

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday October 14, 2013 7:00 P.M.
City Hall Building, 8083 Civic Drive Swartz Creek, Michigan 48473**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
 - 4A. Regular Council Meeting of September 23, 2013 MOTION Pg. 8, 19-42
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 8
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 2-7
 - 6B. Monthly [Police](#), [DPW](#) & [Check Ledger](#), [Rev-Expense Report](#) Pg. 43, 52, 59
 - 6C. Cornerstone Addition, Site Plan Approved (Agenda Item) CD
 - 6D. Cornerstone Addition, Architect Letter (Agenda Item) Pg. 65
 - 6E. Great Lakes, Asian Carp Commitment (Agenda Item) Pg. 66-69
 - 6F. Police Video Equipment Purchase, Transfer (Agenda Item) Pg. 70-77
 - 6G. Assessment Calculations, Public Safety Millage (Agenda Item) Pg. 78
 - 6H. City Owned Vacant Parcels, Springbrook East & Heritage (Agenda Item) Pg. 79-99
 - 6I. Historical Society Agreement Pg. 100-102
 - 6J. Morrish Bridge, Rowe Letters Pg. 103-105
 - 6K. Comcast Notice, Channel Changes Pg. 106
 - 6L. County Notice, Haz Mitigation Plan Pg. 107
 - 6M. County Draft Action Plan, Public Hearing Draft CD
 - 6N. Sr. Center Annual Audit Report CD
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Cornerstone Baptist Church, Site Plan Amendment RESO. Pg. 9, 65, CD
 - 8B. Great Lakes Protection Commitment, Asian Carp RESO. Pg. 10, 66-69
 - 8C. Budget Transfer, Police Interview Video System RESO. Pg. 13, 70-77
 - 8D. Public Safety Millage RESO. Pg. 13, 78
 - 8E. City Owned Vacant Lots, Springbrook East & Heritage Village RESO. Pg. 13, 79-99
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

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

Regular Council Meeting of Monday October 14, 2013 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: PAUL BUECHE // City Manager
DATE: 11-October-2013

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

- ✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** (*See Individual Category*)

- MORRISH ROAD BRIDGE PROJECT** (*Status*)

Cost estimates are as follows:

Morrish Road Bridge Deck Project (Summer, 2013)

Constr Total	Constr City Match	P.E.	C.E.	Total City Match	Project Total
\$425,453	\$36,957*	\$29,589	\$70,931	\$137,477	\$525,973

*Includes Enhancements & Walk-Way / Does Not Include Lighting (Estimated to be \$10,000)

Solutions to the rail and water pooling issues are still pending. We continue to hold back proportioned payments until these matters are resolved.

- ✓ **2013-2014 FY BUDGET, LONG-TERM PUBLIC SAFETY FUNDING** (*Resolution*)

I'll venture the guess that the entire Council is in support of proceeding with the SAD process on a value based collection, meaning that we'll follow a levy process as opposed to a set amount per parcel. Having said this, the only item left to decide is what amount to levy. In conversation with the Council, the desired amounts are 4.5 mills to 4.9 mills. I've set this for conversation tonight to arrive at a number so as we may prepare the paperwork and notices. The initial resolution is scheduled for the regular meeting of October 28th with a wrap up final determination at the meeting of November 25th. The first collection will be with the summer billings in 2014.

October 28 Meeting:

- Resolution Directing Staff to Prepare SAD, Boundaries, Costs
- Recognize Boundaries, Total Collection & Rates
- Set First Public Hearing for November 11, 2013
- Letter to be Sent by October 23rd, Publish Public Notice (View) by Oct 29th

November 11 Meeting:

- Hold First Public Hearing
- Approve and Set Roll
- Set Second Public Hearing for Meeting of November 25th
- Letter Out by November 13th and notice in paper by Nov 15th

November 25 Meeting:

- Approve Assessment Roll, Approve Warrant, Order on Tax Roll for Collection, 2014

- ✓ **WATER – SEWER ISSUES PENDING** (*See Individual Category*)

- REHABILITATION PROGRAM** (*Status*)

Pending creation of a new plan for continuation of the Rehabilitation Program.

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

WWS advises that now that we have cleared the sanitary sewer concerns as it relates to the main that crosses the creek at the bridge, they'll begin preparing

agreements for transfer of the main to the County. As soon as I get a draft of the agreement, I'll set the matter up for discussion on the terms.

- ❑ **KWA (Status)**
Pending

- ✓ **PERSONNEL: POLICIES & PROCEDURES (Status)**
Pending.

- ✓ **CITY PROPERTY, 4438 MORRISH ROAD (Status)**
Tom is seeking quotes right now to demolish the house. We've been using the garage and pole barn for storage. Back fill for the basement might add a chunk of change to the demo work, but before we can proceed to a demo bid, we need to know the approximate costs. Tom advises he would like to have the house down by the time the winter weather sets in. I'll keep the Council informed.

- ✓ **LABOR CONTRACTS, SHARED SERVICES, BUILDING DEPARTMENT (Status)**
The POLC, AFSCME, Supervisor, Assessor, Zoning Administrator and Part-Time Police Officers have been settled. The remaining loose ends are the building inspector's employment agreement, which in part is addressed in the Shared Services Study and the City Manager contract. Mundy Township has officially offered its commitments to perform building services for the City and Flint Township. We continue to look into the building services consolidation.

- ✓ **FIRE DEPARTMENT: COST RECOVERY & APPARATUS (Status)**
Pending

- ✓ **SPRINGBROOK EAST & HERITAGE S.A.D. – VACANT LOTS (Resolution)**
Following are issues pending for the three Associations:

SPRINGBROOK COLONY	SPRINGBROOK EAST	HERITAGE VILLAGE
<i>Transfer Water, Sanitary Sewer, Storm Sewer to City.</i>	<i>Seek Solution for 12 Vacant Lots Owned by City.</i>	<i>Transfer Water, Sanitary Sewer, Storm Sewer, Streets to City. Seek Solution for 5 Vacant Lots Owned by City.</i>

Spring brook East Association has approached us and requested to buy the 12 lots over time. Through negotiation, we arrived at the following broad terms:

1. 12 lots would be sold to the association via quit claim deeds for \$2,135.50 (cost of the per lot assessment paid by the city) plus \$400 (soft costs - legal, accounting and delinquent taxes), total of \$2,535.50 each, total of all lots, \$30,426.
2. Enter into a three year non binding agreement wherein the association could buy any number of lots at any time and re-sell them at their sole discretion. The logic is that they would work to re-cover a portion of the money it cost them for the assessments and drive strict adherence to deed restrictions and the site plan approved by the City.
3. At any time, either party could back out of the agreement upon written notice. If this occurred, we would simply put the lots out for bid to the highest bidder.

If we choose to go this direction with Springbrook East, we would have five more lots in Heritage left on our books. I would suggest we do the following.

1. Offer the same deal to the Heritage Association. The cost of the lots here are the assessment of \$1,311.86, plus \$400 (soft costs - legal, accounting and delinquent taxes), total of \$1,711.86 each, total all lots, \$8,559.30. There are concerns here as Springbrook East has an attorney on retainer that is familiar with their association documents and has tendered opinions that the association has the authority to acquire and distribute assets, something we need to be absolutely sure on so as we do not get in a future cross fire if someone challenges the authority of the association board to buy or sell assets. Heritage does not which is the current holdup on transfer of the streets. I suggest we place a two week response time on the offer. If they decline, or are unable to make a commitment in a timely fashion, then we go on to option #2.
2. I have two buyers for two lots each that have been relentless in pursuit of purchase for six to 12 months now. They are, and have been ready to build houses right now to move into, although weather will soon delay them until March or April. They desire to acquire the second lot to provide additional side yard space. The fifth lot is been sought after by a resident since the inception of the special assessment district. The resident desires the lot for space as it lies next to his property. All of the other purchase interests have been real estate agents, brokers or private individuals who are investing and/or speculating.

As a recap, I recommend we do the following:

1. Sell 12 lots to Springbrook East Association under a three year agreement, broad terms as stated above. Cost per lot, \$2,535.50 each.
 2. Offer 5 lots to Heritage Village Association under the same terms with Springbrook, as listed above. Tender the offer with a two week commitment deadline and subsequent review and opinion of association documents by an association retained attorney. Cost per lot, \$1,711.86 each.
 3. If Heritage Village declines or the commitment deadline expires, sell two lots to Jason & LeAnn Minto and two lots to F. Jack Belzer under purchase agreements driving the construction of two new houses within 12 months. Sell the fifth lot to Ted & Ruth Kramer, Bainbridge Drive resident.
- ✓ **MEIJER, TRAFFIC SIGNAL, COMMUNITY DONATION** (*Status*)
Regarding the Meijer Community Donation, we are still looking at several options for consideration, one of which is a sidewalk segment that would accompany the parking lot tire grant work we are looking to do.
 - ✓ **MPSC COMPLAINT, FRONTIER v CITY** (*Status*)
I met with Frontier in late January, the meeting being quite positive. They will be formerly addressing the Council on several matters either late this month or first of July. In the meantime, they continue to repair poor workmanship locations in the overhead infrastructure. I'll keep the Council posted on developments.
 - ✓ **MI-DEQ SCRAP TIRE GRANT** (*Status*)
We've received a notice of award for \$136,904 from the MI-DEQ Scrap Tire Grant Program. The estimated total project costs are \$322,000 of which the City's match would be \$182,000 (includes design and construction engineering which is ineligible for grant funds). As we've discussed, the program is a 50% construction cost grant for public paving improvements that use recycled scrap tires in the asphalt process. We applied for a couple of our parking lots, being Public Safety Building and the north

alley lot behind Hank & Don's. We'll look to bid this in deep winter with work scheduled right after frost laws drop and asphalt plants open in the spring.

✓ **EVIP COMPETITIVE GRANT ASSISTANCE PROGRAM** (*Status*)

As we discussed a couple of meetings ago, we are looking at this grant source for the development of the Bristol Road property into a sports complex, with the schools. Lou has advised Rowe can do the application for \$1,200. We're going to proceed forward on the outside chance that funds may be available. I'll keep the Council posted on developments.

✓ **PARK RESERVATION REQUEST, ART GUILD** (*Status*)

The Swartz Creek Art Guild, represented by Mr. Chuck Jackson, has requested to reserve all of Elms Park on Saturday September 13th and Sunday September 14th 2014, to hold a fundraiser arts & crafts show for the guild. The matter is under review by the Park Board and the staff. A recommendation will be back before the Council in the near future.

✓ **Q.B.S. ENGINEERING SERVICES BIDS** (*Status*)

At the last meeting, we created the following list based on qualifications:

1. Rowe Professional Services
2. Hubble, Roth & Clark Inc.
3. Orchard, Hiltz & McCliment Inc.
4. Wade-Trim Associates Inc.
5. Fleis & Vandenbrink Engineering Inc.

We still need to secure a price list to complete the process.

✓ **MDOT CALL FOR SAFETY PROJECTS** (*Status*)

Re-application for funds to improve the intersection of Fortino at Morrish was resolved at the last meeting. I'll keep the Council posted on developments.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **CORNERSTONE BAPTIST CHURCH ADDITION** (*Resolution*)

We've run into a foul-up on the addition approved for Cornerstone Baptist Church. Brick fascia along the northern and eastern exposure was not built. We did not catch it until it was too late for correction. It seems that the church asked the architect to scale back costs, one of the adjustments being the elimination of the brick. A second set of construction plans were drafted which the general contractor worked off from. The City was never consulted on the change. The application for building permit that was submitted to the City had this second set of plans included with it, which was the set our building and trade inspectors worked off from. Adam Zettel caught it driving by, but by then it was too late to make a change, short of tearing down half the Addition. When compared with the approved elevations, the brick had been removed from the drawings. We met with the architect, Mr. Dave McLane of DMA Architects, who profusely apologized. He advises he was scaling project costs down and simply forgot to submit for approval from the City.

We have little choice at this point other than to approve the change. One good thing is that this section of the building will be covered up with the next phase, in

about five years or so. The material there now is painted block, which doesn't look bad, if you get the chance to drive by and look. Mr. McLane will be present tonight along with Pastor Chris Yeager to ask the Council for an approval to amend the site plan, post facto.

✓ **GREAT LAKES PROTECTION COMMITMENT, ASIAN CARP** (*Resolution*)

Included with tonight's show is a request from "Freshwater Future", an environmental group seeking support for a permanent solution to the threat of invasion of the Asian Carp to the Great Lakes water systems. A letter is included that explains the request for support, along with a suggested resolution.

✓ **BUDGET TRANSFER, PURCHASE POLICE VIDEO SYSTEM** (*Resolution*)

The state enacted legislation that requires police departments to video record suspect interviews arrested for high grade felonies. In compliancy with the Headlee Amendment, the state cannot pass legislation that has unfunded expenses, but they did. Appropriations are scheduled to assist with the purchase of such equipment, but they are not scheduled to become available for two more years. In the meantime, Rick feels that by not complying, we'll leave the door open for defense attorneys to attack interviews conducted without video. I recommend we proceed with the purchase now rather than wait. The item is not budgeted and therefore would require a transfer. Lt. Bade is familiar with such equipment as he had to make the same purchase for Burton Police prior to retiring. He recommends a local company called "Shebar Videotronics" for a system, the cost being \$1,823 installed. I have a resolution included with tonight's agenda for a transfer and appropriation.

While on this subject, we also had to make an investment in the Public Safety Building for computer "Cat-V" cabling. This building was built long before computers were a reality. Because of this, we've run coaxial cable for phone and computers in a willy-nillie fashion. They've been punched through walls and laid on top ceiling tiles, which is a serious code violation as they carry low voltage, which is a fire risk. As we've changed computer hardware and software over, we went ahead and quoted out the re-wire of the Public Safety Building with Cat-V Cable, the low quote of three being Morningstar Electric at \$2,500. The work has been completed from budgeted funds in I.T. line items.

✓ **HISTORICAL SOCIETY DEDICATION** (*Information*)

The Historical Society has requested to name the museum room at City Hall in honor of Bill Morgan. They look to put a small plaque on the wall next to the door that identifies the room as "Winfred Morgan Historical Society", or something similar. The lease we have with them does not address such matters. The City has steered away from specific individual memorials for the simple reason that there are many people that have contributed to the City. Singling out individuals could be very complex in managing policy. On the other hand, we lease this room out to a private 501(c) (3) that has no connection with the City other than we give them the space under an agreement. I'm inclined to allow it, unless the Council feels different. Please weigh in with concerns or objections.

Council Questions, Inquiries, Requests and Comments

- *Additional Lighting, Miller – Fairchild Intersection.* We are back trying to get a review by Consumers Energy.
- *Parkridge Parkway “No Parking Signs”.* They are missing in the back phase near Hickory Lane. We are working to replace them.
- *Miller & CNA Rail Crossing.* Encroachment on City Parcel from Area Business. Pending.
- *Bristol – Morrish Intersection Safety.* Concerns expressed for clear vision. Will check on improvements that may help.

City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday October 14, 2013 7:00 P.M.

Resolution No. 131014-4A MINUTES – SEPTEMBER 23, 2013

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday September 23, 2013, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 131014-5A AGENDA APPROVAL

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of October 14, 2013, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 131014-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager’s Report of October 14, 2013, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion by Councilmember: _____

WHEREAS, the City granted final site plan approval to Cornerstone Baptist Church on January 28, 2013, resolution as follows:

Final Site Plan Approval, Cornerstone Baptist Church Addition, 6273 Miller Road, Tax I.D. # 58-31-200-017

Resolution No. 130128-04

(Carried)

*Motion by Councilmember Hicks
Second by Councilmember Hurt*

WHEREAS, on November 6, 2012, the Planning Commission reviewed a proposed request by the Cornerstone Baptist Church via its consultants, Tax ID #58-31-200-017, located at 6273 Miller Road, to approve a 12,175 square foot attached addition to its existing structure, the Planning Commission recommending approval under the following resolution:

Resolution No. 121106-03

(Carried)

Motion by Commissioner Florence, Support by Commissioner Florine, The [Swartz] Creek Planning Commission recommends approval of the Site Plan for the Cornerstone Baptist Church Expansion Project (Phase II), located at 6273 Miller Rd., parcel number 58-31-200-017, as submitted with the following changes and conditions:

1. *Plantings shall be provided in accordance with 28.02 B for the entire frontage of parcel 58-31-200-017.*
2. *The Planning Commission finds that 288 parking spaces are adequate for the proposal, provided the uses do not function at full capacity at the same time.*
3. *Review by City Engineer for compliance.*

*Unanimous voice vote.
Motion declared carried.*

WHEREAS, the City's Staff and Consultants, being the City Planner, City Civil Engineer, City Traffic Engineer and Department of Public Services Director have reviewed the project and plans and find the submittals to meet ordinance requirements and engineering standards and practices; and

WHEREAS, the County Division of Water, Waste and Surface Water Management have conducted reviews and find the project meets standards and requirements;

NOW, THEREFORE, I Move the City of Swartz Creek direct the final approval of a 12,175 square foot addition to the Cornerstone Baptist Church, in accordance with plans as submitted, stipulations as follows:

1. *Compliance with review recommendations submitted by the City's Civil and Traffic Engineers*
2. *Compliance with stipulations submitted by the County Water, Waste and Surface Water Management Divisions*

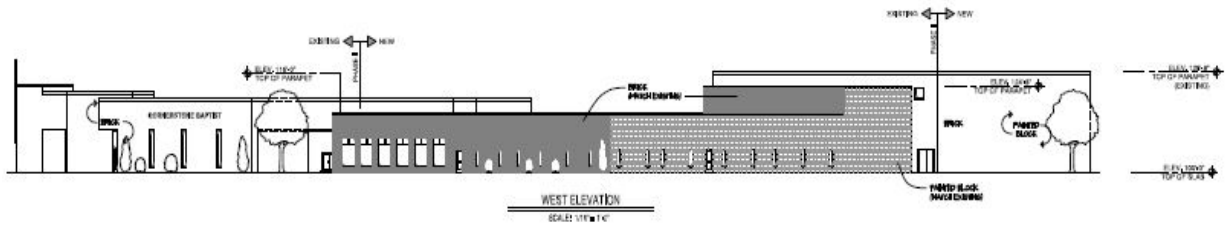
3. Plantings shall be provided in accordance with 28.02 B for the entire frontage of parcel 58-31-200-017

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

WHEREAS, a procedural error caused the inadvertent elimination of brick fascia on the northern and eastern elevations of the building; and

WHEREAS, the City Council finds that at this point, correction of the error is prohibitive as it would require the demolition of a substantial portion of the building at great expense and hardship.

NOW, THEREFORE, I Move the City of Swartz Creek allow for an adjustment to the approved site plan, Resolution #130128-04, and permit for the elimination of brick fascia from the northern and eastern building elevations, as indicated below:



Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 131014-8B

GREAT LAKES PROTECTION COMMITMENT, ASIAN CARP

Motion by Councilmember: _____

WHEREAS, the Great Lakes and St. Lawrence Sea Way represent the largest bodies of surface water in the world and area a vibrant, diverse ecosystem that is critically important to the economic well-being and quality of life of the Canadian and U.S. populations in the region; and

WHEREAS, over 180 invasive species have entered the Great Lakes and its connecting water ways over the years and caused widespread damage and disruption to the natural balance of the system, as well as significant economic damage; and

WHEREAS, one of the most serious threats ever presented by invasive species currently comes from Asian carp, including silver, bighead and black varieties, description as follows;



WHEREAS, these varieties of carp were introduced to the southern United States for use in fish farms for algae control in the 1970's and escaped into the Mississippi River System; and

WHEREAS, invasive species have already inflicted hundreds of millions in damage across the Great Lakes and St. Lawrence, and invasive carp pose a serious threat to the \$7 billion sport and commercial fishery that support the economy and help define the culture of the entire region; and

WHEREAS, the invasive carp have migrated northward through the Mississippi River system as far north as Wisconsin, Minnesota, Illinois, Indiana and Ohio, reducing significantly or eliminating populations of the more desirable species of fish because of their voracious food consumption and prolific reproduction; and

WHEREAS, the invasive carp are threatening to enter the Great Lakes at a number of points across the region; and

WHEREAS, many federal, state, provincial and local government agencies in the United States and Canada have worked diligently and expended tens of millions of dollars over the past 10 years on a variety of projects to keep invasive carp out of the Great Lakes; and

WHEREAS, including the invasive carp, there are 39 invasive species in the two basins that present a threat to cross over into the other basin in the near future; and

WHEREAS, once an invasive species establishes itself in an ecosystem, it is exceedingly difficult, if not impossible, to eradicate, and it often inflicts serious damage on the ecosystem and imposes major costs in efforts to control it; and

WHEREAS, Asian carp pose a dangerous risk of injury to recreational users on waters infested with Asian carp; and

WHEREAS, Canadian and U.S. citizens across the basin have expressed serious concern about the Asian Carp and other invasive species, and are demanding prompt action; and

WHEREAS, the U.S. Army Corp of Engineers is conducting a multiyear, comprehensive study across the U.S. side of the Great Lakes basin called the “Great Lakes and Mississippi River Inter-basin Study” (GLMRIS) that examines 19 separate locations where invasive carp could cross from the Mississippi River Basin to the Great Lakes Basin, and considers a large number of potential ways to stop the further migration.

NOW, THEREFORE, BE IT RESOLVED, that the invasive carp in the Mississippi River system pose one of the greatest threats to the integrity and well-being of the Great Lakes and St. Lawrence ecosystem, including the 40 million Canadians and Americans who live there.

BE IT FURTHER RESOLVED that preventing the invasive carp from entering the Great Lakes and St. Lawrence ecosystem needs to be approached with the greatest sense of urgency by all those responsible for dealing with this matter.

BE IT FURTHER RESOLVED, that physical separation is feasible and can be done in a way that maintains or enhances water quality, flood control and transportation in the system.

BE IT FURTHER RESOLVED, that additional steps must be taken in the interim to keep invasive carp out while the long term solution is put in place.

NOW THEREFORE BE IT FINALLY RESOLVED, that the City of Swartz Creek, Genesee County Michigan strongly urges all parties involved to identify a preferred solution to the invasive carp issue and move forward to implement that solution with the greatest sense of urgency.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 131014-8C

BUDGET TRANSFER & APPROPRIATION, POLICE INTERVIEW VIDEO SYSTEM

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the transfer of \$1,900 from Fund 101 unencumbered unreserved fund balance, to 101-301 equipment, for the purchase of a Police Interview Video System, to bring the City Police Department into compliancy with the recently enacted P.A. 479 of 2012, requiring the preservation of video evidence of interviews of suspects arrested for certain felonies, and further, direct the actual and necessary changes to the City’s general ledger, at the direction of the Finance Director.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 131014-8D

PUBLIC SAFETY SPECIAL ASSESSMENT DISTRICT

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the concept of a Special Assessment District under PA 33 of 1951 (MCL 41.801 et seq) as amended, and further, direct the City Staff to prepare a preliminary report for assessments based on values set at _____ mills, and bring all such findings back to the City Council for review and final determination.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 131014-8E

AUTHORIZE THE SALE OF CITY OWNED VACANT LOTS: SPRINGBROOK EAST AND HERITAGE VILLAGE CONDOMINIUM ASSOCIATIONS

Motion by Councilmember: _____

WHEREAS, the City acquired a total of 17 vacant lots from street paving special assessment projects in Springbrook East and Heritage Village Condominium Associations in December, 2011, resolution and public purpose as follows:

Springbrook East & Heritage Village Condominiums: Acquire Vacant Lots, Set Public Purpose Plan

Resolution No. 111128-06

(Carried)

*Motion by Councilmember Hurt
Second by Councilmember Binder*

WHEREAS, the City of Swartz Creek has a duty to provide for the health safety and welfare of the community, its residents and visitors; and

WHEREAS, the economic downturn beginning in 2008 and continuing today caused a collapse of all house sales, new house construction and a significant reduction in the valuation of the existing housing market; and

WHEREAS, the City has two subdivisions that were in the infancy of development and construction, being Springbrook East and Heritage Village, both of which were approved under the Site Condominium Act and approximately 15% of the total conceptual project being complete, with unfinished streets and the rough installation of utilities; and

WHEREAS, the economic collapse has halted any further development with the likelihood that it will be many years, if at all, before Springbrook East and Heritage Village will be completed, leaving a plethora of problems including, but not limited to: unfinished streets, abandoned and partially constructed houses, orphaned underground utilities, tax and mortgage foreclosures, surface water and storm drainage problems; and

WHEREAS, both subdivisions were designed and approved by the City with the intent that the streets, when completed, would incorporate into the City's local street system and become public streets; and

WHEREAS, the developer, due to the economic recession, was unable to fulfill the obligations set forth in the site plan, and the mortgage holder, being First Place Bank of East Lansing Michigan, has been working with the developer to liquidate the properties to satisfy loan commitments, however, the value of vacant land has diminished to the point that taxes and maintenance expenses would exceed any foreseeable increase in value, making investment prospects a poor probability; and

WHEREAS, the City worked with the residents of Springbrook East and Heritage Village Subdivisions to create a special assessment district to repair and finish paving the streets, work having been completed in October 2011; and

WHEREAS, a total of 115 lots were assessed street repairs in Heritage Village Condominium Association, 35 lots of which were unimproved and vacant; and

WHEREAS, a total of 64 lots were assessed street repairs in Springbrook East Condominium Association, 24 lots of which were unimproved and vacant; and

WHEREAS, Woodside Builders, the property owner of record, and First Place Bank, the lien holder, have indicated they will abandon the vacant lots and send them to tax foreclosure which ultimately may result in the discharge of all taxes and assessments followed by the subsequent sale at public auction or seizure by the County Treasurers' Office; and

WHEREAS, the City has offered a resolve, being that Woodside would convey, by warranty deed, all vacant defined lots assigned separate tax identification numbers independent of the master deeds and subject to the special assessment district, for Springbrook East (24 lots) and Heritage Village (35 lots) to the City, with all costs associated with the closing inclusive of taxes through December 31st to be paid by Woodside, First Place Bank would relinquish their lien, the City becoming the owner of the lots with clear title, with the assessments left to be collected by the City; and

WHEREAS, the City has determined that a public purpose exists for obtaining the lots, being control and guarantee for the collection of the special assessment fees, the preservation of property values for the existing homes in the subdivisions and the resolve of underground utility and storm-surface water issues; and

WHEREAS, the City finds that the long term intent is to sell the lots to recover assessment costs and other administrative costs that may occur and to preserve property values consistent with the findings within this resolution

NOW, THEREFORE, I Move the City of Swartz Creek authorize the acquisition of the following properties in Springbrook East and Heritage Village Condominium Subdivisions:

SPRINGBROOK EAST SPECIAL ASSESSMENT DISTRICT #1

Parcel Number	Owner Name	Number	Property Address	Owner Address	Vacant/Improved
58-36-676-037	WOODSIDE BUILDERS INC	4375	MAYA LN	7550 MILLER RD	V
58-36-676-039	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-040	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-041	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-042	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-043	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-044	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-045	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-046	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-047	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V

58-36-676-048	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-049	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-050	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-051	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-053	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-054	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-055	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-056	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-057	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-058	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-059	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-060	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-061	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-064	WOODSIDE BUILDERS INC.	0	RUSSELL DR	7550 MILLER RD	V
Total 24 Lots					

HERITAGE VILLAGE SPECIAL ASSESSMENT DISTRICT 1

Parcel Number	Owner Name	Number	Property Address	Owner Address	Vacant/ Improved
58-30-651-044	WOODSIDE BUILDERS	6285	ARLINGTON DR	7550 MILLER RD	V
58-30-651-050	WOODSIDE BUILDERS	6230	ARLINGTON DR	7550 MILLER RD	V
58-30-651-059	WOODSIDE BUILDERS	3419	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-066	WOODSIDE BUILDERS	3408	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-072	WOODSIDE BUILDERS	6316	CONCORD DR	7550 MILLER RD	V
58-30-651-073	WOODSIDE BUILDERS	6310	CONCORD DR	7550 MILLER RD	V
58-30-651-074	WOODSIDE BUILDERS	6304	CONCORD DR	7550 MILLER RD	V
58-30-651-075	WOODSIDE BUILDERS	6298	CONCORD DR	7550 MILLER RD	V
58-30-651-082	WOODSIDE BUILDERS	3340	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-084	WOODSIDE BUILDERS	3330	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-085	WOODSIDE BUILDERS	3324	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-086	WOODSIDE BUILDERS	3318	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-087	WOODSIDE BUILDERS	3310	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-088	WOODSIDE BUILDERS	3304	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-089	WOODSIDE BUILDERS	3296	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-090	WOODSIDE BUILDERS	3290	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-091	WOODSIDE BUILDERS	3284	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-092	WOODSIDE BUILDERS	3278	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-093	WOODSIDE BUILDERS	3270	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-094	WOODSIDE BUILDERS	3264	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-095	WOODSIDE BUILDERS	3263	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-096	WOODSIDE BUILDERS	3269	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-099	WOODSIDE BUILDERS	6217	BAINBRIDGE DR	7550 MILLER RD	V
58-30-651-101	WOODSIDE BUILDERS	3291	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-102	WOODSIDE BUILDERS	3297	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-103	WOODSIDE BUILDERS	3305	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-104	WOODSIDE BUILDERS	3311	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-105	WOODSIDE BUILDERS	3319	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-106	WOODSIDE BUILDERS	3323	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-107	WOODSIDE BUILDERS	3329	HERITAGE BLVD	7550 MILLER RD	V

58-30-651-108	WOODSIDE BUILDERS	3333	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-109	WOODSIDE BUILDERS	3335	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-110	WOODSIDE BUILDERS	3337	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-111	WOODSIDE BUILDERS	3339	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-112	WOODSIDE BUILDERS	3343	HERITAGE BLVD	7550 MILLER RD	V
Total 35 Lots					

BE IT FURTHER RESOLVED that the City hereby:

1. Direct the City Attorney to prepare a Purchase Agreement consistent with the terms as set forth in the findings of this resolution, and review and approve closing packages prepared by the title company.
2. Direct the staff to prepare or cause the preparation of closing documents for the conveyance of the vacant lots described herein, instrument to be a warranty deed with title insurance policy, to be closed on or before December 31, 2011.
3. Authorize the staff to seek the sale of the vacant lots, without profit and consistent with the site plan as approved by the City, for the cost of the assessments pending against them, plus any other costs incurred in the acquisition, including but not limited to legal, interest, administrative, closing or accounting.

BE IT FURTHER RESOLVED that any offer to purchase any lot or group of lots from the City be brought back before the Council for review and final determination.

Discussion Ensued.

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

WHEREAS, the actual vacant lots that were purchased by the City are as follows:

Heritage Village Special Assessment District 1			
Parcel Number	Number	Property Address	Owner
58-30-651-091	3284	HERITAGE BLVD	City Swartz Creek
58-30-651-092	3278	HERITAGE BLVD	City Swartz Creek
58-30-651-093	3270	HERITAGE BLVD	City Swartz Creek
58-30-651-094	3264	HERITAGE BLVD	City Swartz Creek
58-30-651-099	6217	BAINBRIDGE DR	City Swartz Creek

Springbrook East Special Assessment District 1			
Parcel Number	Number	Property Address	Owner
58-36-676-039	0	LINDSEY DR	City Swartz Creek
58-36-676-040	0	LINDSEY DR	City Swartz Creek
58-36-676-041	0	LINDSEY DR	City Swartz Creek
58-36-676-042	0	LINDSEY DR	City Swartz Creek
58-36-676-043	0	LINDSEY DR	City Swartz Creek
58-36-676-044	0	LINDSEY DR	City Swartz Creek
58-36-676-051	0	LINDSEY DR	City Swartz Creek
58-36-676-053	0	LINDSEY DR	City Swartz Creek
58-36-676-054	0	LINDSEY DR	City Swartz Creek
58-36-676-055	0	LINDSEY DR	City Swartz Creek
58-36-676-056	0	LINDSEY DR	City Swartz Creek
58-36-676-064	0	RUSSELL DR	City Swartz Creek

WHEREAS, the City desires to recover its assessment expenses, inclusive of soft costs such as legal and accounting fees, and further, finds that in offering these lots to the respective associations that they may be able to re-sell them to recover their acquisition costs and any profit beyond this would go to offset the expense incurred by

each parcel owner for paving assessments, such assessments having been affixed at \$2,135.50 (cost of the per lot assessment paid by the city) plus \$400 (soft costs - legal, accounting and delinquent taxes), total of \$2,535.50 each for Springbrook East Lots and, of \$1,311.86, plus \$400 (soft costs - legal, accounting and delinquent taxes), total of \$1,711.86 each for Heritage Village.

NOW, THEREFORE, I Move the City of Swartz Creek adopt a basic plan for the sale of the following City owned vacant lots:

58-30-651-091	3284	HERITAGE BLVD	City Swartz Creek
58-30-651-092	3278	HERITAGE BLVD	City Swartz Creek
58-30-651-093	3270	HERITAGE BLVD	City Swartz Creek
58-30-651-094	3264	HERITAGE BLVD	City Swartz Creek
58-30-651-099	6217	BAINBRIDGE DR	City Swartz Creek
58-36-676-039	0	LINDSEY DR	City Swartz Creek
58-36-676-040	0	LINDSEY DR	City Swartz Creek
58-36-676-041	0	LINDSEY DR	City Swartz Creek
58-36-676-042	0	LINDSEY DR	City Swartz Creek
58-36-676-043	0	LINDSEY DR	City Swartz Creek
58-36-676-044	0	LINDSEY DR	City Swartz Creek
58-36-676-051	0	LINDSEY DR	City Swartz Creek
58-36-676-053	0	LINDSEY DR	City Swartz Creek
58-36-676-054	0	LINDSEY DR	City Swartz Creek
58-36-676-055	0	LINDSEY DR	City Swartz Creek
58-36-676-056	0	LINDSEY DR	City Swartz Creek
58-36-676-064	0	RUSSELL DR	City Swartz Creek

Plan as follows:

1. Sell the 12 Springbrook East lots to Springbrook East Association for \$2,535.50 each under a three year non-binding agreement wherein the association could buy any number of lots at any time and re-sell them at their sole discretion. At any time, either party could back out of the agreement upon written notice after which the City would have no further obligation to the Association.
2. Offer 5 lots to Heritage Village Association under the same terms with Springbrook East. Tender the offer with a two week commitment deadline and subsequent review and opinion of association documents by an association retained attorney. Cost per lot, \$1,711.86 each.
3. If Heritage Village declines or the commitment deadline expires, sell two lots to Jason & LeAnn Minto and two lots to F. Jack Belzer for \$1,711.86 each under purchase agreements driving the construction of two new houses within 12 months. Sell the fifth lot to Ted & Ruth Kramer, Bainbridge Drive resident for \$1,711.86.

BE IT FURTHER RESOLVED that the final purchase and/or other agreements be reviewed and approved by the City Attorney, and further, the City Council directs the Mayor and City Clerk to execute any and all documents pursuant to the terms of this / these sale(s).

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday September 23, 2013 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 9/23/2013

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

Invocation and Pledge of Allegiance to the Flag.

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

Councilmembers Absent: None.

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

Others Present: Boots Abrams, Bob Plumb, Joanne Holmquist, Tom Holmquist, Loma L. Price, Marlene Cannon, Brent Cole, Rick Ballreich, Richard Deneen, John Mullen, Peggy Mattson, Richard Mattson, Jim Florence, Ron Schultz, David Nemer, Nate Whiting of Rowe Professional Services.

APPROVAL OF MINUTES

Resolution No. 130923-01

(Carried)

Motion Councilmember Porath
Second by Councilmember Hurt

I Move the Swartz Creek City Council hereby approve the amended Minutes of the Regular Council Meeting, held Monday, September 9, 2013 to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 130923-02

(Carried)

Motion by Mayor Pro-Tem Abrams
Second by Councilmember Shumaker

I Move the Swartz Creek City Council approves the Agenda, as amended, for the Regular Council Meeting of September 23, 2013, to be circulated and placed on file.

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

NO: None. Motion Declared Carried.

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 130923-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the City Manager's Report of September 23, 2013, to be circulated and placed on file.

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

NO: None. Motion Declared Carried.

Discussion Ensued.

MEETING OPENED TO THE PUBLIC

Michael Floria and Rade Beslac, regards to property at 5387 Miller Road, Mr. Beslac wanted to know why the council denied the rezoning of this property. Councilmember Shumaker commented on his concern of the hazards of the traffic on Miller Road and parking spaces on property. Mayor Pro Tem Abrams commented that he doesn't feel spot zoning is good. Mayor Krueger commented that spot zoning would create future problems and along with Councilmember Shumaker he is concerned about the traffic hazards.

Joanne Holmquist, resident at 5373 Miller Road, request that the City officials protect and reserve the right of all property owners and tax payers insuring that long time investments are also kept sound.

Jim Florence, 4296 Springbrook Drive, representing the Senior Center, wants to invite everyone to the Senior Center's Health Fair October 17, 2013, 9:00 a.m. till Noon. There also will be an Apple Pie Contest.

Council Business

Morrish Road Bridge Project, Rail Workmanship

(Discussion)

Mr. Bueche replied that in the council packet there are four options on resolving the rail issue. He would like the council to recommend one of the four options. The council unanimously agreed to option #2-The City accepts the rails with deduct in the contract price. The contract value for this work is \$20,445.

ADOPT 2014 FY FIRE BUDGET

(Carried)

Resolution No. 130923-04

Motion by Councilmember Hicks
Second by Councilmember Shumaker

I Move the City of Swartz Creek approve the 2014 Fiscal Year Swartz Creek Area Fire Department Budget, a copy of which is attached hereto, gross maximum total not to exceed \$276,505, and further, appropriate an amount not to exceed \$138,253 from the City General Fund, to be paid consummate of the agreement between the City of Swartz Creek and the Township of Clayton, payment being the City’s obligation of one-half of the proposed total budget of \$276,505.

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

APPROPRIATION & BID AWARD, SNOW REMOVAL

Resolution No. 130923-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Hurt

I Move the City of Swartz Creek accept the low bid of \$313 per “push”, for snow removal as per the specifications set forth in the bid package, and award the work to Snappy Lawn and Landscape of Grand Blanc Michigan, for a period ending May 1, 2015, with the stipulation that Snappy Lawn & Landscape enter into a contractor’s agreement with the City.

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

STREET DEDICATIONS; RUSSELL DR. WEST, MAPLECREST CIRCLE, LINDSEY DR., RUSSELL DR., EAST

Resolution No. 130923-06-10

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Hicks

At a regular meeting of the City Council of Swartz Creek Michigan, held at the City Hall on Monday, September 23, 2013 7:00 PM, the following resolutions were offered

STREET DEDICATION, MAYA LANE (SPRINGBROOK EAST CONDOMINIUM ASSOCIATION)

Resolution No. 130923-06

WHEREAS, the City and the Springbrook East Condominium Association, by and through its Board of Directors, have agreed to transfer certain streets within the Association to the City, along with water-mains, sanitary sewer-mains and storm sewer-mains located within adjacent right of way property running alongside the streets, the transfer being in accordance with site plan approval and a Special Assessment Agreement entered into between the Association and the City; and

WHEREAS, the Attorney representing the Springbrook East Condominium Association has reviewed documentation for the Association and has determined that the Association, through its Board of Directors, has the authority to convey and assign real and personal property on behalf of its membership and has certified such in a correspondence to the City; and

WHEREAS, on August 16, 2013, the Springbrook East Condominium Association's Board of Directors adopted a resolution conveying the streets along with right of way containing water-mains, sanitary sewer-mains and storm sewer-mains to the City, a copy of which is attached hereto.

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE, BE IT RESOLVED:

1. That the center line of said street is described as:

Maya Lane

Beginning at a point on the centerline of Miller Road; thence N34°28'03"W, 307.40 feet; thence along a curve to the right having a radius of 500.00 feet, an arc length of 449.18 feet, a delta angle of 51°28'31" and chord bearing and distance of N08°43'53"W, 434.23 feet; thence along a curve to the left having a radius of 800.00 feet, an arc length of 338.00 feet, a delta angle of 24°12'29" and chord bearing and distance of N04°54'04"E, 335.49 feet; thence N07°12'11"W, 107.08 feet; thence along a curve to the right having a radius of 1000.00 feet, an arc length of 169.93 feet, a delta angle of 09°44'11" and chord bearing and distance of N02°20'05"W, 169.73 feet; thence N02°32'01"E, 135.61 feet to the point of terminus of Maya Lane. Total of 1507.20 linear feet.

2. That said street shall be located within a City right-of-way and is under the control of the City of Swartz Creek.
3. That said street is a public street and is for public street purposes
4. That said street is accepted into the City Local Street System and was open to the public on September 23, 2013.

Resolution duly adopted on September 23, 2013.

STREET DEDICATION, RUSSELL DRIVE WEST (SPRINGBROOK EAST CONDOMINIUM ASSOCIATION)

Resolution No. 130923-07

WHEREAS, the City and the Springbrook East Condominium Association, by and through its Board of Directors, have agreed to transfer certain streets within the Association to the City, along with water-mains, sanitary sewer-mains and storm sewer-mains located within adjacent right of way property running alongside the streets, the transfer being in accordance with site plan approval and a Special Assessment Agreement entered into between the Association and the City; and

WHEREAS, the Attorney representing the Springbrook East Condominium Association has reviewed documentation for the Association and has determined that the Association, through its Board of Directors, has the authority to convey and assign real and personal property on behalf of its membership and has certified such in a correspondence to the City; and

WHEREAS, on August 16, 2013, the Springbrook East Condominium Association's Board of Directors adopted a resolution conveying the streets along with right of way containing water-mains, sanitary sewer-mains and storm sewer-mains to the City, a copy of which is attached hereto.

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE, BE IT RESOLVED:

1. That the center line of said street is described as:

Russell Drive West

Beginning at a point on the centerline of Maya Lane; thence N87°27'59"W, 139.57 feet to the point of terminus of Russell Drive. Total of 139.57 linear feet.

2. That said street is located within a City right-of-way and is under the control of the City of Swartz Creek.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the City Local Street System and was open to public on September 23, 2013.

Resolution duly adopted on September 23, 2013.

STREET DEDICATION, MAPLECREST CIRCLE (SPRINGBROOK EAST CONDOMINIUM ASSOCIATION)

Resolution No. 130923-08

WHEREAS, the City and the Springbrook East Condominium Association, by and through its Board of Directors, have agreed to transfer certain streets within the Association to the City, along with water-mains, sanitary sewer-mains and storm sewer-mains located within adjacent right of way property running alongside the streets, the transfer being in accordance with site plan approval and a Special Assessment Agreement entered into between the Association and the City; and

WHEREAS, the Attorney representing the Springbrook East Condominium Association has reviewed documentation for the Association and has determined that the Association, through its Board of Directors, has the authority to convey and assign real and personal property on behalf of its membership and has certified such in a correspondence to the City; and

WHEREAS, on August 16, 2013, the Springbrook East Condominium Association's Board of Directors adopted a resolution conveying the streets along with right of way containing water-mains, sanitary sewer-mains and storm sewer-mains to the City, a copy of which is attached hereto.

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE, BE IT RESOLVED:

1. That the center line of said street is described as:

Maplecrest Circle

Beginning at a point on the centerline of Maya Lane; thence S77°45'22"E, 99.66 feet; thence along a curve to the left having a radius of 85.00 feet, an arc length of 274.95 feet, a delta angle of 185°19'58" and chord bearing and distance of N09°34'39"E, 169.82 feet; thence N83°05'20"W, 89.45 feet to the point of terminus of Maplecrest Circle. Total of 464.06 linear feet.

2. That said street is located within a City right-of-way and is under the control of the City of Swartz Creek.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the City Local Street System and was open to the public on September 23, 2013.

Resolution duly adopted on September 23, 2013.

STREET DEDICATION, LINDSEY DRIVE (SPRINGBROOK EAST CONDOMINIUM ASSOCIATION)

Resolution No. 130923-09

WHEREAS, the City and the Springbrook East Condominium Association, by and through its Board of Directors, have agreed to transfer certain streets within the Association to the City, along with water-mains, sanitary sewer-mains and storm sewer-mains located within adjacent right of way property running alongside the streets, the transfer being in accordance with site plan approval and a Special Assessment Agreement entered into between the Association and the City; and

WHEREAS, the Attorney representing the Springbrook East Condominium Association has reviewed documentation for the Association and has determined that the Association, through its Board of Directors, has the authority to convey and assign real and personal property on behalf of its membership and has certified such in a correspondence to the City; and

WHEREAS, on August 16, 2013, the Springbrook East Condominium Association's Board of Directors adopted a resolution conveying the streets along with right of way containing water-mains, sanitary sewer-mains and storm sewer-mains to the City, a copy of which is attached hereto.

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE, BE IT RESOLVED:

1. That the center line of said street is described as:

Lindsey Drive

Beginning at a point on the centerline of Maya Lane; thence N82°41'00"E, 31.13 feet; thence along a curve to the right having a radius of 600.00 feet, an arc length of 188.76 feet, a delta angle of 18°01'30" and chord bearing and distance of S88°18'15"E, 187.98 feet; thence along a curve to the right having a radius of 230.00 feet, an arc length of 173.05 feet, a delta angle of 43°06'32" and chord bearing and distance of S57°44'14"E, 169.00 feet; thence along a curve to the left having a radius of 230.00 feet, an arc length of 392.10 feet, a delta angle of 97°40'39" and chord bearing and distance of S85°01'17"E, 346.31 feet; thence N46°08'24"E, 36.90 feet; thence along a curve to the left having a radius of 250.00 feet, an arc length of 156.22 feet, a delta angle of 35°48'10" and chord bearing and distance of N28°14'18"E, 153.69 feet; thence N10°20'12"E, 90.08 feet to the point of terminus of Lindsey Drive. Total of 1068.24 linear feet.

2. That said street is located within a City right-of-way and is under the control of the City of Swartz Creek.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the City Local Street System and was open to the public on September 23, 2013.

Resolution duly adopted on September 23, 2013.

STREET DEDICATION, RUSSELL DRIVE EAST (SPRINGBROOK EAST CONDOMINIUM ASSOCIATION)

Resolution No. 130923-10

At a regular meeting of the City Council of Swartz Creek Michigan, held at the City Hall on Monday, September 23, 2013 7:00 PM, the following resolution was offered

WHEREAS, the City and the Springbrook East Condominium Association, by and through its Board of Directors, have agreed to transfer certain streets within the Association to the City, along with water-mains, sanitary sewer-mains and storm sewer-mains located within adjacent right of way property running alongside the streets, the transfer being in accordance with site plan approval and a Special Assessment Agreement entered into between the Association and the City; and

WHEREAS, the Attorney representing the Springbrook East Condominium Association has reviewed documentation for the Association and has determined that the Association, through its Board of Directors, has the authority to convey and assign real and personal property on behalf of its membership and has certified such in a correspondence to the City; and

WHEREAS, on August 16, 2013, the Springbrook East Condominium Association's Board of Directors adopted a resolution conveying the streets along with right of way containing water-mains, sanitary sewer-mains and storm sewer-mains to the City, a copy of which is attached hereto.

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE, BE IT RESOLVED:

1. That the center line of said street is described as:

Russell Drive East

Beginning at a point on the centerline of Lindsey Drive; thence along a curve to the right having a radius of 700.00 feet, an arc length of 164.83 feet, a delta angle of 13°29'28" and chord bearing and distance of N73°15'12"W, 164.44 feet to the point of terminus of Russell Drive. Total of 164.83 linear feet.

2. That said street is located within a City right-of-way and is under the control of the City of Swartz Creek.
3. That said street is a public street and is for public street purposes
4. That said street is accepted into the City Local Street System and was open to the public on September 23, 2013.

Resolution duly adopted on September 23, 2013.

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

ASSESSOR'S CONTRACT RENEWAL

Resolution No. 130923-11

(Carried)

Motion by Councilmember Porath
Second by Councilmember Hurt

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 **23rd day of September, 2013** 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, 2013. Unless sooner terminated, this Agreement shall, by its terms, expire September 30, 2014.**

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, 2014.

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 \$27,888 yearly (twenty-seven thousand, eight hundred eighty - eight). Landmark shall invoice the City an amount equal to \$2,324 on a monthly basis, net due 20 days.

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: _____
David Krueger, Mayor

By: _____
Mark R. MacDermaid, Partner

By: _____
Juanita Aguilar, City Clerk

Approved As To Form
By Michael Gildner
City Attorney

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

CHAPTER 9. TAXATION*

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

Section 9.1. Power to tax--Tax limit.

The city shall have the power to assess taxes and to lay and collect rents, tolls, and excises. During the first five years of the existence of the city, the annual general ad valorem tax levy for municipal purposes shall not exceed one-half of one per cent (5 mills) of the assessed value of all real and personal property in the city as determined by the City's Assessor and Board of Review, or one-quarter of one per cent (2 1/2 mills) of such assessed value, as equalized by the State of Michigan, as required by law, whichever basis of limitation will result in the lesser taxation upon the taxable property in the city. Thereafter, the levy shall not exceed one per cent of the said assessed value as determined by the City's Assessor and Board of Review, or one-half of one percent (5 mills) of such value as equalized by the State of Michigan, as required by law, whichever basis of limitation will result in the lesser taxation upon the taxable property in the city, unless the proposition to approve an increase above the tax rate so limited is first approved by the electors of the city. No such increase shall cause the total tax rate to exceed two per cent of the assessed value of all real and personal property in the city.
State law references: Mandatory that Charter provide for annually levying and collecting taxes, MCL 117.3(g), MSA 5.2073(g).

Section 9.2. Subjects of taxation--Tax procedure.

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

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

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

Section 9.3. Exemptions.

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

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

Section 9.4. Tax day.

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

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

Section 9.5. Personal property--Jeopardy assessment.

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

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

Section 9.6. Preparation of the assessment roll.

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

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

Section 9.7. Board of Review.

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

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

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

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

Section 9.8. Duties and functions of Board of Review.

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

Section 9.9. Meetings of Board of Review.

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

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

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

Section 9.10. Notice of meetings.

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

Section 9.11. Certification of roll.

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

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

Section 9.12. Validity of assessment roll.

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

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

Section 9.13. Clerk to certify levy.

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

Section 9.14. City tax roll.

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

Section 9.15. Taxes a debt and lien.

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

Section 9.16. Tax roll certified for collection.

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

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

Section 9.17. Tax payment date.

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

Section 9.18. Taxes due--Notification thereof.

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

Section 9.19. Tax payment schedule.

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

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

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

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

Section 9.21. State, county and school taxes.

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

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

Section 9.22. Protection of city lien.

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

Section 9.23. Collection of delinquent taxes.

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

(1) The real property against which such taxes and charges are assessed shall be subject to disposition, sale, and redemption for the enforcement and collection of the tax lien against the same in the method and manner which may be provided by ordinance. The Council may provide by ordinance the procedure for the sale and redemption of real property for such unpaid taxes and charges, together with fees, penalties, and interest, by judicial sale on petition filed in behalf of the city. Such procedure shall correspond substantially to the procedure provided by law for the sale by the State of tax delinquent real property and redemption therefrom, except that

the acts performed by state and county officers shall be performed by appropriate city officers and that city tax sales shall be held not less than thirty nor more than ninety days prior to the date of corresponding tax sales under the general law.

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

Section 9.24. Disposition of real property held by city.

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

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

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

NO: None. Motion Declared Carried.

Change of Route for Homecoming Parade

Resolution No. 130923-12

(Carried)

Motion by Councilmember Porath
Second by Councilmember Hicks

I Move the City of Swartz Creek approve the change of route of the annual High School Homecoming Parade on Friday, October 4, 2013 from 4:30 pm to 6:30 pm. Parade route as follows:

Eastbound Crapo to Eastbound Maple to
Northbound Morrish to Westbound Miller
To Southbound Fairchild to Middle School

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.

Discussion Took Place.

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

NO: None. Motion Declared Carried.

Fire Board By Law Additions

Resolution No. 130923-13

(Carried)

Motion by Councilmember Hurt
Second by Mayor Pro Tem Abrams

I Move the City of Swartz Creek accept and place on file the changes recommended to the Fire Board By Laws by the Fire Board, being Article IV, Section C (1) Secretary.

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

MEETING OPEN TO PUBLIC:

John Mullen, 7263 Maplecrest Circle, wanted to thank the City Manager Mr. Bueche and staff for the guidance on the resolutions of the streets.

Mrs. Peck wanted to know the status on the lots the city owns in Springbrook. Mr. Bueche recommended that she email him and he will get back with her. There hasn't been any decisions made on those lots.

Rick Ballreich, 4297 Maya Ln., asked Councilmember Shumaker if he knew that when he bought his property that there was signed documentation that the streets would be turned over to the City. Councilmember Shumaker thanked him for the information.

REMARKS BY COUNCILMEMBERS:

Councilmember Gilbert, commented about the debris left from the parades.

Councilmember Shumaker, commented about the parade.

Councilmember Porath commented about the parade route and in the future discussing an alternate route.

Mayor Krueger commented that board may suggest to the school that the parade not include politicians in future parades. He also thanked the board for being there.

Adjournment

Resolution No. 130909-13

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Shumaker

I Move the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 8:52 p.m.

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

David Krueger, Mayor

Juanita Aguilar, City Clerk

SWARTZ CREEK POLICE DEPARTMENT
MOTOR POOL RENTAL HOURS
SEPTEMBER 2013

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	16	0	0	0
#05-649	51	0	0	0
#13-384	6	0	0	0
#12-144	428	11	0	0
#09-401	2	0	100	0
#09-226	97	8	0	3
#10-161	124	15	0	0
TOTAL	724	34	100	3

EJS OnSite Officer Daily Departmental Statistics Report

Officer: All Officers	Shift: All Shifts	Assignment: All Assignments
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	08/01/2013 08/31/2013	09/01/2013 09/30/2013
Primary Hours	1,635:00	1,666:30
Miles Driven		
Time Categories (Total Hours)	1,635:00	1,666:30
G Administrative	210:30	219:00
G Clerical	149:30	102:00
G Court	4:00	4:30
G Investigations	148:00	146:15
G Non Uniformed	2:30	0:00
G Traffic Enforcement	260:00	228:45
G Training	14:30	18:00
G Uniformed	621:00	558:15
R Administration	27:00	32:00
R Clerical	13:00	14:00
R Investigations	0:30	0:00
R Uniformed	18:00	24:00
S Administration	2:00	0:00
S Clerical	1:30	0:00
S Uniformed	3:00	145:00
Z Training	16:00	28:00
Z Uniformed	4:00	3:45
ZZ Absent	0:00	9:00
ZZ Holiday	0:00	56:00
ZZ Vacation	140:00	78:00
Activity Categories (Total Count)	3,370	3,834
G Business Checks	1,523	1,838
G Desk Assignments	60	70
G Felony Arrest	1	0
G Initated Calls	1,011	1,081
G Misdemeanor Arrest	36	22
G PD Accident	4	6
G PI Accident	3	1
G Radio Calls	312	286
G Service Request	0	2
G Suspicious Person	74	65
G Vacation Checks	205	187
G Verbal Warning	100	84
G Written Warning	13	9
R Business Checks	3	10
R Radio Calls	6	8
S Initated Calls	0	108
S Meeting	0	27
S Radio Calls	0	8
S Verbal Warning	0	1
Z Agency Assist	2	3
Z Building Searches	1	1
Z Felony Arrest	2	0

Officer: All Officers	Shift: All Shifts	Assignment: All Assignments
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	08/01/2013 08/31/2013	09/01/2013 09/30/2013
Z Initated Calls	3	6
Z Misdemeanor Arrest	2	0
Z Narcotics Seized	1	0
Z Negative Tracks	0	1
Z Postive Tracks	3	1
Z Radio Calls	3	3
Z Vehicle Searches	2	6

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date
Traffic	All	09/01/2013	09/30/2013

Number	Name	Date	Location	Description	Officer	Fine
T-1264215		09/02/13	ELMS NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1264216-A		09/02/13	MILLER NEAR BRADY	NO PROOF INSURANCE/POSSESE		
T-1264216-B		09/02/13	MILLER NEAR BRADY	TINTED WINDOWS/NO WINDSHIEI		
T-10264217-		09/02/13	MILLER AT FAIRCHILD	CARELESS DRIVING		
T-1264217-B		09/02/13	MILLER AT FAIRCHILD	NO PROOF INSURANCE/POSSESE		
T-1264351-A		09/03/13	MILLER NEAR ELMS	SUSP/REVOKED/NEVER APPL.		
T-1264351-B		09/03/13	MILLER NEAR ELMS	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1264351-C		09/03/13	MILLER NEAR ELMS	NO PROOF INSURANCE/POSSESE		
T-1264352-A		09/03/13	MILLER NEAR SCHOOL	NO PROOF INSURANCE/POSSESE		
T-1264352-B		09/03/13	MILLER NEAR SCHOOL	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1264352-C		09/03/13	MILLER AT SCHOOL	NO WINDSHIELD		
T-1264220		09/05/13	MORRISH NEAR APPLE CREEK	EXCEEDED POSTED SPEED LIMIT		
T-1264221		09/06/13	MILLER NEAR FAIRCHILD	EXCEEDED POSTED SPEED LIMIT		
T-1264353-A		09/08/13	MILLER AT MORRISH	NO PROOF INSURANCE/POSSESE		
T-1264353-B		09/08/13	MILLER AT MORRISH	HEADLIGHTS		
T-1264354-A		09/08/13	MILLER NEAR ELMS	SUSP/REVOKED/NEVER APPL.		
T-1264354-B		09/08/13	MILLER NEAR ELMS	NO PROOF INSURANCE/POSSESE		
T-1264354-C		09/08/13	MILLER NEAR ELMS	HEADLIGHTS		
T-1264222-A		09/09/13	MORRISH AT INGALLS	NO INSURANCE ON VEHICLE		
T-1264222-B		09/09/13	MORRISH AT INGALLS	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1264223		09/09/13	MILLER NEAR ELMS	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1264224		09/11/13	ELMS NEAR PARKRIDGE	EXCEEDED POSTED SPEED LIMIT		
T-1264225		09/11/13	MILLER NEAR MCLAIN	EXCEEDED POSTED SPEED LIMIT		
T-1264355-A		09/11/13	MILLER AT SCHOOL	SUSP/REVOKED/NEVER APPL.		
T-1264355-B		09/11/13	MILLER NEAR SCHOOL	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1264355-C		09/11/13	MILLER AT SCHOOL	NO PROOF INSURANCE/POSSESE		
T-1264226-A		09/13/13	MILLER NEAR SEYMOUR	NO TAIL/BRAKE LIGHTS		
T-1264226-B		09/13/13	MILLER NEAR SEYMOUR	NO PROOF INSURANCE/POSSESE		
T-1264227		09/14/13	ELMS AT MILLER	SEAT BELT DRIVER/PASSENGER		
T-1221100		09/15/13	MILLER NEAR WINSTON	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1264356-A		09/16/13	MILLER AT DYE	DISREGARDED TRAFFIC SIGNAL/!		
T-1264356-B		09/16/13	MILLER AT DYE	NO PROOF INSURANCE/POSSESE		
T-1220747-A		09/17/13	MORRISH AT I-69	EXCEEDED POSTED SPEED LIMIT		
T-1220747-B		09/17/13	MORRISH AT I-69	NO PROOF INSURANCE/POSSESE		
T-1264228		09/19/13	SEYMOUR NEAR DURWOOD	EXCEEDED POSTED SPEED LIMIT		
T-1264357		09/21/13	ELMS NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1264358		09/21/13	MILLER NEAR FAIRCHILD	HEADLIGHTS		
T-1264359-A		09/22/13	ELMS NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1264359-B		09/22/13	ELMS NEAR MILLER	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1264235-A		09/23/13	MORRISH NEAR FORTINO	SUSP/REVOKED/NEVER APPL.		
T-1264235-B		09/23/13	MORRISH NEAR FORTINO	EXCEEDED POSTED SPEED LIMIT		
T-1264235		09/23/13	MORRISH NEAR FORTINO	NO PROOF INSURANCE/POSSESE		
T-1264229		09/23/13	ELMS AT MILLER	DISREGARDED TRAFFIC SIGNAL/!		
T-1264230		09/24/13	FAIRCHILD AT INGALLS	FAIR TO STOP FOR STOP SIGN		
T-1264231		09/28/13	MILLER NEAR FAIRCHILD	NO PROOF INSURANCE/POSSESE		
T-1264361-A		09/28/13	MORRISH NEAR FORTINO	NO PROOF OF INSURANCE		

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	09/01/2013	09/30/2013			
Number	Name	Date	Location	Description	Officer	Fine
T-1264361-B		09/28/13	MORRISH NEAR FORTINO	IMPROPER PASSING		
Tickets Total: 47		Charges Total: 47		Fines Total:		0.00

Uniform Crime Report

Report Criteria:

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

Class	Description	SEPT 2012	SEPT 2013	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	1
1100-8	Sexual Contact Forcible - CSC 4th Degree	0	0	0
1200-0	Robbery	0	0	0
1300-1	Non-Aggravated Assault	9	3	32
1300-2	Aggravated/Felonious Assault	0	0	2
1300-3	Intimidation/Stalking	1	1	8
1400-0	Abortion	0	0	0
2000-0	Arson	0	0	0
2100-0	Extortion	0	0	0
2200-1	Burglary - Forced Entry	1	0	20
2200-2	Burglary - Entry Without Force (Intent to Commit)	0	1	2
2200-3	Burglary - Entry Without Authority With or Without Force (No Intent)	3	0	3
2200-4	Possession of Burglary Tools	0	0	0
2300-1	Larceny - Pocketpicking	0	0	0
2300-2	Larceny - Purse Snatching	0	0	0
2300-3	Larceny - Theft from Building	2	1	9
2300-4	Larceny - Theft from Coin-Operated Machine/Device	0	0	0
2300-5	Larceny - Theft from Motor Vehicle	0	0	10
2300-6	Larceny - Theft of Motor Vehicle Parts/Accessories	0	0	0
2300-7	Larceny - Other	1	5	20
2400-1	Motor Vehicle Theft	1	0	4
2400-2	Motor Vehicle as Stolen Property	0	0	0
2400-3	Motor Vehicle Fraud	0	0	0
2500-0	Forgery/Counterfeiting	0	0	0
2600-1	Fraud - False Pretense/Swindle/Confidence Game	0	0	2
2600-2	Fraud - Credit Card/Automatic Teller Machine	1	0	8
2600-3	Fraud - Impersonation	0	0	1
2600-4	Fraud - Welfare Fraud	0	0	0
2600-5	Fraud - Wire Fraud	1	0	0
2600-6	Fraud - Bad Checks	0	0	3
2700-0	Embezzlement	0	0	0
2800-0	Stolen Property	0	0	0

Uniform Crime Report

Report Criteria:

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

Class	Description	SEPT 2012	SEPT 2013	YR TO DATE
2900-0	Damage to Property	1	4	21
3000-1	Retail Fraud - Misrepresentation	0	0	0
3000-2	Retail Fraud - Theft	0	5	29
3000-3	Retail Fraud - Refund/Exchange	0	0	1
3500-1	Violation of Controlled Substance - Act	0	0	14
3500-2	Narcotic Equipment Violations	0	0	1
3600-1	Sexual Penetration Non-forcible - Blood/Affinity (CSC 1st/3rd Degr	0	0	1
3600-2	Sexual Penetration Non-forcible - Other (CSC 1st and 3rd Degree)	0	0	2
3600-3	Peeping Tom	0	0	0
3600-4	Sex Offense - Other	0	0	0
3700-0	Obscenity	0	0	0
3800-1	Family - Abuse/Neglect Nonviolent	0	0	6
3800-2	Family - Non-Support	0	0	0
3800-3	Family - Other	0	0	0
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	1	0	8
4200-0	Drunkenness - Except OUIL	0	0	0
4800-0	Obstructing Police	0	1	10
4900-0	Escape/Flight	0	0	3
5000-0	Obstructing Justice	4	7	33
5100-0	Bribery	0	0	0
5200-1	Weapons Offense - Concealed	1	0	2
5200-2	Weapons Offense - Explosives	0	0	1
5200-3	Weapons Offense - Other	1	0	1
5300-1	Disorderly Conduct	0	0	1
5300-2	Public Peace - Other	0	1	6
5400-1	Hit & Run Motor Vehicle Accident	3	1	12
5400-2	Operating Under the Influence of Liquor or Drugs (OUIL or OUID)	1	0	9
5400-3	Driving Law Violations	8	5	57
5500-0	Health and Safety	1	0	9
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	0	1	5
7300-0	Miscellaneous Criminal Offense	0	5	42

Uniform Crime Report

Report Criteria:

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

Class	Description	SEPT 2012	SEPT 2013	YR TO DATE
7500-0	Solicitation (All Crimes Except Prostitution)	0	0	0
7700-0	Conspiracy	0	0	0
8900-1	SERVICE OF COMMISSION PAPERS	0	0	0
8900-2	UNAUTHORIZED TRANSPORTATION	0	0	0
8900-3	VIOLATION OF RULES/REGISTRATION	0	0	0
8900-4	WARRANTS	0	0	0
8900-5	MOTOR CARRIER SAFETY RULES	0	0	0
8900-6	INSPECTIONS OF HOMES TO BE MOVED	0	0	0
8900-7	MIGRANT AGRICULTURE WORKERS TRANSP	0	0	0
8900-9	ALL OTHER MOTOR CARRIER VIOLATIONS	0	0	0
9100-1	DELINQUENT MINOR	0	0	0
9100-2	RUNAWAYS	0	0	0
9200-1	DIVORCE AND SUPPORT	0	0	0
9200-2	INCAPACITATION	0	0	3
9200-3	WALK-AWAY - MENTAL INSTITUTIONS ETC	0	0	0
9200-4	ORDER FOR PICKUP AND EXAMINATION	0	0	0
9200-5	CIVIL INFRACTION - ALCOHOL POSSES.	0	0	0
9300-1	Property Damage Accident/Personal Injury	7	3	59
9300-2	NON-TRAFFIC PDA	1	3	22
9300-3	TRAFFIC VIOLATIONS/CIVIL INFRACTION	0	0	0
9300-4	TOWED VEHICLE	3	1	12
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	0	0	0
9800-3	PROPERTY INSPECTION	0	0	0
9800-4	OTHER INSPECTIONS/WEAPONS	5	2	48
9800-5	ALARMS	0	0	1
9800-6	CIVIL	1	3	29
9800-7	SUSPICIOUS SITUATION	4	1	18
9800-8	LOST AND FOUND PROPERTY	4	1	17
9800-9	OVERDOSE	0	0	1
9900-1	SUICIDE	0	1	2
9900-2	DOA - NATURAL	0	1	5
9900-3	MISSING PERSON	0	0	2
9900-7	SAFEKEEPING	0	0	0
9900-8	DEPARTMENTAL ASSIST	3	0	20
9900-9	GENERAL - NON CRIMINAL	4	6	55

Uniform Crime Report

Report Criteria:

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

Class	Description	SEPT 2012	SEPT 2013	YR TO DATE
Totals:		74	63	697

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DPS ACTIVITY - SEPTEMBER 2013

	<u>REG</u>	<u>HOL</u>	<u>VAC</u>	<u>ABSENT</u>	<u>OT</u>	<u>DT</u>
101 GENERAL FUND						
262.0 ELECTIONS						
781.0 AMPHI-PARK						
782.0 WINSHALL PARK	4.00		0.11	0.01		
783.0 ELMS PARK	9.00	0.62	0.73	0.06		
784.0 BICENT. PARK						
790.0 SENIOR CENTER/LIBRA	22.00	1.45	2.90	0.81		
792.0 P S BLDG	15.00	1.32	2.55	0.79		
793.0 CITY HALL	4.75	0.48	1.05	0.36		
794.0 COMM PROMO	2.00		0.23	0.03		
796.0 CEMETERY	9.00	1.50	4.50	2.00		
202 MAJOR STREET FUND						
429.0 SAFETY						
441.0 PARK & RIDE	5.00	0.37	0.37	0.05		
463.0 STREET MAIN	4.00	0.49	0.49	0.06	0.50	
474.0 TRAFFIC	2.00	0.25	0.25			
478.0 SNOW & ICE						
482.0 ADMIN	3.64	0.22	0.54			
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	30.00	0.75	2.08	0.26		
474.0 TRAFFIC	13.00	1.63	1.63			
478.0 SNOW & ICE						
482.0 ADMIN	3.64	0.22	0.54			
226 GARBAGE FUND						
528.0 COLLECT	28.00	1.95	2.25	0.20		
530.0 WOODCHIPPING	54.64	0.40	3.21	0.43		
782.0 WINSHALL PARK GARBA	14.00	0.98	1.48	0.18	4.00	5.00
783.0 ELMS PARK GARBAGE	15.00	1.13	1.63	0.20	4.00	5.00
793.0 CITY HALL	4.75	0.48	1.05	0.36		
590 WATER						
540.0 WATER SYSTEM	96.29	7.94	22.98	6.26		
540.0 WATER-ON CALL	5.00	0.12	0.17	0.04		
542.0 READ & BILL	38.50	2.02	6.62	2.94	0.25	
793.0 CITY HALL	4.75	0.48	1.05	0.36		
591 SEWER						
536.0 SEWER SYSTEM	63.29	3.83	9.11	0.02		
536.0 SEWER-ON CALL	5.00	0.12	0.17	0.04		
537.0 LIFT STATION	8.00	0.63	0.88	0.07		
542.0 READ & BILL	38.50	2.02	6.61	2.94	0.25	
793.0 CITY HALL	4.75	0.48	1.05	0.36		
661 MOTOR POOL FUND						
795.0 CITY GARAGE	14.00	0.12	1.27	0.17		
DAILY HOURS TOTAL	521.50	32.00	77.50	19.00	9.00	10.00

September 2013	MILES DRIVEN	GALLONS GAS PURCHASED	GALLONS DIESEL PURCHASED
#1 P/U 4WD			
#3 P/U 4WD	251	28	
07-03 P/U 4WD	204		23
09-03 P/U 4WD	502		55
#2 P/U 2WD	540	26	
#6-00 BACKHOE			
#9 DUMP			
#10 DUMP			
#11 DUMP	119	27	
#12-02 DUMP			
#12-04 DUMP			
#12-99 GENERATOR			
#9-02 BRUSH HOG			
#17 CASE BACKHOE			
#19 JD TRACTOR			
#06-99 BUCKET TRUCK			
#21 WOOD CHIPPER			
#807 STREET SWEEPER	84		61
#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	213	15	
TOTAL	1913	96	139

Public Works
Monthly Work Orders
10/03/13

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
13-000002	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/16/13	JET SEWER
BXRP13-0077	DI10-007469-0000-01	MULCAHY, WAYNE A 7469 DIANE CT	09/05/13	CURB BOX REPAIR
CBRP13-0003	YA10-007036-0000-03	ROBISON, JACK 7036 YARMY DR	09/13/13	CATCH BASIN REPAI
CHIP13-0022	OA10-009186-0000-01	FRITSCH, KEVIN 9186 OAKVIEW DR	09/18/13	TREE CHIPPING
CKME13-0211 COMPLETED	SE20-005173-0000-02	STOKES, RICHARD 5173 SEYMOUR RD	09/03/13 08/30/13	CHECK METER
CKME13-0212	MC10-005098-0000-01	SCHULZ, AUDREY 5098 MC LAIN ST	09/23/13	CHECK METER
DRAN13-0021 COMPLETED	YA10-007036-0000-03	ROBISON, JACK 7036 YARMY DR	09/11/13 09/11/13	STORM DRAINS
FLAG13-0095 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/11/13 09/11/13	LOWER/RAISE FLAG
FLAG13-0096 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/16/13 09/16/13	LOWER/RAISE FLAG
FLAG13-0097 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/17/13 09/20/13	LOWER/RAISE FLAG
FNRD13-0595 COMPLETED	BR20-007133-0000-07	R&T FAMILY TRUST 7133 BRISTOL RD	09/12/13 09/12/13	FINAL READ
FNRD13-0596 COMPLETED	DO10-005405-0000-03	BANDACAR ENTERPRISES INC. 5405 DON SHENK DR	09/16/13 09/17/13	FINAL READ
FNRD13-0597 CANCELLED	WI20-005051-0000-05	GENESEE COUNTY LAND BANK 5051 WINSTON DR	09/18/13	FINAL READ
FNRD13-0598 COMPLETED	OA10-005160-0000-01	WASSERMAN, MARY 5160 OAKVIEW DR	09/30/13 09/30/13	FINAL READ
GWO13-0284 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/06/13 09/06/13	GENERIC WORK ORDE
GWO13-0285	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/18/13	GENERIC WORK ORDE
GWO13-0286 COMPLETED	WI10-005139-0000-02	ROOT, ROBERT 5139 WINSHALL DR	09/26/13 09/28/13	GENERIC WORK ORDE
LNDS13-0079 COMPLETED	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	09/06/13 09/06/13	LANDSCAPING
LNDS13-0080 COMPLETED	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	09/13/13 09/13/13	LANDSCAPING
LNDS13-0081 COMPLETED	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	09/20/13 09/20/13	LANDSCAPING

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
MNT13-0143 COMPLETED	CI10-008100-0000-01	PUBLIC SAFETY BUILDING 8100 CIVIC DR	09/04/13 09/04/13	BUILDING MAINTENA
MNT13-0144	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/13/13	BUILDING MAINTENA
MNT13-0145 COMPLETED	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	09/16/13 09/16/13	BUILDING MAINTENA
MNT13-0146 COMPLETED	CI10-008100-0000-01	PUBLIC SAFETY BUILDING 8100 CIVIC DR	09/27/13 09/27/13	BUILDING MAINTENA
MTRP13-0394 COMPLETED	CH10-009118-0000-01	JOY, JAMES C 9118 CHELMSFORD DR	09/10/13 09/10/13	METER REPAIR
MTRP13-0395 COMPLETED	GR20-007489-0000-02	RICKETTS-EVERETT 7489 GROVE ST	09/23/13 09/23/13	METER REPAIR
MTRP13-0396 COMPLETED	HA10-005018-0000-01	REDMAN, DIANA 5018 HAYES ST	09/23/13 09/23/13	METER REPAIR
MTRP13-0397 CANCELLED	FA10-005052-0000-02	GENESEE COUNTY TREASURER 5052 FAIRCHILD ST	09/23/13	METER REPAIR
MTRP13-0398 COMPLETED	LI10-004257-0000-01	WOODSIDE BUILDERS 4257 LINDSEY DR	09/23/13 09/23/13	METER REPAIR
MTRP13-0399 COMPLETED	MO10-005288-0000-03	STURGESS PROPERTIES, INC 5288 MORRISH RD	09/23/13 09/23/13	METER REPAIR
MTRP13-0400 COMPLETED	MI10-007566-0000-01	BALDWIN, DANIEL 7566 MILLER RD	09/23/13 09/23/13	METER REPAIR
READ13-0310 COMPLETED	CA10-008331-0000-01	GARAGE-SWARTZ CREEK SCHOOLS 8331 CAPPY LN	09/23/13 09/23/13	READ METER
READ13-0311 COMPLETED	BK10-008216-SUMM-01	BURKESHIRE POINTE 8216 BURKESHIRE CR #SUMM	09/23/13 09/23/13	READ METER
READ13-0312 COMPLETED	EL10-003259-0000-01	ELMS ELEMENTARY 3259 ELMS RD	09/23/13 09/23/13	READ METER
READ13-0313 COMPLETED	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	09/23/13 09/23/13	READ METER
READ13-0314 COMPLETED	FO20-008059-SPRI-00	VETERAN'S MEMORIAL 8059 PAUL FORTINO DR	09/23/13 09/23/13	READ METER
READ13-0315 COMPLETED	MO10-004155-0000-01	MEIJER GAS STATION 4155 MORRISH RD	09/23/13 09/23/13	READ METER
READ13-0316 COMPLETED	MO10-004290-0000-01	ACQUIS INC, SPORTS CREEK 4290 MORRISH RD	09/23/13 09/24/13	READ METER
READ13-0317 COMPLETED	SE20-004373-0000-01	SWARTZ CREEK ESTATES 4373 SEYMOUR RD	09/23/13 09/23/13	READ METER
READ13-0318 COMPLETED	SC10-004965-B003-01	MARI-DAN MILLER FARMS 4965 SCHAFFER # B003 DR	09/23/13 09/23/13	READ METER
SETM13-0011	MI10-006273-0000-01	CORNERSTONE BAPTIST CHURCH 6273 MILLER RD	09/30/13	SET METER
SETM13-0012	MI10-005387-0000-02	FLORIA, MICHAEL	09/27/13	SET METER

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		5387 MILLER RD	09/27/13	
WOFF13-0960	HI10-009261-0000-03	BANK OF AMERICA	09/10/13	WATER TURN OFF
COMPLETED		9261 HILL RD	09/12/13	
WOFF13-0962	BR20-008041-0000-04	BENTON, WARREN	09/03/13	WATER TURN OFF
COMPLETED		8041 BRISTOL RD	09/04/13	
WOFF13-0963	CH20-009040-0000-02	STIFF, BRADLEY	09/04/13	WATER TURN OFF
CANCELLED		9040 CHESTERFIELD DR		
WOFF13-0964	CH20-009104-0000-03	MCDONALD, ANTHONY	09/04/13	WATER TURN OFF
CANCELLED		9104 CHESTERFIELD DR		
WOFF13-0965	CH20-009277-0000-01	JANES, MIKE	09/04/13	WATER TURN OFF
COMPLETED		9277 CHESTERFIELD DR	09/05/13	
WOFF13-0966	CR10-008109-0000-01	HARRISON, ROBERT	09/04/13	WATER TURN OFF
COMPLETED		8109 CRAPO ST	09/05/13	
WOFF13-0967	DI10-007469-0000-01	MULCAHY, WAYNE A	09/04/13	WATER TURN OFF
		7469 DIANE CT	09/04/13	
WOFF13-0968	DU10-005396-0000-01	MOLZER, RANDOLPH	09/04/13	WATER TURN OFF
CANCELLED		5396 DURWOOD DR		
WOFF13-0969	EL10-003474-0000-03	PIRKER-FREUHAUF, FRED	09/04/13	WATER TURN OFF
CANCELLED		3474 ELMS RD	09/04/13	
WOFF13-0970	FO10-005020-0000-05	WEFEL, DUSTIN	09/04/13	WATER TURN OFF
CANCELLED		5020 FORD ST		
WOFF13-0971	GR10-005288-0000-02	CHAMBLESS, BONNIE	09/04/13	WATER TURN OFF
COMPLETED		5288 GREENLEAF DR	09/04/13	
WOFF13-0972	GR10-005296-0000-04	RICHARDSON, JOSHUA T.	09/04/13	WATER TURN OFF
COMPLETED		5296 GREENLEAF DR	09/05/13	
WOFF13-0973	HE10-005148-0000-01	KIRKPATRICK, MICHAEL	09/04/13	WATER TURN OFF
COMPLETED		5148 HELMSLEY DR	09/05/13	
WOFF13-0974	HI20-004183-0000-01	FICK, DANEEN	09/04/13	WATER TURN OFF
COMPLETED		4183 HICKORY LN	09/04/13	
WOFF13-0975	IN10-008089-0000-01	BUDD JR, VIRGIL	09/04/13	WATER TURN OFF
CANCELLED		8089 INGALLS ST		
WOFF13-0976	MC10-005014-0000-02	LAWRENCE, LOUANA	09/04/13	WATER TURN OFF
COMPLETED		5014 MC LAIN ST	09/05/13	
WOFF13-0977	MI10-005376-0000-04	VPH PHARMACY	09/04/13	WATER TURN OFF
CANCELLED		5376 MILLER RD	09/04/13	
WOFF13-0978	MI10-006141-0000-02	WOODRUFF, ADAM	09/04/13	WATER TURN OFF
COMPLETED		6141 MILLER RD	09/04/13	
WOFF13-0979	MI10-007029-0000-05	KRUPP, JASON	09/04/13	WATER TURN OFF
COMPLETED		7029 MILLER RD	09/04/13	
WOFF13-0980	MI10-007335-0000-05	WELCH, ANTHONY	09/04/13	WATER TURN OFF
COMPLETED		7335 MILLER RD	09/04/13	
WOFF13-0981	MI10-008169-0000-03	JAGGAER, MICHAEL	09/04/13	WATER TURN OFF
COMPLETED		8169 MILLER RD	09/04/13	

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WOFF13-0982 CANCELLED	MO10-005099-0000-01	O'BRIEN GARAGE 5099 MORRISH RD	09/04/13 09/04/13	WATER TURN OFF
WOFF13-0983 COMPLETED	MO10-005130-0000-01	BERENS, LORENE 5130 MORRISH RD	09/04/13 09/04/13	WATER TURN OFF
WOFF13-0984 CANCELLED	MO10-005288-0000-03	STURGESS PROPERTIES, INC 5288 MORRISH RD	09/04/13	WATER TURN OFF
WOFF13-0985 COMPLETED	SC20-005074-0000-03	BLUNT, RONALD 5074 SCHOOL ST	09/04/13 09/05/13	WATER TURN OFF
WOFF13-0986 COMPLETED	SE20-005225-0000-02	WIEDERMAN, JEFFREY 5225 SEYMOUR RD	09/04/13 09/05/13	WATER TURN OFF
WOFF13-0987 COMPLETED	WA10-007459-0000-04	SWARTZ, JOSEPH 7459 WADE ST	09/04/13 09/05/13	WATER TURN OFF
WOFF13-0988 CANCELLED	WA10-007465-0000-02	PLUMB, ANGELA L 7465 WADE ST	09/04/13	WATER TURN OFF
WOFF13-0989 CANCELLED	WI10-005127-0000-02	LACONIS JR, LAWRENCE 5127 WINSHALL DR	09/04/13	WATER TURN OFF
WOFF13-0990 CANCELLED	WI10-005182-0000-01	ALEXANDER, LINDA J 5182 WINSHALL DR	09/04/13	WATER TURN OFF
WOFF13-0991 COMPLETED	WI10-005304-0000-02	CUNNINGHAM PROPERTY 5304 WINSHALL DR	09/04/13 09/05/13	WATER TURN OFF
WOFF13-0992 COMPLETED	WI10-005348-0000-01	RICKETTS, DAVE 5348 WINSHALL DR	09/04/13 09/06/13	WATER TURN OFF
WOFF13-0993 CANCELLED	WO10-005215-0000-04	SMYTH, CHRISTINE 5215 WORCHESTER DR	09/04/13	WATER TURN OFF
WOFF13-0994 COMPLETED	YA10-007060-0000-05	INDISH, KELLY 7060 YARMY DR	09/04/13 09/04/13	WATER TURN OFF
WOFF13-0995 CANCELLED	IN10-008051-0000-04	BANKS, LORI 8051 INGALLS ST	09/16/13 09/16/13	WATER TURN OFF
WOFF13-0996 COMPLETED	MI10-007530-0000-01	EXPRESSIONS IN SILK 7530 MILLER RD	09/16/13 09/16/13	WATER TURN OFF
WOFF13-0997 COMPLETED	GR10-005159-0000-03	KLORRES, ALICIA 5159 GREENLEAF DR	09/18/13 09/18/13	WATER TURN OFF
WOFF13-0998 COMPLETED	EL10-003493-0000-04	SPALDING, MICHELLE 3493 ELMS RD	09/20/13 09/20/13	WATER TURN OFF
WTON13-0645 COMPLETED	MO10-005130-0000-01	BERENS, LORENE 5130 MORRISH RD	09/04/13 09/04/13	WATER TURN ON
WTON13-0646 COMPLETED	MI10-008169-0000-03	JAGGAER, MICHAEL 8169 MILLER RD	09/04/13 09/04/13	WATER TURN ON
WTON13-0647 COMPLETED	HI20-004183-0000-01	FICK, DANEEN 4183 HICKORY LN	09/05/13 09/05/13	WATER TURN ON
WTON13-0648 COMPLETED	YA10-007060-0000-05	INDISH, KELLY 7060 YARMY DR	09/05/13 09/05/13	WATER TURN ON
WTON13-0649	MI10-007335-0000-05	WELCH, ANTHONY	09/05/13	WATER TURN ON

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		7335 MILLER RD	09/05/13	
WTON13-0650	MI10-006141-0000-02	WOODRUFF, ADAM	09/05/13	WATER TURN ON
COMPLETED		6141 MILLER RD	09/05/13	
WTON13-0651	GR10-005296-0000-04	RICHARDSON, JOSHUA T.	09/05/13	WATER TURN ON
COMPLETED		5296 GREENLEAF DR	09/05/13	
WTON13-0652	MI10-007029-0000-05	KRUPP, JASON	09/05/13	WATER TURN ON
COMPLETED		7029 MILLER RD	09/05/13	
WTON13-0653	CR10-008109-0000-01	HARRISON, ROBERT	09/05/13	WATER TURN ON
COMPLETED		8109 CRAPO ST	09/05/13	
WTON13-0654	BR20-008041-0000-04	BENTON, WARREN	09/05/13	WATER TURN ON
COMPLETED		8041 BRISTOL RD	09/05/13	
WTON13-0655	WI10-005304-0000-02	CUNNINGHAM PROPERTY	09/05/13	WATER TURN ON
COMPLETED		5304 WINSHALL DR	09/05/13	
WTON13-0656	GR10-005288-0000-02	CHAMBLESS, BONNIE	09/05/13	WATER TURN ON
COMPLETED		5288 GREENLEAF DR	09/04/13	
WTON13-0657	SE20-005225-0000-02	WIEDERMAN, JEFFREY	09/05/13	WATER TURN ON
COMPLETED		5225 SEYMOUR RD	09/05/13	
WTON13-0658	HE10-005148-0000-01	KIRKPATRICK, MICHAEL	09/06/13	WATER TURN ON
COMPLETED		5148 HELMSLEY DR	09/06/13	
WTON13-0659	CH20-009277-0000-01	JANES, MIKE	09/07/13	WATER TURN ON
COMPLETED		9277 CHESTERFIELD DR	09/07/13	
WTON13-0660	BR20-006211-0000-01	FEDERAL HOME LOAN MORTGAGE	09/09/13	WATER TURN ON
COMPLETED		6211 BRISTOL RD	09/09/13	
WTON13-0661	MI10-008215-0000-01	ADAMS, BETHANY	09/17/13	WATER TURN ON
COMPLETED		8215 MILLER RD	09/17/13	
WTON13-0663	MI10-007530-0000-01	EXPRESSIONS IN SILK	09/18/13	WATER TURN ON
COMPLETED		7530 MILLER RD	09/18/13	
WTON13-0664	GR10-005159-0000-03	KLORRES, ALICIA	09/18/13	WATER TURN ON
COMPLETED		5159 GREENLEAF DR	09/18/13	
WTON13-0665	MC10-005014-0000-02	LAWRENCE, LOUANA	09/25/13	WATER TURN ON
COMPLETED		5014 MC LAIN ST	09/25/13	
WTON13-0666	WI10-005116-0000-05	SECRETARY OF HUD	09/26/13	WATER TURN ON
COMPLETED		5116 WINSHALL DR	09/27/13	

Total Records: 101

10/04/2013

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 09/01/2013 - 09/30/2013

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
09/05/2013	38043	A+ SUPPLY CO INC	QUAD TUBE LIGHTS	59.08
09/05/2013	38044	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV. MATS, SUPPLIES	82.28 27.50
				109.78
09/05/2013	38045	DAVID & ANNA YONKERS	UB REFUND 8295 MILLER RD	253.17
09/05/2013	38046	DENNIS MITCHELL	TREE REMOVAL (3)	900.00
09/05/2013	38047	FAMILY FARM AND HOME INC	ROUND UP SUPER CONC PIGSKIN GLOVES RED BUCKET 70 QT WASP & HORNET KILLER/TOP SOIL (4) GALV CMP COUPLING (3) RETURN GALV CMP COUPLING (3) GREEN PAINT	109.99 10.99 13.99 10.95 44.97 (44.97) 31.99
				177.91
09/05/2013	38048	FIDELITY SECURITY LIFE INSUR/EYEMED	SEPT 2013 VISION - RETIREES (4)	20.98
09/05/2013	38049	GILL ROYS HARDWARE	60 LBS CONCRETE MIX UPS SHIPPING GALV COUPLING/GALV NIPPLE GALV PIPE SOAP KEY TO HOUSE ON MORRISH RD LADIES SIGN/ELMS PARK TO SOIL 40 LB (4) GALV COUPLING (2)/GALV NIPPLE (2) FLOOR TAPE/RED REFLECTORS AUGUST 2013 DISCOUNT	4.99 11.75 14.78 5.77 7.96 1.79 2.58 10.32 20.86 11.08 (6.85)
				85.03
09/05/2013	38050	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND COMPL	300.00
09/05/2013	38051	INSULMASTER INC	PAINT GARAGE DOORS & REPLACE SEALS ON PO	1,528.00
09/05/2013	38052	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES/RESIDENTIAL (800.00
09/05/2013	38053	MICHIGAN PIPE AND VALVE	TRENCH GRATES FOR BRIDGE PROJECT	233.65
09/05/2013	38054	OVERHEAD DOOR CO.	REPAIR FRONT DOOR/PUBLIC SAFETY BLDG	135.00
09/05/2013	38055	RWS OF MID MICHIGAN	AUG 2013 GARBAGE/RECYCLING/YARD WASTE	21,148.85
09/05/2013	38056	SCHAEFER'S OFFICE SOURCE	OFFICE SUPPLIES RETURN TRASH BAGS	157.42 (55.20)
				102.22
09/05/2013	38057	VALLEY PETROLEUM	8/16-8/31/13 FUEL USAGE - POLICE	1,147.96
09/05/2013	38058	VALLEY PETROLEUM	8/16-8/31/13 FUEL USAGE - DPW	536.94
09/05/2013	38059	WALDORF AND SONS INC	REPLACED FAUCET IN MENS RESTROOM/LIBRARY	459.00
09/12/2013	38060	A+ SUPPLY CO INC	100 W LIGHT (2)/QUAD TUBE LIGHTS (4)	97.44
09/12/2013	38061	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV. MATS, SUPPLIES	85.58 33.00

				118.58
09/12/2013	38062	BADGLEY CONSTRUCTION	SIDEWALK REPAIR MAINT/CITY & 8067 MILLER	1,412.53
09/12/2013	38063	CONSUMERS ENERGY	8/8-9/5/13 E 4125 ELMS RD	28.05
09/12/2013	38064	CONSUMERS ENERGY	8/8-9/5/13 A 4125 ELMS RD PAVILION	25.71
09/12/2013	38065	CONSUMERS ENERGY	8/1-8/31/13 4524 MORRISH RD	43.11
09/12/2013	38066	CONSUMERS ENERGY	8/6-9/4/13 A 5121 MORRISH RD	254.86
09/12/2013	38067	CONSUMERS ENERGY	8/6-9/4/13 A 5257 WINSHALL DR	23.38
09/12/2013	38068	CONSUMERS ENERGY	8/6-9/4/13 A 5361 WINSHALL DR	23.38
09/12/2013	38069	CONSUMERS ENERGY	8/6-9/4/13 A WINSHALL RESTROOMS	38.62
09/12/2013	38070	CONSUMERS ENERGY	8/7-9/5/13 A 6425 MILLER RD PARK & RIDE	66.76
09/12/2013	38071	CONSUMERS ENERGY	8/3-9/4/13 A 8011 MILLER RD	23.38
09/12/2013	38072	CONSUMERS ENERGY	8/3-9/4/13 A 8059 FORTINO DR	37.51
09/12/2013	38073	CONSUMERS ENERGY	8/3-9/4/13 A 8083 CIVIC DR	975.86
09/12/2013	38074	CONSUMERS ENERGY	8/3-9/4/13 A 8095 CIVIC DR	1,216.68
09/12/2013	38075	CONSUMERS ENERGY	8/3-9/4/13 A 8100 CIVIC DR	1,117.68
09/12/2013	38076	CONSUMERS ENERGY	8/3-9/4/13 E 8301 CAPPY LN	290.43
09/12/2013	38077	CONSUMERS ENERGY	8/3-9/4/13 E 8499 MILLER RD	25.63
09/12/2013	38078	CONSUMERS ENERGY	8/6-9/4/13 A 9099 MILLER RD	23.38
09/12/2013	38079	CONSUMERS ENERGY	8/1-8/31/13 ELMS PARKING LOT	29.35
09/12/2013	38080	CONSUMERS ENERGY	8/1-8/31/13 STREET LIGHTS	10,203.70
09/12/2013	38081	CONSUMERS ENERGY	8/1-8/31/13 TRAFFIC LIGHTS	411.06
09/12/2013	38082	CONSUMERS ENERGY	8/1-8/31/13 SIRENS	27.37
09/12/2013	38083	CREEK AUTO SERVICES LLC	LOF MONTHLY 05-649	29.95
			REPLACE FLASHLIGHT WIRING 12-144	65.00
			REPLACE GEAR SHIFT ASSEMBLY 12-144	239.45
			LOF MONTHLY MAINT/TIRE REPAIR 12-144	41.95
			REPAIR GAS TANK HEAT SHIELD 10-161	39.00
			LOF MONTHLY MAINT. 07-375	29.95
				445.30
09/12/2013	38084	DELUX TROPHIES & AWARDS	ENGRAVING PLAQUE FOR CAMP 911	6.00
09/12/2013	38085	FIFTH THIRD BANK	REFUND TAX OVRPMT 58-36-651-050	723.68
09/12/2013	38086	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
09/12/2013	38087	FUNTASTIC INFLATABLES	BOUNCE HOUSE 9/15/13 FARMERS MARKET	110.00
09/12/2013	38088	GENERAL MOTORS LLC	REFUND TAX OVRPMT VARIOUS PARCELS	0.00
			Void Reason: WRONG ADDRESS GIVEN	
09/12/2013	38089	GENESEE CTY DRAIN COMMISSIONER	NPDES PHASE II IMPL FEES 7/1-9/30/13	709.57
09/12/2013	38090	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES/RESIDENTIAL (790.00
09/12/2013	38091	MCLAREN MEDICAL MANAGEMENT INC	BEE STING/J STORMS 8/29/13	290.00
09/12/2013	38092	MCLAREN MEDICAL MANAGEMENT INC	PHYSICAL EXAM/ERIC ECKLES	146.00
09/12/2013	38093	MICHAEL D THOMAS	POLE LIGHTS AND ANCHOR BOLTS PER QUOTE 1	5,201.90
09/12/2013	38094	MICHIGAN PIPE AND VALVE	MUM PLANTS (12)	60.00
09/12/2013	38095	PSYBUS PC	CURB BOX RECEPTACLE (6)	78.72
09/12/2013	38096	RICHARD ABRAMS	PSYCHOLOGICAL EVAL ERICK ECKLES/PRE-EMPL	585.00
09/12/2013	38097	RICHARD MATTSON	REIMB FOR SMALL CITIES ON 9-4-13	25.98
09/12/2013	38098	SCHAEFER'S OFFICE SOURCE	REIMB FOR CUMULUS FARMERS MARKED ADVERTI	360.00
09/12/2013	38099	THOMAS SVRCEK	TONER CARTRIDGE/POLICE PRINTER	79.99
09/12/2013	38100	TRI-CITY CONTRACTING INC	SENDING WATER SAMPLES TO DEQ LANSING	28.41
09/12/2013	38101	US BANCORP SERVICE PROVIDERS	PLANTED 3 TREES/PARK & RIDE	900.00
09/12/2013	38102	VALUE HOMES	TAX REFUND OVRMPMT 3414 HERITAGE	1,573.41
09/12/2013	38103	VERIZON WIRELESS	TAX OVRPMT 58-35-776-159	17.89
09/12/2013	38104	VIEW NEWSPAPER GROUP	AUGUST 2013 MONTHLY BILL	501.99
09/12/2013	38105	ROWE PROFESSIONAL SERVICES CO	9/13/13 PLAN COMM MTG PUBLIC HEARING	42.30
09/13/2013	38106	STATE OF MICHIGAN-DEQ WTR	CONST ENG AND TESTING SRVCS MORRISH RD B	28,094.75
09/16/2013	38107	ADAM H ZETTEL	APPLICATION DISTRIB CERTIF/R GARDNER	70.00
09/19/2013	38108	AMERAPLAN INC	CONSULTING SERVICES	843.75
09/19/2013	38109	AMERICAN MESSAGING	MEDICAL BILLING FOR SEPT & OCT 2013	508.50
09/19/2013	38110	ARROW UNIFORM RENTAL	SEPT 2013 8108332563/8108331159	24.60
09/19/2013	38111	BELL EQUIPMENT CO	UNIFORMS, MATS, SUPPLIES	96.04
09/19/2013	38112		BROOM SET STREET SWEEPER	126.85

09/19/2013	38113	BLUE CARE NETWORK-EAST MI	OCT 2013 RETIREE MED INS KELLY	460.05
			OCT 2013 RETIREE MED INS PETRUCHA	1,058.11
			OCT 2013 RETIREE MED INS TYLER	460.05
			OCT 2013 RETIREE MED INS SHANNON	460.05
			OCT 2013 CLAIM TAX ASSESSMENT	157.52
				2,595.78
09/19/2013	38114	CARROT-TOP INDUSTRIES	PLASTIC POST & BASE/CHAINS (12 EACH)	692.53
09/19/2013	38115	CMC GOVERNMENT SUPPLY	ARCGIS FOR DESKTOP/CONCURRENT USER	2,828.99
09/19/2013	38116	DELTA DENTAL PLAN	OCT 2013 DENTAL-RETIREES/EST. TAX	270.42
09/19/2013	38117	DENNIS MITCHELL	TREE REMOVAL (3) 8/14/13	800.00
			CHIPPING 8/23/13	520.00
				1,320.00
09/19/2013	38118	DONALD KORTH	BALANCE FOR NETWORK UPDATE	200.00
			MICROSOFT WINDOW 7 PROF FQC-0649 (6)	848.88
				1,048.88
09/19/2013	38119	GEN CTY ROAD COMMISSION	JULY 2013 S-MTCE & OPERATIONS	779.40
09/19/2013	38120	GEN CTY ROAD COMMISSION	AUG 2013 S-MTCE & OPERATIONS	181.44
09/19/2013	38121	GENESEE CTY DRAIN COMMISSIONER	7/31-8/26/13 COMM/READY TO SERVE	89,397.65
09/19/2013	38122	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	780.00
09/19/2013	38123	M & M PAVEMENT MARKING	PAVEMENT STRIPING	5,124.37
09/19/2013	38124	MC & E/ELECTION SOURCE	CANVAS BALLOT BAGS (10)	199.73
09/19/2013	38125	MICHAEL R SHUMAKER	SMALL CITIES MTG 9/4/13 DINNER	0.00
		Void Reason: WRONG AMOUNT		V
09/19/2013	38126	MY-CAN LLC	9/4-10/2/13 PORTAJON RENTAL	520.00
09/19/2013	38127	OCWEN	SU13 TAX OVRPMT 58-03-531-056	1,303.14
09/19/2013	38128	PLANTE & MORAN PLLC	FY2013 AUDIT SERVICES	17,700.00
09/19/2013	38129	RICHARD MATTSON	DRY ICE/ICE CREAM FARMERS MARKET	22.00
09/19/2013	38130	SCHAEFER'S OFFICE SOURCE	55 GL LINERS/BATH TISSUE/CLASP ENV.	117.25
09/19/2013	38131	SIMEN FIGURA & PARKER PLC	AUG 2013 GENERAL/TRAFFIC/ORDIN	3,560.25
09/19/2013	38132	SPRINGBROOK EAST CONDO ASSOC	MOWING 9/11/13 VACANT LOTS LINDSEY & RUS	130.44
09/19/2013	38133	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING 8/1-8/30/13	258.00
09/19/2013	38134	SUBURBAN AUTO SUPPLY	SWITCH	0.59
			WIRE ACCESSORIES/TRAILER CONNECT	6.28
				6.87
09/19/2013	38135	SWARTZ CREEK AREA FIRE DEPT.	AUG 2013 MONTHLY RUNS	2,946.66
09/19/2013	38136	UNUM LIFE INSURANCE	OCTOBER 2013 LIFE INS SHANNON	10.35
09/19/2013	38137	VALLEY PETROLEUM	9/1-9/15/13 FUEL USAGE - POLICE	1,001.01
09/19/2013	38138	VALLEY PETROLEUM	9/1-9/15/13 FUEL USAGE - DPW	261.32
09/23/2013	38139	MICHAEL R SHUMAKER	SMALL CITIES MTG 9/4/13 DINNER	15.38
09/26/2013	38140	ARROW UNIFORM RENTAL	MATS, SUPPLIES	33.00
			UNIFORMS, MATS, SUPPLIES, ENV.	82.28
			MATS, SUPPLIES	33.00
				148.28
09/26/2013	38141	BADGLEY CONSTRUCTION	SIDEWALK REPAIR MAINTENANCE	1,111.70
09/26/2013	38142	BETTY SHANNON	SEPT-OCT 2013 PER CONTRACT REIMB	158.00
09/26/2013	38143	COMCAST BUSINESS	9/26-10/25/13 CITY HALL	278.75

09/26/2013	38144	COOKS DIESEL RV & TRUCK REPAIR	BATTERY/BATTERY CABLE	235.45
			TIRE (2)/DISMOUNT & MOUNT/BALANCE	360.74
				596.19
09/26/2013	38145	GENERAL MOTORS LLC	REFUND TAX OVRPMT VARIOUS PARCELS	251,485.96
09/26/2013	38146	GENESEE CTY DRAIN COMMISSIONER	7221 PARKRIDGE PKWY WATER CONNECTION	1,000.00
09/26/2013	38147	INNOVATIVE PROP MGT	UB DEPOSIT REFUND 9214 JILL MARIE	150.00
09/26/2013	38148	LANDMARK APPRAISAL CO	ASSESSOR SERVICES SEPT 2013	2,289.17
09/26/2013	38149	MICHIGAN PIPE AND VALVE	COUPLING GALV(1)/VALVE BOX RISER (2)	42.05
09/26/2013	38150	OVERHEAD DOOR CO.	REPAIR GARAGE DOOR AT DPW	218.45
09/26/2013	38151	STATE OF MICHIGAN DEPT TRANS	LOCAL PROGRESS BILLING #3 MORRISH RD BRI	6,155.45
09/26/2013	38152	SUBURBAN AUTO SUPPLY	HYDROLIC FLUID WARREN AW46	49.99
			LIGHT	2.49
				52.48
09/26/2013	38153	THOMPSON SERVICE	TIRE REPAIR	15.00
09/26/2013	38154	U. S. POST OFFICE	UB BILLS FOR OCTOBER 2013 BILLING	667.38
09/27/2013	38155	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	780.00
09/27/2013	38156	CITY OF SWARTZ CREEK	REIMB PETTY CASH	193.95
GEN TOTALS:				
(2 Checks Voided)				
Total of 112 Disbursements:				485,372.32

**REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 09/30/2013**

GL NUMBER	2013-14 AMENDED BUDGET	YTD BALANCE 09/30/2013 NORMAL (ABNORMAL)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - General Fund				
TOTAL REVENUES	\$1,730,603	\$752,913	\$977,690	43.51
TOTAL EXPENDITURES	\$2,109,344	\$403,572	\$1,705,772	19.13
NET OF REVENUES & EXPENDITURES	(\$378,741)	\$349,341	(\$728,082)	
Fund 202 - Major Street Fund:				
TOTAL REVENUES	\$279,039	\$38,373	\$240,666	13.75
TOTAL EXPENDITURES	\$303,043	\$105,893	\$197,150	34.94
NET OF REVENUES & EXPENDITURES	(\$24,004)	(\$67,520)	\$43,516	
Fund 203 - Local Street Fund:				
TOTAL REVENUES	\$98,945	\$8,490	\$90,455	8.58
TOTAL EXPENDITURES	\$146,043	\$10,461	\$135,582	7.16
NET OF REVENUES & EXPENDITURES	(\$47,098)	(\$1,971)	(\$45,127)	
Fund 226 - Garbage Fund:				
TOTAL REVENUES	\$344,631	\$303,096	\$41,535	87.95
TOTAL EXPENDITURES	\$477,655	\$88,329	\$389,326	18.49
NET OF REVENUES & EXPENDITURES	(\$133,024)	\$214,767	(\$347,791)	
Fund 248 - Downtown Development Fund:				
TOTAL REVENUES	\$1,280	\$3	\$1,277	0.24

TOTAL EXPENDITURES	\$6,750	\$1,910	\$4,840	28.30
NET OF REVENUES & EXPENDITURES	(\$5,470)	(\$1,907)	(\$3,563)	

Fund 590 - Water Supply Fund:

TOTAL REVENUES	\$1,510,592	\$409,889	\$1,100,703	27.13
TOTAL EXPENDITURES	\$1,483,770	\$251,301	\$1,232,469	16.94
NET OF REVENUES & EXPENDITURES	\$26,822	\$158,588	(\$131,766)	

Fund 591 - Sanitary Sewer Fund:

TOTAL REVENUES	\$1,088,428	\$300,095	\$788,333	27.57
TOTAL EXPENDITURES	\$1,146,491	\$81,843	\$1,064,648	7.14
NET OF REVENUES & EXPENDITURES	(\$58,063)	\$218,252	(\$276,315)	

Fund 661 - Motor Pool Fund:

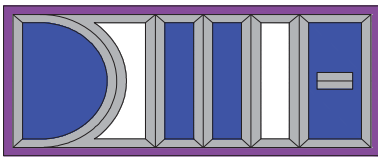
TOTAL REVENUES	\$147,260	\$1,802	\$145,458	1.22
TOTAL EXPENDITURES	\$216,824	\$31,037	\$185,787	14.31
NET OF REVENUES & EXPENDITURES	(\$69,564)	(\$29,235)	(\$40,329)	

Fund 865 - Sidewalks

TOTAL REVENUES	\$0	\$5,496	(\$5,496)	100.00
TOTAL EXPENDITURES	\$0	\$6,318	(\$6,318)	100.00
NET OF REVENUES & EXPENDITURES	\$0	(\$823)	\$823	

Fund 866 - Weed Fund:

TOTAL REVENUES	\$0	\$2,100	(\$2,100)	100.00
TOTAL EXPENDITURES	\$0	\$100	(\$100)	100.00
NET OF REVENUES & EXPENDITURES	\$0	\$2,000	(\$2,000)	



October 11, 2013

City of Swartz Creek

Attn: Mr. Paul Bueche, City Manager
8083 Civic Drive
Swartz Creek, Michigan 48473-1377

RE: Cornerstone Baptist Church – Recent Addition Exterior Façade Finish

Mr. Bueche:

I am writing this letter in recognition of an oversight on the exterior finish application used on the new addition at Cornerstone Baptist Church. At the November 6, 2012 Planning Commission meeting, it was approved by the board that brick would be used to match the existing brick, which was shown on the drawings that were presented at that meeting. Since that time, a decision was made to eliminate the brick and paint the new exterior block walls brown, as seen today, to blend with the existing brick's primarily brown color. Given the length of time involved from concept to completion, along with the countless details that were associated with this project, and numerous revisions to meet budgetary criteria for this phase of the master plan, the existing painted block decision was not brought to the City's attention.

In addition, the overall master plan for the final new sanctuary phase calls for an addition to the west of the current addition in 5 to 6 years. This future addition would completely encompass the library and classrooms visible exterior west wall. As a result, the painted block area will not be visible to the community. I would like everyone to know that by no means was there ever any intention to deceive or mislead. I would like to humbly ask, and would be very grateful, for a reconsideration on an approval for allowing the painted block to remain.

I thank you sincerely for your consideration and I am sorry for taking time away from everyone's busy schedule in having to revisit this oversight.

Respectfully,

David McLane, AIA, NCARB

President / Architect

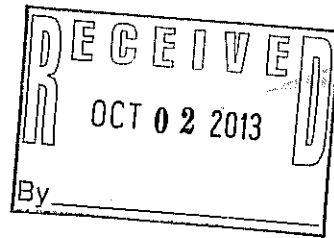
Cell: (810) 569-1082

E-mail: dmclane.arch@gmail.com



September 25, 2013

Honorable David Krueger
8083 Civic Dr
Swarts Creek, MI 48473



Dear Mayor David Krueger,

I am writing you because people in your community are concerned about Asian carp invading our Great Lakes and, with them, we are asking for your help. Would you consider joining the more than 30 communities around the Great Lakes region who have passed a resolution supporting the finding of a permanent solution to stop the Asian carp? A copy of that resolution, developed in partnership with the Great Lakes and St. Lawrence Cities Initiative, is enclosed and a map of communities who have passed the resolution can be found on our website at freshwaterfuture.org.

Asian carp, an invasive species, are swimming toward our Great Lakes. Asian carp, including bighead and silver carp, are well suited for our climate. They consume vast amounts of food, reproduce quickly and are wiping out native fish where they thrive. In Illinois, the Asian carp population has doubled every year since they swam into the Illinois River. Silver carp can jump 10 feet high, resulting in numerous injuries to boaters and other recreational users. If these invasive fish become established, our \$7 billion regional fishing industry would be at risk along with our family past times and recreational enjoyment of our favorite lakes and rivers because:

- Invasive species are one of the greatest sources of ecological and economic damage to the Great Lakes;
- Three varieties of Asian carp, including silver, black, and bighead carp, have moved up the Mississippi and Illinois Rivers to a point 40 miles from Lake Michigan; and
- Asian carp are voracious eaters and reproduce so rapidly they take over many waterways, driving out other kinds of fish, including prized sport fish.

Local units of government can play an important role in stopping this threat. Tens of thousands of people have contacted their Members of Congress, letting them know they want the strongest actions possible to stop Asian carp. Thus far pressure from the Great Lakes region has had a meaningful impact that resulted in a policy moving us in the right direction, but the job itself is far from done. Support for these efforts from local units of government can help move solutions forward. We need to keep this momentum going and demonstrate to Congress growing support for stopping the Asian carp.

This summer Freshwater Future reached out to people in communities around the region and we heard back from members of your community – see the enclosed post cards. Your community can help by passing the “Keep Asian Carp Out of the Great Lakes” resolution in support of stopping Asian carp and protecting your community, its inland rivers, lakes and streams and the Great Lakes from this invasive

species. Your community can be part of the growing chorus of support around the region letting decision makers know we want the Asian carp stopped and we want fast action.

If you have any questions, please don't hesitate to contact me at Cheryl@freshwaterfuture.org or 231-571-5001. If you are able to pass this resolution in your community, please let me know as I would welcome the opportunity to add your community to the list of communities around the region supporting efforts to stop the Asian carp from invading our Great Lakes.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl Kallio".

Cheryl Kallio, Associate Director
Freshwater Future

Keeping Asian Carp Out of the Great Lakes

WHEREAS, the Great Lakes and St. Lawrence represent the largest body of surface fresh water in the world and are a vibrant, diverse ecosystem that is critically important to the economic well-being and quality of life of the Canadian and U.S. populations in the region;

WHEREAS, over 180 invasive species have entered the Great Lakes and its connecting water ways over the years and caused widespread damage and disruption to the natural balance of the system, as well as significant economic damage;

WHEREAS, one of the most serious threats ever presented by invasive species currently comes from Asian carp, including silver, bighead, and black varieties;

WHEREAS, these varieties of carp were introduced to the southern United States for use in fish farms for algae control in the 1970's and escaped into the Mississippi River system.

WHEREAS, invasive species have already inflicted hundreds of millions in damage across the Great Lakes and St. Lawrence, and invasive carp pose a serious threat to the \$7 billion sport and commercial fishery that support the economy and help define the culture of the entire region;

WHEREAS, the invasive carp have migrated northward through the Mississippi River system as far north as Wisconsin, Minnesota, Illinois, Indiana, and Ohio, reducing significantly or eliminating populations of the more desirable species of fish because of their voracious food consumption and prolific reproduction;

WHEREAS, the invasive carp are threatening to enter the Great Lakes at a number of points across the region;

WHEREAS, many federal, state, provincial, and local government agencies in the United States and Canada have worked diligently and expended tens of millions of dollars over the past 10 years on a variety of projects to keep invasive carp out of the Great Lakes;

WHEREAS, including the invasive carp, there are 39 invasive species in the two basins that present a threat to cross over into the other basin in the near future;

WHEREAS, once an invasive species establishes itself in an ecosystem, it is exceedingly difficult, if not impossible, to eradicate it, and it often inflicts serious damage on the ecosystem and imposes major costs in efforts to control it;

WHEREAS, Asian carp pose a dangerous risk of injury to recreational users on waters infested with Asian carp;

WHEREAS, Canadian and U.S. citizens across the basin have expressed serious concern about the invasive carp and other invasive species, and are demanding prompt action;

WHEREAS, the U.S. Army Corps of Engineers is conducting a multiyear, comprehensive study across the U.S. side of the Great Lakes basin called the "Great Lakes and Mississippi River Interbasin Study" (GLMRIS) that examines 19 separate locations where invasive carp could cross from the Mississippi River Basin to the Great Lakes Basin, and considers a large number of potential ways to stop the further migration;

NOW, THEREFORE, BE IT RESOLVED, that the invasive carp in the Mississippi River system pose one of the greatest threats to the integrity and well-being of the Great Lakes and St. Lawrence ecosystem, including the 40 million Canadians and Americans who live there;

BE IT FURTHER RESOLVED, that preventing the invasive carp from entering the Great Lakes and St. Lawrence ecosystem needs to be approached with the greatest sense of urgency by all those responsible for dealing with this matter;

BE IT FURTHER RESOLVED, that physical separation is the most effective way to keep invasive carp from entering Lake Michigan through the Chicago Area Waterway System, and such barriers would also prevent the movement of many other invasive species from one basin to the other;

BE IT FURTHER RESOLVED, that physical separation is feasible and can be done in a way that maintains or enhances water quality, flood control, and transportation in the system;

BE IT FURTHER RESOLVED, that additional steps must be taken in the interim to keep invasive carp out while the long term solution is put in place;

NOW THEREFORE BE IT RESOLVED that the (municipality name here) strongly urges all parties involved to identify a preferred solution to the invasive carp issue and move forward to implement that solution with the greatest sense of urgency.

Adopted on _____ by the (municipality and/or committee name here).

Vote: _____ Yeas _____ Nays _____ Absent

Signed _____

_____ Dated

City of Swartz Creek

Department of Police

Chief Rick C. Clolinger

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: (810)-635-4401

Fax: (810)-635-3728

October 7, 2013

Chief Clolinger,

On March 28, 2013 Public Act 479 of 2012 became State Law. This law mandates that law enforcement officers make video and audio recordings of any interviews or interrogations of individuals suspected of certain felony crimes. These felony crimes essentially include any felony which carries a penalty of 20 years or more.

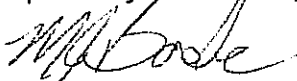
As a result of this law the Michigan Commission on Law Enforcement Standards (M.C.O.L.E.S.) has published standards for the type of recording equipment agencies should employ and protocols for specific recordings.

The Swartz Creek Police Department does not currently offer its Officers the means to record suspect interviews nor is there a dedicated interview room. The recent homicide of a two year old child demonstrates the need for such facilities. Major crime is devastating to those involved but this devastation would be greatly magnified by the failure of this department to conduct investigations in accordance with the law resulting in loss of statements, admissions, or confessions.

Attached is a quote from "Shebar Videotronics" detailing recording equipment which satisfies the requirements of Public Act 479 and the M.C.O.L.E.S. standards. "Shebar Videotronics" is a long-standing Genesee County business which has catered to law enforcement needs for many years. This quote is very reasonable compared to the M.C.O.L.E.S. forecasted equipment cost of approximately \$5000.00.

It is my recommendation that the quote from "Shebar Videotronics" be accepted and an interview room be created in the Police Department in order to be compliant with State Law.

Respectfully Submitted,



Lt. Matthew Bade

SHEBAR VIDEOTRONICS

G-4179 S. SAGINAW ST.
BURTON, MI 48529

TRACKING # 0052658

810-743-4692
FAX 810-742-3850

Quote

Bill To

SWARTZ CREEK POLICE DEPT
8100 A-CIVIC DR
SWARTZ CREEK MI 48473

Ship To

Date: 8/22/2013	Order #:	Sales Person:	Terms:
Shipped By:		Ship Date:	Tracking #:

Qty	Item ID	Description	Tax	Unit Price	TOTAL
1	SBIV411ZJE	ECO 4 CAM DVR 2TERA		\$595.00	\$595.00
1	SBTHM	THERMOSTAT ASSY CAMERA WIDE		\$295.00	\$295.00
1	SBMOT	MOTION SENSOR CAMERA COLOR WIDE		\$295.00	\$295.00
1	SBINMAT	INSTALLATION MATERIAL		\$78.00	\$78.00
1	SBLAB	INSTALLATION LABOR		\$560.00	\$560.00
PLEASE CONTACT DENNIS LEITGEB ON ANY QUOTATION QUESTIONS					
SubTotal					\$1,823.00
Shipping					\$0.00
TAX					\$0.00
TOTAL					\$1,823.00

Act No. 479

Public Acts of 2012

Approved by the Governor

December 27, 2012

Filed with the Secretary of State

December 28, 2012

EFFECTIVE DATE: March 28, 2013

STATE OF MICHIGAN

96TH LEGISLATURE

REGULAR SESSION OF 2012

Introduced by Senator Schuitmaker

ENROLLED SENATE BILL No. 152

AN ACT to amend 1927 PA 175, entitled "An act to revise, consolidate, and codify the laws relating to criminal procedure and to define the jurisdiction, powers, and duties of courts, judges, and other officers of the court under the provisions of this act; to provide laws relative to the rights of persons accused of criminal offenses and ordinance violations; to provide for the arrest of persons charged with or suspected of criminal offenses and ordinance violations; to provide for bail of persons arrested for or accused of criminal offenses and ordinance violations; to provide for the examination of persons accused of criminal offenses; to regulate the procedure relative to grand juries, indictments, informations, and proceedings before trial; to provide for trials of persons complained of or indicted for criminal offenses and ordinance violations and to provide for the procedure in those trials; to provide for judgments and sentences of persons convicted of criminal offenses and ordinance violations; to establish a sentencing commission and to prescribe its powers and duties; to provide for procedure relating to new trials and appeals in criminal and ordinance violation cases; to provide a uniform system of probation throughout this state and the appointment of probation officers; to prescribe the powers, duties, and compensation of probation officers; to provide penalties for the violation of the duties of probation officers; to provide for procedure governing proceedings to prevent crime and proceedings for the discovery of crime; to provide for fees of officers, witnesses, and others in criminal and ordinance violation cases; to set forth miscellaneous provisions as to criminal procedure in certain cases; to provide penalties for the violation of certain provisions of this act; and to repeal all acts and parts of acts inconsistent with or contravening any of the provisions of

this act,” (MCL 760.1 to 777.69) by adding sections 7, 8, 9, 10, and 11 to chapter III.

The People of the State of Michigan enact:

CHAPTER III

Sec. 7. As used in this section and sections 8 to 10 of this chapter:

(a) “Custodial detention” means an individual’s being in a place of detention because a law enforcement official has told the individual that he or she is under arrest or because the individual, under the totality of the circumstances, reasonably could believe that he or she is under a law enforcement official’s control and is not free to leave.

(b) “Interrogation” means questioning in a criminal investigation that may elicit a self-incriminating response from an individual and includes a law enforcement official’s words or actions that the law enforcement official should know are reasonably likely to elicit a self-incriminating response from the individual.

(c) “Law enforcement official” means any of the following:

(i) A police officer of this state or a political subdivision of this state as defined in section 2 of the commission on law enforcement standards act, 1965 PA 203, MCL 28.602.

(ii) A county sheriff or his or her deputy.

(iii) A prosecuting attorney.

(iv) A public safety officer of a college or university.

(v) A conservation officer of the department of natural resources and environment.

(vi) An individual acting under the direction of a law enforcement official described in subparagraphs (i) to (v).

(d) “Major felony” means a felony punishable by imprisonment for life, for life or any term of years, or for a statutory maximum of 20 years or more, or a violation of section 520d of the Michigan penal code, 1931 PA 328, MCL 750.520d.

(e) “Major felony recording” means the interrogation recording required under section 8 of this chapter or a duplicate of that recording.

(f) “Place of detention” means a police station, correctional facility, or prisoner holding facility or another governmental facility where an individual may be held in connection with a criminal charge that has been or may be filed against the individual.

Sec. 8. (1) This section applies if the law enforcement agency has audiovisual recording

equipment that is operational or accessible as provided in section 11(3) or (4) or upon the expiration of the relevant time periods set forth in section 11(3) or (4), whichever occurs first.

(2) A law enforcement official interrogating an individual in custodial detention regarding the individual's involvement in the commission of a major felony shall make a time-stamped, audiovisual recording of the entire interrogation. A major felony recording shall include the law enforcement official's notification to the individual of the individual's Miranda rights.

(3) An individual who believes the individual's interrogation is being recorded may object to having the interrogation recorded. The individual's objection shall be documented either by the individual's objection stated on the recording or the individual's signature on a document stating the objection. If the individual refuses to document the objection either by recording or signature, a law enforcement official shall document the objection by a recording or signed document. A major felony recording may be made without the consent or knowledge of, or despite the objection of, the individual being interrogated.

(4) A major felony recording shall be produced using equipment and procedures that are designed to prevent alteration of the recording's audio or visual record.

(5) Pursuant to any request of discovery, the prosecutor shall provide a copy of the recorded statement to the defense counsel of record or to the defendant if he or she is not represented by defense counsel. The court shall not require the police or the prosecutor to prepare or pay for a transcript of a recorded statement. A court or the defense may have a transcript prepared at its own expense.

(6) Prior to conviction or acquittal, a statement recorded under this section is exempt from disclosure under the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.

Sec. 9. Any failure to record a statement as required under section 8 of this chapter or to preserve a recorded statement does not prevent any law enforcement official present during the taking of the statement from testifying in court as to the circumstances and content of the individual's statement if the court determines that the statement is otherwise admissible. However, unless the individual objected to having the interrogation recorded and that objection was properly documented under section 8(3), the jury shall be instructed that it is the law of this state to record statements of an individual in custodial detention who is under interrogation for a major felony and that the jury may consider the absence of a recording in evaluating the evidence relating to the individual's statement.

Sec. 10. A failure to comply with sections 8 and 9 of this chapter does not create a civil cause of action against a department or individual. The requirement in section 8 of this chapter to produce a major felony recording is a directive to departments and law enforcement officials and not a right conferred on an individual who is interrogated.

Sec. 11. (1) The commission on law enforcement standards created under section 3 of the

commission on law enforcement standards act, 1965 PA 203, MCL 28.603, shall set quality standards for the audiovisual recording of statements under section 8 of this chapter and standards for geographic accessibility of equipment in the state. The commission shall also conduct an assessment of the initial cost necessary for law enforcement agencies to purchase audiovisual recording equipment. The first assessment shall be conducted within 120 days after the effective date of the amendatory act that added this section. The commission on law enforcement standards shall conduct subsequent assessments regarding the necessary costs of purchasing, upgrading, or replacing the equipment every 2 years.

(2) The commission on law enforcement standards shall recommend to the legislature each year an annual appropriation amount to be determined by the commission's assessment performed under this section. The legislature shall annually appropriate funds to the commission on law enforcement standards for distribution to law enforcement agencies throughout the state to allow the agencies to purchase audiovisual recording equipment for purposes of this chapter. Any funds appropriated for this purpose shall be in addition to the appropriations provided to the commission on law enforcement standards and the department of state police in the immediately preceding fiscal year and shall not be appropriated from the Michigan justice training fund created in section 5 of 1982 PA 302, MCL 18.425, or the department of state police budget.

(3) Except as otherwise provided in subsection (4), law enforcement agencies shall implement sections 7 to 10 of this chapter and this section within 120 days after receiving funds under this section from the commission on law enforcement standards or acquiring access to audiovisual recording equipment as directed by the standards set forth by that commission.

(4) Notwithstanding subsection (3), a law enforcement agency shall comply with the provisions of the amendatory act that added this subsection within 60 days after the date the commission adopts the standards for audiovisual recording equipment required by this section if the law enforcement agency has audiovisual recording equipment that complies with those standards on that date, or within 60 days after the date the law enforcement agency subsequently obtains audiovisual recording equipment that complies with the adopted standards.

Secretary of the Senate

Clerk of the House of Representatives

Approved

Governor



MCOLES

Michigan Commission on Law Enforcement Standards



[close print view](#)

Audiovisual Recording of Custodial Interrogations ~ Public Act 479 of 2012

Public Act 479 of 2012 was signed into law late last year. This Act requires all law enforcement agencies to "make a time-stamped, audiovisual recording" of custodial interrogations for certain felonies. MCOLES was required to set the quality standards for the recordings as well as standards for geographic accessibility of equipment. Public Act 479 of 2012 is accessible by following this link: <http://www.legislature.mi.gov/documents/2011-2012/publicact/htm/2012-PA-0479.htm> (<http://www.legislature.mi.gov/documents/2011-2012/publicact/htm/2012-PA-0479.htm>).

The MCOLES' goal was to create standards that are logistically achievable and practical for Michigan law enforcement. The challenge was to identify existing law enforcement audiovisual recording practices, research other states and federal procedures, and identify reasonable equipment options and costs. MCOLES staff completed the relevant research, conducted site visits at several law enforcement agencies with a variety of audiovisual systems, and consulted with two advisory groups. The groups offered insight from both managerial and organizational perspectives as well as technical specifications of audiovisual equipment and their application in law enforcement as defined by the Act. A field survey was also conducted in which all Michigan law enforcement agencies were invited to participate.

Based on the completed analysis, staff recommended six standards for the audiovisual recording of certain felonies as defined by the Act. On September 18, 2013 the Commission accepted the standards as follows:

Standard 1: Recording Capability

Audiovisual equipment shall:

- Use a digital recording format;
- Capture at least 24 frames per second;
- Be compatible with a universal playback system;
- Have the capability for an authorized user to redact a copy of the original digital evidence;
- Export duplicate recordings in the original format;
- Allow for a compressed file sharing copy without loss of picture/audio quality;
- Record, without user intervention, at least a continuous 6-hour event; and
- Playback recordings in original quality, without loss of picture/audio integrity.

Standard 2: Camera

Video cameras must:

- Record in color;
- Have a minimum of 452 horizontal lines of resolution; and
- Be positioned so all individuals within the interrogation room are captured.

Standard 3: Microphone

Audio recording equipment shall:

- Record simultaneously with the video for recording and archiving;
- Be positioned to capture voices of individuals within the interrogation room; and
- Be of a quality to accurately record all verbal communication taking place in the interrogation room.

Standard 4: Date/Time Stamp

Recording systems shall:

- Continually record the time/date stamp as metadata; and
- Be administrator-configurable to allow or disallow visual display.

Standard 5: Agency Policy and Procedure

Michigan law enforcement agencies shall establish operational guidelines for the audiovisual recording of interrogations identified in law. The guidelines shall include:

- Procedures for audiovisual recordings;
- Miranda rights within the recording;
- The treatment of recordings as evidence;
- The secured storage of audiovisual recordings;
- Procedures for the copying of recordings;
- Procedures for the retention and/or destruction of recordings; and
- How the recording equipment is tested and verified.

Standard 6: Geographic Accessibility

The geographic accessibility requirement shall be met by an agency if all of the following occur:

- Equipment meeting MCOLES audiovisual standards is reasonably accessible by an agency; and
- There is a mutual agreement in place for use of another agency's audiovisual equipment in effect; and

- The location housing the audiovisual equipment is considered to be a place of detention as defined in the Act.

It is important to note the MCOLES cannot interpret law. If there are questions regarding the legislation, definitions, or timelines it is recommended those concerns be addressed with agency counsel or local prosecutors.

MCOLES was also mandated to conduct an assessment of the initial cost necessary for law enforcement agencies to purchase audiovisual recording equipment and this process is ongoing. No funds have been appropriated for agency implementation of these standards by the legislature. Should an agency decide to purchase, enhance, or upgrade equipment prior to the legislature appropriating funding, those purchases will not be reimbursable as the state budget process does not work retroactively.

Updates will be posted on this Web page as they occur. Questions regarding the specific standards should be addressed to our Career Development Section, either Joyce Nelson at 517-636-0699, nelsonj20@michigan.gov or Wayne Carlson at 517-322-5614, carlsonw1@michigan.gov.



The table below shows the approximate revenue that would have been collected in tax year 2013 for a proposed police millage

2013 Real Property	Taxable Value	127,655,867 **
Unit Oper	616,437.42	
Admin*	51,431.91	
	<u>\$667,869.33</u>	
Residential Property Only		
Unit Oper	410,121.50	

Proposed Police Millage:

4 Mills		
Real Property	\$510,623.47	Admin \$5,106.23
4.5 Mills		
Real Property	\$574,451.40	Admin \$5,744.51
5 Mills		
Real Property	\$638,279.34	Admin \$6,382.79
5.5 Mills		
Real Property	\$702,107.27	Admin \$7,021.07
6 Mills		
Real Property	\$765,935.20	Admin \$7,659.35

* Admin Fee calculation based on FY14 Revenue Estimate for taxes and taken from that worksheet.

** The taxable value reflects General Motors MTT Settlement

WARRANTY DEED

Furnished by: SARGENT'S ABSTRACT & TITLE CO.

KNOW ALL MEN BY THESE PRESENTS that Woodside Builders, Inc., a Michigan Corporation

Whose address is 7550 Miller Road, Swartz Creek, MI 48473

Convey and Warrant to City of Swartz Creek

Whose address is 8083 Civic Drive, Swartz Creek, MI 48473

The following described premises situated in the City of Swartz Creek County of Genesee and State of Michigan, to-wit:

UNITS 89,90,91,92 & 97 OF HERITAGE VILLAGE, A RESIDENTIAL SITE CONDOMINIUM, GENESEE COUNTY CONDOMINIUM PLAN NO. 301, ACCORDING TO THE MASTER DEED AS RECORDED IN DOCUMENT NUMBER 200210290121507, GENESEE COUNTY RECORDS, TOGETHER WITH RIGHTS IN GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AS SET FORTH IN THE ABOVE MASTER DEED AND SUBSEQUENT AMENDMENTS THERETO, AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

Commonly known as: 3284 Heritage Blvd, 3278 Heritage Blvd, 3270 Heritage Blvd, 3264 Heritage Blvd, 6217 Bainbridge Dr., Swartz Creek, MI 48473

Permanent Parcel No(s). 58-30-651-091, 58-30-651-092, 58-30-651-093, 58-30-651-094, 58-30-651-099

for the full consideration Exempt under MCL 207.505(a) and Exempt under MCL 207.526(a)

Subject to all exiting building and use restrictions, easements and zoning ordinances, if any.

Dated this 28th day of December, 2011 A.D.

Signed by:
Woodside Builders, Inc., a Michigan Corporation
Khalil A. Nemer
Khalil A. Nemer, President

STATE OF MICHIGAN,

COUNTY OF GENESEE

The foregoing instrument was acknowledged before me this 28th day of December, 2011 by Khalil A. Nemer, President of Woodside Builders, Inc., a Michigan Corporation

My Commission Expires:
July 16, 2013

Phyllis A. Murdock
Phyllis A. Murdock
Notary Public, Genesee County, MI

DRAFTED BY: Phyllis Murdock
7550 Miller Road
Swartz Creek, MI 48473

PHYLIS A. MURDOCK
Notary Public, State of Michigan
County of Genesee
My Commission Expires Jul. 16, 2013
Acting in the County of Genesee

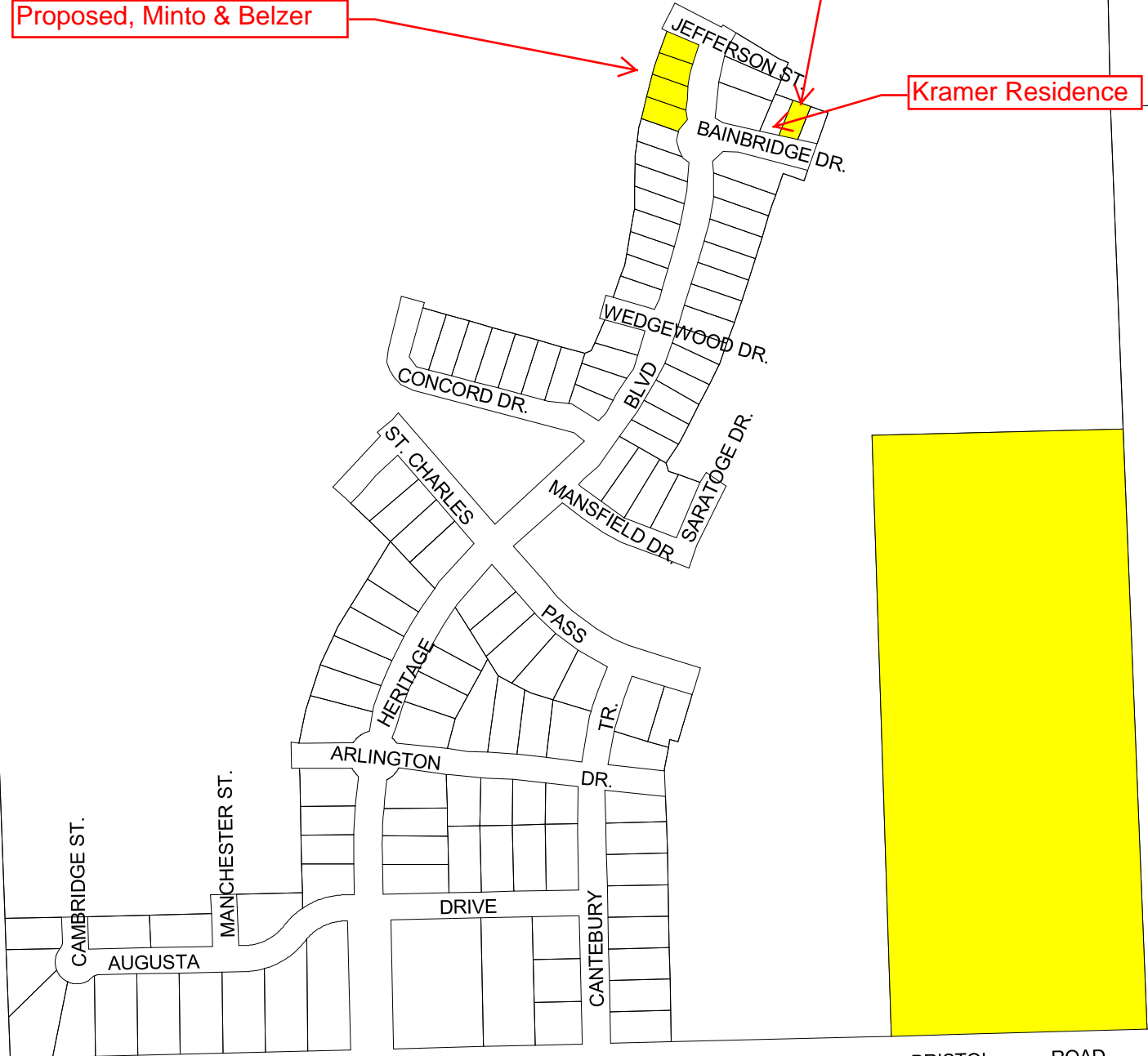
State Transfer Tax: \$ _____
County Transfer Tax: \$ _____

After recording return to: Woodside Builders, Inc.
7550 Miller Road
Swartz Creek, MI 48473

Proposed, Minto & Belzer

Proposed, Kramer

Kramer Residence



BRISTOL ROAD

MILLER ROAD



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WARRANTY DEED

Furnished by: SARGENT'S ABSTRACT & TITLE CO.

KNOW ALL MEN BY THESE PRESENTS that Woodside Builders, Inc., a Michigan Corporation

Whose address is 7550 Miller Road, Swartz Creek, MI 48473

Convey and Warrant to City of Swartz Creek

Whose address is 8083 Civic Drive, Swartz Creek, MI 48473

The following described premises situated in the City of Swartz Creek
County of Genesee and State of Michigan, to-wit:

Units 39,40,41,42,43,44,51,53,54,55,56 & 64 of SPRINGBROOK EAST CONDOMINIUM, Genesee County
Condominium Plan No. 355, according to the Master Deed as recorded in Document Number
200411100114003, Genesee County Records, together with rights in General Common elements and Limited
Common elements as set forth in the above Master Deed and subsequent amendments thereto, and as described
in Act 59 of the Public Acts of 1978, as amended.

Commonly known as: 7251,7247,7237,7233,7223,7219,7167,7260,7254,7244,7240 Lindsey Drive, 7169 Russell Drive, Swartz
Creek, MI 48473

Permanent Parcel No. 58-36-676-039, 58-36-676-040, 58-36-676-041, 58-36-676-042, 58-36-676-043,
58-36-676-044, 58-36-676-051, 58-36-676-053, 58-36-676-054, 58-36-676-055, 58-36-676-056, 58-36-676-064

for the full consideration Exempt under MCL 207.505(a) and Exempt under MCL 207.526(a)

Subject to terms, provisions, conditions, covenants, limitations and easements contained in the Master Deed recorded as instrument no.
200401070002092, Genesee County Records.

Dated this 27th day of December, 2011 A.D.

Signed by:
Phyllis A. Murdock
Woodside Builders, Inc., a Michigan Corporation
Khalil A. Nemer, President

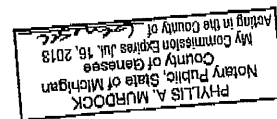
STATE OF MICHIGAN,

COUNTY OF GENESEE

The foregoing instrument was acknowledged before me this 27th day of December, 2011 by Khalil A. Nemer, President of Woodside
Builders, Inc., a Michigan Corporation

My Commission Expires:
July 16, 2013

Phyllis A. Murdock
Phyllis A. Murdock
Notary Public, Genesee County, MI



DRAFTED BY: Phyllis Murdock
7550 Miller Road
Swartz Creek, MI 48473

State Transfer Tax: \$ _____
County Transfer Tax: \$ _____

After recording return to: Woodside Builders, Inc.
7550 Miller Road
Swartz Creek, MI 48473





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Paul Bueche

From: LeeAnn Minto <leek2663@yahoo.com>
Sent: Thursday, August 29, 2013 4:20 PM
To: Paul Bueche
Subject: Next week

Hi Paul,

Both me and my husband will stop in next Wednesday between 2:30 and 4:30.
We are going to try to talk with Mr. Nemer beforehand.

Thanks and have a great holiday weekend!
Lee Ann Minto

Sent from my Verizon Wireless 4G LTE DROID

Paul Bueche

From: LeeAnn Minto <leek2663@yahoo.com>
Sent: Tuesday, August 27, 2013 9:35 PM
To: pbueche@cityofswartzcreek.org
Subject: Re: Hello and update-Heritage Village Lots

Hi Paul,

Mr. Nemer called my husband tonight to talk with him about the lots and meeting with us to go over some plans. Are those lots still available? He had spoken with someone in the Association who said they were all sold. If they are still available, he has the day off tomorrow if you could give him a call or maybe he can stop by if you have a few moments. Please let me know or feel free to call him.

Thanks again,
Lee Ann Minto

Sent from my Verizon Wireless 4G LTE DROID

leeann king <leek2663@yahoo.com> wrote:

Hi Paul,

I hope all is well. I wanted to let you know that I called and spoke with David Nemer last week. He was going out of town on Thursday so we were not able to meet up due to our both of our schedules. I told him I would call early this week to set up another time. I left him a message on Monday and another message this morning but I have not heard back from him yet.

In the meantime, my husband has spoken with another builder who he knows in the area. My father-in-law is also in the construction business in the Higgins Lake area so we will also be talking with him.

I am in the process of speaking with two realtors and deciding what to do with the house (rent/sell) so that is keeping me pretty busy. So...we have decided to have my husband take over the follow-ups with you regarding the lots.

I just wanted you to be aware that he may be calling to touch base in the future instead of me. His name is Jason Minto. But feel free to reach out to either of us with any updates. His number is (989) 387-6475.

Thanks and have a great weekend!

Lee Ann Minto

Paul Bueche

From: leeann king <leek2663@yahoo.com>
Sent: Thursday, August 01, 2013 9:01 PM
To: pbueche@cityofswartzcreek.org
Subject: Hello and update-Heritage Village Lots

Hi Paul,

I hope all is well. I wanted to let you know that I called and spoke with David Nemer last week. He was going out of town on Thursday so we were not able to meet up due to our both of our schedules. I told him I would call early this week to set up another time. I left him a message on Monday and another message this morning but I have not heard back from him yet.

In the meantime, my husband has spoken with another builder who he knows in the area. My father-in-law is also in the construction business in the Higgins Lake area so we will also be talking with him.

I am in the process of speaking with two realtors and deciding what to do with the house (rent/sell) so that is keeping me pretty busy. So...we have decided to have my husband take over the follow-ups with you regarding the lots.

I just wanted you to be aware that he may be calling to touch base in the future instead of me. His name is Jason Minto. But feel free to reach out to either of us with any updates. His number is (989) 387-6475.

Thanks and have a great weekend!

Lee Ann Minto

Paul Bueche

From: leek2663@yahoo.com
Sent: Monday, July 15, 2013 1:26 PM
To: Paul Bueche
Subject: Re: City of Swartz Creek: Heritage Village

Hi Paul,

I was just checking to see if you are available today to speak re: the update?

Thanks,
Lee Ann Minto

Sent from my Verizon Wireless 4G LTE DROID

Paul Bueche <pbueche@cityofswartzcreek.org> wrote:

Lee Ann,

Sorry for the delay in getting back to you. I got you emails and phone message. I talked with my board on interest in the lots last night and resolved a rough plan in how to get these off our books. I'll try and catch up with you Wed or Thurs to explain the discussion in better detail.

Thanx.....

Paul Bueche

From: leeann king [mailto:leek2663@yahoo.com]
Sent: Sunday, July 07, 2013 6:21 PM
To: Paul Bueche
Subject: Re: City of Swartz Creek: Heritage Village

Hi Paul,

To further expand, we are interested in purchasing two lots, those of which are at the end of Jefferson and Heritage. Our goal is to build a single family home within one to two years. Once a final purchase price and process to buy has been determined we would be interested in moving forward. Any additional information regarding the cost to finish the paving of the road would also need to be considered. Please follow-up with me as the process moves forward. We would also be open to any builder recommendations if you could forward us the contact information.

Thank you,

Lee Ann and Jason Minto
(810) 348-2872

From: leeann king <leek2663@yahoo.com>
To: Paul Bueche <pbueche@cityofswartzcreek.org>

Sent: Sunday, July 7, 2013 6:09 PM
Subject: Re: City of Swartz Creek: Heritage Village
Hi Paul,

I am writing this e-mail to confirm our sincere interest in being considered as potential purchasers of the available lots in Heritage Village Subdivision in Swartz Creek.

Lee Ann King

From: leeann king <leek2663@yahoo.com>
To: Paul Bueche <pbueche@cityofswartzcreek.org>
Sent: Friday, June 7, 2013 9:19 PM
Subject: RE: City of Swartz Creek: Heritage Village
Hi Paul,

Thank for the fast response. We are very interested in obtaining more information if the current residents do not purchase the remaining lots. The preferred locations would be along Heritage and the end of Jefferson. We would also need to find out what the costs would be to finish paving the road area. **Thanks again,**
Lee Ann and Jason Minto --- On **Fri, 6/7/13, Paul Bueche** <pbueche@cityofswartzcreek.org> wrote:

From: Paul Bueche <pbueche@cityofswartzcreek.org>
Subject: RE: City of Swartz Creek: Heritage Village
To: "Lee Ann Minto" <leek2663@yahoo.com>
Date: Friday, June 7, 2013, 5:40 PM

-----Original Message----- From: City of Swartz Creek - Web Site [mailto:dkorth@comcast.net] Sent: Friday, June 07, 2013 1:15 PM To: pbueche@cityofswartzcreek.org Subject: City of Swartz Creek: Heritage Village This is an enquiry email via <http://www.cityofswartzcreek.org/> from: Lee Ann Minto <leek2663@yahoo.com> Hello Paul, I just left you a voice mail but I can also be reached via email. Can you please tell me if there are any remaining property lots for sale in the heritage village subdivision? Thank you, Lee Ann Minto 810-348-2872

Paul Bueche

From: leek2663@yahoo.com
Sent: Tuesday, July 09, 2013 6:10 PM
To: Paul Bueche
Subject: Re: City of Swartz Creek: Heritage Village

Great, thank you!

Sent from my Verizon Wireless 4G LTE DROID

Paul Bueche <pbueche@cityofswartzcreek.org> wrote:

Lee Ann,

Sorry for the delay in getting back to you. I got you emails and phone message. I talked with my board on interest in the lots last night and resolved a rough plan in how to get these off our books. I'll try and catch up with you Wed or Thurs to explain the discussion in better detail.

Thanx.....

Paul Bueche

From: leeann king [mailto:leek2663@yahoo.com]
Sent: Sunday, July 07, 2013 6:21 PM
To: Paul Bueche
Subject: Re: City of Swartz Creek: Heritage Village

Hi Paul,

To further expand, we are interested in purchasing two lots, those of which are at the end of Jefferson and Heritage. Our goal is to build a single family home within one to two years. Once a final purchase price and process to buy has been determined we would be interested in moving forward. Any additional information regarding the cost to finish the paving of the road would also need to be considered. Please follow-up with me as the process moves forward. We would also be open to any builder recommendations if you could forward us the contact information.

Thank you,

Lee Ann and Jason Minto
(810) 348-2872

From: leeann king <leek2663@yahoo.com>
To: Paul Bueche <pbueche@cityofswartzcreek.org>
Sent: Sunday, July 7, 2013 6:09 PM
Subject: Re: City of Swartz Creek: Heritage Village
Hi Paul,

I am writing this e-mail to confirm our sincere interest in being considered as potential purchasers of the available lots in Heritage Village Subdivision in Swartz Creek.

Lee Ann King

From: leeann king <leek2663@yahoo.com>
To: Paul Bueche <pbueche@cityofswartzcreek.org>
Sent: Friday, June 7, 2013 9:19 PM
Subject: RE: City of Swartz Creek: Heritage Village
Hi Paul,

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Subject: RE: City of Swartz Creek: Heritage Village
To: "Lee Ann Minto" <leek2663@yahoo.com>
Date: Friday, June 7, 2013, 5:40 PM

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Paul Bueche

From: leeann king <leek2663@yahoo.com>
Sent: Sunday, July 07, 2013 6:21 PM
To: Paul Bueche
Subject: Re: City of Swartz Creek: Heritage Village

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Paul Bueche

From: leek2663@yahoo.com
Sent: Monday, June 17, 2013 10:34 AM
To: Paul Bueche
Subject: Re: City of Swartz Creek: Heritage Village

Hi Paul,

I am just touching base to ask if you have found out any updates on the lots yet? I know you said it could be a month or so but I just wanted to inquire.

Thank you,
Lee Ann Minto

Sent from my Verizon Wireless 4G LTE DROID

Paul Bueche <pbueche@cityofswartzcreek.org> wrote:

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

From: City of Swartz Creek - Web Site [mailto:dkorth@comcast.net]
Sent: Friday, June 07, 2013 1:15 PM
To: pbueche@cityofswartzcreek.org
Subject: City of Swartz Creek: Heritage Village

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Paul Bueche

From: leeann king <leek2663@yahoo.com>
Sent: Friday, June 07, 2013 9:20 PM
To: Paul Bueche
Subject: RE: City of Swartz Creek: Heritage Village

Hi Paul,

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*Thanks again,
Lee Ann and Jason Minto*

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810-348-2872

Paul Bueche

From: leek2663@yahoo.com
Sent: Friday, June 07, 2013 8:33 PM
To: Paul Bueche
Subject: Re: City of Swartz Creek: Heritage Village

Hi Paul,

Thank you for the fast reply. We are very interested in staying updated as to the progress of the process. The four lots along Jefferson would be preferred area. Possibly the one closest to the end corner. We would also need a general idea of the costs involved in finishing the road area.

Thanks again,
Lee Ann and Jason Minto

Sent from my Verizon Wireless 4G LTE DROID

Paul Bueche <pbueche@cityofswartzcreek.org> wrote:

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Sent: Friday, June 07, 2013 1:15 PM
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810-348-2872

F. JACK BELZER, P.C.
ATTORNEYS AND COUNSELLORS AT LAW
3153 W. HILL ROAD
FLINT, MICHIGAN 48507

F. JACK BELZER
ALSO LICENSED IN COLORADO

TELEPHONE
(810) 234-3300

FAX
(810) 234-3399

September 16, 2013

MR. PAUL BUECHE
City Manager
CITY OF SWARTZ CREEK
8083 Civic Drive
Swartz Creek, MI 48473-1498

RE: City Owned Lots in Heritage Village Development

Dear Mr. Bueche:

This is a request for the ability to purchase the lots / building sites located in the Heritage Village Development. These lots would be utilized for myself, and a dear friend, Bruno Vallecorsa, to build residences on those lots, with each of us having an additional empty site for yard purposes. The buildings will be similar, if not identical, to the structures already in that location and in that development. I intend to start construction of my residence in the immediate future.

I would propose to purchase those sites for the assessed value, plus any soft costs which the City may have associated with them.

Please feel free to contact me should you have any questions or concerns, relative to this communication.

Sincerely,

A handwritten signature in black ink that reads "F. Jack Belzer". The signature is written in a cursive, flowing style.

F. Jack Belzer

FJB/pam

Monday, September 09, 2013

Paul Bueche
City of Swartz Creek

Re: Request / Interest to Purchase Vacant Lots
City of Swartz Creek
Heritage Village
Springbrook East Condominiums

Dear Mr. Bueche:

Please be advised that I/We wish to purchase all of the above mentioned lots in the City of Swartz Creek. The style and integrity of all new future new builds shall remain consistent of the existing development. If you have any questions, please feel free to contact me at 810-955-4045.

Sincerely,

David Nemer
The Nemer Family

Historical Society Agreement

Resolution No. 030623-06

(Carried)

Motion by Councilmember Porath,
Second by Councilmember Plumb,

The Swartz Creek City Council directs the Mayor and the City Clerk to execute an agreement on behalf of the City of Swartz Creek with the Swartz Creek Historical Society, a Michigan not for profit corporation, agreement as follows:

**AGREEMENT
Between the
CITY OF SWARTZ CREEK
And
SWARTZ CREEK AREA HISTORICAL SOCIETY**

THIS AGREEMENT is made this 23rd day of June, 2003, between the City of Swartz Creek, a Michigan Municipal Corporation ("City") with principal offices at 8083 Civic Drive, Swartz Creek, Michigan, and the Swartz Creek Area Historical Society, a non-profit corporation ("Society") with principal offices at 5388 Greenleaf Drive, Swartz Creek Michigan 48473.

The following is a recital of facts which underlie this Agreement:

1. The Society collects and manages historical artifacts concerning the City and its surrounding area and inhabitants.
2. The Society wishes to maintain a showroom for these items within the Swartz Creek City Hall, a building owned by the City.
3. The City has collected and accepted artifacts and has turned them over to the Society.
4. The City is empowered by its Charter to manage and control its property, including City Hall, and to enter into contracts and to do any act to advance the interest, good government and prosperity of the City and its inhabitants. *Charter, Section 3.1(b)(5)(a).*
5. Consistent with this authority, the City finds that this Agreement would promote the general health, safety and general welfare of the City and its inhabitants.

NOW THEREFORE, the City and Society agree that:

1. The Society may maintain within City Hall a room designated by the City to be dedicated solely for the display of the Society's items and artifacts.
2. The room designated by the City shall be open and accessible to the Society

and members of the Public only during regular business hours when City Hall itself is open.

3. The Society acknowledges the acceptance of any and all artifacts that the City may have accepted in its behalf, and further, shall assume sole responsibility for maintaining and safeguarding all items owned or possessed by it.
4. The Society shall, for itself and its agents, employees, successors and assigns, agree to release and indemnify the City, including its agents, employees, officers and assigns, from any and all claims, causes of action, demands or suits, for personal injury, property damage, or any other claims or losses related to or associated with the Society, its property, or maintenance of City Hall grounds.
5. The Society shall maintain in effect throughout the term of this agreement a policy or policies of public liability insurance in such amounts as are approved by the City Manager and shall ensure that the City be listed as an additional insured party on all such policies of insurance.
6. The term of this agreement shall commence on the 23rd day of June, 2003, and shall expire on the 23rd day of June, 2004. Unless either party notifies the other party, at least 30 days prior to such expiration, of its intent to not extend the term of this agreement upon such expiration, this agreement shall be automatically extended for an additional 1 year term, but shall not be extended more than 10 times. Unless otherwise agreed to by the parties in writing, any extension shall be on the same terms and conditions as the agreement then being extended.
7. The person signing this Agreement on behalf of the Society has full authority to execute this Agreement and to bind the Society and its agents, employees and successors.
8. This Agreement shall be governed by, interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Michigan.
9. 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.
10. 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.

CITY OF SWARTZ CREEK

SWARTZ CREEK AREA HISTORICAL SOCIETY


Richard Abrams, Mayor


Mary Jo Clark, Clerk


Witness


Bill Morgan, President

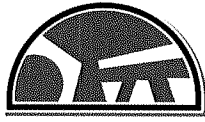

Witness

Approved as to form:


Richard J. Figura, City Attorney

YES: Abrams, Adams, Christie, Plumb, Porath, Shumaker.

NO: None. Motion declared carried.



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention.™

September 24, 2013

Mr. Mark Price
Slagter and Son Construction
1326 142nd Avenue
Wayland, MI 49348

RE: JN 112204 – Morrish Road Bridge – Resolution Sidewalks and Texas Classic Railing

Dear Mr. Price:

ROWE Professional Services Company attended the City of Swartz Creek Council meeting last evening where the deficiencies in the sidewalks on the bridge and the Texas Classic railing were discussed. The Council has given ROWE the following direction:

1. Sidewalks

The Council accepts the engineer's recommendation that the sidewalks should be fixed with an epoxy product to provide a consistent walking surface that drains the water off the bridge.

ROWE approves of the use of the proposed dark gray Flexolith product with the #9 flint rock aggregate as the final surface. Please use the manufactures recommendation for intermediate aggregate size in the deep fill areas. Also, a Materials Source List and if applicable, a sub contract needs to be provided to ROWE prior to placement of this material. All correction work on the bridge sidewalks will be completed at no cost to the project.

2. Texas Classic Railing

The Council has agreed to allow the deficient railings to stay in place at no cost to the project. The city will place the funds allocated for these railings in a fund for future maintenance of the bridge.

ROWE will place a -\$20,445 (87 ft. x \$235/ft.) deduction on the next contract modification for an adjustment on this item. Slagter and Son Construction will receive no compensation for this deficient work that is allowed to remain in place.

Please contact Nate Whiting at (810) 869-5101 to arrange for construction observation of the sidewalk repairs at least 48 hours prior to being onsite.

Sincerely,
ROWE Professional Services Company

Nate Whiting, P.E.
Senior Project Engineer

cc: Paul Bueche, City of Swartz Creek
File

R:\Projects\13C0029\Construction Docs\112 - Correspondence\9-24-2013 - Resolution to Wall.docx

Mr. Mark Price
September 24, 2013
Page 2

Resolution Sidewalks and Texas Classic Railing Acceptance

Having reviewed this proposal for resolution of deficient work, acceptance of this proposal for resolution of deficient work is hereby confirmed.

Accepted by:

Signature

Date

Print Name and Title

Paul Bueche

From: Nate Whiting <NWhiting@rowepsc.com>
Sent: Wednesday, September 25, 2013 2:58 PM
To: Paul Bueche (pbueche@cityofswartzcreek.org); Tom Svrcek (tsvrcek@cityofswartzcreek.org)
Cc: Lou Fleury
Subject: Clarification of Bridge Railing Funding Split

Paul and Tom,

I just wanted to clarify how the funding for the outside rails of the bridge is set up on the bridge project. The Texas Classic railing is partially paid for under the 95%/5% category and the remainder is under a category that is 100% City of Swartz Creek responsibility. MDOT chose to participate in a portion of the railing that would represent the cost to place chain-link fence across the bridge. The railing has a unit price of \$234/ft for a total cost of \$20,358.00.

	<u>MDOT Portion</u>	<u>Swartz Creek Portion</u>
21 ft of the railing is at the 95/5 match level –	\$4,668.30	\$245.70
66 ft of the railing is 100% City of Swartz Creek Funded -	<u>\$ 0.00</u>	<u>\$15,444.00</u>
	\$4,668.30	\$15,689.70

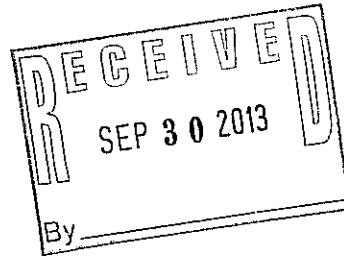
If the contractor accepts the current proposal, than the amount the City of Swartz Creek would have for future work would on the bridge will be \$15,689.70.

Nate Whiting, PE
Senior Project Engineer
810-869-5101





September 26, 2013



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

Dear Mr. Bueche:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify you of a channel change. Customers are being notified of this change via bill message.

Effective on or about October 23, 2013, Cine Sony will be available on channel 623 with the MultiLatino service package.

As always, feel free to contact me directly at 586-883-7075 with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Gerald W. Smith".

Gerald W. Smith
Senior Manager, Government Affairs
Comcast, Heartland Region
27800 Franklin Rd.
Southfield, MI 48034



Genesee-Lapeer-Shiawassee Region V Planning and Development Commission

ROOM 223 – 1101 BEACH STREET
TELEPHONE (810) 257-3010

FLINT, MICHIGAN 48502-1470
FAX (810) 257-3185

DEREK BRADSHAW
FISCAL OFFICER

October 11, 2013

MEMORANDUM

TO: Genesee County Local Units of Government and Emergency Personnel

FROM: Christine A. Durgan, Assistant Director
GLS Region V Planning and Development Commission

Jenifer Boyer, Emergency Management Manager
Office of the Genesee County Sheriff's Emergency Management and Homeland Security Division

SUBJECT: Genesee County Hazard Mitigation Plan Update – Local Meetings

GLS Region V Planning and Development Commission staff has partnered with the Office of the Genesee County Sheriff's Emergency Management and Homeland Security Division to complete an update to the Genesee County Hazard Mitigation Plan.

This Plan will meet the Federal Emergency Management Administration's (FEMA) required criteria for a multi-jurisdictional hazard mitigation plan. This Plan makes it possible for local units of government to apply for funding to carry out mitigation activities that may lessen or prevent damage or loss of life if a hazard were to occur in your community. A key component of the process is to identify mitigation projects that your community has completed or would like to implement. In addition, input about hazards, local priorities, and each community's commitment to the process is key to the Plan's final completion.

Your community's input into this process is essential and participation is required in order for the Plan to be approved by the State of Michigan and FEMA. We have chosen four locations to provide an opportunity for you to give feedback into the process. Please choose a time and location that is most convenient for you. Please send a designee if you are unable to attend. Please RSVP to nodette@co.genesee.mi.us by October 18.

Mundy Township Hall
3478 Mundy Avenue
Date: 10/22/13
Time: 10:00 AM

Atlas Township Hall
7386 S. Gale Road
Date: 10/22/13
Time: 2:00 PM

Flushing Township Hall
6542 N. Seymour Road
Date: 10/23/13
Time: 2:00 PM

Richfield Township Hall
G5381 N. State Road
Date: 10/24/13
Time: 2:00 PM

For further details, please contact Christine Durgan at (810) 257-3010 or Jenifer Boyer at (810) 424-4403.

An Equal Opportunity Organization