

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, June 22, 2015, 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. Council Meeting of June 8, 2015 MOTION Pg. 31
5. **APPROVE AGENDA:**
 - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
 - 6A. City Manager's Report (Agenda Item) MOTION Pg. 2
 - 6B. FOIA Policy, Summary, and Fee Schedule (Agenda Item) Pg. 43
 - 6C. Springbrook East Association Request (Agenda Item) Pg. 55
 - 6D. 5017 Third Street Sale Instruments & Resident Letter (Agenda Item) Pg. 56
 - 6F. Tax Foreclosure List and Maps (Agenda Items) Pg. 62
 - 6G. AFSCME Wage Addendum (Agenda Item) Pg. 68
 - 6H. Supervisors Wage Addendum (Agenda Item) Pg. 69
 - 6I. POLC Wage Addendum (Agenda Item) Pg. 70
 - 6J. Bristol & Miller Road Change Orders With Work Area Maps (Agenda Item) Pg. 71
 - 6K. Dye Road Auction Proposal & Maps (Agenda Item) Pg. 75
 - 6L. MERS Annual Actuarial Valuation Report Pg. 89
 - 6M. SDM Liquor License Application Notice Pg. 113
 - 6N. Bench Donation Letter and Image (Agenda Item) Pg. 121
 - 6O. Consumers Energy Notice Pg. 123
 - 6P. Detroit Water Authority News Article Pg. 125
 - 6Q. Flint Area Narcotics Group May Report Pg. 127
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. FOIA Policy and Fee Schedule RESO Pg. 13
 - 8B. Elms Park Bench Donation RESO Pg. 14
 - 8C. Street Project Change Order (Bristol Road) RESO Pg. 14
 - 8D. Street Project Change Order (Miller Road) RESO Pg. 15
 - 8E. Fireworks Ordinance RESO Pg. 16
 - 6F. Springbrook East Lot Proceeds RESO Pg. 21
 - 6G. Dye Road Lot Sale Options RESO Pg. 23
 - 6H. 5017 Third Street Sale Instruments RESO Pg. 24
 - 8I. County Tax Reverted Properties Acquisition RESO Pg. 24
 - 8J. AFSCME Unit Wage establishment for Fiscal Year 2016 RESO Pg. 26
 - 8K. Supervisors Unit Wage establishment for Fiscal Year 2016 RESO Pg. 27
 - 8L. POLC Unit Wage establishment for Fiscal Year 2016 RESO Pg. 27
 - 8M. City Manager Affirmation of Time Employed RESO Pg. 28
 - 8N. Meeting Schedule for Fiscal Year 2016 RESO Pg. 28
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, June 22, 2015 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: June 17, 2015

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **RACEWAY STATUS** *(No Change of Status)*

The raceway has dropped their appeal for 2014, but they have filed for 2015. This is great news! Monies that the downtown development authority was encumbering with the intention of refunding can now be counted as unrestricted revenues. I suspect the strategy is revolving around the marketing of the track, and this will be resolved upon sale. For more information pertaining to the appeal, please see prior meeting packets.

Concerning the marketing, there is not much happening as far as we can tell. We held off on rezoning because the owner wanted to do some research and work with us on a plan, but that simply has not happened. Obviously, we should work with them to the extent that they are willing. However, as we move forward with the master plan, I think it is clear that we cannot wait for them to come to the table to do what is in the interest of the community.

✓ **DOWNTOWN PARKING LOTS** *(No Change of Status)*

All improvements are complete. We are now closing the grants administratively.

✓ **STREETS** *(See Individual Category)*

MORRISH ROAD CLASSIFICATION-BRIDGE CAPACITY *(No Change of Status)*

Morrish Road has been submitted for classification as a “minor arterial” from a “major collector”. The MDOT is reviewing this and should respond before August.

MILLER ROAD RESURFACING PROJECT *(Update-Agenda Item)*

Crews are onsite and are working. The Tallmadge to Dye Road section is substantially complete. Crews are beginning traffic control of the Elms to Morrish Road section as I write this.

Change Order #1

In related news, we have been attempting to ascertain the owner of the ‘cuts’ in front of the GM facility for generations. With the GM relationship being relatively close last year because of the 2014 appeal and renovation, we tried to have GM work with us on the issue once again. We have gotten nowhere.

As some on council may recall, these areas were to be resurfaced in tandem with Bristol Road nearly a decade ago. The lack of ownership evidence resulted in their

exclusion because MDOT wanted to ensure control. With work occurring on Miller Road, we feel the time is now or never to do the work with or without MDOT participation.

Concerning ownership, we have one parcel map that shows the cuts and center traffic island as GM property, and one (county produced map) that indicates this is public right of way. With the knowledge that GM isn't likely to claim or admit ownership, I think the city should act now to affirm ownership and do the work.

Since these cuts enable general public access and the city has been maintaining them with patching material for many years now, this is not really a stretch. I am confident we are NOT making a trespass and we ARE doing the right thing. Based on time constraints with operations of the milling machines on the east side, we made the administrative decision to mill off the failed asphalt on June 11. This was an administratively approvable expense of \$1,240.98. GM was notified of the decision to pursue this and has not objected.

We have a contract change order to pave these sections with 1.5" of new asphalt. That price is \$10,827.96, which is very reasonable in our opinion. Based on the circumstances, this cost will be borne entirely by the city with no additional participation from the MDOT. I prepared a resolution to make this happen. I think that if we don't act now we risk paying a lot more down the road or not seeing the work done at all. I believe we need to put the potential GM ownership claim behind us and proceed with the understanding that these are public streets as indicated in the county map.

Change Order #2

There is a small section of the right turn only lane on Miller Road that is not within the project scope. This section is for west bound traffic on the north side of Miller Road that was recently (~6 years ago) expanded to enable right turns into businesses from Elms Road to Kroger. A map is included to illustrate what these words probably do not. Due to its location and superior condition, it is not to be repaired under the current contract.

However, since we won't be back doing work on Miller for the foreseeable future, we want to take advantage of the traffic control and mobilization that is in place. There is no sense waiting five years and creating an entirely separate scope, bid, and contractual project. To do so will have added costs and will create an unnecessary traffic interruption.

With that said, staff is proposing another change order. We can mill and resurface the area mapped for \$4,800.15. While the pavement does have some life left in it, I think the benefits outweigh the costs to do this now.

❑ 20 YEAR STREET PLAN *(No Change of Status)*

At this point, we await action by the State of Michigan. The initial proposal release by the Speaker of the House appeared really bad. Pardon my lack of professionalism, but there is not much about it that would have been functional or

beneficial to our community. I have included an article. Note that we are a non-partisan city, and I do not opine on this matter in a partisan fashion. There is not a proposal out there, irrespective of party affiliation, which appears to benefit our community.

See the May 11 report for prior details.

2015 STREET BIDS-SCRAP TIRE GRANT *(No Change of Status)*

The city is moving forward with engineering of the intersections of Winston and Miller, as well as Fairchild and Miller. We expect this work to be done after school releases in 2016.

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

SEWER REHABILITATION PROGRAM *(No Change of Status)*

The city is moving forward with relining of portions of the Worchester Drive sewer line and inspection of sections of Seymour, Greenleaf, Durwood, Valleyview, Birchcrest, Chesterfield, and Chelmsford as approved at the January 26th meeting. The scope of work is estimated to cost \$146,320. However, there may be some portions of the project that will require a change order for the purposes of doing a partial excavation where lining is not practical. I will be back with more details.

KWA *(Update)*

The KWA water pipeline held a dedication ceremony on June 17th at their proposed water treatment station near Columbiaville. They are still ahead of schedule and under budget.

STORM SEWER *(No Change of Status)*

This draft storm water agreement that was presented to the council last month is now in final form, and the county is requesting its approval. The agreement enables limited cooperation with the county to perform specific functions related to the Phase II Stormwater Regulations. This is done for a pro-rated fee, estimated to be \$4,200 for this year. Staff will take a closer look at terms and be back with a recommendation.

WATER LOSS *(No Change of Status)*

We will continue to monitor the situation.

WATER RATES *(Update)*

We are still expecting big increases this year from Genesee County, stemming from a 16% increase from the Detroit Water and Sewer Authority. However, the county has not made the rate or time for implementation official. Tom expects this before the end of July. In related news. The Great Lakes Water Authority is now controlling the suburban assets of DWSD. This could definitely impact us. I will keep the council informed. An article is attached related to this.

✓ **PERSONNEL: POLICIES & PROCEDURES** *(Update)*

A committee has been appointed to review the handbook. Once the attorney's office gives it a look, we will start the review process. I expect an update from Mr. Gildner at our meeting.

✓ **4438 MORRISH ROAD (Update)**

The DDA would like to hold a workshop to discuss the future of this site and some of the other areas in downtown. They envision an informal gathering of the planning commission, city council, DDA board, and public wherein ideas and concerns can be put forth. I will work on setting this up

Background on this issue is included in the April 13, 2015 report.

✓ **SHARED SERVICES, POLICE DEPARTMENTS (No Change of Status)**

There is a possibility that costs relating to the merger, including legal fees and other expenses, may be covered by a third party grant. The city and township presented the initiative to a few funding interests on May 26, and the feedback was very positive. I will keep the council informed. We expect to begin drafting a working agreement for joint services after the beginning of the new fiscal year.

✓ **SPRINGBROOK EAST & HERITAGE VACANT LOTS (Update-Agenda Item)**

Following are issues pending for the three Associations:

SPRINGBROOK COLONY	SPRINGBROOK EAST	HERITAGE VILLAGE
<i>No outstanding issues</i>	<i>No outstanding issues</i>	<i>Seek solution for 4 vacant lots owned by city.</i>

This matter is now before the city council for a decision. The Springbrook East Condominium Association has expressed an interest in the proceeds of the lot sales. This interest is based upon prior resolutions by the city council that express an intention to allow such proceeds to offset some of the assessed street costs related to the development failure and subsequently incurred by homeowners of the association.

Our auditors indicate that we need to restrict these funds now before the end of the fiscal year. This means we need a decision before June 30th.

The city has sold six of the twelve lots, and I expect that the others will sell within a year. The city has \$2,535.50 into each lot sold. Total proceeds will total \$105,168.50 for all twelve lots, leaving \$74,742.50 unencumbered by previous inputs. This is 71.1% of total sales.

It certainly appears that there was a prior intent to enable the association to capture proceeds to offset their assessment. Because the association did not express an interest in the lots in the fall of 2013, this did not happen and the city went through the process of seeking proposals instead. I believe their interest is still valid, but this is ultimately up to the city council, with no objective legal obligation. I have drafted a resolution in the affirmative to enable this fund restriction and payment.

✓ **MEIJER COMMUNITY DONATION (No Change of Status)**

I have contacted Meijer, and they definitely wish to have a public event to commemorate their contribution to the community. Perhaps a recognition of their donation along the Veteran's walk on Fortino Drive would be appropriate during Memorial Day.

✓ **WINCHESTER WOODS LOTS (Update)**

The planning commission is considering this issue as they amend the master plan. It appears that the planned addition of some asphalt millings to the streets will be cost prohibitive. We may still need to spend some time and money on these streets. Since this is a platted subdivision with public streets, the city is in a position to provide access to the lots by owners for maintenance.

Looking at the problem through a larger lens, we need a drainage and infrastructure solution for the entire plat. With more lots available through tax foreclosure, this may enable the city to have more control over what improvements occur and how they are paid for. The more lots the city controls, the more options we have for making improvements, providing drainage, and recouping costs. See Tax Reverted Properties Acquisition under New Business.

The original report is included in the April 13, 2015 report.

✓ **NEWSLETTER** *(No Change of Status)*

The next edition of our community newsletter is expected to be distributed in October. Let me know if you wish to supply content or desire to see specific information covered in this edition.

✓ **MEDICAL MARIJUANA MORATORIUM** *(No Change of Status)*

The council placed a moratorium on medical marijuana dispensaries and growing facilities, effective April 23, 2015. This is a 180 day moratorium that is set to expire at the end of October. Among other reasons, the moratorium was put in place to better prepare for pending state legislation that would dramatically alter the playing field.

The planning commission will be considering this issue. If legislation is not passed soon, we should consider amending the ordinance based upon draft versions or other options in lieu of moratoriums.

✓ **RENTAL REGISTRATION AND INSPECTIONS** *(No Change of Status)*

We are very close to having a final version of this ordinance, along with the administrative forms and procedures. Since, there was not any comment on the draft ordinance and supporting documentation at the first meeting in April, it appears we will be ready for approval as soon as the attorney signs off on it.

We are taking a closer look at the “crime free lease addendum” that is used in the state and is being considered by Grand Blanc. This was brought to our attention during a Small Cities meeting. Take a look. A synopsis follows:

The Crime Free Lease Addendum does not require eviction of a tenant for one criminal incident. The addendum provides the rental property owner the tool and ability to deal with a problem if the owner chooses or needs to. The addendum was developed by the Department of Housing and Urban Development and is used by housing authorities. Evictions based on this concept were upheld by the US Supreme Court in 2002 (see *Oakland Housing Authority v. Rucker* and *Department of Housing and Urban Development v. Rucker*).

✓ **K9 UNIT** *(Update)*

Donations have been coming in strong. The police department may look to place an order for a replacement in July or August.

✓ **FREEDOM OF INFORMATION ACT UPDATES (Update-Agenda Item)**

There have been changes to the state Freedom of Information Act (FOIA) which outlines a number of new requirements for local governments (Public Act 563 of 2014).

The changes do compel us to act before July 1, 2015. We updated policies, the summary, and the required fees we provide to the public. The changes should not impact business in any significant way.

I have included the set of policies that staff has created. I have made some changes based on councilmember feedback. A resolution to enable these policies is attached.

✓ **5017 THIRD STREET (Update-Agenda Item)**

We finally have a set of sale instruments to consider. I believe these do everything the planning commission and city council set out to do. As required by charter, the council can approve the sale at our meeting, but we must then wait for a 30 day inspection period to expire before giving final approval to the sale.

Another letter has been received by an area property owner regarding an interest. The council is able to consider any and all offers before final execution. The planning commission did consider this proposal and felt a sale to the adjacent properties would be better for the neighborhood in the long run.

✓ **OTHER COMMUNICATIONS & HAPPENINGS (Update)**

MONTHLY REPORTS & UPDATES (Update)

The May Flint Area Narcotics Report is included.

CONSUMERS ENERGY (Update)

There is a notice for a June 30, 2015 hearing regarding the biennial review and approval of their Renewable Energy Plan.

MERS ANNUAL ACTUARIAL VALUATION REPORT (Update)

We have the annual report from the Municipal Employees Retirement System included in the packet. MERS handles retirement portfolios for all eligible defined benefit employees/retirees.

This report is bleak. Investments are soft, even for the last calendar year, and they still include the market fall of 2008 as part of the “smoothing period”. This means that we are not as well funded as we used to be, and their projections indicate this will get worse before it gets better. Page 10 of 24 briefly outlines how much our liability could grow in a few years.

The solution? The city has regularly and wisely contributed additional amounts above those required by MERS requests in order to ensure that retirements are solvent and future payments don't overwhelm regular payroll. It would be great to be 100% funded, but we can't make that happen overnight. However, we have funds

budgeted that can go to offset this doom and gloom scenario. We did not make these payments throughout the year at regular intervals with payroll. We avoided this past practice because we wanted to take a conservative approach to budgeting and make sure we were not digging a hole due to some unforeseen problem.

Now that we are at the end of the fiscal year, we are looking to contribute about \$100,000, spread among all funds, to the three units that are impacted. Again, I credit our relatively strong position concerning liabilities to the city's past practice of making additional contributions, and I don't want to see that practice go away and leave this or some future council with massive annual liabilities that force undesirable cuts.

Note that two of the three units are closed to new members (AFSCME & Supervisors), with two active employees within the AFSCME group. The supervisors group contains only retirees. At any rate, expect to see payment to MERS related to ensuring these assets remain healthy.

SMD LIQUOR LICENSE APPLICATION *(Update)*

There is a request to allow a Specially Designated Merchant liquor license at 9061 Miller Road, Suite15 (commonly known as Smokers Palace). I have attached the state notice and the state description of this license type. Simply put, this license enables 'party store' type retail sales such as that observed at 7-11 or Rite Aid across the street.

This IS a permitted use by right in the General Business Zoning District, which applies to this business. Furthermore, the state is very clear that the local municipality does NOT have formal say in approving or denying this license. However, they request input that may be considered. I have forwarded this to the police department for review and have released it to the Swartz Creek View as well. Comments from the city council members and public will be forwarded to the LCC, as would any formal resolution of the council.

✓ **BOARDS & COMMISSIONS** *(See Individual Category)*

PLANNING COMMISSION *(No Change of Status)*

The planning commission met on June 2nd to continue work on the master plan. They reviewed and revised the first four chapters. Big changes are not expected so the commission will likely have minor amendments completed in a draft for public review and comment by fall.

The commission also made recommendations concerning the offer to purchase two Dye Road properties that the city owns as well as the potential purchase of some tax reverted properties under control of the county treasurer. These issues are covered below. Lastly, a few new points of business were brought up, including discussion of the fence ordinance and the performance of Family Farm and Home, specifically the outdoor storage. The commission will take a look at the fence ordinance to ascertain potential amendments to make screening of corner lots a bit easier. The Family Farm and Home issue is also covered below.

DOWNTOWN DEVELOPMENT AUTHORITY *(Update)*

The DDA met on June 11th to revisit their budget and a potential boundary amendment. They made no changes to the budget and appear satisfied to amend only those sections of the development and tax increment financing plans necessary to implement the boundary change.

Concerning the development of city-owned property on Fortino Drive, the DDA is looking to set up a workshop that would include the planning commission, DDA, city council, and general public. The purpose would be to come to explore future ownership and use of this and similar sites. I will keep the council updated.

ZONING BOARD OF APPEALS *(No Change of Status)*

Nothing to report

PARKS AND RECREATION COMMISSION *(Update-Agenda Item)*

The park board met on June 3rd. They had a number of guests, including an Eagle Scout candidate. There are two proposed donations for Elms Park. One is for a bench from the Beta Sigma Phi sorority, and one is for an orienteering course. I have information related to the bench donation for this meeting and I expect to have the orienteering course presented for city council approval at the July 13 meeting. There was also a noted concern about weekend amplifier use at Elms Park that may be a subject of future meetings.

Their next meeting will be September 2nd.

BOARD OF REVIEW *(No Change of Status)*

Nothing to report.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **FIREWORKS ORDINANCE DRAFT** *(Discussion)*

I have made changes to the ordinance that reflect a more restrictive set of rules. The statute enables regulation of consumer fireworks, including during holidays, the day preceding and the day after. Because of applicable population thresholds, we can limit use of such fireworks between the hours of 1:00 a.m. and 8:00 a.m. on such days.

The ordinance is included in resolution form. Because of the risk of injury and the previously recognized impact on residential neighborhoods, I have drafted this as an emergency ordinance, to be in effect prior to the 4th of July.

✓ **FISCAL YEAR 2016 MEETING SCHEDULE** *(Resolution)*

The meeting schedule for the 2016 fiscal year is included in a resolution. Let me know if you find any conflicts or require any amendments.

✓ **DYE ROAD PROPERTY SALE** *(Resolution)*

I looked into the disposal option of the Dye Road properties via auction. A company that performed another local auction will provide for marketing and an online auction service for 6% of the sale value. I suspect this is worth it considering the added exposure that will be received. Since the standard commission for non-auctioned sale

on lower value real estate is ~6%, this certainly has face validity as a competitive option.

Anecdotally, I have heard positive things about the auction exposure and participation this group was able to drum up. I have included the terms and conditions which, while extensive, appear benign. I say we go for it.

✓ **WAGE OPENERS FOR ALL GROUPS** (*Resolution*)

I have been working with the three collective bargaining groups that represent city employees (Police Officers Labor Council; American Federation of State, County, and Municipal Employees; the Swartz Creek Supervisors Association). All groups have agreed to a 2% increase, with some variations as outlined in the attached addendums. The POLC addendum contains a provision for additional one-time compensation should the merger occur, as well as a provision to open the next contract should the merger be voted down. There is also a variation within the Supervisors Association whereby the compensation of the Police Lieutenant is increased to \$59,500.

As the only employee not covered by one of these agreements, I insist that my salary remain unchanged.

Note that wages were increased an additional 1% last year, above that amount fixed in each bargaining agreement. The 2% raises shall be applied to the resulting, higher wage. This will explain any discrepancy in the printed FY2015 wage and the resulting wages.

✓ **CITY MANAGER YEARS OF SERVICE DEFINITION** (*Resolution*)

I am requesting that the city council affirm my full time employment as contributing time towards my contract as it relates to earned vacation. This would make me a five year employee as of October 2014.

As the city council is aware, my service with the city as a full time employee goes back prior to my hiring as the city manager, effective in January of 2014. While I have been employed by the city as far back as 1999, I was not working in full time capacity until the summer of 2006. I left the city in September of 2010.

Based upon practices common to seniority and the definition of my vested time according to the Municipal Employees Retirement System of Michigan, I am confident that I qualify for leave time available to a five year employee. However, I wish to make this benefit interpretation transparent to the city council, so I have drafted a resolution to make such a determination part of the official record.

✓ **TAX REVERTED PROPERTIES**

There are a number of properties facing tax foreclosure. A list is attached that was sent to the city by the county treasurer. Notice is short, but the city has the opportunity to take title of these properties by making a payment in the amount shown, plus current year taxes. The idea is then to perform blight removal and make improvements as needed before returning the lots to the private sector. Note that the city cannot retain "profit" from the sale of these lots, meaning any additional sale cost above our investment shall go to Genesee County.

Procedurally, the city needs to inform the county of the intent to purchase one or more properties by July 10, 2015, making this regular meeting our only shot at formalizing a resolution.

The planning commission reviewed this list and the attached maps at their last meeting. They recommended procurement of the vacant lots in Winchester Woods (for the purpose of planning, controlling, and providing for necessary public improvements identified in the vicinity, specifically drainage), procurement of the vacant lots in Heritage Village (for the purpose of ensuring collection of the special assessment), and procurement of the abandoned gas station on Holland Drive (for the purpose of eliminating the blight (possibly including environmental remediation) and providing for public parking or another economic development project).

After conversations with the county treasurer’s office, it appears that the acquisition of the Heritage lots is not needed to achieve our objective. The first auction requires that the minimum bid be made on the lots as a single bundle, ensuring collection of the special assessment and future common ownership. If the lots do not sell at the auction, the city will have another shot at acquiring these with fewer costs and restrictions later on through the Land Bank. Since the city cannot “profit” from the sale of lots acquired through this process, there is virtually no risk to having the Heritage properties go to auction.

The objectives for 5012 Holland and the lots in the Woods stand as very viable, and the county has affirmed that dollars spent to remove blight, remediate, and add infrastructure can be added to the lot sale price and not count as “profit.” As such, I recommend we proceed with the purchase of these lots as outlined in the agreement included in the packet. I suspect the city would not get another shot at these.

The total cost to purchase all listed properties is \$45,045.46. The city will also be responsible for \$9,959.70 in taxes for all properties. These properties shall be exempt from taxes next year if acquired.

Foreclosed Properties: Current Year Tax Liabilities

Property	Summer	Winter
5012 Holland	\$7,908.31	\$1,069.85
Cardigan	\$122.61	\$17.61
Cardigan	\$122.61	\$17.61
Young	\$122.61	\$17.61
Young	\$122.61	\$17.61
Young	\$122.61	\$17.61
Young	\$122.61	\$17.61
Young	\$122.61	\$17.61
Season Total	\$8,766.58	\$1,193.12
Annual Total		\$9,959.70

Council Questions, Inquiries, Requests and Comments

- *August Meetings:* Business for the city council ebbs and flows in an unpredictable course. However, all things being equal, August should prove to present lighter agendas. I will be out of town for the meeting on the 10th, and my absence will likely delay some items from otherwise making it to the meeting on the 24th.
- *Family Farm & Home:* The attorney's office mailed letters the week of June 15th. We will allow ample time for a response from the property and business owners.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, June 22, 2015, 7:00 P.M.**

Resolution No. 150622-4A MINUTES – June 8, 2015

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, June 8, 2015, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 150622-5A AGENDA APPROVAL

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of June 22, 2015, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 150622-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of June 22, 2015, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 150622-8A FOIA POLICIES AND FORMS

Motion by Councilmember: _____

WHEREAS, the Michigan Legislature recently adopted amendments to the Michigan Freedom of Information Act (“FOIA”), Public Act 422 of 1976, especially as to fees that the City can assess for responding to FOIA requests, and

WHEREAS, the city adopts this resolution so that the fees it assesses in responding to FOIA requests are consistent with these changes in state law, and

WHEREAS, the city also desires to have a comprehensive and transparent FOIA policy, and

WHEREAS, the city maintains presence on the internet and is therefore compelled to maintain summary of its FOIA policies on its webpage,

NOW, THEREFORE BE IT RESOVLED, the City Council hereby resolves to adopt the FOIA Procedures and Guidelines, with related summary, and fee schedule attached hereto, as may be amended from time to time.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 150622-8B BENCH DONATION ACCEPTANCE

Motion by Councilmember: _____

I Move the City of Swartz Creek accept the donation of a park bench from Beta Sigma Phi, including the inscription “BONNIE RODGERS – JULY 15, 2014 – BETA SIGMA PHI SORORITY”, said bench to be placed in Elms Park as directed by Mr. Svrcek and as permitted by the Park Board.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 150622-8C PAVING PROJECT CHANGE ORDER - BRISTOL

Motion by Councilmember: _____

WHEREAS, the service cuts that service the GM facility and serve as the connecting traffic routes between Miller and Bristol Road are rapidly deteriorating; and

WHEREAS, the ownership of these “cuts” was previously questioned, with evidence supporting ownership by General Motors; and

WHEREAS, this ownership discrepancy resulted in the exclusion of these areas from the most recent federal aid road project in the vicinity, being the Bristol Road resurfacing; and

WHEREAS, past practice and updated county parcel maps strongly support the case that these cuts are within the right-of-way of the city and are the city’s responsibility to own, operate, and maintain; and

WHEREAS, the city is in the process of resurfacing Miller Road and is able to extend very competitive unit prices to this adjacent area,

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek approve the additional paving scope as outlined in the engineers project description, including placement of 138.35 tons of hot mix asphalt (HMA) to complete the connection between the Miller Road surface area and the Bristol Road project limit, estimated to cost \$10,827.96, and further direct staff to procure such services under the costs established by the existing contract and appropriate such expenses as budgeted in fiscal year 2016.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 150622-8D PAVING PROJECT CHANGE ORDER – MILLER

Motion by Councilmember: _____

WHEREAS, the city widened Miller Road within the last decade to add a right turn only lane that extended from Elms Road to the west Kroger entrance along the north side of Miller Road (west bound traffic); and

WHEREAS, a section of this improvement remains in superior condition to the surrounding pavement on Miller Road and was therefore excluded from participation within the MDOT project to resurface Miller Road; and

WHEREAS, the city does not anticipate resurfacing Miller Road for the foreseeable future; and

WHEREAS, economies of scale and safety concerns, especially related to traffic control and mobilization make the present time opportune to resurface this additional lane; and

WHEREAS, the city is in the process of resurfacing Miller Road and is able to extend very competitive unit prices to this project area,

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek approve the additional paving scope as outlined in the engineers project description, including placement of 56 tons of hot mix asphalt (HMA) to complete the connection between the work as mapped within the city council packet, said work estimated to cost \$4,800.15, and further direct staff to procure such services under the costs established by the existing contract and appropriate such expenses as budgeted in fiscal year 2016.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion by Councilmember: _____

WHEREAS, the Public Act 256 of 2011, the Michigan Fireworks Safety Act, set state-wide restrictions and allowances for the use of fireworks within the state of Michigan, and

WHEREAS, this act limits control of local ordinances under specific circumstances, making the existing ordinance difficult to enforce, and

WHEREAS, as a city with fewer than 50,000 residents in a county with fewer than 750,000 residents, Swartz Creek retains the right to regulate consumer and display fireworks as it relates to the time, place, and manner of such use, and

WHEREAS, the City Council, finding that these changes need to be in place immediately in order to provide for the protection of the public welfare during the 4th of July holiday, declares Ordinance 420 to be an emergency ordinance,

THEREFORE, I MOVE the City of Swartz Creek ordains:

ORDINANCE NO. 420

An ordinance to bring the City into conformity with state law regarding the regulation of fireworks; to repeal conflicting ordinances on the same subject matter; and to provide penalties for violations thereof.

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Adoption of Fireworks Ordinance.

The City Council hereby adopts an ordinance regulating fireworks to read as follows:

Sec. 1. Definitions.

For purposes of this Ordinance, the following definitions shall apply:

1. Articles pyrotechnic: pyrotechnic devices for professional use that are similar to consumer fireworks in the chemical composition and construction but not intended for consumer use, that meet the weight limits for consumer fireworks but are not labeled as such, and that are classified as UN0431 or UN0432 under 49 CFR 172.101.
2. APA: American Pyrotechnics Association.

3. Consumer fireworks: fireworks devices that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition and labeling regulations promulgated by the United States consumer product safety commission under 16 CFR parts 1500 and 1507, and that are listed in APA standard 87-1, 3.1.2, 3.1.3 or 3.5 Consumer fireworks does not include low-impact fireworks.
4. Department: Department of Licensing and Regulatory Affairs (LARA), State of Michigan.
5. Display fireworks: large fireworks devices that are explosive materials intended for use in fireworks displays and designed to produce visible or audible effect by combustion, deflagration, or detonation as provided in 27 CFR 555.11, 49 CFR 162 and APA standard 87-1, 4.1.
6. Firework or fireworks: any composition or device, except for a starting pistol, a flare gun or a flare, designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation. Fireworks consist of consumer fireworks, low-impact fireworks, articles pyrotechnic, display fireworks and special effects.
7. Low Impact Fireworks: ground and handheld sparkling devices at that phrase is defined under APA standard 87-1, 3.1, 3.1.1.1 to 3.1.1.8 and 3.5.
8. Minor: individual who is less than 18 years old.
9. National holiday: A national holiday is defined in 5 USC 6103 and includes: New Year's Day (January); Martin Luther King Jr. Day (third Monday in January); Washington's Birthday (third Monday in February); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (first Monday in September); Columbus Day (second Monday in October); Veterans Day (November 11); Thanksgiving Day (fourth Thursday in November); Christmas Day (December 25).
10. NFPA: National Fire Protection Association.
11. Novelties: as defined under APA standard 87-1, 3.2, 3.2.1, 3.2.2, 3.2.3, 3.2.4 and 3.2.5 and all of the following:
 - (a) Toy plastic or paper caps for toy pistols in sheets, strips, rolls or individual caps containing not more than .25 of a grain of explosive content per cap, in packages labeled to indicate the maximum explosive content per cup.
 - (b) Toy pistols, toy cannons, toy canes, toy trick noisemakers, and toy guns in which toy caps as described in the above paragraph are used, that are constructed so that the hand cannot come in contact with the cap when in place for the explosion, and that are not designed to break apart or be separated so as to form a missile by the explosion.

(c) Flitter sparklers in paper tubes not exceeding 1/8 inch in diameter.

12. Person: individual, agent, association, charitable organization, company, limited liability company, corporation, labor organization, legal representative, partnership, unincorporated organization, or any other legal or commercial entity.

13. Special effects: a combination of chemical elements or chemical compounds capable of burning independently of the oxygen of the atmosphere and designed and intended to produce an audible, visual, mechanical, or thermal effect as in integral part of a motion picture, radio, television, theatrical or opera production or live entertainment.

Sec. 2. Novelties.

This Ordinance does not apply to and does not regulate the use of Novelties in the City.

Sec.3. Consumer Fireworks.

(A) Consumer fireworks may be used in the City on the day proceeding, the day of and the day after a national holiday between the hours of 8:00 a.m. and 1:00 a.m.

(B) At any time other than the day preceding, the day of and/or the day after a national holiday consumer fireworks shall be prohibited.

(C) A person shall not ignite, discharge or use consumer fireworks on public property, school property, church property or the property of another person, without that person or organization's express permission to use the consumer fireworks on those premises.

(D) A person shall not use consumer fireworks or low impact fireworks while under the influence of alcoholic liquor, a controlled substance or a combination of alcoholic liquor and a controlled substance.

(E) Consumer fireworks shall only be used in accordance with all applicable local, state and federal laws.

Sec. 4. Pyrotechnic and Display Fireworks.

(A) The City may permit articles pyrotechnic, display fireworks and special effect fireworks pursuant to the provisions of MCL 28.451, *et seq* and this Ordinance.

(B) Any person wishing to conduct an articles pyrotechnic, display fireworks or special effects display shall, at least 45 days prior to any display, submit an application on a form furnished by the City, pay the required fee and shall

secure permission from the City prior to any such fireworks display.

(C) The site plan of the area where the articles pyrotechnic, display fireworks or special effects display is to be conducted shall be submitted with the application. The site plan shall set forth all structures in the area and within the discharge site fallout area. The site plan shall furthermore set forth the distance separating any fireworks and any spectator viewing areas. All site plans shall be forwarded to the Fire Chief and/or his designated alternate for approval, including any recommended conditions, prior to coming before the City Council for its approval.

(D) A copy of any required state or federal permit for the fireworks display shall be submitted with the application.

(E) Proof of insurance conforming the requirements of this Ordinance and PA 256 of 211 shall be submitted with the application.

(F) The application shall include information as to the competency and qualifications of the fireworks display operators, as required by NFPA 1123.

(F) The City shall approve an application for an articles pyrotechnic, display fireworks or special effects display if it finds that all of the following standards are satisfied:

- 1) The application and accompanying documentation is complete and conforms to the requirements of this Ordinance.
- 2) The operator of the fireworks display is competent and qualified to conduct the fireworks display, per NFPA 1123.
- 3) The Fire Chief or his/her designated alternate has approved the application and site plan.
- 4) The fireworks display will not have an adverse effect upon public safety.
- 5) The time, duration, location of the fireworks or special effects display will not, due to noise and other factors, unreasonably disturb the peace of persons residing within the vicinity.
- 6) The City, in approving an application hereunder, shall have the authority to impose such conditions as it determines in its sole reasonable discretion are necessary to assure that the fireworks display will satisfy the above standards.

(G) Requirements and Restrictions.

- 1) The person conducting the fireworks display shall follow NFPA 1123 for fireworks display and/or the City requirements set forth herein, whichever are more restrictive.

- 2) A minimum safe area of 250 feet radius, plus an additional 70 feet radius for each inch by which the fireworks shell exceeds 3 inches in diameter shall be required. The City shall have the authority to grant a variance from this requirement where it determines in its sole reasonable discretion that, given 1) the nature of the subject site, 2) the nature of the surrounding area and/or 3) the nature of the proposed fireworks display, that a variance will not have a material adverse impact on public safety. In no event, however, shall the applicant fail to comply with the minimum requirements of NFPA 1123.
- 3) The applicant shall maintain personal injury liability insurance/property damage liability insurance in the amount of \$1,000,000 for each event. The City shall be named as an additional insured on the insurance policy.
- 4) The City shall not issue a permit to a nonresident person until the person has appointed in writing a member of the state bar or a resident agent to be the person's legal representative upon whom all process in an action or proceeding against the person may be served.
- 5) The applicant shall be responsible for all shells being fired. In the event one or more of the shells does not explode, the applicant shall secure the area until the unexploded shell(s) is found and properly disposed of.
- 6) The consumption of alcohol immediately prior to and during the fireworks display by any person involved in conducting the display is prohibited.
- 7) A fireworks display conducted hereunder shall conform with all specifications set forth in the approved application and site plan, as well as with any conditions imposed by the City in granting such approval.
- 8) The applicant shall cause the site of the fireworks display to be cleaned up within 24 hours after the fireworks display has ended.
- 9) A permit is not transferable and shall not be granted to a minor.

Sec. 5. Violations; penalties.

Any person that violates any provision of this Ordinance shall be deemed responsible for a municipal civil infraction and fined in accordance with the following schedule:

	Minimum	Maximum
	Fine	Fine
1st offense within 3 year period	\$ 75.00	\$500.00

2nd offense within 3 year period*	\$ 150.00	\$500.00
3rd offense within 3 year period*	\$ 325.00	\$500.00
4th offense within 3 year period*	\$ 500.00	\$500.00

Additionally, the violator shall pay costs which may include all expenses, direct and indirect, which the City incurs in enforcing this Ordinance.

In addition, the City shall have the right to proceed in any court of competent jurisdiction for the purpose of obtaining an injunction, restraining order or other appropriate remedy to compel compliance with this Ordinance. Each day that a violation of this Ordinance continues to exist shall constitute a separate violation of this Ordinance.

Section 2. Repeal of Conflicting Ordinances.

The City Council hereby repeals all Ordinances or parts of Ordinances in conflict herewith, including Section 10-192.

Section 3. Effective Date.

This ordinance shall be effective immediately upon publication.

At a regular meeting of the City Council of the City of Swartz Creek held on June 22, 2015, adoption of the foregoing ordinance was moved by Councilmember _____ and supported by Councilmember _____.

Voting for:
Voting against:

The Mayor declared the ordinance adopted.

David A. Krueger
Mayor

CERTIFICATION

The foregoing is a true copy of Ordinance No. 420, which was enacted by the City Council of the City of Swartz Creek at a regular meeting held on June 22, 2015.

Juanita Aguilar, City Clerk

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

Motion by Councilmember: _____

WHEREAS, the city acquired a total of 12 vacant units from street paving special assessment projects in Springbrook East in December, 2011, including the following units:

Springbrook East Units			
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 determined that a public purpose existed 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 previously found that the long term intent was to sell the lots to recover assessment costs and other administrative costs and to preserve property values; and

WHEREAS, the city resolved on October 14, 2013, to permit the Springbrook East Condominium Association to benefit from lot sale proceeds above the city's costs as a means to offset development costs contributed by association members as follows:

“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.”

WHEREAS, the association and the city, due to procedural circumstance, never entered in to such an arrangement; and

WHEREAS, the city issued a request for proposals to develop these units in 2014, had the proposals reviewed by a committee, and resolved to sell the units at market value to Woodside Builders for an amount exceeding the recovery of the assessment and administrative costs; and

WHEREAS, the city invested \$2,535.50 into each lot with sale proceeds expected to total \$105,168.50 for all twelve lots, leaving \$74,742.50 unencumbered; and

WHEREAS, the Springbrook East Condominium Association board now requests that the lot sale proceeds in excess of the costs input by the city be transferred to the association to offset a portion of their special assessment costs.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council approves the payment of \$74,742.50 or 71.1%, whichever is less, of Springbrook East lot sale proceeds to the Springbrook East Condominium Association,

BE IT FURTHER RESOLVED, the city shall issue the association a check for 71.1% of proceeds received to date and shall endeavor to future payments within 60 days of each sale at the rate of 71.1% of each such sale as outlined in the current purchase agreements.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 150622-8G DYE ROAD LOT SALES

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns two vacant, unimproved parcels of real property on Dye Road, identified as parcel 58-29-551-026, and 58-29-551-028, and;

WHEREAS, the city received an unsolicited offer to purchase this property from an adjacent landowner, and;

WHEREAS, the city council directed the planning commission to make a recommendation concerning this matter, and;

WHEREAS, the commission reviewed the proposal at their meeting on June 2, 2015 and found the properties to be of marginal public value, and;

WHEREAS, under the city’s land sale policy, the city council finds that a professional auction is the optimal sale process to be in the best interest of the public for the purposes of expediting the sale of surplus property,

NOW, BE IT RESOLVED that the City of Swartz Creek directs the city manager to enter into contract with Biddergy LLC as included in the city council packet of June 22, 2015 for the auction both parcels.

BE IT FURTHER RESOLVED that all such bids shall be such bids be brought back to the city council for consideration, with the city council reserving the right to reject any and all bids.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 150622-8H THIRD STREET PROPERTY

Motion by Councilmember: _____

WHEREAS, the Swartz Creek city council made the following findings as it relates to the future use of 5017 Third Street, PID 58-01-502-077:

1. The prior use, existing zoning, and future land use designation for this parcel are all classified as residential
2. The parcel still retains two accessory structures of a residential use
3. The parcel is adjacent to a residential use to the south and a commercial use to the north, with residential across the street and commercial behind
4. Adjacent owners have expressed a written interest to split the property
5. If split, resulting parcels must be rezoned to reflect the parent parcel of the respective buyer
6. Any split line must transect the property east-west to enable access
7. Resulting parcel splits must be combined with the respective parent parcels upon any sale; and

WHEREAS, the Swartz Creek City Council directed the city manager to negotiate the sale, split, and related conditions of such sale with the adjacent landowners on Third Street; and,

WHEREAS, a purchase agreement and a pair of sale instruments are now presented to the city council for consideration,

NOW, THEREFORE BE IT RESOLVED, the Swartz Creek City Council hereby approves the sale of 5017 Third Street for \$7,500, said sale to involve the split and separate deeding to the adjacent land owners as outlined in the purchase agreement and quit claim deeds attached.

BE IT FURTHER RESOLVED, that the council directs staff to make said sale instruments available for public inspection and comment for no less than 30 days, in accordance with city charter, at which point the sales shall be considered again by the city council.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 150622-8I COUNTY TREASURER' AGREEMENT, ACQUIRE TAX REVERTED PROPERTY

Motion by Councilmember: _____

WHEREAS, on June 8, 2015 at a public meeting, the Swartz Creek City Council reviewed the staff and planning commission recommendation to acquire specific parcels listed as Genesee County Treasurers' tax reverted property currently under foreclosure; and,

WHEREAS, the City Council finds that a public purpose exists for the acquisition of the property, located at 5012 Holland Drive, that purpose being the potential blight elimination, environmental remediation, and neighborhood enhancement; and,

WHEREAS, the City Council finds that a public purpose exists for the acquisition of the properties on Young Drive and Cardigan Drive, that purpose being the prevention of blight, potential drainage and other infrastructure improvements, and neighborhood enhancement; and,

WHEREAS, the list of all such properties for which there is a public purpose includes:

Parcel Number	Address	Minimum Bid
58-02-529-017	5012 Holland Drive	\$34,137.42
58-03-531-033	Cardigan Drive	1673.62
58-03-531-034	Cardigan Drive	1673.60
58-03-531-129	Young Drive	1671.99
58-03-531-130	Young Drive	1671.91
58-03-531-136	Young Drive	870.69
58-03-531-143	Young Drive	1673.64
58-03-531-144	Young Drive	1673.59
Total		\$45,045.46

; and,

WHEREAS, the County Treasurers' Office requires certain conditions and stipulations relative to the acquisition of tax reverted properties by local units of government,

NOW, THEREFORE, I Move the City of Swartz Creek enter into an agreement with the Genesee County Treasurers' Office, and further, direct the Mayor Dave Krueger and City Clerk to execute the agreement on behalf of the City, agreement as follows:

NOTICE TO GENESEE COUNTY TREASURER DEBORAH L. CHERRY, THE FORECLOSING GOVERNMENTAL UNIT, OF ELECTION TO PURCHASE FORECLOSED PROPERTY

The City of Swartz Creek hereby notifies Deborah L. Cherry, Genesee County Treasurer and Genesee County Foreclosing Governmental Unit, that it intends to purchase property described as SEE ATTACHED LISTING, also known as SEE ATTACHED LISTING, which property is located in Swartz Creek, Michigan, for a public purpose. The purchase price is \$45,046.46, which amount is the minimum bid as that term is defined in MCL 211.78m (11).

The public purpose for which the property is being purchased is:

Blight prevention, infrastructure improvements, and neighborhood enhancement thus advancing neighborhood stabilization.

The City of Swartz Creek agrees that this Notice will be filed with the Genesee County Register of Deeds and that the City of Swartz Creek will notify the Foreclosing Governmental Unit at least seven days before the event if it ever sells or transfers to a third party all or any part of the above described property. Further, the City of Swartz Creek understands and agrees that if it should ever sell the purchased property above described for an amount in excess of the minimum bid and all costs incurred relating to demolition, renovation, improvements, or infrastructure development, the excess amount shall be returned to the Genesee County Treasurer for deposit into the delinquent tax property sales proceeds account for the year in which the property was purchased by the City of Swartz Creek.

Upon the request of the Foreclosing Governmental Unit the City of Swartz Creek shall provide without cost to the Foreclosing Governmental Unit information requested regarding any subsequent sale or transfer of the above described property. The information shall be provided within seven days of receipt of the request.

This election by the City of Swartz Creek is made subject to any prior right of election vested in the State of Michigan.

The City of Swartz Creek understands that neither Genesee County nor Deborah L. Cherry, either individually and/or as Genesee County Treasurer and/or as the Foreclosing Governmental Unit, makes any warranty of any kind as to the title transferred to the City of Swartz Creek and will not indemnify, defend, save nor hold harmless the City of Swartz Creek from any or all claims, liabilities, damages, losses, suits, fines, penalties, demands or expenses, including costs of suit and attorney fees, incurred by the City of Swartz Creek because of or related to its election to purchase the property above described.

The City of Swartz Creek agrees to indemnify, defend, save and hold harmless Genesee County and Deborah L. Cherry, individually and/or as Genesee County Treasurer and/or as Foreclosing Governmental Unit, from any and all claims, liabilities, damages, losses, suits, fines, penalties, demands and expenses, including costs of suit and attorney fees, which Genesee County and/or Deborah L. Cherry, individually and/or as Genesee County Treasurer and/or as Foreclosing Governmental Unit incurred because of or related to the election of the City of Swartz Creek to purchase the property above described.

Attached to this notice is a copy of the resolution authorizing the purchase which resolution incorporates the indemnification of Genesee County and Deborah L. Cherry.

Date: _____

David A. Krueger, Mayor

Date: _____

Juanita Aguilar, Clerk

BE IF FURTHER RESOLVED, the cost to purchase such properties, being \$45,045.46 as well as the addition of the current year taxes, shall be appropriated to the unencumbered, unreserved General Fund (101) fund balance.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek entered into agreement with the American Federation of State, County, and Municipal Employees on June 25, 2012 to provide for conditions and provisions of employment; and

WHEREAS, the collective bargaining agreement, set to expire on June 30, 2016, did not establish a wage for the fiscal year 2016, beginning on July 1, 2015,

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek approve the Wage Agreement between the City of Swartz Creek and the AFCSME bargaining unit as included herein, said agreement to include a rate increase of 2% for all classifications and groups, and further, authorize the Mayor and City Manager to execute the agreement on behalf of the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 150622-8K SUPERVISORS ASSOCIATION WAGE OPENER

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek entered into agreement with the City of Swartz Creek Supervisors Association on August 27, 2012 to provide for conditions and provisions of employment; and

WHEREAS, the collective bargaining agreement, set to expire on June 30, 2016, did not establish a wage for the fiscal year 2016, beginning on July 1, 2015,

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek approve the Wage Agreement between the City of Swartz Creek and the Supervisors Association bargaining unit as included herein, said agreement to include a rate increase of 2% for all classifications and groups, with the exception of the Police Lieutenant, which shall be compensated \$59,500 annually, and further, authorize the Mayor and City Manager to execute the agreement on behalf of the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 150622-8L POLC LABOR CONTRACT WAGE OPENER

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek entered into agreement with the Police Officers Labor Council on April 30, 2012 to provide for conditions and provisions of employment; and

WHEREAS, the collective bargaining agreement, set to expire on June 30, 2016, did not establish a wage for the fiscal year 2016, beginning on July 1, 2015,

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek approve the Addendum to Agreement Between the City of Swartz Creek and the Police Officers Labor Council Patrol Officers Unit as included herein, said agreement to include, among other attributes, a rate increase of 2% for all classifications and groups, and further, authorize the Mayor and City Clerk to execute the addendum on behalf of the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 150622-8M CITY MANAGER YEARS OF SERVICE AFFIRMATION

Motion by Councilmember: _____

WHEREAS, Mr. Zettel began fulltime employment, including benefits, for the City of Swartz Creek in July of 2006, and;

WHEREAS, Mr. Zettel resigned, effective in September 2010, after four years and two months service, and;

WHEREAS, the city council hired Mr. Zettel, effective January 1, 2014, to serve in the position of city manager, a full time position with benefits,

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek recognizes prior time served towards Mr. Zettel's employment agreement as it relates to vacation time, thereby making him an employee with five or more years of service as of January 1, 2015.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 150622-8N SET 2015-2016 COUNCIL MEETING SCHEDULE

Motion by Councilmember: _____

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

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

NOW, THEREFORE, pursuant to the Act, public notice is hereby given that regular meetings for fiscal year 2015-2016 shall be held twice each month, and further, that all meetings shall be held in the City Hall Council Chambers located at 8083 Civic Drive, Swartz Creek, Michigan, unless otherwise provided in advance by the City Council, and further, meetings shall commence at 7:00 P.M. on the following dates:

July 2015:	Monday – 13 th Monday – 27 th	
August 2015:	Monday – 10 th Monday – 24 th	
September 2015:	Monday – 14 th Monday – 28 th	
October 2015:	Monday – 12 th Monday – 26 th	(Columbus Day)
November 2015:	Monday – 9 th Monday – 23 rd	
December 2015:	Monday – 7 th Monday – 14 th	(One Week Earlier) (Two Weeks Earlier)
January 2016:	Monday – 11 th Monday – 25 th	
February 2016:	Monday – 8 th Monday – 22 nd	
March 2016:	Monday – 14 th Monday – 28 th	
April 2016:	Monday – 11 th Monday – 25 th	
May 2016:	Monday – 9 th Monday – 23 rd	
June 2016:	Monday – 13 th Monday – 27 th	

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

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 6/8/2015**

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.

Councilmembers Present: Abrams, Gilbert, Hicks, Pinkston, Porath, Shumaker.

Councilmembers Absent: Krueger.

Staff Present: City Manager Adam Zettel, City Clerk Juanita Aguilar, DPS Director Tom Svrcek, Police Chief Rick Clolinger, Officer Nick Paul and K9 Ike.

Others Present: Bob Plumb, Sharon Shumaker, Boots Abrams, Dave Caudle, Jo Holmquist, Dennis Craner, Mike & Lorraine Ahearne, Lana Grosinsky, Lois Lawrence, Pat Paul, Jeanne Jackson, Betty Binder, Don Austin, Steve Shumaker, Lou Fleury, Melissa Hubbard, Joe Perreault, Jim Florence.

Resolution No. 150608-01

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hicks

I Move the Swartz Creek City Council hereby excuse the absence of Mayor Krueger due to attending a conference.

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

APPROVAL OF MINUTES

Resolution No. 150608-02

(Carried)

Motion by Councilmember Porath
Second by Councilmember Gilbert

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held Monday, May 26, 2015 to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 150608-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as presented, for the Regular Council Meeting of June 8, 2015, to be circulated and placed on file.

YES: Pinkston, Porath, Shumaker, Abrams, Gilbert, Hicks.

NO: None. Motion Declared Carried.

City Manager's Report

Resolution No. 150608-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager's Report of June 8, 2015, to be circulated and placed on file.

YES: Pinkston, Porath, Shumaker, Abrams, Gilbert, Hicks.

NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC

Melissa Hibbard, 8333 Miller Road, spoke about genetically modified foods. Ms. Hibbard asked if anyone had gotten with the farmers in the city and talked about the dangers of genetically modified foods and the possibility of growing more organic foods. Ms. Hibbard spoke about "Agenda 21" and asked the council to look into it.

COUNCIL BUSINESS

Veteran's Memorial Committee & Friends Donation

(Presentation)

The Veteran's Memorial Committee & Friends made a donation to the K9 program from proceeds that were made from a garage sale during Hometown Days. Chief Clolinger thanked everyone for how hard they worked to make the sale a success.

Fireworks Ordinance

(Discussion)

City Manager Zettel spoke about the current ordinance, the state's new laws, and possible changes to the city ordinance.

Traffic Signal Removal

Resolution No. 150608-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Hicks

WHEREAS, the City of Swartz Creek owns traffic signals within the city that are operated and maintained by the Genesee County Road Commission, and

WHEREAS, the GCRC finds that it is no longer practical or advisable to operate the traffic signals on Miller Road that service Bristol Road and General Motors, due to their age and obsolescence, and

WHEREAS, the city is being requested by the GCRC to replace or remove such signals, and

WHEREAS, activity at the General Motors facility, including trip counts and employment are greatly reduced, and

WHEREAS, the signals have not been regulating traffic for many years, and

WHEREAS, the city engineer conducted a traffic analysis for these two signals and found that the signals are no longer warranted,

NOW, THEREFORE BE IT RESOVLED, the City Council determines that it is unnecessary to maintain traffic signals at these locations and directs staff to arrange for the removal of such signals as soon as practical.

Discussion Ensued.

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

Family Farm & Home Special Land Use

Resolution No. 150608-06

(Carried)

Motion by Councilmember Pinkston
Second by Councilmember Hicks

WHEREAS, the City of Swartz Creek approved a special land use for outdoor sales in storage for 4315 Elms Road (Family Farm & Home), in accordance with the site plan dated November 17, 2010, and;

WHEREAS, the site has been noted to be in noncompliance with the site plan as it relates to this special land use, by virtue of numerous complaints, and;

WHEREAS, city staff have attempted to engage the owner and business on numerous occasions over the period of a year to remedy the situation, including

informal letters, a notice of violation, and informal meetings with site management, and;

WHEREAS, the operation of the site has been further compromised by use of restricted parking areas for sales and storage of merchandise, industrial wares, and debris, and;

WHEREAS, the planning commission recommends that more effective enforcement measures be taken, specifically relating to the function of the special land use, and

WHEREAS, ordinance 30.06 provides provisions for the correction and revocation of special land uses,

NOW, BE IT RESOLVED that the City of Swartz Creek City Council directs the city attorney to work with the building official to draft a notice of violation to send to the land owner and business owner as provided for in ordinance 30.06.

BE IT FURTHER RESOLVED city council directs staff to report the status of this matter after the expiration of the 30 day correction period.

Discussion Took Place.

YES: Shumaker, Abrams, Gilbert, Hicks, Pinkston, Porath.

NO: None. Motion Declared Carried.

Dye Road Lot Sales

Resolution No. 150608-07

(Failed)

Motion by Councilmember Porath
Second by Mayor Pro-Tem Abrams

WHEREAS, the City of Swartz Creek owns two vacant, unimproved parcels of real property on Dye Road, identified as parcel 58-29-551-026, and 58-29-551-028, and;

WHEREAS, the city received an unsolicited offer to purchase this property from an adjacent landowner, and;

WHEREAS, the city council directed the planning commission to make a recommendation concerning this matter, and;

WHEREAS, the commission reviewed the proposal at their meeting on June 2, 2015 and found the properties to be of marginal public value, and;

WHEREAS, commission recommends that the city council solicit sealed offers (bids) from the two adjacent land owners (Dr Burgess and Mr. Rashmawi) for both parcels, and

WHEREAS, under the city's land sale policy, the city council finds the recommended sale process and to be in the best interest of the public for the purposes of expediting the sale of surplus property and the consolidation of such parcels for more effective development,

NOW, BE IT RESOLVED that the City of Swartz Creek directs the city manager to solicit sealed bids for both parcels from the owners of 3380 Dye Road and 3398 Dye Road.

BE IT FURTHER RESOLVED that such bids be brought back to the city council for consideration.

Discussion Ensued.

YES: None. Motion Failed.

NO: Abrams, Gilbert, Hicks, Pinkston, Porath, Shumaker.

Resolution No. 150608-08

(Carried)

Motion by Mayor Pro-Tem Abrams
Second by Councilmember Pinkston

I Move the Swartz Creek City Council refer the matter for the Dye Road lot sales back to the City Manager for review and proposals to be brought back to Council with more options for the sale of the lots.

YES: Gilbert, Hicks, Pinkston, Porath, Shumaker, Abrams.

NO: None. Motion Declared Carried.

Liability Insurance Payment

Resolution No. 150608-09

(Carried)

Motion by Councilmember Shumaker
Second by Mayor Pro-Tem Abrams

I Move the City of Swartz Creek appropriate an amount not to exceed \$64,965 to Michigan Municipal League Meadow Brook Insurance, payment of the City's annual 2015-2016 premiums for property and liability insurance, funds to be apportioned to reflect departmental coverage as noted in the invoice.

YES: Hicks, Pinkston, Porath, Shumaker, Abrams, Gilbert.

NO: None. Motion Declared Carried.

Fiscal Year 2016 Budget Adoption

Resolution No. 150608-10

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Porath

I Move the Swartz Creek City Council, in accordance with the General Appropriations Act and Uniform Budgeting and Accounting Act, adopt the following 2015-2016 fiscal budget based upon the following tax mils:

General Operating Levy	4.8289
Public Safety SAD	4.9000
Sanitation Levy	2.6270

101	General Fund	Estimated Beginning Fund Balance	\$	1,303,284
	Estimated Revenues	Adopted		
	General Fund Estimated Operating Revenues	2,259,665		
	Total General Fund Estimated Revenues	2,259,665		
	Appropriations	Adopted		
	General Government Activities 101-299	405,402		
	Public Safety Activities 301-399	1,227,168		
	Public Works Activities 400-799	415,518		
	Other Government Activities 800-999	211,577		
	Total General Fund Appropriations	2,259,665		
	Effect on General Fund's Fund Balance			0
	Estimated Ending Fund Balance June 30, 2016		\$	1,303,284

202	Major Streets	Estimated Beginning Fund Balance	\$	888,246
	Estimated Revenues	Adopted		
	Major Streets Fund Estimated Operating Revenues	1,830,486		
	Total Major Streets Fund Estimated Revenues	1,830,486		
	Appropriations	Adopted		
	General Government Activities 101-299	400		
	Public Safety Activities 301-399	0		
	Public Works Activities 400-799	2,082,972		
	Other Government Activities 800-999	0		
	Total Major Streets Fund Appropriations	2,083,372		
	Effect on Major Street's Fund Balance			(252,886)
	Estimated Ending Fund Balance June 30, 2016		\$	635,360

203	Local Streets Fund	Estimated Beginning Fund Balance	\$	117,375
	Estimated Revenues	Adopted		
	Local Streets Fund Estimated Operating Revenue	159,360		
	Total Local Streets Fund Estimated Revenue	159,360		
	Appropriations	Adopted		
	General Government Activities 101-299	450		
	Public Safety Activities 301-399	0		
	Public Works Activities 400-799	158,910		
	Other Government Activities 800-999	0		
	Total Local Streets Fund Appropriations	159,360		
	Effect on Local Streets Fund's Fund Balance			0
	Estimated Ending Fund Balance June 30, 2016		\$	117,375

226	Garbage Fund	Estimated Beginning Fund Balance	\$	268,656
	Estimated Revenues	Adopted		
	Garbage Fund Estimated Operating Revenue	384,450		
	Total Garbage Fund Estimated Revenue	384,450		
	Appropriations	Adopted		
	General Government Activities 101-299	46,051		
	Public Safety Activities 301-399	0		
	Public Works Activities 400-799	345,116		
	Other Government Activities 800-999	10,300		
	Total Garbage Fund Appropriations	401,467		
	Effect on Garbage Fund's Fund Balance			(17,017)
	Estimated Ending Fund Balance June 30, 2016		\$	251,639

248	DDA Fund	Estimated Beginning Fund Balance	\$	28,450
	Estimated Revenues	Adopted		
	DDA Fund Estimated Operating Revenue	45,750		
	Total DDA Fund Estimated Revenue	45,750		
	Appropriations	Adopted		
	General Government Activities 101-299	3,030		
	Public Safety Activities 301-399	0		
	Public Works Activities 400-799	3,950		
	Other Government Activities 800-999	29,738		
	Total DDA Fund Appropriations	36,718		
	Effect on Local Streets Fund's Fund Balance			9,032

Estimated Ending Fund Balance June 30, 2016		\$	37,482
265	Drug Enforcement Fund	Estimated Beginning Fund Balance	\$ 2,614
Estimated Revenues		Adopted	
	Drug Enforcement Fund Estimated Operating Revenue	<u>7,851</u>	
	Total Drug Enforcement Estimated Revenue	7,851	
Appropriations		Adopted	
	General Government Activities 101-299	0	
	Public Safety Activities 301-399	<u>9,251</u>	
	Public Works Activities 400-799	0	
	Other Government Activities 800-999	<u>0</u>	
	Total Drug Enforcement Fund Appropriations	9,251	
Effect on Drug Enforcement Fund's Fund Balance			(1,400)
Estimated Ending Fund Balance June 30, 2016		\$	1,214
275	Senior Operations Fund	Estimated Beginning Fund Balance	\$ -
Estimated Revenues		Adopted	
	Senior Citizens Fund Estimated Operating Revenue	<u>0</u>	
	Total Senior Citizens Estimated Revenue	0	
Appropriations		Adopted	
	General Government Activities 101-299	0	
	Public Safety Activities 301-399	0	
	Public Works Activities 400-799	0	
	Other Government Activities 800-999	<u>0</u>	
	Total Senior Citizens Fund Appropriations	0	
Effect on Senior Citizens Fund's Fund Balance			0
Estimated Ending Fund Balance June 30, 2016		\$	-
350	City Hall Debt Fund	Estimated Beginning Fund Balance	\$ 1,740
Estimated Revenues		Adopted	
	City Hall Debt Fund Estimated Revenue	<u>103,020</u>	
	Total City Hall Debt Fund Estimated Revenue	103,020	
Appropriations		Adopted	
	General Government Activities 101-299	0	
	Public Safety Activities 301-399	0	
	Public Works Activities 400-799	0	
	Other Government Activities 800-999	<u>103,020</u>	
	Total City Hall Debt Fund Appropriations	103,020	
Effect on City Hall Debt Fund's Fund Balance			0
Estimated Ending Fund Balance June 30, 2016		\$	1,740

401	Capital Projects Fund	Estimated Beginning Fund Balance	\$	8
Estimated Revenues		Adopted		
	Capital Project Fund Estimated Operating Revenue			0
	Total Capital Projects Fund Estimated Revenue			0
Appropriations		Adopted		
	General Government Activities 101-299			0
	Public Safety Activities 301-399			0
	Public Works Activities 400-799			0
	Other Government Activities 800-999			0
	Total Capital Projects Fund Appropriations			0
Effect on Capital Projects Fund's Fund Balance				0
Estimated Ending Fund Balance June 30, 2016			\$	8

402	Fire Equipment Fund	Estimated Beginning Fund Balance	\$	20,099
Estimated Revenues		Adopted		
	Fire Equipment Replacement Fund Est Operating Rev.			<u>30,080</u>
	Total Fire Equip Replacement Fund Est Revenue			30,060
Appropriations		Adopted		
	General Government Activities 101-299			0
	Public Safety Activities 301-399			0
	Public Works Activities 400-799			0
	Other Government Activities 800-999			<u>0</u>
	Total Fire Equip Replacement Fund Approp			0
Effect on Fire Equip Replacement Fund's Fund Balance				30,060
Estimated Ending Fund Balance June 30, 2016			\$	50,159

590	Water Fund	Estimated Beginning Fund Balance	\$	997,426
Estimated Revenues		Adopted		
	Water Supply Fund Estimated Operating Revenue			<u>1,778,700</u>
	Total Water Supply Fund Estimated Revenue			1,778,700
Appropriations		Adopted		
	General Government Activities 101-299			133,495
	Public Safety Activities 301-399			0
	Public Works Activities 400-799			1,633,231
	Other Government Activities 800-999			<u>37,750</u>
	Total Water Supply Fund Appropriations			1,804,476
Effect on Water Supply Fund's Fund Balance				(25,776)
Estimated Ending Fund Balance June 30, 2016			\$	971,649

591	Sewer Fund	Estimated Beginning Fund Balance	\$	2,281,169
	Estimated Revenues	Adopted		
	Sanitary Sewer Fund Estimated Operating Revenue	1,267,500		
	Total Sanitary Sewer Fund Estimated Revenue	1,267,500		
	Appropriations	Adopted		
	General Government Activities 101-299	135,996		
	Public Safety Activities 301-399	0		
	Public Works Activities 400-799	1,096,885		
	Other Government Activities 800-999	95,988		
	Total Sanitary Sewer Fund Appropriations	1,328,869		
	Effect on Sanitary Sewer Fund's Fund Balance			(61,369)
	Estimated Ending Fund Balance June 30, 2015		\$	2,219,800

661	Motor Pool Fund	Estimated Beginning Fund Balance	\$	243,330
	Estimated Revenues	Adopted		
	Motor Pool Fund Estimated Operating Revenue	238,120		
	Total Motor Pool Fund Estimated Revenue	238,120		
	Appropriations	Adopted		
	General Government Activities 101-299	20,301		
	Public Safety Activities 301-399	97,000		
	Public Works Activities 400-799	114,712		
	Other Government Activities 800-999	0		
	Total Motor Pool Fund Appropriations	232,013		
	Effect on Motor Pool Fund's Fund Balance			6,107
	Estimated Ending Fund Balance June 30, 2016		\$	249,437

865	Sidewalks Fund	Estimated Beginning Fund Balance	\$	2,398
	Estimated Revenues	Adopted		
	Sidewalk Fund Estimated Operating Revenue	10,000		
	Total Side Walk Fund Estimated Revenue	10,000		
	Appropriations	Adopted		
	General Government Activities 101-299	0		
	Public Safety Activities 301-399	0		
	Public Works Activities 400-799	9,500		
	Other Government Activities 800-999	0		
	Total Side Walk Fund Appropriations	9,500		
	Effect on Side Walk Fund's Fund Balance			500
	Estimated Ending Fund Balance June 30, 2016		\$	2,898

866	Weed Fund	Estimated Beginning Fund Balance	\$	11,920
		Estimated Revenues	Adopted	
		Weed Fund Estimated Operating Revenue	4,000	
		Total Weed Fund Estimated Revenue	4,000	
		Appropriations	Adopted	
		General Government Activities 101-299	0	
		Public Safety Activities 301-399	0	
		Public Works Activities 400-799	0	
		Other Government Activities 800-999	1,200	
		Total Weed Fund Appropriations	1,200	
				2,800
Effect on Weed Fund Fund's Fund Balance				
Estimated Ending Fund Balance June 30, 2016				\$ 14,720

871	Sewer Special Assessment Fund	Estimated Beginning Fund Balance	\$	3,650
		Estimated Revenues	Adopted	
		Sewer Special Assessment Fund Est. Operating Revenue	0	
		Total Sewer Special Assessment Fund Revenue	0	
		Appropriations	Adopted	
		General Government Activities 101-299	0	
		Public Safety Activities 301-399	0	
		Public Works Activities 400-799	0	
		Other Government Activities 800-999	0	
		Total Sewer Special Assessment Fund Appropriations	0	
				0
Effect on Sewer Spe. Assessment Fund's Fund Balance				
Estimated Ending Fund Balance June 30, 2016				3,650

Total Estimated Revenues	8,118,962
Total All Funds Appropriations	8,428,912

Discussion Ensued.

YES: Pinkston, Porath, Shumaker, Abrams, Gilbert, Hicks.

NO: None. Motion Declared Carried.

MEETING OPEN TO THE PUBLIC:

Boots Abrams, 5352 Greenleaf Dr, stated that the presentation for the K9 program was awesome. Ms. Abrams spoke about the Swartz Creek Women's Club doing a Rock A Thon in the rain and stated that they will be presenting that check to the K9 program in August since they do not have a meeting in July.

Dennis Craner, 5299 Worchester, asked when the new intersection projects on Miller Road would be done. He was advised that it would probably be done a year from now when school gets out. Mr. Cramer asked if the city has provided the statistics for the loss of the tax base in Swartz Creek in the last 20-30 years. Mr. Zettel advised that it was provided about 18 months ago when the Special Assessment was the focus and that they went back at least ten years.

Joe Perreault, 6737 Nemer Court, spoke about working the garage sale during Hometown days with Rick Henry and his wife. Mr. Perreault stated that the city should be proud to have people like Rick and his wife, that do so much for the community.

REMARKS BY COUNCILMEMBERS:

Councilmember Porath spoke about the Miller Road project being started. Mr. Porath asked if most of the project was just repaving. He was advised that it was mill and repaving with some curb work. Mr. Porath spoke about the traffic signals that are to be removed and asked if the light at the racetrack would be removed as well. He was advised that it will stay for the time being until the future of the racetrack property is determined.

Councilmember Shumaker asked if the State Highway Department has any control of the light at the racetrack. Mr. Zettel advised that he believes they do control the function of the lights. Mr. Shumaker spoke about Rick Henry, stating that he was one of the original people on the Veteran's Memorial Committee. Mr. Shumaker stated that Rick does more than his share on the committee. Mr. Shumaker also spoke about Joe Perreault stating that he has done a tremendous amount of work for the community as well. Mr. Shumaker suggested some films people could watch in reference to genetically modified food.

Councilmember Gilbert spoke about the new streetlights on Miller and Fairchild. Mr. Gilbert spoke about the lots in Heritage that the county has for sale, asking who owns the lots. Mr. Gilbert asked what was happening with the Third Street property. He was advised that something would be prepared for the next meeting.

Councilmember Hicks also spoke about the new streetlights on Miller Road, stating that she was thrilled to see them there, although she hasn't seen them lit yet. Ms. Hicks spoke about the last Park Board meeting, stating that Joe Perreault's group is very active in the parks and wants to make sure everyone knows what a great job they are doing.

Mayor Pro-Tem Abrams spoke about seeing a woman pushing a shopping cart over the Morrish Road bridge from Meijer, stating that it was very dangerous.

Adjournment

Resolution No. 150608-11

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Gilbert

I Move the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 8:25 p.m.

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

**Richard B. Abrams ,
Mayor Pro-Tem**

Juanita Aguilar, City Clerk

City of Swartz Creek

Freedom of Information Act Procedures & Guidelines

Principles and Intent

It is the policy of the City of Swartz Creek that all persons, consistent with the Michigan Freedom of Information Act (FOIA), are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and employees. The people shall be informed so that they fully participate in the democratic process.

The City of Swartz Creek's policy with respect to FOIA requests is to comply with state law in all respects and to respond to FOIA requests in a consistent, fair, and transparent manner regardless of the source or content of such requests.

The City of Swartz Creek acknowledges that it has a legal obligation to disclose all nonexempt public records in its possession pursuant to a FOIA request. The City of Swartz Creek acknowledges that sometimes it is necessary to observe exemptions identified under FOIA in order to ensure the effective operation of government and to protect the privacy of individuals.

The City of Swartz Creek will protect the public's interest in disclosure, while balancing the requirement to withhold or redact portions of certain records. The City of Swartz Creek's policy is to disclose public records consistent with and in compliance with state law in a manner that is efficient in cost and time, thereby encouraging FOIA requests.

General Policies

The City Council acting pursuant to the authority within MCL 15.236 designates the City Manager as the FOIA Coordinator. The manager is authorized to designate other city staff, including counsel, to act on his or her behalf to accept and process written requests for the city's public records and approve denials.

If a request for a public record is received by facsimile or e-mail, the request is deemed to have been received on the following business day. If a request is sent by e-mail and delivered to a spam or junk-mail folder, the request is not deemed received until one day after the FOIA Coordinator first becomes aware of the request. The FOIA Coordinator shall maintain a record of the date the request was delivered to the spam or junk-mail folder and the date the FOIA Coordinator became aware of the request.

The FOIA Coordinator and City Clerk shall review their respective and any general city email spam and/or junk-mail folders on a regular basis, which shall be no less than once a month.

The FOIA Coordinator may implement administrative rules and policies, consistent with state law and these procedures and guidelines, to administer the acceptance and processing of FOIA requests.

The city is not obligated to create a new public record or make a compilation or summary of information which does not already exist. Neither the FOIA Coordinator nor other city staff are obligated to provide answers to questions contained in requests for public records or regarding objective or subjective content of the records themselves.

The FOIA Coordinator shall keep a copy of all written requests for public records received by the city on file for a period of a least one year.

Requesting a Public Record

A person requesting to inspect or obtain copies of public records prepared, owned, used, possessed or retained by the City of Swartz Creek must do so in writing. The request must sufficiently describe a public record so as to enable City personnel to identify and find the requested public record.

No specific form to submit a request for a public record is required. However, the FOIA Coordinator may make available such a form for use by the public.

Written request for public records may be submitted in person or by mail to the city office, located at 8083 Civic Drive. Requests may also be submitted electronically by facsimile and e-mail to the FOIA Coordinator. Upon their receipt, requests for public records shall be promptly forwarded to the FOIA Coordinator for processing.

A person may request that public records be provided on non-paper physical media, electronically mailed or otherwise provided in lieu of paper copies. The city will comply with the request only if it possesses the necessary technological capability to provide records in the requested non-paper physical media format. Data storage devices and discs shall be provided by the city, at the expense of the requester, unless the requester provides such media in new and sealed form or a form that is otherwise ensured to be un-manipulated or contaminated with potentially harmful software.

A person who makes a verbal, non-written request for information believed to be available on the city's website, where practicable and to the best ability of the employee receiving the request, shall be informed of the pertinent website address.

Note that these requirements shall not prohibit staff from providing public records upon verbal or informal request, in the normal course of business, as incidental requests of a non-verbal or electronic nature are requested outside of the FOIA statute from time to time.

Processing a Request

Unless otherwise agreed to in writing by the person making the request, within five (5) business days of receipt of a FOIA request the city will issue a response. The city will respond to the request in one of the following ways:

- Grant the request
- Issue a written notice denying the request
- Grant the request in part and issue a written notice denying the request in part
- Issue a notice indicating that, due to the nature of the request, the city needs an additional ten (10) days to respond. Only one such extension is permitted.
- Issue a written notice indicated that the public record requested is available at no charge on the city's website.

If the request is granted, or granted in part, the FOIA Coordinator will require that payment be made in full for the allowable fees associated with the responding to the request before the public record is made available. The FOIA Coordinator shall provide a detailed itemization of the allowable costs incurred to process the request.

A copy of these procedures and guidelines shall be provided to the requestor with the response to a written request for public records, provided however, that if these procedures and guidelines and the written public summary are maintained on the city's website, then a website link to those documents may be provided in lieu of providing paper copies.

If the cost of processing a FOIA request is \$50 or less, the requester will be notified of the amount due and where the documents can be obtained.

If a good faith calculation by the city indicates that the cost of processing a FOIA request is expected to exceed \$50, or if the requestor has not fully paid for a previously granted request, the city will require a good-faith deposit before processing the request. In making the request for a good-faith deposit the FOIA Coordinator shall provide the requestor with a detailed itemization of the allowable costs estimated to be incurred by the city to process the request. The city will also provide a best efforts estimate of a time frame it will take the city to provide the records. The best efforts estimate shall be nonbinding on the city, but will be made in good faith and will strive to be reasonably accurate, given the nature of the request in the particular instance, so as to provide the requested records in a manner based on the public policy expressed by the General Polices.

- If a request is denied or denied in part, the FOIA Coordinator will issue a written denial which shall provide the following, as applicable:
- An explanation as to why a requested public record is exempt from disclosure; or
- A certificate that the requested records does not exist under the name or description provided by the requestor, or another name reasonably known by the city; or
- An explanation or description of the public record or information with a public record that is separated or deleted from the public record; and
- An explanation of the person's right to submit an appeal of the denial to either the city council or seek judicial review in circuit court; and
- An explanation of the right to receive attorneys' fees, costs, and disbursements as well as actual or compensatory damages, and punitive damages of \$1,000, should they prevail in circuit court.
- The notice shall be signed by the FOIA Coordinator.

If a request does not sufficiently describe a public record, the FOIA Coordinator may, in lieu of issuing a Notice of Denial indicating that the request is deficient, seek clarification or amendment of the request by the person making the request. Any clarification or amendment will be considered a new request subject to the timelines described in this section.

The city shall provide reasonable facilities and opportunities for persons to examine and inspect public records during normal business hours. The FOIA Coordinator is authorized to promulgate rules regulating the manner in which records may be viewed so as to protect city records from loss, alternation, mutilation, or destruction and to prevent excessive interference with normal city operations.

The FOIA Coordinator shall, upon written request, furnish a certified copy of a public records at no additional cost to the person requesting the public record.

Fee Deposits

If the fee estimate is expected to exceed \$50.00 based on a good-faith calculation by the city, the requestor will be asked to provide a deposit not exceeding one-half of the total estimated fee.

If a request for a public record is from a person who has not fully paid the city for copies of public records made in fulfillment of a previously granted written request, the FOIA Coordinator will require a deposit of 100% of the estimated processing fee before beginning to search for a public record for any subsequent written request by that person when all of the following conditions exist:

- The final fee for the prior written request is not more than 105% of the estimated fee;
- The public records made available contained the information sought in the prior written request and remain in the city's possessions;
- The public records were made available to the individual, subject to payment, within the time frame estimated by the city to provide the records;

- 90 days have passed since the FOIA Coordinator notified the individual in writing that the public records were available for pickup or mailing;
- The individual is unable to show proof of prior payment to the city; and
- The FOIA Coordinator has calculated a detailed itemization that is the basis for the current written request's increased estimated fee deposit.

The FOIA Coordinator will not require an increased estimated fee deposit if any of the following apply:

- The person making the request is able to show proof of prior payment in full to the city;
- The city is subsequently paid in full for the applicable prior written request;
- 365 days have passed since the person made the request for which full payment was not remitted to the city.

Calculation of Fees

A fee will not be charged for the cost of search, examination, review, and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to the city because of the nature of the request in the particular instance, and the city specifically identifies the nature of the unreasonably high costs.

The following factors shall be used to determine an unreasonably high cost to the city:

- The particular request incurs costs greater than incurred from the typical or usual request received by the city. See *Bloch v Davison Community Schools*, 2011 Mich App Lexis 771, 2011 WL 1564645
- Volume of the public record requested
- Amount of time spent to search for, examine, review and separate exempt from non-exempt information in the record requested.
- Whether public records from more than one city department or various city offices is necessary to respond to the request.
- The available staffing to respond to the request.
- Any other similar factors identified by the FOIA Coordinator in responding to the particular request.

The city may charge for the following costs associated with processing a FOIA request:

- Labor costs directly associated with searching for, locating, and examining a requested public record.
- Labor costs associated with a review of a record to separate and delete information exempt from disclosure of information which is disclosed.
- The actual cost of media discs, tapes, physical memory, or similar digital media.
- The cost of duplication of publication, not including labor, of paper copies of public records.
- The cost of labor associated with duplication or publication, including making paper copies, making digital copies or transferring digital public records to non-paper physical media or through the Internet or other electronic means.
- The actual cost of mailing or sending a public record.

Labor costs will be calculated based on the following requirements:

- Estimated and charged labor costs will be allotted 15 minute increments with all partial time increments rounded down.
- Labor costs will be charged at the hourly wage of the lowest-paid city employee capable of doing the work in the specific fee category, regardless of who actually performs the work. (If using contract or outside labor to separate and delete exempt material from non-exempt material, the public body must clearly note the

name of the person or firm who does the work and the total cost may not exceed an amount six (6) times the state minimum hourly wage).

- Labor costs will also include a charge to cover or partially cover the cost of fringe benefits. The city may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits, but in no case may it exceed the actual cost of fringe benefits.
- Overtime wages will not be included in labor costs until agreed to by the requestor; overtime costs will not be used to calculate the fringe benefit cost.

The cost to provide records on non-paper physical media when so requested will be based on the following requirements:

- Media/computer discs, taps, physical memory, or similar media will be at the actual and most reasonably economical cost for the non-paper media.
- This cost will only be assessed if the city has the technological capability necessary to provide the public record in the requested non-paper physical media format.
- In order to ensure the integrity and security of the city's technological infrastructure, the city will procure any requested non-paper media. The city may accept new, sealed media provided by the requestor.

The cost to provide paper copies of records will be based on the following requirements:

- Paper copies of public records made on standard letter (8.5 x 11) or legal (8.5 x 14) sized paper will not exceed \$0.10 per sheet of paper. Copies for non-standard sized sheets of paper will reflect the actual cost of reproduction.
- The city may provide records using double-sided printing, if cost-saving and available.

The cost to mail records to a requestor will be based on the following requirements:

- The actual cost to mail public records using a reasonably economical and justified means.
- The city may charge for the least expensive form of postal delivery confirmation.
- No cost or provision will be made for expedited shipping or insurance unless requested.

If the FOIA Coordinator does not respond to a written request in a timely manner, the following shall be required:

- Reduce the labor costs by 5% for each day the city exceeds the time permitted under FOIA up to a 50% maximum reduction, if any of the following applies:
 - The late response was willful and intentional.
 - The written request, within the first 250 words of the body of a letter facsimile, e-mail or e-mail attachment conveyed a request for information.
 - The written request included the words, characters, or abbreviations for "freedom of information," "information", "FOIA", "copy" or a recognizable misspelling of such, or legal code reference to MCL 15.231 et seq or 1976 Public Act 442 on the front of an envelope or in the subject line of an e-mail, letter or facsimile cover page.
- Fully note the charge reduction in the Detailed Itemization of Costs Form.

Waiver of Fees

The cost of search for and copying of a public record may be waived or reduced if in the sole judgment of the FOIA Coordinator a waiver or reduced fee is in the public interest because such can be considered as primarily benefitting the general public. Such a record could consist of a record created for the primary purpose of informing the public on a matter of health, safety, or welfare (e.g. a media outlet request for a siren testing schedule or water quality report).

The FOIA Coordinator will waive the first \$20.00 of the processing fee for a request if the person requesting a public record submits an affidavit stating that they are:

- Indigent and receiving specific public assistance; or
- If not receiving public assistance, stating facts demonstrating an inability to pay because of indigency.

An individual is not eligible to receive the waiver if:

- The requestor has previously received discounted copies of public records from the city twice during the calendar year; or
- The requestor requests information in connection with other persons who are offering or providing payment to make the request.

The FOIA Coordinator may make a Fee Waiver Affidavit Form available for use by the public.

A nonprofit organization designated by the state to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the Protection and Advocacy for Individuals with Mental Illness Act, or their successors, if the request meets all of the following requirements:

- Is made directly on behalf of the organization or its clients;
- Is made for a reason wholly consistent with the mission and provisions of those laws under Section 931 of the Mental Health Code, MCL 330.1931;
- Is accompanied by documentation of its designation by the state.

Appeal of a Denial of a Public Record

When a requestor believes that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, he or she may file an appeal of the denial with the city council. The appeal must be in writing, specifically state the word “appeal” and identify the reason or reasons the requestor is seeking a reversal of the denial. An appeal shall not be considered to have been received until the first regularly scheduled meeting of the city council following the written submission of a denial or fee amount appeal.

Within ten (10) business days of receiving the appeal, the city manager or designee, acting on behalf of and in accordance with a resolution of the council, will respond in writing by:

- Reversing the disclosure denial;
- Upholding the disclosure denial; or
- Reverse the disclosure denial in part and uphold the disclosure denial in part.
- Under unusual circumstances, such as the need to examine or review a voluminous amount of separate and distinct public records or the need to collect the requested records from numerous facilities located apart from the office receiving or processing the request, the city manager may issue not more than one (1) notice of extension for not more than ten (10) business days to respond to the appeal.

Whether or not a requestor submitted an appeal of denial to the city council, he or she may file a civil action in circuit court within 180 days after the city’s final determination to deny the request.

If the court determines that the public record is not exempt from disclosure, the court will award the appellant reasonable attorneys’ fees, cost and disbursements. If the court determines that the appellant prevails only in part, the court in its discretion may award all or an appropriate portion of reasonable attorneys’ fees, costs, and disbursements.

If the court determines that the city arbitrarily and capriciously violated the FOIA by refusing or delaying the disclosure of copies of a public record, it shall award the appellant punitive damages in the amount of \$1,000. The court may also order that the public body pay a civil fine of \$1,000 to the state treasury.

Appeal of an Excessive FOIA Processing Fee

If a requestor believes that the fee charged by the city to process a FOIA request exceeds the amount permitted by state law, he or she must first submit a written appeal for a fee reduction to the city council. The appeal must

be in writing, specifically state the word “appeal” and identify how the required fee exceeds the amount permitted.

Within ten (10) business days of receiving the appeal, the city manager or designee, acting on behalf of and in accordance with a resolution of the council, will respond in writing by:

- Waive the fee;
- Reduce the fee and issue a written determination indicating the specific basis that supports the remaining fee, accompanied by a certification by the city manager or designee that the statements in the determination are accurate and the reduced fee amount complies with these procedures and guidelines and the Section 4 of the FOIA;
- Uphold the fee and issue a written determination indicating the specific basis under Section 4 of the FOIA that supports the required fee, accompanied by a certification by the manager that the statements in the determination are accurate and the fee amount complies with these procedures and guidelines and Section 4 of the FOIA; or
- Issue a notice detailing the reason or reasons for extending for not more than ten (10) business days the period during which the manager will respond to the written appeal.

Within forty-five (45) days after receiving notice of the city manager’s determination of a fee appeal, a requestor may commence a civil action in circuit court for a fee reduction. If a civil action is filed appealing the fee, the city is not obligated to process the request for the public record until the court resolves the fee dispute.

If the court determines that the city required a fee that exceeds the amount permitted, it shall reduce the fee to a permissible amount. If the appellant in the civil action prevails by receiving a reduction of 50% or more of the total fee, the court may award all or appropriate amount of reasonable attorneys’ fees, costs, and disbursements.

If the court determines that the city has acted arbitrarily and capriciously by charging an excessive fee, the court shall also award the appellant punitive damages in the amount of \$500.

Conflict with Prior FOIA Policies and Procedures; Effective Date

To the extent that these procedures and guidelines conflict with previous FOIA policies promulgated by the city council or administration, these procedures and guidelines are controlling. To the extent that any administrative rule promulgated by the FOIA Coordinator subsequent to the adoption of this resolution is found to be in conflict with any previous policy promulgated by the city council or the city administration, the administrative rule promulgated by the FOIA Coordinator is controlling.

To the extent that any provision of these procedures and guidelines or any administrative rule promulgated by the FOIA Coordinator pertaining to the release of public records is found to be in conflict with any state statute, the applicable statute shall control. The FOIA Coordinator is authorized to modify this policy and all previous policies adopted by the city council or city administration, and to adopt such administrative rules as he or she may deem necessary, to facilitate the legal review and processing of requests for public records made pursuant to Michigan’s FOIA statute, provided that such modifications are rules are consistent with state law. The FOIA Coordinator shall inform the city council of any change to these policies and guidelines.

These FOIA Policies and Guidelines become effective July 1, 2015.

Appendix of City of Swartz Creek FOIA Form(s)

- Detailed Itemization of Fees Form

City of Swartz Creek

Summary of Freedom of Information Procedures and Guidelines

Consistent with Public Act 563 of 2014 amending the Freedom of Information Act (FOIA), the following is the Written Public Summary of the city's FOIA Procedures and Guidelines relevant to the general public.

Submitting a FOIA request to the City of Swartz Creek

- Requests to inspect or obtain copies of public records prepared, owned, used, possessed or retained by the City of Swartz Creek must be submitted in writing.
- A request must sufficiently describe a public record so as to enable the city to locate it.
- No specific form to submit a written request is required.
- Written requests can be made in person by delivery to the city office in person or by mail.
- Requests can be made by facsimile by calling 810.635.2887.
- Requests submitted by email should contain the term "FOIA" in the subject line and be sent to azettel@cityofswartzcreek.org.

Note: If you are serving a sentence of imprisonment in a local, state, or federal correctional facility you are not entitled to submit a request for a public record.

Standard responses for a FOIA request?

Within five (5) business days of receipt of a FOIA request, the city will issue a response. If a request is received by facsimile or e-mail, the request is deemed to have been received on the following business day. The city will respond to your request in one of the following ways:

- Grant the request.
- Issue a written notice denying the request.
- Grant the request in part and issue a written notice denying in part the request.
- Issue a notice indicated that due to the nature of the request the city needs an additional ten (10) business days to respond.
- Issue a written notice indicated that the public record requested is available at no charge on the city's webpage.

Deposit requirements?

If the city has made a good faith calculation that the total fee for processing the request exceeds \$50.00, the city will require a deposit in the amount of 50% of the total estimated fee. When the city requests the deposit, it will provide you a non-binding best efforts estimate of how long it will take to process the request following receipt by the city of your deposit.

If the city receives a request from a person who has not paid the city for copies of public records made in fulfillment of a previously granted written request, the city will require a deposit of 100% of the estimated processing fee before it begins to search for the public records for any subsequent written request when all of the following conditions exist:

- the final fee for the prior written request is not more than 105% of the estimated fee;
- the public records made available contained the information sought in the prior written request and remain in the city's possession;
- the public records were made available to the individual, subject to payment, within the time frame estimated by the city to provide the records;
- 90 days have passed since the city notified the individual in writing that the public records were available for pickup or mailing;
- the individual is unable to show proof of prior payment to the city; and
- the city has calculated an estimated detailed itemization that is the basis for the current written request's increased fee deposit.

The city will not require the 100% estimated fee deposit if any of the following apply:

- the person making the request is able to show proof of prior payment in full to the city;
- the city is subsequently paid in full for all applicable prior written requests; or
- 365 days have passed since the person made the request for which full payment was not remitted to the city.

Calculation of FOIA fees?

A fee will not be charged for the cost of search, examination, review and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to the city because of the nature of the request in the particular instance, and the city specifically identifies the nature of the unreasonably high costs.

The Michigan FOIA statute permits the city to assess and collect a fee for six designated processing components. The city may charge for the following costs associated with processing a request:

- Labor costs associated with searching for, locating, and examining a requested public record.
- Labor costs associated with a review of a record to separate and delete information exempt from disclosure of information which is disclosed.
- The cost of computer discs or other digital media when the requester asks for records in non-paper physical media.
- The cost of duplication of publication, not including labor, of paper copies of public records
- Labor costs associated with the duplication or publication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the internet.
- The cost to mail or send a public record to a requestor.

Labor Costs

- Estimated and charged labor costs will be allotted 15 minute increments with all partial time increments rounded down.
- Labor costs will be charged at the hourly wage of the lowest-paid city employee capable of doing the work in the specific fee category, regardless of who actually performs the work.
- Labor costs will also include a charge to cover or partially cover the cost of fringe benefits.

Non-paper Physical Media

- The cost for records provided on non-paper physical media, such as computer discs, computer tapes, USB memory, or other digital media will be at the actual and most reasonably economical cost for the non-paper media.
- This cost will only be assessed if the city has the technology capability necessary to provide the public record in the requested non-paper physical media format.

Paper Copies

- Paper copies of public records made on standard letter (8.5 x11) or legal (8.5 x 14) sized paper will not exceed \$0.10 per sheet of paper. Copies for non-standard sized sheets will reflect the actual cost of reproduction.
- The city may provide records using double-sided printing, if cost-saving and available.

Mailing Costs

- The cost to mail public records will use a reasonably economical and justified means.
- The city may charge for the least expensive form of postal delivery confirmation.
- No cost will be made for expedited shipping or insurance unless requested.

FOIA processing fee reduction

The city may waive or reduce the fee associated with a request when the city determines that to do so is in the public interest because release of the information is considered as primarily benefitting the general public.

The city will waive the first \$20.00 of the processing fee for a request if you submit an affidavit stating that you are:

- indigent and receiving specific public assistance; or
- if not receiving public assistance, stating facts demonstrating an inability to pay because of indigency.

You are not eligible to receive the \$20.00 waiver if you:

- have previously received discounted copies of public records from the city twice during the calendar year; or
- are requesting information on behalf of other persons who are offering or providing payment to you to make the request.

An affidavit is a sworn statement.

The city will waive the fee for a nonprofit organization which meets all of the following conditions:

- the organization is designated by the state under federal law to carry out activities under the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the Protection and Advocacy for Individuals with Mental Illness Act;
- the request is made directly on behalf of the organization or its clients;
- the request is made for a reason wholly consistent with the provisions of federal law under Section 931 of the Mental Health Code; and
- the request is accompanied by documentation of the organization's designation by the state.

Appeals for denial of a public record or an excessive fee?

Appeal of a Denial of a Public Record

If you believe that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, you may file an appeal of the denial with the city council. The appeal must be in writing, specifically state the word "appeal" and identify the reason or reasons you are seeking a reversal of the denial.

Within ten (10) business days of receiving the appeal (defined as the first regular meeting of the council after submission), the city manager or designee will respond in writing by:

- reversing the disclosure denial;
- upholding the disclosure denial; or
- reverse the disclosure denial in part and uphold the disclosure in part.

Whether or not you submitted an appeal of a denial to the city council, you may file a civil action in circuit court within 180 days after the city's final determination to deny your request.

Appeal of an Excessive FOIA Processing Fee

If you believe that the fee charged by the city to process your FOIA request exceeds the amount permitted by state law, you must first submit a written appeal for a fee reduction to the city council. The appeal must be in writing, specifically state the word "appeal" and identify how the required fee exceeds the amount permitted.

Within ten (10) business days after receiving the appeal, the city manager or designee will respond in writing by:

- waiving the fee;
- reducing the fee and issue a written determination indicating the specific basis that supports the remaining fee;
- upholding the fee and issue a written determination indicating the specific basis that supports the required fee; or
- issuing a notice detailing the reason or reasons for extending for not more than ten (10) business days the period during which the city manager or designee will respond to the written appeal.

Within forty-five (45) days after receiving notice of the determination of the processing fee appeal, you may commence a civil action in circuit court for a fee reduction.

Further Information

This is a summary of the City of Swartz Creek's FOIA Procedures and Guidelines. For more details, the City of Swartz Creek FOIA Procedures and Guidelines are available at no charge at the city office and on the city's website at www.cityofswartzcreek.org.

FOIA Fee Itemization Form

<u>Component</u>	<u>Cost Calculation</u>	<u>Total</u>
Labor Costs - Search, Location, and Examination of Records	Hourly Rate of the lowest paid employee capable of performing the search, location, and examination	\$8.15
	Fringe multiplier (not to exceed actual cost or 50%, whichever is less)	1.1
	Hourly wage with fringe multiplier	\$8.97
	Hourly overtime, if stipulated by requestor, excluding fringe	\$12.23
	Cost for 15 minute interval	\$2.24
	Number of 15 minute increments, rounded down	0
Total component labor cost		\$0.00

Labor Costs - Employee Redaction	Hourly Rate of the lowest paid employee capable of performing the search, location, and examination	\$8.15
	Fringe multiplier (not to exceed actual cost or 50%, whichever is less)	1.1
	Hourly wage with fringe multiplier	\$8.97
	Hourly overtime, if stipulated by requestor, excluding fringe	\$12.23
	Cost for 15 minute interval	\$2.24
	Number of 15 minute increments, rounded down	0
Total component labor cost		\$0.00

Labor Costs - Contracted Redaction	Name of person/firm:	
	Hourly rate (may not exceed 6 times state minimum wage)	\$25.00
	Cost for 15 minute interval	\$6.25
	Number of 15 minute increments, rounded down	0
Total component labor cost		\$0.00

Labor Costs - Duplication, Copying, and Transferring Records to Media	Hourly Rate of the lowest paid employee capable of performing the search, location, and examination	\$8.15
	Fringe multiplier (not to exceed actual cost or 50%, whichever is less)	1.10
	Hourly wage with fringe multiplier	\$8.97
	Hourly overtime, if stipulated by requestor, excluding fringe	\$12.23
	Cost for 15 minute interval	\$2.24
	Number of 15 minute increments, rounded down	0
Total component labor cost		\$0.00

Mailing	Postage	\$0.00
	Least expenisve delivery confirmation	\$0.00
	Cost of expedited shipping, if requested	\$0.00
	Cost of insurance, if requested	\$0.00
Total of component		\$0.00

Non-Paper Physical Media	Flash drives	\$0.00
	Computuers discs	\$0.00
	Other media	\$0.00
Total of component		\$0.00

Paper Copies	Number of letter (8.5 x 11) sheets	0
	Number of legal (8.5 x 14) sheets	0
	Alt paper one cost	\$0.25
	Alt paper one number of sheets	0
	Alt paper two cost	\$0.25
	Alt paper two number of sheets	0
Total of component		\$0.00

Waivers and Reductions	Less indigency reduction if applicable (-\$20.00)	\$0.00
	Less amount determined to be waived to benefit public interest	\$0.00
	Late response reduction (.5% for each day, max 50%)	\$0.00
Total of component		\$0.00

Deposit	Less any good-faith deposit received	\$0.00
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Total Due \$0.00



Springbrook East
Condominium Association
P.O. Box 42
Swartz Creek, MI 48473

Adam Zittel
City Manager
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

June 11, 2015

Dear Mr. Zittel

The Springbrook East Condominium Association is requesting that our members receive 100% of the profits after the sale of the 12 lots in Springbrook East assumed by the City of Swartz Creek. This will help reimburse our members who were each charged a special assessment of \$2135.50 to have the streets in Springbrook East paved in 2011. Even with a 100% return of the profits on average each association member will still have an out of pocket expense of approximately \$82.00.

When our members purchased their condominiums from Woodside Builders during the mid-2000's they paid on average \$35,000 per lot with the understanding that this ensured them a completed city street system. When the builder was unable to fulfill this commitment our members stepped up and assumed a special assessment to complete this paving project in our condominium complex.

In 2013 former city manager, Paul Bueche approached our association with a proposal that we buy back the 12 lots in Springbrook East with the purpose to use the profits to reimburse our members for special street assessment. It was our understanding we had entered into such an arrangement with a resolution passed by Swartz Creek City Council. However, it was later determined that the resolution wasn't legal or binding.

In 2014 when the former developer, Woodside Builders won the city's bid process to purchase back the 12 lots in Springbrook East our association welcomed that decision because we were assured that part of Woodside's goal was to see our association was reimbursed for the roads.

The Springbrook East Condominium Association board of directors respectively request on the behalf of our members that the Swartz Creek City Council turn over to our association 100% of the net profits from the sale of the 12 lots in Springbrook East to finally honor the original commitment made by Woodside Builders to provide paved city streets when we purchased our lots.

Thank you in advance for your consideration.

Springbrook East Condominium Association of Swartz Creek Board of Directors

Richard E. Ballreich
Arthur R. Deaver
Patricia Elias

Joyce Kohler
Bernis M. Gould

Agreement

This Agreement, dated _____, 2015, is between the City of Swartz Creek, a home rule city, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 (“the City”), Woods & Sons Investment, LLC, whose address is 14068 Weir Road, Clio, MI 48420 (“Landowner A”) and Ronald J. & Angela Carr, whose address is 5029 Third Street, Swartz Creek, MI 48473 (“Landowner B”).

Recitals

WHEREAS,

The City owns property commonly identified as 5017 Third Street, Swartz Creek, MI 48473 (PID 58-01-502-077) (“the Parent Parcel”), that is located between two parcels: Existing Parcel A, commonly identified as 5015 Third Street, Swartz Creek, MI 48473 (PID 58-01-502-075) and Existing Parcel B, commonly identified as 5029 Third Street, Swartz Creek, MI 48473 (PID 58-01-502-079); and

The City wishes to split the Parent Parcel in equal halves and sell one half to Parcel A and the other half to Parcel B, and the owners of Parcels A and B are willing to purchase their respective halves on the terms and conditions of this Agreement.

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

1. The transfer of each north half of the Parent Parcel will be accomplished by a Quit Claim Deed executed by the City in exchange for payment by Landowner of Parcel A in the amount of Five Thousand Five Hundred Dollars (\$5,500.00).
2. The transfer of each south half of the Parent Parcel will be accomplished by a Quit Claim Deed executed by the City in exchange for payment by Landowner of Parcel B in the amount of Two Thousand Dollars (\$2,000.00).
3. Each Landowner shall then take all steps necessary to combine the one half of the Parent Parcel that they receive from the City with Existing Parcels A and B, the combination of which will create Resulting Parcels A and B;
4. Resulting Parcels A and B shall have the same zoning classification as Existing Parcels A and B, respectively, or each Landowner shall take all steps necessary to see that Resulting Parcels A and B have the same zoning classification as Existing Parcels A and B;
5. The City shall waive all lot split, lot combination, and zoning fees related to the execution of this agreement;
6. The City shall not affirm lot boundaries. Each Landowner maintains the right to perform a land survey at their own expense;
7. The Landowner of Existing Parcel A shall construct and maintain a six-foot screening fence along the south lot line of Existing Parcel A as permitted by ordinance;

8. The Landowner of Existing Parcel A, and his successors and assigns, shall be prohibited from maintaining uses and activities on the property of an industrial nature, including vehicle repair, but not including the storage of vehicles and trailers that are operable, licensed and insured. The Quit Claim Deed to the Landowner of Existing Parcel A shall contain language expressing these restrictions on the use and activities of the property;
9. The Executed Deeds shall be held in escrow until all terms and conditions of this Agreement are satisfied, at such time they shall be released to Landowners.

The sale of each half of the Parent Parcel will result in two new parcels, being Resulting Parcel A and Resulting Parcel B.

LANDOWNER A:

WOODS & SONS INVESTMENT, LLC,
a Michigan Limited Liability Company

By: _____

By: _____

Witness:

SELLER:

CITY OF SWARTZ CREEK, a Michigan
Municipal Corporation,

By: _____
Its Mayor

By: _____
Its City Clerk

Witness:

LANDOWNER B:

ANGELA J. & RONALD M. CARR,
a married couple

By: _____

By: _____

Witness:

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

QUITCLAIM DEED

On _____, 2015, the City of Swartz Creek, a home rule city, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 ("Grantor"), quitclaims to Woods & Sons Investment, LLC, whose address is 14068 Weir Road, Clio, MI 48420, ("Grantee"), the real property commonly known as the north half of 5017 Third Street, in the City of Swartz Creek, County of Genesee, Michigan, and described as:

THE NORTH 46.5 FT OF THE WEST 140 FT OF LOT 4 & WEST 140 FT OF NORTH 1/2 OF LOT 5 HOUSTON MILLER CHAMBERS PLAT NO 1(77)

("the Property"), the north 46.5' of Parcel No. 58-36-676-040 (5017 Third Street)

For a sum of Five Thousand Five Hundred Dollars (\$5,500.00),

subject to any easements and building and use restrictions of record and the lien of taxes not yet due and payable, including the following use restrictions:

The Grantee his successors and assigns, shall be prohibited from maintaining uses and activities on the property of an industrial nature, including vehicle repair, but not including the storage of vehicles and trailers that are operable, licensed and insured.

This transfer is exempt from real estate transfer taxes under MCL 207.526(a) and 207.505(a).

This transfer is being made to Grantee with the understanding and agreement that Grantee will use and develop the Property as specified in the Purchase Agreement executed by the parties and on file at City Offices and, in the event that the Property is not used and developed as such, all right, title and interest in the Property will revert to the City.

City of Swartz Creek

Dated: _____

By: _____

STATE OF MICHIGAN}
COUNTY OF GENESEE}

The foregoing instrument was acknowledged before me this ____ day of ____ 2015, by the City of Swartz Creek, by _____, Its _____.

Notary Public, Genesee County, Michigan
Acting in Genesee County, Michigan
My commission expires:

When Recorded Return to
and send subsequent tax bills to:

Prepared By:
Michael J. Gildner
Simen, Figura & Parker, P.L.C.
5206 Gateway Centre, Suite 200
Flint, Michigan 48507
(810) 235-9000

Tax Parcel No. _____

Recording Fee \$ _____

Revenue Stamps

QUITCLAIM DEED

On _____, 2015, the City of Swartz Creek, a home rule city, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 ("Grantor"), quitclaims to Ronald J. & Angela Carr, whose address is 5029 Third Street, Swartz Creek, MI 48473, ("Grantee"), the real property commonly known as the south half of 5017 Third Street, in the City of Swartz Creek, County of Genesee, Michigan, and described as:

THE SOUTH 46.5 FT OF THE WEST 140 FT OF LOT 4 & WEST 140 FT OF NORTH 1/2 OF LOT 5 HOUSTON MILLER CHAMBERS PLAT NO 1(77)

("the Property"), the south 46.5' of Parcel No. 58-36-676-040 (5017 Third Street)

For a sum of Two Thousand Dollars (\$2,000.00),

subject to any easements and building and use restrictions of record and the lien of taxes not yet due and payable, including the following use restrictions:

This transfer is exempt from real estate transfer taxes under MCL 207.526(a) and 207.505(a).

This transfer is being made to Grantee with the understanding and agreement that Grantee will use and develop the Property as specified in the Purchase Agreement executed by the parties and on file at City Offices and, in the event that the Property is not used and developed as such, all right, title and interest in the Property will revert to the City.

City of Swartz Creek

Dated: _____

By: _____

STATE OF MICHIGAN}
COUNTY OF GENESEE}

The foregoing instrument was acknowledged before me this ____ day of ____ 2015, by the City of Swartz Creek, by _____, Its _____.

Notary Public, Genesee County, Michigan
Acting in Genesee County, Michigan
My commission expires:

When Recorded Return to
and send subsequent tax bills to:

Prepared By:
Michael J. Gildner
Simen, Figura & Parker, P.L.C.
5206 Gateway Centre, Suite 200
Flint, Michigan 48507
(810) 235-9000

Tax Parcel No. _____ Recording Fee \$ _____ Revenue Stamps

Adam Zettel

From: Robert Crites <criteslaw@sbcglobal.net>
Sent: Tuesday, May 26, 2015 3:28 PM
To: azettel@cityofswartzcreek.org
Subject: 5017 Third St

Law Office Of
ROBERT M. CRITES
1030 S. Grand Traverse, Flint, MI 48502
Flint, MI 48502
(810) 767-5252 / fax (810) 767-3598

*SPECIALIZING FOR OVER 25 YEARS IN SOCIAL SECURITY DISABILITY CLAIMS, WORKERS COMPENSATION, INSURANCE CLAIMS,
DISPUTED LIABILITY CLAIMS, ESTATES AND CRIMINAL
DEFENSE*

May 26, 2015

Via email
azettel@cityofswartzcreek.org

Mr. Adam Zettel, City Manager
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473-1377

Re: 5017 Third Street

Dear Mr. Zettel:

Please be advised I am interested in purchasing a portion of the property which was formerly owned by Lee Eckstein and has reverted to the City of Swartz Creek for non-payment of taxes, which is located at 5017 Third Street just South of the Woods Collision Property.

It is my understanding that it is the desire of the council to split the lot and allow the residents that own the property to the South to buy 1/2 to 2/3 of the lot and to sell the remainder of the lot which includes the garage / pole barn to another buyer.

I had an occasion to talk to the folks who would presumably end up with the South portion of the lot this weekend and it is my impression that they think what they would be buying would be worth between \$2,000.00 - \$2,500.00. To be honest, that sounds about right to me. It is also true that as a practical matter it would probably be worth more to them than anyone else based on its location.

I understand the North portion of the lot would be worth considerably more based on the fact that the pole barn appears to be in pretty good shape. I have not, however, had an opportunity to

inspect the inside of the pole barn nor do a close inspection of the roof. An additional problem is that the driveway is in terrible shape and would have to be reconstructed. It is my understanding that the City wants whoever buys the North portion of the property to construct a fence which defines the boundary of the split. At this point I don't know what it is contemplated with regard to the amount of frontage that would be sold to each party.

As I indicated the last time I talked with you, I happened to have a brief conversation with Woods during which he indicated that he had his property surveyed and that his South lot line was in about the middle of the drive way which services the lot in question, but more particularly the pole barn. If that's the case, he may think that part of the pole barn sits on his property as well. If he doesn't end up with the pole barn he is not going to be a happy camper and I can see litigation down the road or perhaps he would have to be bought out to avoid a problem. It is certainly true that I can litigate cheaper than he can, but it is also true that at some point any judge is going to say why don't you pay him "X" number of dollars to put this thing to bed.

If we can define the Southern boundary of the Northern portion of the split and the location of the Northern boundary of the split can be identified and is satisfactory and if a thorough examination of the building doesn't reveal any serious problems, I would be willing to pay \$8,000.00 for the Northern split and maybe a little more. I would want to make sure that the title was perfectible and in that regard would want to have a policy of title insurance.

The last time we talked you indicated that in view of the dimensions of the lot that the barn could not under current zoning be used for storage. That issue would have to be resolved. However, I would think that if the City wants to sell that property to anybody but Woods, who I suppose could incorporate the property into that which he already owns, arrangements would have to be made to allow the utilization of the building. One other issue, of course, would be the valuation your assessor would put on the property. Based on what I have seen there doesn't seem to be much relationship between her assessed values and the amount that a piece of property would sell for in the real world.

The bottom line is that I would like to inspect the property (inside) and then make a written offer subject to a clear definition of the North and South lot lines and a commitment from the City with regard to utilization.

I am available for an inspection and/or further discussions at any time during the week and/or weekends. I can be reached at the business number above or at home (810) 635-7953.

Thank you.

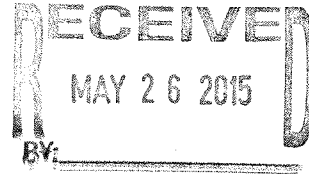
Sincerely,

Robert M. Crites



GENESEE COUNTY
OFFICE OF THE TREASURER
1101 Beach Street, Suite 144
Flint, Michigan 48502-1475
Telephone (810) 257-3054
Fax (810) 257-3885

Deborah L. Cherry



DATE: May 20, 2015
TO: Local Unit Clerks
FROM: Deborah L. Cherry, Treasurer
SUBJECT: Tax Reverted Property

MCL211.78m directs that all parcels foreclosed by a County Treasurer's Office (foreclosing governmental unit) are available to be purchased by the State of Michigan, City, Village, Township or County in which they are located. The acquisition must be made prior to the foreclosed parcels being taken to public auction. Sec 78m (1) is excerpted below:

Sec. 78m.

- (1) Not later than the first Tuesday in July, immediately succeeding the entry of judgment under section 78k vesting absolute title to tax delinquent property in the foreclosing governmental unit, this state is granted the right of first refusal to purchase property at the greater of the minimum bid or its fair market value by paying that amount to the foreclosing governmental unit if the foreclosing governmental unit is not this state. If this state elects not to purchase the property under its right of first refusal, a city, village, or township may purchase for a public purpose any property located within that city, village, or township set forth in the judgment and subject to sale under this section by **payment to the foreclosing governmental unit of the minimum bid.** If a city, village, or township does not purchase that property, the county in which that property is located may purchase that property under this section by payment to the foreclosing governmental unit of the minimum bid. If property is purchased by a city, village, township, or county under this subsection, the foreclosing governmental unit shall convey the property to the purchasing city, village, township, or county within 30 days. If property purchased by a city, village township or county under this subsection is subsequently sold for an amount in excess of the minimum bid and all costs incurred relating to demolition, renovation, improvements, or infrastructure development, the excess amount shall be returned to the delinquent tax property sales proceeds account for the year in which the property was purchased by the city, village, township, or county or, if this state is the foreclosing governmental unit within a county, to the land reutilization fund created under section 78n.

Please find attached a list of foreclosed properties in your governmental unit that are available for purchase for the minimum bid. Note that a few foreclosures might be reversed, as allowed by law.

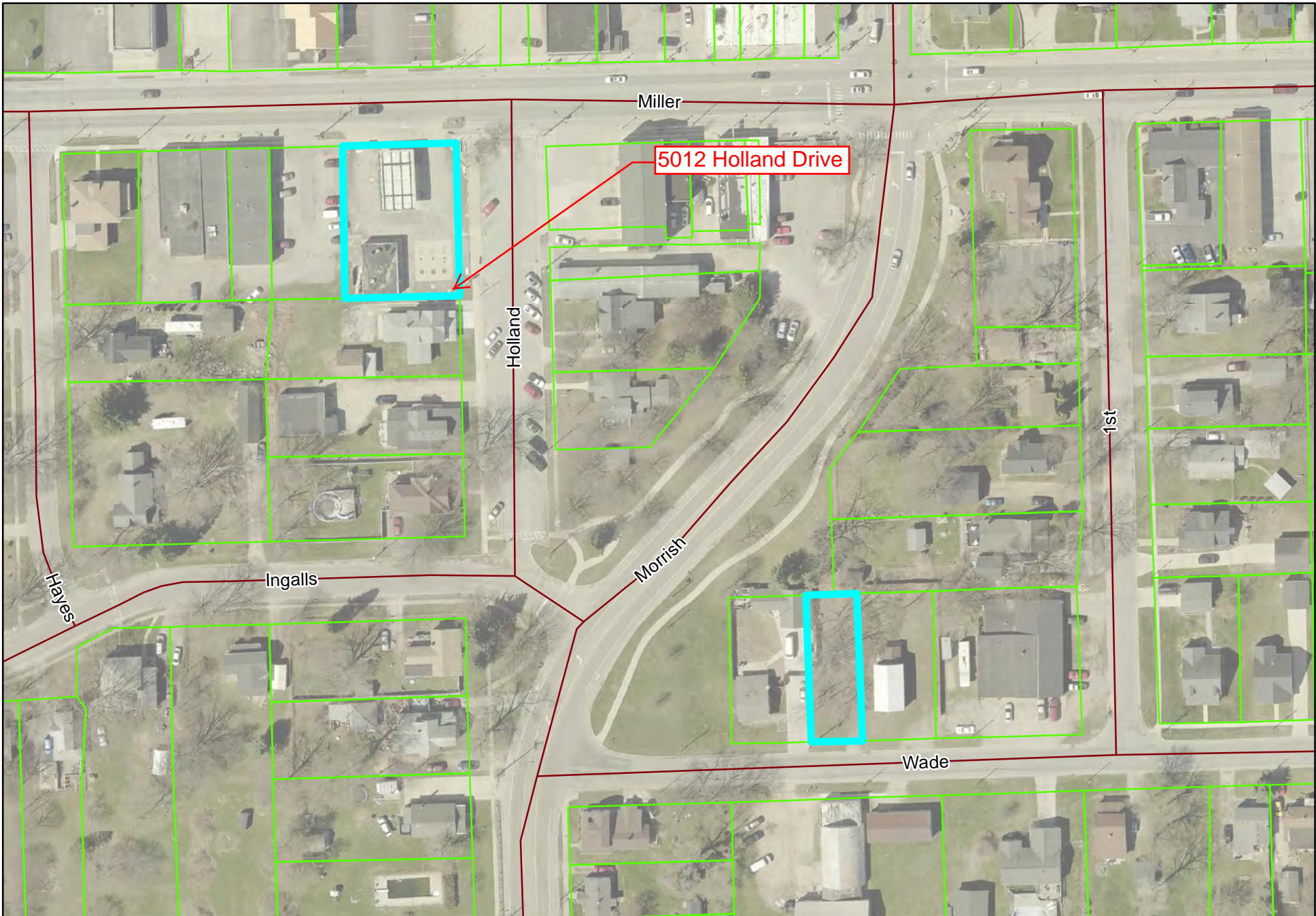
If you are interested in acquiring any of the parcels in your unit, contact Carla Vandefifer and the agreement that must be signed will be forwarded.

The deadline to acquire property from the 2015 foreclosures is July 10, 2015.

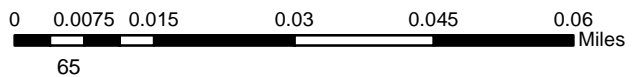
If you have any questions, please feel free to call.

cc: Unit Treasurer

C/V/T	UNIT NAME	Property Number	Street Address	Minimum Bid
CITY	SWARTZ CREEK	58-01-502-091	WADE ST	938
CITY	SWARTZ CREEK	58-02-529-017	5012 HOLLAND DR	34,137
CITY	SWARTZ CREEK	58-03-531-033	CARDIGAN DR	1,674
CITY	SWARTZ CREEK	58-03-531-034	CARDIGAN DR	1,674
CITY	SWARTZ CREEK	58-03-531-129	YOUNG DR	1,672
CITY	SWARTZ CREEK	58-03-531-130	YOUNG DR	1,672
CITY	SWARTZ CREEK	58-03-531-136	YOUNG DR	871
CITY	SWARTZ CREEK	58-03-531-143	YOUNG DR	1,674
CITY	SWARTZ CREEK	58-03-531-144	YOUNG DR	1,674
CITY	SWARTZ CREEK	58-03-579-002	5410 DON SHENK DR	10,554
CITY	SWARTZ CREEK	58-30-651-101	3291 HERITAGE BLVD	2,466
CITY	SWARTZ CREEK	58-30-651-102	3297 HERITAGE BLVD	2,466
CITY	SWARTZ CREEK	58-30-651-103	3305 HERITAGE BLVD	2,466
CITY	SWARTZ CREEK	58-30-651-104	3311 HERITAGE BLVD	2,466
CITY	SWARTZ CREEK	58-30-651-105	3319 HERITAGE BLVD	2,466

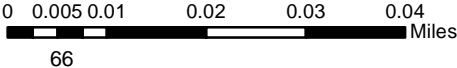


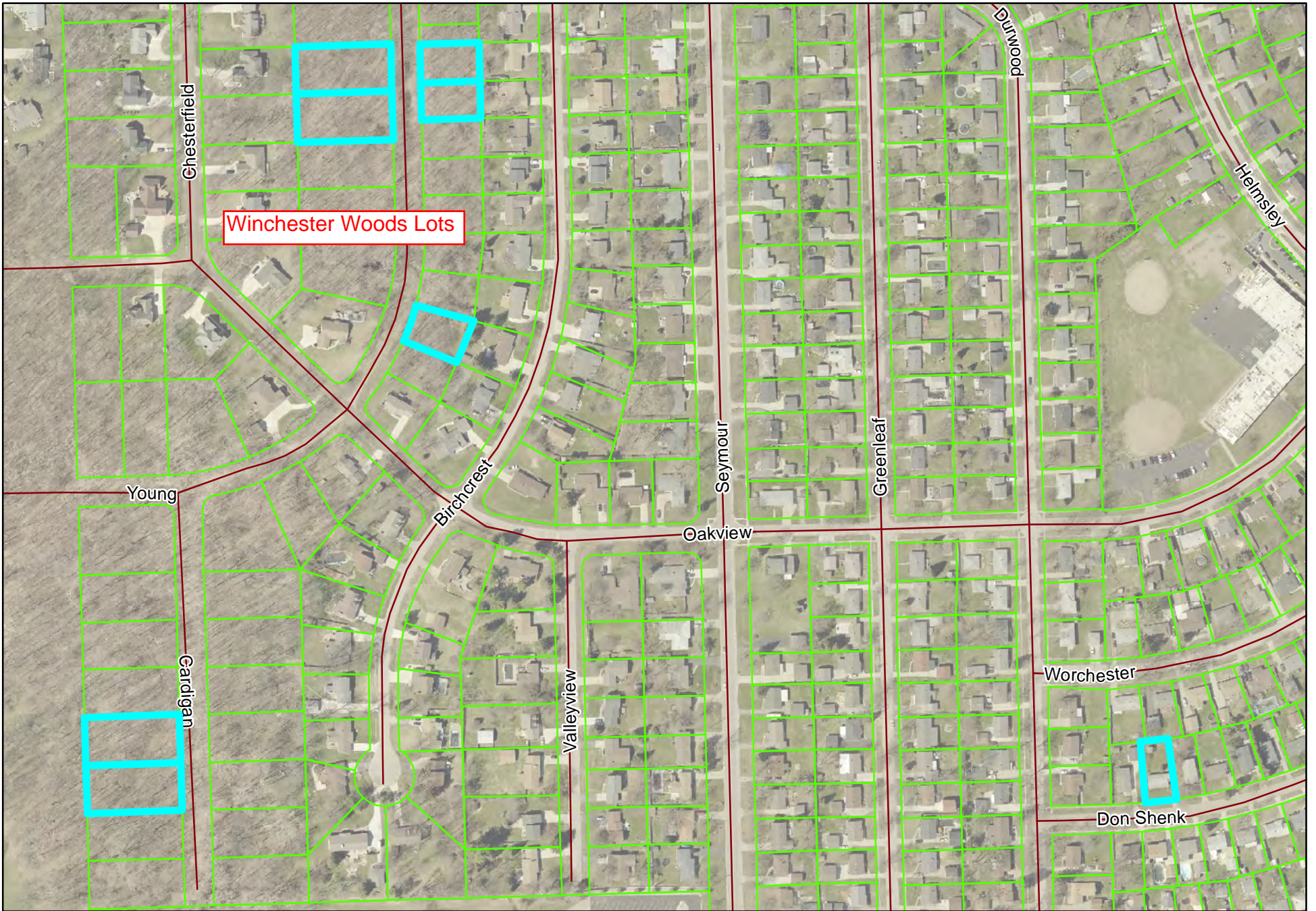
City of Swartz Creek



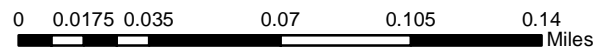


City of Swartz Creek





City of Swartz Creek



WAGE AGREEMENT by and between
AFSCME COUNCIL 25, LOCAL 1918.23
AND
THE CITY OF SWARTZ CREEK

This agreement between AFSCME Council 25, Local 1918.23 and the City of Swartz Creek amends the agreement made June 25, 2012 for the purposes of establishing a rates of classification in accordance with Section 38. The rates shall be effective July, 1, 2015.

The rates of classification shall be increased by 2% for all Groups and Classifications in the bargaining unit. This increase shall apply to the rates established by the contract for July 1, 2014 and be multiplied by and include the additional 1% increase that was approved by the city council for the 2014-2015 fiscal year.

This agreement shall be subject to approval by the Swartz Creek City Council.

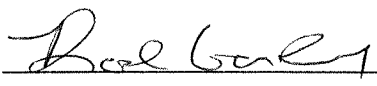
For the Union

For the Employer



Lori Greyerbiehl
Michigan AFSCME Council 25

Adam Zettel
City Manager



Rod Gardner
Chapter Chair

David A. Krueger
Mayor

6-8-15

Date

Date

WAGE AGREEMENT by and between
SWARTZ CREEK SUPERVISORS ASSOCIATION
AND
THE CITY OF SWARTZ CREEK

This agreement between Swartz Creek Supervisors Association and the City of Swartz Creek amends the agreement made August 27, 2012 for the purposes of establishing a rates of classification in accordance with Section 6.

The rates of classification shall be as follows:

City Clerk/Finance Director	\$74,174
Treasurer	\$57,691
Director of Public & Community Services	\$60,515
Assess-Zoning Administrator-Code Enforcement	NA
Chief of Police – Director of Public Safety	\$62,991
Police Lieutenant	\$59,500

The rates shall be effective July, 1, 2015 and is subject to approval by the Swartz Creek City Council.

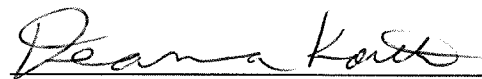
For the Association

For the Employer



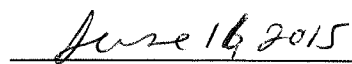
Juanita Aguilar

Adam Zettel
City Manager



Deanna Korth

David A. Krueger
Mayor



Date

Date

**ADDENDUM TO AGREEMENT BETWEEN THE CITY OF SWARTZ CREEK
AND THE POLICE OFFICERS LABOR COUNCIL PATROL OFFICERS UNIT**

The City of Swartz Creek and the Police Officers Labor Council for the Swartz Creek Police Officers Unit agree to modify their existing Collective Bargaining Agreement, dated, April 30, 2012 through June 30, 2016, under the following terms and conditions:

**ARTICLE NO. 14 Section1
Wages**

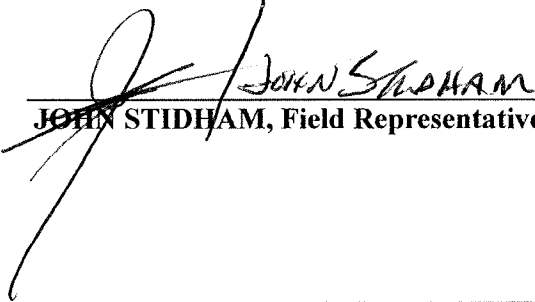
- Effective July 1, 2015 all members covered by this Collective Bargaining Agreement (CBA) shall receive a 2.0% wage increase.
- The city of Swartz Creek and the Township of Mundy are in a process of a merger or consolidation for Police Services that would combine the Police Units under a new Collective Bargaining Agreement.
- Should this merger occur prior to of the expiration of the current CBA of June 30, 2016 then all members of the Swartz Creek Police Unit shall receive a **ONE TIME LUMP SUM PAYMENT OF ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$1,250.00)**
- Should this merger not occur 90 days prior to the expiration of the CBA then negotiations shall be opened for a successor agreement immediately between the City of Swartz Creek and the Police Officers Labor Council.

All the terms and conditions of the parties' current Collective Bargaining Agreement, not otherwise modified by the Addendum, shall remain in full force and effect.

CITY OF SWARTZ CREEK, MICHIGAN

POLICE OFFICERS LABOR COUNCIL

DAVID KRUEGER, Mayor



JOHN STIDHAM, Field Representative-POLC

JUANITA AGUILAR, Clerk

GREGG RACOSTA, Bargaining Team

NICHOLAS PAUL, Bargaining Team

**Change Order for
Bristol Road Cuts**



memorandum

Date: June 16, 2015

To: Adam Zettel, AICP
cc: Tom Svrcek
From: Andy Harris

Re: Bristol Road Milling and Resurfacing at Miller Road

The Contractor has agreed to complete the additional work at the Bristol road intersection at the current contract unit prices. The milling was completed on June 11 and the paving will take place when they pave the Morrish to Elms section (approximately 4 to 5 weeks from now). This work will be paid for under a separate agreement between the City and the Contractor and will not be part of the contract.

We have measured and quantified the additional work. The estimated cost to complete the work is as follows:

Additional area to be milled and resurfaced= 1677 Syds (see attached sketch)

Cold Milling HMA Surface (1.5")- 1677 syds @ \$0.74/syd	= \$1,240.98
HMA, 4c (1.5") - 138.35 Ton @ \$70.19/Ton	= \$9,710.96
Pavt Mrkg, Thermopl, 4 inch, White - 300 ft @ \$0.39/ft	= \$117.00
Traffic Control adjustment for lane closure	= \$1,000

**Scope item
complete**

Total = \$12,068.94

If you have any questions, please let me know.

\$10,827.96

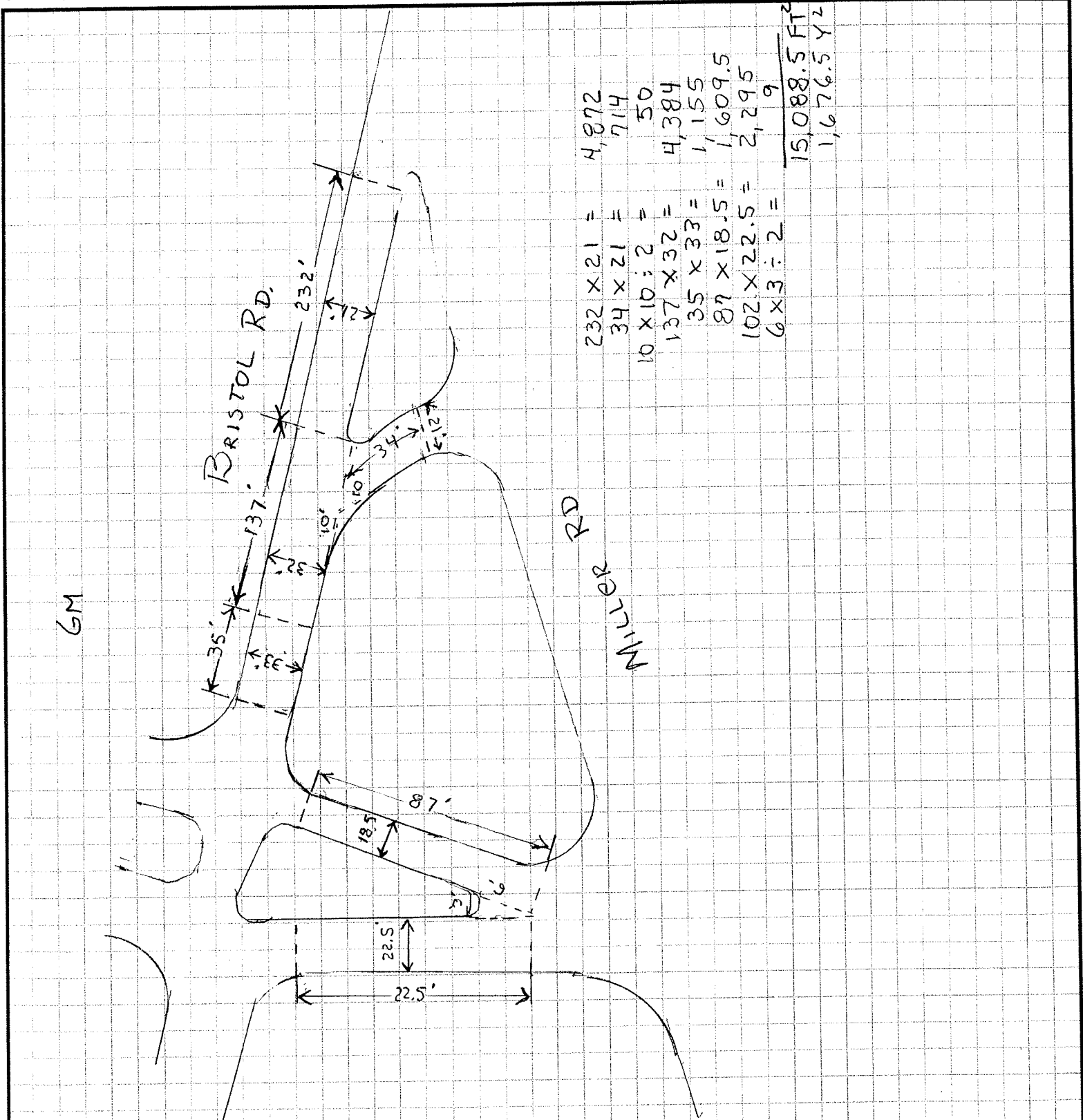
Remaining cost

Prepared by,
OHM Advisors

Andy Harris
Project Manager



PROJECT WORK SHEET



$$\begin{aligned}
 232 \times 21 &= 4,872 \\
 34 \times 21 &= 714 \\
 10 \times 10 \div 2 &= 50 \\
 137 \times 32 &= 4,384 \\
 35 \times 33 &= 1,155 \\
 87 \times 18.5 &= 1,609.5 \\
 102 \times 22.5 &= 2,295 \\
 6 \times 3 \div 2 &= 9 \\
 \hline
 &15,088.5 \text{ FT}^2 \\
 &1,676.5 \text{ Y}^2
 \end{aligned}$$

Change Order for
Elms and Miller

ARCHITECTS. ENGINEERS. PLANNERS.



memorandum

Date: June 16, 2015

To: Adam Zettel, AICP

cc: Tom Svrcek

From: Andy Harris

Re: Miller Road Milling and Resurfacing at Elms Road

The Contractor has agreed to complete the additional work at the Elms Road intersection at the current contract unit prices. The work is anticipated to be completed during the Morrish to Elms phase of this project. This work will be paid for under a separate agreement between the City and the Contractor and will not be part of the contract.

We have measured and quantified the additional work. The estimated cost to complete the work is as follows:

Additional area to be milled and resurfaced = 609 Syd (see attached sketch)

Cold Milling HMA Surface (1.5") – 609 Syd @ \$0.74/Syd	= \$450.66
HMA, 4C (1.5") – 56 Ton @ \$70.19/Ton	= \$3,930.64
Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk – 48 ft @ \$2.35/ft	= \$112.80
Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar – 12 ft @ \$10.15/ft	= \$121.80
Pavt Mrkg, Ovly Cold Plastic, Thru and Rt Turn Arrow Sym – 1 Ea @ \$155.00/Ea	= \$155.00
Pavt Mrkg, Sprayable Thermopl, 4 inch, White – 75 ft @ \$0.39/ft	= \$29.25
Total	= \$4800.15

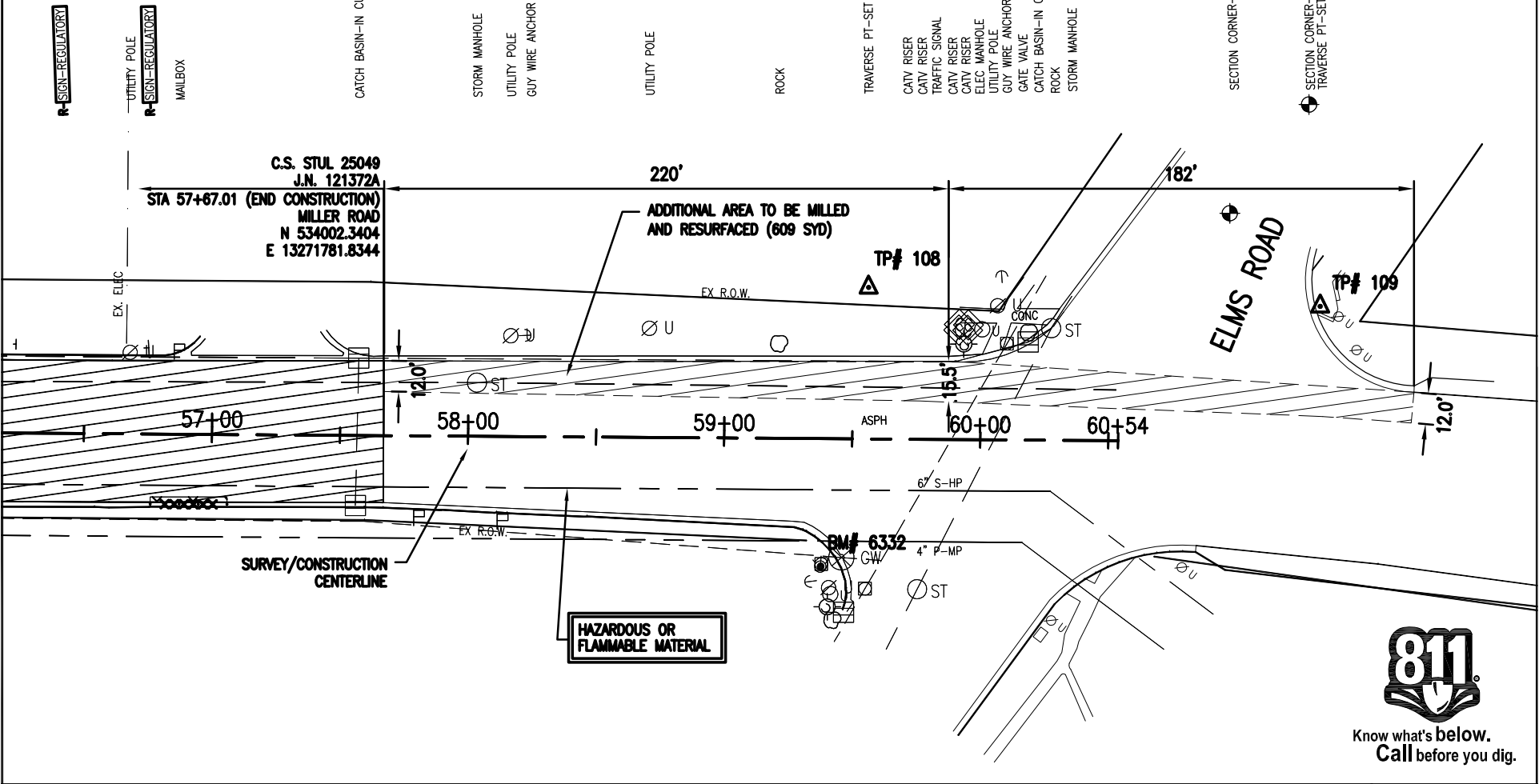
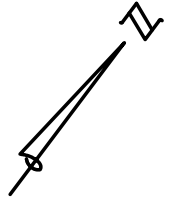
If you have any questions, please let me know.

Prepared by,
OHM Advisors

A handwritten signature in blue ink, appearing to read "A. J. Harris".

Andy Harris
Project Manager

MILLER ROAD AT ELMS (93' R.O.W.)



- R-SIGN-REGULATORY
- UTILITY POLE
- R-SIGN-REGULATORY
- MAILBOX
- CATCH BASIN-IN CURB
- STORM MANHOLE
- UTILITY POLE
- GUY WIRE ANCHOR
- UTILITY POLE
- ROCK
- TRAVERSE PT-SET 108
- CATV RISER
- CATV RISER
- TRAFFIC SIGNAL
- CATV RISER
- CATV RISER
- ELEC MANHOLE
- UTILITY POLE
- GUY WIRE ANCHOR
- GATE VALVE
- CATCH BASIN-IN CURB
- ROCK
- STORM MANHOLE
- SECTION CORNER-FD
- SECTION CORNER-FD
- TRAVERSE PT-SET 109

C.S. STUL 25049
J.N. 121372A
STA 57+87.01 (END CONSTRUCTION)
MILLER ROAD
N 534002.3404
E 13271781.8344

ADDITIONAL AREA TO BE MILLED
AND RESURFACED (609 SYD)

**HAZARDOUS OR
FLAMMABLE MATERIAL**



MILLER ROAD IMPROVEMENTS ELMS ROAD INTERSECTION		SCALE H: 1"=60' V: N/A
SHEET 1 OF 1		
CLIENT: CITY OF SWARTZ CREEK	JOB # 4023-14-0011/0021	
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM		

Dye Road Auction
Option



Commission: 6%

Biddergy Real Estate Auction Contract

This agreement made on _____ 2015, between _____ whose address is _____ (Owner) and Biddergy LLC, whose address is 1919 E Kilgore Service Road Kalamazoo, MI 49001. (Auctioneer)

DESCRIPTION OF ITEMS:

Property Address: 3386 Dye Road, Flint, MI 48507 (Parcel #: 25-58-29-551-026)
3350 Dye Road, Flint, MI 48507; (Parcel #: 25-58-29-551-028)

*Properties to be listed "Subject to Approval" with Seller reserving right to accept or reject high bid

Marketing Fee: \$500

It is agreed as follows:

Employment: The Owner hereby employs the Auctioneer to sell at public auction the goods listed in the schedule above and/or annexed hereto, such sale to be held on _____ 2015. The Auctioneer hereby accepts such employment on the terms herein set forth.

Compensation: The Owner shall pay to the Auctioneer as his compensation the sum of \$NA per lot entry fee and in addition a commission of 6 % of the selling price of all goods actually sold at the auction payable out of the gross amount realized at the sale. If any of the property listed above and/or annexed hereto schedule is withdrawn from the auction for any case, or has a minimum set that is not met, the Owner agrees to pay a buyback of **\$500** if no sale is completed. This contract, the terms and conditions, and the applicable rates listed above are hereby in effect for this and all future sales conducted through Biddergy.com.

Advertising Sale: The Auctioneer shall advertise the auction in newspapers, online, trade journals, and other matter in which ordinarily advertises such sale.

Duties of Auctioneer: The Auctioneer at its own expense shall prepare the goods to be sold at the place of sale in a manner calculated to induce buyers to make bids thereon, shall furnish such assistance and other help as may be necessary to handle efficiently the sale and delivery of the property, and shall so all other things necessary to effect an advantageous sale of the goods, in the Auctioneer's sole discretion. Auctioneer does not guarantee a sale and auctioneer is not responsible if Owner and buyer at the auction sale do not comply with agreement, or in the event of non-delivery of property to Owner to any such buyer.

Authority of Auctioneer: The Auctioneer shall have full authority to sign any memorandum of sale of behalf of Owner and to receive from the purchasers of such goods the purchase price thereof as agent for the Owner, or in lieu thereof a deposit of the purchase price, to be given as earnest money to bind the purchase.

Duties of Owner: Owner shall cooperate with and further interests of the Auctioneer in performing its duties under and pursuant to this agreement as required by law and by this agreement, and shall refrain from doing any act that would tend to interfere with Auctioneer in performing such duties. Owner guarantees that all items are without liens. Owner to list all creditors or secured parties _____. Any misrepresentation by the Owner as to condition or description of items will allow Biddergy to make adjustments on the selling price at its discretion.

Liability: Owner agrees to maintain insurance on all items and holds Biddergy harmless for any damage or any sort of liability.

Accounting: At the completion of such sale, the Auctioneer shall furnish to the Owner a complete list of all the goods sold by him, together with sales prices thereof, and after deducting there from the amounts due him pursuant to this agreement, shall pay to the Owner the net amount due to the Owner. In witness whereof, the parties have signed the agreement.

Governing Law: This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan. Venue shall be in Kalamazoo County, Michigan.

Attorneys' Fees: In the event of a dispute involving this agreement, Owner shall pay the Auctioneer in addition to all sums owed to Auctioneer, a reasonable sum for Auctioneer's attorney fees.

Subject to Terms and Conditions: This agreement is subject to Terms and Conditions as identified at www.biddergy.com which said Terms and Conditions are incorporated into this agreement by reference.

Biddergy Contact: Derek Rizor

Date: 06-12-15

Contact #: 269-370-1139

Seller (Print): _____

Seller (Sign): _____

Company: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Biddergy Username: _____

For Internal Use Only

Received by: _____

Lotted by: _____



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Auctions

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1. User's Acknowledgment and Acceptance of Terms

Biddergy, LLC (referred to as “us“ or “we” or “Biddergy”) provides the www.biddergy.com site and various related services (together referred to as this “site” or “website”) subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the “Terms of Use”), as well as any other written agreement between us (or your company). In addition, when using particular services or materials on this site, users shall be subject to any posted guidelines or rules applicable to such services or materials or other written agreement that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY COMPLETING THE REGISTRATION PROCESS AND/OR USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

We reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use periodically and to be aware of any modifications. Your continued use of this site after such modifications will constitute your acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

As used in these Terms of Use, references to our “Affiliates“ include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

2. Description of Services

We make various services available on this site including, but not limited to, auction and bidding services. Fees for the various services are set out in the membership and service fees described elsewhere in this site. You are solely responsible for providing, at your own expense, all equipment necessary to use the services, including a computer and modem; and your own Internet access (including payment of telephone service fees associated with such access).

We reserve the sole right to either modify or discontinue the site, including any features therein, at any time with or without notice to you. We shall not be liable to you or any third party should we exercise such right. Modifications may include, but are not limited to, changes in the pricing structure, the addition of fee-based services, or changes to limitations on allowable file sizes. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use.

You understand and agree that temporary interruptions of the services available through this site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the services available on this site are provided “AS IS“ and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

3. Registration Data and Privacy

In order to access some of the services on this site, you will require a separate account and password that can be obtained by completing our online registration form, which requests certain information and data ("Registration Data") and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.

You also grant us the right to disclose to third parties certain Registration Data about you. The information we obtain through your use of this site, including your Registration Data, is subject to our Privacy Policy, which is specifically incorporated by reference into these Terms of Use.

4. Payment of Fees

REGISTERING WITH BIDDERGY.COM IS FREE.

If you subscribe to a service on this site that requires payment of a fee, you agree to pay all fees associated with such service. You agree to provide us with accurate and complete billing information, including valid credit card information, your name, address and telephone number, and to provide us with any changes in such information within 10 days of the change.

If, for any reason, your credit card company refuses to pay the amount billed for the service, you agree that we may, at our option, suspend or terminate your subscription to the service and require you to pay the overdue amount by other means acceptable to us. We may charge a fee for reinstatement of suspended or terminated accounts.

You agree that until your subscription to the service is terminated, you will continue to accrue charges for which you remain responsible, even if you do not use the service.

In the event legal action is necessary to collect on balances due or otherwise for the enforcement of Biddergy's legal rights, you agree to reimburse us for all expenses incurred to recover sums due or otherwise enforce Biddergy's legal rights, including attorney fees and other legal expenses.

5. Conduct on Site

Your use of the site is subject to all applicable laws and regulations, including Netiquette, and you are solely responsible for the contents of your communications through the site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content -- including text, communications, software, images, sounds, data, or other information -- that:

1. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;

2. Victimized, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
3. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
4. Constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as “spamming”), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
5. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
6. Impersonates any person or entity, including any of our employees or representatives.

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In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the site may be available to you or other authorized users of the site. You shall not interfere with anyone else’s use and enjoyment of the site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your membership without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

6. Third Party Sites and Information

This site may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

7. Intellectual Property Information

For purposes of these Terms of Use, “content” is defined as any information, communications, software, photos, video, graphics, City Council Packet

music, sounds, and other material and services that can be viewed by users on our site. This includes, but is in no way limited to, message boards, chat, and other original content.

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Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise. We are also unable to accept your unsolicited ideas or proposals, so please do not submit them to us in any circumstance.

We respect the intellectual property of others, and we ask you to do the same. If you or any user of this site believes its copyright, trademark or other property rights have been infringed by a posting on this site, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed;
3. Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
4. Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit us to locate the materials;

5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and

6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringing.

Pursuant to the Digital Millennium Copyright Act, [17 U.S.C. Sec. 512\(c\)](#), our Designated Agent for Notice of claims of copyright infringement can be reached as indicated below. Service of repeat infringers of copyright or of users about whom repeat claims of copyright infringement are received will be terminated.

Designated Agent for Claimed Infringement:

General Counsel: Sielatycki Law Firm, PLC

1919 East Kilgore Service Road

Kalamazoo, Michigan

(269) 978-2525

steve@sielatyckilaw.com

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Your exclusive remedy and our entire liability, if any, for any claims arising out of these Terms of Use and your use of this site shall be limited to the amount you paid us for the services on the site during the one month period before the act giving rise to the liability.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

11. Indemnification

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

The Buyer of any auction items expressly agrees to indemnify and save Biddergy, Seller and their assigns harmless from and

against all claims, losses, expenses, damage or liability, (including, but not limited to, attorney's fees), directly or indirectly caused by or resulting from an act, including the negligent acts or omissions of Biddergy, or anyone acting on its behalf in connection with or arising out of auction.

Do not bid unless you agree to all of the terms above. By bidding you are acknowledging agreement with the terms above.

The parties further agree that in the event of any conflict between any parties relating to the services provided by Biddergy and its Affiliates, Biddergy is authorized to refuse to disburse funds until the parties arrive at a mutual written agreement regarding disbursement, or until a court of proper jurisdiction arrives at a final adjudication regarding the disposition of the funds. Moreover, should the parties fail to reach a written agreement regarding disbursement, Biddergy is authorized to interplead the funds with the Clerk of Courts for the appropriate jurisdiction and the parties agree to thereafter dismiss Biddergy, if named, as a party in said litigation. All costs associated with an interpleader action shall be deducted from the funds and/or paid equally by the parties in dispute.

12. Participation in Promotions

From time to time, this site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

13. Email Services

We may make email services available to users of our site, either directly or through a third-party provider.

We will not inspect or disclose the contents of private email messages except with the consent of the sender or the recipient, or in the narrowly-defined situations provided under the Electronic Communications Privacy Act, or as other required by law or by court or governmental order. Further information is available in our Privacy Policy.

We may employ automated monitoring devices or techniques to protect our users from mass unsolicited mailings (also known as "spam") and/or other types of electronic communications that we deem inconsistent with our business purposes. However, such devices or techniques are not perfect, and we will not be responsible for any legitimate communication that is blocked, or for any unsolicited communication that is not blocked.

Mailboxes may have a limited storage capacity. If you exceed the maximum permitted storage space, we may employ automated devices that delete or block email messages that exceed the limit. We will not be responsible for such deleted or blocked messages.

14. Use of Site and Storage of Material

You acknowledge that we may establish general practices and limits concerning use of the services available on our site, including without limitation the maximum number of days that uploaded content will be retained on the site, the maximum disk space that will be allotted or our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the services in a given period of time. You agree that we have no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this site. You acknowledge that we reserve the right to log off accounts which have not paid a subscription fee that are inactive for an extended period of time. You further acknowledge

that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

We provide storage space and access for material through our site. For purposes of these Terms of Use, "material" refers to all forms of communication that we may allow, including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. You may not use this site to publish material that we determine, at our sole discretion, to be unlawful, indecent, or objectionable, or which violates the restrictions described in "Your Conduct on the Site" above. We will not routinely monitor the contents of your online portfolio. You are solely responsible for any information contained in your online portfolios. However, if complaints are received regarding language, content, or graphics contained in your online portfolio, we may, at our sole discretion, remove the images hosted on our servers and terminate your Web hosting service. We may also suspend the account, restrict access to it, or remove content from it if necessary or appropriate.

The accounts of our users operate on shared resources. Excessive use or abuse of these shared network resources by one user may have a negative impact on all other users. Misuse of network resources in a manner that impairs network performance, including excessive consumption of CPU time, memory, disk space, and session time, is prohibited and may result in termination of your account or limitation of your activities.

This site is not designed or intended to be used as a disaster recovery facility or as an emergency data storage facility. Although we take reasonable precautions to preserve and protect the material you upload to the site, you should not rely on the site as your only storage facility. You should preserve backup copies of any digital data, information or other materials that you have uploaded. You agree not to hold us for any damage to, any deletion of or any failure to store your files, data or Registration Data.

15. Security and Password

You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account, including any mail sent and any charges incurred. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account in the event of any unauthorized transfer or sharing thereof.

16. International Use

Although this site may be accessible worldwide, we make no representation that materials on this site are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this site is void where prohibited.

17. Termination of Use

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection

therewith. Sections 1, 3, 5-11, 14, and 17-19 of these Terms of Use, as well as your liability for any unpaid fees, shall survive any termination.

18. Governing Law

This site (excluding any linked sites) is controlled by us from our offices within the State of Michigan, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Michigan, by accessing this site both of us agree that the statutes and laws of the State of Michigan, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of the courts of Kalamazoo County and the United States Western District Court of Michigan the with respect to such matters.

19. Notices

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of Customer Service at customerservice@biddergy.com, if by email, or at Biddergy, LLC, 1919 East Kilgore Service Road, Kalamazoo, Michigan, 49001, if by conventional mail. Notices to you may be sent either to the email address supplied for your account or to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you.

Any notices or communication under these Terms of Use will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by US mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile; or (5) on the delivery date if transmitted by confirmed email.

20. Age Restrictions

You must be at least 18 years old to bid.

21. Non-Refundable Deposit

Biddergy **RESERVES THE RIGHT** to charge your credit card 20% of your purchase or your total purchase amount immediately following the sale. The Balance will be due within five business days and prior to removal of purchased item(s), payable by cashiers' check, cash, credit card, or wire transfer. Note that the purchase price is the sum of the bid price, buyer's premium, buyer's fee, and sales tax if applicable. All payments must be in U.S. Funds. Biddergy reserves the right to charge any remaining balance of your purchase price on your credit card if the balance is not otherwise paid by you within 7 days. We do not accept partial payments. Invoices must be paid in full. In any auction where a deposit is required, said deposit shall be non-refundable and shall be kept by Biddergy in the event of Buyer's default. Notwithstanding the foregoing, nothing herein shall act as a limit or waiver of any and all of Biddergy's legal remedies, all of which are expressly preserved.

21a. Interest and Storage Fees

Any payments not received within seven (7) days of auction shall accrue interest charges at 11% per annum. In addition, if Biddergy elects to store the property as contemplated in Section 23, Buyer will be responsible for all daily storage costs associated with said storage at a minimum of \$2.00 per day per item. Greater storage and/or handling fees may be assessed for

irregularly shaped or sized items or those items requiring special care. Nothing contained herein shall be interpreted as a waiver by Biddergy of any and all of its available rights and remedies.

22. Sale Conditions

All items are sold subject to discretion and confirmation by Biddergy. Additionally, a **buyer's premium** will be added to all purchases. This buyer's premium varies, depending on the auction. You may also call us to find out the exact amount of the buyer's premium for any auction. Real Estate Auctions - Buyer and seller fees are to be paid to Biddergy if a property has sold within 1 year from an unsuccessful auction hosted by Biddergy.

23. Removal of Purchases

Each lot purchased shall be paid for and removed from the premises by the purchaser at his expense and risk within seven (7) days of the auction. If the purchaser fails to remove any such lot or part thereof within such period, Biddergy or its Affiliates shall have the right (but shall be under no obligation so to do) either in the name of Biddergy or other seller or of the purchaser, to remove, store, abandon, discard, sell or otherwise dispose of each or any part of the lot bid in or purchased, at the expense and risk of the purchaser, whether such lot has been paid for in whole or in part, all without waiving any other rights that Biddergy or other seller may have against the purchaser. After thirty (30) days of the auction, in addition to its other remedies, Biddergy may deem the lot abandoned by purchaser. In all circumstances, the purchaser shall be and shall continue to remain liable for the purchase price of the item as well as all loss, expense and other damage, directly or indirectly sustained by Biddergy or other seller, by reason of the failure of the purchaser to comply with the foregoing conditions.

24. Sales Tax

All bidders will be subject to the Michigan 6% sales tax unless you provide our office with the documentation we require for exemption or unless stated differently in the auction terms.

25. Titled Items

Biddergy is required by the State of Michigan to broker all vehicles sold. A \$90.00 broker fee will be charged for all vehicles which we need to broker. In addition a \$15.00 fee for title transfer will be charged. Non-Michigan Residents will pay according to their state rules for titled vehicles. Buyers will need to sign the appropriate paperwork required by the state for title transfers. It will take approximately 10 business days to receive your title from the Secretary of State.

26. Seller Bidding

The Seller or their agent reserves the right to bid on their own item in order to protect their investment.

27. AS IS / WHERE IS

All items sell AS IS WHERE IS with no warranty of any type expressed or implied as to the merchantability or fitness for any particular purpose of any goods offered in this sale. All sales are made on an AS IS - WHERE IS basis with all faults. All buyers are urged to physically inspect the item during the inspection period. No bids can be withdrawn after the auction for any reason. Buyer agrees that these terms as well as all other terms set forth below, can be amended or revised only in writing, signed by the auctioneer. Buyer also agrees that any oral representation made by the auctioneer shall not modify these "AS IS - WHERE IS" terms. Buyer understands that any description given in the catalog or written on the equipment is not guaranteed, such that Buyer will rely solely on their own inspection. All information and descriptions contained in advertising this sale are believed

correct, but no responsibility is assumed by Biddergy or Seller for any errors or omissions.

28. Posted Closing Times

Posted closing times and displays of Biddergy's current time are approximate. Biddergy reserves the right to close early or extend auctions at any time in its sole discretion. It is strongly recommended that bids be placed early to avoid losing out due to an ill-timed, last minute bid. All times are based on the Time Zone where the auction is located.

29. Auto Extend

Auction dates and times are approximate and Biddergy reserves the right to alter times and dates at its discretion. Times are listed as Eastern Standard Time unless otherwise noted. All auctions are programmed to extend 5 minutes if last minute bids are placed. If no other bids are placed within 5 minutes, auction will end.

30. Biddergy's Right to Terminate Purchase

If for any reason Biddergy is unable to complete the sale of any purchase to buyer or provide such purchase free and clear of liens, even if the buyer was given notice that he is the high bidder and purchaser, Buyer agrees that Biddergy may terminate the purchase/agreement, in which case Biddergy's only liability shall be the return of any monies actually paid by buyer.

31. Entire Agreement

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Use may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

32. Miscellaneous

In any action to enforce these Terms of Use, Biddergy will be entitled to costs and attorneys' fees. Any cause of action brought by you against us or our Affiliates must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any party, and any purported attempt to do so shall be null and void. We may freely assign our rights and obligations under these Terms of Use.

You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this site, or use of or access to this site.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our site arising from any event beyond our reasonable control, whether or not

foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

Biddergy has zero tolerance for persons stealing or attempting to steal merchandise from its locations. Biddergy will prosecute persons to the fullest extent of the law. Biddergy offers its employees cash rewards for reporting such incidents. Individuals caught will be liable for these costs.

In the event a seller cancels an auction, Biddergy reserves the right to collect all agreed upon costs and estimated premiums/fees if the sale was to occur.

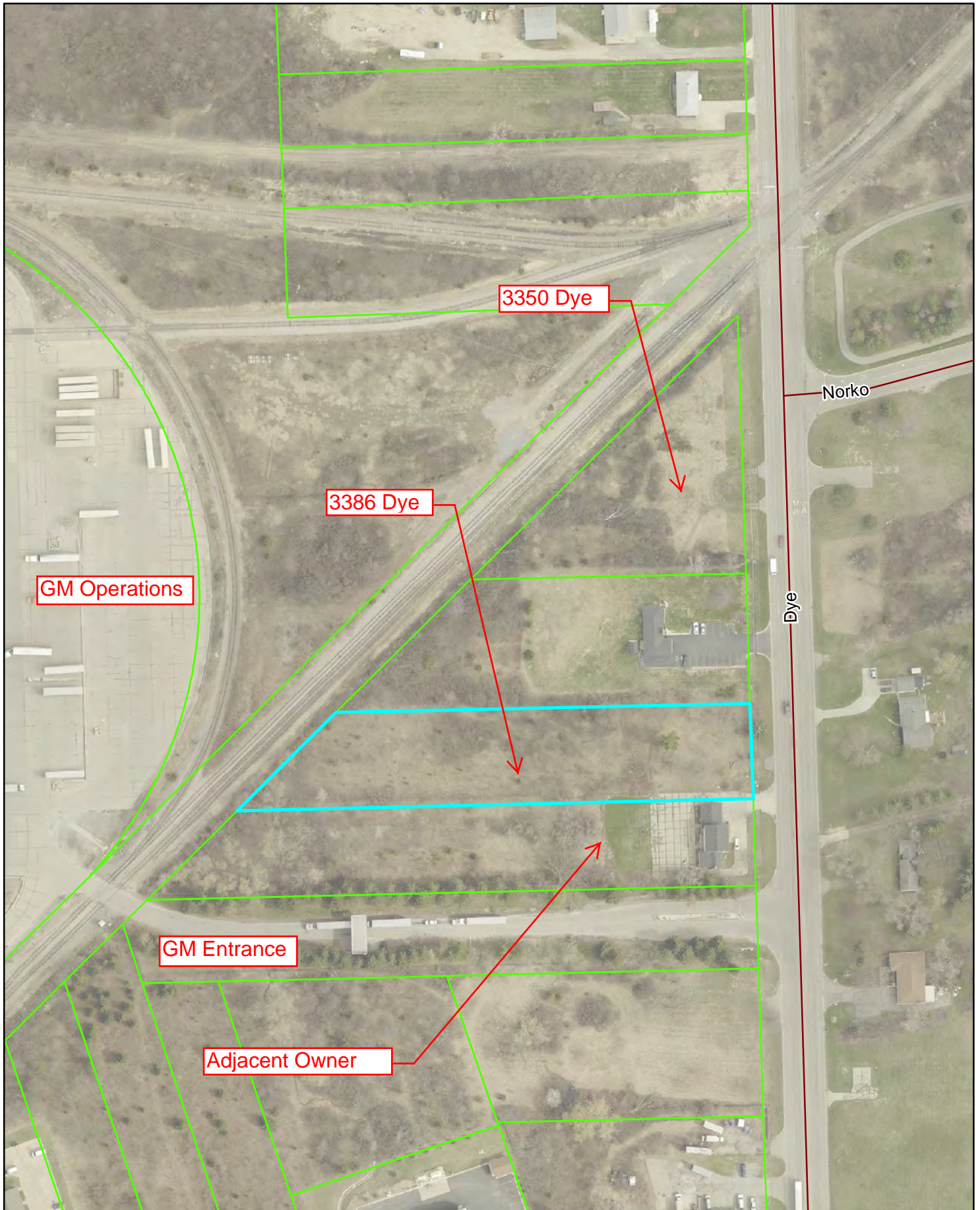
33. Contact Information

Except as explicitly noted on this site, the services available through this site are offered by Biddergy, LLC, a Michigan limited liability company, located at 1919 East Kilgore Service Road, Kalamazoo, Michigan. Our telephone number is (269) 903-2590. If you are a United States resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information. If you notice that any user is violating these Terms of Use, please contact us.

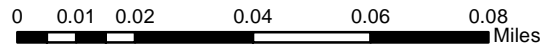
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City of Swartz Creek
3386 Dye Road





MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN
ANNUAL ACTUARIAL VALUATION REPORT DECEMBER 31, 2014
SWARTZ CREEK, CITY OF (2504)



Spring, 2015

Swartz Creek, City of

In care of:
Municipal Employees' Retirement System of Michigan
1134 Municipal Way
Lansing, Michigan 48917

This report presents the results of the Annual Actuarial Valuation, prepared as of December 31, 2014. The report includes the determination of liabilities and contribution rates resulting from the participation of Swartz Creek, City of (2504) in the Municipal Employees' Retirement System of Michigan ("MERS"). MERS is a nonprofit organization, independent from the State, that has provided retirement plans for municipal employees for more than 65 years. Swartz Creek, City of is responsible for the employer contributions needed to provide MERS benefits for its employees and former employees under the Michigan Constitution and the MERS Plan Document.

The purpose of the December 31, 2014 annual actuarial valuation is to:

- Measure funding progress
- Establish contribution requirements for the fiscal year beginning July 1, 2016
- Provide actuarial information in connection with applicable Governmental Accounting Standards Board (GASB) statements

This valuation report should not be relied upon for any other purpose. Reliance on information contained in this report by anyone for anything other than the intended purpose could be misleading.

The valuation uses financial data, plan provision data, and participant data as of December 31, 2014 furnished by MERS. In accordance with Actuarial Standards of Practice No. 23, the data was checked for internal and year to year consistency as well as general reasonableness, but was not otherwise audited. CBIZ Retirement Plan Services does not assume responsibility for the accuracy or completeness of the data used in this valuation.

The actuarial assumptions and methods are adopted by the MERS Retirement Board, and are reviewed every five years in an Experience Study, which will be completed in 2015. Please refer to the division-specific assumptions described in table(s) in this report, and to the Appendix on the MERS website at:

www.mersofmich.com/Portals/0/Assets/Resources/AAV-Appendix/MERS-2014AnnualActuarialValuation-Appendix.pdf.



The actuarial assumptions used for this valuation produce results that we believe are reasonable.

To the best of our knowledge, this report is complete and accurate, was prepared in conformity with generally recognized actuarial principles and practices, with the Actuarial Standards of Practice issued by the Actuarial Standards Board, and is in compliance with Act No. 220 of the Public Acts of 1996, as amended, and the MERS Plan Document as revised. All of the undersigned are members of the American Academy of Actuaries (MAAA), and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein. The Retirement Board of the Municipal Employees' Retirement System of Michigan confirms that the System provides for payment of the required employer contribution as described in Section 20m of Act No. 314 of 1965 (MCL 38.1140m).

This information is purely actuarial in nature. It is not intended to serve as a substitute for legal, accounting or investment advice.

This report was prepared at the request of the Retirement Board and may be provided only in its entirety by the municipality to other interested parties (MERS customarily provides the full report on request to associated third parties such as the auditor for the municipality). CBIZ Retirement Plan Services is not responsible for the consequences of any unauthorized use.

You should notify MERS if you disagree with anything contained in the report or are aware of any information that would affect the results of the report that have not been communicated to us. If you have reason to believe that the plan provisions are incorrectly described, that important plan provisions relevant to this valuation are not described, that conditions have changed since the calculations were made, that the information provided in this report is inaccurate or is in anyway incomplete, or if you need further information in order to make an informed decision on the subject matter in this report, please contact your Regional Manager at 1.800.767.MERS(6377).

Sincerely,

Alan Sonnanstine, MAAA, ASA
Cathy Nagy, MAAA, FSA
Jim Koss, MAAA, ASA

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Executive Summary

Funded Ratio and Required Employer Contributions

The MERS Defined Benefit Plan is an agent multiple-employer plan, meaning that assets are pooled for investment purposes but separate trusts are maintained for each individual employer. Each municipality is responsible for their own plan liabilities; MERS does not borrow from one municipality's account to pay for another.

The funded ratio of a plan is the percentage of the dollar value of the accrued benefits that is covered by the actuarial value of assets.

Your Funded Ratio:

	12/31/2014	12/31/2013
Funded Ratio	88%	94%

Michigan Law requires that pension plans be pre-funded, meaning money is set aside now to pay for future benefits. Pension plans are usually funded by employer and employee contributions, and investment income.

How quickly a plan attains the 100% funding goal depends on many factors such as:

- The current funded ratio
- The future experience of the plan
- The amortization period

It is more important to look at the trend in the funded ratio over a period of time than at a particular point in time.

Your Required Employer Contributions:

Your minimum required employer contributions are shown in the following table. Employee contributions, if any, are in addition to the required employer contributions.

Valuation Date:	Percentage of Payroll		Monthly \$ Based on Valuation Payroll	
	12/31/2014	12/31/2013	12/31/2014	12/31/2013
Fiscal Year Beginning:	July 1, 2016	July 1, 2015	July 1, 2016	July 1, 2015
Division				
01 - AFSCME	-	-	\$ 3,833	\$ 2,607
02 - Pol FOP	16.47%	19.87%	5,030	3,490
10 - Sprvsrs	-	-	4,321	0
Municipality Total			\$ 13,184	\$ 6,097

Employee contribution rates reflected in the valuations are shown below:

Valuation Date:	Employee Contribution Rate	
	12/31/2014	12/31/2013
Division		
01 - AFSCME	2.00%	2.00%
02 - Pol FOP	2.50%	2.50%
10 - Sprvsrs	0.00%	4.00%

For employee contribution rates that are not flat percentages, the rate shown is a weighted average flat employee contribution rate.

You may contribute more than the minimum required contributions, as these additional contributions will earn investment income, and later you may have to contribute less than otherwise. **MERS strongly encourages employers to contribute more than the minimum contribution shown above.**

Assuming that experience of the plan meets actuarial assumptions:

- To accelerate to a 100% funding ratio in 10 years, estimated monthly employer contributions for the entire employer would be \$ 15,554, instead of \$ 13,184.
- To accelerate to a 100% funding ratio in 20 years, estimated monthly employer contributions for the entire employer would be \$ 13,514, instead of \$ 13,184.

If you are interested in making additional contributions, please contact MERS and they can assist you with evaluating your options.

How and Why Do These Numbers Change?

In a defined benefit plan contributions vary from one annual actuarial valuation to the next as a result of the following:

- Changes in benefit provisions (see Table 2)
- Changes in actuarial assumptions and methods (see the [Appendix](#))
- Experience of the plan (investment experience and demographic experience); this is the difference between actual experience of the plan and the actuarial assumptions

Actuarial valuations do not affect the ultimate cost of the plan; the benefit payments (current and future) determine the cost of the plan. Actuarial valuations only affect the timing of the contributions into the plan. Because assumptions are for the long term, plan experience will not match the actuarial assumptions in any given year (except by coincidence). Each annual actuarial valuation will adjust the required employer contributions up or down based on the prior year's actual experience.

Comments on the Investment Markets

At this time, MERS maintains the 8% annual return assumption on investments in the belief that over the long-term this is achievable. For example, MERS' 30 year return was 9.17% on December 31, 2014. The MERS portfolio returned 6.49% in 2014; the two year (10.54%), three year (10.73%), four year (8.48%), and five year (9.59%) returns all exceed the 8% annual return assumption. When comparing these actual returns to the 8% net return assumption, deduct roughly .25% from these actual returns to reflect administrative expenses. It has now been seven years since the peak of the financial crisis and the stock market decline still weighs down MERS' medium term returns. This was a one in fifty year event comparable only to the Stock Market Crash of 1929 during the Great Depression. The stock market and economy have stabilized since 2008 and are on the long road to recovery. MERS regularly monitors the investment return assumption to make sure it is reasonable compared to long term expectations.

The actuarial value of assets, used to determine both your funded ratio and your required employer contribution, is based on a 10-year smoothed value of assets. Only a portion (seven-tenths, for 2008 through 2014) of the 2008 investment market losses was recognized in this actuarial valuation report. This reduces the volatility of the valuation results, which affects your required employer contribution and funded ratio. The smoothed actuarial rate of return for 2014 was 5.90%.

As of December 31, 2014 the actuarial value of assets is 106% of market value. This means that meeting the actuarial assumption in the next few years will require average annual market returns that exceed the 8% investment return assumption.

If the December 31, 2014 valuation results were based on market value on that date instead of 10-year smoothed funding value: i) the funded percent of your entire municipality would be 83% (instead of 88%); and ii) your total employer contribution requirement for the fiscal year starting July 1, 2016 would be \$ 239,916 (instead of \$ 158,208).

The asset smoothing method is a powerful tool for reducing the volatility of your required employer contributions. **However, if the current 6% difference between the smoothed value and the market value of assets is not made up, the result would be gradual increases in your employer contribution requirement over the next few years (to around the levels described above).**

Risk Characteristics of Defined Benefit Plans

It is important to understand that retirement plans, by their nature, are exposed to certain risks. While risks cannot be eliminated entirely, they can be mitigated through various strategies. Below are a few examples of risk (this is not an all-inclusive list):

- Economic - investment return, wage inflation, etc.
- Demographic - longevity, disability, retirement, etc.
- Plan Sponsor and Employees - contribution volatility, attract/retain employees, etc.

The MERS Retirement Board adopts certain assumptions and methods to mitigate the economic and demographic risks, and the contribution volatility risks. For example, the investment risk is the largest economic risk and is mitigated by having a balanced portfolio and a clearly defined investment strategy. Demographic risks vary based on the age of the workforce and are mitigated by preparing special studies called experience studies on a regular basis to determine if the assumptions used are reasonable compared to the experience. Risk may be mitigated through a plan design that provides benefits that are sustainable in the long run. An Experience Study is completed every five years to review the assumptions and methods. The next Experience Study will be completed in 2015.

Alternate Scenarios to Estimate the Potential Volatility of Results ("What If Scenarios")

The calculations in this report are based on assumptions about long-term economic and demographic behavior. These assumptions will never materialize in a given year, except by coincidence. Therefore the results will vary from one year to the next. The volatility of the results depends upon the characteristics of the plan. For example:

- Open divisions that have substantial assets compared to their active employee payroll will have more volatile employer contribution rates due to investment return fluctuations.
- Open divisions that have substantial accrued liability compared to their active employee payroll will have more volatile employer contribution rates due to demographic experience fluctuations.
- Small divisions will have more volatile contribution patterns than larger divisions because statistical fluctuations are relatively larger among small populations.
- Shorter amortization periods result in more volatile contribution patterns.

The analysis in this section is intended to review the potential volatility of the actuarial valuation results. It is important to note that calculations in this report are mathematical estimates based upon assumptions regarding future events, which may or may not materialize. Actuarial calculations can and do vary from one valuation to the next, sometimes significantly depending on the group's size.

Many assumptions are important in determining the required employer contributions.

For example:

- Lower investment returns would result in higher required employer contributions, and vice-versa.
- Smaller than projected pay increases would lower required employer contributions.
- Reductions in the number of active employees would lower required contribution dollars, but would usually increase the contribution rate expressed as a percentage of (the now lower) payroll.
- Retirements at earlier ages than projected would usually increase required employer contributions.
- More non-vested terminations of employment than projected would decrease required contributions.
- More disabilities or survivor (death) benefits than projected would increase required contributions.
- Longer lifetimes after retirement than projected would increase required employer contributions.

In the table below, we show the impact of varying one actuarial assumption: the future annual rate of investment return. Lower investment returns would result in higher required employer contributions, and vice-versa.

The relative impact of each investment return scenario below will vary from year to year, as the participant demographics change. The impact of each scenario should be analyzed for a given year, not from year to year. The results in the table are based on the December 31, 2014 valuation, and are for the municipality in total, not by division.

	Assumed Future Annual Smoothed Rate of Investment Return			
	Lower Future Annual Returns		Valuation Assumption	Higher Returns
	6%	7%	8%	9%
12/31/2014 Valuation Results				
Accrued Liability	\$ 10,535,914	\$ 9,519,978	\$ 8,657,510	\$ 7,920,066
Valuation Assets	\$ 7,657,368	\$ 7,657,368	\$ 7,657,368	\$ 7,657,368
Unfunded Accrued Liability	\$ 2,878,546	\$ 1,862,610	\$ 1,000,142	\$ 262,698
Funded Ratio	73%	80%	89%	97%
Monthly Normal Cost	\$ 5,288	\$ 3,953	\$ 2,921	\$ 2,131
Monthly Amortization Payment	\$ 34,192	\$ 21,771	\$ 10,263	\$ 554
Total Employer Contribution¹	\$ 39,480	\$ 25,724	\$ 13,184	\$ 4,674

¹ If assets exceed accrued liabilities for a division, the division's amortization payment is negative and is used to reduce the division's employer contribution requirement. If the overfunding credit is larger than the normal cost, the division's full credit is included in the municipality's amortization payment above but the division's total contribution requirement is zero. This can cause the displayed normal cost and amortization payment to not add up to the displayed total employer contribution.

Five Year Projection Scenarios

The following table illustrates the plan's projected liabilities and required employer contributions for the next five fiscal years, under three actuarial assumptions and future economic scenarios. All three scenarios take into account the 2008 financial losses that will continue to affect the smoothed rate of return for the next three years.

Valuation Year Ending 12/31	Fiscal Year Beginning 7/1	Actuarial Accrued Liability	Valuation Assets	Funded Percentage	Required Annual Employer Contribution ¹
8% Assumed Interest Discount Rate and Future Annual Market Rate of Return					
2014	2016	\$ 8,657,510	\$ 7,657,368	88%	\$ 162,684
2015	2017	8,709,000	7,533,000	87%	204,308
2016	2018	8,747,000	7,411,000	85%	257,196
2017	2019	8,765,000	7,295,000	83%	332,088
2018	2020	8,772,000	7,429,000	85%	323,260
7% Assumed Interest Discount Rate and Future Annual Market Rate of Return					
2014	2016	\$ 9,519,978	\$ 7,657,368	80%	\$ 314,664
2015	2017	9,561,000	7,531,000	79%	347,332
2016	2018	9,586,000	7,465,000	78%	389,496
2017	2019	9,589,000	7,516,000	78%	442,060
2018	2020	9,590,000	7,742,000	81%	434,708
6% Assumed Interest Discount Rate and Future Annual Market Rate of Return					
2014	2016	\$ 10,535,914	\$ 7,657,368	73%	\$ 481,452
2015	2017	10,560,000	7,520,000	71%	506,948
2016	2018	10,580,000	7,530,000	71%	540,056
2017	2019	10,570,000	7,738,000	73%	578,560
2018	2020	10,540,000	8,139,000	77%	552,108

¹ For an employer with any open divisions, this column will include the impact of projected increases in total payroll from 2014 to the applicable fiscal year. This will cause the projected contribution for the fiscal year beginning in 2016 to be higher than the Estimated Annual Contribution shown in Table 1.

The first scenario provides an estimate of required employer contributions based on current actuarial assumptions, and a projected 8% market return. The other scenarios may be useful if the municipality chooses to budget more conservatively, and make contributions in addition to the minimum requirements. The 7% and 6% projections provide an indication of the potential required employer contribution if MERS were to realize investment returns of 7% and 6% over the long-term.

Employer Contribution Details For the Fiscal Year Beginning July 1, 2016

Table 1

Division	Amort. Period for Unfund. Liab. ^{4,5}	Employer Contributions ¹			Blended Employer Contribut. ⁷	Employee Contribution Rate ⁶	Employee Contribut. Conversion Factor ²
		Normal Cost	Unfunded Accrued Liability	Total Required Employer Contribut.			
Percentage of Payroll							
01 - AFSCME	6	-	-	-		2.00%	
02 - PoI FOP	24	8.28%	8.19%	16.47%		2.50%	0.86%
10 - Sprvsrs	6	-	-	-		0.00%	
Estimated Monthly Contribution³							
01 - AFSCME	6	\$ 392	\$ 3,441	\$ 3,833			
02 - PoI FOP	24	2,529	2,501	5,030			
10 - Sprvsrs	6	0	4,321	4,321			
Total Municipality		\$ 2,921	\$ 10,263	\$ 13,184			
Estimated Annual Contribution³		\$ 35,052	\$ 123,156	\$ 158,208			

¹ The above employer contribution requirements are in addition to the employee contributions, if any.

² If employee contributions are increased/decreased by 1.00% of pay, the employer contribution requirement will decrease/increase by the Employee Contribution Conversion Factor. The conversion factor is usually under 1%, because employee contributions may be refunded at termination of employment, and not used to fund retirement pensions. Employer contributions will all be used to fund pensions.

³ For divisions that are open to new hires, estimated contributions are based on valuation payroll. Actual contributions will be based on actual reported monthly pays, and will be different from the above amounts (usually higher). For divisions that will have no new hires, invoices will be based on the above dollar amounts which are based on projected fiscal year payroll. See description of Open Divisions and Closed Divisions in the [Appendix](#).

⁴ If projected assets exceed projected liabilities as of the beginning of the July 1, 2016 fiscal year, the negative unfunded accrued liability is amortized (spread) over 10 years. This amortization is used to reduce the employer contribution rate. Note that if the overfunding credit is larger than the normal cost, the full credit is shown above but the total contribution requirement is zero. This will cause the displayed normal cost and unfunded accrued liability contributions to not add across.

⁵ If the division is closed to new hires, with new hires not covered by MERS Defined Benefit Plan or Hybrid Plan provisions, the amortization period will decrease as follows: Under Amortization Option A, the period will decrease by 2 years each valuation year, until it reaches 6 or 5 years. Then it decreases by 1 year each valuation year until the UAL is paid off. Under Amortization Option B, the period will decrease by 2 years each valuation year, until it reaches 16 or 15 years. Thereafter, the period will reduce by 1 year each valuation year, until the UAL is paid off. This will result in amortization payments that increase faster than the usual 4.5% each year. If the division is closed to new hires, with new hires (and transfers) covered by MERS Defined Benefit Plan or Hybrid Plan provisions, the standard open division amortization period will apply.

⁶ For employee contribution rates that are not flat percentages, the rate shown is a weighted average flat employee contribution rate.

⁷ For linked divisions, the employer will be invoiced the Total Required Employer Contribution rate shown above for each linked division (a contribution rate for the open division; a contribution dollar for the closed-but-linked division), unless the employer elects to contribute the Blended Employer Contribution rate shown above, by contacting MERS at 800-767-2308.

Please see the Comments on the Investment Markets.

Benefit Provisions

Table 2

01 - AFSCME: Closed to new hires

	2014 Valuation	2013 Valuation
Benefit Multiplier:	2.00% Multiplier (no max)	2.00% Multiplier (no max)
Normal Retirement Age:	60	60
Vesting:	10 years	10 years
Early Retirement (Unreduced):	55/30	55/30
Early Retirement (Reduced):	50/25	50/25
	55/15	55/15
Final Average Compensation:	5 years	5 years
Employee Contributions:	2%	2%
DC Plan for New Hires:	7/1/1997	7/1/1997
Act 88:	Yes (Adopted 12/10/1970)	Yes (Adopted 12/10/1970)

02 - Pol FOP: Open Division

	2014 Valuation	2013 Valuation
Benefit Multiplier:	2.50% Multiplier (80% max)	2.50% Multiplier (80% max)
Normal Retirement Age:	60	60
Vesting:	10 years	10 years
Early Retirement (Unreduced):	55/25	55/25
Early Retirement (Reduced):	50/25	50/25
	55/15	55/15
Final Average Compensation:	5 years	5 years
Employee Contributions:	2.50%	2.50%
Act 88:	Yes (Adopted 12/10/1970)	Yes (Adopted 12/10/1970)

10 - Sprvsrs: Closed to new hires

	2014 Valuation	2013 Valuation
Benefit Multiplier:	2.50% Multiplier (80% max)	2.50% Multiplier (80% max)
Normal Retirement Age:	60	60
Vesting:	10 years	10 years
Early Retirement (Unreduced):	50/25	50/25
Early Retirement (Reduced):	55/15	55/15
Final Average Compensation:	3 years	3 years
COLA for Future Retirees:	2.50% (Non-Compound)	2.50% (Non-Compound)
COLA for Current Retirees:	2.50% (Non-Compound)	2.50% (Non-Compound)
Employee Contributions:	4%	4%
DC Plan for New Hires:	7/1/1997	7/1/1997
Act 88:	Yes (Adopted 12/10/1970)	Yes (Adopted 12/10/1970)

Participant Summary

Table 3

Division	2014 Valuation		2013 Valuation		2014 Valuation		
	Number	Annual Payroll ¹	Number	Annual Payroll ¹	Average Age	Average Benefit Service ²	Average Eligibility Service ²
01 - AFSCME							
Active Employees	2	\$ 108,915	3	\$ 139,994	57.7	37.0	37.0
Vested Former Employees	0	0	0	0	0.0	0.0	0.0
Retirees and Beneficiaries	6	112,968	5	98,283	64.8		
02 - Pol FOP							
Active Employees	6	\$ 366,483	4	\$ 210,810	42.8	9.4	9.4
Vested Former Employees	1	9,917	1	9,917	55.4	7.0	8.3
Retirees and Beneficiaries	4	97,475	4	97,475	66.4		
10 - Sprvsrs							
Active Employees	0	\$ 0	2	\$ 124,816	0.0	0.0	0.0
Vested Former Employees	0	0	0	0	0.0	0.0	0.0
Retirees and Beneficiaries	10	443,865	8	346,003	64.3		
Total Municipality							
Active Employees	8	\$ 475,398	9	\$ 475,620	46.5	16.3	16.3
Vested Former Employees	1	9,917	1	9,917	55.4	7.0	8.3
Retirees and Beneficiaries	20	654,308	17	541,761	64.9		
Total Participants	29		27				

¹ Annual payroll for active employees; annual deferred benefits payable for vested former employees; annual benefits being paid for retirees and beneficiaries.

² Description can be found under Miscellaneous and Technical Assumptions in the [Appendix](#).

Reported Assets (Market Value)

Table 4

Division	2014 Valuation		2013 Valuation	
	Employer and Retiree ¹	Employee ²	Employer and Retiree ¹	Employee ²
01 - AFSCME	\$ 1,420,632	\$ 82,163	\$ 1,400,994	\$ 86,942
02 - Pol FOP	1,005,969	86,766	985,900	78,773
10 - Sprvsrs	4,628,832	0	4,530,140	180,104
Municipality Total	\$ 7,055,433	\$ 168,929	\$ 6,917,034	\$ 345,819
Combined Reserves	\$ 7,224,362		\$ 7,262,853	

¹ Reserve for Employer Contributions and Benefit Payments

² Reserve for Employee Contributions

The December 31, 2014 valuation assets are equal to 1.059937 times the reported market value of assets (compared to 1.061840 as of December 31, 2013). The derivation of valuation assets is described, and detailed calculations of valuation assets are shown, in the [Appendix](#).

Flow of Valuation Assets

Table 5

Year Ended 12/31	Employer Contributions		Employee Contributions	Investment Income	Benefit Payments	Employee Contribution Refunds	Net Transfers	Valuation Asset Balance
	Required	Additional						
2004	\$ 65,603		\$ 18,360	\$ 419,158	\$ (353,237)	\$ 0	\$ 0	\$ 6,653,737
2005	97,447		21,416	415,131	(374,352)	0	0	6,813,379
2006	150,246		22,859	544,195	(384,230)	0	0	7,146,449
2007	191,560		20,130	579,232	(452,612)	0	8,708	7,493,467
2008	269,931		19,852	328,996	(457,016)	0	0	7,655,230
2009	282,204		19,305	338,223	(473,728)	0	0	7,821,234
2010	196,337		17,509	392,938	(527,731)	0	24,509	7,924,796
2011	93,291	\$ 5,934	16,224	349,365	(559,713)	0	0	7,829,897
2012	79,273	6	16,443	313,076	(518,919)	0	0	7,719,776
2013	85,735	3	14,323	425,428	(533,278)	0	0	7,711,987
2014	97,181	0	13,279	418,854	(583,933)	0	0	7,657,368

Notes:

Transfers in and out are usually related to the transfer of participants between municipalities, and to employer and employee payments for service credit purchases (if any) that the governing body has approved.

Additional employer contributions, if any, are shown separately starting in 2011. Prior to 2011, additional contributions are combined with the required employer contributions.

In the actuarial valuation additional employer contributions are combined with required contributions and used to reduce computed future required employer contributions.

Actuarial Accrued Liabilities and Valuation Assets As of December 31, 2014

Table 6

Division	Actuarial Accrued Liability	Valuation Assets ¹	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
01 - AFSCME				
Active Employees	\$ 664,810	\$ 434,999	65.4%	\$ 229,811
Vested Former Employees	0	0	0.0%	0
Retirees And Beneficiaries	1,157,869	1,157,869	100.0%	0
Pending Refunds	0	0	0.0%	0
Total	\$ 1,822,679	\$ 1,592,868	87.4%	\$ 229,811
02 - Pol FOP				
Active Employees	\$ 645,145	\$ 120,715	18.7%	\$ 524,430
Vested Former Employees	70,484	70,484	100.0%	0
Retirees And Beneficiaries	964,807	964,807	100.0%	0
Pending Refunds	2,224	2,224	100.0%	0
Total	\$ 1,682,660	\$ 1,158,230	68.8%	\$ 524,430
10 - Sprvrs				
Active Employees	\$ 0	\$ 0	0.0%	\$ 0
Vested Former Employees	0	0	0.0%	0
Retirees And Beneficiaries	5,152,171	4,906,270	95.2%	245,901
Pending Refunds	0	0	0.0%	0
Total	\$ 5,152,171	\$ 4,906,270	95.2%	\$ 245,901
Total Municipality				
Active Employees	\$ 1,309,955	\$ 555,714	42.4%	\$ 754,241
Vested Former Employees	70,484	70,484	100.0%	0
Retirees and Beneficiaries	7,274,847	7,028,946	96.6%	245,901
Pending Refunds	2,224	2,224	100.0%	0
Total Participants	\$ 8,657,510	\$ 7,657,368	88.4%	\$ 1,000,142

¹ Includes both employer and employee assets.

Please see the Comments on the Investment Markets.

See the MERS Fiscal Responsibility Policy on the MERS website at:

http://www.mersofmich.com/Portals/0/Assets/PageResources/MERS/PlanDocument/Pension/sec_43c.pdf.

Actuarial Accrued Liabilities - Comparative Schedule

Table 7

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2000	\$ 5,952,558	\$ 6,195,152	104%	\$ (242,593)
2001	6,322,161	6,448,199	102%	(126,038)
2002	6,789,520	6,344,717	93%	444,803
2003	6,934,536	6,503,853	94%	430,683
2004	7,570,708	6,653,737	88%	916,971
2005	7,576,107	6,813,379	90%	762,728
2006	8,013,556	7,146,449	89%	867,107
2007	8,092,795	7,493,467	93%	599,328
2008	8,140,864	7,655,230	94%	485,634
2009	8,337,631	7,821,234	94%	516,397
2010	8,532,967	7,924,796	93%	608,171
2011	8,597,380	7,829,897	91%	767,483
2012	8,184,102	7,719,776	94%	464,326
2013	8,235,676	7,711,987	94%	523,689
2014	8,657,510	7,657,368	88%	1,000,142

Notes: Actuarial assumptions were revised for the 2000, 2004, 2008, 2009, 2010, 2011, and 2012 actuarial valuations.

Division 01 - AFSCME

Table 8-01: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2004	\$ 1,366,299	\$ 1,200,812	88%	\$ 165,487
2005	1,386,394	1,283,812	93%	102,582
2006	1,485,171	1,385,904	93%	99,267
2007	1,569,442	1,490,370	95%	79,072
2008	1,603,493	1,542,508	96%	60,985
2009	1,715,180	1,576,164	92%	139,016
2010	1,736,708	1,574,133	91%	162,575
2011	1,755,979	1,577,034	90%	178,945
2012	1,740,956	1,563,818	90%	177,138
2013	1,758,360	1,579,950	90%	178,410
2014	1,822,679	1,592,868	87%	229,811

Notes: Actuarial assumptions were revised for the 2004, 2008, 2009, 2010, 2011, and 2012 actuarial valuations.

Table 9-01: Required Employer Contributions - Comparative Schedule

Valuation Date December 31	Active Employees		Required Employer Contribution ¹	Employee Contribution Rate ²
	Number	Annual Payroll		
2004	6	\$ 269,805	9.00%	2.00%
2005	6	260,175	\$ 1,730	2.00%
2006	5	210,985	\$ 1,511	2.00%
2007	4	182,096	\$ 1,099	2.00%
2008	4	183,115	\$ 1,257	2.00%
2009	3	135,983	\$ 1,562	2.00%
2010	3	137,886	\$ 1,793	2.00%
2011	3	137,139	\$ 2,072	2.00%
2012	3	137,577	\$ 2,259	2.00%
2013	3	139,994	\$ 2,607	2.00%
2014	2	108,915	\$ 3,833	2.00%

¹ For open divisions, a percent of pay contribution is shown. For closed divisions, a monthly dollar contribution is shown.

² For employee contribution rates that are not flat percentages, the rate shown is a weighted average flat employee contribution rate. For each valuation year, the required employer contribution is based on the employee rate. If the employee rate changes during the applicable fiscal year, the required employer contribution will be adjusted.

Division 02 - Pol FOP

Table 8-02: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2004	\$ 1,154,685	\$ 1,014,829	88%	\$ 139,856
2005	1,207,078	1,038,731	86%	168,347
2006	1,236,688	1,003,953	81%	232,735
2007	1,233,201	1,065,577	86%	167,624
2008	1,303,814	1,096,857	84%	206,957
2009	1,302,013	1,128,957	87%	173,056
2010	1,470,272	1,176,568	80%	293,704
2011	1,511,664	1,156,988	77%	354,676
2012	1,545,374	1,133,808	73%	411,566
2013	1,536,562	1,130,512	74%	406,050
2014	1,682,660	1,158,230	69%	524,430

Notes: Actuarial assumptions were revised for the 2004, 2008, 2009, 2010, 2011, and 2012 actuarial valuations.

Table 9-02: Required Employer Contributions - Comparative Schedule

Valuation Date December 31	Active Employees		Required Employer Contribution ¹	Employee Contribution Rate ²
	Number	Annual Payroll		
2004	7	\$ 363,141	10.47%	2.50%
2005	7	369,604	10.33%	2.50%
2006	6	348,266	10.75%	2.50%
2007	6	340,792	9.87%	2.50%
2008	6	351,407	11.05%	2.50%
2009	5	289,944	11.10%	2.50%
2010	4	247,521	14.57%	2.50%
2011	4	252,140	15.80%	2.50%
2012	4	249,811	17.99%	2.50%
2013	4	210,810	19.87%	2.50%
2014	6	366,483	16.47%	2.50%

¹ For open divisions, a percent of pay contribution is shown. For closed divisions, a monthly dollar contribution is shown.

² For employee contribution rates that are not flat percentages, the rate shown is a weighted average flat employee contribution rate. For each valuation year, the required employer contribution is based on the employee rate. If the employee rate changes during the applicable fiscal year, the required employer contribution will be adjusted.

Division 10 - Sprvrs

Table 8-10: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2004	\$ 5,049,724	\$ 4,438,096	88%	\$ 611,628
2005	4,982,635	4,490,836	90%	491,799
2006	5,291,697	4,756,592	90%	535,105
2007	5,290,152	4,937,520	93%	352,632
2008	5,233,557	5,015,865	96%	217,692
2009	5,320,438	5,116,113	96%	204,325
2010	5,325,987	5,174,095	97%	151,892
2011	5,329,737	5,095,875	96%	233,862
2012	4,897,772	5,022,150	103%	(124,378)
2013	4,940,754	5,001,525	101%	(60,771)
2014	5,152,171	4,906,270	95%	245,901

Notes: Actuarial assumptions were revised for the 2004, 2008, 2009, 2010, 2011, and 2012 actuarial valuations.

Table 9-10: Required Employer Contributions - Comparative Schedule

Valuation Date December 31	Active Employees		Required Employer Contribution ¹	Employee Contribution Rate ²
	Number	Annual Payroll		
2004	3	\$ 180,245	22.76%	4.00%
2005	3	169,689	\$ 3,553	4.00%
2006	3	187,246	\$ 4,449	4.00%
2007	3	188,468	\$ 3,087	4.00%
2008	3	186,846	\$ 2,630	4.00%
2009	3	183,159	\$ 2,415	4.00%
2010	3	186,680	\$ 2,106	4.00%
2011	3	179,431	\$ 2,944	4.00%
2012	3	186,142	\$ 0	4.00%
2013	2	124,816	\$ 0	4.00%
2014	0	0	\$ 4,321	0.00%

¹ For open divisions, a percent of pay contribution is shown. For closed divisions, a monthly dollar contribution is shown.

² For employee contribution rates that are not flat percentages, the rate shown is a weighted average flat employee contribution rate. For each valuation year, the required employer contribution is based on the employee rate. If the employee rate changes during the applicable fiscal year, the required employer contribution will be adjusted.

GASB 68 Information

The following information has been prepared to provide some of the information necessary to complete GASB Statement No. 68 disclosures. Statement 68 is effective for fiscal years beginning after June 15, 2014. Additional resources, including an Implementation Guide, are available at www.mersofmich.com.

Actuarial Valuation Date:	12/31/2014
Measurement Date of Total Pension Liability (TPL):	12/31/2014

At 12/31/2014, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits:	20
Inactive employees entitled to but not yet receiving benefits:	1
Active employees:	<u>8</u>
	29

Covered employee payroll: (Needed for Required Supplementary Information)	\$	475,398
Total Pension Liability as of 12/31/2013 measurement date:	\$	8,335,063
Total Pension Liability as of 12/31/2014 measurement date:	\$	8,462,395
Service Cost for the year ending on the 12/31/2014 measurement date:	\$	45,819

Change in the Total Pension Liability due to:

- Benefit changes ¹ :	\$	0
- Differences between expected and actual experience ² :	\$	0
- Changes in assumptions ² :	\$	0

Average expected remaining service lives of all employees (active and inactive): 2

¹ A change in liability due to benefit changes is immediately recognized when calculating pension expense for the year.

² Changes in liability due to differences between actual and expected experience, and changes in assumptions, are recognized in pension expense over the average remaining service lives of all employees.

Sensitivity of the Net Pension Liability to changes in the discount rate:

	1% Decrease <u>(7.25%)</u>	Current Discount Rate <u>(8.25%)</u>	1% Increase <u>(9.25%)</u>
Change in Net Pension Liability as of 12/31/2014:	\$ 828,800	-	\$ (709,923)

Note: The current discount rate shown for GASB 68 purposes is higher than the MERS assumed rate of return. This is because for GASB 68 purposes, the discount rate must be gross of administrative expenses, whereas for funding purposes it is net of administrative expenses.

Benefit Provision History

The following benefit provision history is provided by MERS. Any corrections to this history or discrepancies between this information and information displayed elsewhere in the valuation report should be reported to MERS. All provisions are listed by date of adoption.

01 - AFSCME

7/1/2004	Benefit F55 (With 30 Years of Service)
7/1/2004	Member Contribution Rate 2.00%
7/1/1997	DC Adoption Date 07-01-1997
7/1/1994	Benefit B-2
7/1/1991	Benefit B-1
7/1/1988	Member Contribution Rate 0.00%
12/10/1970	Covered by Act 88
7/1/1970	Benefit C-1 (Old)
7/1/1966	Benefit FAC-5 (5 Year Final Average Compensation)
7/1/1966	10 Year Vesting
7/1/1966	Benefit C (Old)
7/1/1966	Member Contribution Rate 3.00% Under \$4,200.00 - Then 5.00%
	Fiscal Month - July

02 - Pol FOP

1/1/2001	Benefit B-4 (80% max)
1/1/2001	Benefit F55 (With 25 Years of Service)
1/1/2001	Member Contribution Rate 2.50%
7/1/1991	Benefit B-3 (80% max)
7/1/1988	Member Contribution Rate 0.00%
12/10/1970	Covered by Act 88
7/1/1970	Benefit C-1 (Old)
7/1/1966	Benefit FAC-5 (5 Year Final Average Compensation)
7/1/1966	10 Year Vesting
7/1/1966	Benefit C (Old)
7/1/1966	Member Contribution Rate 3.00% Under \$4,200.00 - Then 5.00%
	Fiscal Month - July

10 - Sprvsrs

7/1/1997	DC Adoption Date 07-01-1997
1/1/1992	E2 2.5% COLA for future retirees (07/01/1991)
1/1/1992	E1 2.5% COLA for past retirees (07/01/1991)
7/1/1991	Benefit FAC-3 (3 Year Final Average Compensation)
7/1/1991	Benefit B-4 (80% max)
7/1/1991	Member Contribution Rate 4.00%
7/1/1988	Benefit FAC-5 (5 Year Final Average Compensation)
7/1/1988	10 Year Vesting
7/1/1988	Benefit C-1 (Old)
7/1/1988	Benefit F50 (With 25 Years of Service)
7/1/1988	Member Contribution Rate 1.00%

10 - Sprvsrs

12/10/1970 Covered by Act 88
Fiscal Month - July

Plan Provisions, Actuarial Assumptions, and Actuarial Funding Method

Details on MERS plan provisions, actuarial assumptions, and actuarial methodology can be found in the [Appendix](#). Some actuarial assumptions are specific to this municipality and its divisions. These are listed below.

Increase in Final Average Compensation

Division	FAC Increase Assumption
All Divisions	1.00%

Withdrawal Rate Scaling Factor

Division	Withdrawal Rate Scaling Factor
All Divisions	100%

Miscellaneous and Technical Assumptions

Loads – None.

Amortization Policy for Closed Divisions

Closed Division	Amortization Option
All Closed Divisions	Option A



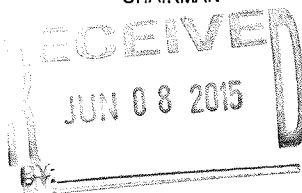
RICK SNYDER
GOVERNOR

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

MIKE ZIMMER
ACTING DIRECTOR

June 1, 2015

City Clerk
Swartz Creek City
8083 Civic Drive
Swartz Creek, Michigan 48473



The purpose of this letter is to notify this local legislative body that the Michigan Liquor Control Commission has received an application for a license, as follows:

Request ID#: 772315

New: SDM license

Name of applicant(s): Khodal Inc

Business address and phone: 9061 Miller, Suite 15, Swartz Creek, Michigan 48473. 810-630-6743

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit. The Michigan Liquor Control Code does not require the approval of this request by the local unit of government.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor.

Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011



[License Search Home](#) [Alphabetical Listing](#)
[STATE LICENSE SEARCH](#) > [ALPHABETICAL LISTING](#)

Specially Designated Merchant License

The [Michigan Liquor Control Commission \(MLCC\)](#) exercises complete control of the alcoholic beverage traffic in Michigan. The MLCC Licensing Division is responsible for processing retail, wholesale and manufacturing license applications and issuing those licenses approved by the MLCC Commissioners. The MLCC Licensing Division is also responsible for processing the subsequent renewals of the retail, wholesale, and manufacturing licenses.

The MLCC Commissioners are appointed by the Governor, with the advice and consent of the Michigan Senate. Of the five members, no more than three can be of the same political party. The Commissioners' terms of office are for four years with rotating expiration dates. Two of the Commissioners (one Democrat and one Republican) serve as Hearing Commissioners and conduct hearings on violations of the Michigan Liquor Control Code of 1998 (Code) and Administrative Rules of the MLCC (Rules). The remaining three Commissioners are designated as the Administrative Commissioners and are responsible for administering the provisions of the Code and Rules in the areas of licensing, enforcement, purchasing, merchandising, and distribution.

New! Renewals for these tasks are accessible through the [Michigan Business One Stop](#) portal.

A. NAME OF LICENSE OR APPROVAL:

Specially Designated Merchant License

B. STATUTORY AUTHORITY:

[Constitution of Michigan of 1963 \(Excerpt\)](#)

[Michigan Liquor Control Code of 1998, Public Act 58 of 1998, as amended](#)

C. APPLICABLE REGULATION:

[Michigan Administrative Code Implemented by the Michigan Liquor Control Commission](#)

General Rules (R 436.1001 - 436.1063)

Licensing Qualifications, (R 436.1101 - 436.1151)

On-Premises Licenses (R 436.1401 - 436.1438)

Hearings and Appeals Practice Rules (R 436.1901 - 436.1935)

Church or School Hearings (R 436.1951 - 436.1953)

Financial Responsibility (R 436.2001 - 436.2021)

D. SUMMARY OF LICENSE/APPROVAL PROCESS:

1. Applicability (activities that require the license)

A Specially Designated Merchant (SDM) license is required for an establishment located in Michigan to sell beer or wine or both for consumption off the licensed premises. The types of businesses that generally have SDM licenses are grocery stores, drug stores, or convenience food stores. An SDM license may also be held in conjunction with a Specially Designated Distributor (SDD) license, Class C license, Class B-Hotel license, Class A-Hotel license, Club license, or Tavern license.

2. Pre-Application Requirements

Specially Designated Merchant (SDM) licenses are not subject to any quota established by the Michigan Liquor Control Code of 1998. However, the Specially Designated Distributor (SDD) license, Class C license, Class B-Hotel license, Class A-Hotel license, or Tavern license that may be held in conjunction with the SDM license are subject to a quota established by the Michigan Liquor Control Code of 1998 and may not be available for issuance in the city, village, or township where the establishment is located.

In order to obtain an SDM license, an approved type of business must be operating or propose to be operating at the establishment to be licensed. The following are approved types of businesses:

- o A grocery store.
- o A convenience food store.
- o A food specialty store.
- o A meat market.
- o A delicatessen.
- o A drugstore.
- o A patent medicine store.
- o A tobacconist that does not have motor vehicle fuel pumps.
- o A department store that includes 1 or more of the stores listed above.
- o A Specially Designated Distributor (SDD).
- o A Class C.
- o A Class B-Hotel.
- o A Club.

- o A Tavern.
- o A Class A-Hotel.

3. Application Submission Requirements

Completed and executed Application for New Licenses or Application of Buyers for Transfer of Ownership or Interest in License ([LC-687](#)) in the name of the applicant individual, applicant corporation, applicant limited liability company, applicant general partner, and/or applicant general partner of a limited partnership.

Completed and executed Individual Stockholder, Limited Liability Member or Corporate Stockholder Questionnaire ([LC-621](#)) for each individual, corporation, and/or limited liability company that is a stockholder of the applicant corporation or member of the applicant limited liability company holding 10% or more interest in the applicant corporation or applicant limited liability company.

Completed and executed Limited Partners, Stockholders, or Members Statement ([LC-38](#)) form for any individual, corporation, limited liability company, general partner, or limited partner holding less than 10% interest in an applicant corporation, applicant limited liability company or applicant limited partnership.

Copy of filed Articles of Incorporation for an applicant corporation and filed Articles of Organization and Operating Agreement for an applicant limited liability company and any amendments. If the corporation or limited liability is incorporated or organized outside the state of Michigan, a Certificate of Good Standing from the state of incorporation and a copy of the filed Application for Certificate of Authority to Transact Business or Conduct Affairs in Michigan ([form BCS/CD-560](#)) must be submitted.

Copy of filed Certificate of Limited Partnership and copy of Limited Partnership agreement for an applicant limited partnership. If the limited partnership is formed outside the state of Michigan, a copy of the filed Application for Certificate of Authority to Transact Business in Michigan ([form BCS/CD-4110](#)) must be submitted.

Copy of Lease, Option to Lease, Purchase Agreement, or Warranty Deed for the establishment to be licensed.

Inspection fees of \$70.00 for each new license type requested and/or each new license type being transferred must be submitted. If you are applying for a Class B-Hotel license and a Specially Designated Merchant license the inspection fees would be \$140.00. If you are applying for a Specially Designated Merchant license only the inspection fees would be \$70.00. Please make your check or money order payable to the STATE OF MICHIGAN.

4. Procedures and Time-Frame for Obtaining Permit or Approval

The application is submitted to the Michigan Liquor Control Commission, 7150 Harris Drive, PO Box 30005, Lansing, Michigan 48909. Upon receipt of the application, the MLCC Licensing Division reviews the forms, filings, and agreements for the applicant's specific type of business ownership, real estate documents (copy of lease, option to lease, purchase agreement, land contract, or warranty deed), and a non-refundable inspection fees of \$70 for each license requested. The application is generally reviewed within 5 business days from when it was received. Based upon the review, the MLCC Licensing Division forwards a Notice of Deficiency to the applicant indicating additional forms, documents, and/or fees, if any, required to proceed with the application. No further action is taken on the application until all the required forms, documents, and fees are received in the MLCC Lansing office.

Upon receipt of all required forms, documents, and fees the MLCC Licensing Division authorizes the application for investigation. The application file is generally authorized for investigation within 5 to 7 business days after all the required forms, documents, and fees are received. The application file is then forwarded to the MLCC Enforcement Division District Office where it is assigned to an Enforcement

investigator. Upon receipt of the application file, the investigator contacts the applicant and advises them of the documentation necessary to be provided for review. The Enforcement investigator generally contacts the applicant within 3 to 5 business days from the receipt of the assigned application file. The Enforcement investigator also contacts the current licensee if the application is to transfer ownership of an existing Specially Designated Merchant license and advises the current licensee of the documentation necessary to be provided for review. When the applicant and the current licensee have gathered the requested documentation, the Enforcement investigator is contacted to schedule an appointment to conduct the investigation. The Enforcement investigator also releases forms and fingerprint cards to the local law enforcement agency. The local law enforcement agency's investigation is independent of the MLCC investigation. It is the responsibility of the applicant to follow-up with the local law enforcement agency to ensure compliance with all local requirements. The local law enforcement agency forwards its recommendations directly to the Lansing office of the MLCC.

The investigation conducted by the MLCC Enforcement investigator covers a variety of areas including but not limited to business ownership structure; background of individuals; projected cost of the project/transaction; source of finances, including source of any money lender's finances; present ownership verification; and physical inspection of the establishment, if the physical premises is built and available for inspection.

Upon completion of the investigation, the MLCC Enforcement investigator will prepare and submit a preliminary investigation report to the MLCC Enforcement supervisor for review. Upon review and determination by the Enforcement supervisor that the investigation report is complete, the application file is returned to the MLCC Licensing Division in Lansing for further processing.

Upon receipt of the investigation report from the MLCC Enforcement Division, and the Police Investigation Report and fingerprint cards, if required, from the local law enforcement agency, the completed application file is prepared for review and consideration by the MLCC Administrative Commissioners at a regularly scheduled Licensing Meeting. The MLCC Administrative Commissioners review the information provided in the application files to determine whether the application should be approved, denied, or held for further information. The MLCC Administrative Commissioners advise the Licensing Division of their decision at the regularly scheduled Licensing Meeting.

The MLCC Licensing Division then prepares an Order based upon the decision of the MLCC Administrative Commissioners. The applicant is advised of the decisions of the MLCC Administrative Commissioners as follows:

- o If approved a Fee Statement letter or Checklist is prepared requesting the forms, documents and fees required to complete the application.
- o If denied a Notice of Denial together with the MLCC Order advising of the basis of the denial and the right to an appeal hearing is sent to the applicant.

The applicant, if approved, then completes and returns all requested forms, documents and fees to the MLCC Lansing office. This includes proceeding with plans to purchase or lease property, complete the purchase of the existing Specially Designated Merchant licensed business, and/or complete any required inspections of the proposed licensed establishment by the MLCC Enforcement Division, the local law enforcement agency, and/or the local governmental body.

The applicant, if denied, determines whether to request an appeal of the denial of the licensing application. The request for a hearing must be received in the MLCC Lansing office within 20 days from the date of the mailing of the decision of the denial. Appeal hearings of licensing decisions are generally held in the MLCC Lansing office on Tuesdays and in the MLCC Farmington office on Thursdays.

5. Operational Requirements

The license must be renewed each year by May 1. The license is effective May 1 through April 30. The

license is generally renewed upon application and payment of the renewal fee, unless there is a hold on the renewal of the license for violations, objection to renewal by the Michigan Department of Treasury, dissolution of the licensed corporation, and other such things which would prevent the timely renewal of the license. If the reason for the hold on the renewal of the license is not resolved by May 1, the sale of alcoholic beverages must cease until the reason for the hold is resolved and the license is renewed. The license renewal fee is the same as the license fee. **License or renewal fees are not prorated.**

A licensee must maintain proof of financial responsibility on file with the MLCC in the amount of at least \$50,000 for security for liability (Dram Shop liability) for an individual who suffers damage or who is personally injured by a person under the age of 21 or a visibly intoxicated person by reason of the unlawful selling, giving or furnishing of alcoholic liquor to the person under 21 years of age or the visibly intoxicated person. The method most often used by licensees to meet this requirement is the purchase of a liquor liability insurance policy worth at least \$50,000. Other acceptable means of complying with this requirement include depositing \$50,000 in cash with the MLCC or obtaining an irrevocable letter of credit which is pledged to the State of Michigan as first claimant.

A licensee is prohibited from selling alcoholic beverages between the hours of 2:00 a.m. and 7:00 a.m. of any day and 2:00 a.m. and 12 noon on Sundays. Pursuant to the Michigan Liquor Control Code of 1998, 12 Noon on Sunday is considered 12 Noon on Sunday, EST, for any licensee located in the central time zone. Beer and wine may be sold after noon on Sundays without a Sunday Sales Permit unless prohibited by the county or local government.

A sale or purchase of alcoholic beverages shall be for cash only except for a customer's charge account with a Specially Designated Merchant who is not a holder of a license authorizing the sale of alcoholic beverages for consumption on the premises; the sale to an industrial account if the extension of credit does not exceed 30 days; or a sale to a person holding an authorized credit card from a credit card agency.

A licensee must obtain approval from the MLCC to transfer the license or an interest in the license from one person to another. This includes the transfer or issuance of stock in a corporation; the transfer or assignment of a membership interest in limited liability company; and/or the transfer or assignment of a partnership interest, including the adding or dropping of partners.

A privately held licensed corporation must immediately notify the MLCC, in writing, of changes made in its officers or directors or of amendments made to the articles of incorporation.

A limited liability company shall immediately notify the MLCC, in writing, of changes made in its managers or assignees or of amendments made to the articles of organization, operating agreement, or by-laws.

A licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances.

A licensee shall maintain accurate records of purchases and sales of alcoholic beverages for a 4-year period of time. A licensee shall maintain records sufficient to determine ownership of the licensed business and to whom the profits or losses of the business accrue for a 4-year period of time.

A licensee shall make the licensed premises available for inspection and search by an MLCC investigator or law enforcement officer during regular business hours or when the licensed premises are occupied by the licensee or a clerk, servant, agent, or employee of the licensee.

A licensee shall sign and frame under transparent material the license(s) and permit document issued by the MLCC. A licensee shall prominently display the license(s) and permit document in the licensed premises.

A licensee shall **not** directly, individually, or by a clerk, agent, or servant sell, furnish, or give alcoholic beverages to a person under the age of 21.

A licensee shall **not** directly or indirectly, individually, or by a clerk, agent, or servant sell, furnish, or give alcoholic beverages to a person who is visibly intoxicated.

A licensee shall **not** obtain the license for the use and benefit of a person whose name does not appear on the license.

A licensee shall **not** lease, sell, or transfer possession of the licensed premises without the prior written approval of the MLCC.

A license shall **not** add or drop any space from the physical structure of the licensed premises without prior approval of the MLCC.

A licensee shall **not** close the licensed business for more than 30 days without returning the license to the Lansing office of the MLCC to be placed into escrow.

A licensee shall **not** participate in or sponsor any contest that requires the use or consumption of alcoholic beverages or features alcoholic beverages as a prize in connection with a contest.

An off-premises licensee who is not licensed as an on-premises licensee shall **not** have any open containers of alcoholic beverages on the licensed premises unless it is a defective or sample bottle or can; a returnable container returned by a customer of the off-premises licensee for a refund of the deposit on the container; or an off premises licensee has obtained approval from the MLCC for open alcoholic beverages used in the preparation of bakery or deli items by the employees of the off-premises licensee.

An off-premises licensee shall **not** change the nature of the business for which the off-premises license was issued without the prior approval of the MLCC.

A licensee or the clerk, servant, agent, or employee of the licensee shall **not** make payment to the MLCC or the State of Michigan by any means that will be dishonored by a financial institution for lack of sufficient funds or for any other reason.

A licensee shall **not** give away any alcoholic beverages at any time in connection with the licensed business.

6. Fees

\$70 Inspection Fee

\$100 License Fee

7. Appeal Process

If a license application is denied, the aggrieved license applicant may request an appeal hearing. This request must be made in writing to the Lansing office of the MLCC at 7150 Harris Drive, PO Box 30005, Lansing, MI 48909 within 20 days from the date of the mailing of the decision of denial.

The Hearings and Appeals Section of the Executive Services Division will notify the applicant of the day, date, and time of the scheduled appeal hearing. Appeal hearings of licensing decisions are generally held in the MLCC Lansing office on Tuesdays and in the MLCC Farmington office on Thursdays.

8. Public Input Opportunities

The MLCC also considers the opinions of the local residents at the time of review and consideration of the completed application.

E. Contact Information:

[Contact Us](#)

Creation/Revision Date:

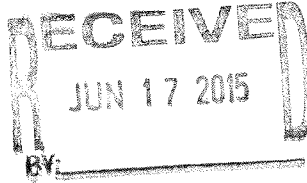
October 12, 2010

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Bench Donation



June 15, 2015

To Whom It May Concern:

Working with the Parks&Recreation Dept., Beta Sigma Phi Sorority would like to donate a park bench to be placed in Elms Rd. Park near Pavilion #2. The bench is in memory of our sorority sister Bonnie Rodgers who passed away last July, 2014. Bonnie was instrumental in reserving Pavilion #2 for our sorority picnic in August for over 20 years. Bonnie was blind, but she didn't let that stop her from being very active in our sorority, and she never missed a picnic.

Enclosed is a picture of the bench we are considering! It will read; BONNIE RODGERS - JULY 15, 2014 - BETA SIGMA PHI SORORITY.

THANK YOU for your consideration.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Anita Weber".

Anita Weber

People who purchased this, also purchased:



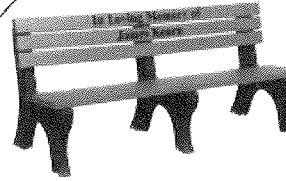
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STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-17792

- Consumers Energy Company seeks biennial review and approval of its amended Renewable Energy Plan in compliance with Public Act 295 of 2008 and the Michigan Public Service Commission's (Commission) December 4, 2008 Commission Order in Case No. U-15800 and the January 27, 2015 Commission Order in Case No. U-17792 and Commission orders in Case Nos. U-16543, U-16581, U-17301 and U-17752.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A public hearing will be held:

DATE/TIME: **Tuesday, June 30, 2015, at 9:00 a.m.**
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge **Mark E. Cummins**

LOCATION: Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, Michigan

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8000 in advance to request mobility, visual

amount of Renewable Energy Credits (REC) expected to be available based on actual production of the applicable generators; c) modify the amount of solar capacity expected to be installed under the Experimental Advanced Renewable Program Solar (“EARP-Solar”) Program from 6.0 MW to 7.0 MW; d) propose combining the previously approved utility-owned solar demonstration project with the Company’s Solar Gardens project; and e) adjust the renewable surcharge rates as necessary to maintain a minimum regulatory liability of approximately zero throughout the RE Plan period.

All documents filed in this case shall be submitted electronically through the Commission’s E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by June 23, 2015. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy’s Legal Department – Regulatory Group, One Energy Plaza, Jackson, Michigan 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission’s website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Michigan Administrative Hearing System’s Administrative Hearing Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy’s application may be reviewed on the Commission’s website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; 2008 PA 295, MCL 460.1001 et seq.; and the Michigan Administrative Hearing System’s Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

1044-E

Great Lakes Water Authority OKs lease of Detroit system

By John Wisely and Joe Guillen , Detroit Free Press 10:13 a.m. EDT June 12, 2015



(Photo: Detroit Free Press file photo)

An historic new regional water authority serving more than 4 million customers in southeast Michigan was formalized this morning.

The Great Lakes Water Authority board voted 5-1 in favor of a resolution approving long-term leases of sewer and water assets owned by the Detroit Water and Sewerage Department at its meeting this morning.

Related: [Friday vote could finalize new regional water authority \(/story/news/local/michigan/2015/06/10/friday-vote-finalize-new-regional-water-authority/71047408/\)](http://www.freep.com/story/news/local/michigan/2015/06/10/friday-vote-finalize-new-regional-water-authority/71047408/)

Approval of the 40-year leases gives the authority control over a system that has been city-run for 180 years.

The authority was created last year as part of Detroit's bankruptcy restructuring. Today's vote came days before a deadline to finalize the deal. A no vote today would have dissolved the regional authority.

Getting to this point had been contentious at times. Early on, Oakland, Wayne and Macomb counties voiced concern over the amount of information they were receiving as to how the arrangement would work, among other issue. However, Macomb County had been the mainstay vocal opponent to the deal.

Brian Baker, Macomb County's representative on the board, voted against approving the lease.

Baker raised concerns about costs associated with Detroit's unpaid water bills and whether the new regional operation will end up saving the suburbs money.

"At the end of the day, the certainties are only negative. We're paying more with too little say," he said. "A bad deal does not help the region."

Gary Brown, one of Detroit's two board members, said he disagreed with Baker's assessment.

"There was never any intent to shift costs to any community and I think this lease has done an outstanding job in ensuring every community, including Detroit, will be responsible for collections and pulling their own weight," Brown said.

The vote was held at Waterworks Park because it could accommodate more people than a board room at the water department building downtown. Five out of six votes on the authority's board were required for the lease to be approved.

Under the deal, suburban leaders expect to have a stronger voice in setting water rates for their residents. The city of Detroit will receive \$50 million annual lease payments to help fix its aging infrastructure. In addition, a water assistance fund, expected to be about \$4 million the first year, will be created to help those who are struggling to pay for water regionwide.

Here is what ratepayers throughout the region need to know about the new water authority:

Question: How will rates be affected?

Answer: Water system officials have promised to keep revenue increases to 4% or less annually, though rates can rise faster than that as usage declines. The switch is expected to slow future rate increases.

Q: What happens to DWSD?

A: It remains a department of the city with responsibility for managing water and sewage sales to Detroit residents and businesses. The DWSD's work force will shrink from about 1,400 employees to about 500, with 900 shifting to the regional authority, according to Detroit Mayor Mike Duggan's office.

Q: Why is this happening?

A: The deal gives Detroit an annual lease payment of \$50 million and the suburbs, where about 75% of the system customers live, will have more say in the management of the system, including setting rates. The authority was created to help ease the cost of debt and operating the water system as part of Detroit's bankruptcy restructuring.

Q: Why was the deal negotiated in private?
City Council Packet

A: As part of Detroit's bankruptcy, the process was handled in mediation, a court-monitored negotiation process. U.S. District Judge Sean Cox placed a gag order on the proceedings to promote candid discussions.

Q: What will Detroit do with the \$50 million annual payments?

A: The money must be used on water and sewer system improvements within the city limits such as fixing leaking pipes and upgrading plants, including those which serve the entire system. The money cannot be diverted to the city's general fund for things like police, fire and ambulance service.

Q: How do the suburbs have a stronger voice in water operations?

A: Wayne, Oakland and Macomb counties each have a seat on the six-member board that will run the Great Lakes Water Authority. A fourth member appointed by the governor represents other counties that use the system like Genesee, Washtenaw and Monroe. Major decisions, such as setting the budget and issuing debt, require five out of six votes on the board.

Q: What is the advantage to the GLWA over the DWSD?

A: By separating from the cash-strapped city, the new authority expects to earn a better bond rating, which translates into lower borrowing costs. The regional approach could reduce disputes over rates.

Q: What happens to Highland Park's \$25-million debt to the DWSD?

A: As of right now, the debt will likely be spread out over all suburban communities. The system is suing to collect. That case is pending.

Q: How does this affect Detroit's water shutoffs?

A: Probably not much. The city will continue to be responsible for any unpaid bills within the city limits and will likely use shutoffs as a way to force payment. The creation of the regional water assistance fund, however, should help some avoid shutoffs.

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SALLY BEAUTY

May FANG Report

To all,

Please see below for the May 2015 monthly activity report:

On 5-1-15, Clandestine lab trained FANG officers responded to Lapeer County to assist the Thumb Narcotics Unit with the dismantling of a methamphetamine lab.

On 5-4-15, Clandestine lab trained FANG officers responded to St. Clair County to assist the St. Clair County Drug task force with the dismantling of a methamphetamine lab.

On 5-4-15, FANG Officers conducted a controlled purchase of "Crack" using a Confidential Informant (CI). Officers conducted surveillance as the CI went to a motel in the City of Flint and purchased "crack" from a male inside. Intelligence was gathered on the motel room and suspect.

On 5-5-15, Clandestine lab trained FANG officers responded to a motel in Flint Township. A fire resulted from a Clandestine lab inside one of the rooms. FANG officers dismantled the methamphetamine lab. The investigation is still on going.

On 5-6-15, FANG officers executed a search warrant at a motel room in the City of Flint. A small amount of cocaine was seized from the room. The suspect was not in the room at the time of the search warrant. The investigation is still on going.

On 5-7-15, FANG officers conducted an undercover prostitution sting at a residence in Mt. Morris Township. The prostitution sting led to a consent search of the home. Approximately .5 grams of heroin were seized from the home. A male and two females were arrested. The investigation is still on going.

On 5-13-15, FANG officers assisted the Major Crime Unit by locating a wanted Fugitive at a residence in Grand Blanc Township. It turned into a barricade situation and the MSP ES Team was called in. The subject, who was also wanted for a recent Homicide, eventually surrendered.

On 5-13-15, Clandestine lab trained FANG officers responded to St. Clair County to assist the St. Clair County Drug task force with the dismantling of a methamphetamine lab.

On 5-14-15, FANG Officers were conducting surveillance on a known drug dealer in the City of Flint. A traffic stop was later conducted and 2 prescription pills were seized. A male and female were both released pending further investigation.

On 5-14-15, Clandestine lab trained FANG officers responded to Iosco County to assist the STING Drug task force with the dismantling of a methamphetamine lab.

On 5-14-15, FANG officers investigated a possible Marijuana grow operation in the City of Burton. The homeowner was cooperative with FANG officers and was determined to be conducting a legal medical marijuana grow operation.

On 5-16-15, Clandestine lab trained FANG officers responded to St. Clair County to assist the St. Clair County Drug task force with the dismantling of a methamphetamine lab.

On 5-18-15, FANG Officers conducted a controlled purchase of "crack" cocaine using a Confidential Informant (CI). Officers conducted surveillance as the CI went to a residence in the City of Flint and purchased "crack" cocaine from a male inside. Intelligence was gathered on the residence and suspect.

On 5-18-15, FANG officers responded to Port Huron to assist Port Huron P.D. with the package and transport of methamphetamine hazardous materials to the MSP methamphetamine hazardous materials storage container.

On 5-18-15, FANG officers observed three males walking in the roadway in the city of Flint. One of the males was observed to have the handle of a pistol sticking out of the waistband from the front of his shorts. Officers made contact with the males instructing them to put their hands in the air. The subject with the gun started to put his hands up and then began to move them toward his waist, grabbing the gun pulling it out of his waistband yelling, "It's fake... it's fake!" He then placed the gun on the ground. The other two subjects were both found to be in possession of double edged knives. The gun was found to be a Crossman airsoft pistol. The subject with the airsoft pistol was a juvenile and turned over to his mother.

On 5-19-15, FANG officers conducted a controlled purchase of crack from a subject in a parking lot of a fast food restaurant in the city of Flint. The investigation is on-going.

On 5-19-15, FANG officers were conducting surveillance on a residence in the city of Flint after receiving tips that a subject was selling HEROIN from there. Offices verified in LEIN that the suspect did not have a driver's license. Officers observed the suspect drive away from the residence. A traffic stop was conducted by a MSP Trooper. The suspect was found to be in possession of heroin and lodged in the Genesee County Jail.

On 5-20-15, FANG officers received a tip regarding a vehicle driving around with drugs inside a vehicle in the city of Flint. Officers located the vehicle, after observing traffic violations a traffic stop was conducted by a MSP Trooper. 27 grams of powder cocaine and 30 grams of crack cocaine were found in the vehicle. Two subjects were lodged at the Flint City Jail.

On 05-20-15, FANG officers received information on the possible location of 2 stolen vehicles. GAIN was contacted and advised that they were familiar with the 2 vehicles and they were stolen reported to Grand Blanc City P.D. FANG officers also received information the stolen vehicles were involved in a home invasion in the FLINT CITY. FANG officers located one of the stolen vehicles in Burton. FANG and GAIN officers set up surveillance on the vehicle. A traffic stop was initiated when the vehicle left the residence in Burton. These suspects provided officers with the location of the other stolen vehicle in Burton. Officers located this vehicle making contact with the occupant. A consent search of this persons residence revealed property stolen in home invasions in the city of Flint, along with items stolen from vehicles in Mundy Twp., Burton, and items taken from a Flint Police officers personal vehicle while it was parked at Baker College. Three subjects were lodged at the Genesee County Jail with follow-up interviews and subsequent confessions obtained by GAIN.

On 5-20-15, FANG officers conducted a controlled purchase of crack cocaine from a suspect in a residence in Grand Blanc Twp. The investigation is on-going.

On 5-26-15, FANG officers dismantled/packaged and transported methamphetamine components originating from a traffic stop conducted by Troopers from Flint Post. FANG officers assumed the case, conducting interviews of the two arrested subjects that had been lodged at the Genesee County Jail.

On 5-26-15, FANG officers performed a controlled purchase of marijuana from a suspect in the city of Flint. Based on this buy officers obtained and executed a search warrant at the residence on 5-28-15. Officers seized marijuana and packaging materials. Forfeiture proceedings were initiated on \$1445.00.

On 5-26-15, FANG officers performed a controlled purchase of crack cocaine from a suspect in a residence in the city of Flint. The investigation is on-going.

On 5-27-15, FANG officers made contact with several individuals loitering in front of an apartment building in the city of Flint. Officers had received numerous tips this was an area drugs could be purchased easily. Officers located 7 grams of crack packaged for sale near the group. Forfeiture proceedings were initiated on \$1956.00. This money was found on a subject that was also in possession of marijuana packaged for sale. Two subjects were lodged at the Flint City Jail, one on the fresh charges and the other on warrant for assault and battery.

On 5-27-15, FANG officers performed a controlled purchase of crack from a suspect in residence in the city of Flint. The investigation is on-going.

On 5-28-15, FANG officers assisted the Michigan Attorney General - Criminal Division (Internet Crimes Against Children Task Force) with executing a search warrant at residence in the city of Flint. FANG officers made forcible entry into the residence, and secured the occupants. During a search of the occupants one subject was found to be in possession of crack cocaine. FANG officers assumed this drug case. The scene and occupants were then turned over to officers from the Michigan Attorney General's Office reference the original investigation involving child pornography.

On 5-28-15, FANG officers performed a controlled purchase of crack cocaine from a suspect in a residence in the city of Flint. The investigation is on-going.

If anyone has any questions or concerns, please do not hesitate to give me a call.

Pat

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