

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 09/13/2010**

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

Invocation and Pledge of Allegiance to the Flag.

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

Councilmembers Absent: None.

Staff Present: City Manager Paul Bueche, Deputy City Clerk Deanna Korth,

Others Present: Boots Abrams, Sharon Shumaker, Tommy Butler, Peggy Mattson, Richard Mattson, Shirley Oliver, Jim Florence, Ron Schultz, Phil Bracey, Jack Wheatley.

APPROVAL OF MINUTES

Resolution No. 100913-01

(Carried)

Motion by Mayor Pro-Tem Porath
Second by Councilmember Krueger

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting, held August 23, 2010, to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 100913-02

(Carried)

Motion by Councilmember Krueger
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the Agenda, as printed, for the Regular Council Meeting of September 13, 2010 to be circulated and placed on file.

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

REPORTS AND COMMUNICATIONS:

City Manager’s Report

Resolution No. 100913-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Binder

I Move the Swartz Creek City Council approve the City Manager’s Report of September 13, 2010, to be circulated and placed on file.

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

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

MEETING OPENED TO THE PUBLIC:

Richard Mattson, 9251 Hill Rd., representing the Kiwanis Club and more specifically, Art in the Park Fine Arts Festival Committee. Mr. Mattson wanted to take the opportunity to express appreciation and gratitude to the City Council for helping to make this venue a successful event. Mr. Mattson stated that there was a lot of praise for the condition of Elms Park.

COUNCIL BUSINESS:

Appropriation, Miller Road Between Elms & Tallmedge Repairs

Resolution No. 100913-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

WHEREAS, the City of Swartz Creek is a Local Governmental Unit and recognized Street Authority eligible to receive funding from the Michigan Department of Transportation and the Federal Highway Administration; and,

WHEREAS, the City of Swartz Creek is a member of the Genesee County Metropolitan Planning Alliance, an urban transportation planning cooperative charged with allocating funds to eligible street authorities in Genesee County; and

WHEREAS, the City of Swartz Creek, in an open meeting, has identified a need to make repairs and improvements to Miller Road between Elms Road and Tallmadge Drive, and further, funds have been allocated in the Genesee County Traffic Improvement Program and is scheduled for obligation and construction in 2011; and,

WHEREAS, the City’s engineer has submitted a Design Proposal in the amount of \$27,684, total project cost estimate as follows:

Project	Year	Grant	City Match	P.E.	C.E.	Total
Miller Between Elms & Tallmadge	2011	\$338,997	\$85,749	\$27,684	\$45,000	\$497,430

NOW, THEREFORE, BE IT RESOLVED that the City of Swartz Creek appropriate an amount not to exceed \$27,684 from Major Streets 202 Fund, to the City’s Engineer Rowe Professional Services Incorporated of Flint Michigan, for preparation of design plans, bid specifications, MDOT application and grade inspection, for the repair of Miller Road between Elms and Tallmadge Drive, a copy of the proposal attached hereto.

Discussion Took Place.

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

Local Street Projects: Jennie Lane Final Construction Cost Reconciliation

Resolution No. 100913-05

(Carried)

Motion by Councilmember Binder
 Second by Councilmember Hurt

WHEREAS, on June 14, 2010, the City awarded the repair of Jennie Lane between Yarmy and Bristol to Mike & Son Asphalt of Bath Michigan, the resolution as follows:

Local Street Project-Appropriation & Bid Award, Jennie Lane Mill & Resurface

Resolution No. 100614-06

(Carried)

Motion by Councilmember Binder
 Second by Councilmember Hurt

WHEREAS, the City is in need of extensive repairs to its local street system in which the sole source for funding is State of Michigan Act 51 gas and weight distributions; and

WHEREAS, such revenues are insufficient for any extensive repairs and sustain only routine maintenance such as snow and ice removal and cold patch filling; and

WHEREAS, the City has been successful over the last six years in reserving a small amount of funds totaling \$160,000 towards repairs, however, such savings fall far short of the estimated \$5 million plus it would take to bring the City’s local street system into reasonable repair; and

WHEREAS, the City staff and consulting engineers have evaluated the local street system and determined that given the insufficient amount of funds, that the best value for the investment would be to work to prolong the life of streets that have not deteriorated to the point of re-construction; and

WHEREAS, the City has sent citizen questionnaires and discussed options at public meetings, concluding that although the citizens desire their streets to be in good repair, they are generally unwilling to support a levy or pay assessments through a special assessment district; and

WHEREAS, the City’s staff and consulting engineers recommend the best value for the funds in reserve are the mill and re-surface of Jennie Lane from Bristol to Yarmy and the use of a process called “Cape Seal, wherein some structure work is done along with a micro slurry overlay on streets with relatively low deterioration; and

WHEREAS, the City bid both a Cape Seal process on a handful of local streets and the mill and resurface of Jennie Lane, with the low bid for the Jennie Lane work being Mike & Son Asphalt of Bath Michigan, in the amount of \$116,035, with construction engineering cost of \$7,920; and

WHEREAS, the City staff and consulting engineers have inspected damage to the local street system and determined that in part, deterioration of the structures can be attributed to sustained exposure to heavy vehicles, in particular during the freeze thaw period in the spring, such overweight vehicle exposure recognized to be the City’s contracted weekly garbage collection services: and

WHEREAS, the City’s consulting engineer and City Staff have documented such damage and calculated the outside three feet of each lane, approximately 30%, have sustained attributed damage; and

WHEREAS, it is reasonable to subrogate funds from within the garbage collection 226 fund to assist in the repair of such damage.

NOW, THEREFORE, I Move the City of Swartz Creek accept the low bid of Mike & Son Asphalt of Bath Michigan, in the amount of \$116,035, for the mill and resurface of Jennie Lane from Bristol to Yarmy, in accordance with the bid specifications as set forth and offered for bid by the City’s engineering consulting firm, Rowe Professional Services Inc, and further, appoint Rowe Professional Services Inc. to perform construction engineering and testing services at a cost of \$7,920, total project cost of \$124,000.

BE IT FURTHER RESOLVED, that the City direct staff to apportion the cost of the project as follows:

	Total Project Cost	101 Fund	203 Fund	226 Fund
Jennie Lane	\$124,000	\$16,800	\$70,000	\$37,200

Discussion Took Place:

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

NO: None. Motion Declared Carried.

WHEREAS, the work was completed in August 2010, the project requiring additional repairs due to areas with significant sub-base deterioration; and

WHEREAS, the City’s engineer has calculated quantity differentials from the original specifications, calculations as follows:

Work Description	Contract Quantity	Unit	As-Built Quantity	Unit Price	Original Contract Price	Final Contract Price
Remove Pavement	482	Syd	1112	\$4.00	\$1,928.00	\$4,448.00
Aggregate Base, 6 inch	482	Syd	1112	\$5.75	\$2,771.50	\$6,394.00
Pavement Repair	615	Syd	1112	\$22.00	\$13,530.00	\$24,464.00
TOTAL					\$18,229.50	\$35,306.00

WHEREAS, the additional quantity differences present cost over-runs of \$13,045.37 from the original bid of \$116,035.

NOW, THEREFORE, I Move the City of Swartz Creek approve the adjustment and appropriate an additional amount of \$13,045.37, reconciliation and fund distribution as follows:

	<i>Total Project Cost</i>	<i>101 Fund</i>	<i>203 Fund</i>	<i>226 Fund</i>
<i>Jennie Lane Revised Costs (Includes C.E.)</i>	\$137,000.37	\$29,845.37	\$70,000	\$37,200

Discussion Ensued.

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

NO: None. Motion Declared Carried.

Professional Services Agreement, Adam Zettel

Resolution No. 100913-06

(Carried)

Motion by Councilmember Hurt
Second by Mayor Pro-Tem Porath

I Move the City of Swartz Creek enter into a Professional Services Agreement with Adam Zettel, to provide consulting services for Zoning, Planning, DDA, Grants, and Water Distribution System, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City, agreement as follows:

**PROFESSIONAL SERVICES AGREEMENT
Between
THE CITY OF SWARTZ CREEK
And
ZETTEL CONSULTING**

*This agreement is made this 13TH day of September, 2010 by and between the **City of Swartz Creek**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 ("City") and **Zettel Consulting**, with principal offices at 5023 Holland Street, Swartz Creek Michigan 48473 ("Provider")*

WHEREAS, the City desires to employ a consultant for planning, zoning, DDA, community development, and water system administration; and

WHEREAS, the Provider has the necessary experience and qualifications to provide the above described professional services and is willing to provide those services to the City.

NOW, THEREFORE, the City and the Provider AGREE AS FOLLOWS:

1. Agreement Term.

The term of this Agreement shall be for the following period:
September 13, 2010 through November 30, 2011.

2. Scope of Services:

The scope of services to be performed by the Provider is as follows:

A. Consulting services for the administration of planning, zoning and Zoning Board of Appeals, including, but not limited to, the attendance at meetings, budget finance, site plan review, Planning Commission packets, ordinance updates, Master Plan, Trailway Plan and Park Plan, or other duties that the City Manager may determine necessary.

B. Consulting Services for the administration of the Downtown Development Authority including, but not limited to, the attendance at meetings, related budget and finance or other duties that the City Manager may determine necessary.

C. Consulting services for the administration of the City's Water Distribution System, including, but not limited to, creation and monitoring of a new comprehensive paperwork documentation system for repairs, maintenance, tracking and reporting, rate review and calculations, assistance with budget, finance and capital improvements, or other duties that the City Manager may determine necessary.

D. Consulting services for grant maintenance including, but not limited to application, reporting, documentation and the continuation of existing sources, CDBG and EECBG.

E. Consulting services for community development projects, as needed.

3. Compensation:

The Provider shall be compensated as follows:
The City shall pay the Provider an hourly rate of \$65 per hour, detailed invoice submitted monthly at the first of the month for the previous month, net due 20 days.

4. 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.

5. Obligations to the City.

The Provider shall maintain all licenses currently held, including, but not limited to AICP and S-2 water distribution operator. The Provider shall

remain current and not be in default of any obligations due to the City including, but not limited to, the payment of taxes, fines, penalties, licenses or other monies due to the City. Violations of this clause shall constitute a substantial and material breach of this Agreement. Such breach shall constitute good cause for the termination of this Agreement should the City determine to terminate on a basis other than convenience.

6. Disclaimer of Contractual Relationship.

Nothing contained in the Agreement Documents shall create any contractual relationship between the City and any Subcontractor of the Provider.

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 Provider 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. Hold Harmless and Indemnification:

To the fullest extent permitted by law, the Provider 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.

9. Non Exclusive

Nothing in this contract shall be deemed to grant the provider an exclusive franchise or an exclusive right to provide any such services defined in this agreement, or otherwise, within the City.

10. Insurance.

The Provider shall not commence work under this Agreement until he/she or it has procured and provided evidence of insurance required under this section. All coverage's 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 coverage's shall be with insurance carriers acceptable to the City. The Provider shall maintain the following insurance coverage's for the duration of the Agreement.

A. Commercial General Liability coverage of not less than five hundred thousand dollars (\$500,000 per person and per occurrence combined single limit with the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as Additional Insured. The coverage shall be primary as to the Additional Insured's, and not contributing with any other insurance or similar protections available to the

Additional Insured's, whether said other available coverage be primary, contributing or excess.

B. Workers Compensation Insurance in accordance with Michigan statutory requirements including Employer's Liability Coverage.

C. Commercial Automobile-Vehicle Insurance in accordance with Michigan statutory requirements.

The Provider shall furnish the City with certificates of insurance for all coverage's 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. In addition, failure to mail such notice shall impose no obligation or liability of any kind upon the City, its agent or representatives. All certificates must identify the City as the Certificate Holder and additional insured party. The Provider must provide, upon request, certified copies of all insurance policies. If any of the above coverage's expire during the term of this Agreement, the Provider shall deliver renewal certificates and/or policies to the City at least ten days prior to the expiration date.

11. 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.

12. Laws and Ordinances.

The Provider 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.

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

15. Non-Disclosure/Confidentiality.

Upon delivery as provided in Paragraph 1 (Change in Scope of Services) hereof, the documents prepared by the Provider shall be the property of the City. The Provider agrees that said documents are confidential information intended for the sole use of the City and that he/she

will not disclose any such information, or in any other way make such documents public, without the express written approval of the City Manager or the order of a court of competent jurisdiction or as required by the laws of the State of Michigan.

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 Provider shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the Provider, Zettel Consulting, 5023 Holland Street, Swartz Creek Michigan 48473, or to such other address as may be designated in writing by the Provider from time to time.

17. Records / Reports.

The Provider shall prepare and submit all such reports as may be required or requested by the City Manager or to the City Manager.

18. Severability.

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

19. Standards of Performance.

The Provider 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, and ability of the Provider. The Provider agrees that all of the obligations required by he/she pursuant to this Agreement shall be performed by him, her or it. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the Provider maintaining any required certifications in accordance with the requirements of state or local law, rule or ordinance.

20. 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 Provider, 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 by the date of termination.

21. Time of Service/Performance.

The Provider's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without unreasonable delay.

22. 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 Provider have executed this Agreement as of the date first above written.

/S/

I, **Adam Zettel, of Zettel Consulting**, do hereby declare that I am a Sole Proprietor performing work and/or services as an independent Contractor for the City of Swartz Creek, and will not employ any person(s) in the work to be performed for the City. As a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers Compensation Act of the State of Michigan. In consideration of being awarded this work, I agree to hold harmless the City for any and all injuries or illness that I may sustain during the course of this work. I hereby agree to notify the City Manager in writing, prior to hiring any person(s), full time or part time, to assist with any work or services performed, and to secure Workers Compensation Insurance prior to any person beginning work or assisting in the performance of any work and that no such work will be subcontracted to any other subcontractor or entity. SIGNED: _____
Dated: _____

Discussion Ensued.

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

NO: None. Motion Declared Carried.

Domestic Violence Awareness Month

Resolution No. 100913-07

(Carried)

Motion by Mayor Pro-Tem Porath
Second by Councilmember Hicks

WHEREAS, Domestic Violence is a serious crime that affects people of all races, ages, gender, and income levels; and

WHEREAS, Domestic Violence is widespread and affects over four million Americans each year; and

WHEREAS, one in three Americans have witnessed an incident of Domestic Violence; and

WHEREAS, children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average; and

WHEREAS, Domestic Violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism, and non-productivity; and

WHEREAS, only a coordinated community effort can put a stop to this heinous crime; and

WHEREAS, Domestic Violence awareness month provides an excellent opportunity for citizens to learn more about the prevention of Domestic Violence

and to show support for the numerous organizations and individuals who provide critical advocacy, services and assistance to victims.

NOW, THEREFORE, I Move that the City of Swartz Creek does hereby proclaim the month of October as **DOMESTIC VIOLENCE AWARENESS MONTH** and urge our citizens to work together to eliminate Domestic Violence from our community.

Discussion Took Place.

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

Lease Addendum, Fine Arts Association

Resolution No. 100913-08

(Carried)

Motion by Councilmember Krueger
Second by Councilmember Binder

I Move the City of Swartz Creek approve an addendum to its lease agreement with the Swartz Creek Fine Arts Association, the original contract entered into on August 4, 2004 and approved at the regular Council Meeting of July 12, 2004, addendum as follows:

**ADDENDUM TO LEASE AGREEMENT
Between the
CITY OF SWARTZ CREEK
And
SWARTZ CREEK FINE ARTS ASSOCIATION**

This Addendum to the Lease Agreement (the "Addendum") is made this 13th day of September, 2010 by and between the City of Swartz Creek, a Michigan municipal corporation with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 ("City" or "Lessor") and the Swartz Creek Fine Arts Association Inc., a Michigan non-profit corporation, with principal offices at 8099 Civic Drive, P.O. Box 98, Swartz Creek, Michigan 48473 (the "Lessee").

WHEREAS, the City and the Lessee entered into an agreement on August 4, 2004, to lease certain property owned by the City, for the purpose of presenting musical concerts and other functions reasonably related thereto, a copy of the agreement attached hereto; and

WHEREAS, the Lessee has requested relief in the insurance minimums required by the City in the original lease,

specifically the \$4,000,000 umbrella policy rider; and

WHEREAS, the City staff and insurance provider has reviewed the request and determined that based on the City's sole position of Lessor of the property, the City's interest and corresponding risk exposure is minimal.

NOW, THEREFORE, the City and the Lessee agree as follows:

1. Section No. 11 language shall be struck and replaced as follows:

11. LIABILITY AND INSURANCE

The Lessor shall not be liable for injury or damage to person or property occurring upon the Property, unless caused by or resulting from the negligence of the Lessor or any of the Lessor's agents, servants, or employees in the operation or maintenance of the Property, it being the specific intent of the Lessee to hold the Lessor harmless from any and all claims arising from the Lessee's operation and maintenance of the Property and/or the improvements thereon. To that end, the Lessee shall obtain and at all times maintain in full force and effect a policy of general public liability insurance covering its use of the Property and naming the Lessor as an additional insured thereon. Said policy shall be in such amount as shall be determined by the Lessor, but in no event less than \$1,000,000 (one-million dollars), and further, shall provide that the Lessor will be given ten (10) days written notice of termination of the policy for any reason. The Lessee shall pay all premiums due thereon.

2. All other sections of this agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written. /S/

Further, the Mayor and City Clerk are hereby directed to execute the addendum on behalf of the City.

Discussion Ensued.

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

Genesee Valley Rotary Club Request, Pavilion Dedication

Resolution No. 100913-09

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Binder

I Move the City of Swartz Creek allow Pavilion #4 at Elms Road Park to be named posthumously in honor of Ms. Tammy Reaves, past Genesee Valley Rotary Club President and instrumental in the organization and construction of the Community Service Pavilion Dedication Project.

Discussion Took Place.

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

Street Usage Permit, Annual School Homecoming Football Parade

Resolution No. 100913-10

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

I Move the City of Swartz Creek approve the application of the Swartz Creek Student Council to conduct their annual High School Homecoming Parade on Friday, October 1, 2010, from 4:30 pm to 6:30 pm. Parade route as follows:

Civic Drive Eastbound to Fortino
Fortino Eastbound to Morrish
Morrish Southbound to Miller
Miller Westbound to Fairchild
Fairchild Southbound to Ingalls
Ingalls Westbound into the south lot of Swartz Creek High

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

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

2009-2010 FY Audit

(Discussion Topic)

City Manager Bueche gave a brief presentation of the results of the 2009-2010 FY Audit.

MEETING OPENED TO THE PUBLIC

Jim Florence, 4296 Springbrook, wanted to share that through the Kiwanis Club of Swartz Creek, a croquet club has been established. The club is called The Meadows Croquet Club and it meets at the Genesee Valley Golf Course. All Kiwanis Clubs in the region have been invited on Saturday, September 18th, 2010 from 9am to 5pm for coffee, donuts and a light lunch.

REMARKS BY COUNCILMEMBERS:

Councilmember Binder spoke about a POW/MIA recognition ceremony at Blue Bell Beach on Friday, September 17, 2010 at 7pm. A flag retirement ceremony will be performed at that time.

Councilmember Hicks questioned whether there were any large gas pipelines in the community and whether the pipelines are checked out periodically.

Councilmember Shumaker commented that the North Morrish Road construction is very nice, however he noticed that there are two driveways on the east side of N. Morrish that may have possible issues in bad weather due to no surface asphalt being put on them. City Manager Bueche stated that it will be fixed when Meijer builds there. Mr. Shumaker stated that a house on north Morrish Road near the Morrish Road entrance for I-69, has various vehicle parts in the front and back yards. Mr. Shumaker asked about several piles of broken concrete dumped behind a house at Fortino Drive and Morrish Road. City Manager Bueche stated that they are looking into it. Mr. Shumaker spoke about the auto repair shop that is just outside the City limits that has vehicles encroaching on the City owned Right of Way. City Manager Bueche stated that he is aware of the problem and they are keeping an eye on the issue.

Mayor Abrams spoke about the success of Art in the Park. Mr. Abrams congratulated Jack Wheatley for recently being named principal for ROWE.

Adjournment

Resolution No. 100913-11

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Hicks

I Move the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 8:18 p.m.

YES: Unanimous Voice Vote.
NO: None. Motion declared carried.

Richard Abrams, Mayor

Deanna Korth, Deputy City Clerk