator's Signature	Date	
Damage Assessment Standard						

DIRECTORS RECOMMENDATION		
Grant approval recommended <input type="checkbox"/>	Grant amount recommended	Grant disapproval recommended <input type="checkbox"/>
Reasons for disapproval		
Signature		Date

**City of Swartz Creek
Swartz Creek, Michigan**

**City Council
Certified Resolution
120813-08**

Section #19 State Grant Application, May 3-4 2012 Flood & Damage Relief

Resolution No. 120813-08

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

WHEREAS, the City of Swartz Creek City Council, located in Genesee County, Michigan, is a political subdivision within the State of Michigan with an official Emergency Operations plan in compliance with Section 19 of the Emergency Management Act, Act 390, Public Acts of 1976, as amended; and

WHEREAS, the City of Swartz Creek sustained significant losses brought on by high winds and heavy rainfall, estimated by meteorologists to be 70 mph and nearly ten inches of rainfall in a twelve hour period, resulting in 400-500 homes flooded, numerous trees downed, large scale power outages, significant damage to an apartment complex that destroyed sixteen apartments, minor washout of catch basins to a variety of City Streets with heavy damage to a major street at a freeway overpass and significant flood damage to a high school; and

WHEREAS, the City of Swartz Creek City Council certifies that the Genesee County Emergency Operations Plan was implemented at the onset of the disaster at approximately 10:00 A.M. on Friday May 4, 2012 and all applicable disaster relief forces identified therein were exhausted.

WHEREAS, as a direct result of the disaster, public damage and expenditures were extraordinary and place an unreasonably great financial burden on the City of Swartz Creek, totaling an amount to be determined by staff and submitted with the grant.

NOW, THEREFORE BE IT RESOLVED THAT the City of Swartz Creek City Council requests the Governor authorize a grant to the City of Swartz Creek from the State Disaster Contingency Fund pursuant to Section 19, Act 390, Public Acts of 1976, as amended.

FURTHERMORE, City Manager Paul Bueche is authorized to execute for and in behalf of the City of Swartz Creek the application for financial assistance and to provide to the State any information required for that purpose.

Discussion Ensued.

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

I, the undersigned, duly qualified and acting Deputy Clerk of the City of Swartz Creek hereby certify that the foregoing is a true and complete copy of the Resolution adopted by the Council of the City of Swartz Creek at a regular meeting held on the 13^h day of August 2012, A.D.



Deanna Korth
Deputy Clerk

City of Swartz Creek

DATE: August 13, 2012
SEAL:

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:	<u>7.1789 Mills</u>

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
		0
		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	Estimated Beg Fund Balance
Total Local Streets Fund Project Appropriations		0	55,834
Total Local Streets Fund Appropriations		113,373	
			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	Estimated Beg Fund Balance
Total Garbage Fund Project Appropriations		0	455,030
Total Garbage Fund Appropriations		435,129	
			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	Estimated Beg Fund Balance
Total DDA Fund Project Appropriations		0	40,054
Total DDA Fund Appropriations		14,600	
			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	Estimated Beg Fund Balance
Total Drug Enforcement Fund Project Appropriations	0	2,666
Total Drug Enforcement Fund Appropriations	110,622	
		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	36202	
	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		
	Adopted	
Estimated Revenues		
Fire Equipment Replacement Fund Est Operating Revenue	230	
Fire Equipment Replacement Fund Est Project Revenue	0	
Total Fire Equip Replacement Fund Est Revenue	230	
	Adopted	
Appropriations		
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	Estimated Beg Fund Balance
Total Fire Equip Replacement Fund Project Approp	0	81,500
Total Fire Equip Replacement Fund Approp	0	
		Estimated Ending Fund Balance
Effect on Fire Equip Replacement Fund's Fund Balance	230	81,730
590 Water Supply Fund		
	Adopted	
Estimated Revenues		
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	
	Adopted	
Appropriations		
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	Estimated Beg Fund Balance
Total Water Supply Fund Project Appropriations	0	1,007,639
Total Water Supply Fund Appropriations	1,317,104	
		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
	Total Motor Pool Fund Project Appropriations	0
	Total Motor Pool Fund Appropriations	168,046
		Estimated Beg Fund Balance
		273,332
		Estimated Ending Fund Balance
	Effect on Motor Pool Fund's Fund Balance	(49,198)
		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.

Adopt 2011-2012 Fiscal Year Budget, Set Levy

Resolution No. 110523-05

(Carried)

Motion by Councilmember Binder
Second by Councilmember Hurt

I Move the Swartz Creek City Council, in accordance with the General Appropriations and Uniform Budgeting Act, adopt the proposed 2011-2012 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	1,569,358	
General Fund Estimated Project Revenues	29,129	
Total General Fund Estimated Revenues	1,598,487	
	Appropriations	Adopted
General Government Activities 101-299	311,932	
Public Safety Activities 301-399	935,973	
Public Works Activities 400-799	333,273	
Other Government Activities 800-999	122,287	
Total General Fund Operating Appropriations	1,703,465	Estimated Beg Fund Balance
Total General Fund Project Appropriations	29,129	1,205,063
Total General Fund Appropriations	1,732,594	
		Estimated Ending Fund Balance
Effect on General Fund's Fund Balance	(134,107)	1,070,956
202 Major Streets Fund		
	Estimated Revenues	Adopted
Major Streets Fund Estimated Operating Revenues	252,275	
Major Streets Fund Estimated Project Revenues	0	
Total Major Streets Fund Estimated Revenues	252,275	
	Appropriations	Adopted
General Government Activities 101-299	250	
Public Safety Activities 301-399	0	
Public Works Activities 400-799	126,113	
Other Government Activities 800-999	15,300	
Total Major Streets Fund Operating Appropriations	141,663	Estimated Beg Fund Balance
Total Major Streets Fund Project Appropriations	130,749	549,227
Total Major Streets Fund Appropriations	272,412	
		Estimated Ending Fund Balance
Effect on Major Streets Fund's Fund Balance	(20,137)	529,090
203 Local Streets Fund		
	Estimated Revenues	Adopted
Local Streets Fund Estimated Operating Revenue	71,943	
Local Streets Fund Estimated Project Revenue	15,000	
Total Local Streets Fund Estimated Revenue	86,943	
	Appropriations	Adopted

General Government Activities 101-299	750	
Public Safety Activities 301-399	0	
Public Works Activities 400-799	97,629	
Other Government Activities 800-999	0	
Total Local Streets Fund Operating Appropriations	98,379	Estimated Beg Fund Balance
Total Local Streets Fund Project Appropriations	2,000	105,681
Total Local Streets Fund Appropriations	100,379	
		Estimated Ending Fund Balance
Effect on Local Streets Fund's Fund Balance	(13,436)	92,245
226 Garbage Fund		
Estimated Revenues	Adopted	
Garbage Fund Estimated Operating Revenue	378,366	
Garbage Fund Estimated Project Revenue	0	
Total Garbage Fund Estimated Revenue	378,366	
Appropriations	Adopted	
General Government Activities 101-299	63,728	
Public Safety Activities 301-399	0	
Public Works Activities 400-799	335,792	
Other Government Activities 800-999	21,564	
Total Garbage Fund Operating Appropriations	421,084	Estimated Beg Fund Balance
Total Garbage Fund Project Appropriations	0	437,470
Total Garbage Fund Appropriations	421,084	
		Estimated Ending Fund Balance
Effect on Garbage Fund's Fund Balance	(42,718)	394,752
248 Downtown Development Authority Fund		
Estimated Revenues	Adopted	
DDA Fund Estimated Operating Revenue	55	
DDA Fund Estimated Project Revenue	0	
Total DDA Fund Estimated Revenue	55	
Appropriations	Adopted	
General Government Activities 101-299	7,025	
Public Safety Activities 301-399	0	
Public Works Activities 400-799	0	
Other Government Activities 800-999	0	
Total DDA Fund Operating Appropriations	7,025	Estimated Beg Fund Balance
Total DDA Fund Project Appropriations	0	44,975
Total DDA Fund Appropriations	7,025	
		Estimated Ending Fund Balance
Effect on Local Streets Fund's Fund Balance	(6,970)	38,005
265 Drug Enforcement Fund		
Estimated Revenues	Adopted	
Drug Enforcement Fund Estimated Operating Revenue	107,946	
Drug Enforcement Fund Estimated Project Revenue	0	
Total Drug Enforcement Estimated Revenue	107,946	
Appropriations	Adopted	
General Government Activities 101-299	0	
Public Safety Activities 301-399	107,946	95
Public Works Activities 400-799	0	

Other Government Activities 800-999	0	
Total Drug Enforcement Fund Operating Appropriations	107,946	Estimated Beg Fund Balance
Total Drug Enforcement Fund Project Appropriations	0	41
Total Drug Enforcement Fund Appropriations	107,946	
		Estimated Ending Fund Balance
Effect on Drug Enforcement Fund's Fund Balance	0	41
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	0	
Other Government Activities 800-999	0	
Total Senior Citizens Fund Operating Appropriations	0	Estimated Beg Fund Balance
Total Senior Citizens Fund Project Appropriations	0	0
Total Senior Citizens Fund Appropriations	0	
		Estimated Ending Fund Balance
Effect on Senior Citizens Fund's Fund Balance	0	0
350 City Hall Debt Fund		
Estimated Revenues	Adopted	
City Hall Debt Fund Estimated Revenue	86,376	
Total City Hall Debt Fund Estimated Revenue	86,376	
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	86,255	Estimated Beg Fund Balance
Total City Hall Debt Fund Appropriations	86,255	633
		Estimated Ending Fund Balance
Effect on City Hall Debt Fund's Fund Balance	121	754
401 Capital Projects Fund		
Estimated Revenues	Adopted	
Capital Project Fund Estimated Operating Revenue	0	
Capital Project Fund Estimated Project Revenue	0	
Total Capital Projects Fund Estimated Revenue	0	
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 Capital Projects Fund Operating Appropriations	0	Estimated Beg Fund Balance
Total Capital Projects Fund Project Appropriations	270,719	2,897
Total Capital Projects Fund Total Appropriations	270,719	
		Estimated Ending Fund Balance
Effect on Capital Projects Fund's Fund Balance	(270,719)	(267,822)

402 Fire Equipment Replacement Fund		
	Estimated Revenues	Adopted
Fire Equipment Replacement Fund Est Operating Revenue		100
Fire Equipment Replacement Fund Est Project Revenue		0
Total Fire Equip Replacement Fund Est Revenue		100
	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	Estimated Beg Fund Balance
Total Fire Equip Replacement Fund Project Approp	0	81,181
Total Fire Equip Replacement Fund Approp	0	
		Estimated Ending Fund Balance
Effect on Fire Equip Replacement Fund's Fund Balance	100	81,281
590 Water Supply Fund		
	Estimated Revenues	Adopted
Water Supply Fund Estimated Operating Revenue		1,401,819
Water Supply Fund Estimated Project Revenue		0
Total Water Supply Fund Estimated Revenue		1,401,819
	Appropriations	Adopted
General Government Activities 101-299		125,399
Public Safety Activities 301-399		0
Public Works Activities 400-799		1,324,713
Other Government Activities 800-999		46,289
Total Water Supply Fund Operating Appropriations	1,496,401	Estimated Beg Fund Balance
Total Water Supply Fund Project Appropriations	0	842,902
Total Water Supply Fund Appropriations	1,496,401	
		Estimated Ending Fund Balance
Effect on Water Supply Fund's Fund Balance	(94,582)	748,320
591 Sanitary Sewer Fund		
	Estimated Revenues	Adopted
Sanitary Sewer Fund Estimated Operating Revenue		1,119,809
Sanitary Sewer Fund Estimated Project Revenue		0
Total Sanitary Sewer Fund Estimated Revenue		1,119,809
	Appropriations	Adopted
General Government Activities 101-299		125,336
Public Safety Activities 301-399		0
Public Works Activities 400-799		791,816
Other Government Activities 800-999		100,256
Total Sanitary Sewer Fund Operating Appropriations	1,017,408	Estimated Beg Fund Balance
Total Sanitary Sewer Fund Project Appropriations	80,000	1,729,681
Total Sanitary Sewer Fund Appropriations	1,097,408	
		Estimated Ending Fund Balance
Effect on Sanitary Sewer Fund's Fund Balance	22,401	1,752,082
661 Motor Pool Fund		
	Estimated Revenues	Adopted
		97

Motor Pool Fund Estimated Operating Revenue	129,130	
Motor Pool Fund Estimated Project Revenue	0	
Total Motor Pool Fund Estimated Revenue	129,130	
Appropriations	Adopted	
General Government Activities 101-299	27,765	
Public Safety Activities 301-399	65,865	
Public Works Activities 400-799	58,250	
Other Government Activities 800-999	0	
Total Motor Pool Fund Operating Appropriations	151,880	Estimated Beg Fund Balance
Total Motor Pool Fund Project Appropriations	0	271,223
Total Motor Pool Fund Appropriations	151,880	
		Estimated Ending Fund Balance
Effect on Motor Pool Fund's Fund Balance	(22,750)	248,473
Total Estimated Revenues	5,161,306	
Total All Funds Appropriations	5,744,103	

Discussion Took Place.

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

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) City of Swartz Creek	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ Local Government	
Address (number, street, and apt. or suite no.) 8083 Civic Drive	Requester's name and address (optional)
City, state, and ZIP code Swartz Creek MI 48473	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number : : :
or
Employer identification number 38 6034855

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Sue Arroyo</i>	Date ▶ 8/27/12
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Maintenance Memorandum

Date: August 8, 2002

Subject: **Responsibility for Maintenance of Grade Separations on State Trunklines**

The determination established here will govern wherever maintenance responsibility has not been specifically established by contractual agreement or by legislation.

1. Railroads Crossing State Trunkline Highways

All new agreements entered into for railroad/highway grade separation will comply with Section 319(1) of Public Act 354 of 1993, which states maintenance responsibility of railroad/highway grade separations must be contained in the agreement.

In those few instances where no agreement exists, maintenance responsibility shall comply with Section 319(7) of Public Act 354 of 1993, which states the Michigan Department of Transportation shall determine the allotment of maintenance responsibility generally based upon the party whose traffic is carried by the structure.

2. State Trunkline Highways Crossing County or Local Roads and Streets

A. Where the state trunkline highway passes over a road or street owned by a local government unit, the Michigan Department of Transportation will maintain the structure, including retaining walls.

If the grade separation is part of an interchange, the department will also maintain the ramps. (For maintenance purposes, a ramp begins or ends at the local road edge of metal.) Utility contracts and permits in the interchange area will be under the control of the Michigan Department of Transportation.

The department will not be responsible for the maintenance of the highway or street under the grade separation structure, including drainage structures, protective barriers, under clearance signs, slope mowing, non-motorized paths, winter trails, signs, and under bridge lighting.

B. Where the state trunkline highway passes under a locally owned road, street, or a pedestrian walkover serving a locally owned road or street, the Michigan Department of Transportation will maintain its road and the structural integrity of the deck, superstructure, substructure, footings, retaining walls, and the following integral parts of the structure: sidewalks, curbs, railing, and pedestrian screening.

Maintenance Memorandum

Date: August 8, 2002

Subject: **Responsibility for Maintenance of Grade Separations on State Trunklines**

If the grade separation is part of an interchange, the department will also maintain the ramps, including the interchange area. Utility contracts and permits in the interchange area will be under the control of the Michigan Department of Transportation.

The department will not be responsible for the maintenance of the locally owned road or street, or any of the following that is beyond the structure abutments: approach pavement, embankments, drainage facilities, curbs, sidewalks, railing or guardrail. Nor will the department be responsible for the maintenance of the following located on the structure: street lighting, traffic signals, snow and ice removal, temporary patching of potholes and other depressions on the deck surface or sidewalks not affecting the structural integrity of the bridge, sweeping and cleaning of the structure, surface signing, and pavement markings.

Larry E. Tibbits
Chief Operations Officer
(Signature on file)

RAILROAD CODE OF 1993 (EXCERPT)
Act 354 of 1993

462.319 New construction, partial reconstruction, alteration, or removal of grade separation.

Sec. 319. (1) The construction of a new highway/railroad grade separation structure or the total reconstruction of an existing grade separation structure shall require a written agreement between all affected railroads, the road authority, and any other parties required by law to participate in the construction or funding of the grade separation. As a minimum, the written agreement shall include the following:

- (a) A detailed statement of the work to be performed by each party.
- (b) Methods of payment.
- (c) A description of any work to be performed by the affected parties at no cost to the project.
- (d) Each party's share of the project cost.
- (e) An itemized estimate of the cost of work to be performed by the railroad.
- (f) Methods to be used for performing the work, including contract and force account work.
- (g) Maintenance responsibilities.
- (h) Form, duration, and amounts of any needed insurance.
- (i) Appropriate reference to or identification of plans and specifications.
- (j) Statements defining the conditions under which the railroad will provide or require protective services during performance of the work, the type of protective services, and the method of reimbursement to the railroad.
- (k) Required minimum horizontal and vertical clearances for each track and roadway passing over or under the separation.
- (l) A clause providing transfer of responsibilities to successive parties in the event of the change of ownership or jurisdiction of the railroad or highway.
- (m) The parties responsible to expeditiously remove the grade separation structure and cost responsibility if the grade separation is no longer needed.

Each party signing the agreement shall receive an executed copy of the agreement and shall retain the agreement or a facsimile of the agreement for the life of the structure. If the roadway or railroad changes jurisdiction or ownership, the copy of the agreement shall be provided to the new affected party.

(2) The partial reconstruction of an existing highway/railroad grade separation, the alteration of an existing grade separation for increased railroad or highway facilities, or the removal of an existing grade separation shall be accomplished under the terms and conditions of the existing agreement or agreements covering the existing grade separation. If no agreement exists for the separation or if the existing agreement does not adequately address the proposed work, a new written agreement meeting the requirements of subsection (1) shall be executed before commencement of the work.

(3) For new construction, partial reconstruction, alteration, or removal of a grade separation, as provided for in subsections (1) and (2), where the affected parties cannot come to agreement, either the railroad or road authority may request, in writing, the department to order the construction, reconstruction, alteration, or removal of a grade separation. A request by a railroad or road authority shall include proposed profiles, plans, maps, and specifications showing the portions of the street or highway and the railroad or railroads, for which the grade is to be changed or modified and the details of construction necessary for the improvements.

(4) The department shall set a day for a hearing on the request and give written notice, together with a copy of the request, to all known interested parties in the proceeding at least 10 days before the day set for the hearing, and on the day set for hearing, or at any adjournment or continuance of the hearing, the parties in interest shall be entitled to be heard. The department may issue summonses or subpoenas to enforce the attendance of witnesses at the hearing and may make such examination of the location of the grade separation as it considers necessary.

(5) If after the hearing the department finds that the separation of grades, the reconstruction of existing grade separations, or the alteration of existing grade separations for increased highway or railroad facilities is necessary for the public convenience, welfare, and safety, it may by proper order approve the separation of grades, the reconstruction of existing grade separations, or the alteration of existing grade separations for increased highway or railroad facilities, together with the profiles, plans, maps, and specifications to govern the work. If it finds that there is no such necessity, it may by proper order deny the request. The department, if in its judgment finds it is necessary for the public convenience, welfare, and safety, may change or alter the location of a grade separation. When existing grade crossings of any streets or highways with the railroad are near an involved grade separation, plans for which are approved pursuant to this act, and are situated within a reasonable distance of the site approved for grade separation, and when it is considered practical and reasonable to abolish any of such crossings by connecting the streets or highways to the highway directly

served by the approved grade separation project, the department may order such crossings closed, may specify or approve the nature of connections to the highways interrupted by closing these crossings, and may require that the work be included as a part of the grade separation project. Profiles, plans, maps, and specifications for structures and railroad and highway approaches shall be prepared, unless otherwise agreed upon, by the party whose traffic is to be carried thereon, and likewise, unless otherwise agreed upon, the work of construction shall be performed by the party whose traffic is to be carried by such construction. However, if the profiles, plans, maps, and specifications of any party or parties have not been agreed to in writing by the other parties interested in the improvement before the day set for hearing on the application before the department, the department shall in its order prescribe the manner in which the separation of grades, the reconstruction of existing grade separations, or the alteration of existing grade separations shall be affected, fix and approve the profiles, plans, maps, and specifications, and in this behalf may approve in whole or in part, modify, or alter the plans submitted by the applicant.

(6) Unless otherwise agreed upon, the cost of constructing and making separation of grades, the reconstruction of existing grade separations, or the alteration of existing grade separations for increased highway or railroad facilities, computed as provided in this act, shall be borne according to the benefits received, except that projects requested by the road authority shall not exceed 15% by the affected railroad with the balance paid by the road authority, and projects requested by the railroad shall not exceed 15% by the affected road authority with the balance paid by the railroad. If there is more than 1 affected railroad, and the railroads do not agree on the division of the amount to be borne by each, then the division shall be made by the order of the department. If the amount to be borne by more than 1 road authority is not agreed upon, the division of the amount to be borne by them shall be made by the order of the department.

(7) Unless otherwise agreed upon, the department shall determine the parts or sections of a grade separation undertaking that shall be maintained by the railroad and the part or sections that shall be maintained by the road authority. Unless there are special conditions which complicate a direct allotment of the division of maintenance responsibilities, the maintenance of the structure and approaches and corresponding items of work shall be performed and the cost shall be borne entirely by the party whose traffic is carried thereon. The railroad shall repair or replace, at its own expense, any portions that may be damaged or destroyed by accident or otherwise arising from railroad traffic, and the road authority will repair or replace, at its own expense, any portions that may be damaged or destroyed by highway traffic.

(8) In computing the costs of an improvement, abuttal damages, property acquisition costs, engineering costs, all the other costs of construction, both temporary and permanent, including railroad and highway approaches to the structure incident to the separation of grades, reconstruction of existing grade separations, and the alteration of existing grade separations for increased highway or railroad facilities as set forth in the profiles, plans, maps, and specifications approved by the department may be considered. Additional property acquired or to be acquired for economizing the cost of the improvement and necessary to the grade separation structure and immediate approaches for preserving the existing railroad or highway may be considered a construction cost and included in the cost of the improvement.

History: 1993, Act 354, Imd. Eff. Jan. 14, 1994.

NE-NE
Sec.35

CLAYTON TWP.
T7N-R5E

26 25
35 36 CITY LIMITS

AREA OF DETERIORATION

City of
SWARTZ CREEK

MORRISH ROAD

49.2'± ROW 33.8'± ROW

N. Kasse

NW-NW
Sec. 36

SE-NE
Sec.35

SW-NW
Sec. 36

39 OD

39 A

56+75

+52 3' Drain Ditch

Station Relation
Sta. 1916 +34.58 SWRK E.
Sta. 50 +00 Morrish Rd.

C-35

51EA

R.O.W.

I-69

36

C-42

51

43

52

29

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44

54

45

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46

56

47E

20

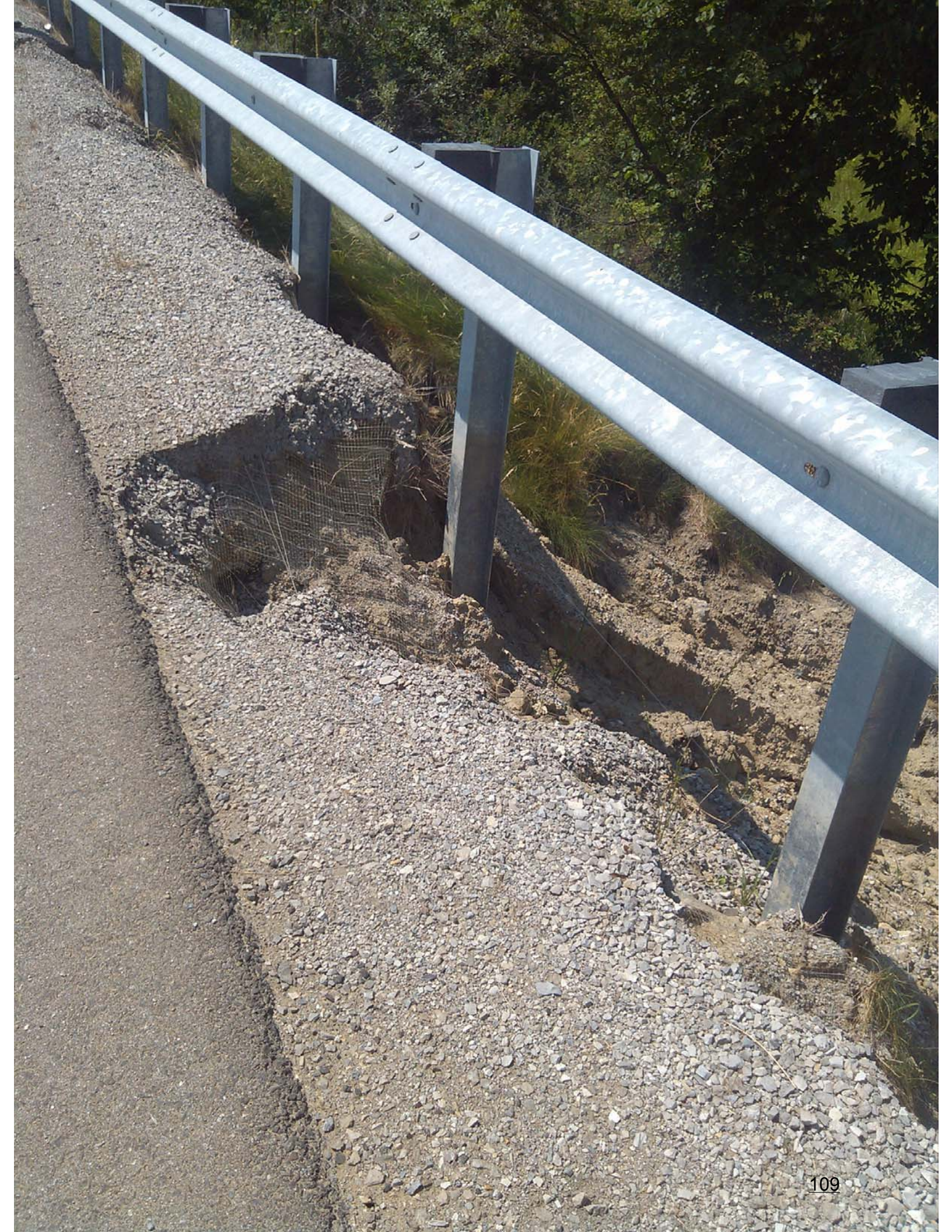
15

Sup. Plat of
SWARTZ CREEK

NE-SE
Sec. 35

NW-SW
Sec.36







Proposal

Page No. / of / Pages



C & H Construction Co., Inc.

9215 Grand Blanc Road
GAINES, MICHIGAN 48436
(810) 635-9411
FAX (810) 635-4118

ATTN: THOMAS SURCEK

Fax 810 635-2887

PROPOSAL SUBMITTED TO CITY OF SWARTZ CREEK, DPW	PHONE 810 635-4404	DATE JULY 3, 2012
STREET 8083 CIVIC DRIVE	JOB NAME SLOPE STABILIZATION SOLUTIONS	
CITY, STATE and ZIP CODE SWARTZ CREEK, MICHIGAN 48473	JOB LOCATION MORRISH ROAD AND I69 EXPRESSWAY	
ARCHITECT PBR CITY	DATE OF PLANS 6/27/2012	WEST SIDE OF ROAD AT BRIDGE.
		JOB PHONE 810 635-4404

We Propose hereby to furnish material and labor — complete in accordance with specifications below, for the sum of:

Payment to be made as follows: _____ dollars (\$ _____).

**EROSION CONTROL FOR AREA SIZE AS
FOLLOWS 350' LW. FT. BY 45' FT. SIDE SLOPE = 15,750 Sq. FT.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature Michael Castro up.

Note: This proposal may be withdrawn by us if not accepted within 90 days.

We hereby submit specifications and estimates for:

ALL WORK AS LISTED FOR THREE SOLUTIONS TO THE SIDE SLOPE PROBLEM ALONG THE WEST SIDE OF MORRISH ROAD AT I69 EXPRESSWAY OVERPASS.

DESCRIPTION IS AS FOLLOWS

1.) SOLUTION NO. 1. CAGON BASKETS
MATERIAL, GALVANIZED BASKET 6' BY 3' BY 1.50
FILLED WITH 1" BY 3" LIMESTONE.
TOTAL → \$ 117,650.⁰⁰

2.) SOLUTION NO. 2. GEOWED SOIL STABILIZATION
WITH 20A LIMESTONE 1/4" TOP SOIL 1/2" SEEDING
AND MULCH.
TOTAL → \$ 88,720.⁰⁰

3.) SOLUTION NO. 3. RELOCATE EXISTING SWALE AT BOTTOM
OF SLOPE WEST 40' FEET AND ADD CLAY FILL TO
SIDE SLOPE TO CHANGE ANGLE TO A LESS DEGREE
OF SLOPE.
MATERIAL NEEDED 8,000 YARDS OF CLAY FILL
450 YARDS OF TOP SOIL
SEEDING AND MULCH ALL DISTURBED AREAS.
TOTAL → \$ 62,890.⁰⁰

NOTE: ALL SOLUTIONS INCLUDE TRAFFIC CONTROL AND RESTORATION.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

CSI Geoturf®

Scott Czewski, P.E.

Project Consultant

1500 Alloy Parkway
P.O. Box 668
Highland, MI 48357

Office: 248-887-6767

Fax: 248-887-0855

Cell: 517-348-8450

sczewski@geoturf.com

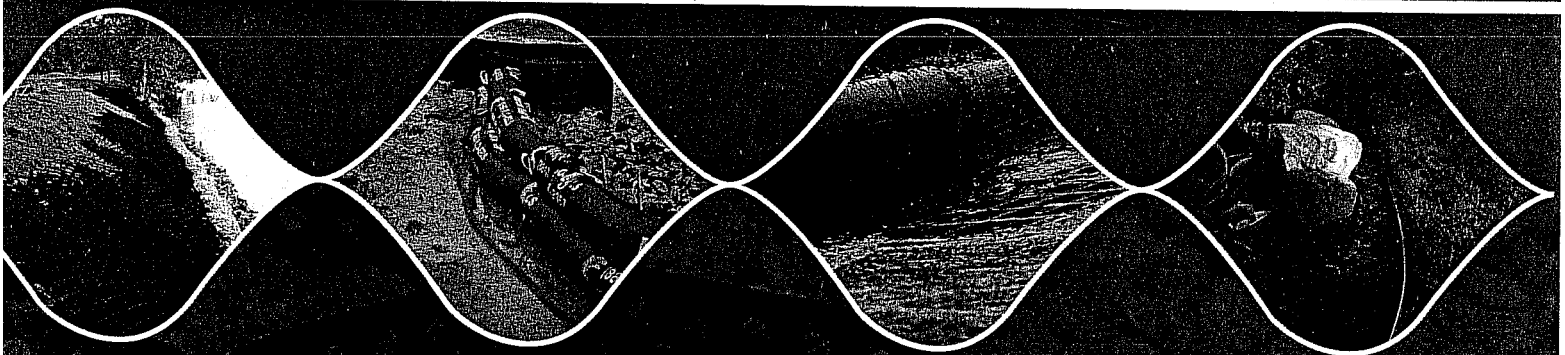
www.geoturf.com

1-800-621-7007

2012

WHOLESALE CATALOG

CSI Geoturf[®]



- **Civil Site Improvement**
- **Erosion & Sediment Control**
- **Stormwater Management**
- **Landscape Enhancements**



MACCAFERRI

Environmental solutions

Gabion Baskets

Gabions are used for the construction of retaining structures in all environments and climates. They are rectangular cages made of hexagonal woven steel wire mesh laced together and filled with stone. Gabions are characterized by being monolithic or continuously built, flexible, permeable, easy to construct, and extremely cost effective.

- Comes in galvanized or PVC coated
- Mesh size is 3¼" x 4"

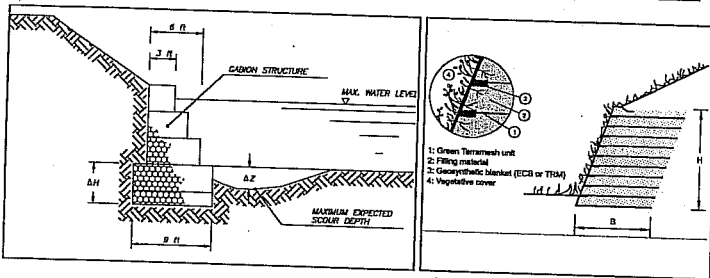
SIZE (L x W x H)	CAPACITY (CUBIC YDS.)	TOTAL FACE FT. PER UNIT
6' x 3' x 3'	2	18
9' x 3' x 3'	3	27
12' x 3' x 3'	4	36
6' x 3' x 1.5'	1	9
9' x 3' x 1.5'	1½	13½
12' x 3' x 1.5'	2	18
6' x 3' x 1'	.66	6
9' x 3' x 1'	1	9
12' x 3' x 1'	1.33	12

Reno Mattresses

Reno mattresses are used for river bank and scour protection, channel linings for erosion control, and embankment stability. They are filled with rock at the project site to form flexible, permeable, monolithic structures to promote rapid growth of natural vegetation. All the physical and mechanical properties of Maccaferri Reno mattresses meet or exceed the requirements of ASTM A975-97.

- Comes in galvanized or PVC coated
- Mesh size is 2½" x 3½"

SIZE (L x W x H)	CAPACITY (CUBIC YDS.)	TOTAL FACE FT. PER UNIT
9' x 6' x 6"	1	54
12' x 6' x 6"	1.33	72
9' x 6' x 9"	1½	54
12' x 6' x 9"	2	72



Green Gabions

Green Gabion is a structural product used for soil and stream bank stabilization, restoration and erosion mitigation solutions. It is specifically designed for use with soil bioengineering techniques such as live staking, brush layering and rooted plants, to create permanent, vegetating, armored systems. Green Gabions should be filled with a mix of stone and topsoil to create environmental conditions for plant colonization and establishment.

- Lined with a 100% coconut (coir) blanket inside
- Comes in galvanized or PVC coated
- Mesh size is 3½" x 4"

SIZE (L x W x H)	CAPACITY (CUBIC YDS.)	TOTAL FACE FT. APPROX. SQ. FT.
6½' x 3.28' x 1.64"	1.3 at 45 degree	12
6½' x 3.28' x 1.64"	1.3 at 60 degree	14

Terramesh

The Terramesh system is an environmentally friendly modular system used for soil reinforcement such as mechanically stabilized embankments. Terramesh units are similar to standard gabion baskets and provide similar benefits, but add a longer base panel that extends back into the slope to provide reinforcement and stabilization. A green structure can be achieved by hydroseeding or live planting.

Maccaferri Terramesh Sizes

- PVC Coated Wire Mesh

SIZE (L x W x H)	CAPACITY (CUBIC YDS.)	TOTAL FACE FT. PER UNIT
9' x 6' x 1.5' / 3'	1 / 2	9 / 18
12' x 6' x 1.5' / 3'	1 / 2	9 / 18
15' x 6' x 1.5' / 3'	1 / 2	9 / 18
18' x 6' x 1.5' / 3'	1 / 2	9 / 18

Maccaferri Green Terramesh

Additionally, Green Terramesh features a geosynthetic three-dimensional geomat (Green Terramesh® "Water" type) or a biodegradable 100% coconut fiber biomat (Green Terramesh "Soil" type) attached to the inside facing. This facing retains the backfill and permits a vegetative cover to establish rapidly. They also feature pre-formed steel brackets to maintain a pre-formed facing slope angle. All Terramesh units are supplied in standard lengths, requiring minimal field adjustments.

Maccaferri Green Terramesh Sizes

- PVC Coated Wire Mesh

SIZE	SLOPE ANGLE	TOTAL FACE FT. PER UNIT
9.8 x 6.5 x 1.4 / 1.8	60° or 70°	9.1 / 11.7
13.1 x 6.5 x 1.4 / 1.8	60° or 70°	9.1 / 11.7
16.1 x 6.5 x 1.4 / 1.8	60° or 70°	9.1 / 11.7
19.7 x 6.5 x 1.4 / 1.8	60° or 70°	9.1 / 11.7

SLOPE EROSION CONTROL: GABIONS, LIVE STAKES

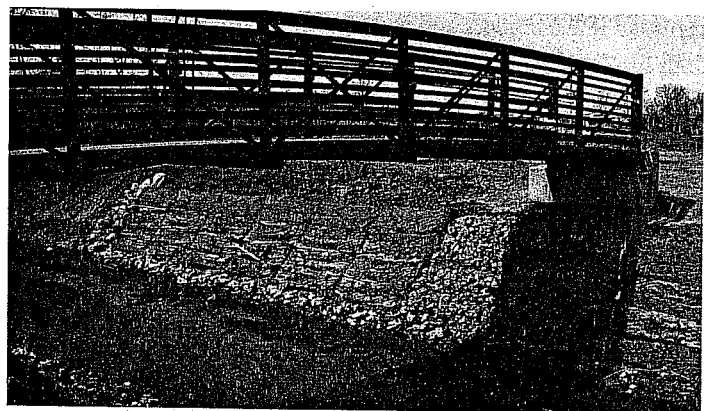
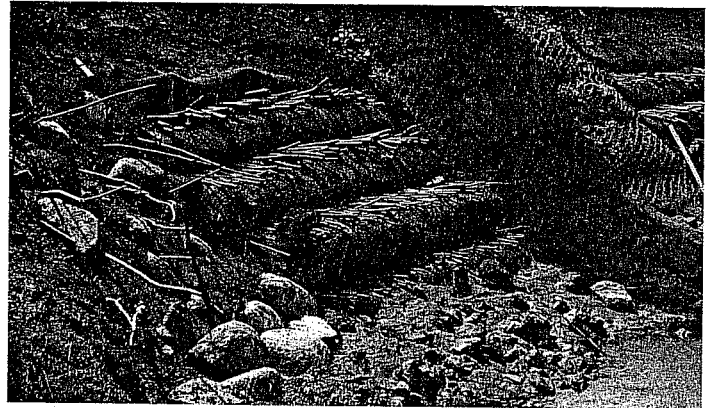
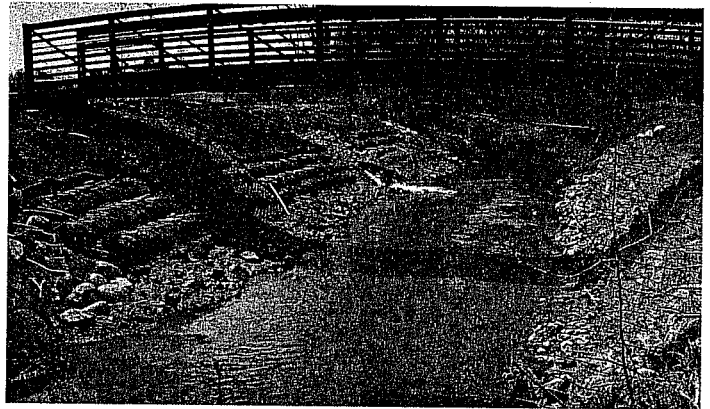
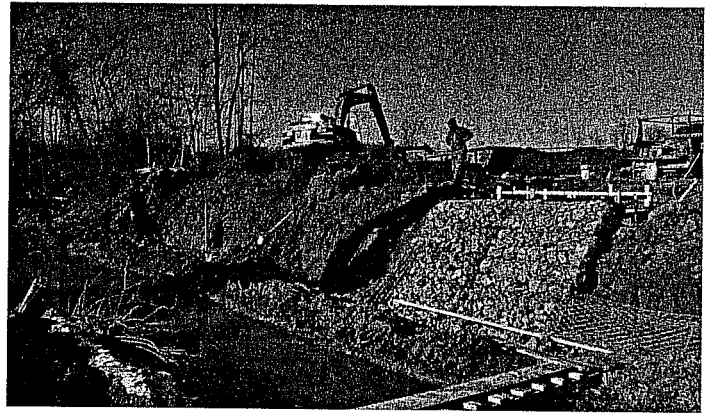
Flodin Park in Canton Township was in dire need of improvements from the park and sport area to the natural area. Fellows Creek flows through the park neatly separating the park area from the natural area and Fellows Creek was also in dire need of stream bank repairs. The most critical creek area in need of improvements was the 100 feet of stream bank on either side of the creek crossing bridge.

Smith Group in conjunction with Canton Township designed a solution including a new bridge with hard armor soil erosion protection. The hard armour protection was supplied by Maccaferri Gabions. Two types of gabions were included on the project. On the inside curve of the creek, typical rectangular gabions were used in conjunction with Green gabions. Green Gabions were used exclusively on the outside curve of the creek.

The Green gabion structure is similar to typical rectangular gabions, except that the front panel is cut and folded to provide a front panel on a 45 degree angle. The angle provides a smoother wall as well as a much more natural looking slope. In addition, the inside of the front panels of Green gabions (except for under the bridge itself) are lined with a coconut erosion control blanket. The blanket allows for the use of a soil, gravel mixture instead of rock. The soil, gravel mixture then provides a base for vegetation. In particular, live stakes were used extensively throughout the slope area. Live stakes, a bioengineered concept, were used extensively throughout the slope area and vegetated the green gabion structures.

PROJECT REPORT

Name: Fellows Creek Wetland Nature Trail
 Location: Canton, MI
 Product: Maccaferri Gabions, live stakes
 Contractor: DeAngelis Construction
 Owner: Canton Township
 Engineer: Smith Group





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to now offer Presto
Geosystems' GEOWEB®
cellular confinement system**

CSI Geoturf®

Down to Earth Solutions



GEOSYSTEMS



GEOWEB®
MADE IN THE USA

solving challenging soil stabilization problems

For the most advanced soil stabilization technology today, rely on the proven Presto Geosystems' GEOWEB® cellular confinement system for solving challenging soil stability problems.

genuine GEOWEB®

THE ORIGINAL CELLULAR CONFINEMENT SYSTEM

Presto Geosystems is the original developer of the geocell technology and leads the industry in research and development. The result is meaningful product improvements, innovative features, advanced engineering methodologies and proven field results that provide the most cost-effective and long-term solutions to soil stabilization problems. Innovations continue today to provide you with sustainable, high-performing and lowest-cost solutions.

GEOWEB® KEY APPLICATIONS

**Load Support • Slope Protection • Shoreline Protection
Channel Protection • Erosion Control • Vegetated Retaining Walls**

GEOWEB® sections are available in various cell types and depths, and section lengths to most economically meet project requirements.

CSI Geoturf®

Down to Earth Solutions

Contact a CSI Geoturf representative today at 800-621-7007 to learn more about GEOWEB® and the many other Geosystems products we now offer.

www.geoturf.com

OVER 1/69 AT MOTTISH RD

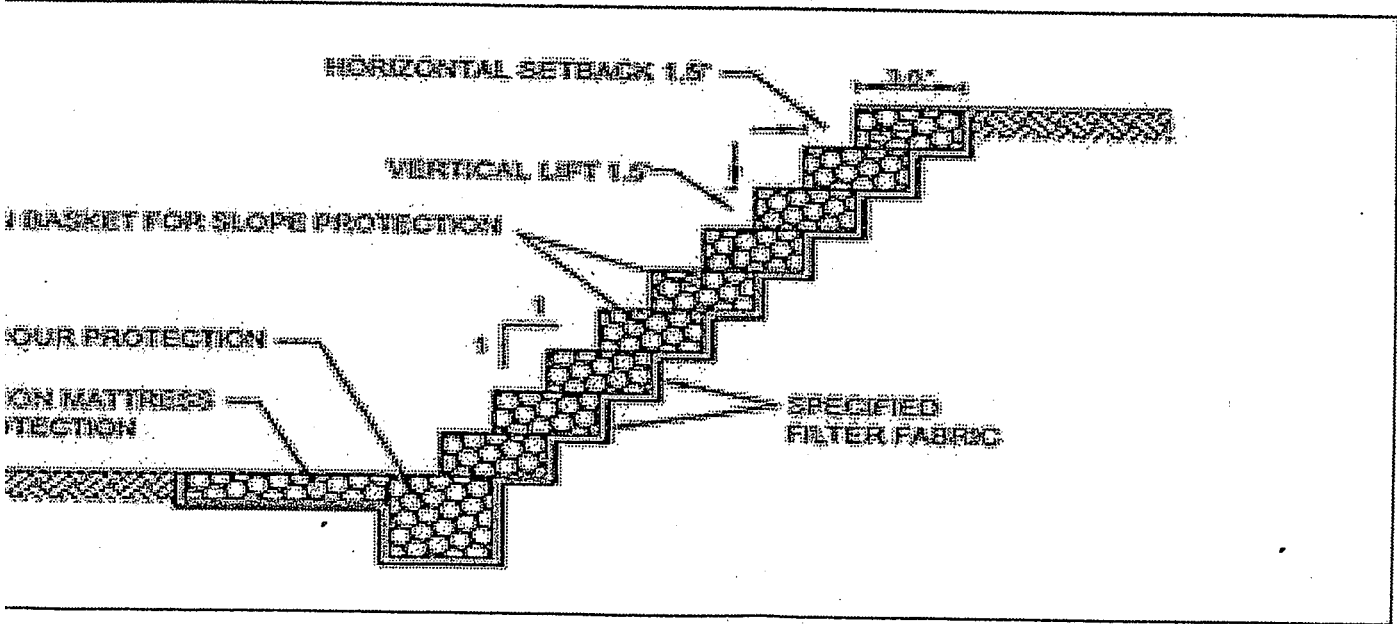
PROPOSED NEW DESIGN

PLAN DATE 6/15/2021

CITY OF SWARTZ CREEK, DPW

365' LW FT. LONG

45' ANGLE SLOPE TOP TO BOTTOM





September 5, 2012

Attention: Paul Bueche
Swartz Creek City Manager

As requested, *Tri-County Wireless, Inc.*, a broadband wireless provider located at 256 Fenway Drive, Fenton, MI is quoting a Wi-Fi hot-zone for the City of Swartz Creek. As discussed, this hot-zone will allow free access to the internet for anyone with a Wi-Fi (Wireless Fidelity) capable device within the designated coverage area. Our quotation is for two separate locations: Elms Road Park and The City Offices.

The project goal is to provide an umbrella type pattern of coverage for open air internet access to all users within the designated coverage area. Please find attached three separate specification and price quotes — one for each individual location and one which includes both locations.

These quotes are based on having 24/7 access to the premises and the tower(s) for installation and maintenance of wireless equipment. We will install up to 3 devices on each tower. From these towers, we will create PTP (Point-to-Point) connections between 4-6 different nodes mounted within Elms Road Park, and an additional 3 nodes mounted at the City Offices. Each of these nodes will broadcast a Wi-Fi overlapping signal that will blanket the whole area requested. Solar powered systems will be required for all node sites which do not have access to AC power.

The same type of Wi-Fi system is up and running in the Cities of Fenton and Linden. Both cities have a high volume of users tapping into the internet and worldwide web in these "free" hot zones. The City of Fenton has been up and running since 2009 and we completed the Linden Wi-Fi build-out last year.

Thank you for the opportunity to present this community enhancement project to the City of Swartz Creek and its officials. We look forward to hearing from you in the near future on this matter.

Thank you for your consideration,

Thomas Hameline
Field Operations Supervisor
810.433.6800
T@TCW.CO



Tri-County Wireless
 256 N. Fenway Drive
 Fenton, MI 48430-2699

Invoice: 90512
Date: 9/5/2012

Phone: (810) 433-6800 / Fax: (810) 629-9227
 www.tcwireless.us

Bill to:
 Swartz Creek City Offices
 Attn: Paul Bueche

City Office Quote Only

Description	Price	Qty	Extended
Equipment	\$ 3,522.00	1	\$ 3,522.00
Labor	\$ 5,520.00	1	\$ 5,520.00
Monthly Services with 2 year contract	\$ 129.95	1	\$ 129.95

Salesperson: Thomas Hameline 810-397-4582		Subtotal	\$9,171.95
50% of invoice is due up front. Remaining 50% is due upon completion and approval from customer.		Total Taxes	\$0.00
		Total	\$9,171.95
		Paid	\$0.00
		Due	\$9,171.95
Signature	Name	Phone Number	

Tri-County Wireless
 256 N. Fenway Drive
 Fenton, MI 48430-2699

Invoice: **90512**
 Date: **9/5/2012**

Phone: (810) 433-6800 / Fax: (810) 629-9227
 www.tcwireless.us

Bill to:
 Swartz Creek Elms Road Park
 Attn: Paul Bueche

Elms Road Park Quote Only

Description	Price	Qty	Extended
Equipment	\$ 9,543.60	1	\$ 9,543.60
Labor	\$ 7,440.00	1	\$ 7,440.00
Monthly Services with 2 year contract	\$ 129.95	1	\$ 129.95

Salesperson: Thomas Hameline 810-397-4582 50% of invoice is due up front. Remaining 50% is due upon completion and approval from customer.	Subtotal	\$17,113.55
	Total Taxes	\$0.00
	Total	\$17,113.55
	Paid	\$0.00
	Due	\$17,113.55
Signature	Name	Phone Number

Tri-County Wireless
 256 N. Fenway Drive
 Fenton, MI 48430-2699

Invoice: **90512**
 Date: **9/5/2012**

Phone: (810) 433-6800 / Fax: (810) 629-9227
 www.tcwireless.us

Bill to:
 Swartz Creek City Offices & Elms Road Park
 Attn: Paul Bueche

City Offices and Elms Road Park Combo Quote

Description	Credit	Price	Qty	Extended
Equipment		\$ 13,065.60	1	\$ 13,065.60
Labor		\$ 12,960.00	1	\$ 12,960.00
Monthly Services with 2 year contract		\$ 129.95	2	\$ 259.90
Combination Credit	\$ 1,580.00			

Salesperson: Thomas Hameline 810-397-4582		Subtotal	\$26,285.50
50% of invoice is due up front. Remaining 50% is due upon completion and approval from customer.		Total Taxes	\$0.00
		Total	\$26,285.50
		Credit	\$1,580.00
		Due	\$24,705.50
Signature	Name	Phone Number	

Sheet1
Elms Road Park
Bill Of Materials

QTY	Product	Item #
2	UBNT Nano Bridge BH	UNB-M25
1	UBNT Rocket M5	Rocket M5
3	Solar Panel Kits	SPK-20w
1	UBNT 5Ghz Antenna	AMO-5G13
6	UBNT Unifi	UAP-Outdoor
6	UBNT Loco	Loco M
1	Router	RB 951-2n
1	Outdoor Cat5e Insulated Line	Cat5e-HD
50	RJ-45 Ends	RJ-45
1	Hex Head Screws	
1	Clear Caulk	
	Misc Electrical Equipment	

Sheet1

Swartz Creek City Offices

Bill Of Materials

QTY	Product	Item #
2	UBNT Nano Bridge BH	UNB-M25
1	UBNT Rocket M5	Rocket M5
1	UBNT 5Ghz Antenna	AMO-5G13
3	UBNT Unifi	UAP-Outdoor
3	UBNT Loco	Loco M
1	Router	RB 951-2n
2	Outdoor Cat5e Insulated Line	Cat5e-HD
50	RJ-45 Ends	RJ-45
1	Hex Head Screws	
1	Clear Caulk	
	Misc Electrical Equipment	

Pictures Of Equipment Needed



UBNT Rocket5 Omni Antenna

UBNT Nano Bridge M5



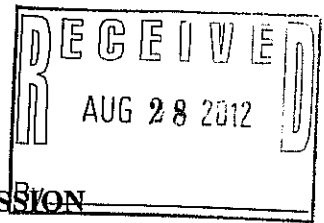
UBNT UniFi (UAP-Outdoor)

UBNT Rocket M5-AP



UBNT NanoStation M5





**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

**NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-16485-R**

- Consumers Energy Company requests Michigan Public Service Commission approval to reconcile its gas cost recovery costs and revenues for the 12-month period of April 2011 through March 2012.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- The first public hearing in this matter will be held:

DATE/TIME: September 10, 2012, at 10:00 a.m.
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge Sharon L. Feldman

LOCATION: Constitution Hall
525 West Allegan
Lansing, Michigan

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

The Michigan Public Service Commission (Commission) will hold a public hearing to consider Consumers Energy Company's (Consumers Energy) June 29, 2012 application to reconcile its gas cost recovery (GCR) costs and revenues for the 12-month period April 2011 through March 2012. Consumers Energy has calculated that it has a refund obligation to its natural gas customers for the 2011-2012 GCR periods of approximately \$2.4 million, which is subject to the roll-in treatment described in the Company's tariff, Rule C7.2. The calculated amount reflects an overrecovery for the GCR period of approximately \$0.6 million plus accrued interest of approximately \$1.8 million.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by September 3, 2012. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's Legal Department – Regulatory Group, One Energy Plaza, Jackson, Michigan 49201.

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

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

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

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in 1982 P.A. 304 proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1999 AC, R 460.17101 et seq.

[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY CONSUMERS ENERGY'S GAS COST RECOVERY RECONCILIATION AND OTHER PROPOSALS IN WHOLE OR IN PART, AND MAY APPROVE LESSER OR GREATER AMOUNTS THAN THOSE REQUESTED.]

August 16, 2012

S A G E



Safe & Active
Genesee for Everyone

**SAGE
COALITION**
Founding members
*The Disability
Network*

*Greater Flint
Health Coalition*

*Friends of the
Flint River Trail*

*Flint River
Corridor Alliance*

*City of Flint, Parks
& Recreation
Department,
Kearsley Park
Project*

*City of Flint,
Transportation
Department*

*Genesee County
Parks &
Recreation
Commission*

*Genesee County
Metropolitan
Planning
Commission*

*Genesee Regional
Trail Council*

*IMA Recreation
Association*

*University of
Michigan-Flint,
Center for Applied
Environmental
Research*

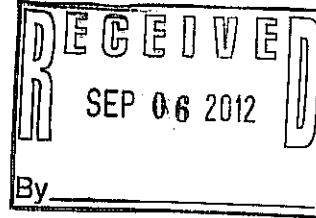
*University of
Michigan-Flint,
Recreation Center*

YWCA

*Michigan Fitness
Foundation*

*Crim Fitness
Foundation*

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



Dear Manager Bueche,

Safe & Active Genesee for Everyone (SAGE) encourages you to celebrate the first annual Michigan Trails Week, September 23 – 29.

Communities across the state will recognize Michigan's diverse network of trails through weeklong events, outreach and promotion. The SAGE coalition hopes you will represent Genesee County in this statewide celebration of our natural resources. Host an event and let everyone know about the trails that make your community active, healthy and happy!

To add your event to the Michigan Trails Week online event calendar, email your information to mitrailweek@gmail.com. Be sure to include details such as who, what, when where and how.

In addition, Friends of the Flint River Trail, a member of SAGE, is organizing a coordinated effort to schedule and promote Michigan Trail Week events in Genesee County. For more information, email Jack Minore, board member of the Michigan Trails and Greenways Alliance, at jacksonmin@aol.com.

The SAGE coalition would be honored to assist in further promoting your activities. For information or assistance promoting your Michigan Trails Week event, contact Active Living Associate Theresa Roach at 810-235-7894 or troach@crim.org.

Sincerely,

Lauren Holaly
On Behalf of SAGE
Active Living Director
Crim Fitness Foundation

Save the Dates - September 23-29

Michigan Trails Week is *Pure Michigan* and You Can Be Part of It!

To celebrate Michigan's vast and varied network of trails (motorized, non-motorized, and water trails), the Department of Natural Resources (DNR), Michigan Recreation and Parks Association (MRPA) and the Michigan Trails and Greenways Alliance (MTGA) are planning a weeklong promotional campaign that will highlight events and volunteer activities happening in communities around the state. Getting your organization and events included in this inaugural campaign is simple - here's how:

1. Identify trail-related events taking place during that week—or create one to add to the celebration!
2. Add your event to the Michigan Trails Week online calendar of events that will be featured on the campaign home page. Simply email your event info to mitrailweek@gmail.com to be included. Remember to include details like who, what, when, where, and how to get more information if needed.
3. All participating event planners will receive an email with a link to the Michigan Trails Week eToolkit. The eToolkit will include Michigan Trails Week logos, photos, sample press releases, and flyer and poster templates you can use to help show your participation in this inaugural campaign.

The week culminates on National Public Lands Day with a statewide "work bee," so this is also a great time to plan a trail clean-up. These projects can also be added to the online calendar of events, and you may even find new volunteers through this statewide promotional campaign that will be supported by Pure Michigan.

We want everyone to feel welcome to Michigan's woods, so please join us in inviting everyone to come out play! Please share this email with any person or organization you think would want to be included in this campaign.

Thank you!

Maia Stephens
Recreation Programmer
DNR Parks and Recreation Division
989-225-8573
stephensm3@michigan.gov

The Recreation Passport supports state parks, forest campgrounds and pathways, historic and cultural resources, and establishes a grant program for your local recreation agency - plus the Passport Perks discount program can save you enough to pay for your plates! Check "Yes!" when you renew your license plates. Learn more at www.michigan.gov/recreationpassport