

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 02/25/2008**

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

Invocation and Pledge of Allegiance to the Flag.

Councilmembers Present: Mayor Abrams, Adams, Mayor Pro-Tem Christie, Hicks, Hurt, Porath, Shumaker.

Councilmembers Absent: None.

Staff Present: City Manager Bueche, City Attorney Bill Delzer, Treasurer/Deputy Clerk Deanna Korth.

Others Present: Jim Grady, Bob Plumb, Tommy Butler, Shirley Burchett, Lou Fleury, Jim Florence, Ron Schultz, Jamie Adams, Steve Shumaker, Robyn Rosenthal.

APPROVAL OF MINUTES

Resolution No. 080225-01 **(Carried)**

Motion by Councilmember Porath
Second by Councilmember Adams

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held February 11, 2008, to be circulated and placed on file.

YES: Adams, Christie, Hicks, Hurt, Porath, Shumaker, Abrams.
NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 080225-02 **(Carried)**

Motion by Mayor Pro-Tem Christie
Second by Councilmember Hicks

I Move the Swartz Creek City Council approve the Agenda as presented for the Regular Council Meeting of February 25, 2008 to be circulated and placed on file.

YES: Christie, Hicks, Hurt, Porath, Shumaker, Abrams, Adams.
NO: None. Motion declared carried.

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 080225-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the City Manager's Report of February 25, 2008, to be circulated and placed on file.

Discussion Took Place.

YES: Hicks, Hurt, Porath, Shumaker, Abrams, Adams, Christie.
NO: None. Motion declared carried.

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

MEETING OPENED TO THE PUBLIC:

None.

COUNCIL BUSINESS:

Presentation, Jim Grady (Patriot Ambulance) and Mr. Schwartz (Swartz Ambulance), County EMS Ordinance.

Discussion Took Place.

Appropriation & Professional Services Agreement, Trison Engineering, Overhead Utility Project

Resolution No. 080225-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

WHEREAS, the City of Swartz Creek directed the City Attorney and City Manager to correct serious concerns with overhead utility infrastructure including, but not limited to safety, substandard workmanship, aesthetics, damage and overloading; and

WHEREAS, on December 10, 2007, the City Council appropriated funding under the following resolution:

Overhead Utility Reorganization Project

**Resolution No. 071210-07
(Carried)**

*Motion by Councilmember Porath
Second by Councilmember Adams*

WHEREAS, *the City of Swartz Creek was incorporated in 1959 as parts of three surrounding rural townships; and*

WHEREAS, *prior to its incorporation, Swartz Creek's land use, streets and rights of way were largely unregulated; and*

WHEREAS, *baseline overhead utility infrastructure, consisting of electrical and telephone communication lines, were installed in rights of way long before the City was incorporated; and*

WHEREAS, *the City is a nucleus for a variety of overhead and underground utilities that seem to cluster and concentrate and then filter into surrounding townships; and*

WHEREAS, *growth sprawl in surrounding townships has ballooned over several decades causing additions to baseline overhead utilities located within the City rights of way; and*

WHEREAS, *the City has been increasingly concerned over the last two decades that capital repairs and upgrades to overhead utilities have suffered in the wake of supplying service to meet increasing demands; and*

WHEREAS, *in the summer of 2007, the City conducted an inventory of overhead utilities in several sections of the City and identified and documented numerous concerns posing safety risks, consisting of, but not limited to, poor workmanship, out of code makeshift repairs, unfinished work, open and exposed bare wires, damaged junction boxes, unstable and eroded poles and abandoned structures, and further, negative aesthetic and subsequent economic impact that cannot be quantified; and*

WHEREAS, *the City has been unsuccessful in the regular course of business in addressing concerns with companies that own or are responsible for the maintenance, upgrade and repair of such overhead utilities and further, state and federal legislation have eliminated the City's authority to regulate and police overhead utility infrastructure thus leaving little remedy to address safety and aesthetic concerns.*

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek direct the City Attorney and City Manager to seek address of the concerns as identified within, up to and including litigation, and further, solicit and locate expert witnesses and consultants to assist with additional evaluation, documentation and testimony, and further, develop a plan with all such recommendations to be brought back before the Council for action.

BE IT FURTHER RESOLVED, that the City of Swartz Creek appropriate an amount not to exceed \$50,000 from unencumbered unreserved General Fund balance, funds to be used for legal fees and associated pre-litigation investigation and expert consulting, and further, direct the City Manager to make the necessary budget amendments and account creations to set up a new project.

Discussion took place.

YES: Abrams, Adams, Christie, Hicks, Hurt, Porath, Shumaker

NO: None. Motion Declared Carried.

WHEREAS, in the course preparation for litigation, expert evaluations and opinions are required and the City Attorney has recommended a firm that is qualified to make such evaluations and subsequent documentation and further, has drafted a Professional Services Agreement along with a scope of WORK.

NOW, THEREFORE, I MOVE the City of Swartz Creek enter into an agreement with Trison Engineering Group Inc., of Traverse City Michigan, as follows:

PROFESSIONAL SERVICES AGREEMENT

Between

The City of Swartz Creek

and

Trison Engineering Group, Inc.

This agreement is made and is effective as of the 21st day of December, 2007, by and between the **City of Swartz Creek**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 (“The City”) and Trison Engineering Group, Inc., a Michigan corporation, with principal offices at 3301 Veterans Drive, Suite 201, Traverse City, MI 49684 (“The Contractor”)

WHEREAS, the City is attempting to resolve a problem caused by a proliferation of utility poles within the City and wants to cause changes in the placement and condition of those utility poles in order to protect the public safety (the “Project”); and

WHEREAS, the City has directed the City Attorney to review all applicable law and develop a course of action for the City to follow for the Project; and

WHEREAS, the City and the City Attorney are in need of certain professional services in connection with the development of a recommended course of action; and

WHEREAS, the Contractor has the necessary experience and qualifications to assist the City and the City Attorney in those efforts and is willing to provide those services.

NOW, THEREFORE, the City and the Contractor **AGREE AS FOLLOWS**:

1. Agreement Term.

The term of this Agreement shall be for the length of the Project, or three (3) years, whichever is less; except that this contract may be extended by the parties in one beyond said three (3) year term if the Project extends beyond three (3) years.

2. Scope of Services:

The scope of services to be performed by the Contractor are set forth in the attached Exhibit A, Scope of services – Trison.

3. Compensation:

Contractor shall be compensated at the rates provided for in the Contractor's Standard Hourly Fee Agreement - 2007, a copy of which is attached as Exhibit B. While the City understands that the Contractor reserves the right to change that fee schedule, the Contractor agrees that such right shall be exercised no more often than once per year and no such change, if any, shall be made until after January 1, 2009, at the earliest.

4. Direction.

The Contractor acknowledges that the development of a strategy for the Project is under the general management and control of the City Attorney and the Contractor will look to the City Attorney for any direction that may be required in the performance of the Scope of Work.

5. Disclaimer of Contractual Relationship.

Nothing contained in the Agreement Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

6. Hold Harmless and Indemnification:

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all

claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury or death and/or property damage including loss of use thereof, which may arise as a result of his act, omissions, faults and negligence or any of his employees, agents and representative in performance of this Agreement.

7. Independent Contractor.

No provision of this Agreement herein contained shall be construed by the parties or by any other person as one creating an employer-employee relationship. It is hereby expressly understood and agreed that the Contractor is an independent contractor as that phrase has been defined and interpreted by the Courts of the State of Michigan, and, as such, he/she is not entitled to any benefits not otherwise specified herein.

8. Insurance.

The Contractor shall not commence work under this Agreement until he/she or it has procured and provided evidence of insurance required under this section. All coverages shall be placed with insurance companies licensed and admitted to do business in the State of Michigan unless otherwise approved by the City. Policies shall be reviewed by the City for completeness and limits of coverage. All coverages shall be with insurance carriers acceptable to the City. The Contractor has agreed to provide the following coverages, which are acceptable to the City:

- A. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate.
- B. Workers Compensation Insurance: statutory amount; employer's liability: \$1,000,000.
- C. Automobile Liability Insurance: \$1,000,000 combined single limit; and
- D. Professional Liability Insurance - Errors and Omissions: \$1,000,000 per claim/\$1,000,000 aggregate.

The Contractor shall furnish the City with certificates of insurance for all coverages requested and with original endorsements for those policies requiring the Additional Insured status. All certificates of insurance must provide the City with not less than 30 days advance written notices in the event of cancellation, non-payment of premium, non-renewal or any material change in policy coverage. If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates and/or policies to the City at least ten days prior to the expiration date of such policy. The Contractor shall ensure that all Subcontractors utilized obtain and maintain all insurance coverages required by this Agreement.

9. Interpretation.

In the event any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal or official to be contrary to any provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this agreement enforceable, such provision may be modified or severed by such court or administrative tribunal or official having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties to this Agreement, considering the purpose of the entire Agreement as it relates to such provision.

10. Laws and Ordinances.

The Contractor shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Swartz Creek, applicable to the performance of this agreement, including, but not limited to, labor laws and laws regulating or applying to public improvements.

11. Confidential Information.

The City may disclose certain of its confidential and proprietary information (the "Confidential Information") with respect to this agreement to the Contractor. Confidential Information shall include all data, materials, products, technology, computer programs and software, specifications, manuals, business plans, work product and any other information disclosed or submitted orally, in writing, or by any other media, to the Contractor by the City.

The Contractor agrees that the Confidential Information is to be considered confidential and proprietary to the City and the Contractor shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of this Agreement, and shall disclose the Confidential Information only to its officers, directors, or employees with a specific need to know. The Contractor will not disclose, publish or otherwise reveal any of the Confidential Information received from the City to any other party whatsoever, including, but not limited to, any and all related entities of the Contractor, except with the specific prior written consent of the City or by order of a court with jurisdiction. Confidential Information furnished in tangible form shall not be duplicated by the Contractor except for purposes of this agreement. Upon the request of the City, the Contractor shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request.

12. Use As Adverse Witness or Adverse Subpoena.

If the Contractor or any officer, director, employee or agent of the Contractor is called as a witness by any party in any proceeding, other than a matter between the Contractor and the City, related to the services provided to the City, the City shall pay any and all costs of the Contractor related to compliance with that subpoena, including any and all copy costs and third party charges related to compliance with the subpoena.

13. Modifications/Changes.

Any modification to this Agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such contractual modifications pursuant to the state law and local ordinances.

14. Non-Assignability.

The Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City Manager.

15. Nondiscrimination.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

16. Notices.

Notices to the City shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the City Manager, City of Swartz Creek, 8083 Civic Drive, Swartz Creek Michigan 48473, or to such other address as may be designated in writing by the City Manager from time to time.

Notices to the Contractor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the Contractor at 3301 Veterans Drive, Suite 201, Traverse City, MI 49684, or to such other address as may be designated in writing by the Contractor from time to time.

17. Records.

All documents, information, reports and the like prepared and/or generated by the Contractor as a result of this Agreement shall become the sole property of the City.

18. Applicable Law.

This Agreement shall be governed by and in accordance with the laws of the State of Michigan applicable to contracts made and to be performed in this state.

19. Severability.

The invalidation of one or more terms of this Agreement shall not affect the validity of the remaining terms.

20. Standards of Performance.

The Contractor agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the Contractor and, in particular, Dale A. Stevens. The Contractor agrees that all of the obligations required by it pursuant to this Agreement shall be performed by or under the direction of Dale A. Stevens. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the Contractor maintaining any required certifications in accordance with the requirements of state law.

21. Subcontracting.

No subcontract work shall be started prior to written approval by the City Manager. The City reserves the right to accept or reject any subcontractor.

22. Termination.

This Agreement may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective thirty (30) days from the date it is submitted unless otherwise agreed to by the parties hereto. The Contractor, upon receiving such notice and prorated payment upon termination of this Agreement shall turn over and give to the City all pertinent records, data and information to the date of termination.

23. Time of Service/Performance.

The Contractor's services have commenced as of the 21st day of December , 2007, and the Contractor shall continue to perform the activities constituting the Scope of Work forthwith and without unreasonable delay.

24. Whole Agreement Clause.

This written agreement embodies the entire agreement between the parties hereto, and additions, deletion or modification hereto must be in writing and signed by both parties.

The City and the Contractor have executed this Agreement as of the date first above written.

THE CITY OF SWARTZ CREEK

TRISON ENGINEERING GROUP, INC.

BY: _____
Richard B. Abrams, City Mayor
BY: _____
Juanita Aguilar, City Clerk

BY: _____
Its: _____

Approved as to form:

Richard J. Figura, City Attorney

EXHIBIT A

SCOPE OF WORK - TRISON

1. Augment report done by intern to:
 - a. Determine owner of each pole
 - b. Determine each service using each pole where pole serves more than one user
 - c. List poles still in place but not being used
 - d. Develop a map or maps showing location of each pole with color coding to indicate owner, user, type of problem (i.e., leaning, too many wires, etc.)
2. Determine the existence of any industry or local, state or federal regulatory standards (including any building codes applicable) regarding placement, construction, maintenance, use, etc. of utility poles. Are the standards the same or different for type of use (for example: electrical, telephone, other communications, etc.)
3. Identify recognized experts who can testify as to compliance of the existing poles with any industry or regulatory standards.
4. Perform any other assignments received from the City or from legal counsel for the City.

EXHIBIT B

TRISON Engineering Group, Inc.

FORENSIC ENGINEERING STANDARD HOURLY FEE AGREEMENT - (2007)

Compensation shall be computed on an Hourly Rate Basis in quarter hour increments as follows:
Hourly Rates:

- Forensic Consulting Services
\$100.00
Including: Travel, Telephone Consults, Inspections, Meeting Time,
Documentation Review, Drafting and Reviewing Reports, Consultations with Client, and/or Attorney, or Agents
- Court or mediation time
\$150.00
- Administrative - Report typing, etc.
\$ 40.00

Overtime Rates:

All overtime, when authorized by the Client, shall be charged at one and one-half (1-1/2) times the above rates.

REIMBURSABLE EXPENSES

1. Reimbursable Expenses are in addition to Compensation for Basic and Additional Services and include actual expenditures made by Trison, its employees and independent contractors in connection with the services rendered under this agreement, including but not limited to the following:
2. Expense of transportation and living when traveling in connection with his Part of the Project. Such expenses are, but not limited to, airfare, rental car, food, lodging, etc.
3. Long Distance Telephone and Fax communications.
4. Fees paid for securing approval of authorities having jurisdiction over the Project.
5. Expense of reproductions, postage and handling of Drawings, Plots and Specifications including duplicate sets at the completion of each Phase for the Owner's review and approval. Expenses of preparing special drawing paper or forms requested by the Client.
6. Expense of models for the Owner's use.
7. Expense of outside consulting services such as surveying, soil boring, environmental testing and analysis, or any other consulting service.
8. Approved Overtime charges will be invoiced at a premium time billing rate.

REIMBURSABLE EXPENSE SCHEDULE

Air Travel		Amount Expended
Mileage		\$.50 per mile
Lodging		Amount Expended
Long Distance -(Telephone & Fax Charges)		Cost + 10%
Special mailing/Express charges		Cost + 10%
Photos		Cost + 10%
Outside Consulting & Computer Services		Cost + 10%
Outside Plotting & Printing Services		Cost + 10%
Special Equipment		Cost + 10%
Blue Prints (In Office)		\$0.20/ft2
Plots (In Office)		\$1.50/ft2
Sepias (In Office)		\$0.40/ft2
Copies (In Office)	8 1/2" x 11"	\$0.10 ea.
	8 1/2" x 14"	\$0.15 ea.
	11" x 17"	\$0.20 ea.

Travel, Time and Expenses shall be charged from the office and shall be prorated

with other projects in the area whenever feasible. The total fee, if stated, shall be understood to be an estimate, and shall not be exceeded by more than ten percent (10%) without authorization of the Client. If unforeseen circumstances or conditions encountered during the course of furnishing the services will cause the total fee to exceed the estimate by more than ten percent (10%), TRISON will notify Client as soon as practical, and shall proceed with services only after authorization from Client.

Discussion Ensued.

YES: Hurt, Porath, Shumaker, Abrams, Adams, Christie, Hicks.

NO: None. Motion Declared Carried.

Agreement, Genesee County Treasurer, Delinquent Personal Property Tax Collections

Resolution No. 080225-05

(Carried)

Motion by Councilmember Adams

Second by Councilmember Hurt

I Move the City of Swartz Creek enter into an agreement with the County of Genesee, for the collection of delinquent personal property taxes, agreement as follows:

**CONTRACT BETWEEN
THE CITY OF SWARTZ CREEK
AND
COUNTY BOARD OF COMMISSIONERS OF GENESEE COUNTY

FOR

COLLECTION BY COUNTY TREASURER
OF CITY TAXPAYER DELINQUENT
PERSONAL PROPERTY TAXES
AND
BUILDINGS ON LEASED LAND PROPERTY TAXES**

THIS AGREEMENT is between the City of Swartz Creek and the County Board of Commissioners of the County of Genesee, Michigan, having a mailing address of 312 County Administration Building, 1101 Beach Street, Flint, Michigan 48502 with the concurrence of the Genesee County Treasurer. [cf.MCL 211.56(3)]

THIS AGREEMENT is effective as of March 1, 2008 and shall continue for the period of thirty-six months, and may be renewed upon request by the City of Swartz Creek, for the additional period of thirty-six months upon approval in writing by the County Board of Commissioners of the County of Genesee, Michigan, said request to be provided by

written notice to the County by the City of Swartz Creek at least sixty days prior to the conclusion of the original period.

WHEREAS, MCL 211.56 provides: “...upon an agreement entered into by the governing body of the local property tax collecting unit and the county board of commissioners with the concurrence of the county treasurer, the county treasurer shall be responsible for the collection of the delinquent personal property taxes of the city or township. The agreement shall specify the period during which the county treasurer shall be responsible for the collection of delinquent personal property taxes and buildings on leased land property. However, a county may condition such an agreement upon the county entering into similar agreements with other local property tax collecting units in the county.....”; and

WHEREAS, the Genesee County Board of Commissioners desires, with the concurrence of the Genesee County Treasurer, to assist the local property tax collecting unit with the collection of delinquent personal property, and buildings on leased land property, taxes of the City of Swartz Creek; and

WHEREAS, the City of Swartz Creek, as the local property tax collecting unit, desires to contract with the County of Genesee Board of Commissioners, with the concurrence of the County Treasurer, for the County Treasurer to be responsible for the collection of delinquent personal property, and buildings on leased land property, taxes of the City of Swartz Creek.

NOW, THEREFORE, it is agreed by and between the parties as follows: Subject to the terms of this Agreement, after the accounting has been made and the other duties required by Michigan Compiled Laws § 211.56 are performed, the Genesee County Treasurer will collect the delinquent personal property, and buildings on leased land property, taxes of the City of Swartz Creek for the year 2007 or earlier taxes. Within 120 days after March 1 of each year, the county treasurer shall send notices to all known delinquent personal property, and buildings on leased land property, taxpayers, demanding payment of the delinquent personal property, and buildings on leased land property, taxes. Failure to send or receive the notice shall not in any way prejudice the right to collect or enforce the payment of the tax. If a delinquent personal property, and buildings on leased land property, taxpayer neglects or refuses to pay the tax, the Genesee County Treasurer shall have powers of distraint and sale identical to those given to the township or city treasurer in Michigan Compiled Laws § 211.47. The Genesee County Treasurer may also use whatever remedies there may be at law or equity for the collection of any indebtedness in order to enforce the payment of the tax. The Genesee County Treasurer shall, on a monthly basis, add to the amount of the assessed tax any collection or administrative fee, distraint and sale fee, interest, penalty or charge provided by The General Property Tax Act and shall collect whatever costs, fees, or expenses allowed by a court in which action was taken. The Genesee County Treasurer will deposit all fees, interest, penalties, costs, charges, or expenses the Genesee County Treasurer collects into a County delinquent personal property, and buildings on leased land property, tax administrative fund to be established, and the money in the fund shall be used by the Genesee County Treasurer to pay the costs of collecting delinquent personal property, and buildings on leased land property, taxes. To the extent that money in this fund exceeds

the cost of collecting delinquent personal property, and buildings on leased land property, taxes, as determined by the Genesee County Treasurer, the Genesee County Treasurer shall intermittently transfer the excess money to the general fund of the County. The amount of the assessed taxes collected by the Genesee County Treasurer shall be distributed to the different taxing units on a monthly basis.

The Board of Commissioners, with the concurrence of the Genesee County Treasurer, reserves the right to enter into similar agreements with other governing bodies of local property tax collecting units.

HOLD HARMLESS AND INDEMNIFICATIONS PROVISIONS: The City of Swartz Creek agrees to indemnify, defend and save harmless Genesee County, its officers, agents and employees, from any liability of any kind other than acts of the County's own negligence or other tortuous behavior regarding collection efforts and all claims against Genesee County, its officers, agents and employees, in connection with the performance of this Agreement, and from any and all claims or losses accruing or resulting to any person, firm, or corporation incurring injury or damage by the Genesee County Treasurer, its agents or employees, in connection with the performance of this Agreement, including, but not necessarily limited to attorney's fees and administrative costs.

SEVERABILITY OF PROVISIONS: If any portion of this Agreement is held invalid by appropriate authority, the remainder of this Agreement shall be unaffected thereby if such remainder would continue to conform to the terms and requirement of applicable law.

CONFIDENTIALITY: The City of Swartz Creek and the County Treasurer agree to abide with all Federal statutes and regulations and State statutes regarding confidentiality.

CANCELLATION OF AGREEMENT: Either party to this Agreement may terminate the Agreement upon sixty (60) days written notice to the other party anytime prior to the completion of the Agreement period, except as otherwise provided in this Agreement.

REPORTS: Genesee County Treasurer shall submit to the City of Swartz Creek Treasurer, no later than May 1, 2009, and each year thereafter no later than May 1st, a report specifying the delinquent personal property, and buildings on leased land property, taxes collected and the activities undertaken pursuant to this Contractual Agreement, and actual expenses of such collection. The County Treasurer shall, upon reasonable notice, have access to the books and records of the City of Swartz Creek as necessary to enable Treasurer to determine the proper collection activities. The City of Swartz Creek Treasurer and the County Treasurer's Office will maintain records and provide access to them as necessary for the City or the Genesee County Treasurer to review to assure that collection efforts are being conducted in accordance with the purposes and provision of this Agreement.

The City of Swartz Creek will have adequate administrative and accounting controls, and personnel assistance deemed necessary by the County Treasurer to perform the objectives of this Agreement.

CLOSEOUT: When this Agreement is terminated or concluded, Genesee County Treasurer shall provide the City of Swartz Creek Treasurer with such reports as the City's Treasurer desires and shall do so within sixty (60) days of such termination or conclusion unless written extension is granted for extenuating circumstances.

BONDING: Genesee County Treasurer agrees that to the extent that any employee or agent has access to or control over funds, such person shall be covered by a bond or insurance of sufficient sureties to protect against loss resulting from employee dishonesty or by such self-bonding or insuring as may be provided by State law.

NON-ASSIGNABILITY: It is hereby understood and agreed by the Genesee County Treasurer and the City of Swartz Creek that this Agreement and the duties, responsibilities and obligations contained herein, are non-assignable.

This Contractual Agreement shall be binding upon the parties hereto, their representatives, and agents.

The parties hereto agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this contract. Michigan Compiled Laws section 37.2209 (MCL 37.2209).

COMPATIBILITY OF DATA

MCL 211.42a(2)(i) requires the local computerized data base system to be compatible with the system used by the county treasurer for the collection of delinquent taxes.

The following formats, codes, database backups and rounding conventions are agreed for the Contractual Agreement:

1. **PARCEL NUMBER FORMATS:** Parcel number format shall be ## - ## -### - ### for all municipalities except the City of Flint which may use the alternate format of P-##### - # for personal property accounts.
2. **SCHOOL DISTRICTS:** The standard school district codes established by the State of Michigan shall be used.
3. **PROPERTY CLASSIFICATIONS:** The standard property classification codes established by Genesee County should be used.
4. **GOVERNMENTAL UNIT CODES:** Standard unit number codes assigned by the State of Michigan shall be used as the Governmental Unit Codes.
5. **DATABASE BACKUPS:** Complete copies of current assessing and tax database backups must be provided to Genesee County when requested.
6. **NAME/ADDRESS INFORMATION:** Owner name and mailing address information to be kept current and physical property addresses to be listed for all personal property locations.
7. **ROUNDING:** Standard rounding options should be set to round Real and Personal to the nearest 100 and round Capped to the nearest 1.

WITNESSES

Juanita Aguilar, City Clerk

CITY OF SWARTZ CREEK

RICHARD B. ABRAMS, Mayor

Dated:_____

COUNTY OF GENESEE

WOODROW STANLEY, Chairperson
Board of County Commissioners

Dated:_____

DANIEL T. KILDEE, Treasurer
(concurring)

Dated:_____

Discussion Took Place.

YES: Porath, Shumaker, Abrams, Adams, Christie, Hicks, Hurt.

NO: None. Motion Declared Carried.

Adopt Ordinance #399, Codification of the City’s Code of Ordinances

Resolution No. 080225-06

(Carried)

Motion by Councilmember Hurt
Second by Mayor Pro-Tem Christie

I Move the City of Swartz Creek adopt Ordinance #399, An Ordinance Adopting and Enacting a New Code of Ordinances for the City of Swartz Creek, Michigan; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing Penalties and sanctions for the Violation Thereof; Providing for the Manner of Amending Such Code and Providing When Such Code and This Ordinance Shall Become Effective, as follows:

CITY OF SWARTZ CREEK
Ordinance No. 399

An Ordinance Adopting and Enacting a New Code of Ordinances for the City of Swartz Creek, Michigan; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing Penalties and sanctions for the Violation Thereof; Providing for the Manner of Amending Such Code and Providing When Such Code and This Ordinance Shall Become Effective.

The City of Swartz Creek Ordains:

Section 1. The Code entitled "Code of Ordinances of the City of Swartz Creek, Michigan," published by Municipal Code Corporation consisting of the City Charter Sections 1 to 15, City Ordinances Chapters 1 to 20 and Appendices A & B, each inclusive, is hereby adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before June 30, 2007, and not included in the Code or recognized and continued in force by reference therein are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance which is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, and except for those provisions the violation of which is designated to be a municipal civil infraction, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof, shall be punished by a fine not exceeding five hundred dollars (\$500.00), or imprisonment for a term not exceeding ninety (90) days, or both. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided shall apply to the amendment of any Code section whether or not such penalty is enacted in the amendatory ordinance. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief, and revocation of licenses or permits.

Section 5. As to those provisions of the Code the violation of which is a municipal civil infraction, the penalties and sanctions for such violation are those set forth in said Code and/or those provided by state law. In addition to such penalties and sanctions, the city may pursue other remedies such as abatement of nuisances, injunctive relief, and revocation of licenses or permits.

Section 6. Any and all additions and amendments to the Code, when passed in the form as to indicate the intention of the council to make the same a part of the Code, shall be deemed to be incorporated in the Code, so that reference to the Code shall be understood and intended to include the additions and amendments.

Section 7. Ordinances adopted on or after July 01, 2007, that amend or refer to ordinances that have been codified in the Code, shall be construed as if they amend or refer to like provisions of the Code being adopted hereby

Section 8. This ordinance shall take effect on April 1, 2008

The Mayor declared the ordinance adopted.

Richard B. Abrams, Mayor

Juanita Aguilar, City Clerk

CERTIFICATION

The foregoing is a true copy of Ordinance No. 399 which was enacted by the Swartz Creek City Council at a regular meeting held on the 25TH day of February, 2008.

Juanita Aguilar
City Clerk

Publish Date: March 9, 2008
Paper: The Swartz Creek News
Effective Date: April 1, 2008

Discussion took place.

YES: Shumaker, Abrams, Adams, Christie, Hicks, Hurt, Porath
NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

None.

REMARKS BY COUNCILMEMBERS:

Councilmember Hurt strongly urged the City Council to actively oppose the ambulance issue. City Manager Bueche stated that he wasn't sure the City should opt out of the County ordinance. Councilmember Hurt stated that he wanted the Council to look into all aspects of the issue and make an informed decision. Councilmember Hurt questioned whether the City gets any money from the County millage. City Manager Bueche stated that the money goes primarily to the Sheriff's office for operating the paramedic millage.

Councilmember Adams talked about the ambulance issue. He stated that the Council has a firm grasp on what's going on. He spoke of the Marathon station. He questioned whether the owners have responded to any correspondence so far. City Manager Bueche stated that they had not since the meeting on December 10, 2008. He stated that they are working on a civil court case at this time.

Councilmember Shumaker stated that he feels exactly the same way that Councilmember Hurt does on the ambulance issue. He questioned whether the County Commissioner had

been to any City Council meetings since she was elected. City Manager Bueche stated that she is invited to every meeting via the agenda that he E-mails to her. She has been to one that was related to the Raubinger Road bridge. City Manager Bueche stated that he would invite her to the next meeting to speak about the issue. Mr. Shumaker also spoke about the City having an urgent care facility. He stated that he would like the City to officially inquire to perhaps McLaren or some other appropriate medical organization to see if they could put such a facility in the City.

Councilmember Porath talked about the ambulance issue. He stated that he isn't sure that opting out is the way to go at this point.

Mayor Pro-Tem Christie talked about the County Commissioner. He stated that he is disappointed in the fact that she has only come to one meeting. He stated that the Council needs more answers on the issue. He spoke about the Fire Board meeting on Tuesday. He stated that Mr. Notley will be there to discuss the results of the evaluation and give the Board some guidance as to how they need to implement the evaluation.

Mayor Abrams spoke about the ambulance issue. He questioned whether the City could opt out of the County ordinance. He spoke about bringing the issue to the Small Cities and Villages Association. Mayor Abrams talked about the Capital Conference in Lansing on April 1st and 2nd. The Mayor asked to have a resolution at the next meeting allowing persons to attend. Since the next meeting is not until after the registration deadline, there was no objection to allowing councilmembers to go and stay overnight to attend the pre-conference as well.

ADJOURNMENT:

There being no objection, Mayor Abrams declared the meeting adjourned at 8:31 p.m.

Richard B Abrams, Mayor

Deanna Korth, Treasurer/Deputy Clerk